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Juan Carrillo, VP, Default Operations (Trustee Corps) (jcarrillo@trusteecorps.com)
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David King, Associate General Counsel (Trustee Corps and Harmony Escrow) dking@trusteecorps.com
Audrey Bryan, Escrow Manager (Harmony Escrow) abryan@harmonyescrow.com
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01/04/2010, 12:38:14, by Michelle Diggs
LOSS MIT PROCESS

Bijan stated that his funds are bein returned again. he has not rec'd any funds back. he will contact the lender to see where the funds are. I let him know that he needs to find out wehere the funds were sent because this needs t get sent to the lender to get resolved. he will contact me.

11/03/2009, 14:07:14, by Dominic Barrera
11/16/2009 700.00 2,849.89 3,549.89

10/21/2009, 17:07:01, by Ivy Le

From: Natalie Resendiz
Sent: Wednesday, October 21, 2009 4:15 PM
To: Ivy Le; 'Wall, Jennifer - 2'
Cc: Alan M Simon; Amy Lemus; Michelle Diggs
Subject: RE: NV0938405-1/ LOAN [redacted] LAGHAIN, BIJAN

FUNDS SENT TO LENDER

FED EX TRACKING 797040860274

Date: 10/21/09

Bank Of America Home Loans
400 Countrywide Way
MS SV-35
Simi Valley, CA 93065

Trustee Sale #: NV0938405-1
Loan #: [redacted]
Trustor(s): BIJAN LAGHAEI, AN UNMARRIED MAN
Property: 25 SNOWBERRY CIRCLE, RENO, NV 89511,

Dear Client:

Attached is a Forbearance Agreement our office prepared in which the borrower has entered into agreement. Our check #40788 in the amount of $18,810.00 representing funds being paid towards the defaulted amount as part of the enclosed agreement. An invoice has been submitted through newinvoice.

We sincerely appreciate the opportunity to work with you and look forward to doing so in the future. If you have any questions please do not hesitate to call.

Sincerely,

Natalie Resendiz
Accounting Department

Thanks,

Natalie Resendiz
Accounting Department
TRUSTEE CORPS
Tel (949) 252-8300
Fax (949) 252-8330
nresendiz@trusteecorps.com

Offices in California Nevada Arizona
Trustee Corps (Freddie Mac and Fannie Mae Processing Office)
2112 Business Center Drive
2nd Floor - Suite 201
Irvine, CA 92612
Fannie Mae Retained Counsel in CA & AZ. Freddie Mac Designated Counsel in AZ,CA & NV
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Juan Carrillo, VP, Default Operations (Trustee Corps) (jcarrillo@trusteecorps.com)
Gloria Juarez, Accounting Manager (Trustee Corps and Harmony Escrow) gjuarez@trusteecorps.com

10/21/2009, 15:34:23, by Natalie Resendiz
FUNDS SENT TO LENDER

FED EX TRACKING 797040850274

Date: 10/21/09

Bank Of America Home Loans
400 Countrywide Way
MS SV-35
Simi Valley, CA 93065

Trustee Sale #: NV0938405-1
Loan #: [redacted]
Trustor(s): BIJAN LAGHAEI, AN UNMARRIED MAN
Property: 25 SNOWBERRY CIRCLE, RENO, NV 89511,

Dear Client:

Attached is a Forbearance Agreement our office prepared in which the borrower has entered into agreement. Our check #40798 in the amount of $19,810.00 representing funds being paid towards the defaulted amount as part of the enclosed agreement. An invoice has been submitted through newinvoice.

We sincerely appreciate the opportunity to work with you and look forward to doing so in the future. If you have any questions please do not hesitate to call.

Sincerely,

Natalie Resendiz
Accounting Department

10/20/2008, 18:17:28, by Ivy Le

From: Ivy Le

Sent: Tuesday, October 20, 2009 6:17 PM
To: 'Wall, Jennifer - 2'
Cc: Alan M Simon; Amy Lemus; Natalie Resendiz; Michelle Diggs
Subject: NV0938405-1/ LOAN [redacted] LAGHAIN, BIJAN

HI there,

Trustee Corps had placed borrower in a forbearance agreement back in August with a good faith deposit of $8,500.00. Funds and the original forbearance agreement were sent to your office via fed ex tracking 7988-5707-1640 in the amount of $8,500.00 - per our accounting department, the $8,500.00 check was never cashed and applied. Besides, borrower's September payment was returned to him.

Please note that we are Freddie Mac Designated Counsel, we are authorized on behalf of Freddie Mac to delegate forbearance plans for all Freddie Mac loans. Furthermore, Funds in the amount of $8,500.00 and borrower's September, October and November will be forwarded to your office as well along with a copy of the agreement.

Natalie, please stop payment on the original check in the amount of $8,500.00 sent on 8/12/2009 tracking number 7988-5707-1640 and reissue a check for the same amount of $8,500.00 + $11,310.00 (September, October, and November payments, $3,769.71 per payments) to Bank of America. Please include a copy of the signed agreement as well.

Thank you!

Ivy

From: Natalie Resendiz
Sent: Tuesday, October 20, 2009 11:40 AM
To: Ivy Le
Subject: NV0938405-1/ LOAN [redacted] LAGHAIN, BIJAN

Funds received in the amount of $11310.00
I have the file please advise what to do from here. The stop payment was placed on the check that was never returned to us from bank of America.
Thanks,

Natalie Resendiz
Accounting Department
TRUSTEE CORPS
Tel (949) 252-8300
Fax (949) 252-8330
nresendiz@trusteecorps.com

10/19/2009, 11:12:00, by Ivy Le
need to verify where borrower's good faith deposit is in the amount of $8300.00

From: Ivy Le
Sent: Monday, October 19, 2009 11:14 AM
To: 'Wall, Jennifer - 2'
Cc: 'Wilson, Michael J'
Subject: FW: LAGHAEL: [redacted] NV0938405-1

HI there,

I am unable to reach Alejandra... can someone assist?

Thank you!

Ivy

From: Ivy Le
Sent: Monday, October 19, 2009 11:12 AM
To: 'alejandra_aldana@countrywide.com'
Subject: LAGHAEL: [redacted] NV0938405-1

Hi there Alejandra,

Please advise if your office had rec'd a check from Trustee Corps in the amount of $8300 and if funds were applied?

Please advise,

Thank you!

Ivy

Ivy Le
Loss Mitigation Supervisor
Trustee Corps/Harmony Escrow
30 Corporate Park, Ste 400
Irvine, CA 92606
949-252-8300 ext 285
949-752-0320 Fax
ile@trusteecorps.com
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To reach an operator call 949-252-8300 and press option #1 for loss mit department.
Back up Associate: Publication Supervisor, Carlos Quezada 949-252-8300 cquezada@trusteecorps.com
Sales Supervisor:Ryan Newman rnewman@trusteecorps.com
Supervisor: VP.Default Operations: Juan Carrillo 949-252-8300 ext 170 jcarrillo@trusteecorps.com
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10/19/2009, 11:04:08, by Ivy Le

SPOKE TO BORROWER; SAID HE WILL BE SENDING IN THE SEPT, OCT AND NOVEMBER PAYMENTS TOMORROW : HE WILL FAX US A COPY OF THE CHECK AND A TRACKING NUMBER AS WELL. WAITING FOR NATALIE TO VERIFY IF BOA HAD CASHED THE GOOD FAITH DEPOSIT OF 8300 SENT IN AUGUST. NEED TO FIND OUT WHERE THAT CHECK IS.

10/19/2009, 10:40:57, by Ivy Le

BOA RETURNED BORROWER'S PAYMENT BACK TO HIM.. FILE STAYS ON HOLD DUE TO REPAYMENT: PER BORROWER HIS 8300 WAS NOT RETURNED TO HIM. NEED TO VERIFY W/ NATALIE TO SEE WHERE THE FUNDS ARE.
NEED TO VERIFY HIS SEPT AND OCT PAYMENT..

10/19/2009, 10:36:29, by Amy Lemus

Per Ivy borrower has been making payments take off calendar. She is going to place back on hold.

10/19/2009, 10:32:08, by Michelle Diggs

From: B I J A N [mailto[redacted]
Sent: Saturday, October 17, 2009 3:07 AM
To: Michelle Diggs
Subject: Re: LOAN NO [redacted] BIJAN LAGHAEI

MICHELLE:

WHERE IN THE FORBEARANCE AGREEMENT DOES IT SAY THAT PERSONAL CHECK IS NOT ACCEPTED.....

CALL ME AND LET ME KNOW WHAT IS GOING ON.....

I-THINK THE PROBLEM IS WITH THE $ 700.00 ISSUE.....

PLEASE ADVICE ACCORDINGLY.....

MY CELL.. [redacted]

THANKS

BIJAN
----- Original Message -----
From: Michelle Diggs
To: 'B I J A N'
Sent: Friday, October 16, 2009 8:21 AM
Subject: RE: LOAN NO [redacted] BIJAN LAGHAEI

Bijan,

The fax you sent in looks like it might have been a personal check. They do not accept personal checks for forbearance agreements. Do you want to get on another repayment plan? This would have to be done all over again and the figures would have to be re-requested. Please advise Thank you!

Michelle Diggs
Loss Mitigation
Trustee Corps/Harmony Escrow (Company)
2112 Business Center Dr. Ste #120
Irvine, CA 92612
949-252-8300 Ext 220
949-752-0320 Fax
MDiggs@trusteecorps.com
Hours of Operation (8am-5pm PST)

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Trustee Corps (Freddie Mac and Fannie Mae Processing Office)
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From: B I J A N [mailto[redacted]
Sent: Friday, October 16, 2009 1:08 AM
To: Michelle Diggs
Subject: Re: LOAN NO [redacted] BIJAN LAGHAEI

I-HAVE RE-FAXED IT.....AROUND 6:30 PM
----- Original Message -----
From: Michelle Diggs
To: 'B I J A N'

Sent: Thursday, October 15, 2009 6:24 PM
Subject: RE: LOAN NO [redacted] BIJAN LAGHAEI

It's the same number. Please fax and call me right after. We get faxes ALL DAY. It's hard for me to find one paper in between thousands of documents. Please call me and gge through to anybody here when you're-fax. Thank you!

Michelle Diggs
Loss Milligation
Trustee Corps/Harmony Escrow (Company)
2112 Business Center Dr. Ste #120
Irvine, CA 92612
949-252-8300 Ext 220
949-752-0320 Fax
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From: B I J A N [mailto[redacted]
Sent: Thursday, October 15, 2009 5:35 PM
To: Michelle Diggs
Subject: Re: LOAN NO [redacted] BIJAN LAGHAEI

I-HAVE FAXED IT TWICE TO 949-752-0320.....I-HAVE PROOF (VERIFICATION) THAT FAX WAS SENT

DO YOU WANT ME TO FAX IT AGAIN.....

WHAT IS YOUR NEW FAX NUMBER ??????

----- Original Message -----
From: Michelle Diggs
To: 'B I J A N'
Sent: Wednesday, October 14, 2009 6:36 PM
Subject: RE: LOAN NO [redacted] BIJAN LAGHAEI

Bijan ,

As stated to you before I have not rec'd your fax. Will you be able to send the proof that your funds were rejected asap. do you want to continue with a new forbearance agreement? Please advise. Thank you.

Michelle Diggs
Loss Mitigation
Trustee Corps/Harmony Escrow (Company)
2112 Business Center Dr. Ste #120
Irvine, CA 92612
949-252-8300 Ext 220
949-752-0320 Fax
MDiggs@trusteecorps.com
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Robert Rueias, Marketing and Client Manager (Trustee Corps and Harmony Escrow) rueias@trusteecorps.com
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From: B I J A N [mailto:[redacted]
Sent: Monday, October 05, 2009 4:44 PM
To: Michelle Diggs
Subject: Re: LOAN NO [redacted] BIJAN LAGHAEI

I-HAVE FAXED IT .....
----- Original Message -----
From: Michelle Digga
To: 'B I J A N'
Sent: Monday, October 05, 2009 8:10 AM
Subject: RE: LOAN NO [redacted] BIJAN LAGHAEI

Yes,

Would you be able to scan it over to me?

Michelle Diggs
Loss Mitigation
Trustee Corps/Harmony Escrow (Company)
2112 Business Center Dr. Ste #120
Irvine, CA 92612
949-252-8300 Ext 220
949-752-0320 Fax
MDiggs@trusteecorps.com
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From: B I J A N [mailto:[redacted]
Sent: Monday, October 05, 2009 9:12 AM
To: Michelle Diggs
Subject: Re: LOAN NO [redacted] BIJAN LAGHAEI

I-AM RE-FAXING IT.....

YOUR OFFICE IS TELLING ME THAT YOUR FAX # IS 949-752-0320

----- Original Message -----
From: Michelle Diggs
To: 'B I J A N'
Sent: Friday, October 02, 2009 8:43 AM
Subject: RE: LOAN NO [redacted] BIJAN LAGHAEI

Can you please resend it. I have not rec'd it. Thank you!

Michelle Diggs
Loss Mitigation
Trustee Corps/Harmony Escrow (Company)
2112 Business Center Dr. Ste #120
Irvine, CA 92612
949-252-8300 Ext 220
949-752-0320 Fax
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From: B I J A N [mailto:[redacted]
Sent: Thursday, October 01, 2009 12:47 PM
To: Michelle Diggs
Subject: Fw: LOAN NO [redacted] BIJAN LAGHAEI

MICHELLE:

YESTERDAY, I-FAXED A COPY OF BANK OF AMERICA'S LETTER + MY CK THAT I-HAVE SENT TO THEM, TO YOU ...

I-FAXED IT TO 949-252-8330.....

THANKS

----- Original Message -----
From: B I J A N
To: Michelle Diggs
Sent: Sunday, September 27, 2009 1:51 PM
Subject: Re: LOAN NO [redacted] BIJAN LAGHAEI

THANKS

BIJAN
----- Original Message -----
From: Michelle Diggs
To: 'B I J A N'
Sent: Thursday, September 24, 2009 7:47 PM
Subject: RE: LOAN NO [redacted] BIJAN LAGHAEI

Bijan,

I will look into this and get back to you.

Michelle Diggs
Loss Mitigation
Trustee Corps/Harmony Escrow (Company)
2112 Business Center Dr. Ste #120
Irvine, CA 92612
949-252-8300 Ext 220
949-752-0320 Fax
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From: B I J A N [mailto:[redacted]
Sent: Thursday, September 24, 2009 2:15 PM
To: Michelle Diggs
Subject: Fw: LOAN NO [redacted] BIJAN LAGHAEI

MICHELLE:

MY CELL [redacted]

----- Original Message -----
From: B I J A N
To: Michelle Diggs
Sent: Thursday, September 24, 2009 2:10 PM
Subject: LOAN NO [redacted] BIJAN LAGHAEI

MICHELLE:

PER OUR CONTRACT AGREEMENT I-HAVE SENT A CK FOR THE AMOUNT OF $ 3789.71 TO BANK OF AMERICA

I-JUST RCVD. THE CK BACK AND A LETTER DATED SEPT. 14, 2009

IN THE LETTER IT SAYS: " THE AMOUNT REMITTED DOES NOT REPRESENT THE TOTAL DUE. "

IN THE FORBEARANCE AGREEMENT ON PAGE - 2 (TOP OF THE PAGE ITEM - 2) THE AGREERED AMOUNT IS $ 3769.71

WHAT IS GOING ON.....WHAT DO-YOU WANT ME TO DO...????

10/18/2009, 10:16:42, by Michelle Diggs
10531.00

10/19/2009, 08:50:08, by Pamela Hodge
REINSTATEMENT DEMAND SENT OUT
DATE: 10/19/2009

BE ADVISED A SALE DATE HAS BEEN SET FOR THIS PROPERTY-PLEASE CONTACT OUR OFFICE 1 DAY IN ADVANCE BEFORE OVERNIGHTING A CASHIER'S CHECK TO OUR OFFICE.

BIJAN LAGHAEI
25 SNOWBERRY CIRCLE
RENO, NV 89511

EMAIL: [redacted]

Reinstatement / Pay Off Demand

TRUSTEE SALE #: NV0938405-1
LOAN #: [redacted]
PROPERTY: 25 SNOWBERRY CIRCLE, RENO, NV 89511,
Date: 10/19/2009 T.S. #: NV0938405-1 Loan #: [redacted] Beneficiary: Bank Of America Home Loans Trustor(s): BIJAN LAGHAEI, AN UNMARRIED MAN

REINSTATEMENT DEMAND

Payments	$ 26,387.46
Late charges	$ 224.48
Property Inspections	$ 135.00
Suspense/Partial payment	$ (700.00)
Sub-Total fees due Beneficiary:	$ 26,046.92

Sub-Total foreclosure fees/costs due Trustee: $ 3,889.00

TOTAL amount due to REINSTATE loan: $ 29,935.92

**** IMPORTANT ****
THESE FIGURES ARE SUBJECT TO FINAL VERIFICATION UPON RECEIPT OF FUNDS

[Please note the following:]

THIS STATEMENT EXPIRES ON: 10/19/09 @ 3:00p.m.

MTC000137

10/17/2009, 16:32:15, by Michelle Diggs
SALES TEAM

PLEASE DO NOT SELL PROPERY BORROWER WITHOUT CONTACTING LOSS MIT -THANK YOU

10/16/2009, 08:29:57, by Michelle Diggs
E-MAILED BORROWER ASKED HIM IF HE WANTS US TO PREPARE FORBEARANCE AGREEMENT AGAING. WAITING FOR HIM TO GET BACK TO ME.

From: Michelle Diggs
Sent: Friday, October 16, 2009 8:22 AM
To: 'B I J A N'
Subject: RE: LOAN NO [redacted] BIJAN LAGHAEI

Bijan,

The fax you sent in looks like it might have been a personal check. They do not accept personal checks for forbearance agreements. Do you want to get on another repayment plan? This would have to be done all over again and the figures would have to be re-requested. Please advise Thank you!

Michelle Diggs
Loss Mitigation
Trustee Corps/Harmony Escrow (Company)
2112 Business Center Dr. Ste #120
Irvine, CA 92612
949-262-8300 Ext 220
949-752-0320 Fax
MDiggs@trusteecorps.com
Hours of Operation (8am-5pm PST)
****

Offices in California Nevada Arizona
Trustee Corps (Freddie Mac and Fannie Mae Processing Office)
30 Corporate Park, Ste 400
Irvine, CA 92606
Fannie Mae Retained Counsel in CA & AZ Freddie Mac Designated Counsel in AZ,CA & NV
Default services in CA, NV, AK, AZ, CA, ID, MT, NV, OR, HI, TX & WA
** Please send all Postponement Requests to postponementrequest@trusteecorps.com **
** Please send all Cancellation, Stop Foreclosure & Close & Bill Requests to stopforeclosure@trusteecorps.com **
** Please send all Bid Instructions to salebids@trusteecorps.com **
Additional contact people and escalation for contacts:
To reach an operator call 949-262-8300 and press 0
Supervisor: Ivy Le (949) 262-8300 ext 285 e-mail ile@trusteecorps.com
Back up Associate: Jessica Juarez (949) 262-8300 Ext 275 jjuarez@trusteecorps.com
Default Manager: Juan Carrillo (jcarrillo@trusteecorps.com)
Gloria Juarez, Accounting Manager (Trustee Corps and Harmony Escrow) gjuarez@trusteecorps.com
Robert Ruelas, Marketing and Client Manager (Trustee Corps and Harmony Escrow) mruelas@trusteecorps.com
David King, Associate General Counsel (Trustee Corps and Harmony Escrow) dking@trusteecorps.com
Audrey Bryan, Escrow Manager (Harmony Escrow) abryan@harmonyescrow.com
Rande Johnsen: Director (rjohnsen@trusteecorps.com)

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message and attachments, if any, may contain information that is confidential, privileged and exempt from disclosure under applicable law. If you are not the intended recipient of this message, you are prohibited from reading, disclosing, reproducing, distributing, disseminating, or otherwise using this transmission. Delivery of this message to any person other than the intended recipient is not intended to waive any right or privilege. If you have received this message in error, please promptly notify the sender by e-mail and immediately delete this message from your system.

From: B I J A N [mailto[redacted]
Sent: Friday, October 16, 2009 1:08 AM
To: Michelle Diggs
Subject: Re: LOAN NO [redacted]BIJAN LAGHAEI

I-HAVE RE-FAXED IT.....AROUND 6:30 PM
----- Original Message -----
From: Michelle Diggs
To: 'B I J A N'
Sent: Thursday, October 15, 2009 6:24 PM
Subject: RE: LOAN NO [redacted]BIJAN LAGHAEI

It's the same number. Please fax and call me right after. We get faxes ALL DAY. It's hard for me to find one paper in between thousands of documents. Please call me and gge through to anybody here when you re-fax. Thank you!

Michelle Diggs
Loss Mitigation
Trustee Corps/Harmony Escrow (Company)
2112 Business Center Dr. Ste #120
Irvine, CA 92612
949-252-8300 Ext 220
949-752-0320 Fax
MDiggs@trusteecorps.com
Hours of Operation (8am-5pm PST)
****
Offices in California Nevada Arizona
Trustee Corps (Freddie Mac and Fannie Mae Processing Office)
30 Corporate Park, Ste 400
Irvine, CA 92606
Fannie Mae Retained Counsel in CA & AZ Freddie Mac Designated Counsel in AZ,CA & NV
Default services in CA, NV, AK, AZ, CA, ID, MT, NV, OR, HI, TX & WA
** Please send all Postponement Requests to postponementrequest@trusteecorps.com **
** Please send all Cancellation, Stop Foreclosure & Close & Bill Requests to stopforeclosure@trusteecorps.com **
** Please send all Bid Instructions to salebids@trusteecorps.com **
Additional contact people and escalation for contacts:
To reach an operator call 949-252-8300 and press 0
Supervisor: Ivy Le (949) 252-8300 ext 285 e-mail ile@trusteecorps.com
Back up Associate: Jessica Juarez (949) 252-8300 Ext 278 jjuarez@trusteecorps.com
Default Manager: Juan Carrillo (jcarrillo@trusteecorps.com)
Gloria Juarez, Accounting Manager (Trustee Corps and Harmony Escrow) gjuarez@trusteecorps.com
Robert Ruelas, Marketing and Client Manager (Trustee Corps and Harmony Escrow) rruelas@trusteecorps.com
David King, Associate General Counsel (Trustee Corps and Harmony Escrow) dking@trusteecorps.com
Audrey Bryan, Escrow Manager (Harmony Escrow) abryan@harmonyescrow.com
Rande Johnsen: Director (rjohnsen@trusteecorps.com)

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From: B I J A N [mailto:[redacted]
Sent: Thursday, October 15, 2009 6:35 PM
To: Michelle Diggs
Subject: Re: LOAN NO [redacted] BIJAN LAGHAEI

I-HAVE FAXED IT TWICE TO 949-752-0320.....I-HAVE PROOF (VERIFICATION) THAT FAX WAS SENT

DO YOU WANT ME TO FAX IT AGAIN....

WHAT IS YOUR NEW FAX NUMBER ??????

----- Original Message -----
From: Michelle Diggs
To: 'B I J A N'
Sent: Wednesday, October 14, 2009 6:38 PM
Subject: RE: LOAN NO [redacted] BIJAN LAGHAEI

Bijan ,

As stated to you before I have not rec'd your fax. Will you be able to send the proof that your funds were rejected asap. do you want to continue with a new forbearance agreement? Please advise. Thank you.

Michelle Diggs
Loss Mitigation
Trustee Corps/Harmony Escrow (Company)
2112 Business Center Dr. Ste #120
Irvine, CA 92612
949-252-8300 Ext 220
949-752-0320 Fax
MDiggs@trusteecorps.com
Hours of Operation (8am-6pm PST)

****
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30 Corporate Park, Ste 400
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Fannie Mae Retained Counsel in CA & AZ Freddie Mac Designated Counsel in AZ,CA & NV
Default services in CA, NV, AK, AZ, CA, ID, MT, NV, OR, HI, TX & WA
** Please send all Postponement Requests to postponementrequest@trusteecorps.com **
** Please send all Cancellation, Stop Foreclosure & Close & Bill Requests to stopforeclosure@trusteecorps.com **
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Gloria Juarez, Accounting Manager (Trustee Corps and Harmony Escrow) gjuarez@trusteecorps.com
Robert Ruelas, Marketing and Client Manager (Trustee Corps and Harmony Escrow) rruelas@trusteecorps.com
David King, Associate General Counsel (Trustee Corps and Harmony Escrow) dking@trusteecorps.com
Audrey Bryan, Escrow Manager (Harmony Escrow) abryan@harmonyescrow.com
Rande Johnsen: Director (rjohnsen@trusteecorps.com)

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From: B I J A N [mailto:[redacted]
Sent: Monday, October 05, 2009 4:44 PM
To: Michelle Diggs
Subject: Re: LOAN NO [redacted] BIJAN LAGHAEI

I-HAVE FAXED IT .....
----- Original Message -----
From: Michelle Diggs
To: 'B I J A N'
Sent: Monday, October 05, 2009 8:10 AM
Subject: RE: LOAN NO [redacted] BIJAN LAGHAEI

Yes,

Would you be able to scan it over to me?

09/29/2009, 18:47:00, by Michelle Diggs
BIJAN STATED THAT 8 OF A SENT HIS PAYMENTS BACK TO DUE TO INSUFFICIENT FUNDS. ASKED HIM TO SEND ALL CORRESPONDENCE TO ME HE WILL CALL TO MAKE SURE THAT I REC'D IT TOMORROW

09/14/2009, 09:40:16, by Nichole Papadopoulos
From: Green, Anita - 2 [mailto:anita2.green@bankofamerica.com]
Sent: Friday, September 11, 2009 8:17 AM
To: Bill Malcolm
Subject: Immediate Confirmation is required/ Malcom cisneros

[redacted]

STATE OF NEVADA
FINANCIAL INSTITUTIONS DIVISION
DEPARTMENT OF BUSINESS AND INDUSTRY
ATTN: APPLICATION PROCESSING

P.O. BOX 3239
CARSON CITY, NV 89702

1830 COLLEGE PKWY, STE 100
CARSON CITY, NV 89706

Phone: (775) 684-2970
Fax: (775) 684-2977
http://www.fid.state.nv.us

Documents Received On

Licensing Renewal Application - Collection Agency

1. Checklist for Applicants

1. ☒ Application with Annual Licensing Fee of $375. Make check payable to "Nevada Financial Institutions Division"; *The renewal will be considered late on June 2 of each year. Pursuant to NRS 649.295(7) a fee of $10 per day will be charged until receipt of renewal application.*
2. ☒ Updated alias list. If your employee(s) do not use an alias, initial here: _____
3. ☒ A copy of appropriate municipal (city/county) business license for business location address; If not required by your local city/county, initial here: _____
4. ☒ Current copy of Nevada State Business license from the Nevada Secretary of State.

NOTE: The renewal for the Qualified Manager of the license location must be complete prior to agency renewal.

2. Applicant Information

MTC FINANCIAL INC
Legal name of Applicant

CAD11063
Current NV Collection Agency License #

TRUSTEE CORPS
DBA, trade or assumed name(s) (if different from above)

APRIL 19, 2012
1st License Date

3. Principal License Location address (do not use a P.O. Box).

3571 RED ROCK ST STE C
Address Line 1

Address Line 2

LAS VEGAS
City

Nevada
State

89103
Zip Code

(702) 685-3938
Primary Phone Number

(877) 474-1134
Toll Free Phone Number

(702) 927-5236
Fax Number

Web Site Address

4. Physical address of location where official books and records will be kept.

17100 GILLETTE AVE
Address Line 1

Address Line 2

IRVINE
City

California
State

92614
Zip Code

5) Contact person authorized to respond to application and renewal inquiries:

Tokarz, Matthew, General Counsel
Full Name (Last Name, First Name MI) and Title

17100 Gillette Avenue
Mailing Address Line 1

Mailing Address Line 2

Irvine	California	92614
Mailing City	Mailing State	Mailing Zip Code

MTokarz@trusteecorps.com	(949) 252-8300	303	(949) 252-8330
E-mail	Phone Number	Ext.	Fax Number

6) Contact person authorized to respond to consumer complaints:

Tokarz, Matthew, General Counsel
Full Name (Last Name, First Name MI) and Title

17100 Gillette Avenue
Mailing Address Line 1

Mailing Address Line 2

Irvine	California	92614
Mailing City	Mailing State	Mailing Zip Code

MTokarz@trusteecorps.com	(949) 252-8300	190	(949) 252-8330
E-mail	Phone Number	Ext.	Fax Number

7) Contact person authorized to respond to examination:

Johnsen, Rande
Full Name (Last Name, First Name MI) and Title

17100 Gillette Avenue
Mailing Address Line 1

Mailing Address Line 2

Irvine	California	92614
Mailing City	Mailing State	Mailing Zip Code

RJohnsen@trusteecorps.com	(949) 252-8300	180	(949) 252-8330
E-mail	Phone Number	Ext.	Fax Number

8) Designated Qualified Manager: NOTE: Qualified Manager Certificates expire on June 30 of each year; (8) Renewal applications are due to the Division on or before June 1 of each year.

Johnsen, Rande	CM11103	3
Primary Collection Agency Manager Name (Last Name , First Name)	Certificate #	Length of Employment

Does your collection agency have a secondary Qualified Manager? If you have more than two QM's, attach a separate page. ○ Yes ◉ No

Secondary Collection Agency Manager Name (Last Name , First Name)	Certificate #	Length of Employment

Pursuant to NRS 649.185 a licensee must file with the Financial Institutions Division, a bond in accordance with the licensee's average monthly balance in the trust account.

AVERAGE MONTHLY BALANCE	AMOUNT OF BOND REQUIRED
Less Than $100,000	$35,000
$100,000 or more but less than $150,000	$40,000
$150,000 or more but less than $200,000	$50,000
$200,000 or more	$60,000

Pursuant to NRS 649.245 the Financial Institution Division must receive collection agency renewal application no later than June 1 preceding the expiration of the license.
Pursuant to NRS 649.375(4) the Financial Institutions Division must receive notice of all alternative addresses such as post office box, return mail address and lock box.
Pursuant to NAC 649.260 a collection agency, or its manager, agents or employees, shall not use a fictitious name in the collection of a debt unless that name has been filed with the Financial Institutions Division.

You may find it helpful to keep a copy of the renewal application to track what has been sent to the Financial Institutions Division.

The Division has no provision for expediting an application. Completed renewal application, supporting documents and renewal fee must be received in the Division's Carson City office on or before June 1 of each year to avoid applicable reinstatement fees.

Please be advised that any outstanding fees must be paid, and any outstanding issues cleared, prior to License Renewal.

Certification of Application

I, the undersigned, being duly sworn, depose and say that the above statements are true and correct to the best of my knowledge and belief, and that this statement is executed with the knowledge that misrepresentation or failure to reveal information requested may be deemed sufficient cause for the refusal to issue a license by the Nevada Financial Institutions Division. I am aware that later discovery of an omission or misrepresentation made in the above statements may be grounds for the revocation of a license.

Signature of Applicant _____ Title Pres Date 3/14/14

THE APPLICATION IS TO BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC.

STATE OF _____

COUNTY OF _____

_____, being duly sworn says that he is the applicant herein; or that he is making this application on behalf of said applicant; that he has read the foregoing application and knows the contents thereof and that the same is true to the best of his knowledge and belief.

Taken, subscribed and sworn to before the undersigned authority in

_____ County, State of _____

this _____ day of _____, 20___

SEE ATTACHED CERTIFICATION

_____
Notary Public

(Notary Seal)

Print Form

MTC000347

CALIFORNIA JURAT WITH AFFIANT STATEMENT
GOVERNMENT CODE § 8202

☑ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–6 to be completed *only* by document signer[s], *not* Notary)

1
2
3
4
5
6

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

State of California
County of Orange

Subscribed and sworn to (or affirmed) before me
on this 11th day of March, 2014
Date *Month* *Year*
by
(1) Pande D. Johnson
(2)
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

DAVID MILLER
Commission # 1993688
Notary Public - California
Orange County
My Comm. Expires Jun 25, 2014

Signature
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Licensing Renewal Application - Collection Agency
Document Date: 3/11/14 Number of Pages: 3
Signer(s) Other Than Named Above:

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SECRETARY OF STATE

STATE OF NEVADA

NEVADA STATE BUSINESS LICENSE

MTC FINANCIAL INC.

Nevada Business Identification # NV20061512654

Expiration Date: February 28, 2015

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

This license shall be considered valid until the expiration date listed above unless suspended or revoked in accordance with Title 7 of Nevada Revised Statutes.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on January 15, 2014

ROSS MILLER
Secretary of State

This document is not transferable and is not issued in lieu of any locally-required business license, permit or registration.

Please Post in a Conspicuous Location

You may verify this Nevada State Business License online at www.nvsos.gov under the Nevada Business Search.

STATE OF NEVADA
FINANCIAL INSTITUTIONS DIVISION
DEPARTMENT OF BUSINESS AND INDUSTRY
ATTN: APPLICATION PROCESSING

1830 E COLLEGE PKWY, STE 180
CARSON CITY, NV 89706

Phone: (775) 684-2970
Fax: (775) 684-2977
http://www.fid.state.nv.us

Documents Received On

Financial Institutions Application for Renewal of Licensing/Registration - Collection Agency (CA)

1. Checklist for Applicants

A. ☒ Annual Licensing Fee is $375. Make check payable to "Nevada Financial Institutions Division"; *The renewal will considered late on June 2 of each year. Pursuant to NRS 649.295(7) a fee of $10 per day will be charged until receipt of renewal application.*

B. ☒ Updated alias list. If your employee(s) do not use an alias, initial here: RS

C. ☒ A copy of appropriate municipal (city/county) business license for business location address; if not required by your local city/county, initial here:

D. ☒ Current copy of Nevada State Business license from the Nevada Secretary of State.

NOTE: The renewal for the Qualified Manager of the license location must be complete prior to agency renewal. Qualified Manager Certificates expire on June 30 each year; QM renewal applications are due to the Division on or before June 1 of each year.

2. Applicant Information

MTC Financial Inc.
Legal name of Applicant

CAD1863
Current NV Collection Agency License #

Trustee Corps
DBA, trade or assumed name(s) (if different from above)

April 19, 2013
First License Date

3. Principal business/License Location address (do not use a P.O. Box).

3571 Red Rock Street, Suite C
Address Line 1

Address Line 2

City: Las Vegas
State: Nevada
Zip Code: 89103

(702) 685-3938
Primary Phone Number

(877) 474-1134
Toll Free Phone Number

(702) 927-5236
Fax Number

Web Site Address

4. Physical address of location where official books and records will be kept.

17100 Gillette Ave.
Address Line 1

Address Line 2

City: Irvine
State: California
Zip Code: 92614

5. Contact person authorized to respond to registration and renewal inquiries.

Tokarz, Matthew, General Counsel
Full Name (Last Name, First Name MI) and Title

17100 Gillette Ave.
Mailing Address Line 1

Mailing Address Line 2

Irvine	California	92614
Mailing City	Mailing State	Mailing Zip Code

MTokarz@trusteecorps.com	(949) 252-8300	303	(949) 252-8330
E-mail	Phone Number	Ext.	Fax Number

6. Contact person authorized to respond to consumer complaints.

Tokarz, Matthew, General Counsel
Full Name (Last Name, First Name MI) and Title

17100 Gillette Ave.
Mailing Address Line 1

Mailing Address Line 2

Irvine	California	92614
Mailing City	Mailing State	Mailing Zip Code

MTokarz@trusteecorps.com	(949) 252-8300	303	(949) 252-8330
E-mail	Phone Number	Ext.	Fax Number

7. Contact person authorized to respond to examination.

Johnsen, Rande
Full Name (Last Name, First Name MI) and Title

17100 Gillette Ave.
Mailing Address Line 1

Mailing Address Line 2

Irvine	California	92614
Mailing City	Mailing State	Mailing Zip Code

RJohnsen@trusteecorps.com	(949) 252-8300	180	(949) 252-8330
E-mail	Phone Number	Ext.	Fax Number

8. Designated Collection Agency Manager

Johnsen, Rande	CM11103	4
Collection Agency Manager Name (Last Name , First Name)	License #	Length of Employment

9. Designated Secondary Collection Agency Manager

Does your collection agency have a secondary Collection Agency Manager? ○ Yes ◉ No
If no skip to section 11.

Collection Agency Manager Name (Last Name , First Name)	License #	Length of Employment

10. Disclosures

A. Has the licensee had any senior management, officer or structural changes within the past year that have not been reported to the Financial Institution Division?

☐ No

☐ Yes

If yes, please provide details (If additional space is needed, attach separate sheet & identify enclosure number.)

Pursuant to NRS 649.105 a licensee must file with Financial Institutions Division, a bond in accordance with the licensee's average monthly balance in the trust account.

AVERAGE MONTHLY BALANCE	AMOUNT OF BOND REQUIRED
Less Than $100,000	$35,000
$100,000 or more but less than $150,000	$40,000
$150,000 or more but less than $200,000	$50,000
$200,000 or more	$60,000

Pursuant to NRS 649.245 the Financial Institution Division must receive collection agency renewal application no later than June 1 preceding the expiration of the license.

Pursuant to NRS 649.375(4) the Financial Institutions Division must receive notice of all alternative addresses such as post office box, return mail address and lock box.

Pursuant to NAC 649.260 a collection agency, or its manager, agents or employees, shall not use a fictitious name in the collection of a debt unless that name has been filed with the Financial Institutions Division.

You may find it helpful to keep a copy of the renewal application to track what has been sent to Financial Institutions Division.

Please note the completed renewal application, all supporting documents and renewal fee must be received in the Division's Carson City office on or before June 1 of each year to avoid applicable reinstatement fees.

Be advised that any outstanding fees must be paid, and any outstanding issues cleared, prior to License or Registration Renewal.

Certification of Application

I, the undersigned, being duly sworn, depose and say that the above statements are true and correct to the best of my knowledge and belief, and that this statement is executed with the knowledge that misrepresentation or failure to reveal information requested may be deemed sufficient cause for the refusal to issue a license by the Nevada Financial Institutions Division. I am aware that later discovery of an omission or misrepresentation made in the above statements may be grounds for the revocation of a license.

Signature of Applicant _____ Title President Date 4/10/15

THE APPLICATION IS TO BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC.

STATE OF CA

COUNTY OF ORANGE

Randle D. Johnsen, being duly sworn says that he is the applicant herein; or that he is making this application on behalf of said applicant; that he has read the foregoing application and knows the contents thereof and that the same is true to the best of his knowledge and belief.

Taken, subscribed and sworn to before the undersigned authority in

Orange County, State of CA

this 10th day of April 20 15

JARED DEGENER
Commission # 1976225
Notary Public - California
Orange County
My Comm. Expires Apr 26, 2018

Notary Public

(Notary Seal)

Print Form

EXHIBIT "J"

EXHIBIT 5
Deponent Diaz
Date 9-27-16 Rptr MG
www.USLEGALS.com

Appendix C – Funds Remittance Cover Sheet

** Completed Cover Sheet should be uploaded to VendorScape and must be sent with remitted funds to Wells Fargo.

Date: 03/14/11

Re: Loan #: 0192320398
Mortgagor Name: SANSOTA, RAYMOND

Funds wired in the amount of $1,000.00 on 3/14/11.

This amount represents the following:

☐ Reinstatement: *Remitted funds will bring the loan current including any outstanding fees and costs associated with the foreclosure proceeding. A copy of the reinstatement quote provided to the customer has also been included.*

☐ Payoff: *Remitted funds represent a full payoff and the lien will be released to the mortgager. A copy of the payoff provided to the customer has also been included.*

**Complete for both reinstatement and payoff funds received:

☐ Reinstatement/payoff amount $_____

☐ Total recoverable fees and costs $_____

☐ Total non-recoverable fees and costs $_____

☐ Final invoice amount $_____

☐ Refund/Overpayment: *The fees and costs associated with the foreclosure were not as much as the estimated amount.*

☐ Judgment: *The court has ordered Wells Fargo Home Mortgage to accept less than the full payoff. A copy of the Judgment provided by the court to the customer has also been included.*

☐ Redemption Funds: *Remitted funds are from the mortgagor. Please provide an exact breakdown of the following included in the redemption funds. This information is required for IRS reporting purposes.*
Please provide:

☐ *Principle* $_____

☐ *Interest* $_____

☐ *Late Charges* $_____

☐ *Deferred Interest* $_____

☐ *Prepayment Penalty* $_____

☒ Property Sold to Third Party: *Remitted funds are not from the mortgager. The lien will not be released to the mortgager. A copy of the BID has also been included. (If funds are less than the amount bid at the sale, provide a detailed explanation of shortage)*

Airborne tracking #

Remitted by: Maria Diaz Telephone #949-252-8300 ext 416

Please see the Funds Address Matrix, Appendix D, for correct mailing addresses or wiring instructions.

TC000069

EXHIBIT 4
Cole-Sherburn

OUTGOING WIRE TRANSFER
DOMESTIC or INTERNATIONAL - US FUNDS ONLY

Branch Number: 2004 Date: 03/14/11

Sender ABA:	Redacted	Name:	PACIFIC WESTERN BANK
Receiver ABA:	Redacted	Rec Bank Name:	Wells Fargo Bank NA
Amount:	$ 51,000.00	Template ID:	

Receiving Bank: Wells Fargo Bank NA
Adr: 1 HOME CAMPUS
Adr: DES MOINES, IA 50328

Originator: Acct# Redacted
Name: TRUSTEE CORPS
Adr: 17100 GILLETTE AVE.
Adr: IRVINE, CA 92614

Beneficiary: Acct# Redacted
Name: WELLS FARGO BANK, N. A
Adr:
Adr:

Beneficiary's Bank: COMPLETE THIS SECTION ONLY IF THE BENEFICIARY BANK DIFFERS FROM THE RECEIVING BANK.
SWIFT Code / Acct # / ABA: Redacted
IBAN / Sort Code:
Name: WELLS FARGO BANK, N.A
Adr: 1 HOME CAMPUS
Adr: DES MOINES, IA 50328
Adr:

Orig to Benef Info: APPLY FUNDS TO LOAN #0192320398
Borrower: SANSOTA, RAYMOND R./ 3RD PARTY

FI to FI Info:

BRANCH USE ONLY:
Fee: $ 0.00
If analyzed or waived, fee should be $0.
○ Collected ◉ Analyzed ○ Waived

WIRE RECAP:

Debit Account #	Redacted
Wire Amount	$ 51,000.00
Fee:	$ Redacted
Total Amount:	$ 51,000.00

Pacific Western Bank is not responsible for delays, errors, claims or damages occasioned by the fault or negligence of correspondents through whose hands it may pass, once PWB has delivered the transfer to its correspondent. If any transfer is to any point outside the United States and a refund is necessary for any reason, the refund is to be made at First National Bank's current buying rate for exchange at the time of such refund. I/We hereby request Pacific Western Bank to effect this transfer at my/our risk to such person as the receiving bank believes to be the within named payee.

AUTHORIZATION: ◉ Customer Authorization on File ○ Bank Use

Customer: TRUSTEE CORPS
Phone #: 949-252-8330 XT. 150/180
SS#/EIN #:

Signature:
Name/Title: OWNER/ TERRY JOHNSEN
Signature:
Name/Title:

BRANCH USE - CUSTOMER CALLBACK & OFFICER APPROVAL

Name & Telephone # of Customer Contact	Time Contacted	Response ☐ OK to process ☐ Discrepancy noted	Callback Performed By
Prepared By ☐ Bank Employee - Initials: ☐ Customer - Initials	Print Name of Approving Officer	Signature of Approving Officer	

WIRE DEPT USE

Input By	Verified By	Approved By	Ref #	Control #

REVISION 10/09/08 NML

Invoice Date
03/09/2011

Invoice Number
119416

Trustee Corps
17100 Gillette Ave
Irvine, CA 92614

Wells Fargo Bank, N.A.
3476 Stateview Blvd.
Fort Mill, SC 29715

TS #: NV09003798-10-1
Loan #: 0192320398
Investor #: 385243529
Homeowner: SANSOTA, FRANCINE M., SANSOTA, RAYMOND R.
Address: 1559 WARD FRONTIER LANE, HENDERSON, NV 89015
Open Date: 07/14/2010
Closed Date: 03/09/2011
Closed Reason: Sold to Third Party-Invoice

BILLING SUMMARY:

COSTS

DATE	COST DESCRIPTION	AMOUNT
07/16/2010	Trustees Sale Guarantee	$225.00
07/16/2010	Recording Notice of Default	$216.00
07/28/2010	Posting NOD	$85.00
07/28/2010	Invoice Processing Fee	$5.00
08/20/2010	Recording Substitution of Trustee	$14.00
08/20/2010	Recording Assignment	$15.00
02/04/2011	Recording Assignment	$15.00
02/04/2011	Certified Mailing Cost - One Month	$118.66
02/04/2011	Recording Notice of Sale	$15.00
02/04/2011	Publication	$468.75
02/04/2011	Recording - Certificate of Mediation	$14.00

FEES

DATE	FEE DESCRIPTION	AMOUNT
07/28/2010	Trustees Fee 1	$425.00
02/04/2011	Trustees Fee 2	$125.00
03/09/2011	Trustees Fee 3	$150.00

TOTALS

DESCRIPTION	AMOUNT
Total Costs Since Last Billing	$1189.41
Total Fees Since Last Billing	$700.00
Total Amount Due	$1889.41

Thank you for the opportunity to be of service.

TC000072

Case NV09003798-10-1 - Notes

File: NV09003798-10, Client: Wells Fargo Bank, N.A., Loan: 0182320385, Property: 1559 WARD FRONTIER LANE, HENDERSON, NV 89016, Clark
Module: Default Servicing, File Type: Default Servicing
Case: NV09003798-10-1, Ref Num: 300427843-NV-LPI, Type: Foreclosure, Seq: NV - TC, User: Lemus, Amy
Case Vendors: Agency Sales and Posting, LSI Title Company, as Agent, Sale Date: 03/09/2011
Summary View Add Note Category: All

Redacted

Redacted

File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10			General	Quezada, Carlos	03/14/2011 11:01:35	N/A
Note						Action
DEED GENERATED AND SENT OUT						Edit Delete
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	General	Diaz, Maria	03/14/2011 09:46:15	Yes
Note						Action
FUNDS WIRED TO WELLS FARGO AMOUNT: 61,000.00						Edit Delete
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Client	KMICS, Support	03/09/2011 14:24:47	No
Note						Action
ASAP Update Received Transaction Date: 03/09/2011 Transaction Type: SaleScheduling - ResultOfSale Order Number: NV09003798101 Reference Number: 3905217 Sale Date: 03/09/2011 Sale Result: SOLDTOTHIRDPARTY Sale Amt: $51000.00 Purchaser Name: THE PREM DEFERRED TRUST Purchaser Vesting: THE PREM DEFERRED TRUST Purchaser Address: 8350 W. SAHARA AVE. #160 Purchaser City: LAS VEGAS Purchaser State: NV Purchaser Zip: 89117 Purchaser Phone: 7029682807 Purchaser Rep: FEGIEL LOPEZ-ARREOLA						Edit Delete
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	General	Velasquez, Rosa	03/09/2011 12:34:45	Yes
Note						Action
BID RELEASED / 90% NPV 10:00 AM 3905217 NV09003798101 NV Clark (NV) Clear $50,614.20 SPECIFIED						Edit Delete
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Step Check List Item: 880. Presale	Anderson, Bukeke	03/08/2011 16:16:22	N/A

			Audit, List: Pre Sale Audit - NV, Item: Confirm Correct Bid			
Note						Action
NO MI- 90% NPV- $50,614.20						
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Step Check List Item: 880. Presale Audit, List: Pre Sale Audit - NV, Item: Sub Recorded	Anderson, Bukeka	03/08/2011 15:49:51	N/A
Note						Action
10/7/10						
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Step Check List Item: 880. Presale Audit, List: Pre Sale Audit - NV, Item: Notice of Sale Recorded Date	Anderson, Bukeka	03/08/2011 15:49:51	N/A
Note						Action
2/8/11						
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Step Check List Item: 880. Presale Audit, List: Pre Sale Audit - NV, Item: Note of Sale Posted	Anderson, Bukeka	03/08/2011 15:49:51	N/A
Note						Action
2/7/11						
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Step Check List Item: 880. Presale Audit, List: Pre Sale Audit - NV, Item: IRS Liens (Yes/No)	Anderson, Bukeka	03/08/2011 15:49:51	N/A
Note						Action
NO						
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Step Check List Item: 880. Presale Audit, List: Pre Sale Audit - NV, Item: Certificate Recorded	Anderson, Bukeka	03/08/2011 15:49:51	N/A
Note						Action
2/8/11						
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Step Check List Item: 880. Presale Audit, List: Pre Sale Audit - NV, Item: Confirm First Assignment Recorded	Anderson, Bukeka	03/08/2011 15:49:51	N/A
Note						Action
10/7/10						
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Step Check List Item: 880. Presale Audit, List: Pre Sale Audit - NV, Item: NOS Mailings Sent	Anderson, Bukeka	03/08/2011 15:49:51	N/A
Note						Action
2/9/11						
File	Case	Sequence	Category	Created by	Date	Private

NV09003798-10	NV09003798-10-1	NV - TC	Pop Up Alert	Papadopoulos, Nichole	02/28/2011 08:03:58	Ne

Note	Action
From: Rebecca Denise Feuble [mailto:rebecca_feuble@freddiemac.com] On Behalf Of External FCP Sent: Monday, February 28, 2011 4:51 AM To: Brandon.W.Snyder@wellsfargo.com Cc: Post Ponement Request Subject: Re: FM# 3852436529 Sale Date: 03/07/2011 Postponement request denied. FC timelines are severely aged and have been exhausted with no successful loss mit. Proceed to sale. Thank you Freddie Mac Servicer Postponement Requirements: Please make sure that all postponement requests are sent to External_FCP at least 5 Business days prior to foreclosure sale date. In the subject line please include the following: 1) The 9 digit Freddie Mac loan number ex. FM #1234567789 2) The foreclosure sale date in the following format (mm/dd/yyyy) 3) If the sale date is within 5 days from the request please include the word URGENT in the subject line. Please ensure the following template is filled out when submitting a request: Freddie Mac Loan #: Servicer Loan #: Borrower's Last Name: DDLPI: Foreclosure Sale Date: (mm/dd/yyyy) Attorney Name: Attorney Phone#: Complete Workout Package received (Y/N): Shortsale closing date (if app.): Reason for Postponement Request: For Emergency Requests (those within 24 hours of sale) the following team members may be contacted by phone in addition to a written request to External_FCP@freddiemac.com: Rebecca Feuble 703-782-4048 Benjamin Gottheim 703-782-4114 Ingrid Robinson 703-388-7507 If the sale is occurring in the state of "Florida" please include the word "Florida" in the subject line. Please note some jurisdictions require up to 14 days prior notification. Loans that are being reviewed or qualify under HAMP are to be directed to the Attorney Firms to establish the appropriate amount of time to postpone the foreclosure sales. Do not send HAMP/MHA requests to Freddie Mac, for we encourage the Servicers to work directly with the Attorney/Trustee Firms. Please provide the explanation of HAMP Review (only a 90 day period will be granted), or HAMP Trial Period, reporting the 1st date of the payment applied and when the last expected payment is to be made under the plan. <Brandon.W.Snyder@wellsfargo.com> 02/25/2011 08:30 AM To <External_FCP@freddiemac.com> cc <postponementrequest@trusteecorps.com> Subject FM# 3852436529 Sale Date: 03/07/2011	Edit Delete

Requesting investor approval to postpone this foreclosure sale date to allow for short sale reviews. Thank You.
Freddie Mac Loan #: 385243528
Servicer Loan #: 0192320398
Borrower's Last Name: SANSOTA
DOLPI: 11/2008
Foreclosure Sale Date: 03/07/2011
Attorney Name: Malcolm Cisneros
Attorney Phone#: 949-252-9400
Complete Workout Package received (Y/N): Y
Shortsale closing date (if app.):
Reason for Postponement Request: SS REVIEWS

Brandon Snyder
Loan Servicing Specialist
Loss Mitigation
Wells Fargo Home Mortgage | 9478 Stateview Blvd | Fort Mill, SC 29715
MAC X7801-01K
Tel: 803-835-9121 | Fax: 866-512-8547
Brandon.W.Snyder@wellsfargo.com

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File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Client	KMICS, Support	02/24/2011 10:57:01	No
Note						Action
ASAP Update Received Transaction Date: 02/24/2011 Transaction Type: Publication Order Number: NV09003798101 Reference Number: 3905217						Edit Delete

File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Client	KMICS, Support	02/16/2011 05:19:12	No
Note						Action
ASAP Update Received Transaction Date: 02/16/2011 Transaction Type: Publication Order Number: NV09003798101 Reference Number: 3905217 Pub Order: 3905217 Fee: $348.75 Setup Fee: $45.00 Newspaper: Nevada Legal News (NV) Pub Date: 02/09/2011 Pub Date: 02/16/2011 Pub Date: 02/23/2011						Edit Delete

File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Client	KMICS, Support	02/11/2011 13:21:51	No
Note						Action
ASAP Update Received Transaction Date: 02/11/2011 Transaction Type: NOSPosting Order Number: NV09003798101 Reference Number: 3905217 Pub Order: 3905217 Fee: $0.00 Posting Date: 02/07/2011						Edit Delete

File	Case	Sequence	Category	Created by	Date	Private

NV09003798-10	NV09003798-10-1	NV - TC	Client	KMICS, Support	02/11/2011 13:21:51	No
Note						Action
ASAP Update Received Transaction Date: 02/11/2011 Transaction Type: NOSPosting Order Number: NV09003798101 Reference Number: 3905217 Pub Order: 3905217 Fee: $120.00 Posting Date: 02/07/2011						Edit Delete
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Step 820: NOS RECORDED	KMICS, Support	02/08/2011 16:19:58	N/A
Note						Action
Completed via FNDS TSG integration						
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Client	KMICS, Support	02/08/2011 08:52:36	No
Note						Action
ASAP Update Received Transaction Date: 02/08/2011 Transaction Type: Publication Order Number: NV09003798101 Reference Number: 3905217						Edit Delete
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Client	KMICS, Support	02/04/2011 13:39:35	No
Note						Action
ASAP Update Received Transaction Date: 02/04/2011 Transaction Type: SaleScheduling - Confirmation Order Number: NV09003798101 Reference Number: 3905217 Sale Location: At the front entrance to Nevada Legal News located at 930 S. 4TH Street, Las Vegas, NV 89101 Pub Date: 02/09/2011 Pub Date: 02/16/2011 Pub Date: 02/23/2011						Edit Delete
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Client	KMICS, Support	02/04/2011 13:39:35	No
Note						Action
ASAP Update Received Transaction Date: 02/04/2011 Transaction Type: Publication Order Number: NV09003798101 Reference Number: 3905217 Pub Order: 3905217 Fee: $0.00 Setup Fee: $0.00 Newspaper: Nevada Legal News (NV) Pub Date: 02/09/2011 Pub Date: 02/16/2011 Pub Date: 02/23/2011						Edit Delete
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Client	KMICS, Support	02/04/2011 13:39:35	No
Note						Action
ASAP Update Received Transaction Date: 02/04/2011 Transaction Type: NOSPosting Order Number: NV09003798101 Reference Number: 3905217 Pub Order: 3905217 Fee: $0.00 Posting Date: 02/09/2011 Pub Date: 02/09/2011 Pub Date: 02/16/2011 Pub Date: 02/23/2011						Edit Delete

File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Client	Romero, Esteban	02/04/2011 13:11:35	Yes
Note						Action
Step Prepare and Proof Sale Notice (End) triggered charge Publication (Cost) for $1500.00.						Edit Delete
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Step Check List Item: 880. Prepare and Proof Sale Notice, List: Assignment, Item: Confirm First Assignment Recd	System	01/27/2011 11:10:25	N/A
Note						Action
N/A						
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Step 150: Military Check	Padilla, Bobby	01/24/2011 08:16:55	N/A
Note						Action
Completed via batch text file upload by Padilla, Bobby						
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	General	Gonzalez, Jorge	01/23/2011 16:12:56	Yes
Note						Action
NV Cert placed in Cert folder						Edit Delete
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Step 600: CONFIRM IF MEDIATION REQUIRED	Gonzalez, Jorge	11/09/2010 09:54:48	N/A
Note						Action
PREPARED MEDIATION TRUSTEE AFFIDAVIT.						
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Step Check List Item: 600. CONFIRM IF MEDIATION REQUIRED, List: Mediation, Item: Borrower Returned Election to Mediate Form	Gonzalez, Jorge	11/09/2010 09:54:48	N/A
Note						Action
.						
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Mediation	Gonzalez, Jorge	11/08/2010 09:51:33	Yes
Note						Action
PREPARED MEDIATION TRUSTEE AFFIDAVIT.						Edit Delete
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Step 590: Receive Sub	Mora, Sandy	10/05/2010 12:53:10	N/A
Note						Action
SOT RECEIVED SENT TO RECORD.						
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Step Check List Item: 580. Receive Assignment, List: Docs, Item: Military Aff Received	Salazar, Bonita	08/26/2010 16:19:30	N/A
Note						Action
NON-MIL RECEIVED SENT TO FILING						
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	General	Cortopassi, Kimberly	08/20/2010 09:44:57	Yes

Note	Action
ASSIGNMENT (MERS to WELLS FARGO) RECORDED JULY 28, 2010 --- TITLE SUMMARY NV09003798-10 CURRENT LIEN HOLDER: WELLS FARGO BANK IS ASSIGN NEEDED *Assignment needed from WELLS current lien holder to FHLMC Other Assignment from N/A to N/A LIEN POSITION: FIRST Title Grade: UNKNOWN PRIOR LIENS SHOWING ON TITLE: None DOT (s): 1st in the amount of $128,800.00 (WELLS - OURS) 2nd in the amount of $104,800.00 (MERS - JR) Judgment (s): Lien position: JR /judgments/figures/plaintiff DELINQUENT PROPERTY TAXES: Year: Amt: IRS LIENS: Yes or None Amt: LIS PENDENS AND/OR FORFEITURE ACTIONS: Filed by Respondent/Defendant Copy of TSG Imaged/Attached for your reference Documents Imaged/Attached for execution: Substitution, Assignment(s) and Military Affidavit *ASSIGNMENT (MERS to WELLS FARGO) RECORDED JULY 28, 2010 ** A HOMESTEAD DECLARATION RECORDED APRIL 10, 2007 --- From: Kimberly Cortopassi Sent: Friday, August 20, 2010 9:44 AM To: `affidavitsfnbus@wellsfargo.com` Subject: NV09003798-10 ---------- 0192320398 ---------- FHLMC ---------- NEED BY 9/3/2010	Edit Delete

File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Client	KMICS, Support	07/28/2010 17:02:55	Yes
Note						Action
Step FIRST LEGAL RECORDED (End) triggered charge PACER (Cost) for $0.00.						Edit Delete
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Step 306: FIRST LEGAL RECORDED	KMICS, Support	07/28/2010 17:02:55	N/A
Note						Action
Completed via FNDS TSG Integration						
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	General	Yamami, Allison	07/28/2010 13:48:49	Yes
Note						Action
From: Allison Yamami Sent: Wednesday, July 28, 2010 1:48 PM To: FIDELITY Subject: NOD NV09003798-10-1 CLARK						Edit Delete

PLEASE RECORD NOD

File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	General	Del Rio, Lizeth	07/28/2010 13:26:18	Yes
Note						Action
Pending Order#: 1597795 Client: (TCORPS) - Trustee Corps Client Reference#: NV09003798101 Loan Number: 0192320398 Trustor/Borrower Name: SANSOTA State: NV Post On Date: 07/28/10 Service(s) requested: Post Instructions: Documents attached: DNGR (doc) LEGAL (pdf) NOD (doc) NOTE (pdf)						Edit Delete

File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	General	Tapia, Enrique	07/27/2010 10:03:37	Yes
Note						Action
EXECUTED ASSIGNMENT RECEIVED, SENT TO RECORD. OK TO PROCEED						Edit Delete

File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	General	Oregon, Adrian	07/27/2010 08:21:32	Yes
Note						Action
asst received mers to wf sent to bobby						Edit Delete

File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Pop Up Alert	Aragon, Gina	07/19/2010 12:11:40	Yes
Note						Action
PLEASE BRING EXECUTED ASSIGNMENT TO FIRST LEGAL DEPT. Dismissed by Tapia, Enrique on 07/27/2010 at 10:03 AM						Edit Delete

File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	General	Aragon, Gina	07/19/2010 12:11:15	Yes
Note						Action
WAITING FOR MERS ASSIGNMENT TO BE SIGNED AND RETURN BEFORE WE ARE ABLE TO RECORD THE FIRST LEGAL ACTION						Edit Delete

File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Client	Sagrero, Madeline	07/16/2010 08:32:05	Yes
Note						Action
Step Complete Case Setup/Order Bene check/Title (End) triggered change Trustees Sale Guarantee (Cost) for $0.						Edit Delete

File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Client	KMICS, Support	07/14/2010 08:44:13	No
Note						Action
VendorScape Referral Load. Referral Info: Type: FC Process: Foreclosure Client: Wells Fargo Home Mortgage File Type: Default Servicing Vendorscape Id: Redacted Loan Info:						Edit Delete

Loan Number: 0192320398
Type: FHLMC
Vendor Type: Conventional-No PMI
Portfolio: 708
Lien Position: 1
Orig Amount: 128800
Loan Balance: 118356.97
Late Charge Amount: 38.64
Origination Date: 01/27/2004
Maturity Date: 02/01/2034
Duration: 0
Interest Rate: 6
Interest Method: Fixed
Per Diem: 19.46
Last Payment Date: 12/01/2009
Next Payment Date: 12/01/2009
Default Date: 12/01/2009
Current Payment: 958.52

Property Info:

Type: Condo/Townhouse
Units: 0
Legal Description: Client: SEE ATTACHED
Tax Id: 179346141&4
Addr1: 1558 WARD FRONTIER LANE
City: HENDERSON
State: NV
Zip: 89015
County: CLARK

Party Info:

Type: Borrower
Ssn: Redacted
First Name: RAYMOND
Last Name: SANSOTA
Military: N
Deceased: N
Home Ph: 8999999999
Addr1: 1558 WARD FRONTIER LN
City: HENDERSON
State: NV
Zip: 89002-8382

Type: Borrower
Ssn: Redacted
First Name: FRANCINE
Last Name: SANSOTA
Military: N
Deceased: N
Home Ph: 8999999999
Addr1: 1558 WARD FRONTIER LANE
City: HENDERSON
State: NV
Zip: 89015
County: CLARK

Type: Investor
Co Name: FHLMC
Ref Number: 386243529

Foreclosure Info:

Case Info:

Arrearage Info:

Type: Late Charges
Start Date: 01/20/2009
Amount: 38.64

Type: Late Charges

Start Date: 01/26/2009
Amount: -38.64

Type: Late Charges
Start Date: 06/16/2009
Amount: 38.64

Type: Late Charges
Start Date: 07/16/2009
Amount: 38.64

Type: Late Charges
Start Date: 08/17/2009
Amount: 38.64

Type: Late Charges
Start Date: 12/16/2009
Amount: 38.64

Type: Late Charges
Start Date: 03/16/2010
Amount: 38.64

Type: Late Charges
Start Date: 04/16/2010
Amount: 38.64

Type: Late Charges
Start Date: 05/17/2010
Amount: 38.64

Type: Late Charges
Start Date: 06/14/2010
Amount: -270.48

Type: Late Charges
Start Date: 06/16/2010
Amount: 38.64

Type: Escrow Advance
Amount: 319.49

Type: Inspection Fee
Start Date: 06/26/2010
Amount: 15

Type: LATE PAYMENT
Start Date: 12/01/2009
Amount: 958.52

Type: LATE PAYMENT
Start Date: 01/01/2010
Amount: 958.52

Type: LATE PAYMENT
Start Date: 02/01/2010
Amount: 958.52

Type: LATE PAYMENT
Start Date: 03/01/2010
Amount: 954.73

Type: LATE PAYMENT
Start Date: 04/01/2010
Amount: 954.73

Type: LATE PAYMENT
Start Date: 05/01/2010
Amount: 954.73

Type: LATE PAYMENT
Start Date: 06/01/2010
Amount: 954.73

Type: LATE PAYMENT

Start Date: 07/01/2010
Amount: 854.73

Status Info:

Date: 07/14/2010
Val: Open

Event Info:

Src Event Id: 1
Name: Accept Referral
Due Date: 07/14/2010
Comp Date: 07/14/2010

Src Event Id: 41
Name: FIRST LEGAL ACTION
Due Date: 07/21/2010

Src Event Id: 468
Name: Title Received
Due Date: 08/28/2010

Src Event Id: 86
Name: Presale Redemption Expires
Due Date: 10/21/2010

Src Event Id: 7
Name: First Pub Date Plan
Due Date: 10/26/2010

Src Event Id: 8
Name: Sale Date
Due Date: 11/20/2010

Src Event Id: 362
Name: Accept Referral
Due Date: 07/14/2010
Comp Date: 07/14/2010

File: NV09003798-10, Client: Wells Fargo Bank, N.A., Loan: 0192320398, Property: 1559 WARD FRONTIER LANE, HENDERSON, NV 89016, Clark
Module: Default Servicing, File Type: Default Servicing
Case: NV09003798-10-1, Ref Num: 100427843-NV-LPI, Type: Foreclosure, Seq: NV - TC, User: Lemus, Amy
Case Vendors: Agency Sales and Posting, LSI Title Company, as Agent, Sale Date: 03/09/2011

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06/17/2012, 12:12:01, by Johnelle Gomez
[NOTIFICATION OF LITIGATION ACTION SENT TO LENDER VIA LPS AND EMAIL]

From: Johnnelle Gomez
Sent: Thursday, May 17, 2012 12:19 PM
To: 'mortgage.resolution.escalated.intake@bankofamerica.com'
Cc: 'Rebecca Kern'; 'Cindy Stock'; Matthew Tokarz
Subject: NV0938405-1 / New Litigation Filing

Borrower: Laghael
Loan #: [redacted]

Good Afternoon,

Please find attached the Complaint naming BAC filed by the borrower (also uploaded into LPS). Per FHLMC Guidelines please provide authorization for our Attorney to represent BAC in the litigation action as our Attorney is Designated FHLMC Litigation counsel.

Thank you,

Providing Default Services in AZ, CA, ID, MT, NV, OR, TX & WA

[redacted]
Johnnelle Gomez
Paralegal
17100 Gillette Ave. Irvine, CA 92614
Tel: 949-252-8300 ext. 255
Fax: 949-752-7328
JGomez@TrusteeCorps.com

05/17/2012, 12:11:34, by Johnelle Gomez
[MC-NV'S PRIOR EMAIL ADVISES THEY WILL BE NOTIFYING FHLMC OF THE LITIGATION ACTION]

05/17/2012, 12:02:38, by Johnelle Gomez
[LITIGATION DOCS ESCALATED TO MATT TOKARZ FOR REVIEW]

05/17/2012, 11:48:28, by Johnelle Gomez
[EMT MC REQUESTING UD STATUS]

From: Johnnelle Gomez
Sent: Thursday, May 17, 2012 11:45 AM
To: 'Rebecca Kern'; Erin Allinder; Matthew Tokarz
Cc: Cindy Stock; Debbie Palce; Brandon Johnson; Audrey Bryan
Subject: RE: Bijan Laghael Litigation

Hi Rebecca,

Thank you for the courtesy notification. TC has not been served and was not aware of the filing. Is this the same Terry Thomas we previously dealt with? Matt is out of the office today. After he's had a chance to review the Complaint we will be sending this over to Rick Reynolds to represent TC. Can you tell us the status of your eviction action? Rick will ask that we

include this information in our referral to his office.

Harmony: Please note there is now a litigation action affecting the property.

Thank you,

Providing Default Services in AZ, CA, ID, MT, NV, OR, TX & WA

Johnnelle Gomez
Paralegal
17100 Gillette Ave. Irvine, CA 92614
Tel: 949-252-8300 ext. 255
Fax: 949-752-7328
JGomez@TrusteeCorps.com

05/17/2012, 11:43:16, by Johnelle Gomez
[COURTESY NOTIFICATION FROM MC OF LITIGATION FILING BY BORROWER]

From: Rebecca Kern [mailto:RKern@mchw.org]
Sent: Thursday, May 17, 2012 11:26 AM
To: Erin Allinder; Johnnelle Gomez; Matthew Tokarz
Cc: Cindy Stock; Debbie Paice
Subject: Bijan Laghaei Litigation
Importance: High

Good morning Trustee Corps.,

Our office is handing the eviction for the property located at 25 Winterberry Court, Reno, NV, f/k/a 25 Snowberry Circle, Reno, NV. Mr. Bijan filed an Answer and Counterclaim in the justice court eviction action. He has now filed Terry Thomas to represent him. Terry mail served me a Motion to Transfer case to District Court. Attached as an exhibit is a copy of the Complaint he filed in Nevada State District Court. He has named several defendants including TC. See attached. He has also filed a Motion to Consolidate.

I am not sure if any of the defendants have been properly served with the Complaint, but I wanted to get it to you just in case.

We will be forwarding a copy of it to our Freddie Mac litigation paralegal contact to see if she wants us to accept service and remove the district court action to federal court and oppose the motion to consolidate.

In the meantime, I will be filing an Opposition to the Motion to Transfer in Justice Court.

Thanks,

Rebecca

FYI: I found the County Commissioner's minutes, wherein the commission formally changed the street name from Snowberry to Winterberry. See attached Minutes: page 28, entry 05-668.

12/20/2011, 17:43:57, by Amy Lemus

From: Amy Lemus
Sent: Tuesday, December 20, 2011 5:43 PM
To: Brandon Johnson; Lucy McCord; 'Teddy Francisco'
Cc: Support HE
Subject: RE: 2ND REQUEST RE: CORRECTIVE TDUS NEEDED ASAP! NV0938405-1 / 891888 26 SNOBERRY CIRCLE RENO NV 89511

NV0938405-1 090206786

Do you have record of receiving my corrective TDUS

Amy Lemus
Trustee Sale Officer- Supervisor
NV Freddie Mac Unit
Trustee Corps/Malcolm Cisneros
17100 Gillette Avenue
Irvine, CA 92614
Phone: 949-252-8300 x 104
Fax: 949-752-0320
alemus@trusteecorps.com

Providing Default Services In AZ, CA, ID, MT, NV,OR, TX & WA

From: Brandon Johnson
Sent: Tuesday, December 20, 2011 3:02 PM
To: Amy Lemus
Cc: Support HE
Subject: RE: 2ND REQUEST RE: CORRECTIVE TDUS NEEDED ASAP! NV0938405-1 / 891888 26 SNOBERRY CIRCLE RENO NV 89511

Hi Amy,

I know we talked about this one in passing the other day. I think you said you sent the corrective deed to be recorded. Have you received a conformed copy as of yet? I don't see one on the title company's website.

Thank you,

Brandon Johnson
Title Curative Department
Harmony Escrow, Inc. . | 17100 Gillette Avenue | Irvine, CA 92614
Tel: 949-660-0050 ext 188 | Fax: 949-660-1051
For faster service, please email
bjohnson@harmonyescrow.com

For escalated matters contact:
Audrey Bryan(Escrow Manager) abryan@harmonyescrow.com

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person other than the intended recipient is not intended to waive any right or privilege. If you have received this message in error, please promptly notify the sender by e-mail and immediately delete this message from your system.

From: Brandon Johnson
Sent: Wednesday, December 07, 2011 11:32 AM
To: Amy Lemus
Cc: Support HE
Subject: 2ND REQUEST RE: CORRECTIVE TDUS NEEDED ASAP! NV0938405-1 / 891888 25 SNOBERRY CIRCLE RENO NV 89511

Hello Amy,

Please have a corrective TDUS recorded to correct the vesting. The current vesting on the TDUS reads as Federal Home Loan Mortgage Company. Correct vesting should be Federal Home Loan Mortgage Corporation.

Thank you,

Brandon Johnson
Title Curative Department

10/12/2011, 13:25:38, by Johnelle Gomez
[NO ACTIVE LITIGATION AT THIS TIME]

10/06/2011, 13:36:43, by Douglas Nunez
LITIGATION CASE OPENED IN CASE AWARE NV08002945-11

07/13/2011, 14:06:04, by Jim Reynolds
assdt attached, tdus sent to record

06/17/2011, 16:27:47, by Amy Lemus
From: Amy Lemus
Sent: Friday, June 17, 2011 4:27 PM
To: 'ladamson@greenrivercap.com'
Cc: Omar Reynosa
Subject: RE: Legal Description Needed NV NV0938405-1

See TSG, it looks like it was Snowberry on DOT but is now Winterberry.

Amy Lemus
Trustee Sale Officer- Supervisor
NV Freddie Mac Unit
Trustee Corps/Malcolm Cisneros
17100 Gillette Avenue
Irvine, CA 92614
Phone: 949-252-8300 x 104
Fax: 949-752-7245
alemus@trusteecorps.com

Freddie Mac Designated Counsel in AZ, CA & NV
Fannie Mae Designated Counsel in AZ & CA
Providing Default Services in AZ, CA, ID, MT, NV,OR, TX & WA

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From: Omar Reynosa
Sent: Friday, June 17, 2011 12:33 PM
To: Amy Lemus
Subject: Legal Description Needed

Tammy called in to verify Address and requested a copy of the legal description. Thanks!

tadamson@greenrivercap.com - (801) 466-3215 : Tammy Adamson

Omar Reynosa

08/14/2011, 12:24:38, by Rosa Velasquez

Trustee Corps
Re: Sale Results
Priority No.: 816652

Attn: Foreclosure Department
Your T.S. Number NV0938405-1 reverted back to the beneficiary on 08/14/2011 in the county of Washoe, NV at 11:00AM

Sale Conducted at: 12:15 PM

for the amount of $288,325.00.

No. of Witnesses Present: 15

08/14/2011, 11:49:19, by Rosa Velasquez

BID RELEASED / MI
NV0938405-1 816652 BID LOW $273,304.12 HIGH $341,375.15 ($1,000.00 INCREMENTS) ..... CLEAR W
ashoe, NV 11:00 AM 11:00 AM

TOTAL DEBT $341,375.15

05/11/2011, 08:44:00, by Bukeka Anderson

FC_Postponement_Notification : DDF : Melissa Ason, Bank of America : 5/10/2011 11:00:00 AM
User has completed the Post_Dtl data form with the following entries:
Instructions: : Postpone as Borrower is in the 2nd Look process
Timeframe: : 30 days

04/27/2011, 09:25:16, by Cecilia Lara

ATTY'S FEE 700.00
TSG 1,325.89
MAILINGS & RECORDINGS COST 905.50

POSTING & PUBLICATION COST 1,615.00
TOTAL 4,546.39
GOOD THROUGH DATE 6/10/2011
**** Please note that this is an estimate of the fees and costs and may be subject to change. ****

04/26/2011, 09:41:13, by Bukeka Anderson
FC_Postponement_Notification : DDF : Victoria Buencamino, Bank of America : 4/18/2011 5:48:00 PM
User has edited the Post_Dtl Data Form with the following entries:
- Timeframe: Please postpone the 4/26/2011 for 15 days as we do not have information that all Loss Mitt efforts have been exhausted. Please be sure to update the new sale date and re-launch the HAMP Sale process as previously instructed.

04/18/2011, 12:40:47, by Vinl Amezcua
hamp sale process was not completed

03/23/2011, 12:22:58, by Emie Aguilar
OrderPubDateDown deadline changed from 06/15/2008 to 03/23/2011.

03/23/2011, 12:22:45, by Emie Aguilar
SetSaleProcess deadline changed from 06/16/2008 to 03/23/2011.

01/19/2011, 09:45:11, by Jessica Juarez
NO HOLD IN LPS RELEASED HOLD.

07/09/2010, 08:09:53, by James Matthews
BPI Notification
[redacted] DELAY - Other OK / follow up 7/23/2010.

06/04/2010, 10:06:04, by Kelly Schnell
DATE: 6/4/2010

BIJAN LAGHAEI
25 SNOWBERRY CIRCLE
RENO, NV 89511

Reinstatement / Pay Off Demand

TRUSTEE SALE #: NV0938405-1
LOAN #: [redacted]
PROPERTY: 25 SNOWBERRY CIRCLE, RENO, NV 89511,
REINSTATEMENT DEMAND

Payments	$ 47,877.20
Late charges	$ 224.48
Inspections	$ 255.00
Suspense Balance	$ (20,510.00)

Sub-Total fees due Beneficiary: $ 27,846.68

Sub-Total foreclosure fees/costs due Trustee: $ 3,298.89

TOTAL amount due to REINSTATE loan: $31,246.55

**** IMPORTANT ****
THESE FIGURES ARE SUBJECT TO FINAL VERIFICATION UPON RECEIPT OF FUNDS

[Please note the following:]

THIS STATEMENT EXPIRES ON: _7/2/2010____@__3:00p.m_

06/03/2010, 10:39:24, by Dominic Barrera
Billed & Paid:
Billed not paid:
Outstanding Fees: 650.00
Outstanding Costs: 2,749.89

TOTAL FEES & COSTS: 3,289.89
Good through date: 7/2/2010
**** Please note that this is an estimate of the fees and costs and may be subject to change. ****

05/04/2010, 11:30:36, by Pedro Garza
[redacted] DELAY - Other OK

04/22/2010, 13:11:47, by Kelly Schnell
DATE: 4/22/2010

BIJAN LAGHAEI
25 SNOWBERRY CIRCLE
RENO, NV 89511

Reinstatement / Pay Off Demand

TRUSTEE SALE #: NV0938405-1
LOAN #: [redacted]
PROPERTY: 25 SNOWBERRY CIRCLE, RENO, NV 89511,
REINSTATEMENT DEMAND

Payments	$ 43,179.48
Late charges	$ 224.48
Inspections	$ 240.00
Suspense Balance	$ (20,510.00)

Sub-Total fees due Beneficiary: $ 23,133.94

Sub-Total foreclosure fees/costs due Trustee: $ 3,299.89

TOTAL amount due to REINSTATE loan: $26,433.83

**** IMPORTANT ****
THESE FIGURES ARE SUBJECT TO FINAL VERIFICATION UPON RECEIPT OF FUNDS

MTC000105

[Please note the following:]

THIS STATEMENT EXPIRES ON: 5/14/2010 @ 3:00p.m.

04/19/2010, 08:17:52, by Israel Cervantes

ATTY'S FEE 550.00
TSG 1,326.89
MAILINGS & RECORDINGS COST 595.00
POSTING & PUBLICATION COST 829.00
TOTAL 3,299.89
GOOD THROUGH DATE 5/14/2010
**** Please note that this is an estimate of the fees and costs and may be subject to change. ****

02/01/2010, 11:01:08, by Natalie Resendiz

From: Natalie Resendiz
Sent: Monday, February 01, 2010 11:01 AM
To: 'Simon, Alan M'; Carey, Stephen M
Cc: Thomas, Rachel V
Subject: RE: nv0938405-1/ loan [redacted]/25 SNOWBERRY CIRCLE RENO, NV 89511/laghaei

Rachel,
Forbearance funds in the amount of $19,810.00 have been resent to the Newark office through fed ex tracking # 7883-5140-0167. Please advise your cashiering department to accept funds. Thank you!

Alan:

Thank you for assisting me with this forbearance issue.
Thanks,

Natalie Resendiz
Accounting Department
TRUSTEE CORPS
Tel (949) 252-8300
Fax (949) 252-8330
nresendiz@trusteecorps.com

02/01/2010, 10:52:43, by Natalie Resendiz

Per bank of americas instructions resend funds attached copy of forbearance agreement

fed ex 798351400167

check 40798

amount $ 19810.00

02/01/2010, 10:50:14, by Natalie Resendiz

From: Simon, Alan M [mailto:alan.m.simon@bankofamerica.com]
Sent: Monday, February 01, 2010 10:45 AM
To: Natalie Resendiz; Carey, Stephen M

Cc: Thomas, Rachel V
Subject: FW: nv0938405-1/ loan [redacted] /25 SNOWBERRY CIRCLE RENO, NV 89511/laghaei

To: Stephen M Carey,

Thank you for taking the time and speaking with about this loan. Per our conversation, You are going to assign this loan to Thomas, Rachel V. I have enclosed copy of the the forbearance agreement with the law firm. I have also enclosed a copy of the check that the law firm will re-mail to the Newark payment dept.

To: Thomas, Rachel V

If you have question about this laon please feel free to contact the law firm.

To: Natalie Resendiz,

For all future loans with Forbearance agreements Stephen M Carey is point of contact. Also contact the foreclosure tech.

Alan M Simon
MLO-Sr Foreclosure Specialist
Pre-Sale Foreclosure
805-955-3857 Direct
alan.m.simon@bankofamerica.com
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From: Natalie Resendiz [mailto:nresendiz@trusteecorps.com]
Sent: Thursday, January 28, 2010 1:55 PM
To: Simon, Alan M
Cc: Horacio Montoya
Subject: RE: nv0938405-1/ loan [redacted] /25 SNOWBERRY CIRCLE RENO, NV 89511/laghaei
Alan,

Please see attached Forbearance agreement and check in the amount of $18,810.00 that was forwarded to bank of America on behalf of the borrower. Thanks

Thanks,

Natalie Resendiz
Accounting Department
TRUSTEE CORPS
Tel (949) 252-8300

01/28/2010, 17:33:09, by Horacio Montoya

From: Natalie Resendiz
Sent: Thursday, January 28, 2010 1:56 PM
To: Simon, Alan M
Cc: Horacio Montoya
Subject: RE: nv0938405-1/ loan [redacted] /25 SNOWBERRY CIRCLE RENO, NV 89511/laghaei

Alan,

Please see attached Forbearance agreement and check in the amount of $19,810.00 that was forwarded to bank of America on behalf of the borrower. Thanks

Thanks,

Natalie Resendiz
Accounting Department
TRUSTEE CORPS
Tel (949) 252-8300
Fax (949) 252-8330
nresendiz@trusteecorps.com

Offices in California Nevada Arizona
Trustee Corps (Freddie Mac and Fannie Mae Processing Office)
2112 Business Center Drive
2nd Floor - Suite 201
Irvine, CA 92612
Fannie Mae Retained Counsel in CA & AZ Freddie Mac Designated Counsel in AZ,CA & NV
Default services in CA, NV, AK, AZ, CA, ID, MT, NV, OR, HI, TX & WA
** Please send all Postponement Requests to postponementrequest@trusteecorps.com **
** Please send all Cancellation, Stop Foreclosure & Close & Bill Requests to stopforeclosure@trusteecorps.com **
** Please send all Bid Instructions to salebids@trusteecorps.com **
Additional contact people and escalation for contacts:
To reach an operator call 949-252-8300 and press 0

Ryan Newman, Sales and Postponments: rnewman@trusteecorps.com
Clarissa Gastelum, Support: cgastelum@trusteecorps.com
Ivy Le, Loss Mitigation: ile@trusteecorps.com
Juan Carrillo, VP, Default Operations (Trustee Corps) (jcarrillo@trusteecorps.com)
Gloria Juarez, Accounting Manager (Trustee Corps and Harmony Escrow) gjuarez@trusteecorps.com
Robert Ruelas, Marketing and Client Manager (Trustee Corps and Harmony Escrow) rruelas@trusteecorps.com
David King, Associate General Counsel (Trustee Corps and Harmony Escrow) dking@trusteecorps.com
Audrey Bryan, Escrow Manager (Harmony Escrow) abryan@harmonyescrow.com
Rande Johnsen: Director (rjohnsen@trusteecorps.com)

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From: Simon, Alan M [mailto:alan.m.simon@bankofamerica.com]
Sent: Thursday, January 28, 2010 12:02 PM
To: Natalie Resendiz
Subject: RE: nv0938405-1/ loan [redacted]/25 SNOWBERRY CIRCLE RENO, NV 89511/laghaei

Per our conversation, you are going to send me a new e-mail with the customers forbearance agreement.

Alan M Simon
MLO-Sr Foreclosure Specialist
Pre-Sale Foreclosure
805-955-3857 Direct
alan.m.simon@bankofamerica.com
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From: Natalie Resendiz [mailto:nresendiz@trusteecorps.com]
Sent: Thursday, January 28, 2010 11:36 AM
To: Luna, Teresa; Simon, Alan M
Subject: RE: nv0938406-1/ loan [redacted] /25 SNOWBERRY CIRCLE RENO, NV 89511/laghaei
Alan,

Is there any update on funds that were returned to us in the amount of $19810.00, we need to get this issue resolved borrower is calling in regarding funds. Please advise as soon as possible thank you!

Thanks,

Natalie Resendiz
Accounting Department
TRUSTEE CORPS
Tel (949) 252-8300
Fax (949) 252-8330
nresendiz@trusteecorps.com

Offices in California Nevada Arizona
Trustee Corps (Freddie Mac and Fannie Mae Processing Office)
2112 Business Center Drive
2nd Floor - Suite 201
Irvine, CA 92612

Fannie Mae Retained Counsel in CA & AZ Freddie Mac Designated Counsel in AZ,CA & NV
Default services in CA, NV, AK, AZ, CA, ID, MT, NV, OR, HI, TX & WA
** Please send all Postponement Requests to postponementrequest@trusteecorps.com **
** Please send all Cancellation, Stop Foreclosure & Close & Bill Requests to stopforeclosure@trusteecorps.com **
** Please send all Bid Instructions to salebids@trusteecorps.com **
Additional contact people and escalation for contacts:
To reach an operator call 949-252-8300 and press 0

Ryan Newman, Sales and Postponments: mewman@trusteecorps.com
Clarisa Gastelum, Support: cgastelum@trusteecorps.com
Ivy Le, Loss Mitigation: ile@trusteecorps.com
Juan Carrillo, VP, Default Operations (Trustee Corps) (jcarrillo@trusteecorps.com)
Gloria Juarez, Accounting Manager (Trustee Corps and Harmony Escrow) gjuarez@trusteecorps.com
Robert Ruelas, Marketing and Client Manager (Trustee Corps and Harmony Escrow) rruelas@trusteecorps.com
David King, Associate General Counsel (Trustee Corps and Harmony Escrow) dking@trusteecorps.com
Audrey Bryan, Escrow Manager (Harmony Escrow) abryan@harmonyescrow.com
Rende Johnsen: Director (rjohnsen@trusteecorps.com)

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From: Luna, Teresa [mailto:teresa.luna@bankofamerica.com]
Sent: Monday, January 25, 2010 10:09 AM
To: Simon, Alan M
Cc: Natalie Resendiz
Subject: FW: nv0938405-1/ loan [redacted] /25 SNOWBERRY CIRCLE RENO, NV 89511/laghaei
Importance: High

Alan,

This appears to have been your file before it went into MHA review. Please see email below from attorneys office.

Have a beautiful day,

~Teresa Luna~
MLO-Loan Svcs Specialist
LP-FC PRESALE PL
805-955-3884 Office 1757 TapoCanyon Road
Mail stop: CA6-919-01-17
Simi Valley, CA, 93065

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From: Natalie Resendiz [mailto:nresendiz@trusteecorps.com]
Sent: Monday, January 25, 2010 8:38 AM
To: Luna, Teresa
Subject: RE: nv0938405-1/ loan [redacted] /25 SNOWBERRY CIRCLE RENO, NV 89511/laghael
Importance: High

Teresa,

Can you please help me with the issue below regarding funds returned to us from bank of America? Nobody has responded the below email and we need to resolve this issue can you please forward to the correct contact. Thank you!
Thanks,

Natalie Resendiz
Accounting Department
TRUSTEE CORPS
Tel (949) 252-8300
Fax (949) 252-8330
nresendiz@trusteecorps.com

Offices in California Nevada Arizona
Trustee Corps (Freddie Mac and Fannie Mae Processing Office)
2112 Business Center Drive
2nd Floor - Suite 201
Irvine, CA 92612
Fannie Mae Retained Counsel in CA & AZ Freddie Mac Designated Counsel in AZ,CA & NV
Default services in CA, NV, AK, AZ, CA, ID, MT, NV, OR, HI, TX & WA
** Please send all Postponement Requests to postponementrequest@trusteecorps.com **
** Please send all Cancellation, Stop Foreclosure & Close & Bill Requests to stopforeclosure@trusteecorps.com **
** Please send all Bid Instructions to salebids@trusteecorps.com **
Additional contact people and escalation for contacts:
To reach an operator call 949-252-8300 and press 0

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Clarisa Gastelum, Support: cgastelum@trusteecorps.com
Ivy Le, Loss Milligation: ile@trusteecorps.com
Juan Carrillo, VP, Default Operations (Trustee Corps) (jcarrillo@trusteecorps.com)
Gloria Juarez, Accounting Manager (Trustee Corps and Harmony Escrow) gjuarez@trusteecorps.com
Robert Ruelas, Marketing and Client Manager (Trustee Corps and Harmony Escrow) rruelas@trusteecorps.com
David King, Associate General Counsel (Trustee Corps and Harmony Escrow) dking@trusteecorps.com
Audrey Bryan, Escrow Manager (Harmony Escrow) abryan@harmonyescrow.com
Rande Johnsen: Director (rjohnsen@trusteecorps.com)

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From: Horacio Montoya
Sent: Thursday, January 21, 2010 3:11 PM
To: 'Porter, Jennifer'; Simon, Alan M; jennifer.wall@bankofamelrca.com
Cc: Michelle Diggs; Jessica Juarez; Natalie Resendiz
Subject: RE: nv0938405-1/ loan [redacted]/25 SNOWBERRY CIRCLE RENO, NV 89511/laghael

Can you please provide me email contact for Jennifer Porter?

Please advise.

Thank you!

From: Porter, Jennifer [mailto:jennifer.porter@bankofamerica.com]
Sent: Thursday, January 21, 2010 11:58 AM
To: Horacio Montoya; Simon, Alan M; jennifer.wall@bankofamelrca.com
Cc: Michelle Diggs; Jessica Juarez; Natalie Resendiz
Subject: RE: nv0938405-1/ loan [redacted]/25 SNOWBERRY CIRCLE RENO, NV 89511/laghael

This email was sent to me in error. Not sure if you need to send it to another Jennifer Porter.

Thank you.
Jennifer Porter
Bank of America Home Loans
MLO - Senior Loan Service Specialist
Home Retention Department
P: 888-788-8495 x 8989
F: 972-488-5687
jennifer.porter@bankofamerica.com

From: Horacio Montoya [mailto:hmontoya@trusteecorps.com]
Sent: Thursday, January 21, 2010 10:14 AM
To: Simon, Alan M; Porter, Jennifer; 'jennifer.wall@bankofamelrca.com'
Cc: Michelle Diggs; Jessica Juarez; Natalie Resendiz
Subject: RE: nv0938405-1/ loan [redacted]25 SNOWBERRY CIRCLE RENO, NV 89511/laghael
Hello- This is the 3rd time that funds are returned to our office.

Can anyone assist me on this file? Attached is borrowers executed forbearance agreement and attached returned funds in the amount of $18,810.00 on 1/20/10

Please see below and advise.

Please note that we are Freddie Mac Designated Counsel, we are authorized on behalf of Freddie Mac to delegate forbearance plans for all Freddie Mac loans. If you have any questions please let me know. Please accept the funds and apply to borrowers account.

Thank you

Have a great day!

From: Ivy Le
Sent: Tuesday, October 20, 2009 6:17 PM
To: 'Wall, Jennifer - 2'
Cc: Alan M Simon; Amy Lemus; Natalie Resendiz; Michelle Diggs
Subject: NV0938405-1/ LOAN [redacted] LAGHAIN, BIJAN

Hi there,

Trustee Corps had placed borrower in a forbearance agreement back in August with a good faith deposit of $8,500.00. Funds and the original forbearance agreement were sent to your office via fed ex tracking 7868-6707-1640 in the amount of $8,500.00 - per our accounting department, the $8,500.00 check was never cashed and applied. Besides, borrower's September payment was returned to him.

Please note that we are Freddie Mac Designated Counsel, we are authorized on behalf of Freddie Mac to delegate forbearance plans for all Freddie Mac loans. Furthermore, Funds in the amount of $8,500.00 and borrower's September, October and November will be forwarded to your office as well along with a copy of the agreement.

Natalie, please stop payment on the original check in the amount of $8,500.00 sent on 8/12/2009 tracking number 7868-6707-1640 and reissue a check for the same amount of $8,500.00 + $11,310.00 (September, October, and November payments, $3,768.71 per payments) to Bank of America. Please include a copy of the signed agreement as well.

Thank you!

Ivy

From: Natalie Resendiz
Sent: Tuesday, October 20, 2009 11:40 AM
To: Ivy Le
Subject: NV0938405-1/ LOAN [redacted] LAGHAIN, BIJAN

Funds received in the amount of $11310.00
I have the file please advise what to do from here. The stop payment was placed on the check that was never returned to us from bank of America.
Thanks,

Natalie Resendiz
Accounting Department
TRUSTEE CORPS
Tel (949) 252-8300

Fax (949) 252-8330
nresendiz@trusteecorps.com

From: Natalie Resendiz
Sent: Wednesday, January 20, 2010 2:26 PM
To: Horacio Montoya; Michelle Diggs; Jessica Juarez
Subject: nv0938405-1/ loan [redacted]

Funds Returned in the amount of $18810.00
Thanks,

Natalie Resendiz
Accounting Department
TRUSTEE CORPS
Tel (949) 252-8300
Fax (949) 252-8330
nresendiz@trusteecorps.com

Offices in California Nevada Arizona
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Irvine, CA 92612
Fannie Mae Retained Counsel in CA & AZ Freddie Mac Designated Counsel in AZ,CA & NV
Default services in CA, NV, AK, AZ, CA, ID, MT, NV, OR, HI, TX & WA
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** Please send all Cancellation, Stop Foreclosure & Close & Bill Requests to stopforeclosure@trusteecorps.com **
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Ivy Le, Loss Mitigation: ile@trusteecorps.com
Juan Camilo, VP, Default Operations (Trustee Corps) (jcamilo@trusteecorps.com)
Gloria Juarez, Accounting Manager (Trustee Corps and Harmony Escrow) gjuarez@trusteecorps.com
Robert Ruelas, Marketing and Client Manager (Trustee Corps and Harmony Escrow) mruelas@trusteecorps.com
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01/28/2010, 16:24:23, by Natalie Resendiz

CALLED TO FOLLOW UP WITH ALAN SIMON FROM BANK OF AMERICA AFTER FORWARDING HIM COPY OF FORBEARANCE AGREEMENT AND COPY OF CHECK THAT WAS RETURNED TO US IN THE AMOUNT OF $19,810.00. HE IS GOING TO REQUEST ASSISTANCE FROM HIS MANAGER AND HE IS GOING TO GET BACK WITH A RESPONSE FOR ME REGARDING WHERE I HAVE TO FORWARD CHECK TO AND HE WILL NOTIFY THEM WE SET UP ORIG FORBEARANCE AGREEMENT AND FUNDS NEED TO BE ACCEPTED.

01/28/2010, 14:58:18, by Horacio Montoya

From: Horacio Montoya
Sent: Thursday, January 28, 2010 2:58 PM
To: Natalie Resendiz
Subject: RE: nv0938405-1/ loan [redacted]/25 SNOWBERRY CIRCLE RENO, NV 89511/laghael

Did you still want me to follow up since you spoke to Alan. I see this in fps notes.

Please advise.

Thank you.

From: Natalie Resendiz
Sent: Thursday, January 28, 2010 11:34 AM
To: Horacio Montoya
Subject: RE: nv0938405-1/ loan [redacted]/25 SNOWBERRY CIRCLE RENO, NV 89511/laghael

I am still holding funds in the amount of $19810.00
Thanks,

Natalie Resendiz
Accounting Department
TRUSTEE CORPS
Tel (949) 252-8300
Fax (949) 252-8330
nresendiz@trusteecorps.com

Offices in California Nevada Arizona
Trustee Corps (Freddie Mac and Fannie Mae Processing Office)
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Irvine, CA 92612
Fannie Mae Retained Counsel in CA & AZ Freddie Mac Designated Counsel in AZ,CA & NV
Default services in CA, NV, AK, AZ, CA, ID, MT, NV, OR, HI, TX & WA
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** Please send all Cancellation, Stop Foreclosure & Close & Bill Requests to stopforeclosure@trusteecorps.com **
** Please send all Bid Instructions to salebids@trusteecorps.com **

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David King, Associate General Counsel (Trustee Corps and Harmony Escrow) dking@trusteecorps.com
Audrey Bryan, Escrow Manager (Harmony Escrow) abryan@harmonyescrow.com
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From: Horacio Montoya
Sent: Thursday, January 21, 2010 8:14 AM
To: 'alan.m.simon@bankofamerica.com'; 'jennifer.porter@bankofamerica.com'; 'jennifer.wall@bankofamerica.com'
Cc: Michelle Diggs; Jessica Juarez; Natalie Resendiz
Subject: RE: nv0938405-1/ loan [redacted]/25 SNOWBERRY CIRCLE RENO, NV 89511/laghael

Hello- This is the 3rd time that funds are returned to our office.

Can anyone assist me on this file? Attached is borrowers executed forbearance agreement and attached returned funds in the amount of $19,810.00 on 1/20/10

Please see below and advise.

Please note that we are Freddie Mac Designated Counsel, we are authorized on behalf of Freddie Mac to delegate forbearance plans for all Freddie Mac loans. If you have any questions please let me know. Please accept the funds and apply to borrowers account.

Thank you

Have a great day!

From: Ivy Le
Sent: Tuesday, October 20, 2009 6:17 PM
To: 'Wall, Jennifer - 2'
Cc: Alan M Simon; Amy Lemus; Natalie Resendiz; Michelle Diggs
Subject: NV0938405-1/ LOAN [redacted] LAGHAIN, BIJAN

Hi there,

Trustee Corps had placed borrower in a forbearance agreement back in August with a good faith deposit of $8,500.00. Funds and the original forbearance agreement were sent to your office via fed ex tracking 7988-5707-1640 in the amount of $8,500.00 - per our accounting department, the $8,500.00 check was never cashed and applied. Besides, borrower's September payment was returned to him.

Please note that we are Freddie Mac Designated Counsel, we are authorized on behalf of Freddie Mac to delegate forbearance plans for all Freddie Mac loans. Furthermore, Funds in the amount of $8,500.00 and borrower's September, October and November will be forwarded to your office as well along with a copy of the agreement.

Natalie, please stop payment on the original check in the amount of $8,500.00 sent on 8/12/2009 tracking number 7988-5707-1640 and reissue a check for the same amount of $8,500.00 + $11,310.00 (September, October, and November payments, $3,769.71 per payments) to Bank of America. Please include a copy of the signed agreement as well.

Thank you!

Ivy

From: Natalie Resendiz
Sent: Tuesday, October 20, 2009 11:40 AM
To: Ivy La
Subject: NV0938405-1/ LOAN [redacted] LAGHAIN, BIJAN

Funds received in the amount of $11310.00
I have the file please advise what to do from here. The stop payment was placed on the check that was never returned to us from bank of America.
Thanks,

Natalie Resendiz
Accounting Department
TRUSTEE CORPS
Tel (949) 252-8300
Fax (949) 252-8330
nresendiz@trusteecorps.com

From: Natalie Resendiz
Sent: Wednesday, January 20, 2010 2:26 PM
To: Horacio Montoya; Michelle Diggs; Jessica Juarez
Subject: nv0938405-1/ loan [redacted]

Funds Returned in the amount of $19810.00
Thanks,

Natalie Resendiz
Accounting Department
TRUSTEE CORPS
Tel (949) 252-8300

Fax (949) 252-8330
nresendiz@trusteecorps.com

Offices in California Nevada Arizona
Trustee Corps (Freddie Mac and Fannie Mae Processing Office)
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Fannie Mae Retained Counsel in CA & AZ. Freddie Mac Designated Counsel in AZ,CA & NV
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Ivy Le, Loss Mitigation: ile@trusteecorps.com
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01/28/2010, 11:37:46, by Natalie Resendiz

Called alan simon from bank of america to follow up why funds were returned in the amount of $18810.00 check # 40798. He is researching to see why the funds are returned. Only information he has was that the customer was on a mha review program. alan asked me to send him a copy of the forbearance agreement and the amount that was returned from bank of america he is going to research the issue.

01/26/2010, 13:57:44, by Horacio Montoya

From: Natalie Resendiz
Sent: Tuesday, January 26, 2010 10:23 AM
To: Simon, Alan M
Cc: Horacio Montoya
Subject: FW: nv0938405-1/ loan [redacted] /25 SNOWBERRY CIRCLE RENO, NV 89511/laghael * 2nd request**

Alan,

Can you please advise status of funds that were returned to us? Thank you!

Thanks,

Natalie Resendiz
Accounting Department
TRUSTEE CORPS
Tel (949) 252-8300
Fax (949) 252-8330
nresendiz@trusteecorps.com

Offices In California Nevada Arizona
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From: Horacio Montoya
Sent: Thursday, January 21, 2010 8:14 AM
To: 'alan.m.simon@bankofamerica.com'; 'jennifer.porter@bankofamerica.com'; 'jennifer.wall@bankofamerica.com'

Cc: Michelle Diggs; Jessica Juarez; Natalie Resendiz
Subject: RE: nv0938405-1/ loan [redacted] /25 SNOWBERRY CIRCLE RENO, NV 89511/laghael

Hello- This is the 3rd time that funds are returned to our office.

Can anyone assist me on this file? Attached is borrowers executed forbearance agreement and attached returned funds in the amount of $19,810.00 on 1/20/10

Please see below and advise.

Please note that we are Freddie Mac Designated Counsel, we are authorized on behalf of Freddie Mac to delegate forbearance plans for all Freddie Mac loans. If you have any questions please let me know. Please accept the funds and apply to borrowers account.

Thank you

Have a great day!

From: Ivy Le
Sent: Tuesday, October 20, 2009 6:17 PM
To: 'Wall, Jennifer - 2'
Cc: Alan M Simon; Amy Lemus; Natalie Resendiz; Michelle Diggs
Subject: NV0938405-1/ LOAN [redacted] LAGHAIN, BIJAN

Hi there,

Trustee Corps had placed borrower in a forbearance agreement back in August with a good faith deposit of $8,500.00. Funds and the original forbearance agreement were sent to your office via fed ex tracking 7968-5707-1640 in the amount of $8,500.00 - per our accounting department, the $8,500.00 check was never cashed and applied. Besides, borrower's September payment was returned to him.

Please note that we are Freddie Mac Designated Counsel, we are authorized on behalf of Freddie Mac to delegate forbearance plans for all Freddie Mac loans. Furthermore, Funds in the amount of $8,500.00 and borrower's September, October and November will be forwarded to your office as well along with a copy of the agreement.

Natalie, please stop payment on the original check in the amount of $8,500.00 sent on 8/12/2009 tracking number 7968-5707-1640 and reissue a check for the same amount of $8,500.00 + $11,310.00 (September, October, and November payments, $3,769.71 per payments) to Bank of America. Please include a copy of the signed agreement as well.

Thank you!

Ivy

From: Natalie Resendiz
Sent: Tuesday, October 20, 2009 11:40 AM
To: Ivy Le
Subject: NV0938405-1/ LOAN [redacted] LAGHAIN, BIJAN

Funds received in the amount of $11310.00
I have the file please advise what to do from here. The stop payment was placed on the check that was never returned to us

from bank of America.
Thanks,

Natalie Resendiz
Accounting Department
TRUSTEE CORPS
Tel (949) 262-8300
Fax (949) 262-8330
nresendiz@trusteecorps.com

From: Natalie Resendiz
Sent: Wednesday, January 20, 2010 2:28 PM
To: Horacio Montoya; Michelle Diggs; Jessica Juarez
Subject: nv0938405-1/ loan [redacted]

Funds Returned in the amount of $19810.00
Thanks,

Natalie Resendiz
Accounting Department
TRUSTEE CORPS
Tel (949) 262-8300
Fax (949) 262-8330
nresendiz@trusteecorps.com

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Audrey Bryan, Escrow Manager (Harmony Escrow) abryan@harmonyescrow.com
Rande Johnsen: Director (rjohnsen@trusteecorps.com)

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01/21/2010, 08:14:32, by Horacio Montoya

received return funds in the amount of $19810.00 and requested servicer to accept forbear. funds.

From: Horacio Montoya
Sent: Thursday, January 21, 2010 8:14 AM
To: 'alan.m.simon@bankofamerica.com'; 'jennifer.porter@bankofamerica.com'; 'jennifer.wall@bankofamerica.com'
Cc: Michelle Diggs; Jessica Juarez; Natalie Resendiz
Subject: RE: nv0938405-1/ loan [redacted]/25 SNOWBERRY CIRCLE RENO, NV 88511/laghael

Hello- This is the 3rd time that funds are returned to our office.

Can anyone assist me on this file? Attached is borrowers executed forbearance agreement and attached returned funds in the amount of $19,810.00 on 1/20/10

Please see below and advise.

Please note that we are Freddie Mac Designated Counsel, we are authorized on behalf of Freddie Mac to delegate forbearance plans for all Freddie Mac loans. If you have any questions please let me know. Please accept the funds and apply to borrowers account.

Thank you

Have a great day!

From: Ivy Le
Sent: Tuesday, October 20, 2009 6:17 PM
To: "Wall, Jennifer - 2"
Cc: Alan M Simon; Amy Lemus; Natalie Resendiz; Michelle Diggs
Subject: NV0938405-1/ LOAN [redacted]LAGHAIN, BIJAN

Hi there,

Trustee Corps had placed borrower in a forbearance agreement back in August with a good faith deposit of $8,500.00. Funds and the original forbearance agreement were sent to your office via fed ex tracking 7968-5707-1840 in the amount of $8,500.00 - per our accounting department, the $8,500.00 check was never cashed and applied. Besides, borrower's September payment was returned to him.

Please note that we are Freddie Mac Designated Counsel, we are authorized on behalf of Freddie Mac to delegate forbearance plans for all Freddie Mac loans. Furthermore, Funds in the amount of $8,500.00 and borrower's September, October and November will be forwarded to your office as well along with a copy of the agreement.

MTC000122

Natalie, please stop payment on the original check in the amount of $8,500.00 sent on 8/12/2009 tracking number 7968-6707-1840 and reissue a check for the same amount of $8,500.00 + $11,310.00 (September, October, and November payments, $3,769.71 per payments) to Bank of America. Please include a copy of the signed agreement as well.

Thank you!

Ivy

From: Natalie Resendiz
Sent: Tuesday, October 20, 2009 11:40 AM
To: Ivy Le
Subject: NV0938406-1/ LOAN [redacted] LAGHAIN, BIJAN

Funds received in the amount of $11310.00
I have the file please advise what to do from here. The stop payment was placed on the check that was never returned to us from bank of America.
Thanks,

Natalie Resendiz
Accounting Department
TRUSTEE CORPS
Tel (949) 252-8300
Fax (949) 252-8330
nresendiz@trusteecorps.com

From: Natalie Resendiz
Sent: Wednesday, January 20, 2010 2:28 PM
To: Horacio Montoya; Michelle Diggs; Jessica Juarez
Subject: nv0938405-1/ loan[redacted]

Funds Returned in the amount of $19810.00
Thanks,

Natalie Resendiz
Accounting Department
TRUSTEE CORPS
Tel (949) 252-8300
Fax (949) 252-8330
nresendiz@trusteecorps.com

Note	Action
ASSIONMENT (MERS to WELLS FARGO) RECORDED JULY 28, 2010 --- TITLE SUMMARY NV09003798-10 CURRENT LIEN HOLDER: WELLS FARGO BANK IS ASSIGN NEEDED *Assignment needed from WELLS current lien holder to FHLMC Other Assignment from N/A to N/A LIEN POSITION: FIRST Title Grade: UNKNOWN PRIOR LIENS SHOWING ON TITLE: None DOT (s): 1st in the amount of $128,800.00 (WELLS - OURS) 2nd in the amount of $104,900.00 (MERS - JR) Assignment (s): Lien position: JR /judgments/figures/plaintiff DELINQUENT PROPERTY TAXES: Year: Amt: IRS LIENS: Yes or None Amt: LIS PENDENS AND/OR FORFEITURE ACTIONS: Filed by Respondent/Defendant Copy of TSG Imaged/Attached for your reference Documents Imaged/Attached for execution: Substitution, Assignment(s) and Military Affidavit *ASSIGNMENT (MERS to WELLS FARGO) RECORDED JULY 28, 2010 ** A HOMESTEAD DECLARATION RECORDED APRIL 10, 2007 --- From: Kimberly Cortopassi Sent: Friday, August 20, 2010 9:44 AM To: `affidavitsdoc@wellsfargo.com` Subject: NV09003798-10 ---------- 0192320398 ---------- FHLMC ------- NEED BY 9/3/2010	Edit Delete

File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Client	KMICS, Support	07/28/2010 17:02:55	Yes
Note						Action
Step FIRST LEGAL RECORDED (End) triggered charge PACER (Cost) for $0.00.						Edit Delete
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Step 300. FIRST LEGAL RECORDED	KMICS, Support	07/28/2010 17:02:55	N/A
Note						Action
Completed via FNDS TSG integration						
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	General	Yamami, Allison	07/28/2010 13:46:49	Yes
Note						Action
From: Allison Yamami Sent: Wednesday, July 28, 2010 1:46 PM To: FIDELITY Subject: NOD NV09003798-10-1 CLARK						Edit Delete

« »

PLEASE RECORD NOD

File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	General	Del Rio, Lizeth	07/28/2010 13:26:10	Yes

Note — Action: Edit Delete

Pending Order#: 1597705

Client: (TCORPS) - Trustee Corps
Client Reference#: NV09003798101
Loan Number: 0192320398
Trustor/Borrower Name: SANSOTA
State: NV
Post On Date: 07/29/10

Service(s) requested:
Post

Instructions:

Documents attached:
DNGR (doc)
LEGAL (pdf)
NOD (doc)
NOTE (pdf)

File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	General	Tapia, Enrique	07/27/2010 10:03:37	Yes

Note — Action: Edit Delete

EXECUTED ASSIGNMENT RECEIVED. SENT TO RECORD. OK TO PROCEED

File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	General	Oregon, Adrian	07/27/2010 08:21:32	Yes

Note — Action: Edit Delete

asst received
mers to wf
sent to bobby

File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Pop Up Alert	Aragon, Gina	07/19/2010 12:11:40	Yes

Note — Action: Edit Delete

PLEASE BRING EXECUTED ASSIGNMENT TO FIRST LEGAL DEPT.
Dismissed by Tapia, Enrique on 07/27/2010 at 10:03 AM

File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	General	Aragon, Gina	07/19/2010 12:11:16	Yes

Note — Action: Edit Delete

WAITING FOR MERS ASSIGNMENT TO BE SIGNED AND RETURN BEFORE WE ARE ABLE TO RECORD THE FIRST LEGAL ACTION

File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Client	Sagrero, Madeline	07/16/2010 08:32:06	Yes

Note — Action: Edit Delete

Step Complete Case Setup/Order Bene check/Title (End) triggered charge Trustees Sale Guarantee (Cost) for $0.

File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Client	KMICS, Support	07/14/2010 06:44:13	No

Note — Action: Edit Delete

VendorScape Referral Load.

Referral Info:

Type: FC
Process: Foreclosure
Client: Wells Fargo Home Mortgage
File Type: Default Servicing
Vendorscape Id: Redacted

Loan Info:

Loan Number: 0192320398
Type: FHLMC
Vendor Type: Conventional-No PMI
Portfolio: 708
Lien Position: 1
Orig Amount: 128900
Loan Balance: 118356.97
Late Charge Amount: 38.64
Origination Date: 01/27/2004
Maturity Date: 02/01/2034
Duration: 0
Interest Rate: 6
Interest Method: Fixed
Per Diem: 19.46
Last Payment Date: 12/01/2009
Next Payment Date: 12/01/2009
Default Date: 12/01/2009
Current Payment: 956.52

Property Info:

Type: Condo/Townhouse
Units: 0
Legal Description: Client: SEE ATTACHED
Tax Id: 179346514164
Addr1: 1559 WARD FRONTIER LANE
City: HENDERSON
State: NV
Zip: 89015
County: CLARK

Party Info:

Type: Borrower
Ssn: Redacted
First Name: RAYMOND
Last Name: SANSOTA
Military: N
Deceased: N
Home Ph: 9999999999
Addr1: 1559 WARD FRONTIER LN
City: HENDERSON
State: NV
Zip: 89002-8382

Type: Borrower
Ssn: Redacted
First Name: FRANCINE
Last Name: SANSOTA
Military: N
Deceased: N
Home Ph: 9999999999
Addr1: 1559 WARD FRONTIER LANE
City: HENDERSON
State: NV
Zip: 89015
County: CLARK

Type: Investor
Co Name: FHLMC
Ref Number: 385243529

Foreclosure Info:

Case Info:

Arrearage Info:

Type: Late Charges
Start Date: 01/20/2009
Amount: 38.64

Type: Late Charges

Start Date: 01/26/2009
Amount: -38.64

Type: Late Charges
Start Date: 06/16/2009
Amount: 38.64

Type: Late Charges
Start Date: 07/16/2009
Amount: 38.64

Type: Late Charges
Start Date: 08/17/2009
Amount: 38.64

Type: Late Charges
Start Date: 12/16/2009
Amount: 38.64

Type: Late Charges
Start Date: 03/16/2010
Amount: 38.64

Type: Late Charges
Start Date: 04/16/2010
Amount: 38.64

Type: Late Charges
Start Date: 05/17/2010
Amount: 38.64

Type: Late Charges
Start Date: 06/14/2010
Amount: -270.48

Type: Late Charges
Start Date: 06/16/2010
Amount: 38.64

Type: Escrow Advance
Amount: 318.49

Type: Inspection Fee
Start Date: 06/25/2010
Amount: 15

Type: LATE PAYMENT
Start Date: 12/01/2009
Amount: 956.52

Type: LATE PAYMENT
Start Date: 01/01/2010
Amount: 956.52

Type: LATE PAYMENT
Start Date: 02/01/2010
Amount: 956.52

Type: LATE PAYMENT
Start Date: 03/01/2010
Amount: 954.73

Type: LATE PAYMENT
Start Date: 04/01/2010
Amount: 954.73

Type: LATE PAYMENT
Start Date: 05/01/2010
Amount: 954.73

Type: LATE PAYMENT
Start Date: 06/01/2010
Amount: 954.73

Type: LATE PAYMENT

Start Date: 07/01/2010
Amount: 854.73

Status Info:

Date: 07/14/2010
Val: Open

Event Info:

Src Event Id: 1
Name: Accept Referral
Due Date: 07/14/2010
Comp Date: 07/14/2010

Src Event Id: 41
Name: FIRST LEGAL ACTION
Due Date: 07/21/2010

Src Event Id: 488
Name: Title Received
Due Date: 08/28/2010

Src Event Id: 85
Name: Presale Redemption Expires
Due Date: 10/21/2010

Src Event Id: 7
Name: First Pub Date Plan
Due Date: 10/26/2010

Src Event Id: 8
Name: Sale Date
Due Date: 11/20/2010

Src Event Id: 362
Name: Accept Referral
Due Date: 07/14/2010
Comp Date: 07/14/2010

File: NV09003798-10, Client: Wells Fargo Bank, N.A., Loan: 0192320398, Property: 1559 WARD FRONTIER LANE, HENDERSON, NV 89015, Clark
Module: Default Servicing, File Type: Default Servicing
Case: NV09003798-10-1, Ref Num: 100427843-NV-LPI, Type: Foreclosure, Seq: NV - TC, User: Lemus, Amy
Case Vendors: Agency Sales and Posting, LSI Title Company, as Agent, Sale Date: 03/09/2011

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EXHIBIT "I"

ELECTRONICALLY SERVED
10/19/2016 04:35:31 PM

Richard J. Reynolds
Nevada Bar No. 11864
E-mail: rreynolds@bwslaw.com
Allan E. Ceran
Admitted Pro Hac Vice
E-mail: aceran@bwslaw.com
BURKE, WILLIAMS & SORENSEN, LLP
1851 East First Street, Suite 1550
Santa Ana, CA 92705-4067
Tel: 949.863.3363 Fax: 949.863.3350

Michael R. Brooks, Esq.
Nevada Bar No. 7287
E-mail: mbrooks@brookshubley.com
BROOKS HUBLEY, LLP
1645 Village Center Circle, Suite 60
Las Vegas, NV 89134
Tel: 702.851.1191 Fax: 702.851.1198

Attorneys for Defendant MTC FINANCIAL INC.
dba TRUSTEE CORPS

DISTRICT COURT

CLARK COUNTY, NEVADA

JEFFREY BENKO, a Nevada resident; CAMILO MARTINEZ, a California resident; ANA MARTINEZ, a California resident; FRANK SCINTA, a Nevada resident; JACQUELINE SCINTA, a Nevada resident; SUSAN HJORTH, a Nevada resident; RAYMOND SANSOTA, a Ohio resident; FRANCINE SANSOTA, a Ohio resident; SANDRA KUHN, a Nevada resident; JESUS GOMEZ, a Nevada resident; SILVIA GOMEZ, a Nevada resident; DONNA HERRERA, a Nevada resident; ANTOINETTE GILL, a Nevada resident; JESSE HENNIGAN, a Nevada resident; KIM MOORE, a Nevada resident; THOMAS MOORE, a Nevada resident; SUS KALLEN, a Nevada resident; ROBERT MANDARICH, a Nevada resident; JAMES NICO, a Nevada resident and PATRICIA TAGLIAMONTE, a Nevada resident

Plaintiffs,

vs.

Case No. A-11-649857-C

Dept. No.: XXIX

THIRD SUPPLEMENTAL DISCLOSURES OF DEFENDANT MTC FINANCIAL INC. dba TRUSTEE CORPS PURSUANT TO N.R.C.P. RULE 16.1

EXHIBIT
3
Color-Sherburn

QUALITY LOAN SERVICE CORPORATION, a California Corporation; APPLETON PROPERTIES, LLC, a Nevada Limited Liability Company; MTC FINANCIAL, INC. dba TRUSTEE CORPS, a California Corporation; MERIDIAN FORECLOSURE SERVICE, a California and Nevada Corporation dba MTDS, Inc., dba MERIDIAN TRUST DEED SERVICE; NATIONAL DEFAULT SERVICING CORPORATION, a Arizona Corporation; CALIFORNIA RECONVEYANCE COMPANY, a California Corporation; and DOES 1 through 100, inclusive,

Defendants.

THIRD SUPPLEMENTAL DISCLOSURES OF DEFENDANT MTC FINANCIAL INC. dba TRUSTEE CORPS PURSUANT TO NRCP RULE 16.1

Defendant MTC FINANCIAL INC. dba TRUSTEE CORPS ("Trustee Corps"), by and through its counsel, and pursuant to N.R.C.P. Rule 16.1, hereby makes the following supplemental disclosures:

I. **INDIVIDUALS LIKELY TO HAVE INFORMATION DISCOVERABLE UNDER N.R.C.P. RULE 26(b)**

Current or former employees, not previously identified, who may have received calls from or made calls to Nevada debtors from 2007 to April 2012:

26. Erin Allinder – c/o Burke, Williams & Sorensen, LLP

27. Mario Ambriz – c/o Burke, Williams & Sorensen, LLP

28. Vinny Amezcua – c/o Burke, Williams & Sorensen, LLP

29. Gina Aragon, 2534 W. McArthur Apt. H, Santa Ana, CA 92704, 714-631-5597

30. Jose Arriaga – c/o Burke, Williams & Sorensen, LLP

31. Joseph Barragan – c/o Burke, Williams & Sorensen, LLP

32. Elise Berg, 7100 Shoshone Ave., Van Nuys, CA 91406, 818-521-0432

33. Alecsandra Bogdan, 2950 Muir Trail Dr., Fullerton, CA 92833, 714-266-1911

34. Manuel Camacho, 1206 Las Arenas Way, Costa Mesa, CA 92627, 714-928-0240

35. Nicole Collins-Cannis – c/o Burke, Williams & Sorensen, LLP

36. Leanna Crowe – c/o Burke, Williams & Sorensen, LLP

37. Michelle Diggs, 2241 S Kilson Dr., Santa Ana, CA 92707, 714-679-6767

38. Mary Fifita – c/o Burke, Williams & Sorensen, LLP

39. Emily Flores – c/o Burke, Williams & Sorensen, LLP

40. Johnnelle Gomez – c/o Burke, Williams & Sorensen, LLP

41. Mike Henry – c/o Burke, Williams & Sorensen, LLP

42. Mark Horn, 16325 Eagle Ridge Ct., La Mirada, CA 90638, 562-481-6955

43. Jonathan Jimenez, 3030 Rita Way Santa Ana, CA 92704, 714-791-0759

44. Jessica Juarez, 9422 Coronet Ave., Westminster, CA 92683, 714-839-7901

45. Catherine Le – c/o Burke, Williams & Sorensen, LLP

46. Ivy Lee, 1029 Damascus Circle, Costa Mesa, CA 92626, 714-360-8228

47. Amy Lemus – c/o Burke, Williams & Sorensen, LLP

48. Amanda Martinez, 16122 Parkside Ln., #D, Huntington Beach, CA 92647, 949-228-2820

49. Claudio Martinez – c/o Burke, Williams & Sorensen, LLP

50. Horatio Montoya, 10770 Katella Ave., Apt. 40, Anaheim, CA 92804, 714-636-3776

51. Erika Moran, 1254 E. 14th St., Santa Ana, CA 92701, 714-313-7961

52. Douglas Nunez – c/o Burke, Williams & Sorensen, LLP

53. Miguel Ochoa – c/o Burke, Williams & Sorensen, LLP

54. Eric Pedroza – c/o Burke, Williams & Sorensen, LLP

55. Maria Ruiz, 2110 West Washington Ave., Santa Ana, CA 92706, 714-878-6829

56. Carol Sanchez, 206 S Oak St., Orange, CA 92866, 714-200-4951

57. Kelley Schnell, 47 Del Cambrea, Irvine, CA 92606, 949-202-8221

58. Nancy Velasquez – c/o Burke, Williams & Sorensen, LLP

II. **DOCUMENTS WHICH ARE DISCOVERABLE UNDER N.R.C.P. RULE 26(b)**

60. Borrower and Communication Policy

61. Borrower Identification Procedure

62. Call Accommodation Procedures

63. Call Monitoring and Recording Policy and Acknowledgement

64. Fair Debt Collections Practices Act Procedure

65. Memorandum of Training

66. Affidavit – Death of Joint Tenant (form)

67. Assignment of Deed of Trust (form)

68. Declaration of Default and Demand for Sale – Authorization to Institute Collection of Delinquent Assessment (form)

69. Authorization to Publish (form)

70. Affidavit of Lost Note (form)

71. Declaration of Default and Demand for Sale (form)

72. Substitution of Trustee (form)

73. Financial Institutions Uniform Application for Licensing/Registration – Non-Depository Licensee

74. Licensing Renewal Application – Collection Agency

75. Renewal Application for Certification as a Collection Agency Manager

76. Licensing Renewal Application – Collection Agency

77. Financial Institutions Application for Renewal of Licensing/Registration – Collection Agency (CA)

DATED: 19th day of October, 2016.

BROOKS HUBLEY LLP

By: _____
Michael R. Brooks
Nevada Bar No. 7287
1645 Village Center, Suite 200
Las Vegas, Nevada 89134
Attorneys for Defendant MTC FINANCIAL INC. dba TRUSTEE CORPS

AFFIRMATION
Pursuant to NRS 239B.030

* * * * *

The undersigned does hereby affirm that this document does not contain the Social Security Number of any person.

DATED this 19th day of October, 2016.

Respectfully submitted,

BROOKS HUBLEY LLP

By: _____
Michael R. Brooks
Nevada Bar No. 7287
1645 Village Center, Suite 200
Las Vegas, Nevada 89134
Attorneys for Defendant MTC FINANCIAL INC. dba TRUSTEE CORPS

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of GREENSPOON MARDER, and that on October 19, 2016, that a true copy of the **THIRD SUPPLEMENTAL DISCLOSURES OF DEFENDANT MTC FINANCIAL INC. dba TRUSTEE CORPS PURSUANT TO N.R.C.P. RULE 16.1**was E-Served, e-mailed and/or by placing an original or true copy thereof in a sealed envelope, with sufficient postage affixed thereto, in the United States mail at Las Vegas, addressed to:

- Bryan Cave, LLP – Jessica R. Mazlarz, Julie Martin, Kathryn Brown, Lawrence G. Scarborough, Lisa Kirkeby, Mary Ann Vila, and Sarah Burwick
- Christopher Legal Group - Shawn Christopher, Esq.
- Law Office of Nicholas A. Boylan, APC – Nicholas A. Boylan, Esq., Marina Vaisman
- McCarthy & Holthus - Kristin A. Schuler-Hintz, Esq., Thomas N. Beckom, Esq.
- Smith Larsen & Wixom – Elise Fossum, Katie Weber, and Kent F. Larsen, Esq.
- Tiffany & Bosco, P.A. - Gregory L. Wilde, Esq., Kevin S. Soderstrom, Esq.

Via U.S. Mail to:

Antoinette Gill
4754 Deer Forest
Las Vegas, NV 89139
PRO SE

An employee of BROOKS HUBLEY LLP

TRUSTEE CORPS
17100 Gillette Ave
Irvine, CA 92614
(949) 252-8300 fax (949) 252-8330

BORROWER COMMUNICATION AND COMPLAINT POLICY

Trustee Corps takes borrower calls and complaints very seriously in order to protect our clients' reputation and interest. Our *Borrower Communication and Complaint Policy* addresses the importance of escalation of specified matters and proper documentation of all borrower communication.

Borrower Communication Requirements

All incoming callers will hear the automated recording of the mini-Miranda warning prior to speaking with the operator to direct their call. This message cannot be bypassed by any caller.

Proper documentation of the communication is critical. Employees must take detailed notes of the complaint and document all communication within our internal system.

Our firm maintains Complaint Logs which are saved by month and maintained as needed to track Complaints. Our internal system, CaseAware, allows us to tag Complaint documentation as such which allows us to pull Complaint reports directly from our system.

Borrower Identification Procedures

When accepting incoming calls from individuals claiming to be the borrower of a loan, standardized procedures must be taken to verify the identity of the caller prior to providing any authorized file-related information as well as when receiving complaints:

- Caller must verify the borrower's Social Security Number in addition to being able to provide basic file information (i.e. property address, Trustee Sale number, etc.)
- If there is a question as to the identity of an individual claiming to be the borrower, we may request that the caller send their request in writing with a signature via fax, email, or US mail.
- If the request is coming from a third party claiming to be contacting us on behalf of the borrower, we require that a written, signed authorization from the borrower be provided to us via fax, email, or US mail verifying that the third party has approval to obtain information on the borrower's behalf.

Escalated Matters

Staff is required to immediately escalate matters described below by (1) following the necessary client escalation procedures (e.g. opening an issue in client's system) and (2) notifying a Supervisor and/or General Counsel, upon discovery of the matter. The Supervisor or Manager, if a Supervisor is unavailable, shall communicate promptly with the client's escalation contact and take immediate action to contain or suspend activity that would cause further harm to the client. The issue shall be documented with both the client's system as well as our internal system upon discovery and tracked by management through resolution.

Events described in this section must be immediately escalated to a Supervisor. If the Supervisor is unable to reach resolution in a timely manner, he/she shall further escalate the matter to Management for further escalation to the client's management.

- Civil suits
- Complaint Filings
- Claims of unlawful or non-compliant foreclosure actions
- Request for loan modification, short sale, deed-in-lieu or other foreclosure prevention alternative

Critical Matters

Staff must immediately report events described in this section directly to Management, and General Counsel. Together, this matter shall immediately be reported pursuant to the client's escalation policy, if specified for the matter in question, and/or the client's management, for urgent attention.

- Borrower's active military status
- Alleged violations of Bankruptcy stay
- Threats of litigation against the Firm or client by any party
- Actions that seek monetary damages or injunctive relief against the Firm or client
- Media inquiry or press-related issue regarding the client
- Inquiry by the OCC, OIG, Attorney General or other regulatory or enforcement entity regarding the client
- Threatened or discovered sanctions against the Firm or client
- Personal threats related to the Firm's representation of the client
- Borrower criticism of Firm or client that may be potentially damaging to the Firm or client's reputation
- Borrower's threat to contact the media regarding the Firm or client

- Any matters that are not expected to arise in the regular course of a foreclosure action, which can be suspected to cause damage or threat to the client's reputation and/or legal or financial interest

Timeline Expectations

- Complaints or above-referenced urgent matters are expected to be escalated to a Supervisor or Manager within two (2) hours of receipt of the Complaint.
- Once escalated, the Supervisor or Manager must notify the client's escalation contact on the same day the Complaint was received; no more than eight (8) hours from receipt of the Complaint. At the same time, the Complaint must be brought to the attention of General Counsel for review. Systems must be documented thoroughly, both internal and client system.
- If a response is not received from the client within 24 hours confirming the Complaint was received, the Manger or General Counsel must follow-up with the client's designated contact by both telephone and email. Systems must be documented thoroughly, both internal and client system.

TRUSTEE CORPS
17100 Gillette Ave
Irvine, CA 92614
(949) 252-8300 fax (949) 252-8330

BORROWER IDENTIFICATION PROCEDURE

- Must form a reasonable belief of customer identity
  - Verify borrower's Social Security Number when handling requests over the phone
  - Ask that third party authorizations be sent in writing, signed by the borrower, for any request for information from a third party
- Must include verification methods
  - File must be documented that SSN was verified prior to giving out information over the phone
- Must ensure collection of minimum data elements
  - We cannot request that extensive personal information be provided to verify borrower identity
  - In order to protect their personal data, the minimum required personal information should be collected

TRUSTEE CORPS
17100 Gillette Ave
Irvine, CA 92614
(949) 252-8300 fax (949) 252-8330

CALL ACCOMMODATION PROCEDURES

Trustee Corps is equipped to accommodate calls from individuals who may require additional assistance for a variety of reasons. We strive to implement procedures to facilitate a cooperative and effective interaction with all who call our offices for assistance.

The Receptionist is trained to accept and handle relay calls for hearing-impaired callers. These calls are processed as high-priority and are escalated to the supervisor of the relevant unit for immediate assistance. All unit supervisors are trained to assist relay callers. System documentation is paramount in this situation to ensure staff is aware that the borrower or authorized party on the file in question is hearing-impaired and communicates via a relay calling system.

Our office frequently receives calls from non-English speaking individuals. As such, the company strives to employ individuals who are fluent in the major languages spoken in our states.

Our company has created an automated message which is played to incoming callers. This message instructs Spanish-speaking callers to dial an extension to immediately reach a Spanish-speaking Foreclosure Specialist in our office who will assist.

Upon receiving a telephone call from any non-English speaking individual, our company receptionist is instructed to transfer the call to an employee designated for that specific language. The employee will then detail the nature of the call in the internal system notes for the file in question. In the notes, the employee will identify the caller, their relationship to the property in question, the nature of the call, and indicate the language spoken by the individual.

Once this information has been documented, future calls from the individual may be directed to the same employee who spoke with the individual or to another employee fluent in the caller's native language.

TRUSTEE CORPS

Experience. Value. Integrity.

Call Monitoring and Recording Policy and Acknowledgment

To demonstrate MTC Financial Inc. dba Trustee Corps' commitment to providing excellence in service, the Company has an established practice of recording and monitoring employees' external phone calls both inbound and outbound. All external calls are recorded and monitored at all company locations.

During Company business hours, Executive Management, Human Resources, and IT are authorized to monitor employees' calls in order to ensure employees are adhering to Trustee Corps' Code and Ethics Policy, Client guidelines, and State Statutes that mandate recorded calls by a debt collector. Additionally, employees' calls are recorded and monitored for training purposes in order to provide employee feedback and adherence to Company Policy.

The purpose of this form is to ensure the employee has acknowledged they have been informed their calls are monitored and recorded. Each employee will be provided with written notification upon his/her commencing employment. A signed copy of this guideline will be placed in the employee's personnel file.

In addition, employee understands the importance of following state statute and the protection of consumer's rights. Each employee will be held to the Fair Debt Collections Practice Act (FDCPA). Therefore, all employees are required to notify the borrower, customer, representative, and any new callers joining an existing call/conversation that the call will be monitored and recorded through the provision of ***"Please be advised that this call may be recorded per company policy"*** and recite the Mini-Miranda Warning. Further, any employee accepting a transferred call must also recite the call recording disclosure at the time the call is transferred and any time a new caller joins the call thereafter. Employees also acknowledge that the call recording disclosure is included in the automated message heard by all incoming callers.

If a caller questions why the call is being recorded, employee will advise that "Calls are recorded per company policy". In the event a caller disputes the call recording, they are advised that at this time we are unable to disable the call recording feature on a call by call basis and if they prefer, they may send in their request in writing.

If a personal call is identified, the monitoring will immediately be suspended. However, non-business related phone calls can be a basis for disciplinary action.

This form acknowledges that you understand and agree to MTC Financial Inc. dba Trustee Corps' guidelines regarding call monitoring and recordings.

Signature: _____

Name (Print): _____

Department: _____

Date: _____

TRUSTEE CORPS
17100 Gillette Ave
Irvine, CA 92614
(949) 252-8300 fax (949) 252-8330

FAIR DEBT COLLECTIONS PRACTICES ACT PROCEDURE

The portion of the Fair Debt Collection Practices Act (FDCPA) which pertains to foreclosure processes conducted by Trustee Corps has been implemented into our procedures. Our firm identifies ourselves as a debt collector via the automated telephone system. All incoming callers hear the recorded Mini-Miranda disclaimer that Trustee Corps is a debt collector and that all information obtained may be used for this purpose. This recording cannot be bypassed by any caller.

All outgoing communication to borrowers or a borrower's authorized representative must be prefaced with a verbal mini-Miranda warning. The mini-Miranda disclosure must identify Trustee Corps as a debt collector and that the purpose of the call is to collect a debt. Below is the required script to be ready by staff on all outgoing calls:

"Hello, my name is (Name) from Trustee Corps. Trustee Corps is a debt collector representing (Bank/Servicer). This is an attempt to collect a debt by a debt collector and any information we obtain will be used for that purpose."

The Fair Debt Collection Practices Act letter is sent with all required foreclosure notices made via mail. This letter provides the required disclaimers as well as provides the borrower with pertinent information regarding their rights under the FDCPA.

TRUSTEE CORPS

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Memorandum of Training

Topic: Handling Reinstatement/Payoff Calls

Date: March 2016

Overview: The information below is to be used as a guide for how to properly process incoming reinstatement/payoff request phone calls.

States: All

It is common for the foreclosure teams to receive phone calls from borrowers, attorneys, and other interested third-parties requesting payoff and reinstatement figures. It is important to keep the following items in mind when handling these calls:

1) Always request that the inquiry be made in writing. This will help our accounting department track requests for the purposes of oversight and compliance with client audits. These do not have to be very formal requests, but they should specifically state what the request is and include basic information such as: borrower(s) name(s), TS#, loan number, and property address. Written requests are accepted via the following:
    a. Fax
        i. *Payoff/Reinstatement Department Fax* – (949) 752-7091
        ii. *General Trustee Corps (Irvine Office) Fax* – (949) 752-0320
    b. Email – rorequests@trusteecorps.com
    c. Mail – 17100 Gillette Avenue, Irvine, CA 92614 – Attn: Payoff/Reinstatement Dept.
    d. In-Person/Hand Delivery – we do accept hand-delivered requests to be made at any of our offices. These should be forwarded to the department inbox above.

2) If the request is made by someone other than the borrower – a junior lien holder, a trust, borrower's counsel – you should make sure to request proof of relevance and/or authority to be making the request. Some examples include:
    a. Jr. Lien Holder – a copy of their Deed of Trust
    b. Trust – probate documents
    c. Borrower's Counsel – third-party authorization

3) If you transfer a call to the Payoff/Reinstatement line, make sure to stay on the line and provide the Accounting Department representative with the file number. No blind transfers!

4) It should always be your goal to try to satisfy your caller by providing the fax number or email address. The fewer phone calls the Payoff/Reinstatement group has to take makes their process faster and more efficient.

5) All escalations should be sent to Mike Henry. This would also include any threats or complaints of someone going to the media or the government.

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHER
WISE SHOWN BELOW, MAIL TAX STATEMENTS TO:

NAME

ADDRESS

CITY &
STATE
ZIP

TITLE ORDER NO. T.S. NO.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

AFFIDAVIT-DEATH OF JOINT TENANT

STATE OF CALIFORNIA

COUNTY OF)ss

_____, of legal age, being first duly sworn, deposes and says:
That _____ decedent mentioned in the attached certified
copy of Certified of Death, is the same person as _____
named as one of the parties in that certain _____ dated _____, 19____,
executed by _____
to _____
as joint tenants, recorded as Instrument No. _____, on _____, 19____,
Book _____, Page _____, of the Official Records in the Office of the County Recorder of _____
_____ County, State of California, concerning the following described real property situated in the
City of _____, County of _____, State of California:

Lot 10, TRACT NO. 10330, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 152 OF MAPS, PAGE(S) 73 AND 74, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

That the value of all real and personal property owned by the decedent at the date of death, including the full value of the above described real property, did not then exceed the sum of $_____.

DATED: _____

BY: _____

SUBSCRIBED AND SWORN TO BEFORE ME

This _____ day of _____, 19____.

_____ (Signature of Notary)

MTC000316

Loan: _____
Trustor: _____
Address: _____
City: _____
State, Zip: _____

ALLONGE

FOR VALUE RECEIVED, THE UNDERSIGNED HEREBY GRANTS, ASSIGNS AND TRANSFERS TO: _____, ALL BENEFICAIAL INTEREST OF HIS RIGHTS, TITLE AND INTEREST IN THE WITHIN NOTE ($_____ FACE VALUE AND PRINCIPLE BALANCE) DATED _____ AND DEED OF TRUST SECURING SAME EXECUTED BY _____;

(select one) WITH RECOURCE, or WITHOUT RECOURCE

THE DEED OF TRUST IS ASSIGNED BY SEPARATE AGREEMENT.

_____ DATED _____

TRUSTEE CORPS

2112 Business Center Drive
Second floor Suite 201
Irvine, CA 92612
(949) 252-8300 Fax (949) 252-8330
www.trusteecorps.com

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

Trustor:
Loan Number:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to _____ all beneficial interest under that certain Deed of Trust dated _____, Executed by _____, Trustor, to _____ Trustee, and recorded _____ as Instrument No. _____ in the office of the County Recorder of _____ County, State of _____
Legal Description:

APN:
AKA:
TOGETHER with the note or notes therein described or referred to, the money due and to become due thereon with interest and all rights accrued or to accrue under said Deed of Trust.

DATED:

Beneficiary

By:_____
Name:
Title:

STATE OF _____

*County of*_____

*On*_____, *before me,* _____, *personally*

appeared _____, *known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the same, in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.*

WITNESS my hand and official seal.

_____
Notary Signature

This form provided by ***TRUSTEE CORPS***
(949) 252-8300

MTC000319

TRUSTEE CORPS
2112 Business Center Drive
Second floor Suite 201
Irvine, CA 92612
(949) 252-8300 Fax (949) 252-8330
www.trusteecorps.com

Date: _____ Reference: _____ TS No.: _____

Declaration of Default and Demand for Sale
Authorization to Institute Collection of Delinquent Assessment

We hereby instruct you, as trustee / substituted trustee / agent: to initiate foreclosure proceedings (including the preparation and recording of a Notice of Delinquent Assessment) against:

_____

ENCLOSED PLEASE FIND THE FOLLOWING DOCUMENTS:
_____ Copy of C,C, & R's(Not required if already on file with us)
_____ Copy of current payment history
_____ Copy of lien (if already recorded)

Homeowner's Association:_____
Management Company:_____
Address for Correspondence:_____
Contact Person:_____Phone:_____
Name of Unit Owner: _____
Address of Unit:_____
City:_____ Zip:_____
Mailing Address of Unit Owner:_____
City:_____State:_____Zip:_____
Delinquencies Due On Account:
Assessment became due for the_____day of _____,200___
Assessment is $_____per_____
Late Charge: $_____after_____
If the Monthly assessment has changed during delinquency: the new amount is:
$_____, Date assessment changed:_____. Charge interest at the rate of_____% per our CC&R's.
Special assessments, penalties and cost of collection are as follows:
$_____for_____incurred on_____

$_____for_____incurred on_____

$_____for_____incurred on_____
Please attached an accounting sheet if necessary

INSTRUCTIONS and AGREEMENT:
We hereby appoint and authorize Trustee Corps to act as our agent for the purpose of collecting delinquent assessments on behalf of the above named association. We understand that your collection

procedures may include letters, preparing, recording and executing on our behalf Notices of d Delinquent Assessment Liens and/or Notices of Default and any other procedure permitted under sections 1350 through 1372 and 2924 of the California Civil Code.
All fees and charges incurred during the foreclosure and collection procedure will be guaranteed by the Homeowner Association, Management Company and Agent (Not Trustee Corps) representing said Association, to be paid upon demand by Trustee Corps. We agree to provide any and all documentation in conjunction with the foreclosure and/or collection action, as required by Trustee Corps .Also, we irrevocably indemnify and hold harmless Trustee Corps, its Agents, Sub-agents, Employees, Officers, Principals, Stockholders and successors in interest, from any and all matters concerning the Homeowners Association, its management, collection methods, condition of the property, past, present and pending litigation concerning Homeowner Association, its management, collection methods and condition of property. In addition, Trustee Corps, its Agents, Subagents, Employees, Officers, Principals, Stockholders and successors in interest, are not responsible for the computation or correctness of any and all amounts stated as being due by the Homeowner Association. The Homeowner Association and/or Management Company will not accept any money from the unit owner, during the foreclosure/collection procedure without first notifying Trustee Corps. The undersigned understands and acknowledges that Trustee Corps does charge for their services and they have been informed of the cost associated with the services requested.

Signature of authorized member of the association:_____

Please Print Name:_____ Title:_____

Address:_____

City_____ ST_____ Zip:_____

Phone:_____ Fax:_____

Email:_____

Send to:

TRUSTEE CORPS

2112 Business Center Drive
Second floor Suite 201
Irvine, CA 92612
(949) 252-8300 Fax (949) 252-8330
www.trusteecorps.com

Include a copy of the C,C & R's, Accounting history and this signed document.

MTC000321

TRUSTEE CORPS
2112 Business Center Drive
Second floor Suite 201
Irvine, CA 92612
(949) 252-8300 Fax (949) 252-8330
www.trusteecorps.com

AUTHORIZATION TO PUBLISH

Date:

Trustee Sale #:
Trustor(s):
Property:

Publication of the Notice of Trustee's Sale can begin after _____. Before publication begins, it is important that we be advised of any monies advanced or received by your office since the recording of the Notice of Default.

If you wish to have us proceed without delay, please complete the form below, sign and date and return the executed document to our office, along with any other required information.

[Please check one]: ☐ PROCEED WITH PUBLICATION ☐ HOLD UNTIL FURTHER NOTICE

Unpaid Principal Balance: $_____.00

Interest accrued at the rate of _____% (from) / / (through) _____ $_____

Number of Late Charges accrued _____ at $_____ each = $_____

THE FOLLOWING ADDITIONAL FUNDS HAVE BEED ADVANCED / PAID / UNAPPLIED

Delinquent prior encumbrance: Date advanced: _____ Amount $_____

Delinquent prior encumbrance: Date advanced: _____ Amount $_____

Property Taxes: Date paid: _____ Amount $_____

Property Taxes: Date paid: _____ Amount $_____

Fire Insurance: Date paid: _____ Amount $_____

Legal Fees: Date paid: _____ Amount $_____

Other: Date paid: _____ Amount $_____

Credits / Rents / Monies Unapplied: Amount – ($_____)

Client / Beneficiary's Signature:

By: _____ Date: _____

(C-athbup)

MTC000322

Authorization to Release Information

Date: _____

Property Owner(s): _____
Loan # : _____
Property address: _____
City, State: _____

To: Trustee Corps (Fax Number 949-252-6330 Address: 2112 Business Center Drive, Suite 201 Irvine, CA 92612)

I / We _____ (property owner(s)
do hereby authorize _____ to request
and obtain from Trustee Corps information on my real estate loan referenced above.

Items authorized to obtain:

☐ Reinstatement or payoff statements only

☐ Other items (This request requires the Property Owner(s) to have their signature(s) notarized)

List each request:

_____

☐ I authorize the transmission of this information via US Mail, Facsimile or Email
(If not check, the information will be sent by First Class Mail only)

Send information to:

Name: _____
Address: _____
City: _____ State/Zip: _____
Fax number: _____
Email address: _____

In addition, I/ We do hereby release Trustee Corps, MTC Financial Inc., their owners, stockholders, employees, vendors, agents, and sub-agents from any and all liability as to the information released and the method by which it was released and transmitted. In addition, the undersigned does hereby agrees to defend and reimburse Trustee Corps, MTC Financial Inc., their owners, stockholders, employees, vendors, agents, and sub-agents for any and all legal action and claims as to the information released, the method by which it was released and the actual use of the information authorized or not by the Property Owner(s). We have consulted legal counsel as to this Authorization to Release information and release of liability. The undersigned Property Owners is/ are solely responsible for the information released.

Property Owners

By: _____
Name:

Property Owners

By: _____
Name:

This document must be sign and returned to
TRUSTEE CORPS
2112 Business Center Drive, Suite 201
Irvine, CA 92612
(949) 252-8300 Fax (949)252-8330

Trustee Corps is a Debt Collector and any information used will be used for that purpose

The request must be notarized, if the Property Owner(s) authorize the release of information other than a Reinstatement or Payoff Statement.

STATE OF _____
County of _____

On _____, *before me,* _____, *personally appeared* _____, *known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the same, in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.*

WITNESS my hand and official seal.

_____
Notary Signature

This document must be sign and returned to
TRUSTEE CORPS
2112 Business Center Drive, Suite 201
Irvine, CA 92612
(949) 252-8300
Fax (949)252-8330

Trustee Corps is a Debt Collector and any information used will be used for that purpose

TRUSTEE CORPS
2112 Business Center Drive
Second Floor - Suite 201
Irvine, CA 92612
(949) 252-8300 Fax (949) 252-8330
www.trusteecorps.com

AFFIDAVIT OF LOST NOTE

TO: Trustee Corps
2112 Business Center Drive
Second Floor -- Suite 201
Irvine, CA 92612

FROM:

_____ is the Beneficiary under that certain Deed of Trust recorded on _____ as Document number_____ in Book _____ Page _____ of Official Records of_____ County, which Deed of Trust secures a note in the original amount of $_____.

A thorough search of our records has failed to disclose the whereabouts of the original note. We hereby certify that the indebtedness has not been at the start of the foreclosure action or has not been paid at the time of the use of this affidavit. You are hereby requested to start foreclosure on the aforementioned Deed of Trust without the presentation to you of the original note.

In consideration of your issuance of a foreclosure action without said note, this office[person] indemnifies and holds you harmless for any loss or liability that may arise as a result thereof.

Terms of Promissory Note:

Original Loan Amount:	Payments Due On: Payments Due From:	Payment Amount:
Interest Rate:	Late Charges:	Balloon Payment Date:

Comments: Start foreclosure

Dated: _____

Beneficiary: _____

Signature: _____
(print name & title)

TRUSTEE CORPS
2112 Business Center Drive,
Second floor
Irvine, CA 92612
(949) 252-8300 fax (949) 252-8330

Declaration of Default and Demand For Sale

Date:_____ Your loan #:_____

We hereby instruct you, *Trustee Corps* as Trustee/Substituted Trustee/Agent for Beneficiary to initiate foreclosure proceedings on the Deed of Trust and Note or other Security document executed by (Trustor's name(s)):

_____

1. Enclosed are copies of the following documents:

_____Note	_____Land Contract	_____Substitution of Trustee
_____Deed of Trust	_____Additional Notes	_____Correspondence(s)
_____Assignment(s)	_____Modification Agreements	_____Other

2. Unpaid principal balance: $_____ Maturity date(if any):_____
Oldest monthly payment due date: _____ Monthly payment amount: $_____

3. Interest rate: _____% fixed (or) variable Interest paid to date: _____
Monthly late charge amount: $_____ Accumulated/unpaid late charges:$_____

4. A Default exist because of the following reason(s):

_____ The installment of principal and interest which became due_____and all subsequent installments of principal and interest
_____ The balance of the principal sum(balloon payment) which due by maturity of the note
_____ Delinquencies due on a prior encumbrance(senior lien)/Real Estate Taxes/Fire Insurance
_____ Other_____

5. Advances have been made by me/us in the following amounts (if any):

_____ Senior Trust Deed $_____ Date:_____
_____ Taxes $_____ Date:_____
_____ Insurance $_____ Date:_____
_____ Other $_____ Date:_____

6. The name(s), social security number(s) and all known addresses of the present owner of the property:

name:_____ ssn# (if available):_____
address:_____
name:_____ ssn# (if available):_____
address:_____

7. The property address is:_____

8. Type of property:_____

9. Send additional copies of all correspondence to: _____

10. Additional Information (if any):_____

_____

Additional questions / comments:

Are you aware of any bankruptcy proceedings, restraining orders or legal action(s) involving the property in question ? ___yes ___no

Has this loan ever been in foreclosure? ___yes ___no

Are you using a loan servicing company to collect your payments? ___yes ___no
(If yes, please inform them, in writing not to accept payments while the loan is in foreclosure.)

How were you referred to our company?

Per the terms of the Deed of Trust, Note or other Security Agreement, the Beneficiary and their Agent certify that the required notification provisions as may be applicable to this loan have been complied with. The Beneficiary and/or Agent agree to provide any and all documentation in conjunction with the foreclosure action, as required by Trustee Corps (TC), their successors, agents, employees or officers. Also, the Beneficiary and their Agent(s) irrevocably indemnify and hold harmless and indemnifies Trustee Corps, its Agents, Employees, Corporation, Subagents, Officers, Principals and any successors in interest, from any and all matters concerning the execution of the loan documents, assignments, modifications and the continuance of foreclosure proceedings, including the computation or correctness of any and all amounts stated as being due to the Beneficiary and / or any other matters of record or off record which may, or may not, have been brought to the attention of Beneficiary or TC. The Beneficiary and their Agent also indemnifies TC from any and all liability, including reasonable attorney's fees and cost incurred in defending a legal action naming TC or their officers, employees or agent as a defendant, which might arise during the course of or subsequent to TC execution of its duties hereunder, unless said liability arises due to TC's own negligence or mistake as determined by a court of competent jurisdiction. The undersigned person and/or company authorizing the foreclosure does acknowledge that they are authorized to start foreclosure based on documentation and / or authority bestowed on them. All fees and charges incurred by and owed to Trustee Corps during the foreclosure and collection proceeding will be guaranteed by the beneficiary and their agent to be paid upon demand by TC. All unpaid balances not paid after 15 days will be subject to a 1.5% charge on the remaining balance per month. In addition, the beneficiary and their agent will be fully liable to pay all costs of collections including legal fees. The Agent and Beneficiary also represent that they have no knowledge of any bankruptcy or legal action pending against the Trustor's or themselves. The Beneficiary or their Agent have possession of the original documents and, if not tendered to TC, will produce them upon demand. TC shall be entitled to act pursuant to this authorization unless and until Beneficiary gives written notice to TC countermanding or canceling this Agreement, which shall be effective only from the date of receipt of such notice and upon paying any and all amounts due to TC. Until they are paid in full, TC shall have a lien on the note and deed of trust in an amount equal to any amount owed to them.

I hereby certify that I have read and understand this "Declaration of Default and Demand for Sale" Agreement. I also certify that I am the Beneficiary or the representative and agent of all the Beneficiaries under the subject note and deed of trust or other security instruments, as such, have legal authority to commit each Beneficiary to the payment, jointly and severally, of the total charges, cost and expenses to perform the foreclosure.

Date:_____

Printed name of Beneficiary or Beneficiaries agent: _____

Signature of Beneficiary or Beneficiaries agent:_____

Company name (or if acting as an individual) your name:_____

Contact person:_____

Address:_____

City_____ State_____ Zip_____

Telephone:(___)_____ Fax: (___)_____ E-mail:_____

RECORDING REQUESTED BY
WHEN RECORDED MAIL TO:

TRUSTEE CORPS
2112 Business Center Drive
Second Floor-Suite 201
Irvine, CA 92612
(949) 252-8300

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN:

SUBSTITUTION OF TRUSTEE

WHEREAS _____ was the original Trustor,
_____ was the original Trustee,
and
_____ was the original Beneficiary
under that certain Deed of Trust, dated _____, and recorded on _____ as Instrument No. _____, Book No. _____, Page No. _____, of Official Records of _____ County, _____, and

WHEREAS, the undersigned, is the present Beneficiary under said Deed of Trust, and
WHEREAS, the undersigned desires to substitute a new Trustee under said Deed of Trust in the place and stead of said original Trustee thereunder,
NOW, THEREFORE, the undersigned hereby substitutes MTC FINANCIAL INC., d.b.a. TRUSTEE CORPS whose address is 2112 Business Center Drive, SUITE 201, Irvine, CA 92612 as Trustee under said Deed of Trust.
Whenever the context hereof so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

Dated _____

Beneficiary

_____
BY:

Beneficiary

_____
BY:

STATE OF _____)

COUNTY OF _____)

On _____ before me, _____, personally appeared _____
personally known to me (or proved to me on the basis of satisfactory evidence) to the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

_____
NOTARY PUBLIC SIGNATURE

MTC000328

STATE OF NEVADA
FINANCIAL INSTITUTIONS DIVISION
DEPARTMENT OF BUSINESS AND INDUSTRY
ATTN: APPLICATION PROCESSING

P.O. BOX 3339
CARSON CITY, NV 89702

1830 E. COLLEGE PKWY, STE 100
CARSON CITY, NV 89706

Phone: (775) 684-2970
Fax: (775) 684-2977
http://www.fid.state.nv.us

Documents Received On

Financial Institutions Uniform Application for Licensing/Registration - Non-Depository Licensee

Type of License

(•) Collection Agencies

( ) Development Company

( ) Installment Loan Company

( ) Money Transmitter

1. Applicant Information

MTC Financial, Inc.
Legal name of Applicant

Trustee Corps
D.B.A. trade or assumed name(s) (different from above)

2. Principal business address (do not use a P.O. Box):

17100 Gillette Avenue
Address Line 1

Address Line 2

Irvine
City

California
State

92614
Zip Code

(702) 685-3938
Primary Phone Number

(877) 474-1134
Toll Free Phone Number

(702) 927-5336
Fax Number

Web Site Address

3. Physical address/location where official books and records will be kept.

900 S. 4th Street
Address Line 1

Address Line 2

Las Vegas
City

Nebraska
State

89101
Zip Code

4. Contact person authorized to respond to registration and renewal inquiries.

Tokarz, Matt, General Counsel
Full Name (Last Name, First Name MI) and Title

17100 Gillette Avenue
Mailing Address Line 1

Mailing Address Line 2

Irvine
Mailing City

California
Mailing State

92614
Mailing Zip Code

MTokarz@trusteecorps.com
E-mail

(949) 252-8300
Phone Number

303
Ext.

(949) 252-8330
Fax Number

5. Contact person authorized to respond to consumer complaints.

Tokarz, Matt, General Counsel
Full Name (Last Name, First Name MI) and Title

17100 Gillette Avenue
Mailing Address Line 1

Mailing Address Line 2

Irvine
Mailing City

California
Mailing State

92614
Mailing Zip Code

MTokarz@trusteecorps.com
E-mail

(949) 252-8300
Phone Number

303
Ext.

(949) 252-8330
Fax Number

6. Contact person authorized to respond to examination.

Johnsen, Rande D. Director
Full Name (Last Name, First Name MI) and Title

17100 Gillette Avenue
Mailing Address Line 1

Mailing Address Line 2

Irvine
Mailing City

California
Mailing State

92614
Mailing Zip Code

RJohnsen@trusteecorps.com
E-mail

(949) 252-8300
Phone Number

189
Ext.

(949) 252-8330
Fax Number

7. Ownerships:

Complete the following for each Officer, Director, Managing Partner, Managing Member, Trustee, Manager or Employee or Agent authorized to have access to trust accounts, and any individual who holds 10% or more of the outstanding stock of either the applicant corporation, or its parent corporation.

Full Name (Last Name, First Name MI)	Percentage of Ownership
Johnsen, Rande D.	50
Johnsen, Terry M.	50

Primary Officers or Members

Rande D. Johnsen President	Terry M. Johnsen Vice President
Rande D. Johnsen Secretary	Terry M. Johnsen Treasurer

8. Organization Type

Check One:

(•) Corporation ( ) Limited Liability Company ( ) Partnership ( ) Limited Partnership ( ) Sole Proprietor

( ) Other (describe) _____

Corporations or Limited Liability Companies: Not-for-Profit Company: ( ) Yes (•) No

State of Incorporation or Organization	Date of Incorporation or Organization
California	June 30, 1992

Nevada Registered Agent for Service of Process:

GKL Registered Agents/Filings, Inc.
Full Name (Last Name, First Name MI)

1000 East William Street, Suite 204
Address Line 1

Address Line 2

City	State	Zip Code
Carson City	Nevada	89701

Partnerships:

State of Formation	Date of Formation
Nevada	

Type of Partnership: ( ) General ( ) Limited

Sole Proprietorships:

Full Name of Individual Proprietor (Last Name, First Name MI)

9. Bond:

Western Surety Corp.
Bonding Company/Agency

60,000
Bond Amount

Paul Bruflat
Agent's Name (First and Last Name)

(949) 414-7041
Agent Phone Number

Tuition Insurance
Name of Agent's Insurance Company

IMPORTANT: Submit current Continuation Certificate, or submit written verification from the bonding agency of the Bond Amount and the Bond Expiration Date (If bond is continuous then next payment date must be provided).

10. Length of time applicant has been engaged in non-depositor financial services business:

Inside Nevada: 15 years Outside Nevada: 25 years

11. Enter appropriate number(s) in the box for each jurisdiction, during the five years immediately preceding the application:

Enter "1" if Applicant or any of its Officers or Directors has a pending application in that jurisdiction.

Enter "2" if Applicant or any of its Officers or Directors is currently licensed/registered in that jurisdiction.

Enter "3" if Applicant or any of its Officers or Directors was formerly licensed/registered in that jurisdiction.

Enter "4" if Applicant or any of its Officers or Directors has provided services to a consumer residing in that jurisdiction.

Alabama		Illinois		Nebraska		South Carolina	
Alaska		Indiana		Nevada		South Dakota	
Arizona		Iowa		New Hampshire		Tennessee	
Arkansas		Kansas		New Jersey		Texas	
California	4	Kentucky		New Mexico		Utah	
Colorado		Louisiana		New York		Vermont	
Connecticut		Maine		North Carolina		Virginia	
Delaware		Maryland		North Dakota		Washington	
District of Columbia		Massachusetts		Ohio		West Virginia	
Florida		Michigan		Oklahoma		Wisconsin	
Georgia		Minnesota		Oregon		Wyoming	
Guam		Mississippi		Pennsylvania			
Hawaii		Missouri		Puerto Rico			
Idaho		Montana		Rhode Island			

12. Regular Hours of Operation

Sunday	From		To	
Monday	From	9:00 a.m.	To	6:00 p.m.
Tuesday	From	9:00 a.m.	To	6:00 p.m.
Wednesday	From	9:00 a.m.	To	6:00 p.m.
Thursday	From	9:00 a.m.	To	6:00 p.m.
Friday	From	9:00 a.m.	To	6:00 p.m.
Saturday	From		To	

13. Business Plan

Herein is a detailed statement of the activities in which we will engage, including a general plan and the character of the business, and the anticipated sources of our funds.
(If additional space is needed, attach separate sheet and identify enclosure number.)

Foreclosure Trustee Service

14. Web Site Service(s)

List all Web Site Address.

trusteecorps.com

Herein is a detailed statement of web site activities in which we will engage, including web services being offer, advertising, loan originations, wire transfer, customer account history and customer security.

None

17. Disclosures

A) Has any Federal, State, County, or Local regulatory agency found the Applicant to have made a false statement or omission or been dishonest, unfair or unethical?

(●) NO ( ) YES

If yes, please provide details.

B) Does any Federal, State, County or Local regulatory agency have pending litigation or has any Federal, State, County, or Local regulatory agency found the Applicant to have been involved in a litigation of a financial services-related regulation(s) or statute(s) or denied, suspended, or revoked the Applicant's registration or license or prevented it from associating with a financial services-related business or restricted its activities?

(●) NO ( ) YES

If yes, please provide details

C) In the past ten years, has the Applicant been a provider or an affiliate of a provider that has been the subject of a bankruptcy petition?

(●) NO ( ) YES

If yes, please provide details.

D) Has a bonding company ever denied, paid out on, or revoked a bond for the Applicant?

(●) NO ( ) YES

If yes, please provide details

E) Does the Applicant have any unsatisfied judgments or liens against it?

(●) NO ( ) YES

If yes, please provide details.

F) Has any Officer, Director, Owner, Agent or person authorized to initiate transactions to the trust account, been the subject of any material civil or criminal judgment, litigation, or other administrative or enforcement action by any Federal, State, County, or Local regulatory agency?

(●) NO ( ) YES

If yes, please provide details.

18. Additional Information

Present any other information you believe is important to evaluate this applicant. If applicant is involved in the organization that is regulated by State of Nevada Financial Institutions Division, discuss applicant specific involvement.

Please review the Nevada Revised Statues and Nevada Administrative codes contained in the application package prior to submittal of an application.

You may find it helpful to keep a copy of the application and use the blanks preceding the line numbers as a checklist to track what has been sent to Financial Institutions Division.

The Division has no provision for expediting an application. One may "expedite" the process by making as complete and accurate a submission as possible. One may contact the Division and request fingerprint cards in advance; state how many sets of (3) three cards are needed and provide the address to send them to. Thereafter, when contacted by the Division for additional documentation or clarification and/or corrections please be as prompt, complete, and accurate with the response as possible.

The Commissioner shall consider an application to be withdrawn if the Division has not received all information and fees required to complete the application within (6) six months (except for NRS 669 and 669A which is (12) twelve months) after the date the application is first submitted. If an application is deemed to be withdrawn or if an applicant otherwise withdraws an application, the Commissioner may not issue a license to the applicant unless the applicant submits a new application and pays any required fees.

19. Certification of Application

I, the undersigned, being duly sworn, depose and say that the above statements are true and correct to the best of my knowledge and belief, and that this statement is executed with the knowledge that misrepresentation or failure to reveal information requested may be deemed sufficient cause for the refusal to issue a license by the Nevada Financial Institutions Division. I am aware that later discovery of an omission or misrepresentation made in the above statements may be grounds for the revocation of a license.

Signature of Applicant _____ Title Director Date 2/23/12

THE APPLICATION IS TO BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC.

STATE OF California

COUNTY OF Orange

Randle Johnson, being duly sworn says that he is the applicant herein; or that he is making this application on behalf of said applicant; that he has read the foregoing application and knows the contents thereof and that the same is true to the best of his knowledge and behalf.

Taken, subscribed and sworn to before the undersigned authority in

Orange County, State of California

this 23 day of Feb, 2012

_____
Notary Public

MICHAEL S. HENRY
COMM. # 1886488
NOTARY PUBLIC-CALIFORNIA
ORANGE COUNTY
My Comm. Exp. Aug. 5, 2014

(Notary Seal)

Print Form

20952

TRUSTEE CORPS
OPERATING ACCOUNT
17100 GILLETTE AVENUE
IRVINE, CA 92614

80-3839/1232

PACIFIC WESTERN BANK
770 S. BREA BLVD.
BREA, CA 92821

2/23/2012

PAY TO THE ORDER OF NEVADA FINANCIAL INSTITUTIONS DIVISION $ **500.00

Five Hundred and 00/100********** DOLLARS

NEVADA FINANCIAL INSTITUTIONS DIVISION
1179 FAIRVIEW DR., SUITE 201
CARSON CITY, NV 89701

MEMO

⑈020952⑈ ⑆122238200⑆ 1000718499⑈

TRUSTEE CORPS
NEVADA FINANCIAL INSTITUTIONS DIVISION

20952
2/23/2012
500.00

GENERAL-NEW Pacif
500.00

TRUSTEE CORPS
NEVADA FINANCIAL INSTITUTIONS DIVISION

20952
2/23/2012
500.00

GENERAL-NEW Pacif
500.00

SECURITY
TO REORDER, CALL YOUR LOCAL SAFEGUARD DISTRIBUTOR AT 714-898-1881

MTC000337

STATE OF NEVADA
FINANCIAL INSTITUTIONS DIVISION
DEPARTMENT OF BUSINESS AND INDUSTRY
ATTN: APPLICATION PROCESSING

P.O. BOX 3339
CARSON CITY, NV 89702

1830 COLLEGE PKWY, STE 160
CARSON CITY, NV 89706

Phone: (775) 684-2970
Fax: (775) 684-2977
http://www.fid.state.nv.us

Documents Received On

Licensing Renewal Application - Collection Agency

1. Checklist for Applicants

1. ☒ Application with Annual Licensing Fee of $375. Make check payable to "Nevada Financial Institutions Division": *The renewal will be considered late on June 2 of each year. Pursuant to NRS 649.295(7) a fee of $10 per day will be charged until receipt of renewal application.*
2. ☐ Updated alias list. If your employee(s) do not use an alias, initial here: _____
3. ☐ A copy of appropriate municipal (city/county) business license for business location address: if not required by your local city/county, initial here: _____
4. ☐ Current copy of Nevada State Business license from the Nevada Secretary of State.

NOTE: The renewal for the Qualified Manager of the license location must be complete prior to agency renewal.

2. Applicant Information

MTC Financial, Inc.
Legal name of Applicant

CAD1063
Current NV Collection Agency License #

Trustee Corps
DBA, trade or assumed name(s) if different from above)

4/19/2012
1st License Date

3. Principal License Location address (do not use a P.O. Box).

17100 Gillette Avenue
Address Line 1

(702) 685-3938
Primary Phone Number

Address Line 2

(877) 474-1134
Toll Free Phone Number

Irvine	California	92614	(702) 927-5236
City	State	Zip Code	Fax Number

Web Site Address

4. Physical address of location where official books and records will be kept.

3571 Red Rock Street, Suite C
Address Line 1

Address Line 2

Las Vegas	Nevada	89103
City	State	Zip Code

5. Contact person authorized to respond to application and renewal inquiries.

Tokarz, Matt, General Counsel
Full Name (Last Name, First Name MI) and Title

17100 Gillette Avenue
Mailing Address Line 1

Mailing Address Line 2

Irvine
Mailing City

California
Mailing State

92614
Mailing Zip Code

MTokarz@trusteecorps.com
E-mail

(949) 252-8300
Phone Number

303
Ext.

(949) 252-8330
Fax Number

6. Contact person authorized to respond to consumer complaints.

Tokarz, Matt, General Counsel
Full Name (Last Name, First Name MI) and Title

17100 Gillette Avenue
Mailing Address Line 1

Mailing Address Line 2

Irvine
Mailing City

California
Mailing State

92614
Mailing Zip Code

E-mail

(949) 252-8300
Phone Number

303
Ext.

(949) 252-8330
Fax Number

7. Contact person authorized to respond to examination.

Johnsen, Rande
Full Name (Last Name, First Name MI) and Title

17100 Gillette Avenue
Mailing Address Line 1

Mailing Address Line 2

Irvine
Mailing City

California
Mailing State

92614
Mailing Zip Code

RJohnsen@trusteecorps.com
E-mail

(949) 252-8300
Phone Number

180
Ext.

(949) 252-8330
Fax Number

8. Designated Qualified Manager - NOTE: Qualified Manager Certificates expire on June 30 of each year; QM Renewal applications are due to the Division on or before June 1 of each year.

Johnsen, Rande
Primary Collection Agency Manager Name (Last Name , First Name)

CM11103
Certificate #

2
Length of Employment

Does your collection agency have a secondary Qualified Manager? If you have more than two QM's, attach a separate page.

○ Yes ◉ No

Secondary Collection Agency Manager Name (Last Name , First Name)

Certificate #

Length of Employment

MTC000339

AA002914

Pursuant to NRS 649.105 a licensee must file with the Financial Institutions Division, a bond in accordance with the licensee's average monthly balance in the trust account.

AVERAGE MONTHLY BALANCE	AMOUNT OF BOND REQUIRED
Less Than $100,000	$35,000
$100,000 or more but less than $150,000	$40,000
$150,000 or more but less than $200,000	$50,000
$200,000 or more	$60,000

Pursuant to NRS 649.245 the Financial Institution Division must receive collection agency renewal application no later than June 1 preceding the expiration of the license.
Pursuant to NRS 649.375(4) the Financial Institutions Division must receive notice of all alternative addresses such as post office box, return mail address and lock box.
Pursuant to NAC 649.260 a collection agency, or its manager, agents or employees, shall not use a fictitious name in the collection of a debt unless that name has been filed with the Financial Institutions Division.

You may find it helpful to keep a copy of the renewal application to track what has been sent to the Financial Institutions Division.

The Division has no provision for expediting an application. Completed renewal application, supporting documents and renewal fee must be received in the Division's Carson City office on or before June 1 of each year to avoid applicable reinstatement fees.

Please be advised that any outstanding fees must be paid, and any outstanding issues cleared, prior to License Renewal.

9. Certification of Application

I, the undersigned, being duly sworn, depose and say that the above statements are true and correct to the best of my knowledge and belief, and that this statement is executed with the knowledge that misrepresentation or failure to reveal information requested may be deemed sufficient cause for the refusal to issue a license by the Nevada Financial Institutions Division. I am aware that later discovery of an omission or misrepresentation made in the above statements may be grounds for the revocation of a license.

Signature of Applicant _____ Title President Date 5/14/13

THE APPLICATION IS TO BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC.

STATE OF California

COUNTY OF Orange

Barry D. Johnson, being duly sworn says that he is the applicant herein; or that he is making this application on behalf of said applicant; that he has read the foregoing application and knows the contents thereof and that the same is true to the best of his knowledge and belief.

Taken, subscribed and sworn to before the undersigned authority in

Orange County, State of California

this 14 day of May, 2013

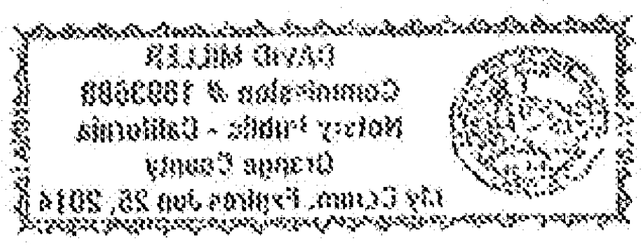
DAVID MILLER
Commission # 1893688
Notary Public - California
Orange County
My Comm. Expires Jun 25, 2014

(Notary Seal)

_____
Notary Public

Print Form

MTC000340


DAVID MOLLER
Commission # 1993989
Notary Public - California
Orange County
My Comm. Expires Jun 28, 2014

STATE OF NEVADA
FINANCIAL INSTITUTIONS DIVISION
DEPARTMENT OF BUSINESS AND INDUSTRY
ATTN: APPLICATION PROCESSING

P.O. BOX 1240
CARSON CITY, NV 89702

1830 E COLLEGE PKWY, STE 100
CARSON CITY, NV 89706

Phone: (775) 684-2970
Fax: (775) 684-2977
http://www.fid.state.nv.us

Documents Received On

Renewal Application for Certification as a Collection Agency Manager

OMISSIONS MAY BE CONSTRUED AS INTENTIONAL FAILURE TO DISCLOSE A MATERIAL FACT AND MAY BE GROUNDS FOR REJECTION OF APPLICATION.

I. Checklist

☒ Renewal Fee is $30. Make check(s) payable to "Nevada Financial Institutions Division"; The renewal will be considered late on June 2nd of the current year. Pursuant to NAC 649.151(4) a reinstatement/late fee of $45 will be assessed in addition to the $30 renewal fee.

II. Personal Information

Johnsen, Ramsle
Full Name (Last Name, First Name, MI)

Alias(es) Name(s) Used

113 Via Quito
Residence Address

Newport Beach
City

California
State

92663
Zip Code

RJohnsen@trusteecorps.com
E-mail

(714) 585-9201
Phone Number

Please list any changes to your personal status over the past year, including any changes to your financial status, change of employment and any criminal charges.

III. Collection Agency Information

Are you currently employed as the designated or secondary manager for a collection agency? *If no skip to section IV.* ◉ Yes ○ No

MTC Financial Inc., DBA Trustee Corps
Collection Agency Name

2
Length of Employment

3371 Red Rock Street, Suite C
Collection Agency Address Line 1

(702) 685-3938
Phone Number

Las Vegas
Collection Agency City

Nevada
Collection Agency State

89103
Collection Agency Zip Code

The Financial Institutions Division reserves the right to go outside of this application for information as to applicant's trustworthiness, competency, and other qualifications.

MTC000342

AA002917

FINANCIAL INSTITUTIONS DIVISION
DEPARTMENT OF BUSINESS AND INDUSTRY
ATTN: APPLICATION PROCESSING

P.O. BOX 3239 1830 E COLLEGE PKWY, STE 100
CARSON CITY, NV [illegible] (775) 684-[illegible] CITY, NV 89706
Fax: (775) 684-2977
http://www.fid.state.nv.us

Documents Received On

IV. Previous Employment (last 12 months)

N/A — To

Collection Agency Name — Dates of Employment

Reason for Leaving

To

Collection Agency Name — Dates of Employment

Reason for Leaving

V. Certification

I, the undersigned, being duly sworn, depose and say that the above statements are true and correct to the best of my knowledge and belief and that this statement is executed with the knowledge that misrepresentation or failure to reveal information requested may be deemed sufficient cause for the refusal to issue a license by the Financial Institutions Division. I am aware that later discovery of an omission or misrepresentation made in the above statements may be grounds for the revocation of a license.

Signature of Applicant _____ Date 5/14/13

THE APPLICATION IS TO BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC.

STATE OF California

COUNTY OF Orange

Randi D Johnson, being duly sworn says that he is the applicant herein; or that he is making this application on behalf of said applicant; that he has read the foregoing application and knows the contents.

Thereof and that the same is true to the best of his knowledge and behalf.

Taken, subscribed and sworn to before the undersigned authority in

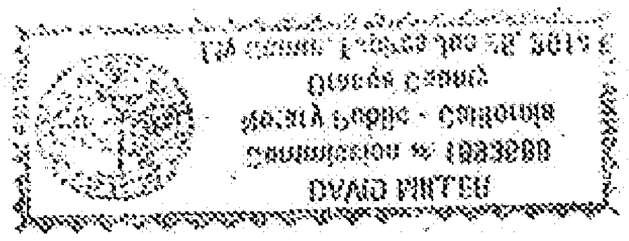
Orange County, State of California

this 14 day of May, 2013

Notary Public

DAVID MILLER
Commission # 1893589
Notary Public - California
Orange County
My Comm. Expires Jun 28, 2014

(Notary Seal)


DAVID PARTEE
Commission # 1883280
Notary Public - California
Orange County
My Comm. Expires Feb 28, 2019

4. THE LAND REFERRED TO IN THIS GUARANTEE IS SITUATED IN THE CITY OF HENDERSON, COUNTY OF CLARK, STATE OF NEVADA, AND IS DESCRIBED AS FOLLOWS:

SEE EXHIBIT "A"

EXHIBIT A

REF. NO. NV090003788-10

PARCEL I:

LOT TWO (2) IN BLOCK FIFTY-FIVE (55) OF THE PLAT OF OLD VEGAS RANCH UNIT 1 (HIGH NOON), A COMMON INTEREST COMMUNITY, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 106 OF PLATS, PAGE 61, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

TOGETHER WITH ASSOCIATED GARAGE UNIT, AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS OF HIGH NOON AT OLD VEGAS RANCH, RECORDED OCTOBER 09, 2002 IN BOOK 20021009 AS DOCUMENT NO. 00581

PARCEL II:

A NON-EXCLUSIVE EASEMENT OF REASONABLE INGRESS, EGRESS AND USE IN, TO AND OVER THE COMMON ELEMENTS AS SET FORTH AND SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR OLD VEGAS RANCH RECORDED OCTOBER 3, 2002 IN BOOK 20021003 AS DOCUMENT NO. 01558, OFFICIAL RECORDS.

SCHEDULE B

EXCEPTIONS

1. GENERAL AND SPECIAL STATE, COUNTY AND/OR CITY PROPERTY TAXES FOR THE FISCAL YEAR 2010-2011, AS FOLLOWS:

ASSESSOR'S PARCEL NO.	:	179-34-614-164
DISTRICT NUMBER	:	505
TOTAL	:	$945.72
FIRST INSTALLMENT	:	$236.43 (OPEN)
SECOND INSTALLMENT	:	$236.43 (OPEN)
THIRD INSTALLMENT	:	$236.43 (OPEN)
FOURTH INSTALLMENT	:	$236.43 (OPEN)
LAND VALUE	:	$5,250.00
IMPROVEMENT VALUE	:	$27,389.00
EXEMPTION	:	(NOT SET OUT)

2. THE LIEN OF SUPPLEMENTAL TAXES, IF ANY, ASSESSED PURSUANT TO THE PROVISION OF NEVADA REVISED STATUTE 361.260.

3. THE PROPERTY DESCRIBED HEREIN IS LOCATED WITHIN THE BOUNDARIES OF THE CLARK COUNTY SANITATION DISTRICT AND IS SUBJECT TO ANY FEES THAT MAY BE CHARGED AGAINST PROPERTY IN SAID DISTRICTS.

4. THE HEREINAFTER DESCRIBED REAL PROPERTY IS WITHIN THE BOUNDARIES OF THE LAS VEGAS VALLEY WATER DISTRICT, AND IS SUBJECT TO ANY FEES THAT MAY BE INCURRED BY REASON OF SUCH DISTRICT.

5. ANY POSSIBLE DELINQUENT OR OUTSTANDING MUNICIPAL CITY LIENS OR ASSESSMENTS FOR CONTRACT SERVICE PROVIDED TO SUBJECT LOT BY REASON OF BEING LOCATED WITHIN THE INCORPORATED BOUNDARIES OF HENDERSON, NEVADA WHICH SUBJECTS THE SAME TO ITS CITY CHARTER AND MANDATORY RULES AND REGULATIONS.

6. SPECIAL ASSESSMENTS, IF ANY, WHICH ARE NOT BILLED AND COLLECTED BY THE COUNTY TAX ASSESSOR.

7. ESTATES OR INTERESTS IN OR ENCUMBRANCES OR LIENS ON THE LAND, SHOWN BY THE PUBLIC RECORDS (INCLUDING BUT NOT LIMITED TO EASEMENTS, LEASES, MINERAL INTERESTS, CONTRACTS OF SALE, COVENANTS, CONDITIONS AND RESTRICTIONS – BUT NOT INCLUDING COMMON – INTEREST OWNERSHIP (UNIFORM ACT) COVENANTS, CONDITIONS AND RESTRICTIONS) RECORDED PRIOR TO JANUARY 30, 2004 WHICH ARE NOT SUBORDINATE TO THE LIEN OF THE FORECLOSING MORTGAGE.

8. A DEED OF TRUST TO SECURE AN INDEBTEDNESS IN THE AMOUNT SHOWN BELOW, AND ANY OTHER OBLIGATIONS SECURED THEREBY

AMOUNT	:	$128,900.00
DATED	:	JANUARY 27, 2004
TRUSTOR	:	RAYMOND R SANSOTA AND FRANCINE M SANSOTA, HUSBAND AND WIFE
TRUSTEE	:	UNITED TITLE OF NEVADA
BENEFICIARY	:	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., A SEPARATE CORPORATION THAT IS ACTING SOLELY AS A NOMINEE FOR LENDER AND LENDER'S SUCCESSORS AND ASSIGNS
LENDER	:	CH MORTGAGE COMPANY I, LTD., LIMITED PARTNERSHIP, A LIMITED PARTNERSHIP
RECORDED	:	JANUARY 30, 2004, IN BOOK 20040130, AS INSTRUMENT NO. 03803, OF OFFICIAL RECORDS

THE BENEFICIAL INTEREST UNDER SAID DEED OF TRUST HAS BEEN ASSIGNED:

ASSIGNOR	:	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC AS NOMINEE FOR LENDER AND LENDERS SUCCESSORS OR ASSIGNEES
ASSIGNEE	:	WELLS FARGO BANK, N.A.
DATED	:	JULY 16, 2010
RECORDED	:	JULY 28, 2010, AS INSTRUMENT NO. 20100728000178 9, OF OFFICIAL RECORDS

THE EFFECT OF THE FOLLOWING:

A NOTICE OF DEFAULT UNDER THE TERMS OF SAID DEED OF TRUST

RECORDED	:	JULY 28, 2010, AS INSTRUMENT NO. 20100728000365 3, OF OFFICIAL RECORDS

NOTE: PLEASE BE ADVISED THAT THIS COMPANY FINDS NO RECORDED SUBSTITUTION OF TRUSTEE, AFFECTING THE DEED OF TRUST THAT IS THE SUBJECT OF THIS GUARANTEE, EMPOWERING THE ASSURED HEREIN TO ACT IN THE PROCEEDINGS INITIATED BY THE RECORDATION OF SAID DOCUMENT.

THIS COMPANY DOES HEREBY MAKE THE REQUIREMENT THAT IT BE FURNISHED SAID INSTRUMENT, PROPERLY DATED AND EXECUTED, THAT TO ITS SATISFACTION IMPARTS CONSTRUCTIVE NOTICE OF THE ACTION UNDERTAKEN BY THE RECORDATION OF SAID DOCUMENT. THIS REQUIREMENT MUST BE COMPLIED WITH PRIOR TO THE ISSUANCE OF ANY FURTHER EVIDENCE OF TITLE.

9. A DEED OF TRUST TO SECURE AN INDEBTEDNESS IN THE AMOUNT SHOWN BELOW, AND ANY OTHER OBLIGATIONS SECURED THEREBY

AMOUNT	:	$104,900.00
DATED	:	MARCH 25, 2005
TRUSTOR	:	FRANCINE M. SANSOTA AND RAYMOND R. SANSOTA, HUSBAND AND WIFE AS JOINT TENANTS
TRUSTEE	:	SOMA FINANCIAL
BENEFICIARY	:	NV MORTGAGE DBA SOMA FINANCIAL
RECORDED	:	MARCH 31, 2005, IN BOOK 20050331, AS INSTRUMENT NO. 0005469, OF OFFICIAL RECORDS

THE ABOVE DEED OF TRUST RECITES BY ITS TERMS AND PROVISIONS THAT IT SECURES AN EQUITY LINE OR OTHER REVOLVING LINE OF CREDIT.

THE BENEFICIAL INTEREST UNDER SAID DEED OF TRUST HAS BEEN ASSIGNED:

ASSIGNOR	:	NV MORTGAGE DBA SOMA FINANCIAL
ASSIGNEE	:	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.
DATED	:	(NOT SET OUT)
RECORDED	:	SEPTEMBER 30, 2005, IN BOOK 20050830, AS INSTRUMENT NO. 0000797, OF OFFICIAL RECORDS

10. THE LATEST TAX ROLL INFORMATION OBTAINED FROM THE COUNTY TAX ASSESSOR SHOWS THE SITUS ADDRESS ON SAID LAND AS 1559 WARD FRONTIER LN, HENDERSON, NV AND THE PARCEL NO./PROPERTY ID NO. AS 179-34-614-164.

11. ANY BANKRUPTCY PROCEEDING THAT IS NOT DISCLOSED BY THE ACTS THAT WOULD AFFORD NOTICE AS TO SAID LAND, PURSUANT TO TITLE 11 U.S.C. 548 (C) OF THE BANKRUPTCY REFORM ACT OF 1978, AS AMENDED.

INFORMATION FOR TRUSTEE

1. SAID LAND IS LOCATED IN HENDERSON TOWNSHIP.

NOTICE OF SALE MUST BE POSTED IN THREE (3) PUBLIC PLACES IN SAID TOWNSHIP AND IF THE LAND IS LOCATED IN OTHER THAN THE LAS VEGAS TOWNSHIP THEN IT MUST BE POSTED IN THREE (3) PUBLIC PLACES OF BOTH TOWNSHIPS ALSO.

THE EIGHTH JUDICIAL DISTRICT, A POLITICAL TOWNSHIP

2. NEWSPAPER(S) IN WHICH LEGAL PUBLICATIONS MAY BE MADE:

THE LAS VEGAS SUN AND THE LAS VEGAS REVIEW JOURNAL WHICH HOLDS ITSELF OUT AS MAKING PUBLICATION DAILY, AND THE NEVADA LEGAL NEWS WHICH HOLDS ITSELF OUT AS MAKING PUBLICATION DAILY, AND THE HENDERSON HOME NEWS PUBLISHED TUESDAY AND THURSDAY, ARE NEWSPAPERS QUALIFIED FOR LEGAL PUBLICATION.

3. THE NAMES AND ADDRESSES OF PERSONS WHO HAVE RECORDED REQUESTS, AS PROVIDED BY SECTION 107.090 AND SECTION 107.080, SUBSECTION 5, OF THE NEVADA REVISED STATUTES, FOR A COPY OF NOTICE OF DEFAULT AND FOR A COPY OF NOTICE OF SALE, INCLUDING THE TRUSTORS, RELATING TO THE DEED(S) OF TRUST SHOWN AS EXCEPTION NUMBER 8 OF THIS GUARANTEE ARE:

NONE

4. PURSUANT TO N.R.S. 107.080 SUBSECTION 5, IT IS REQUIRED THAT NOTICE BE GIVEN TO ANY GUARANTOR, SURETY OR OTHER OBLIGOR IF KNOW, OTHERWISE TO THE ADDRESS OF THE PROPERTY.

ORIGINAL TRUSTOR(S):

RAYMOND R SANSOTA
1559 WARD FRONTIER LANE
HENDERSON, NV 89015

FRANCINE M SANSOTA
1559 WARD FRONTIER LANE
HENDERSON, NV 89015

5. ADDITIONAL MAILINGS:

RAYMOND R SANSOTA
1558 WARD FRONTIER LN
HENDERSON, NV 89002-9392
(VESTEE)

FRANCINE M SANSOTA
1559 WARD FRONTIER LN
HENDERSON, NV 89002-9392
(VESTEE)

RAYMOND R SANSOTA
1558 WARD FRONTIER LANE
HENDERSON, NV 8907415
(VESTEE)

FRANCINE M SANSOTA
1559 WARD FRONTIER LANE
HENDERSON, NV 8907415
(VESTEE)

NV MORTGAGE DBA SOMA FINANCIAL
871 CORONADO CENTER DR. #200
HENDERSON, NV 88052
(REFERS TO ITEM(S) 9)

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.
C/O HSBC MORTGAGE SERVICES INC.
577 LAMONT RD.
ELMHURST, IL 60126
(REFERS TO ITEM(S) 9)

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.
C/O HSBC MORTGAGE SERVICES
577 LAMONT RD.
P.O. BOX 1247
ELMHURST, IL 60126
(REFERS TO ITEM(S) 9)

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.
C/O HSBC MORTGAGE SERVICES
577 LAMONT RD.
ELMHURST, IL 60126
(REFERS TO ITEM(S) 9)

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.
C/O HSBC MORTGAGE SERVICES
P.O. BOX 1247
ELMHURST, IL 60126
(REFERS TO ITEM(S) 9)

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.
P.O. BOX 2026
FLINT, MI 48501-2026
(REFERS TO ITEM(S) 9)

OLD VEGAS RANCH LANDSCAPE MAINTENANCE ASSOCIATION
C/O RMI MANAGEMENT LLC
630 TRADE CENTER DR STE 100
LAS VEGAS, NV 89119
(HOMEOWNERS ASSOCIATION)

HIGH NOON AT OLD VEGAS RANCH HOMEOWNERS ASSOCIATION
C/O RMI MANAGEMENT LLC
630 TRADE CENTER DR STE 100
LAS VEGAS, NV 89119
(HOMEOWNERS ASSOCIATION)

6. ATTENTION IS CALLED TO THE SERVICE MEMBERS CIVIL RELIEF ACT OF 2003 (108 PUBLIC LAW 188; 117 STAT. 2835; 2003 ENACTED H.R. 100) AND ANY AMENDMENTS THERETO AND THE MILITARY RESERVIST RELIEF ACT OF 1991 (SEC. 800 TO 810, MILITARY VETERAN'S CODE), WHICH CONTAIN RESTRICTIONS AGAINST THE SALE OF LAND UNDER A DEED OF TRUST IF THE OWNER IS ENTITLED TO THE BENEFITS OF THOSE ACTS.

7. ATTENTION IS CALLED TO THE FEDERAL TAX LIEN ACT OF 1966 (PUBLIC LAW 89-719, 26 USC SECTIONS 6321 ET SEQ.) AND ANY AMENDMENTS THERETO, WHICH, AMONG OTHER THINGS, PROVIDES FOR THE GIVING OF WRITTEN NOTICE OF SALE IN A SPECIFIED MANNER TO THE SECRETARY OF TREASURY OR HIS OR HER DELEGATE AS A REQUIREMENT FOR THE DISCHARGE OR DIVESTMENT OF A FEDERAL TAX LIEN IN A NON-JUDICIAL SALE, AND ESTABLISHES WITH RESPECT TO THAT LIEN A RIGHT IN THE UNITED STATES TO REDEEM THE PROPERTY WITHIN A PERIOD OF 120 DAYS FROM THE DATE OF THE SALE.

8. ATTENTION IS CALLED TO THE FEDERAL DEBT COLLECTION PROCEDURES ACT (28 USC 3001-3308) AND THE PROVISIONS OF 28 USC 2410 (ACTIONS AFFECTING PROPERTY ON WHICH UNITED STATES HAS LIEN) WHICH, AMONG OTHER THINGS PROVIDES FOR WRITTEN NOTICE TO BE GIVEN TO THE UNITED STATES, AND PROVIDES FOR THE DISCHARGE OF THE PROPERTY FROM THE MORTGAGE OR OTHER LIEN HELD BY THE UNITED STATES, AND PROVIDES THAT THE UNITED STATES SHALL HAVE ONE YEAR FROM THE DATE OF SALE WITHIN WHICH TO REDEEM.

179-34-614-184

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO
MTC FINANCIAL Inc., dba Trustee Corps
30 Corporate Park, Suite 400
Irvine, CA 92606

Inst #: 201010070002406
Fees: $14.00
N/C Fee: $0.00
10/07/2010 11:07:54 AM
Receipt #: 932802
Requestor:
FIDELITY NATIONAL DEFAULT S
Recorded By: OSA Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

Space above this line for recorder's use only

Trustee Sale No. NV09003798-10-1 Order No. 100427843-NV-LPI Loan No. 0192320396

SUBSTITUTION OF TRUSTEE

WHEREAS, RAYMOND R SANSOTA AND FRANCINE M SANSOTA, HUSBAND AND WIFE, was the original Trustor, UNITED TITLE OF NEVADA, was the original Trustee, and CH MORTGAGE COMPANY I, LTD., LIMITED PARTNERSHIP, was the original Lender and Mortgage Electronic Registration Systems Inc. as the original Beneficiary under that certain Deed of Trust dated 01/27/2004 and Recorded on 01/30/2004 as Instrument No. 03803 of official records in the Office of the Recorder of Clark County, Nevada.

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

Now, THEREFORE, the undersigned hereby substitutes MTC FINANCIAL Inc., dba Trustee Corps, whose address is 30 Corporate Park, Suite 400, Irvine, CA 92606, as Trustee under said Deed of Trust.

DATE: 07/27/2010

By: WELLS FARGO BANK, N.A. by MTC FINANCIAL Inc dba Trustee Corps as its Attorney in Fact

By: _____ Juan Carrillo, authorized signatory

"This instrument is being recorded as an ACCOMMODATION ONLY, with no Representation as to its effect upon title"

STATE OF: CA
COUNTY OF: Orange

On 7/27/10 before me, Paul Kim, Notary Public, personally appeared Juan Carrillo who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of CA that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Notary Signature

PAUL KIM
Commission # 1691470
Notary Public - California
Orange County
My Comm. Expires Sep 3, 2010

TC000038

APN: 179-34-614-164

RECORDING REQUESTED BY:
LSI Title Company
WHEN RECORDED MAIL TO
Trustee Corps
30 Corporate Park, Suite 400
Irvine , CA 92606

Inst #: 201007280003653
Fees: $15.00
N/C Fee: $0.00
07/28/2010 03:28:00 PM
Receipt #: 443898
Requestor:
FIDELITY NATIONAL DEFAULT S
Recorded By: SOL Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER

The undersigned hereby affirms that there is no Social Security number contained in this document.
Trustee Sale No. NV09003788-10-1 Loan No. 0192320399
1659 WARD FRONTIER LANE HENDERSON NV 89015
Title Order No:100427843-NV-LPI

NOTICE OF BREACH AND DEFAULT AND OF ELECTION TO CAUSE SALE OF REAL PROPERTY UNDER DEED OF TRUST

NOTICE IS HEREBY GIVEN THAT: MTC FINANCIAL dba TRUSTEE CORPS is either the original trustee, the duly appointed substituted trustee, or acting as agent for the trustee or beneficiary under that certain Deed of Trust (together with any modifications thereto, the "Deed of Trust") dated January 27, 2004, executed by RAYMOND R SANSOTA AND FRANCINE M SANSOTA, HUSBAND AND WIFE, as trustor in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ACTING SOLELY AS NOMINEE FOR LENDER AND LENDER'S SUCCESSORS AND ASSIGNS as Beneficiary and CH MORTGAGE COMPANY I, LTD., LIMITED PARTNERSHIP as lender under Deed of Trust recorded on January 30, 2004, as Instrument No. 03803, in Book 20040130 of Official Records in the office of the County recorder of Clark County, Nevada, and that

The Deed of Trust secures the payment of and the performance of certain obligations, including, but not limited to, the obligations set forth in that certain Promissory Note with a face amount of $128,900.00 (together with any modifications thereto the "Note"), and that

A breach of, and default in, the obligations for which said Deed of Trust is security has occurred in that the Trustor has failed to perform obligations pursuant to or under the Note and/or Deed of Trust, specifically: failed to pay payments which became due; THE INSTALLMENT OF PRINCIPAL AND INTEREST WHICH BECAME DUE ON 12/01/2009 AND ALL SUBSEQUENT INSTALLMENTS OF PRINCIPAL AND INTEREST, ALONG WITH LATE CHARGES, PLUS FORECLOSURE FEES AND COSTS AND ATTORNEY FEES, PLUS ALL OF THE TERMS AND CONDITIONS AS PER THE DEED OF TRUST, PROMISSORY NOTE AND RELATED LOAN DOCUMENTS.

That by reason thereof the present Beneficiary under such Deed of Trust has executed and delivered to said duly appointed Trustee a written Declaration of Default and Demand for Sale and has deposited with said duly appointed Trustee such Deed of Trust and all documents evidencing obligations secured thereby and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

TC000039

NOTICE

You may have the right to cure the default hereon and reinstate the one obligation secured by such Deed of Trust above described. Section NRS 107.080 permits certain defaults to be cured upon the payment of the amounts required by that statutory section without requiring payment of that portion of principal and interest which would not be due had no default occurred. Where reinstatement is possible, if the default is not cured within the statutory period set forth in Section NRS 107.080, the right of reinstatement will terminate and the property may thereafter be sold. The Trustor may have the right to bring a court action to assert the nonexistence of a default or any other defense of Trustor to acceleration and Sale.

To determine if reinstatement is possible and the amount, if any, to cure the default, contact:
WELLS FARGO BANK, N.A.
C/O TRUSTEE CORPS.
30 Corporate Park, Suite 400
Irvine , CA 92606
Phone No.: 949-252-8300

Dated: July 27, 2010

MTC FINANCIAL Inc dba Trustee Corps as Agent for the Beneficiary
By: LSI Title Agency, Inc., as Agent

By: Norma Gonzalez

State of California
County of Orange

On July 28, 2010 before me, Enedina O. Sanchez Notary Public in and for said county, personally appeared Norma Gonzalez who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

ENEDINA O. SANCHEZ
Commission # 1768126
Notary Public - California
Orange County
My Comm. Expires Apr 21, 2012

(Seal)

TC000040

LOAN MODIFICATION CONTACT AND HUD COUNSELING CONTACT FORM

Pursuant to the requirements of NRS 107.085, and the exercise of the power of sale pursuant to NRS 107.080 with respect to any trust agreement which concerns owner-occupied housing and as required under NRS 107, the trustee and/or its authorized agent hereby provides the following information:

The contact information which the grantor or the person who holds the title of record may use to reach a person with authority to negotiate a loan modification on behalf of the beneficiary of the deed of trust is:
Loan Modification Contact Information:
Wells Fargo Bank, N.A.
3476 Stateview Blvd.
Fort Mill , SC 29715
Phone No.:(803) 734-4028

Contact information for at least one local housing counseling agency approved by the United States Department of Housing and Urban Development is:

HOUSING FOR NEVADA
285 E Warm Springs Road Ste 100
Las Vegas, NV 89119
Telephone 877-648-1338
Telephone 702-370-0300

CONSUMER CREDIT COUNSELING SERVICE OF SOUTHERN NEVADA

841 E 2ND
Carson City, Nevada 89701
Telephone: 800-481-4505

NEVADA LEGAL SERVICES, INC.

841-A East Second Street
Carson City, Nevada 89701
Telephone: 702-885-0404

CONSUMER CREDIT COUNSELING SERVICE OF SOUTHERN NEVADA

2920 N. Green Valley Parkway
Henderson, Nevada 89014
Telephone: 702-364-0344

SPRINGBOARD - HENDERSON

1489 West Warm Springs Road, Suite 213
Henderson, Nevada 89102
Telephone: 800-647-3762

ACORN HOUSING, LAS VEGAS, NV

953 E. Sahara Ave., #226
Las Vegas, Nevada 89104
Telephone: 702-364-3022

CCCS OF SOUTHERN NEVADA

2650 S. Jones Blvd
Las Vegas, Nevada 89146-5005
Telephone: 702-364-0344

TC000041

Inst #: 201102080003078
Fees: $15.00
N/C Fee: $25.00
02/08/2011 03:12:32 PM
Receipt #: 870259
Requestor:
LSI TITLE AGENCY INC.
Recorded By: GILKS Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

APN: 179-34-514-164

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:
Trustee Corps
17100 Gillette Ave
Irvine, CA 92614

The undersigned hereby affirms that there is no Social Security number contained in this document

Trustee Sale No. NV09003798-10-1 Title Order No:100427843-NV-LPI Client Reference Number: 0192320398

NOTICE OF TRUSTEE'S SALE
IMPORTANT NOTICE TO PROPERTY OWNER

YOU ARE IN DEFAULT UNDER A DEED OF TRUST AND SECURITY AGREEMENT DATED January 27, 2004. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDINGS AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

On March 9, 2011, at 10:00 AM, MTC FINANCIAL INC dba Trustee Corps, as duly appointed Trustee WILL SELL AT PUBLIC AUCTION TO THE HIGHEST BIDDER FOR CASH at the front entrance to Nevada Legal News located at 930 S. 4TH Street, Las Vegas, NV., all right, title and interest conveyed to and now held by it under and pursuant to Deed of Trust Recorded on January 30, 2004, as Instrument No. 03803, In Book 20040130 of the Official Records in the office of the Recorder of Clark County, Nevada, executed by RAYMOND R SANSOTA AND FRANCINE M SANSOTA, HUSBAND AND WIFE, as Trustor, Wells Fargo Bank, N.A., as Beneficiary, all that certain property situated in said County and State, and more commonly described as:

AS MORE FULLY DESCRIBED ON SAID DEED OF TRUST

The property heretofore described is being sold "as is". The street address and other common designation, if any, of the real property described above is purported to be:
1559 WARD FRONTIER LANE, HENDERSON, NV 89015

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein. Said will be made, but without covenant or warranty express or implied, regarding title, possession or encumbrances, to pay the remaining unpaid balance of the obligations secured by the property to be sold and reasonably estimated costs, expenses and advances as of the first publication date of this Notice of Trustee's Sale, to wit: $130,481.31 estimated. Accrued interest and additional advances, if any, will increase the figure prior to sale. The property offered for sale excludes all funds held on account by the property receiver, if applicable.

Beneficiary's bid at sale may include all or part of said amount. In addition to cash, the Trustee will accept, all payable at time of sale in lawful money of the United States a Cashier's check drawn by a state or national bank, a check drawn by a state or federal credit union, or a check drawn by a state or federal savings and loan association, savings association, or savings bank

TC000042

specified in the applicable sections of the Nevada Administrative Code and authorized to do business in the State of Nevada, or other such funds acceptable to the Trustee.

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

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

SALE INFORMATION CAN BE OBTAINED ON LINE AT www.lpsasap.com
AUTOMATED SALES INFORMATION PLEASE CALL 714-259-7850

Dated: February 4, 2011

MTC FINANCIAL INC dba Trustee Corps
TS No. NV09003798-10-1 .
17100 Gillette Ave
Irvine, CA 92614
949-252-8300

Clarisa Gastelum , Authorized Signature

State of California)ss.
County of Orange)ss
Claudio Martinez

On February 4, 2011 before me, _____, Notary Public, personally appeared Clarisa Gastelum , who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Notary Name

CLAUDIO MARTINEZ
COMM. #1894620
NOTARY PUBLIC • CALIFORNIA
ORANGE COUNTY
Comm. Exp. JULY 4, 2014

TC000043

Inst #: 201103310003069
Fees: $15.00 N/C Fee: $0.00
NPTT: $260.10 Ex: #
03/31/2011 12:05:50 PM
Receipt #: 724306
Requestor:
NATIONAL TITLE COMPANY
Recorded By: OSA Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER

A.P.N. 179-34-614-164
[Recording Requested By:

[WHEN RECORDED MAIL TO
AND MAIL TAX STATEMENTS TO:]
THE PREM DEFERRED TRUST
8350 W. SAHARA AVE. #150
LAS VEGAS,NV 89117

(Space above this line for recorder's use only)

Trustee Sale No.NV08003798-10-1 . Loan No. 0192320398 Title Order No. 100427843-NV-LPI

TRUSTEE'S DEED UPON SALE

The undersigned grantor declares:

1) The Grantee herein was not the foreclosing beneficiary.

2) The amount of the unpaid debt together with costs was: $133,586.59

3) The amount paid by the grantee at the trustee sale was: $661,000.00

4) The documentary transfer tax is: $ 260.10

5) Said property is in the city of: HENDERSON

and MTC FINANCIAL Inc. dba TRUSTEE CORPS, herein called "Trustee", as Trustee (or as Successor Trustee) of the Deed of Trust hereinafter described, hereby grants and conveys, but without covenant or warranty, express or implied, to THE PREM DEFERRED TRUST, herein called "Grantee", the real property in the County of Clark, State of Nevada, described as follows:

Parcel I:

Lot Two (2) in Block Fifty-Five (55) of the Plat of OLD VEGAS RANCH UNIT 1 (HIGH NOON), a Common Interest Community, as shown by map thereof on file in Book 108 of Plats, Page 81, in the

Office of the County Recorder of Clark County, Nevada.

Together with associated Garage Unit as set fort in the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements of High Noon at Old Vegas Ranch, recorded October 09, 2002 in Book 20021009 as Document No. 00581

Parcel II:

A non-exclusive easement of reasonable ingress, egress and use in, to and over the common elements as set forth and subject to the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for OLD VEGAS RANCH recorded October 3, 2002 in Book 20021003 as Document No. 01588, Official records.

This deed is made pursuant to the authority and powers given to Trustee (or to Successor Trustee) by law and by that certain Deed of Trust dated January 27, 2004, made to RAYMOND R SANSOTA AND FRANCINE M SANSOTA, HUSBAND AND WIFE and recorded on January 30, 2004, as Instrument No. 03803 of Official Records in the office of the Recorder of Clark County,

Nevada, Trustee (or Successor Trustee) having complied with all applicable statutory provisions and having performed all of his duties under the said Deed of Trust. All requirements of law and of said Deed of Trust relating to this sale and to notice thereof having been complied with. Pursuant to the Notice of Trustee's Sale, the above described property was sold by Trustee (or Successor Trustee) at public auction on 03/09/2011 at the place specified in said Notice, to Grantee who was the highest bidder therefor, for $81,888.80 cash, in lawful money of the United States, which has been paid.

Dated: 03/09/2011

NTC FINANCIAL, INC. dba TRUSTEE CORPS

Gloria Ivarez

Gloria Ivarez

THIS INSTRUMENT IS RECORDED AS AN ACCOMMODATION ONLY AND WITHOUT LIABILITY

State of CALIFORNIA

County of ORANGE

On 3/9/11 before me, Adriana Contreras a notary public personally appeared Gloria Ivarez who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Notary Public in and for said County and State

ADRIANA CONTRERAS
COMM. #1893189
NOTARY PUBLIC • CALIFORNIA
ORANGE COUNTY
Comm. Exp. SEPT. 6, 2014

STATE OF NEVADA
DECLARATION OF VALUE FORM

1. Assessor Parcel Number(s)
   a. 178-34-814-164
   b. _____
   c. _____
   d. _____
2. Type of Property:
   a ☐ Vacant Land b ☒ Single Fam. Res.
   c ☐ Condo/Twnhse d ☐ 2-4 Plex
   e ☐ Apt. Bldg f ☐ Comm'l/Ind'l
   g ☐ Agricultural h ☐ Mobile Home
   ☐ Other _____
3. a. Total Value/Sales Price of Property $51,000.00
   b. Deed in Lieu of Foreclosure Only (value of property) ( )
   c. Transfer Tax Value: $51,000.00
   d. Real Property Transfer Tax Due $ 214.20
4. If Exemption Claimed:
   a. Transfer Tax Exemption per NRS 375.090, Section _____
   b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: 100 %

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

Signature _____ Capacity Trustee Sale Officer
GLORIA Duarte

Signature _____ Capacity Grantee

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

SELLER (GRANTOR) INFORMATION (REQUIRED)
Print Name: Trustee Corps.
Address: 17100 Gillette Avenue
City: Irvine
State: CA Zip: 92614

ATC Waived Exc 098

BUYER (GRANTEE) INFORMATION (REQUIRED)
Print Name: THE PREM DEFERRED TRUST
Address: 6350 W. SAHARA AVE. #150
City: LAS VEGAS
State: NV Zip: 89117

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)
Print Name: National Title Co Escrow #: 28922616-LP
Address: 7251 W. Lake Mead Blvd #300
City: LV State: NV Zip: 89128

TC000046

Declaration of Mailing

Trustee's Sale No. NV09003798-10-1

Date: 02/09/2011
Mailing: Sale
Page: 1

I, Yancy Flores, declare: That I am an officer, agent, or employee of MTC FINANCIAL Inc. dba Trustee Corps whose business address is 17100 Gillette Ave, Irvine, CA 92614
I am over the age of eighteen years; On 02/09/2011 by Certified and First Class mail, enclosed in a sealed envelope with postage notices,
a true and correct copy of which is hereunto attached and made part hereof, addressed to following:

Number of Article	Name of Addressee, Street, and Post Office Address	Cert Fee	R R Fee
71901017845100128883	OCCUPANT 1559 WARD FRONTIER LANE HENDERSON, NV 89015 NV09003798-10-1	$3.41	$1.10
71901017845100128890	RAYMOND R SANSOTA 1559 WARD FRONTIER LANE HENDERSON, NV 89015 NV09003798-10-1	$3.41	$1.10
71901017845100128906	NV MORTGAGE DBA SOMA FINANCIAL 871CORONADO CENTER DR. #200 HENDERSON, NV 89052 NV09003798-10-1	$3.41	$1.10
71901017845100128913	RAYMOND R SANSOTA 1559 WARD FRONTIER LANE HENDERSON, NV 89074-0015 NV09003798-10-1	$3.41	$1.10
71901017845100128920	RAYMOND R SANSOTA 1559 WARD FRONTIER LANE HENDERSON, NV 89015 NV09003798-10-1	$3.41	$1.10
71901017845100128937	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. C/O HSBC MORTGAGE SERVICES INC. 577 LAMONT RD. ELMHURST,IL 60126 NV09003798-10-1	$3.41	$1.10
71901017845100128944	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. P.O. BOX 2026 FLINT, MI 48501-2026 NV09003798-10-1	$3.41	$1.10
71901017845100128951	FRANCINE M SANSOTA 1559 WARD FRONTIER LANE HENDERSON, NV 89015 NV09003798-10-1	$3.41	$1.10
71901017845100128968	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. C/O HSBC MORTGAGE SERVICES 577 LAMONT RD. ELMHURST,IL 60126 NV09003798-10-1	$3.41	$1.10
71901017845100128975	RAYMOND R SANSOTA 1559 WARD FRONTIER LN HENDERSON, NV 89002-9382 NV09003798-10-1	$3.41	$1.10
		$34.00	$11.00

Number of Pieces by Sender	Number of Pieces Received	Postmaster (Name) Receiving Employee	Mail By (Name) Clerking Employee
10			

SMITH RANCH CA FEB 9 2011 USPS

I certify (or Declare) under penalty of perjury under the laws of the State of CA that the foregoing is true and correct

2/9/11
(Date)

(Declaring)

TC000047

Declaration of Mailing

Trustee's Sale No. NV09003798-10-1

Date: 02/09/2011
Mailing: Sale
Page: 2

I, Yancy Flores, declare; That I am an officer, agent, or employee of MTC FINANCIAL Inc. dba Trustee Corps whose business address is 17100 Gillette Ave, Irvine, CA 92614
I am over the age of eighteen years; On 02/09/2011 by Certified and First Class mail, enclosed in a sealed envelope with postage notices,
a true and correct copy of which is hereunto attached and made part hereof, addressed to followings:

Number of Article	Name of Addressee, Street, and Post Office Address	Cert Fee	R R Fee
71901017845100128982	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. C/O HSBC MORTGAGE SERVICES 577 LAMONT RD., P.O. BOX 1247 ELMHURST,IL 60126 NV09003798-10-1	$3.41	$1.10
71901017845100128999	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. C/O HSBC MORTGAGE SERVICES P.O. BOX 1247 ELMHURST,IL 60126 NV09003798-10-1	$3.41	$1.10
71901017845100129002	OLD VEGAS RANCH LANDSCAPE MAINTENANCE ASSOCIATION C/O RMI MANAGEMENT LLC 630 TRADE CENTER DR STE 100 LAS VEGAS, NV 89119 NV09003798-10-1	$3.41	$1.10
71901017845100128019	HIGH NOON AT OLD VEGAS RANCH HOMEOWNERS ASSOCIATIO C/O RMI MANAGEMENT LLC 630 TRADE CENTER DR STE 100 LAS VEGAS, NV 89119 NV09003798-10-1	$3.41	$1.10
71901017845100129026	FRANCINE M SANSOTA 1559 WARD FRONTIER LANE HENDERSON, NV 89015 NV09003798-10-1	$3.41	$1.10
71901017845100129033	FRANCINE M SANSOTA 1559 WARD FRONTIER LANE HENDERSON, NV 89074-0015 NV09003798-10-1	$3.41	$1.10
71901017845100129040	FRANCINE M SANSOTA 1559 WARD FRONTIER LN HENDERSON, NV 89002-9332 NV09003798-10-1	$3.41	$1.10
		$23.80	$7.70

Number of Pieces by Sender	Number of Pieces Received	Postmaster (Name) Receiving Employee	Total Pcs (Name) Receiving Employee
7			

SANTA ANA, CA FEB 9 2011 USPS

I certify (or Declare) under penalty of perjury under the laws of the State of CA that the foregoing is true and correct

2/9/11
(Date)

(Signature)

TC000048

Declaration of Mailing

Trustee's Sale No. NV09003798-10

Date: 08/04/2010
Mailing: 10 Day
Page: 1

I, *Freddy Alvidrez*, declare: That I am an officer, agent, or employee of MTC FINANCIAL Inc dba Trustee Corps whose business address is 30 Corporate Park, Suite 400, Irvine, CA 92606
I am over the age of eighteen years; On 08/04/2010 by Certified mail, enclosed in a sealed envelope with postage fully prepaid, I deposited in the United States Post Office at Irvine
notices, a true and correct copy of which is hereunto attached and made part hereof, addressed to the following:

Number of Article	Name of Addressee, Street, and Post Office Address	Cert Fee	R.R. Fee
71923789001010511633	NV MORTGAGE DBA SOMA FINANCIAL 871 CORONADO CENTER DR. #200 HENDERSON, NV 89052	$3.09	$1.85
71923789001010511630	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. C/O HSBC MORTGAGE SERVICES INC. 577 LAMONT RD. ELMHURST, IL 60126	$3.09	$1.85
71923789001010511647	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. C/O HSBC MORTGAGE SERVICES 577 LAMONT RD. ELMHURST, IL 60126	$3.09	$1.85
71923789001010511654	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. C/O HSBC MORTGAGE SERVICES 577 LAMONT RD., P.O. BOX 1247 ELMHURST, IL 60126	$3.09	$1.85
71923789001010511661	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. C/O HSBC MORTGAGE SERVICES P.O. BOX 1247 ELMHURST, IL 60126	$3.09	$1.85
71923789001010511678	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. P.O. BOX 2026 FLINT, MI 48501-2026	$3.09	$1.85
71923789001010511685	OLD VEGAS RANCH LANDSCAPE MAINTENANCE ASSOCIATION C/O RMI MANAGEMENT LLC 630 TRADE CENTER DR STE 100 LAS VEGAS, NV 89119	$3.09	$1.85
71923789001010511692	HIGH NOON AT OLD VEGAS RANCH HOMEOWNERS ASSOCIATION C/O RMI MANAGEMENT LLC 630 TRADE CENTER DR STE 100 LAS VEGAS, NV 89119	$3.09	$1.85
71923789001010511708	FORECLOSURE MEDIATION PROGRAM ADMINISTRATOR 201 S. CARSON STREET, SUITE 102 CARSON CITY, NV 89701	$3.09	$1.85
71923789001010511715	SANSOTA, FRANCINE M. 1559 WARD FRONTIER LANE HENDERSON, NV 89013	$3.09	$1.85
		$30.90	$18.50

SANTA ANA, CA 926
AUG 4 2010
USPS

Number of Pieces by Sender	Number of Pieces Received	Postmaster (Name) Receiving Employee	Mail By (Name) Sending Employee
10			

I certify (or Declare) under penalty of perjury under the laws of the State of NV that the foregoing is true and correct

AUG 04 2010
(Date)

(Declarant)

TC000049

Declaration of Mailing

Trustee's Sale No. NV09003798-10

Date: 08/04/2010
Mailing: 10 Day
Page: 2

I, Freddy Alvidrez, declare: That I am an officer, agent, or employee of MTC FINANCIAL Inc dba Trustee Corps whose business address is 30 Corporate Park, Suite 400, Irvine, CA 92606
I am over the age of eighteen years; On 08/04/2010 by Certified mail, enclosed in a sealed envelope with postage fully prepaid, I deposited in the United States Post Office at Irvine
notices, a true and correct copy of which is hereunto attached and made part hereof, addressed to the following:

Number of Article	Name of Addressee, Street, and Post Office Address	Cert Fee	R.R Fee
71923789001010511732	SANSOTA, FRANCINE M. 1559 WARD FRONTIER LANE HENDERSON, NV 89074-0015	$3.09	$1.85
71923789001010511739	SANSOTA, FRANCINE M. 1559 WARD FRONTIER LN HENDERSON, NV 89002-9352	$3.09	$1.85
71923789001010511746	SANSOTA, RAYMOND R. 1559 WARD FRONTIER LANE HENDERSON, NV 89015	$3.09	$1.85
71923789001010511753	SANSOTA, RAYMOND R. 1559 WARD FRONTIER LANE HENDERSON, NV 89074-0015	$3.09	$1.85
71923789001010511760	SANSOTA, RAYMOND R. 1559 WARD FRONTIER LN HENDERSON, NV 89002-9352	$3.09	$1.85
71923789001010511777	SANSOTA, FRANCINE M. 1559 WARD FRONTIER LANE HENDERSON, NV 89015	$3.09	$1.85
71923789001010511784	SANSOTA, RAYMOND R. 1559 WARD FRONTIER LANE HENDERSON, NV 89015	$3.09	$1.85
		$21.63	$12.95

Number of Pieces by Sender	Number of Pieces Received	Postmaster (Name) Receiving Employee	Mail By (Name) Sending Employee
7			

I certify (or Declare) under penalty of perjury under the laws of the State of NV that the foregoing is true and correct.

AUG 0 4 2010
(Date)

(Declarant)

SANTA ANA, CA POSTMARK AUG 4 2010 USPS

TC000050

STATE OF NEVADA
FORECLOSURE MEDIATION PROGRAM
ELECTION/WAIVER OF MEDIATION FORM

PROPERTY ADDRESS: 1559 WARD FRONTIER LANE, HENDERSON, NV 89015
TS No.: NV09003798-10-1; APN: 179-34-614-164
TRUSTEE: Trustee Corps
Deed of Trust recorded: January 30, 2004, as Instrument No. 03803, in Book 20040130

ATTENTION-YOU MUST ACT WITHIN THIRTY (30) DAYS
IF NO ACTION IS TAKEN, THE FORECLOSURE MAY PROCEED

You have been served with a Notice of Default and Election to Sell, a copy of which is enclosed, that could result in the loss of your home. You may want to consult with an attorney concerning your rights and responsibilities.

The State of Nevada has created a mediation program for homeowners whose owner occupied, primary residence is subject to foreclosure. Mediation is a process through which you and the lender meet with a neutral mediator to determine whether an agreement can be reached to cure any defaults in the loan or modify the terms of the loan to enable you to remain in your home. The mediator will be appointed by the Foreclosure Mediation Program Administrator. The mediator will not provide legal advice to either party. If you feel the need for legal representation, it is recommended that you retain an attorney to assist you in the mediation. [Use additional paper if needed.]

Your Name(s): _____
Address: _____
Phone No: ( ) _____ (telephone)
( ) _____ (cellular)
Email: _____

Co-owner's Name: _____
Address: _____
Phone No: ( ) _____ (telephone)
( ) _____ (cellular)
Email: _____

PLEASE SELECT ONE OF THE CHOICES BELOW AND RETURN COPIES IN ENCLOSED ENVELOPES.

_____ ELECTION OF MEDIATION The undersigned hereby request(s) that a mediation be scheduled to attempt to work out a resolution of the loan. ($200.00 Money Order or Cashier's Check Applies - See Below)

Do you have an open Bankruptcy? If so, date filed? _____

_____ WAIVER OF MEDIATION The undersigned is/are aware of the right to seek mediation but have determined that I/we do not want to proceed with a mediation and hereby waive the right to do so.

The undersigned hereby certify under the penalty of perjury that I/we are the owner[s] of the real property that is the subject of the pending foreclosure and occupy the real property as my/our primary residence.

_____ _____
Signature of Property Owner Date Signature of Co-Owner Date

COMPLETE TWO COPIES OF THIS FORM AND FORWARD ONE TO THE MEDIATION ADMINISTRATOR WITH PAYMENT AND THE OTHER TO THE TRUSTEE OF THE DEED OF TRUST. TWO UNSTAMPED, PRE-ADDRESSED ENVELOPES HAVE BEEN ENCLOSED.

IF YOU HAVE CHOSEN TO SEEK MEDIATION, YOU MUST SEND A MONEY ORDER OR CASHIER'S CHECK IN THE SUM OF $200 PAYABLE TO: "STATE OF NEVADA FORECLOSURE MEDIATION PROGRAM." THIS PAYMENT AND THE FORM MUST BE RETURNED, TO THE ADMINISTRATOR WITHIN THIRTY (30) DAYS OF THE DATE THE NOTICE OF DEFAULT AND ELECTION TO SELL WAS MAILED TO YOU.

PAYMENT MUST BE SENT TO THE ADMINISTRATOR IN THE ENVELOPE THAT WAS ENCLOSED WITH THIS FORM.

TRUSTEE: TRUSTEE CORPS
30 Corporate Park, Suite 400
Irvine, CA 92606
Phone: 949-252-8300 Facsimile: 949-252-8330

TC000051

STATE OF NEVADA
FORECLOSURE MEDIATION PROGRAM

ELECTION/WAIVER OF MEDIATION FORM
Instructions

To the Trustee:
You must fill out the top box on the Form including the Property Address and the Assessor's Parcel Number [APN]

To the Homeowner:
You are not eligible to participate in this program if you filed bankruptcy on or after July 1, 2009, unless you have been discharged from the bankruptcy, or the court has entered an order allowing you to be part of the Nevada Foreclosure Mediation Program. If you have an open bankruptcy, please fill in the date on which the bankruptcy was filed on the attached form.

The ELECTION/WAIVER OF MEDIATION form has been provided to you by the Trustee. (You may make additional copies if needed.) You must fill out the two copies of the form so that the same information is included on both copies of the form. You must fill in the blanks on both forms and make your election to either request mediation or waive mediation.

Print your name and address in the spaces provided. Include your telephone numbers and your email address. If you have a co-owner, their name, address, phone numbers and email address should be included. This information will only be used for the mediation process.

In the designated location, you must select (with a check mark or "X") one of two choices. You may only select one of the two options. Either select:

1. "___ ELECTION OF MEDIATION" if you choose to enter into the Mediation Program;
OR

2. "___ WAIVER OF MEDIATION" if you do not want to participate in the foreclosure Mediation Program.

> You must then sign and date each form. NOTE that by signing the form you are certifying under penalty of perjury that you own and occupy the subject property as your primary residence.

One copy of the form must be mailed to the Trustee of the deed of trust by certified mail, return receip requested, an one copy of the form must be mailed to the Mediation Administrator. The envelopes provided are pre-addressed to the Trustee and Mediation Administrator. You must mail the envelope to the ADMINISTRATOR no later then thirty (30) days after the date the Trustee mailed you the form and the Notice of Default. You will need to pay the postage for mailings.

If you elect mediation, you must include the $200.00 mediation fee along with the form in the envelope addressed to the Administrator. The $200.00 mediation fee must be paid in the form of a money order or cashiers check and made payable to: "State of Nevada Foreclosure Mediation Program".

If you choose to forego or waive mediation, there is no need to send the $200.00 mediation fee. However, whether you elect to enter into the mediation program or elect not to participate in mediation, both forms should be mailed. If you do not mail the forms to the Trustee and the Mediation Administrator, you will not be allowed to participate in the mediation program and the foreclosure will proceed. This is your only opportunity to elect to participate in the foreclosure mediation process.

TRUSTEE: Trustee Corps
30 Corporate Park, Suite 400
Irvine, CA 92606
Phone: 949-252-8300 Facsimile: 949-252-8330

STATE OF NEVADA
FORECLOSURE MEDIATION PROGRAM
HOUSING AFFORDABILITY WORKSHEET

HOMEOWNER'S NAME:_____	CO-OWNERS NAME:_____
ASSESSOR PARCEL NUMBER (APN) _____ PROPERTY ADDRESS_____ _____ TRUSTEE_____	TS #_____ Loan #_____ DoT Doc #_____ Book #: _____ Page # _____ Inst # _____

Principal, Interest, Taxes, Insurance, Association Dues		Homeowner's Income
MONTHLY PAYMENTS	CURRENT	
Mortgage Payment (without taxes and insurance)	_____	GROSS MONTHLY INCOME $_____
Property Tax	_____	
Insurance	_____	
Homeowner's Association Dues	_____	
TOTAL	_____	31% OF MONTHLY GROSS INCOME: $_____
Percent of Gross Income	_____	

(Describe your Loan) Current 1st Mortgage			(Describe your Loan) Current 2nd Mortgage		
Description	_____ _____ _____ _____		Description	_____ _____ _____ _____	
Principal Amount	$_____		Principal Amount_____	$_____	
Interest Rate	_____%	_____Years	Interest Rate_____	_____%	_____Years

1st Mortgage Payment		Current Fair Market Value Parameters	
Principal and Interest:	$_____	Current Value of the Home	$_____
Escrow:	$_____	Monthly Rental Value of the Home	$_____
Total Payment:	$_____		

_____
Signature of Property Owner

_____
Signature of Co-Owner

© 2010 Nevada Foreclosure Mediation Program

STATE OF NEVADA
FORECLOSURE MEDIATION PROGRAM

FINANCIAL STATEMENT

(To be filled out by Trustee)

ASSESSOR PARCEL NUMBER (APN) _____ TS # _____

PROPERTY ADDRESS _____ Loan # _____

_____ DoT Doc #_____

TRUSTEE _____ Book #: _____ Page # _____ Inst #_____

PERSONAL INFORMATION

Property Owner's Name_____	Co-Owner's Name_____
Number of Dependents _____ (Not listed by Co-Owner)	Number of Dependents _____ (Not listed by Co-Owner)
Mailing Address: _____ _____	Mailing Address: _____ _____

EMPLOYMENT INFORMATION

Employer's Name:	☐ Self Employed	Employer's Name:	☐ Self Employed
Position/Title:	Date of Employment:	Position/Title:	Date of Employment:
Second Employer's Name:		Second Employer's Name:	
Position/Title:	Date of Employment:	Position/Title:	Date of Employment:

EXPENSES AND LIABILITIES

	MONTHLY EXPENSES	BALANCE DUE
First Mortgage		
Second Mortgage		
Rent for Other Property		
Other Liens on the Property		
Homeowner Association Dues		
Insurance (not included in Mortgage)		
Real Estate Taxes		
Child Care		
Health Insurance		
Medical Expenses		
Credit Card/Installment Loan		
Credit Card/Installment Loan		
Credit Card/Installment Loan		
Credit Card/Installment Loan		
Credit Card/Installment Loan		
Automobile Loan 1		
Automobile Loan 2		
Auto Insurance		
Auto/Gasoline		
Food		
Spending Money		
Electric/Gas		
Water/Sewer/Trash		
Phone/Cell Phone		
Internet/Cable		
Other		
Total		

© 2010 Nevada Foreclosure Mediation Program

STATE OF NEVADA
FORECLOSURE MEDIATION PROGRAM

MONTHLY INCOME

	Owner	Co-Owner	Total
Gross Salary			
Net Salary/Wages			
Unemployment Income			
Child Support/Alimony			
Disability Income			
Rental Income			
Other Income			
Total			

ASSETS (Estimated Value)

Personal Residence	
Other Real Estate	
Personal Property	
Automobile 1	
Automobile 2	
Checking Accounts	
Savings Account	
IRA/401 K/ Keogh Accounts	
Stocks/Bonds/CD's	
Other (Please Explain)	
Other	
Total	

Reason for Delinquency/Inability to Satisfy Mortgage Obligation:

☐ Reduction in Income ☐ Medical Issues ☐ Death of Family Member
☐ Increase in Expenses ☐ Loss of Income ☐ Increase in Loan Payment
☐ Other (e.g.: Divorce, Business Failure, etc): _____

Further Explanation:

I / We obtained a mortgage loan(s) secured by the above-described property.
I / We have described my/our present financial condition and reason for default and have attached required.
I / We consent to the release of this financial worksheet and attachments to the mediator and the lender or lender's servicing company by way of the lender's attorney.
By signing below, I / we certify the information provided is true and correct to the best of my / our knowledge.

_____ _____
Signature of Owner Date Signature of Co-Owner Date

You will be required to send the following to your assigned Mediator and the Trustee/Lender upon request

☐ Last Federal Tax Return filed
☐ Past two (2) bank statements
☐ Proof of Income (e.g. two current pay stubs)
☐ If Self Employed attach a copy of the past six (6) month's Profit and loss statements

Please keep a copy for your records and to bring to the Mediation.

© 2010 Nevada Foreclosure Mediation Program

STATE OF NEVADA FORECLOSURE MEDIATION PROGRAM

TRUSTEE INFORMATION FORM

ASSESSOR PARCEL NUMBER (APN) 179-34-614-164

LOAN NUMBER: 0192320898

PROPERTY ADDRESS: 1559 WARD FRONTIER LANE, HENDERSON, NV 89015

TS# NV09003798-10-1

DoT 01/30/2004

Book/Inst 03803

COUNTY in which the Property is located: Clark

INSTRUCTIONS

Within 10 days of receipt of a Homeowners Election to Mediation Form (with or without funds) wherein Mediation has been elected, Trustee must submit the completed Election/Waiver Form, a copy of this form together with RECORDED copy of the Notice of Default, Lender's Portion of fee ($200.00) and any funds received from the Homeowner(s) to the address listed below:

The completed election form
A copy of the TIF together with a RECORDED copy of the Notice of Default
Lender`s Portion of fee ($200.00) and any funds received from the Homeowner(s) to the address listed below:

State of Nevada Foreclosure Mediation Program
201 S. Carson Street, Suite 100
Carson City, NV 89701
(775) 684-1780 or (775) 684-1781

Trustee's Name(s): Trustee Corps

Mailing Address: 30 Corporate Park, Suite 400, Irvine, CA 92606

Phone No.: (949) 252-8300 ext 443 (telephone)

( ) (cellular)

Email:

DoT Beneficiary's Name: WELLS FARGO BANK, N.A.

Mailing Address: 3476 Stateview Blvd., Fort Mill, SC 29715

Phone No.: (803) 734-4028 (telephone)

( ) (cellular)

Email:

PLEASE NOTE BENEFICIARY COUNSEL IF APPLICABLE

Contact Person:

Phone No.:

Email:

Homeowner's Name(s) RAYMOND R SANSOTA AND FRANCINE M SANSOTA, HUSBAND AND WIFE

Mailing Address: 1559 WARD FRONTIER LANE, HENDERSON, NV 89015

DATE OF SERVICE TO HOMEOWNER AS REQUIRED BY NRS 107.080 FOR THE RECORDED NOTICE OF DEFAULT AND ELECTION TO SELL:

Further information concerning the Foreclosure Mediation Program, together with all necessary forms, can be located at: www.nevadajudiciary.us

© 2010 Nevada Foreclosure Mediation Program

AFFP

ASAP 3905217

Affidavit of Publication

STATE OF NEVADA)
COUNTY OF CLARK) SS

I, Heather Elsesser state:

That I am Assistant Operations Manager of the Nevada Legal News, a daily newspaper of general circulation, printed and published in Las Vegas, Clark County, Nevada; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

Feb 09, 2011
Feb 16, 2011
Feb 23, 2011

That said newspaper was regularly issued and circulated on those dates. I declare under penalty of perjury that the foregoing is true and correct.

DATED: Feb 23, 2011

Heather Elsesser

NOTICE OF TRUSTEE'S SALE IMPORTANT NOTICE TO PROPERTY OWNER Trustee Sale No. NV08003798-10-1 Title Order No:100427843-NV-LPI Clerk Reference Number:0162205888 APN: 178-34-814-184 YOU ARE IN DEFAULT UNDER A DEED OF TRUST AND SECURITY AGREEMENT DATED January 27, 2004, UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDINGS AGAINST YOU, YOU SHOULD CONTACT A LAWYER. On March 9, 2011, at 10:00 AM, MTC FINANCIAL INC dba Trustee Corps, as duly appointed Trustee WILL SELL AT PUBLIC AUCTION TO THE HIGHEST BIDDER FOR CASH at the front entrance to Nevada Legal News located at 930 S. 4TH Street, Las Vegas, NV., all right, title and interest conveyed to and now held by it under and pursuant to Deed of Trust Recorded on January 30, 2004, as Instrument No. 00803, in Book 20040130 of the Official Records in the office of the Recorder of Clark County, Nevada, executed by RAYMOND R SANGOTA AND FRANCINE M SANGOTA, HUSBAND AND WIFE, as Trustor, Wells Fargo Bank, N.A., as Beneficiary, all that certain property situated in said County and State, and more commonly described as: AS MORE FULLY DESCRIBED ON SAID DEED OF TRUST The property heretofore described is being sold "as is". The street address and other common designation, if any, of the real property described above is purported to be: 1556 WARD PIONEER LANE, HENDERSON, NV 89015 The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein. Said sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession or encumbrances, to pay the remaining principal balance of the obligations secured by the property to be sold and reasonable estimated costs, expenses and advances as of the first publication date of this Notice of Trustee's Sale, to wit: $190,481.31 estimated. Accrued interest and additional advances, if any, will increase the figure prior to sale. The property offered for sale excludes all funds held on account by the property receiver, if applicable. Beneficiary's bid at sale may include all or part of said amount. In addition to cash, the Trustee will accept, all payable at time of sale in lawful money of the United States: a Cashier's check drawn by a state or national bank, a check drawn by a state or federal credit union, or a check drawn by a state or federal savings and loan association, savings association, or savings bank specified in the applicable sections of the Nevada Administrative Code and authorized to do business in the State of Nevada, or other such funds acceptable to the Trustee. The beneficiary under the Deed of Trust heretofore executed and delivered to the undersigned, a written Declaration of Default and Demand for Sale. The undersigned caused said Notice of Breach and Default and of Election to Cause Sale of Real Property Under Deed of Trust to be recorded in the County where the real property is located and more than three months have elapsed since such recordation. If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee and the successful bidder shall have no further recourse. SALE INFORMATION CAN BE OBTAINED ON LINE AT www.lpsasap.com AUTOMATED SALES INFORMATION PLEASE CALL 714-730-2727 Dated: February 4, 2011 MTC FINANCIAL INC dba Trustee Corps TS No. NV08003798-10-1 17100 Gillette Ave Irvine, CA 92614 949-252-8300 Cindee Castellon , Authorized Signature ASAP# 3905217 02/09/2011, 02/16/2011, 02/23/2011

04105236 00258575

AGENCY SALES & POSTING-2011
3210 EL CAMINO REAL #200
IRVINE, CA 92602

TC000057

LPS-Agency Sales & Posting
Order # ASAP3905217
TS # NV09003798101

AFFIDAVIT OF POSTING

State of Nevada)
County of Clark)

I, Ryan Kronbetter, state:

That at all times herein I have been a citizen of the United States, over 18 years of age, and am not a party to, or interested in, the proceeding in which this affidavit is made.

On 2/7/2011 at approximately 8:57 AM; I personally posted a copy of the Notice of Sale, as well as a copy of the Notice to Tenants of the Property, on the property in the manner prescribed under the Nevada Revised Statutes, in a conspicuous place at the trust property, which is located at:

1559 Ward Frontier Lane
Henderson NV 89015

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

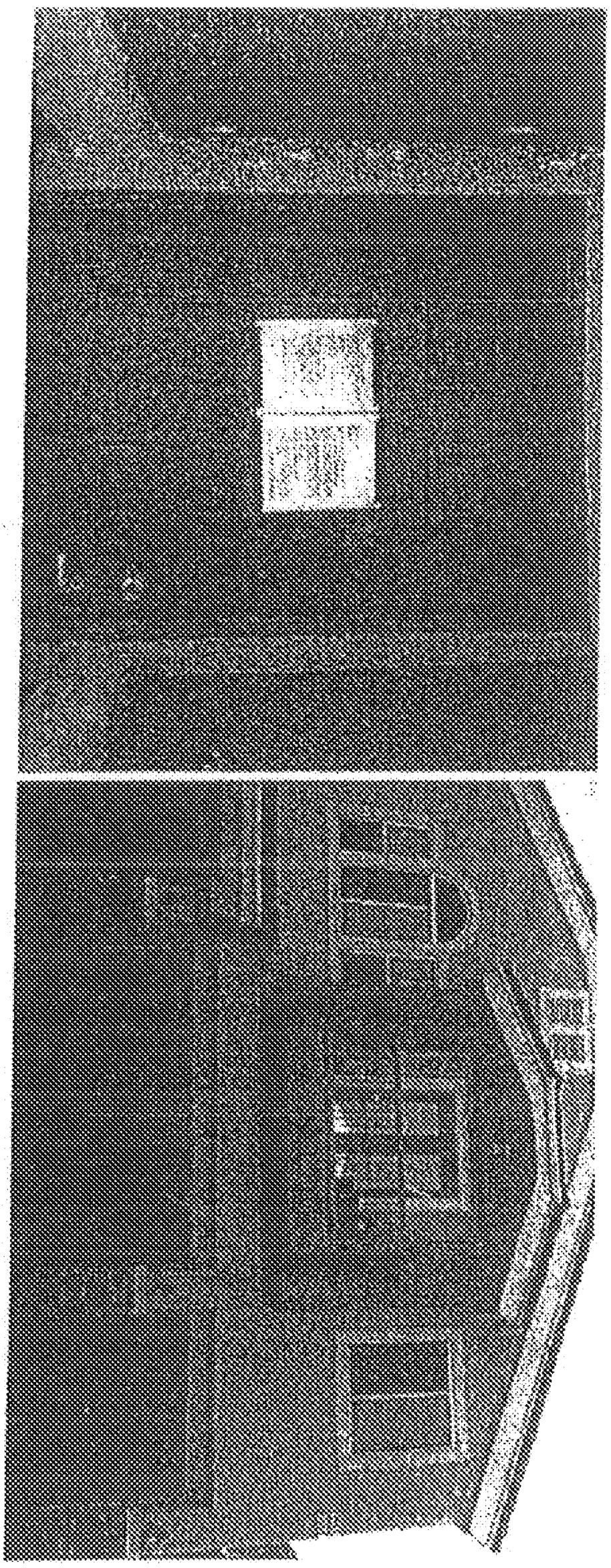
Dated 2/7/2011

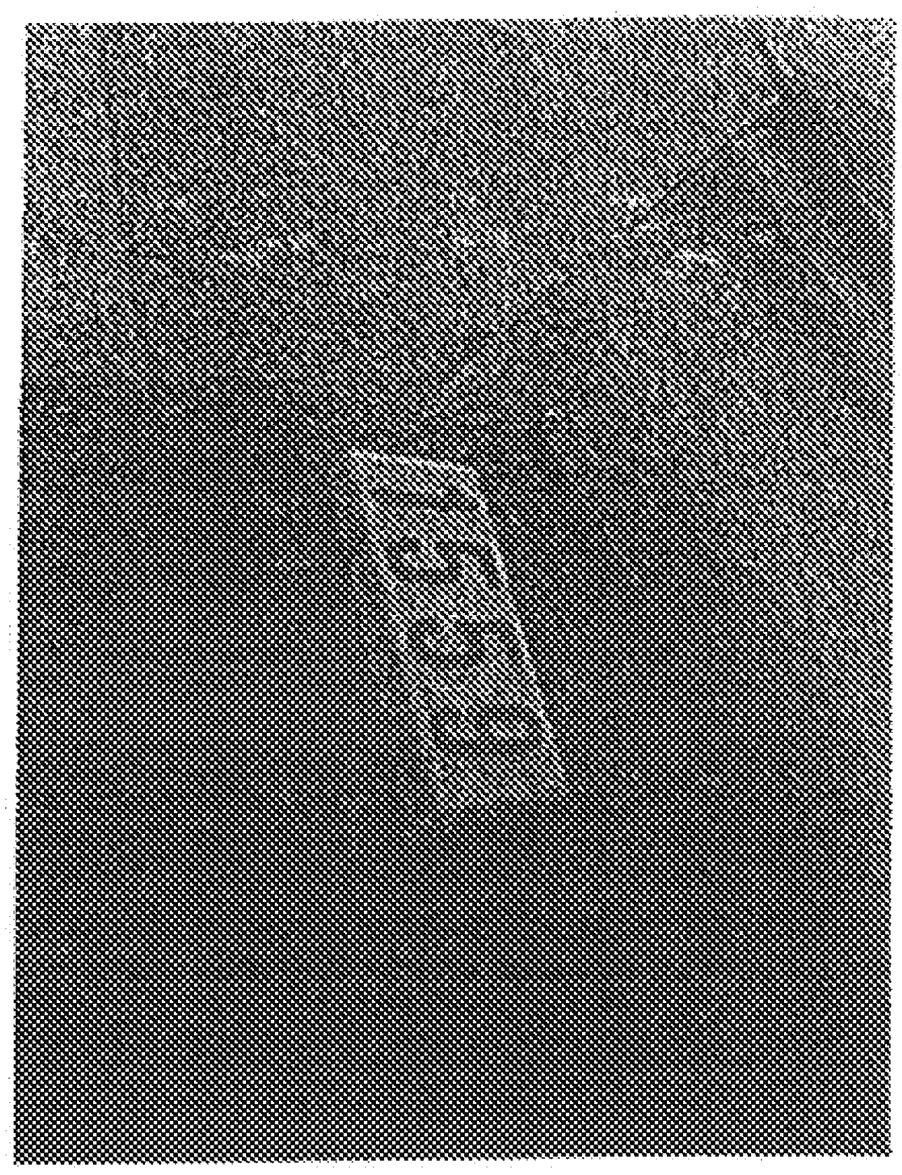
Vegas Legal Support Services, Inc.

Ryan Kronbetter
930 S. 4th Street, Suite 200
Las Vegas, NV 89101
(702) 382-2747
Nevada Licenses 988 & 988A

NLN ID# 272761 58
COUNTY OF SERVICE: CLARK
SERVER: Ryan Kronbetter

TC000058





Photos taken by: Ryan Kronbetter County: CLARK 34
Photo Date: 2/7/2011 Time: 8:57 AM NEI ID# 272761 Page 1 of 1
Primary Borrower: Raymond R. Sansota and Francine M. Sansota
Property Address: 1559 Ward Frontier Lane, Henderson NV 89015

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

LPS-Agency Sales & Posting Order # ASAP3905217 TS#NV09003798101

TC000059

AFFIDAVIT OF SERVICE

State of Nevada)
County of Clark)

I, Annette Miller, state:

That at all times herein I have been a citizen of the United States, over 18 years of age, and am not a party to, or interested in, the proceeding in which this affidavit is made.

I served Raymond R. Sansota with a copy of the Danger Notice, with a copy of the Promissory Note attached to it, on 7/30/2010 at approximately 3:21 PM, by:

Personally posting a copy of the Danger Notice and Promissory Note on the property in the manner prescribed under the Nevada Revised Statutes, in a conspicuous place at the property, which is located at:

1559 Word Frontier Lane
Henderson NV 89015

In addition, I personally posted a copy of the Notice of Default on the property in the manner prescribed under the Nevada Revised Statutes, in a conspicuous place at the trust property.

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

Dated 7/30/2010

Vegas Legal Support Services, Inc.

Annette Miller
930 S. 4th Street, Suite 200
Las Vegas, NV 89101
(702) 382-2747
Nevada Licenses 988 & 988A

NLN ID# 170777 66
COUNTY OF SERVICE: CLARK
SERVER: Annette Miller
MULTI BORROWER

LPS-Agency Sales & Posting | Order # ASAP3674163 | TS# NV09003798101

AFFIDAVIT OF SERVICE

State of Nevada)
County of Clark)

I, Annette Miller, state:

That at all times herein I have been a citizen of the United States, over 18 years of age, and am not a party to/or interested in the proceeding in which this affidavit is made.

I served Francisco M. Santoro with a copy of the Default Notice, with a copy of the Promissory Note attached to it, on 7/30/2010 at approximately 3:21 PM, by:

Personally posting a copy of the Default Notice and Promissory Note on the property in the manner prescribed under the Nevada Revised Statutes, in a conspicuous place on the property, which is located at:

1529 Ward Frontier Lane
Henderson NV 89015

In addition, I personally posted a copy of the Notice of Default on the property in the manner prescribed under the Nevada Revised Statutes, in a conspicuous place on the said property.

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

Dated 7/30/2010

Vegas Legal Support Services, Inc.

Annette Miller
930 S. 4th Street, Suite 200
Las Vegas, NV 89101
(702) 382-2747
Nevada Licenses 988 & 989

NLN ID# 170779 68
COUNTY OF SERVICE: CLARK
SERVER: Annette Miller

TC000061

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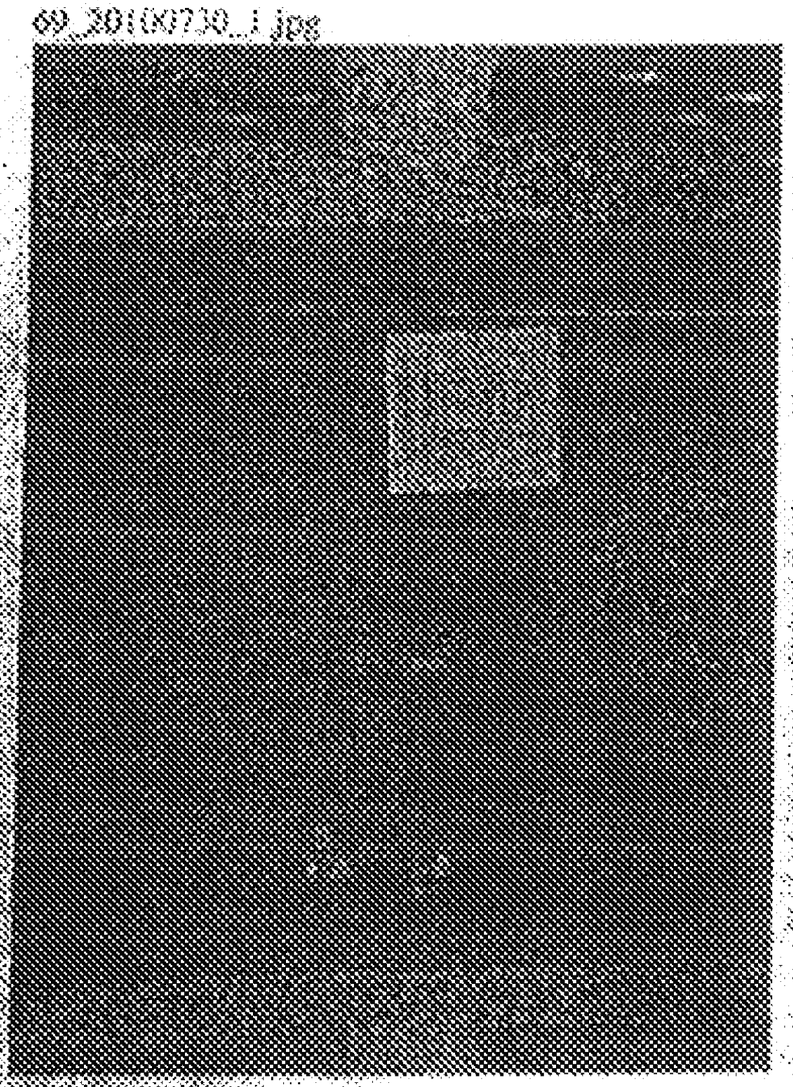

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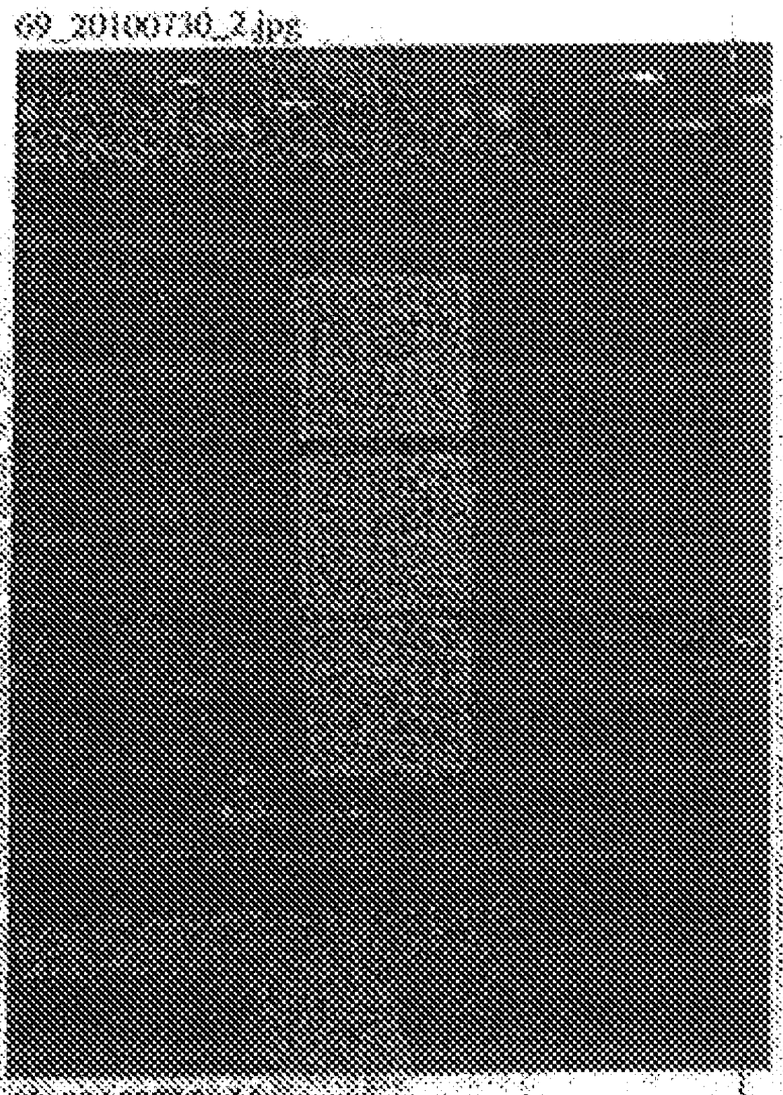

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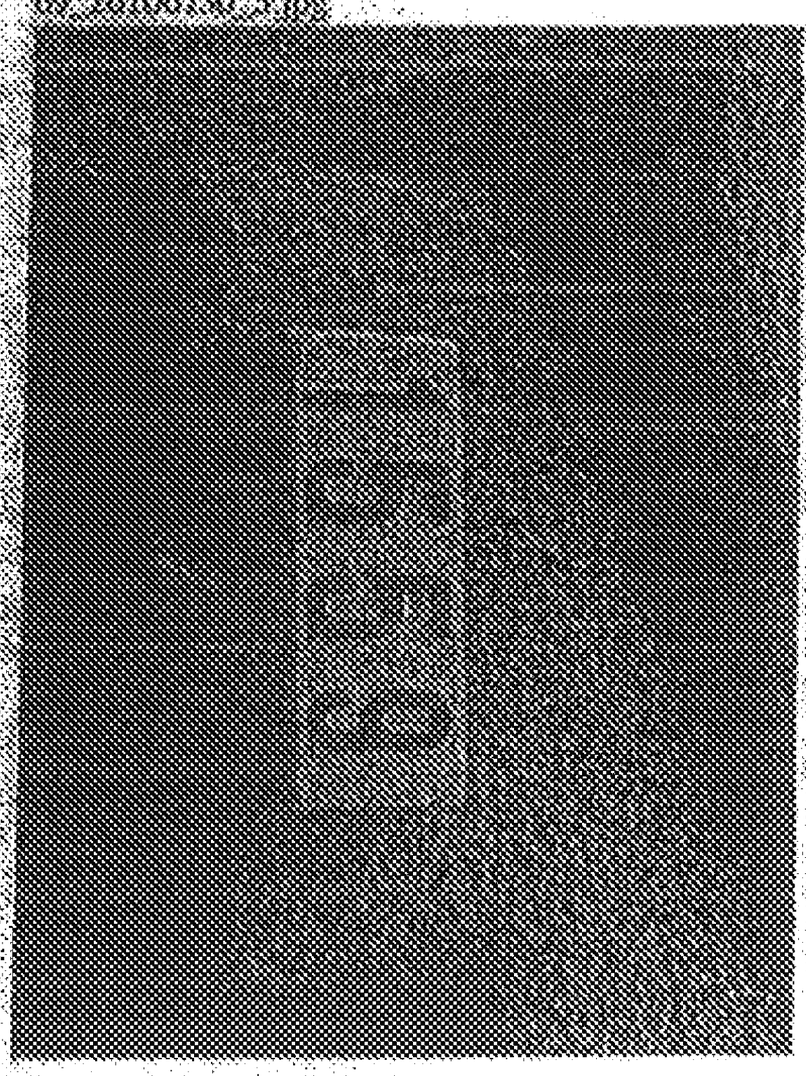

69_20100730_4.jpg



Photos taken by: Annette Miller County: CLARK 66
Photo Date: 7/30/2010 Time: 3:21 PM NLV Job: 170777 Page 1 of 1
Primary Borrower: Raymond R. Sanson
Property Address: 1539 Wind Frontier Lane, Henderson NV 89015

Vegas Legal Support Services, Inc.
930 S. 4th Street, Suite 300
Las Vegas, NV 89101
(702) 382-2747 Lic. #88 & 988A

LPS Agency Sales & Posting Order # ASAP3674165 TS#NV09003795101

TC000062

2553672

NOTE

January 27, 2004 (Date) | Henderson (City) | NV (State)

1559 Ward Frontier Lane, Henderson, NV 89015

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. $ 128,800.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is CH Mortgage Company I, Ltd., Limited Partnership

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 6.000 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1st day of each month beginning on March 1, 2004 . I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on February 1, 2034 , I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at P. O. Box 204150, Austin, TX 78720-4150 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. $ 772.83

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

0002686B0.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this 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 me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of Fifteen calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

0002688680

Initials:

TC000084

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

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.

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

Raymond K Sanseta (Seal) -Borrower

Francine M Sanseta (Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

WITHOUT RECOURSE
PAY TO THE ORDER OF
Wells Fargo Home Mortgage, Inc.
By Angela R. Dodson
Angela R. Dodson
Vice President-Loan Documentation

PAY TO THE ORDER OF
Wells Fargo Home Mortgage, Inc.
WITHOUT RECOURSE (Original Only)
CH MORTGAGE COMPANY I, LTD., a
LIMITED PARTNERSHIP
By: CH MORTGAGE COMPANY GP, INC.
ITS GENERAL PARTNER
Catherine J. Yorvit ASSISTANT SECRETARY

TC000065

DECLARATION OF NON-MILITARY SERVICE

Loan No: 0192320398
T.S. No: NV09003798-10-1
Owner(s): RAYMOND R SANSOTA AND FRANCINE M SANSOTA, HUSBAND AND WIFE

The undersigned, declares as follows:

I am informed and believe and on that ground allege that the matters stated in this declaration are true.

That RAYMOND R SANSOTA AND FRANCINE M SANSOTA, HUSBAND AND WIFE is not now, or within the period of three months prior to the making of this declaration, (a) in the Federal Service on active duty as a member of the Army of the United States, or the United States Navy, or the United States Air Force, or the Women's Army Corps, or as an officer of the Public Health Service; or (b) in training or being educated under the supervision of the United States preliminary to induction into the military service; or (c) under orders to report for induction under the Selective Training Service Act of 1940; or (d) a member of the Enlisted Reserve Corps under orders to report to military service; or (e) an American Citizen, serving with the forces of any nation allied with the United States in the prosecution of the war, within the purview of the Soldiers' and Sailors' Civil Relief Act of 1940, as amended; or (f) serving in the armed forces of the United States pursuant to the Selective Service Act of 1948.

That this declaration is made for the above referenced trustee's sale number for the purpose of inducing MTC FINANCIAL Inc., dba Trustee Corps, as trustee, without leave of court first obtained, to cause said property to be sold under the terms of said deed of trust pursuant to the power of sale contained therein.

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

Executed on August 24, 2010
(Date)

WELLS FARGO BANK, N.A.

By: Jennifer G. Payne
Vice President of Loan Documentation

THIS DECLARATION MUST BE COMPLETED AND RETURNED "PRIOR" TO THE DATE OF SALE.

TC000066

(8-MILIT)

NOTICE
YOU ARE IN DANGER OF LOSING YOUR HOME!

Your home loan is being foreclosed. In *not less than* 60 days your home will be sold and you will be forced to move. For help, call:

Consumer Credit Counseling:	Community Services of Nevada Phone: 702-307-1710 3320 Sunrise Avenue, Suite 108 Las Vegas, Nevada 89101
The Attorney General:	Catherine Cortez Masto Phone: 702-486-3420 Grant Sawyer Bldg. 555 E. Washington Ave Suite 3900 Las Vegas, Nevada 89101
The Division of Financial Institutions:	Nevada Division of Financial Institutions Phone: 702-486-4120 2785 E. Desert Inn Rd. Las Vegas, NV 89121
Legal Services:	Nevada Legal Services,Inc Phone: 702-386-0404 841-A East Second Street Carson City, NV 89701
Your Lender:	Wells Fargo Bank, N.A. 3476 Stateview Blvd. Fort Mill, SC 29715 (803) 396-6000
Fair Housing:	Nevada Fair Housing Center Phone: 702-731-6095 3380 W. Sahara, Suite 150 Las Vegas, NV 89102

TC000067

☒ Trustee Sale ○ Sale of Collateral ○ Trustor Payment

✆ 714 247 2500 | ✉ P.O. Box 16697, Irvine, CA 92623 | www.lpsasap.com | ☎ Sales Status 714 730 2727

ASAP NO. 2905217 | T.S. NO. NV09003791-10-1 | DATE 03/09/11

TRUSTEE Trustee Corps | ATTY Patrick Reed | TRUSTEE'S PHONE # 949-252-9300

TRUSTEE'S ADDRESS 17100 Gillette Ave.

CITY Irvine | STATE CA | ZIP 92614

AGENCY SALES & POSTINGS

FUNDS

	CHECK(S)	DRAWN AT	AMOUNT
1.	0885673386	Wells Fargo Bank, NA	$ 50,000.00
2.	0885672400	"	$ 1,000.00
3.			$
4.			$
5.			$
		CASH RECEIVED	$ 0.00
	SEE PAGE 2 FOR MORE IF MORE THAN 5 CHECKS	TOTAL RECEIVED =	$ 51,000.00

RECEIPT OF FUNDS

AMOUNT OF TOTAL BID	$ 51,000.00
ADD DOCUMENT TAX & FEES	$ 0.00
TOTAL REQUIRED =	$ 51,000.00

FROM ABOVE ENTER TOTAL RECEIVED ___	$ 51,000.00
SUBTRACT TOTAL REQUIRED	$ 51,000.00
TOTAL REFUND =	$ 0.00

REFUND

NAME | PHONE #

ADDRESS

CITY | STATE | ZIP

MAKE CHECK PAYABLE TO N/A

REPRESENTATIVE INFORMATION

REPRESENTATIVE'S NAME Eglee Lopez-Arreola

REP.'S PHONE # 702-968-2907

SSN OR INDIVIDUAL TAXPAYER ID # Redacted

COPY OF DRIVERS LIC./PASSPORT: Y ___ N ___

BUYER'S INFORMATION

BUYER'S NAME The Prem Deferred Trust

BUYER'S PHONE # 702-968-2907

BUYER'S DRIVERS LIC./PASSPORT #

ADDRESS 6350 W Sahara Ave. #160

COPY OF DRIVERS LIC./PASSPORT C0000088

Y ___ N ___

Appendix C – Funds Remittance Cover Sheet

** Completed Cover Sheet should be uploaded to VendorScape and must be sent with remitted funds to Wells Fargo.

Date: 03/14/11

Re: Loan #: 0192320398
Mortgagor Name: SANSOTA, RAYMOND

Funds wired in the amount of $1,000.00 on 3/14/11.

This amount represents the following:

☐ Reinstatement: *Remitted funds will bring the loan current including any outstanding fees and costs associated with the foreclosure proceeding. A copy of the reinstatement quote provided to the customer has also been included.*

☐ Payoff: *Remitted funds represent a full payoff and the lien will be released to the mortgager. A copy of the payoff provided to the customer has also been included.*

**Complete for both reinstatement and payoff funds received:

- ☐ Reinstatement/payoff amount $
- ☐ Total recoverable fees and costs $_____
- ☐ Total non-recoverable fees and costs $_____
- ☐ Final invoice amount $_____

☐ Refund/Overpayment: *The fees and costs associated with the foreclosure were not as much as the estimated amount.*

☐ Judgment: *The court has ordered Wells Fargo Home Mortgage to accept less than the full payoff. A copy of the Judgment provided by the court to the customer has also been included.*

☐ Redemption Funds: *Remitted funds are from the mortgagor. Please provide an exact breakdown of the following included in the redemption funds. This information is required for IRS reporting purposes.*
Please provide:

- ☐ *Principle* $_____
- ☐ *Interest* $_____
- ☐ *Late Charges* $_____
- ☐ *Deferred Interest* $_____
- ☐ *Prepayment Penalty* $_____

☒ Property Sold to Third Party: *Remitted funds are not from the mortgager. The lien will not be released to the mortgager. A copy of the BID has also been included. (If funds are less than the amount bid at the sale, provide a detailed explanation of shortage)*

Airborne tracking # _____

Remitted by: Maria Diaz Telephone #949-252-8300 ext 416

Please see the Funds Address Matrix, Appendix D, for correct mailing addresses or wiring instructions.

TC000069

OUTGOING WIRE TR: 2004
DOMESTIC or INTERNATIONAL - US FUNDS ONLY

Branch Number: 2004 Date: 03/14/11

Sender ABA: Redacted	Name: PACIFIC WESTERN BANK
Receiver ABA: Redacted	Rec Bank Name: Wells Fargo Bank NA
Amount: $ 51,000.00	Template ID:

Receiving Bank: Wells Fargo Bank NA
Adr: 1 HOME CAMPUS
Adr: DESMOINES, IA 50328

Originator: Acct# Redacted
Name: TRUSTEE CORPS
Adr: 17100 GILLETTE AVE
Adr: IRVINE, CA 92614

Beneficiary: Acct# Redacted
Name: WELLS FARGO BANK, N. A
Adr:
Adr:

Beneficiary's Bank: COMPLETE THIS SECTION ONLY IF THE BENEFICIARY BANK DIFFERS FROM THE RECEIVING BANK.
SWIFT Code / Acct # / ABA: Redacted
IBAN / Sort Code:
Name: WELLS FARGO BANK, N.A
Adr: 1 HOME CAMPUS
Adr: DES MOINES, IA 50328
Adr:

Orig to Benef Info: APPLY FUNDS TO LOAN #0192320398
Borrower: SANSOTA, RAYMOND R./ 3RD PARTY

FI to FI Info:

BRANCH USE ONLY:
Fee: $ 0.00
If analyzed or waived, fee should be $0.
○ Collected ◉ Analyzed ○ Waived

WIRE RECAP:
Debit Account # Redacted
Wire Amount $ 51,000.00
Fee: $ Redacted
Total Amount: $ 51,000.00

Pacific Western Bank is not responsible for delays, errors, claims or damages occasioned by the fault or negligence of correspondents through whose hands it may pass, once PWB has delivered the transfer to its correspondent. If any transfer is to any point outside the United States and a refund is necessary for any reason, the refund is to be made at First National Bank's current buying rate for exchange at the time of such refund. I/We hereby request Pacific Western Bank to effect this transfer at my/our risk to such person as the receiving bank believes to be the within named payee.

AUTHORIZATION: ◉ Customer Authorization on File ○ Bank Use

Customer: TRUSTEE CORPS
Phone #: 949-262-8330 XT. 150/160
SSN/EIN #:
Signature:
Name/Title: OWNER/ TERRY JOHNSEN
Signature:
Name/Title:

BRANCH USE - CUSTOMER CALLBACK & OFFICER APPROVAL

Name & Telephone # of Customer Contact	Time Contacted	Response ☐ OK to process ☐ Discrepancy noted	Callback Performed By
Prepared By ☐ Bank Employee - Initials: ☐ Customer - Initials:	Print Name of Approving Officer	Signature of Approving Officer	

WIRE DEPT USE

Input By	Verified By	Approved By	Ref #	Control #

REVISION FC0000070 NML

PRINTED ON LINEMARK PAPER - HOLD TO LIGHT TO VIEW - FOR ADDITIONAL SECURITY FEATURES SEE BACK

0008856 / Office AU 8 — 11-24 / 1210(8)

CASHIER'S CHECK 0885617400

Operator I.D.: reno2355 reno2355

March 08, 2011

PAY TO THE ORDER OF ***RUTT PREMSRIRUT***

One thousand dollars and no cents **$1,000.00**

WELLS FARGO BANK, N.A.
530 LAS VEGAS BLVD S
LAS VEGAS, NV 89101
FOR INQUIRIES CALL (480) 394-3122

VOID IF OVER US $ 1,000.00

CONTROLLER

⑈0885617400⑈ ⑆121000248⑆4861 505451⑈

TC000071

PRINTED ON LINEMARK PAPER - HOLD TO LIGHT TO VIEW - FOR ADDITIONAL SECURITY FEATURES SEE BACK

0008856 / Office AU 8 — 11-24 / 1210(8)

CASHIER'S CHECK 0885617386

Operator I.D.: reno2355 reno2355

March 08, 2011

PAY TO THE ORDER OF ***RUTT PREMSRIRUT***

Fifty thousand dollars and no cents **$50,000.00**

WELLS FARGO BANK, N.A.
530 LAS VEGAS BLVD S
LAS VEGAS, NV 89101
FOR INQUIRIES CALL (480) 394-3122

VOID IF OVER US $ 50,000.00

AUTHORIZED SIGNATURE

⑈0885617386⑈ ⑆121000248⑆4861 505451⑈

AA002861

Invoice Date
03/09/2011

Invoice Number
119416

Trustee Corps
17100 Gillette Ave
Irvine, CA 92614

Wells Fargo Bank, N.A.
3476 Stateview Blvd.
Fort Mill, SC 29715

TS #: NV09003798-10-1
Loan #: 0192320398
Investor #: 385243529
Homeowner: SANSOTA, FRANCINE M., SANSOTA, RAYMOND R.
Address: 1559 WARD FRONTIER LANE, HENDERSON, NV 89015
Open Date: 07/14/2010
Closed Date: 03/09/2011
Closed Reason: Sold to Third Party-Invoice

BILLING SUMMARY:

COSTS	
DATE	COST DESCRIPTION	AMOUNT
07/16/2010	Trustees Sale Guarantee	$225.00
07/16/2010	Recording Notice of Default	$216.00
07/28/2010	Posting NOD	$85.00
07/28/2010	Invoice Processing Fee	$5.00
08/20/2010	Recording Substitution of Trustee	$14.00
08/20/2010	Recording Assignment	$15.00
02/04/2011	Recording Assignment	$15.00
02/04/2011	Certified Mailing Cost - One Month	$118.66
02/04/2011	Recording Notice of Sale	$15.00
02/04/2011	Publication	$466.75
02/04/2011	Recording - Certificate of Mediation	$14.00

FEES	
DATE	FEE DESCRIPTION	AMOUNT
07/28/2010	Trustees Fee 1	$425.00
02/04/2011	Trustees Fee 2	$125.00
03/09/2011	Trustees Fee 3	$150.00

TOTALS	
DESCRIPTION	AMOUNT
Total Costs Since Last Billing	$1189.41
Total Fees Since Last Billing	$700.00
Total Amount Due	$1889.41

Thank you for the opportunity to be of service.

Case NV09003798-10-1 - Notes

File: NV09003798-10, Client: Wells Fargo Bank, N.A., Loan: 0192320388, Property: 1559 WARO FRONTIER LANE, HENDERSON, NV 89015, Clark
Module: Default Servicing, File Type: Default Servicing
Case: NV09003798-10-1, Ref Num: 1004278-43-NV-LPI, Type: Foreclosure, Seq: NV - TC, User: Lemus, Amy
Case Vendors: Agency Sales and Posting, LSI Title Company, as Agent, Sale Date: 03/08/2011
Summary View Add Note Category: All

Redacted

Redacted

File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10			General	Quezada, Carlos	03/14/2011 11:01:35	N/A
Note						Action
DEED GENERATED AND SENT OUT						Edit Delete
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	General	Diaz, Maria	03/14/2011 09:46:15	Yes
Note						Action
FUNDS WIRED TO WELLS FARGO AMOUNT: 51,900.00						Edit Delete
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Client	PMICS, Support	03/09/2011 14:24:47	No
Note						Action
ASAP Update Received Transaction Date: 03/09/2011 Transaction Type: SaleScheduling - ResultOfSale Order Number: NV09003798101 Reference Number: 3905217 Sale Date: 03/09/2011 Sale Result: SOLDTOTHIRDPARTY Sale Amt: $51000.00 Purchaser Name: THE PREM DEFERRED TRUST Purchaser Vesting: THE PREM DEFERRED TRUST Purchaser Address: 8350 W. SAHARA AVE. #150 Purchaser City: LAS VEGAS Purchaser State: NV Purchaser Zip: 89117 Purchaser Phone: 7023882907 Purchaser Rep: FEGIEL LOPEZ-ARREOLA						Edit Delete
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	General	Velasquez, Rosa	03/09/2011 12:34:45	Yes
Note						Action
880 RELEASED / 90% NPV 10:00 AM 3905217 NV09003798101 NV Clark (NV) Clear $50,634.20 SPECIFIED						Edit Delete
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Step Check List Item: 880. Presale	Anderson, Russels	03/08/2011 16:15:23	N/A

			Audit, List: Pre Sale Audit - NV, Item: Confirm Correct Bid			
Note						Action
NO MI- 90% NPV- $50,614.20						
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Step Check List Item: 880. Presale Audit, List: Pre Sale Audit - NV, Item: Sub Recorded	Anderson, Bukeka	03/08/2011 15:49:51	N/A
Note						Action
10/7/10						
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Step Check List Item: 880. Presale Audit, List: Pre Sale Audit - NV, Item: Notice of Sale Recorded Date	Anderson, Bukeka	03/08/2011 15:49:51	N/A
Note						Action
2/8/11						
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Step Check List Item: 880. Presale Audit, List: Pre Sale Audit - NV, Item: Note of Sale Posted	Anderson, Bukeka	03/08/2011 15:49:51	N/A
Note						Action
2/7/11						
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Step Check List Item: 880. Presale Audit, List: Pre Sale Audit - NV, Item: IRS Liens (Yes/No)	Anderson, Bukeka	03/08/2011 15:49:51	N/A
Note						Action
NO						
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Step Check List Item: 880. Presale Audit, List: Pre Sale Audit - NV, Item: Certificate Recorded	Anderson, Bukeka	03/08/2011 15:49:51	N/A
Note						Action
2/8/11						
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Step Check List Item: 880. Presale Audit, List: Pre Sale Audit - NV, Item: Confirm First Assignment Recorded	Anderson, Bukeka	03/08/2011 15:49:51	N/A
Note						Action
10/7/10						
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Step Check List Item: 880. Presale Audit, List: Pre Sale Audit - NV, Item: NOS Mailings Sent	Anderson, Bukeka	03/08/2011 15:49:51	N/A
Note						Action
2/8/11						
File	Case	Sequence	Category	Created by	Date	Private

NV09003798-10	NV09003798-10-1	NV - FC	Pop Up Alert	Papadopoulos, Nichole	02/28/2011 09:03:56	No

Note	Action
From: Rebecca Denise Fauble [mailto:rebecca_fauble@freddiemac.com] On Behalf Of External FCP Sent: Monday, February 28, 2011 4:51 AM To: Brandon.W.Snyder@wellsfargo.com Cc: Post Ponement Request Subject: Re: FM# 3852435529 Sale Date: 03/07/2011 Postponement request denied. FC timelines are severely aged and have been exhausted with no successful loss mit. Proceed to sale. Thank you Freddie Mac Servicer Postponement Requirements: Please make sure that all postponement requests are sent to External_FCP at least 5 Business days prior to foreclosure sale date. In the subject line please include the following: 1) The 9 digit Freddie Mac loan number ex. FM #123456789 2) The foreclosure sale date in the following format (mm/dd/yyyy) 3) If the sale date is within 5 days from the request please include the word URGENT in the subject line. Please ensure the following template is filled out when submitting a request: Freddie Mac Loan #: Servicer Loan #: Borrower's Last Name: DOLP!: Foreclosure Sale Date: (mm/dd/yyyy) Attorney Name: Attorney Phone#: Complete Workout Package received (Y/N): Shortsale closing date (if app.): Reason for Postponement Request: For Emergency Requests (those within 24 hours of sale) the following team members may be contacted by phone in addition to a written request to External_FCP@freddiemac.com: Rebecca Fauble 703-762-4048 Benjamin Gottheim 703-762-4114 Ingrid Robinson 703-388-7507 If the sale is occuring in the state of "Florida" please include the word "Florida" in the subject line. Please note some jurisdictions require up to 14 days prior notification. Loans that are being reviewed or qualify under HAMP are to be directed to the Attorney Firms to establish the appropriate amount of time to postpone the foreclosure sales. Do not send HAMP/MHA requests to Freddie Mac, for we encourage the Servicers to work directly with the Attorney/Trustee Firms. Please provide the explanation of HAMP Review (only a 60 day period will be granted), or HAMP Trial Period, reporting the 1st date of the payment applied and when the last expected payment is to be made under the plan. <Brandon.W.Snyder@wellsfargo.com> 02/25/2011 09:30 AM To <External_FCP@freddiemac.com> cc <postponementrequest@trusteecorps.com> Subject FM# 3852435529 Sale Date: 03/07/2011	Edit Delete

Requesting investor approval to postpone this foreclosure sale date to allow for short sale reviews. Thank You.
Freddie Mac Loan #: 385243529
Servicer Loan #: 0192328398
Borrower's Last Name: SANSOTA
DDLPt: 11/2009
Foreclosure Sale Date: 03/07/2011
Attorney Name: Malcolm Cisneros
Attorney Phone#: 949-252-8400
Complete Workout Package received (Y/N): Y
Shortsale closing date (if app.):
Reason for Postponement Request: SS REVIEWS

Brandon Snyder
Loan Servicing Specialist
Loss Mitigation
Wells Fargo Home Mortgage | 3476 Stateview Blvd | Fort Mill, SC 29715
MAC X7801-01K
Tel: 803-835-9121 | Fax: 866-512-6547
Brandon.W.Snyder@wellsfargo.com

This transmission may contain information which is confidential, proprietary and privileged. If you are not the individual or entity to which it is addressed, note that any review, disclosure, copying, retransmission or other use is strictly prohibited. If you received this transmission in error, please notify the sender immediately and delete the material from your system. Please note that this email does not constitute an approval nor do any statements within it guarantee an approval of a short sale of the referenced property. It is our mission to provide excellent customer service. Please contact my manager directly if I have not met your servicing expectations at Gloria.Johnson@wellsfargo.com.

File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Client	KMICS, Support	02/24/2011 10:57:01	No
Note						Action
ASAP Update Received Transaction Date: 02/24/2011 Transaction Type: Publication Order Number: NV09003798101 Reference Number: 3905217						Edit Delete

File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Client	KMICS, Support	02/16/2011 05:19:12	No
Note						Action
ASAP Update Received Transaction Date: 02/16/2011 Transaction Type: Publication Order Number: NV09003798101 Reference Number: 3905217 Pub Order: 3905217 Fee: $346.75 Setup Fee: $45.00 Newspaper: Nevada Legal News (NV) Pub Date: 02/09/2011 Pub Date: 02/16/2011 Pub Date: 02/23/2011						Edit Delete

File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Client	KMICS, Support	02/11/2011 13:21:51	No
Note						Action
ASAP Update Received Transaction Date: 02/11/2011 Transaction Type: NOSPosting Order Number: NV09003798101 Reference Number: 3905217 Pub Order: 3905217 Fee: $0.00 Posting Date: 02/07/2011						Edit Delete

File	Case	Sequence	Category	Created by	Date	Private

NV09003798-10	NV09003798-10-1	NV - TC	Client	KMICS, Support	02/11/2011 13:21:51	No
Note						Action
ASAP Update Received Transaction Date: 02/11/2011 Transaction Type: NOSPosting Order Number: NV09003798101 Reference Number: 3905217 Pub Order: 3905217 Fee: $120.00 Posting Date: 02/07/2011						Edit Delete
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Step 820: NOS RECORDED	KMICS, Support	02/08/2011 16:19:58	N/A
Note						Action
Completed via FNDS TSG integration						
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Client	KMICS, Support	02/08/2011 08:52:38	No
Note						Action
ASAP Update Received Transaction Date: 02/08/2011 Transaction Type: Publication Order Number: NV09003798101 Reference Number: 3905217						Edit Delete
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Client	KMICS, Support	02/04/2011 13:39:35	No
Note						Action
ASAP Update Received Transaction Date: 02/04/2011 Transaction Type: SaleScheduling - Confirmation Order Number: NV09003798101 Reference Number: 3905217 Sale Location: At the front entrance to Nevada Legal News located at 930 S. 4TH Street, Las Vegas, NV 89101 Pub Date: 02/09/2011 Pub Date: 02/16/2011 Pub Date: 02/23/2011						Edit Delete
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Client	KMICS, Support	02/04/2011 13:39:35	No
Note						Action
ASAP Update Received Transaction Date: 02/04/2011 Transaction Type: Publication Order Number: NV09003798101 Reference Number: 3905217 Pub Order: 3905217 Fee: $0.00 Setup Fee: $0.00 Newspaper: Nevada Legal News (NV) Pub Date: 02/09/2011 Pub Date: 02/16/2011 Pub Date: 02/23/2011						Edit Delete
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Client	KMICS, Support	02/04/2011 13:39:35	No
Note						Action
ASAP Update Received Transaction Date: 02/04/2011 Transaction Type: NOSPosting Order Number: NV09003798101 Reference Number: 3905217 Pub Order: 3905217 Fee: $0.00 Posting Date: 02/09/2011 Pub Date: 02/09/2011 Pub Date: 02/16/2011 Pub Date: 02/23/2011						Edit Delete

File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Client	Romero, Esteban	02/04/2011 13:11:35	Yes
Note						Action
Step Prepare and Proof Sale Notice (End) triggered charge Publication (Cost) for $1500.00.						Edit Delete
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Step Check List Item: 680. Prepare and Proof Sale Notice, List: Assignment, Item: Confirm First Assignment Rcvd	System	01/27/2011 11:10:25	N/A
Note						Action
N/A						
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Step 150: Military Check	Padilla, Bobby	01/24/2011 08:16:55	N/A
Note						Action
Completed via batch text file upload by Padilla, Bobby						
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	General	Gonzalez, Jorge	01/23/2011 16:12:55	Yes
Note						Action
NV Cert placed in Cert folder						Edit Delete
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Step 600: CONFIRM IF MEDIATION REQUIRED	Gonzalez, Jorge	11/09/2010 09:54:49	N/A
Note						Action
PREPARED MEDIATION TRUSTEE AFFIDAVIT.						
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Step Check List Item: 600. CONFIRM IF MEDIATION REQUIRED, List: Mediation, Item: Borrower Returned Election to Mediate Form	Gonzalez, Jorge	11/09/2010 09:54:49	N/A
Note						Action
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Mediation	Gonzalez, Jorge	11/09/2010 09:51:33	Yes
Note						Action
PREPARED MEDIATION TRUSTEE AFFIDAVIT.						Edit Delete
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Step 590: Receive Sub	Muro, Sandy	10/05/2010 12:53:16	N/A
Note						Action
SOT RECEIVED SENT TO RECORD.						
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Step Check List Item: 580. Receive Assignment, List: Docs, Item: Military All Received	Salazar, Benita	08/25/2010 16:19:39	N/A
Note						Action
NON-MIL RECEIVED SENT TO FILING						
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	General	Cortopassi, Kimberly	08/20/2010 09:34:57	Yes

STATE OF CALIFORNIA)
) SS.
COUNTY OF Orange)

I, the undersigned, declare under penalty of perjury that I have read the foregoing transcript, and I have made any corrections, additions or deletions that I was desirous of making; that the foregoing is a true and correct transcript of my testimony contained therein.

EXECUTED this 11 day of August, 2016, Irvine (City) at CA (State).

TERRY JOHNSEN

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On 8-11-16 before me, Jared Degener, notary public
Date *Here Insert Name and Title of the Officer*

personally appeared Terry Johnsen
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

JARED DEGENER
Notary Public - California
Orange County
Commission # 2147958
My Comm. Expires Apr 26, 2020

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

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Title or Type of Document: Deposition Document Date: _____
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Capacity(ies) Claimed by Signer(s)

Signer's Name:	Signer's Name:
☐ Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer Is Representing:	Signer Is Representing:

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EXHIBIT "F"

TRAN

DISTRICT COURT
CLARK COUNTY, NEVADA
* * * * *

JEFFREY BENKO, Plaintiff, vs. QUALITY LOAN SERVICE CORPORATION, Defendant. AND OTHER PARTIES	CASE NO. A-11-649857-C DEPT NO. XIX **TRANSCRIPT OF PROCEEDINGS**

BEFORE THE HONORABLE BONNIE BULLA, DISCOVERY COMMISSIONER

RE: NOTICE OF PLAINTIFF'S MOTION TO COMPEL AND FOR SANCTIONS AGAINST DEFENDANTS NDSC, QLS, CRC, AND MTC

WEDNESDAY, JANUARY 11, 2017

APPEARANCES:

FOR THE PLAINTIFF: NICHOLAS A. BOYLAN, ESQ.
SHAWN CHRISTOPHER, ESQ.

FOR QLS: THOMAS N. BECKOM, ESQ.

(SEE ADDITIONAL APPEARANCES ON THE NEXT PAGE)

RECORDED BY: FRANCESCA HAAK, COURT RECORDER
TRANSCRIBED BY: JD REPORTING, INC.

ADDITIONAL APPEARANCES

FOR NDSC:	GREGORY L. WILDE, ESQ. KEVIN S. SODERSTROM, ESQ.
FOR CRC:	LAWRENCE SCARBOROUGH, ESQ. JESSICA R. MAZIARZ, ESQ. PRESTON MATTHEWS, ESQ.
FOR MTC:	ALLEN CERAN, ESQ. MICHAEL R. BROOKS, ESQ.

answered my question.

MR. CERAN: There are more grounds, Your Honor.

THE DISCOVERY COMMISSIONER: Well, I'm sure Judge Kephart will enjoy listening to all of that, but from my perspective the first ground, the primary ground is what's important, which is determining whether or not you're debt collectors. If you're not, then you don't have to be licensed, case over, as I understand it.

MR. CERAN: Right.

THE DISCOVERY COMMISSIONER: So --

MR. CERAN: So let me ask this.

THE DISCOVERY COMMISSIONER: -- so what you do in Nevada --

MR. CERAN: Right.

THE DISCOVERY COMMISSIONER: -- becomes relevant even if it may not be in relation to one of these particular plaintiffs because what you do becomes relevant because I suspect that there may be some plaintiffs if you expanded your services for other lenders that may ultimately be identified.

MR. CERAN: So I hear the Court. I'm not arguing with the Court. I just wanted to get some clarification on what the Court means by redaction because my sense of -- I mean, what we're talking about is Request No. 8, which talks about price list. It doesn't talk about everything else that Mr. Boylan has, you know, regaled us, you know, with, right? I

MR. CERAN: Right.

THE DISCOVERY COMMISSIONER: Okay.

MR. BOYLAN: The caveat that we have on that -- and I don't think we can do much about it today, Your Honor, based on his representations, but the problem that we have is the sworn testimony that at least according to our perception that we're getting from the witnesses are different from what Mr. Ceran is telling us, and, for example --

THE DISCOVERY COMMISSIONER: Why don't you finish all of the depositions, and then we can talk further about it because you do have some depositions you have to take. So let's see where we're at, and if there is a discrepancy, then have your 2.34 before you come back and see me February 10th.

No. 3, the Request to Produce No. 3 is again this internal documentation to show whether or not you had any discussions. Do you need to be licensed? Did you get a legal opinion on that? If you're going to rely on that legal opinion, then it needs to be produced.

MR. CERAN: Nope, Your Honor. We produced everything we have. There were no internal memos. The decision was made at the very top, and it was actually made for a completely different reason having nothing to do with what we're here about, which is the client was considering doing foreclosures for homeowners associations, and they thought they would need a loan collector's license for that.

THE DISCOVERY COMMISSIONER: For that.

MR. CERAN: And then they determined that there would be a conflict of interest with their lender clients. So they just threw their hands up and said we're not going to do that. In the meantime, they got their license, and they kept it. So there's no -- our representation is we produced everything that there is in response to this request. If we find anything else, we'll produce it.

THE DISCOVERY COMMISSIONER: So the first discussion your client had with respect to obtaining a debt collector's license was when?

MR. CERAN: Well, the discussions may have happened as early as 2009, 2010, but as far as any writings, in a small company you don't necessarily create a writing every time you talk to someone about an idea, and that, apparently what the situation was here. So the only record we had are the records of our applications and of the licenses --

THE DISCOVERY COMMISSIONER: And you've turned all those over?

MR. CERAN: -- and we produced those. Pardon?

THE DISCOVERY COMMISSIONER: You've turned those over?

MR. CERAN: Yes, Your Honor.

MR. BOYLAN: According to the sworn testimony there were four or five meetings of the highest levels, the senior

ATTORNEYS: Thank you, Your Honor.

THE DISCOVERY COMMISSIONER: Have safe travels --

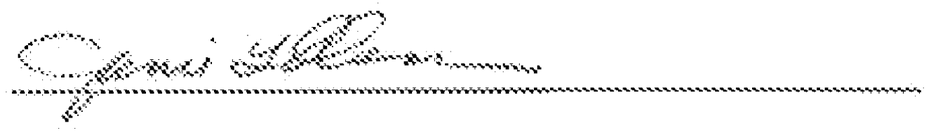
UNIDENTIFIED ATTORNEY: Thank you very much, Your Honor. Thanks for your time.

THE DISCOVERY COMMISSIONER: -- back home. Safe travels.

(Proceedings concluded 3:13 p.m.)

-oOo-

ATTEST: I do hereby certify that I have truly and correctly transcribed the audio/video proceedings in the above-entitled case.



Janie L. Olsen
Transcriber

EXHIBIT "G"

EXHIBIT
S. Hansen

OUTGOING WIRE TRANSFER
DOMESTIC or INTERNATIONAL - US FUNDS ONLY

Branch Number: 2004 Date: 03/14/11

Sender ABA:	Redacted	Name:	PACIFIC WESTERN BANK
Receiver ABA:	Redacted	Rec Bank Name:	Wells Fargo Bank NA
Amount:	$ 51,000.00	Template ID:	

Receiving Bank: Wells Fargo Bank NA
Adr: 1 HOME CAMPUS
Adr: DESMOINES, IA 50328

Originator: Acct# Redacted
Name: TRUSTEE CORPS
Adr: 17100 GILLETTE AVE.
Adr: IRVINE, CA 92614

Beneficiary: Acct# Redacted
Name: WELLS FARGO BANK, N. A
Adr:
Adr:

Beneficiary's Bank: COMPLETE THIS SECTION ONLY IF THE BENEFICIARY BANK DIFFERS FROM THE RECEIVING BANK.
SWIFT Code / Acct # / ABA: Redacted
IBAN / Sort Code:
Name: WELLS FARGO BANK, N.A
Adr: 1 HOME CAMPUS
Adr: DES MOINES, IA 50328
Adr:

Orig to Bene Info: APPLY FUNDS TO LOAN #0182320388
Borrower: SANSOTA, RAYMOND R./ 3RD PARTY

FI to FI Info:

BRANCH USE ONLY:
Fee: $ 0.00
If analyzed or waived, fee should be $0.
○ Collected ◉ Analyzed ○ Waived

WIRE RECAP:

Debit Account #	Redacted
Wire Amount	$ 51,000.00
Fee:	$ -
Total Amount:	$ 51,000.00

Pacific Western Bank is not responsible for delays, errors, claims or damages occasioned by the fault or negligence of correspondents through whose hands it may pass, once PWB has delivered the transfer to its correspondent. If any transfer is to any point outside the United States and a refund is necessary for any reason, the refund is to be made at First National Bank's current buying rate for exchange at the time of such refund. I/We hereby request Pacific Western Bank to effect this transfer at my/our risk to such person as the receiving bank believes to be the within named payee.

AUTHORIZATION: ◉ Customer Authorization on File ○ Bank Use

Customer: TRUSTEE CORPS
Phone #: 949-252-8330 XT. 150/180
SSN/EIN #:
Signature:
Name/Title: OWNER/ TERRY JOHNSEN
Signature:
Name/Title:

BRANCH USE - CUSTOMER CALLBACK & OFFICER APPROVAL

Name & Telephone # of Customer Contact	Time Contacted	Response ☐ OK to process ☐ Discrepancy noted	Callback Performed By
Prepared By ☐ Bank Employee - Initials: ☐ Customer - Initials:	Print Name of Approving Officer	Signature of Approving Officer	

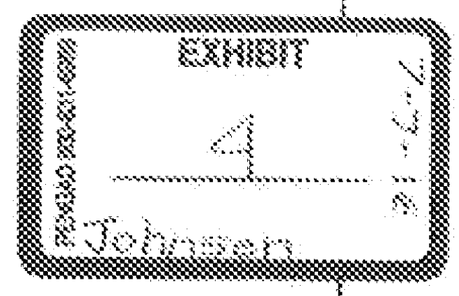
WIRE DEPT USE

Input By	Verified By	Approved By	Ref #	Control #

REVISION DATE 08/08/2008 - MML

EXHIBIT "H"

ELECTRONICALLY SERVED
04/21/2016 05:05:06 PM



Richard J. Reynolds, Esq.
Nevada Bar No. 11864
E-mail: rreynolds@bwslaw.com
BURKE, WILLIAMS & SORENSEN, LLP
1851 East First Street, Suite 1550
Santa Ana, CA 92705-4067
Tel: 949.863.3363 Fax: 949.863.3350

Phillip A. Silvestri (SBN 11276)
E-mail: Phillip.Silvestri@gmlaw.com
Neal D. Gidvani (SBN 11382)
E-mail: Neal.Gidvani@gmlaw.com
GREENSPOON MARDER
3993 Howard Hughes Pkwy., #400
Las Vegas, NV 89169
Tel: 702.978.4249 Fax: 954.333.4256

Attorneys for Defendant,
MTC FINANCIAL INC. dba TRUSTEE CORPS

DISTRICT COURT

CLARK COUNTY, NEVADA

JEFFREY BENKO, a Nevada resident; CAMILO MARTINEZ, a California resident; ANA MARTINEZ, a California resident; FRANK SCINTA, a Nevada resident; JACQUELINE SCINTA, a Nevada resident; SUSAN HJORTH, a Nevada resident; RAYMOND SANSOTA, a Ohio resident; FRANCINE SANSOTA, a Ohio resident; SANDRA KUHN, a Nevada resident; JESUS GOMEZ, a Nevada resident; SILVIA GOMEZ, a Nevada resident; DONNA HERRERA, a Nevada resident; ANTOINETTE GILL, a Nevada resident; JESSE HENNIGAN, a Nevada resident; KIM MOORE, a Nevada resident; THOMAS MOORE, a Nevada resident; SUS KALLEN, a Nevada resident; ROBERT MANDARICH, a Nevada resident; JAMES NICO, a Nevada resident and PATRICIA TAGLIAMONTE, a Nevada resident Plaintiffs, vs. QUALITY LOAN SERVICE CORPORATION, a California Corporation; APPLETON PROPERTIES,	Case No. A-11-649857-C Dept. No.: XXIX **INITIAL DISCLOSURES PURSUANT TO NRCP 16.1 OF DEFENDANT MTC FINANCIAL INC. dba TRUSTEE CORPS**

LLC, a Nevada Limited Liability Company; MTC FINANCIAL, INC. dba TRUSTEE CORPS, a California Corporation; MERIDIAN FORECLOSURE SERVICE, a California and Nevada Corporation dba MTDS, Inc., dba MERIDIAN TRUST DEED SERVICE; NATIONAL DEFAULT SERVICING CORPORATION, a Arizona Corporation; CALIFORNIA RECONVEYANCE COMPANY, a California Corporation; and DOES 1 through 100, inclusive,

Defendants.

INITIAL DISCLOSURES PURSUANT TO NRCP 16.1 OF

DEFENDANT MTC FINANCIAL INC. dba TRUSTEE CORPS

Defendant MTC FINANCIAL INC. dba TRUSTEE CORPS ("Trustee Corps"), by and through its counsel, and pursuant to N.R.C.P. 16.1, hereby makes the following initial disclosures, including the following documents and witness list:

I. **INDIVIDUAL LIKELY TO HAVE INFORMATION DISCOVERABLE UNDER N.R.C.P. RULE 16.1**

Response:

1. Plaintiff Raymond Sansota s c/o Plaintiff's attorney. This witness is expected to have knowledge of the facts regarding the underlying suit as to Trustee Corps.

2. Plaintiff Francine Sansota s c/o Plaintiff's attorney. This witness is expected to have knowledge of the facts regarding the underlying suit as to Trustee Corps

3. Person Most Knowledgeable of CH Mortgage Company I, Ltd. ("CH")12357 Riata Trace Pkwy, Ste. C150, Austin, TX 78727. The witness is expected to have knowledge of the note, and the first trust deed lien pertaining to Plaintiffs Sansota.

4. Person Most Knowledgeable of Wells Fargo Bank NA ("Wells Fargo"), 3476 Stateview Blvd., Fort Mill, SC 29715. The witness is expected to have knowledge of the note, service of the loan note, the first trust deed lien, background concerning default and the issue of foreclosing on the lien pertaining to Plaintiffs Sansota.

BURKE, WILLIAMS & SORENSEN, LLP
ATTORNEYS AT LAW
SANTA ANA

5. Person Most Knowledgeable of National Title Insurance of New York, Inc., 2550 N. Redhill Ave., Santa Ana, CA 92705-5516. The witness is expected to have knowledge of the Limited Trustee's Sale Guarantee pertaining to Plaintiffs Sansota.

6. Person Most Knowledgeable of LSI Title Insurance Agency ("LSI"), 2550 Red Hill Ave., Santa Ana, CA 92705-5516. The witness is expected to have knowledge of the Limited Trustee's Sale Guarantee pertaining to Plaintiffs Sansota.

7. Person Most Knowledgeable of MTC FINANCIAL INC. dba TRUSTEE CORPS ("Trustee Corps") c/o Burke, Williams & Sorensen, LLP ("Burke"), 1851 East First Street, Ste. 1550, Santa Ana, CA 92705. The witness is expected to have knowledge of the first trust deed lien, background concerning default, and the issue of foreclosing on the first trust deed lien pertaining to Plaintiffs Sansota.

8. John Kennerty, Assistant Secretary of Mortgage Electronic Registration Systems, Inc. (address unknown). This witness allegedly executed an assignment of deed of trust pertaining to Plaintiffs Sansota.

9. Juan Carrillo c/o Trustee Corps c/o Burke. The witness executed the Substitution of Trustee for Trustee Corps as attorney in fact for Wells Fargo pertaining to Plaintiffs Sansota.

10. Clarisa Castelum c/o Trustee Corps c/o Burke. The witness executed the Notice of Trustee's Sale pertaining to Plaintiffs Sansota.

11. Norma Gonzalez c/o LSI. The witness of LSI executed the Notice of Default pertaining to Plaintiffs Sansota. LSI was the agent of Trustee Corps pertaining to Plaintiffs Sansota.

12. Gloria Juarez c/o Trustee Corps c/o Burke. The witness executed the Trustee's Deed Upon Sale pertaining to Plaintiffs Sansota.

13. Yancy Flores c/o Trustee Corps, c/o Burke. The witness executed a declaration of mailing of Notice of Trustee's Sale pertaining to Plaintiffs Sansota.

14. Freddy Alvidrez, c/o Trustee Corps c/o Burke. The witness executed a declaration of mailing of Notice of Default pertaining to Plaintiffs Sansota.

///

15. Heather Ebner, c/o Agency Sales & Posting-2011, 3210 El Camino Real #200, Irvine, CA. The witness executed affidavit of publication pertaining to Plaintiffs Sansota.

16. Ryan Kronbetter c/o LPS-Agency Sales & Posting, 930 S. 4th Street, Ste. 200, Las Vegas, NV 89101. The witness executed an affidavit of posting of Notice of Sale and Notice to Tenants of the Property pertaining to Plaintiffs Sansota.

17. Annette Miller c/o LPS-Agency Sales & Posting. The witness executed two affidavits of service pertaining to Plaintiffs Sansota.

18. Natalie Resendez, c/o Trustee Corps c/o Burke. The witness is expected to have knowledge of receipt of funds from sale pertaining to Plaintiffs Sansota.

19. Pegiel Lopez-Arreola. The witness is expected to have knowledge of purchase of real property pertaining to Plaintiffs Sansota.

20. The Prem Deferred Trust, 8350 W. Sahara Ave., #150, Las Vegas, NV. Buyer of real property pertaining to Plaintiffs Sansota.

21. Terry Johnsen c/o Trustee Corps, c/o Burke. The witness is expected to have knowledge of wiring of funds from sale pertaining to Plaintiffs Sansota.

22. Carlos Quezada c/o Trustee Corps, c/o Burke. The witness is expected to have Trustee's Deed Upon Sale pertaining to Plaintiffs Sansota.

23. Maria Diaz c/o Trustee Corps, c/o Burke. The witness is expected to have knowledge of wiring of funs to Wells Fargo pertaining to Plaintiffs Sansota.

24. Rosa Velasquez c/o Trustee Corps, c/o Burke. The witness is expected to have knowledge of the bid of the trust deed beneficiary pertaining to Plaintiffs Sansota.

25. Bukeka Anderson c/o Trustee Corps, c/o Burke. The witness is expected to have knowledge of Audit and Check lists of tasks and events before sale pertaining to Plaintiffs Sansota.

26. Rebecca Denise Fauble c/o Freddiemac. The witness is expected to have knowledge of issue of postponement of sale and alternatives to foreclosure pertaining to Plaintiffs Sansota.

///

27. Brandon Snyder c/o Wells Fargo, 3476 Stateview Blvd., Fort Mill, SC 29715. The witness is expected to have knowledge of postponement of sale and alternatives to foreclosure pertaining to Plaintiffs Sansota.

28. Jennifer Payne c/o Wells Fargo. The witness allegedly executed Declaration of Non-Military Service pertaining to Plaintiffs Sansota.

29. Esteban Romero c/o Trustee Corps, c/o Burke. The witness is expected to have knowledge of notice of sale and publication of same pertaining to Plaintiffs Sansota.

30. Bobby Padilla c/o Trustee Corps, c/o Burke. The witness is expected to have knowledge of military check pertaining to Plaintiffs Sansota.

31. Jorge Gonzalez c/o Trustee Corps, c/o Burke. The witness is expected to have knowledge of NV Certificate and Mediation pertaining to Plaintiffs Sansota.

32. Sandy Muro c/o Trustee Corps, c/o Burke. The witness is expected to have knowledge of Substitution of Trustee pertaining to Plaintiffs Sansota.

33. Bonita Salazar c/o Trustee Corps, c/o Burke. The witness is expected to have knowledge of Non-Military Service Declaration pertaining to Plaintiffs Sansota.

34. Kimberly Cortopassi c/o Trustee Corps, c/o Burke. The witness is expected to have knowledge of Title Summary and assignment of MERS to Wells Fargo pertaining to Plaintiffs Sansota.

35. Allison Yamami c/o Trustee Corps, c/o Burke. The witness is expected to have knowledge of summary of recording of Notice of Default pertaining to Plaintiffs Sansota.

36. Lizeth Del Rio c/o Trustee Corps, c/o Burke. The witness is expected to have knowledge of posting of recorded documents and other documents pertaining to Plaintiffs Sansota.

37. Enrique Tapia c/o Trustee Corps, c/o Burke. The witness is expected to have knowledge of receipt and recording of assignment pertaining to Plaintiffs Sansota.

38. Arian Oregon c/o Trustee Corps, c/o Burke. The witness is expected to have knowledge of assignment of Deed of Trust pertaining to Plaintiffs Sansota.

///

39. Gina Aragon c/o Trustee Corps, c/o Burke. The witness is expected to have knowledge of assignment of Deed of Trust pertaining to Plaintiffs Sansota.

40. All persons identified by Plaintiffs Sansota in this suit. Discovery and investigation are ongoing and continuing.

II. DOCUMENTS WHICH ARE DISCOVERABLE UNDER NRCP 16.1(A)(1)

Copies of all documents provided below are located in the office of Burke, Williams & Sorensen, LLP and Greenspoon Marder, PA.

1. Deed of Trust ("DOT"). The DOT refers and secured a debt of $168,468.00. The real property serving as security was 1559 Ward Frontier Lane, Henderson, Nevada 89015 (the "Property").

2. Assignment of Deed of Trust ("Assignment") assigning all beneficial interest and rights in the DOT together with the Note from Mortgage Electronic Registration Systems, Inc. ("MERS") as nominee for the lender to Wells Fargo Bank, N.A. recorded on July 28, 2010.

3. Substitution of Trustee recorded on October 20, 2010 wherein MTC Financial Inc. dba Trustee Corps was substituted as foreclosure trustee.

4. Notice of Breach and Default and of Election to Cause Sale of Real Property Under Deed of Trust recorded July 28, 2010.

5. Notice of Trustee's Sale recorded on February 8, 2011.

6. Trustee's Deed Upon Sale recorded March 31, 2011.

7. Declaration of Mailing: Sale Mail dated February 9, 2011.

8. Declaration of Mailing: 10 Day dated August 4, 2010.

9. Certificate of the State of Nevada Foreclosure Mediation Program recorded February 8, 2011.

10. Election/Waiver of Mediation Form, State of Nevada, Foreclosure Mediation Program.

11. Housing Affordability Worksheet, State of Nevada, Foreclosure Mediation Program.

12. Financial Statement, State of Nevada, Foreclosure Mediation Program.

13. Trustee Information Form, State of Nevada, Foreclosure Mediation Program.

14. Trustee Information Form, State of Nevada, Foreclosure Mediation Program.

15. Affidavit of Publication dated February 29, 2011.

16. Affidavit of Posting of Notice of Sale and Notice to Tenants of the Property dated February 7, 2011.

17. Declaration of Non-Military Service dated August 24, 2010.

18. Danger Notice.

19. Affidavit of Service of Promissory Note and Danger Notice to Raymond Sansota.

20. Affidavit of Service of Promissory Note and Danger Notice to Francine Sansota.

21. Note.

22. Receipt of Funds re Sale of Collateral dated March 9, 2011.

23. Appendix C- Funds Remittance Cover Sheet.

24. Outgoing Wire Transfer-Domestic or International- US Funds Only dated March 14, 2011.

25. Two Cashier's Checks dated March 8, 2011.

26. Invoice Number 119416 dated March 9, 2011.

27. Comment Log (redacted).

28. Limited Trustee's Sale Guarantee from National Title Insurance.

29. All documents identified or produced by Plaintiffs Sansota.

III. COMPUTATION DAMAGES

Response: Trustee Corps neither presently has a counterclaim, cross-claim, nor third-party complaint in this case, so no damages are sought presently. Trustee Corps reserves the right to costs and attorneys' fees. Discovery and investigation are ongoing and continuing.

IV. INSURANCE AGREEMENTS

Response: Not applicable. Discovery and investigation are ongoing and continuing.

AFFIRMATION
Pursuant to NRS 239B.030
* * * * *

The undersigned does hereby affirm that this document does not contain the Social Security Number of any person.

DATED this 21st day of April, 2016.

Respectfully submitted,
GREENSPOON MARDER
3993 Howard Hughes Pkwy., #400
Las Vegas, NV 89169

By: */s/ Phillip A. Silvestri, Esq.*
Phillip A. Silvestri, Esq.
Neal D. Gidvani, Esq.
Attorneys for Defendant, MTC FINANCIAL INC. dba TRUSTEE CORPS

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of GREENSPOON MARDER, and that on April 21, 2016, that a true copy of the **INITIAL DISCLOSURES PURSUANT TO NRCP 16.1 OF DEFENDANT MTC FINANCIAL INC. dba TRUSTEE CORPS** was electronically served and/or by placing an original or true copy thereof in a sealed envelope, with sufficient postage affixed thereto, in the United States mail at Las Vegas, addressed to:

- Brooks Hubley LLP - Michael R. Brooks, Esq., Shaun M. Rose, Shantel Llanos, and Efile @ Brooks Hubley, LLP
- Bryan Cave, LLP – Jessica R. Maziarz, Julie Martin, Kathryn Brown, Lawrence G. Scarborough, Lisa Kirkeby, Mary Ann Vila, and Sarah Burwick
- Christopher Legal Group - Shawn Christopher, Esq.
- Law Office of Nicholas A. Boylan, APC – Nicholas A. Boylan, Esq., Marina Vaisman
- McCarthy & Holthus - Kristin A. Schuler-Hintz, Esq., Thomas N. Beckom, Esq.
- Smith Larsen & Wixom – Elise Fossum, Katie Weber, and Kent F. Larsen, Esq.
- Tiffany & Bosco, P.A. - Gregory L. Wilde, Esq., Kevin S. Soderstrom, Esq.

Via U.S. Mail to:

Antoinette Gill
4754 Deer Forest
Las Vegas, NV 89139
PRO SE

/s/ Phillip A. Silvestri
An employee of GREENSPOON MARDER

20040130
03803

CLARK COUNTY, NEVADA
FRANCES DEANE, RECORDER

RECORDED AT THE REQUEST OF:
UNITED TITLE OF NEVADA

01-30-2004 14:02 SUO

OFFICIAL RECORDS

BOOK/INSTR:20040130-03803

PAGE COUNT: 19

FEE: 32.00
RPTT: .00

Assessor's Parcel Number:
179-34-614-164
Return To: CH Mortgage Company
Post Closing Department
12357 Riata Trace Pkwy, Suite C150
Austin, TX 78727

Prepared By:

Recording Requested By: CH Mortgage Company
Post Closing Department
12357 Riata Trace Pkwy, Suite C150
Austin, TX 78727

[Space Above This Line For Recording Data]

DEED OF TRUST

MIN 100020410000274780

DEFINITIONS
Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.
(A) "Security Instrument" means this document, which is dated January 27, 2004 together with all Riders to this document.
(B) "Borrower" is Raymond R Sansota and Francine M Sansota, husband and wife

Borrower is the trustor under this Security Instrument.
(C) "Lender" is CH Mortgage Company I, Ltd., Limited Partnership

Lender is a Limited Partnership
organized and existing under the laws of Texas

000268866

TC000001

Lender's address is 12357 Riata Trace Pkwy, Suite C150
Austin, TX 78727
(D) "Trustee" is United Title of Nevada

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
(F) "Note" means the promissory note signed by Borrower and dated January 27, 2004
The Note states that Borrower owes Lender one hundred twenty-eight thousand nine hundred and 00/100 Dollars
(U.S. $128,900.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than February 1, 2034
(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

☐ Adjustable Rate Rider	☐ Condominium Rider	☐ Second Home Rider
☐ Balloon Rider	☒ Planned Unit Development Rider	☐ 1-4 Family Rider
☐ VA Rider	☐ Biweekly Payment Rider	☐ Other(s) [specify]

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(M) "Escrow Items" means those items that are described in Section 3.
(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to

time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

See Exhibit A attached hereto and made a part hereof

Parcel ID Number: 179-34-614-164
1559 Wood Fountain Lane
Henderson
("Property Address"):

which currently has the address of [Street]
[City], Nevada 89015 [Zip Code]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold, and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender shall mail copies of this 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. $ 0.00

20040130
.03803

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

Witnesses:

_____

_____ (Seal)
Raymond A Sanseta -Borrower

_____

_____ (Seal)
Francine M Sanseta -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

20010130

STATE OF NEVADA
COUNTY OF Clark

This instrument was acknowledged before me on January 27, 2001 by
Raymond R Sansota & Evangeline M Sansota

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
LINDA JOHNSON
Appt. No. 00-62603-1
My Appt. Expires August 9, 2003

Linda Johnson

Mail Tax Statements To:

Same as above

6A(NV) (0307)

Initials:

0002686680

Form 3029 1/01

TC000015

20040130
.03803

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 27th day of January, 2004, 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 CH Mortgage Company I, Ltd., Limited Partnership (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

3559 Wood Frontier Lane, Henderson, NV 89015

(Property Address)

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in Covenants, Conditions and Restrictions (the "Declaration"). The Property is a part of a planned unit development known as OLD VEGAS RANCH

(Name of Planned Unit Development)

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

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

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

0002686B0

TC000016

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

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

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

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

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

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

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

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

20040130
.03803

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

Raymond R Sanaota (Seal) -Borrower

Francina M Sanaota (Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

0902688680

Form 3150 1/01

VMP (0008)

TC000018

20040130
03803

Exhibit A

Parcel I:

Lot Two (2) in Block Fifty-Five (55) of the Plat of OLD VEGAS RANCH UNIT 1 (HIGH NOON), a Common Interest Community, as shown by map thereof on file in Book 106 of Plats, Page 61, in the Office of the County Recorder of Clark County, Nevada.

Together with associated Garage Unit, as set forth in the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements of High Noon at Old Vegas Ranch, recorded October 09, 2002 in Book 20021009 as Document No. 00581

Parcel II:

A non-exclusive easement of reasonable ingress, egress and use in, to and over the common elements as set forth and subject to the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for OLD VEGAS RANCH recorded October 3, 2002 in Book 20021003 as Document No. 01539, Official Records.

CERTIFIED COPY THIS DOCUMENT IS A TRUE AND CORRECT COPY OF THE RECORDED DOCUMENT, MINUS ANY REDACTED PORTIONS

DEC 18, 2015

TC000020

Inst #: 201102080003079
Fees: $14.00
N/C Fee: $0.00
02/08/2011 03:12:32 PM
Receipt #: 170259
Requestor:
LSI TITLE AGENCY INC.
Recorded By: GILKS Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

APN: 179-34-614-164

Recording requested by:

When recorded, mail to:
Trustee Corps
17100 Gillette Avenue
Irvine, CA 92614
NV09003798-10

CERTIFICATE

*10042784 3
STATE OF NEVADA
FORECLOSURE MEDIATION PROGRAM

Property Owners:
Raymond Sansota
Francine Sansota

Property Address:
1559 Ward Frontier Lane
Henderson NV 89015

Trustee:
Trustee Corps
17100 Gillette Ave Irvine CA 92614

Deed of Trust Document Number
Doc. # 20040130.0390 3
Book: Page:
1-30-04

☒ No request for mediation was made or the Grantor has waived mediation. As a result no mediation is required in this matter. The Beneficiary may proceed with the foreclosure process.

☐ A Foreclosure Mediation Conference was held on N/A. The parties were unable to agree to a resolution of this matter. As a result, the mediation required by law has been completed in this matter. The Beneficiary may proceed with the foreclosure process.

☐ The Grantor or person who holds the title of record did not attend the Foreclosure Mediation Conference or failed to produce the necessary disclosure forms. As a result, no mediation is required in this matter. The Beneficiary may proceed with the foreclosure process.

Dated: 01/04/2011

STATE OF NEVADA FORECLOSURE MEDIATION PROGRAM
VERISE V. CAMPBELL
PROGRAM MANAGER

FMP CERT: 2011-01-04-0298

TC000021

Inst #: 201007280001789
Fees: $15.00
N/C Fee: $25.00
07/28/2010 10:31:27 AM
Receipt #: 442838
Requestor:
FIDELITY NATIONAL DEFAULT S
Recorded By: STN Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

WHEN RECORDED MAIL TO AND
RECORDING REQUESTED BY:
179-34-614-164
Trustee Corps
30 Corporate Park, Suite 400
Irvine , CA 92606

The undersigned hereby affirms that there is no Social Security number contained in this document.

Trustee Sale No. NV09003798-10-1 Loan No. 0192320398
APN: 178-34-614-164 Title Order No: 100427843-NV-LPI

ASSIGNMENT OF DEED OF TRUST

For Value Received, the undersigned corporation hereby grants, assigns, and transfers to: WELLS FARGO BANK, N.A. all beneficial interest under that certain Deed of Trust dated as of January 27, 2004 executed by RAYMOND R SANSOTA AND FRANCINE M SANSOTA, HUSBAND AND WIFE, as Trustor(s), to UNITED TITLE OF NEVADA as Trustee, and recorded January 30, 2004, as Instrument No. 03803 in Book 20040130, of Official Records, in the office of the County Recorder of Clark County, NV together with the Promissory Note secured by said Deed of Trust and also all rights accrued or to accrue under said Deed of Trust.

SEE ATTACHED LEGAL EXHIBIT
Dated: 07/18/2010

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC AS NOMINEE FOR LENDER AND LENDERS SUCCESSORS OR ASSIGNEES

By: John Kennerty, Assistant Secretary

State of South Carolina
County of York

On July 21, 2010 before me, Carolyn M. Evans Notary Public in and for said county, personally appeared John Kennerty who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of South Carolina the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature _____ (Seal)

CAROLYN M. EVANS
NOTARY PUBLIC
SOUTH CAROLINA
MY COMMISSION EXPIRES 08/18/2019

TC000022

EXHIBIT

Parcel I:

Lot Two (2) in Block Fifty-Five (55) of the Plat of OLD VEGAS RANCH UNIT 1 (HIGH NOON), a Common Interest Community, as shown by map thereof on file in Book 106 of Plats, Page 61, in the Office of the County Recorder of Clark County, Nevada.

Together with associated Garage Unit as set forth in the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements of High Noon at Old Vegas Ranch, recorded October 09, 2002 in Book 20021009 as Document No. 00581

Parcel II:

A non-exclusive easement of reasonable ingress, egress and use in, to and over the common elements as set forth and subject to the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for OLD VEGAS RANCH recorded October 3, 2002 in Book 20021003 as Document No. 01559, Official records.

NATIONAL TITLE INSURANCE

of New York, Inc.

Limited Guarantee

National Title Insurance of New York, Inc.
A Stock Company

LIMITED TRUSTEE'S SALE GUARANTEE

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND THE OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, NATIONAL TITLE INSURANCE OF NEW YORK, INC. a corporation, herein called the Company

GUARANTEES the Assured named in Schedule A of this Guarantee against loss not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records, as of the Date of Guarantee shown in Schedule A:

1. *The title to the herein described estate or interest was vested in the vestee named, subject to the matters shown as Exceptions herein, which Exceptions are not necessarily shown in the order of their priority;*

2. *The names and addresses of persons who have recorded requests, as provided by Section 107.090 of the Nevada Revised Statutes for a copy of notice of default and for a copy of notice of sale are as shown herein;*

3. *The herein described land is located in the city or judicial district named herein and, if designated, the newspaper or newspapers listed herein qualify for publication of notice pursuant to Section 238.030 of the Nevada Revised Statutes.*

IN WITNESS WHEREOF, National Title Insurance of New York, Inc. has caused this Guarantee to be signed and sealed by its duly authorized officers.

NATIONAL TITLE INSURANCE OF NEW YORK, INC.

ISSUED BY: LSI TITLE AGENCY, INC.
800-323-0165

BY

SEAL

ATTEST

Countersigned:
Authorized Signature

NY-NTI – NVLTSG
(Revised 9-25-09)

Limited Trustee's Sale Guarantee – Nevada

TC000024

SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1 Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following

(a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records

(b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property, or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records

(c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records

2. Notwithstanding any specific assurance which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following

(a) Rights, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description

(b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records, (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or nonjudicial proceeding which is within the scope and purpose of the assurances provided

(c) The identity of any party shown or referred to in Schedule A

(d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

(a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company

(b) "land": the land described or referred to in Schedule (A), (C)or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A), (C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways

(c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument

(d) "public records" records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

(e) "date" the effective date

3. Notice of Claim to be Given by Assured Claimant.

An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above.

(a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently

(b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the

defense of those causes of action which allege matters not covered by this Guarantee

(c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims; Termination of Liability.

In the case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim insured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4.

7. Determination and Extent of Liability

This Guarantee is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

(a) the amount of liability stated in Schedule A or in Part 2;

(b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 8 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage secured against by this Guarantee occurs, together with interest thereon, or

(c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance insured against by this Guarantee.

8. Limitation of Liability.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter insured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.

(c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

9. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

10. Payment of Loss.

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

11. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

12. Arbitration.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association.

Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is $1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of $1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

13. Liability Limited to This Guarantee; Guarantee Entire Contract.

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

14. Notices, Where Sent.

All notices required to be given to the Company and any statement in writing required to be furnished the Company shall be addressed to the Company at

National Title Insurance of New York, Inc.
National Claims Administration
2530 N. Redhill Avenue
Santa Ana, California 92705-5516

ORDER NO: 10042784-3

NATIONAL TITLE INSURANCE OF NEW YORK, INC.

NATIONAL TITLE INSURANCE
of New York, Inc.

National Title Insurance of New York, Inc.
2550 N. Redhill Avenue
Santa Ana, California 92705-5516

LSI TITLE AGENCY, INC.
3220 EL CAMINO REAL, IRVINE, CALIFORNIA 92602
(714) 247-7000 • (800) 323-0165

LIMITED TRUSTEE'S SALE GUARANTEE

SCHEDULE A

YOUR NO.: NV09003798-10

ORDER NO.: 100427843

COUNTY REF. NO.: 100427843

PREMIUM: $225.00

LIABILITY: $138,356.97

DATE OF GUARANTEE: JULY 28, 2010 @ 8:00 A.M.

1. NAME(S) OF ASSURED:

TRUSTEE: MTC FINANCIAL DBA TRUSTEE CORPS

BENEFICIARY: WELLS FARGO BANK, N.A.

2. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED, OR REFERRED TO, AND COVERED BY THIS GUARANTEE IS:

A CONDOMINIUM, AS DEFINED IN CHAPTERS 116 AND 117, AS APPLICABLE OF NEVADA REVISED STATUTES, IN FEE AS TO PARCEL(S) I, AND AN EASEMENT MORE PARTICULARLY DESCRIBED AS TO PARCEL(S) II.

3. TITLE TO SAID ESTATE OR INTEREST, AT THE DATE HEREOF, IS VESTED IN:

RAYMOND R. SANSOTA AND FRANCINE M. SANSOTA, HUSBAND AND WIFE, AS JOINT TENANTS

A HOMESTEAD DECLARATION

EXECUTED BY	:	RAYMOND R SANSOTA AND FRANCINE M SANSOTA
DATED	:	MARCH 12, 2007
RECORDED	:	APRIL 10, 2007, IN BOOK 20070410, AS INSTRUMENT NO. 0004166, OF OFFICIAL RECORDS

TC000029

IN THE SUPREME COURT OF THE STATE OF NEVADA

JEFFREY BENKO, A NEVADA RESIDENT; ET Al., Appellants, v. QUALITY LOAN SERVICE CORPORATION, A CALIFORNIA CORPORATION; ET AL., Respondents	Supreme Court No. 73484 District Court Case No. A-11-649857

Electronically Filed
Mar 01 2018 10:25 a.m.
Elizabeth A. Brown
Clerk of Supreme Court

APPELLANTS' APPENDIX

VOLUME 12

Appeal from Eighth Judicial District Court
Clark County, Nevada

The Honorable William Kephart

Law Office of Nicholas A. Boylan, APC
Nicholas A. Boylan, Esq.,
Nevada Bar No. 5878
233 A Street, Suite 1205
San Diego, CA 92101
Telephone: (619) 696-6344
Facsimile: (619) 696-0478
Attorney for Appellants

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Q All operations?
A Whatever she's -- does as our manager.
Q What operations is she the manager over, ma'am?
A Operations of Trustee Corps.
Q What specific functions?
A Management over the work.
Q Can you describe the specific functions, ma'am?
A Not quite sure.
Q Did you at any time in 2011 or before have discussions with your husband about whether the company should obtain a collection agency license in Nevada?
A No.
Q Who did you discuss that with?
A Just came up in a conversation, management.
Q With who? Can I have the names, please?
A All of our management team.
Q Very good. What are the names?
A Cathy Cole Sherborn.
Q Any others?
A Gloria Juarez.
Q Who else, ma'am?
A I can't remember offhand.
Q And your husband was involved?
A I believe he was in the meeting.
Q Okay. Where was the meeting?

A In an office.
Q Where ma'am?
A In Irvine.
Q At your current office location?
A Yes.
Q What was discussed at the meeting?
A Whatever was on the agenda, and I don't remember.
Q There was a written agenda, correct?
A No. It's more like a verbal, just kind of like --
Q Do you deny, under oath, ma'am -- just for clarity, do you deny, under oath that there was a written agenda?
A There could have been, but I don't remember. This was several years ago, sir.
Q What was on the agenda with respect to debt collection license?
A I don't remember.
Q What was said at the meeting about the debt collection license?
A I don't remember.
Q Who said that they wanted to obtain a debt collection license in Nevada, which participants at the meeting?
A There was just whoever was there participate --

just talking about it.

Q And everyone agreed to do that?

A I don't remember. I may have stepped out of the room.

Q What were some of the reasons given at that time to obtain a debt collection license in Nevada at that meeting?

A I don't recall.

Q Was there, at that meeting, a review or any discussion of the activities, the actual business activities that MTC was performing in Nevada at that time?

A I don't remember.

Q Was there any major expanse of the business that occurred in Nevada at that time?

A I don't remember.

Q When was the last major expanse of the scope of the business performed in Nevada by the company?

MR. REYNOLDS: Assumes -- objection. Assumes facts not in evidence.

You can answer.

THE WITNESS: I don't know. I don't remember.

BY MR. BOYLAN:

Q Has there been any such major expanse or has the business essentially been the same in Nevada since you began in 2000?

A No.
Q What kind of computer software does the company utilize today for its data?
A I have no idea.
Q Who has responsibility for that?
A Management team.
Q What person by name?
A I wouldn't know. It's group of them.
Q What are all their names, then?
A Cathy Cole Sherborn, Gloria Juarez, Victor Hutchins.
Q Victor did you say?
A Uh-huh.
Q What are each of their titles, please?
A They're all vice presidents of the company.
Q Are there any other vice presidents other than those you named and yourself?
A Robert Ruelas.
Q Spell the last name, please.
A R-u-e-l-a-s.
Q And what is his responsibility?
A He does all of our marketing.
Q What else, anything?
A No.
Q And what about Victor, what is his

responsibility?
A I'm not quite sure.
Q What would you estimate it to be, based on your observations?
A I don't know. Maybe mailings or something. I don't really know.
Q You have a vice president in charge of mailings?
A Well, I'm not quite sure what his title is.
Q And Gloria Juarez, what is her responsibility area?
A She has human resources.
Q And what else?
A And some of our accounting.
Q And Cathy, what -- what's her areas of responsibility? Kathy --
A She is our oper- -- she takes care of the operations.
Q And what else?
A That's all I know.
Q Is she in charge of operations for Nevada as well?
A I don't know.
Q Is there a limit on her authority with respect to operations, that you know of?
A No.

money for the company?
A No.
Q Have you ever done so?
A No.
Q I'll hand you what's been marked as Exhibit 1, your counsel provided to me this morning and indicated to me it's a corrected version of a document previously produced to us.
(Exhibit 1 was so marked.)
BY MR. BOYLAN:
Q Take a look at Exhibit 1, please, ma'am, and tell us, is that your signature on the document?
A Yes.
Q Now, you just said that you have any involvement with outgoing or incoming money for the company and never have; do you recall that testimony?
MR. REYNOLDS: Objection. That misstates her testimony.
BY MR. BOYLAN:
Q Do you recall that testimony, ma'am?
A Okay.
Q Would you like to correct that testimony?
MR. REYNOLDS: Objection. Mischaracterizes what she said.
You can answer.

Q If those individuals send in money to MTC corporation, for various reasons, reinstatement, forbearance, whatever the reason may be or to pay off the loan, that money -- you're involved with that for approximately two hours a day that you spend on that activity?

MS. MAZIARZ: Form.

(Reporter clarification.)

MS. MAZIARZ: Form.

MR. REYNOLDS: Objection to the form of the question. Vague and ambiguous. Compound.

You can answer.

THE WITNESS: Not necessarily.

BY MR. BOYLAN:

Q Sometimes, though?

A Maybe.

Q How often?

A As needed.

Q Well, how often on average per week?

A I thought I answered before.

Q You said hours per day. But you didn't say how often you handle the money that's coming in as I described.

A I don't handle the money that comes in.

Q All right. Let's say, this is handling money.

See where you put your signature on that, you were wire transferring money that came in, correct?

A Yes.

Q Okay. Well, how often, do you do that?

A As needed.

Q How often give me your best estimate, under your oath, to swear to tell the truth?

MR. REYNOLDS: Objection. You're badgering the witness. Keep it up. We'll stop now.

BY MR. BOYLAN:

Q Okay. How often do you do it, ma'am?

A As needed.

Q Give me an estimate of the number of times per day?

A Maybe once.

Q All right. Let's try to make it easy for your memory function. How about --

MR. REYNOLDS: Objection. Now you're badgering again.

BY MR. BOYLAN:

Q Okay. How about yesterday? How many times were you involved in handling receiving or transferring money yesterday?

A None.

Q And the day before?

A Maybe once.

Q Okay. And how did that money come in?
A Don't know.
Q What did you do with it? How were you involved?
A I just signed the wires. I just wire. That was it. Just signed it. My scope is as good as my penmanship. That's it.
Q Then why is your signature needed, then?
A As a -- because as an owner, I sign.
Q I see. Does anyone else other than you or your husband have signature authority over the bank accounts?
A No.
Q Has that always been true?
A Yes.
Q So -- pardon me, I don't mean this to be repetitive, but you're saying that has not prompted me.

So on average -- let's say on a weekly basis, on average, how many times do you and/or your husband sign papers for the transfer of money that has come in from debtors?

MR. REYNOLDS: If you know.

THE WITNESS: If I know, maybe once, twice. I don't --

BY MR. BOYLAN:
Q You and your husband together?
A Depends on the day of the week.

MR. BOYLAN: That's because you've been talking too much.

MR. REYNOLDS: Actually you have.

MR. BOYLAN: That's because I'm taking the deposition.

MR. REYNOLDS: Well you're not going to take it exactly the way you want.

MR. BOYLAN: Well, the judge is going to have to decide that, so...

MR. REYNOLDS: That's right.

BY MR. BOYLAN:

Q All right. So let's go back, ma'am. With respect to money paid, related to an underlying debt, regardless of the source of the money, back between 2007 and 2012, on average, how many times did you or your husband sign documents similar to Exhibit 1, for the transfer or receipt of money?

A I don't remember.

Q What's your best estimate, under oath?

A I don't have an estimate. I don't remember.

Q Was it about the same during those years as what you described, more recently?

A Don't know.

Q Did it change at any time?

A I'm not -- don't know.

Q What is Exhibit 1?

A Piece of paper.
Q Can you be more specific?
A It's a piece of paper that just says, domestic or international U.S. funds only. That's what it says.
Q That is your signature?
A Yes.
Q Why did you sign it?
A Because it's my job as an owner. I signed that piece of paper.
Q What was the purpose of your signature?
A So this could -- this piece of paper could be given to the bank.
Q And then what was going to happen?
A Whatever the bank does.
Q You have no understanding of the document beyond what you've sworn to just now?
A Well, it says who it's from, who it's going to, and that's all -- and the amount, that's it.
Q And this is money that your company collected and was forwarding to the bank, Wells Fargo, correct?
A Well, that's what the paper says.
Q And that's correct, right?
A Well that's what it says on paper.
Q Well, when you signed it, you weren't doing anything false or criminal or untrue; were you?

A No.
Q And you see there where it says, "apply funds to the loan of Raymond Sansota," do you see that?
A Okay.
Q Did you put that there?
A No.
Q Did you read that before you signed it?
A I looked at the document.
Q What does that phrase mean, can you explain?
A That just tells me that that's what Wells Fargo put on the piece of paper and that's what's on the piece of paper.
Q You're claiming that Wells Fargo created it, rather than MTC; is that your --
A No.
Q -- sworn testimony?
A What I'm saying is that, it just -- like what it says right there, it says "beneficiary's bank," which says the name and that's what they're supposed to do it with it. I don't know. That's what it says on the piece of paper. That's it.
Q This document was created by MTC, correct, Exhibit 1?
A Yeah.
Q Okay. So what's your understanding of what that

or any of the years, 2007 to 2012?

MR. REYNOLDS: Objection. Calls for legal conclusion.

MR. BOYLAN: We're actually leaving all that open.

MR. JOHNSEN: Oh, I'm sorry. I'll open it up.

MR. REYNOLDS: Okay. Objection. Calls for legal conclusion. Assumes facts not in evidence. Vague.

MS. MAZIARZ: Form.

BY MR. BOYLAN:

Q Your answer, ma'am?

A I don't remember.

Q What is your best estimate? Are you able to estimate?

A No.

Q What is your best ballpark number? Can you tell us that?

A I don't know.

Q Can you tell us, for example -- I'll try to give you more clarity -- whether each -- whether during each or any one of those years, 2007 to 2012, your company collected on behalf of its lender clients and related to defaulted debtors amounts of money over $10 million?

MR. REYNOLDS: I'll have the same objection that I had before.

MS. MAZIARZ: Form. Vague.

BY MR. BOYLAN:

Q Your answer, ma'am?
A I don't know.
Q What is your best estimate whether it's over or under $10 million during those years?
A I don't know.
Q Are you able to estimate whether it's more or less than $10?
A Yes.
Q And it was more than $10, each of those years?
A Yes.
Q Can you tell us whether it was more than $10,000 during each of those years?
A Yes.
Q Can you tell us whether it was more than a hundred thousand dollars each of those years?
A Yes.
Q All right. Can you tell us whether during each of those years it was more than $200,000?
A Yes.
Q Can you tell us whether during each of those years it was more than $300,000?
A Yes.
Q Can you tell us whether during each of those years it was more than $500,000?
A Yes.

Q Can you tell us whether during each of those years it was more than $700,000?
A Yes.
Q Can you tell us whether during each of those years it was more than $900,000?
A Yes.
Q Can you tell us whether during each of those years it was more than a million dollars?
A Yes.
Q Can you tell us whether during each of those years it was more than $2 million?
A Yes.
Q Can you tell us whether during each of those years it was more than $5 million?
A Yes.
Q Can you tell us whether during each of those years it was more than $7 million?
A Yes.
MR. BOYLAN: Don't -- please don't coach the witness.
MR. REYNOLDS: No, I'm not.
MR. BOYLAN: She's looking at you.
MR. REYNOLDS: She's looking and then --
MR. BOYLAN: There's no question pending.
MR. REYNOLDS: -- look on her face.
MR. BOYLAN: Well, she's under oath, so that's up to

don't know what "okay," means.

THE WITNESS: Yes.

MR. BOYLAN: Okay. Well, she'll give you a yes or no. That's progress.

BY MR. BOYLAN:

Q So a bank of phones where a bunch of people operate the phones. Where is that located at for MTC?

A In each of our offices.

Q And how many offices do you have?

A Four.

Q Is one of those offices dedicated to the state of Nevada, or do they all do work in relation to all five or six of the states your company operates?

A There's specific -- the -- often we have an office in Nevada.

Q And does it do all the Nevada-related work?

A I don't know.

Q How long have you had the office in Nevada?

A 2000, I don't recall.

Q What's the address of the office that you had in Nevada since 2000?

A I don't know. I know it's on Red Rock.

Q Okay. How many people are there in the phone bank in that office?

MR. REYNOLDS: Objection. I -- I -- I'm really not

trying to make us change the testimony. I'm just going to object under grounds that it assumes facts not in evidence, i.e., that she said that there is a phone bank.

BY MR. BOYLAN:

Q How many, ma'am, would you estimate?

A I don't know.

Q Is it more than a hundred?

A No.

Q Is it less than a hundred?

A Yes.

Q Is it less than 20?

A I'm not sure.

Q Is it more than ten?

A Yes.

Q And how long has that been true that you've had approximately ten people or more during that phone bank work in Nevada?

MR. REYNOLDS: Objection. Same objection. Assumes facts not in evidence.

THE WITNESS: I don't know.

BY MR. BOYLAN:

Q Since 2000, though, right? Since you've had that office?

A Yes.

Q Do you supervise those people?

A Yes.
Q All right. That's it. What is your best estimate of whether the number of calls made from the group of employees handling the phone work in Nevada, on a monthly basis, is more or less than a hundred calls a month?
A More.
Q Okay. And what are they doing in these phone calls, do you know?
A That, I do not know.
Q What's the purpose of the calls?
A I don't know.
Q But you do know that they're -- they're making calls that include communications with debtors who are in default on their loans, correct?
A I guess.
Q That's what they do?
A Yes.
Q Right?
MR. REYNOLDS: Objection. Now you're telling the witness what they do and she answered again with "guess" which has been a problem in this deposition.
MR. BOYLAN: Well, we don't have a videotape. But it's very clear to me that that's her way of answering "yes," because she's just scared to say the word yes. But

Q Is she in charge of accounts receivable?
A Yes.
Q I want you to take a look, please, at what's been marked as Exhibit 4.
(Exhibit 4 was so marked.)
BY MR. BOYLAN:
Q These were produced by your company in this case, ma'am, through your counsel. It's called the initial disclosures. It also has a number of documents in which have been redacted, that are attached.
We are very fortunate, ma'am, in doing our work here together today that the pages are numbered by your counsel in the lower right-hand corner.
Do you see if you -- open it up to any page. You'll see in the lower-hand corner -- no, no. Go back further to the documents that are being produced.
You see in the lower right-hand corner where it says TC, Trustee Corporation, and then it has numbers?
A Yes.
Q Okay. So that's doing it easy. In many cases I'm going to refer you to the number in the lower right-hand corner so you can flip -- quickly flip to the number. Do you follow me?
A Yes.
Q First, I want to ask you some quick questions:

Q You never heard that term before?
A No.
Q 69, do you recognize that 69 has any relationship to Exhibit 1, which bears your signature?
A It has the same name and the same loan number.
Q It's called a funds remittance cover sheet. What does that mean?
A I don't know.
Q What does remittance mean, do you know?
A Not really, no.
Q What does funds mean?
A It usually means money.
Q Okay. All right. But can you look at the content of the document and maybe give us your best estimate of what you believe remittance might mean from the content of the document?
A It has to do with money.
Q Yeah. It's a way of passing money to your lender -- your clients, right, your company's clients?
A Yes.
Q And this is money that you've collected. In this case, it involves my client, the Sansotas and the loan number shown there, correct?
A Yes.
Q And there are various options here for money

that's been conveyed to your company; sometimes it's for reinstatement; sometimes it's just a payoff. And there are different itemizations there; and sometimes the money's collected and passed on when the property is sold and that's the box that's checked here at the bottom, correct?

A Yes.

Q But all these options are things that your company would sometimes do and remit the funds, right, all the boxes?

MR. REYNOLDS: Objection. Lack of foundation. Assumes facts not in evidence.

MS. MAZIARZ: Join.

THE WITNESS: Yes.

BY MR. BOYLAN:

Q And you would, personally, be involved in that, right, if you received funds; for example, for reinstatement or payoff or refund, you would frequently -- not always -- but you would frequently be involved, as shown on Exhibit 1, where you would wire that money to the client lender who was collecting it, correct?

A No.

Q Well, isn't that exactly what you did here, ma'am? You see the box and then here on Exhibit 1, you -- you sent the money that was collected.

you can just stipulate to that.

MR. REYNOLDS: We stipulate to that.

MR. BOYLAN: Okay. Very good. Thank you.

BY MR. BOYLAN:

Q Okay. Look at page 71. You see those total -- those two cashier checks which total the $51,000?

A Yes.

Q And you see Exhibit 1, with your signature, the $51,000?

A Yes.

Q Okay. So this is the money -- the cashier's check reflected on Exhibit 71, is the money you collected, put into your trust account in March of 2011, and then you transferred that money to your lender client Wells Fargo a few days later -- you did that personally -- excuse me -- by your signature, you authorized it -- those monies to be transferred to your client lender on -- on March 14th, 2011, as shown in Exhibit 1, correct?

A Yes.

Q Let's look at page 72. This is an MTC company -- your company's invoice, correct?

A I've never seen it, but yes.

Q But you recognize it as an MTC invoice, correct?

A Yes.

Q And you see it relates to the Sansotas and the

REPORTER'S CERTIFICATE

I, ROSHEEN A. SHEEHY, CSR No. 13710, a Certified Shorthand Reporter, certify;

That the foregoing proceedings were taken before me at the time and place therein set forth, at which time the witness was put under oath by me;

That the testimony of the witness, the questions propounded, and all objections and statements made at the time of the examination were recorded stenographically by me and were thereafter transcribed;

That the foregoing is a true and correct transcript of my shorthand notes so taken.

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

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

Dated this 7th day of July, 2016.

ROSHEEN A. SHEEHY, CSR No. 13710

EXHIBIT "E"

AA0747F JULY 27, 2016

LETTER TO DEPOSITION OFFICER/ERRATA SHEET

DEPOSITION OF:

DATE OF DEPOSITION:

CASE:

The following are the corrections which I have made to my transcript:

PAGE#	LINE#	CORRECTION	REASON FOR CORRECTION
		See attached	

Please sign your name and date it on the below line. As needed, use additional paper to note corrections, dating and signing each page. If you have no corrections, please write the word "None" above and sign, date, and return this page.

EXECUTED this 11th day of August, 2016.

at Reno, California.
(City) (State)

(Signature)

CORRECTIONS TO TERRY JOHNSEN DEPOSITION TRANSCRIPT

Page No.	Line No.	Correction	Reason for Correction
6	21	"Probably 1993" changed to "1992"	Correction/recollection/completeness (for all changes)
7	2	"Majority" changed to "Equal 50/50"	See above
9	8	"To just oversee and make sure that we are keeping up with the integrity of what we're required to do as far as human resources concerns" changed to "I oversee payroll"	See above
9	17	"is in charge of HR legal compliance" added to end of sentence	See above
10	3	"team" deleted "and management teams" added	See above
10	7	"Yes" deleted "At various times, we have had an in-house counsel. We have always had outside counsel." added	See above
16	10	"and management team" added at end of sentence	See above
16	14	"Both of us" deleted "Yes" added	See above
16	19	"Yes" changed to "No, my husband and the management team does" added	See above
16	21	"Yes" changed to "Yes, as to my husband"	See above
17	1	"Just to have" changed to "I don't know"	See above
17	3	"No" changed to "I don't know"	See above
17	6	"No" changed to "I don't know"	See above
17	22	"I don't know about applying for a license, but we did" added to beginning of sentence	See above
18	17	"No" changed to "No, I did not have any understanding as to this issue"	See above
18	24	Sentence now reads "It was not discussed with me."	See above
19	2	"recall" changed to "know"	See above

Page No.	Line No.	Correction	Reason for Correction
19	10	"No" changed to "I had nothing to do with any license"	See above
19	13	Sentence now reads "I had no involvement in the decision"	See above
19	15	"2000" changed to "2000, I believe"	See above
19	17	"Just doing business in Nevada" changed to "Just doing foreclosure trustee business in Nevada"	See above
21	11	"We do eviction work" changed to "Nonjudicial foreclosure work"	See above
24	20	"Cathy Cole Sherborn" changed to "Cathe Cole-Sherburn"	See above
25	14	"Just came up in a conversation, management" changed to "No one"	See above
25	16	"All of our management team" changed to "No one"	See above
25	18	"Cathy Cole Sherborn" deleted (N/A)	See above
25	20	"Gloria Juarez" deleted (N/A)	See above
25	22	"I can't remember offhand" deleted (N/A)	See above
25	24	"I believe he was in the meeting" deleted (N/A)	See above
26	1	"In an office" replaced with "I never had a meeting"	See above
26	5	"Yes" deleted (N/A)	See above
26	7	"Whatever was on the agenda, and I don't remember" deleted (N/A)	See above
26	9	It is more like a verbal, just kind of like" replaced with "I was not at a meeting"	See above
26	14	"There could have been, but I don't remember. This was several years ago, sir" replaced with "I was not at a meeting"	See above
26	18	"I don't remember" replaced with "I was not at a meeting"	See above

Page No.	Line No.	Correction	Reason for Correction
26	21	"I don't remember" replaced with "I was not at a meeting"	See above
26	25	"There was just whoever was there participate – just talking about it" replaced with "I was not at a meeting"	See above
27	3	Sentence now reads "I was not at any meeting"	See above
27	8	"I don't recall" replaced with "I am not aware of such a meeting"	See above
27	12	"I don't remember" replaced with "I was not at any meeting, if there was one"	See above
29	10	"Cathy Cole-Sherborn" replaced with "Cathe Cole-Sherbum"	See above
30	13	"And some of our accounting" replace with "And our accounting"	See above
33	17	"I don't remember" replaced with "I am not aware of any meeting"	See above
34	21	"I would have no reason to know" added as last sentence	See above
36	3	"Trusteecorps.com" replaced with "tjohnsen@trusteecorps.com"	See above
36	11	"That has nothing to do with why I'm here, at all" replaced with "Yes"	See above
36	13	"No" replaced with "Yes"	See above
37	5	"I don't know" replaced with "No"	See above
37	20	"I don't remember" replaced with "No"	See above
37	22	"That, I don't remember" replaced with "No"	See above
37	25	"No" replaced with "I did not conduct a search"	See above
38	11	"No" replaced with "Right"	See above
38	21	"No" replaced with "Yes, that is correct"	See above

Page No.	Line No.	Correction	Reason for Correction
40	11	"As to phone communications, I don't know anything about a phone bank" added	See above
43	11	"I and my husband have the check signing authority. I do sign wire transfers for our bank to wire money" added	See above
47	21	"If I know, maybe twice" deleted, "I don't know" added	See above
47	25	"Depends on the day of the week" deleted, "We don't sign checks or wires together" added	See above
48	16	"Uh huh" deleted, "Yes" added	See above
54	23	"Okay" deleted, "Yes" added	See above
55	8	"Was in trust account" deleted, "The money was in the company's bank account" added	See above
55	18	"I don't remember, maybe" deleted, "No. I don't make deposits" added	See above
61	5	"Pacific Western Bank is the only bank with trust accounts" added	See above
62	1	"In a safe" deleted, "Records are kept electronically" added	See above
62	14	"I believe" deleted, "Electronic" added	See above
62	16	"Thumb drive" deleted, "I don't know" retained	See above
62	18	"The bank" deleted, "I don't know" added	See above
62	24	Sentence changed to "I don't know. I don't receive a thumb drive."	See above
63	2	"I don't know" changed to "I don't"	See above
63	7	"I hand it over to our accounting manager" deleted, "I don't get a thumb drive" added	See above
63	9	Sentence now reads "I don't get a thumb drive"	See above

Page No.	Line No.	Correction	Reason for Correction
63	12	"Gloria Juarez" deleted, "I don't get a thumb drive" added	See above
66	15	"Yes" deleted, "No. I don't know specific numbers as to Nevada" added	See above
66	18	"Yes" deleted, "No. I don't know specific numbers as to Nevada" added	See above
68	18	"Yes" deleted, "No" added	See above
68	20	"believe" deleted, "don't receive those" added	See above
69	15	"I don't really know" deleted, "La Tanya Wilson" added	See above
70	24	"L.A., I don't know" deleted	See above
71	1	"I don't recall" deleted, "Brea" added	See above
81	1	"remember" deleted, "know" added	See above
81	8	"I don't know" deleted, "Phone work is not done in Nevada"	See above
81	12	"I don't – I don't know" deleted, "Phone work not done in Nevada" added	See above
81	16	"I guess" deleted, "No" added	See above
81	18	"I don't know" deleted, "Phone work is not done in Nevada" added	See above
82	7	"I guess" deleted, "Phone work is not done in Nevada" added	See above
82	9	"I don't honestly know" deleted, "Not applicable" added	See above
82	11	"I don't know" deleted, "Not applicable" added	See above
85	11	"Managers" deleted, "I don't know" added	See above
85	16	"Back of the local offices, I guess" deleted, "I don't know" added	See above
86	7	"I suppose" deleted, "I don't know" added	See above

Page No.	Line No.	Correction	Reason for Correction
116	5	""Cozoda?" deleted, "Quezada?" added	See above
116	8	"I don't know" deleted, "Facilities Manager" added	See above
116	10	"I don't know" deleted, "He is responsible for building repairs and maintenance at the Irvine office" added	See above
116	18	"I don't know" deleted, "Because he is an employee" added	See above
132	3	"I don't know" deleted, "Johnnelle Gomez" added	See above
132	5	"I'm not – I don't know. I'm not quite sure" deleted, "Yes" added	See above
132	17	"Janelle" deleted, "Johnnelle" added	See above
133	9	"No" deleted, "Yes, to say hello" added	See above
138	1	"Bank of" deleted	See above