deterioration or damage. Lender shall, unless otherwise agreed in writing between Lender and Borrower, have the right to hold insurance or condemnation proceeds. 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. Lender does not make any warranty or representation regarding, and assumes no responsibility for, the work done on the Property, and Borrower shall not have any right to rely in any way on any inspection(s) by or for Lender or its agent. Borrower shall be solely responsible for determining that the work is done in a good, thorough, efficient and

workmanlike manner in accordance with all applicable laws. Borrower shall (a) appear in and defend any action or proceeding purporting to affect the security hereof, the Property or the rights or powers of Lender or Trustee; (b) at Lender's option, assign to Lender, to the extent of Lender's interest, any claims, demands, or causes of action of any kind, and any award, court judgment, or proceeds of settlement of any such claim, demand or cause of action of any kind which Borrower now has or may hereafter acquire arising out of or relating to any interest in the acquisition or ownership of the Property. Lender and Trustee shall not have any duty to prosecute any such claim, demand or cause of action. Without limiting the foregoing, any such claim, demand or cause of action arising out of or relating to any interest in the acquisition or ownership of the Property may include (i) any such injury or damage to the Property including without limit injury or damage to any structure or improvement situated thereon, (ii) or any claim or cause of action in favor of Borrower which arises out of the transaction financed in whole or in part by the making of the loan secured hereby, (iii) any claim or cause of action in favor of Borrower (except for bodliy injury) which arises as a result of any negligent or improper construction, installation or repair of the Property including without limit, any surface or subsurface thereof, or of any building or structure thereon or (iv) any proceeds of insurance, whether or not required by Lender, payable as a result of any damage to or otherwise relating to the Property or any interest therein. Lender may apply, use or release such monies so received by it in the same manner as provided in Paragraph 5 for the proceeds of insurance.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entitles 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 falled 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 falls to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significently affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfelture, 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

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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 Insurence 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

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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

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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

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 falls 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 Walver. This Security Instrument cannot be changed or modified except as otherwise provided herein or by agreement in writing signed by Borrower, or any Successor in Interest of Borrower and Lender. 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 Successor 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. No waiver by Lender of any right under this Security Instrument shall be effective unless in writing. Waiver by Lender of any right granted to Lender under this Security Instrument or of any provision of this Security Instrument as to any transaction or occurrence shall not be deemed a waiver as to any future transaction or occurrence.

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

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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. Borrower shall pay such other charges as Lender may deem reasonable for services rendered by Lender and furnished at the request of Borrower, any Successor in Interest of Borrower or any agent of Borrower. 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 Lew.

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 owad 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 malled 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 shell 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 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

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conflicting provision.

As used in this Security Instrument: (a) words of the mesculine 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

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 feils 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 cashler'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,

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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, joln, 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 compilance 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 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, lawsult 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.

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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 Borrower or any Successor in Interest of Borrower files (or has filed against Borrower or any Successor in Interest of Borrower) a bankruptcy petition under Title 11 or any successor title of the United States Code which provides for the curing of prepetition default due on the Note, interest at a rate determined by the court shall be paid to Lander on post-petition arrears.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold, and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the other 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 or the Trustee (whether or not the Trustee is affiliated with Lender) may charge such person or persons a fee for reconveying the Property, but only if the fee is not Prohibited by Applicable Law.

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

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three (3) years after issuance of a full reconveyance or release (unless directed in such request to

retain them).

25. Assumption Fee. If there is an assumption of this loan, Lender may charge an assumption fee of U.S.\$ 2,699.90

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.

SUBAN E KALLEN

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(Space	Below This Line For Acknowledgment)
STATE OF NEVADA))ss.
COUNTY OF CLARV)
This instrument was acknown	wledged before me on
	(upma(s) of person(s))
as	(type of suthority, e.g., officer, prostee, etc.)
of	(name of party on behalf of whom instrument was executed)
[NOTARY STAMP]	A second allows
BERNARD PONDER	(Sibhatus of notarial officer)
Notary Public State of Nevado No. 02-78366-1 My appt. exp. Oct. 29, 2006	My commission expires:
Mail Tax Statements To:	
SUSAN E KALLEN	

NEVADA 32841 (03-03)

3417 BEDFORDSHIRE PL LAS VEGAS, NV 89129

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Ån	pendix	A

PARCEL 1: LOT TEN (10) IN BLOCK ONE (1) OF NORTHSHORES PHASE II LOT "H" UNIT 1, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 67 OF PLATS, PAGE 71, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA AND AMENDED BY THAT CERTAIN CERTIFICATE OF AMENDMENT RECORDED JUNE 1, 1995 IN BOOK 950601 AS DOCUMENT NO. 00839 OF OFFICIAL RECORDS.

PARCEL II:
A NON-EXCLUSIVE EASEMENT APPURTENANT TO PARCEL ONE (1) FOR INGRESS, EGRESS AND
A NON-EXCLUSIVE EASEMENT APPURTENANT TO PARCEL ONE (1) FOR INGRESS, EGRESS AND
ENIOYMENT IN AND OVER COMMON AREAS, AS SET FORTH IN THE DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS OF NORTHSHORES, RECORDED
MAY 27, 1994 IN BOOK 940527 OF DOCUMENT NO. 01476 AND AS SET FORTH IN THE SUPPLEMENTAL
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF
EASEMENTS FOR CAMBRIDGE CROSSING, RECORDED ON NOVEMBER 30, 1995 IN BOOK 951130 AS
DOCUMENT NO. 01562 AS THE SAME MAY FROM TIME TO TIME BE AMENDED AND/OR
SUPPLEMENTED, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL NUMBER: 138-19-412-010

COMMONLY KNOWN AS: 3417 BEDFORD SHIRE PLACE, LAS VEGAS, NV, 89122

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PLANNED UNIT DEVELOPMENT RIDER

03-0691-068716101-8

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 15th day of November, 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 Washington Mutual Bank, FA (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:				
3417 BEDFORDSHIRE PL, LAS VEGAS, NV 89129				
(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 Instruments Recorded				
(the "Declaration"). The Property is a part of a planned unit development known as NORTHSHORES (the "PUD").				
(Name of Planned Unit Development)				
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.				

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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, for the periods, and against loss by fire, hazards included within the term "extended coverage", and any other hazard, including, but not limited to, earthquakes and floods, for which Lender requires insurance,

(I) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and

(ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this walver 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;

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(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.

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Planned Unit Development Rider.

GIIGAN E KALLEN

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ADJUSTABLE RATE RIDER (12-MTA Index - Payment and Rate Caps)

03-0691-058716101-8

THIS ADJUSTABLE RATE RIDER is made this 1.5th day of November 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 Adjustable Rate Note (the "Note") to Washington Mutual Bank, FA (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

(Property Address)

THIS RIDER CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. MY MONTHLY PAYMENT (NCREASES WILL HAVE LIMITS WHICH COULD RESULT IN THE PRINCIPAL AMOUNT I MUST REPAY BEING LARGER THAN THE AMOUNT I ORIGINALLY BORROWED, BUT NOT MORE THAN 1255 OF THE ORIGINAL AMOUNT (OR \$ 299,987.50),

THAN 1254 OF THE ORIGINAL AMOUNT (OR \$ 299,987,80),
MY INTEREST HATE CAN NEVER EXCEED THE LIMIT STATED IN THE NOTE AND
RIDER. A BALLOON PAYMENT MAY BE DUE AT MATURITY.

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

Section 4 of the Note provides for changes in the interest rate and monthly payment as follows:

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4. INTEREST RATE AND MONTHLY PAYMENT CHANGES
(A) Change Dates
The Interest rate I will pay may change on the 1st day of
January, 2005 , and on that day every month thereafter. Each such day
Is called a "Change Dete". (B) The Index
On each Change Date, my interest rate will be based on an Index. The "Index" is the
Twelve-Month Average, determined as set forth below, of the annual yields on actively traded
United States Treasury Securities adjusted to a constant maturity of one year as published by the
Federal Reserve Board in the Federal Reserve Statistical Release entitled "Selected interest Rates
(H.15)" (the "Monthly Yleids"). The Twelve-Month Average is determined by adding together the
Monthly Yields for the most recently available twelve months and dividing by 12.
The most recent Index figure available as of the date 15 days before each Change Data is
called the "Current Index",
If the index is no longer available, the Note Holder will choose a new index which is based
upon comparable information. The Note Holder will give me notice of this choice.
(C) Interest Rate Change Before each Change Date, the Note Holder will calculate my new interest rate by adding
Two & Six-Tenths percentage points 2,600 %
("Margin") to Current Index. The Note Holder will then round the result of this addition to the
nearest one thousandth of one percentage point (0.001%). Subject to the limits stated in Section
4(D) below, this rounded amount will be my new interest rate until the next Change Date. In the
event a new Index is selected, pursuant to paragraph 4(B), a new Margin will be determined. The
new Margin will be the difference between the average of the old index for the most recent three
year period which ends on the last date the index was available plus the Margin on the last date
the old Index was available and the average of the new Index for the most recent three year
period which ends on that date (or if not available for such three year period, for such time as it is
available). The difference will be rounded to the next higher 1/8 of 1%.
(D) Interest Rate Limit My interest rate will never be greater than 9,950 % ("Cap"), except that following any
sale or transfer of the property which secures repayment of this Note after the first interest rate
Change Date, the maximum interest rate will be the higher of the Cap or 5 percentage points
greater than the Interest rate in effect at the time of such sale or transfer.
(E) Payment Change Dates
Effective every year commencing January 1, 2006 , and on the same
date each twelfth month thereafter ("Payment Change Date"), the Note Holder will determine the
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amount of the monthly payment that would be sufficient to repay the projected Principal balance I am expected to owe as of the Payment Change Date in full on the maturity date at the interest rate in effect 45 days prior to the Payment Change Date in substantially equal payments. The result of this calculation is the new amount of my monthly payment, subject to Section 4(F) below, and I will make payments in the new amount until the next Payment Change Date unless my payments are changed earlier under Section 4(H) of the Note.

(F) Monthly Payment Limitations

Unless Section 4(H) and 4(I) below apply, the amount of my new monthly payment, beginning with a Payment Change Date, will be limited to 7 1/2% more or less than the amount I have been paying. This payment cap applies only to the Principal Payment and does not apply to any escrow payments Lender may require under the Security Instrument.

(G) Changes in My Unpaid Principal Due to Negative Amortization or Accelerated Amortization Since my payment amount changes less frequently then the interest rate and since the monthly payment is subject to the payment ilmitations described in Section 4(F), my monthly payment could be less or greater than the amount of the interest portion of the monthly payment that would be sufficient to repay the unpaid Principal I owe at the monthly payment date in full on the maturity date in substantially equal payments. For each month that the monthly payment is less than the interest portion, the Note Holder will subtract the monthly payment from the amount of the interest portion and will add the difference to my unpeid Principal, and interest will accrue on the amount of this difference at the current interest rate. For each month that the monthly payment is greater than the interest portion, the Note Holder will apply the excess towards a Principal reduction of the Note.

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

My unpaid Principal can never exceed a maximum amount equal to 125% of the principal amount original borrowed. In the event my unpaid Principal would otherwise exceed that 125% Ilmitation, I will begin paying a new monthly payment until the next Payment Change Date notwithstending the 7 1/2% annual payment increase limitation. The new monthly payment will be an amount which would be sufficient to repay my then unpaid principal in full on the maturity date at my interest rate in effect the month prior to the payment due date in substantially equal payments.

(I) Required Full Monthly Payment

On the FIFTH anniversary of the due date of the first monthly payment, and on that same day every FIFTH year thereafter, the monthly payment will be adjusted without regard to the payment cap limitation in Section 4(F).

(J) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in the amount of my

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monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any questions I may have regarding the notice.

(K) Failure to Make Adjustments

If for any reason Note Holder falls to make an adjustment to the interest rate or payment amount as described in this Note, regardless of any notice requirement, I agree that Note Holder may, upon discovery of such failure, then make the adjustment as if they had been made on time. I also agree not to hold Note Holder responsible for any damages to me which may result from Note Holder's failure to make the adjustment and to let the Note Holder, at its option, apply any excess monles which I may have paid to partial prepayment of unpaid "Principal,"

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

Section 18 of the Security instrument is amended to reed as follows:

Transfer of the Property or a Beneficial interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser. If all or any part of the Property or any Interest in the Property is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) 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 exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Agreement or other obligations related to the Note or other loan document is acceptable to Lender, (d) Assuming party executes Assumption Agreement acceptable to Lender at its sole choice and discretion, which Agreement may include an increase to Cap as set forth below and (d) payment of Assumption Fee if requested by Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption, and Lender may increase the maximum interest rate limit to the higher of the Cap or 6 percentage points greater than the interest rate in effect at the time of the transfer. Lender may also require the transferse to sign an assumption agreement that is acceptable to Lender and that obligates the

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transferes to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender has entered into a written assumption agreement with transferee and formally releases Borrower.

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

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider. Borrower agrees to execute any document necessary to reform this Agreement to accurately reflect the terms of the Agreement between Borrower and Beneficiary or if the original Note, Trust Deed or other document is lost, mutilated or destroyed.

' SUSAN E KALLEN

Page B o

CERTIELED COPY, THIS DOCUMENT IS A TRUE AND CORRECT COPY OF THE RECORDED DOCUMENT WINDS ASSAURANCE PROPRIORS

EXHIBIT A-2

ADJUSTABLE RATE NOTE (12-MTA Index - Payment and Bate Gaps)

03-0691-068716101-8

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. MY MONTHLY PAYMENT INCREASES WILL HAVE LIMITS WHICH COULD RESULT IN THE PRINCIPAL AMOUNT I MUST REPAY BEING LARGER THAN THE AMOUNT I ORIGINALLY BORROWED, BUT NOT MORE THAN 125% OF THE ORIGINAL AMOUNT (OR \$ 299,987.50). MY INTEREST RATE CAN NEVER EXCEED THE LIMIT STATED IN THIS NOTE OR ANY RIDER TO THIS NOTE. A BALLOON PAYMENT MAY BE DUE AT MATURITY.

November 15, 2004	ias vegas	Nevada
	(City)	(State)
a 44 M in Titl Philippinature	R PL. LAS VEGAS. NV 89	2720
THE CROSS OF STREET STREET	roperty Address)	7129
1. BORROWER'S PROMISE TO PAY In return for a loan that I have received, any amounts added in accordance with Sect interest, to the order of the Lender. The Le will make all payments under this Note in fe the Lander may transfer this Note. The Lend is entitled to receive payments under this No	on 4 (G) below, (this amou inder is <u>Washington</u> orm of cash, check or mon der or anyone who takes th	nt is called "Principal"), plus <u>Mutual Bank, PA</u> . i ey order. I understand that is Note by transfer and who
2. INTEREST Interest will be charged on unpaid Princip day of the calendar month that immediately is 3 of this Note, I will pay interest at a yearly Date (as defined in Section .4 of the of 1.250 %. The interest rate required b will pay both before and after any default des	precedes the first payment of rate of 4.195 %. There is Note) I will pay it yills section 2 and Section	due date set forth in Section reafter until the first Change nterest at a yearly rate n 4 of this Note is the Rate i
3. PAYMENTS (A) Time and Place of Payments i will pay Principal and interest by mak refer to Principal and interest payments or and/or late charges may also be payable with i will make my monthly payments danuary, 2005, I will make the principal and interest and any other charges monthly payment will be applied to interest atili owe amounts under this Note, I will pay "Maturity Date". I will make my monthly payments at principal and interest and any other charges monthly payment will be applied to interest atili owe amounts under this Note, I will pay "Maturity Date".	nly, although other charge the monthly payment. on <u>lst</u> day of a less payments every month described below that I may before Principal. If, on those amounts in full on the second control of the se	s such as taxes, insurance such month beginning on a until I have paid all of the owe under this Note. Each December 1, 2034 , bat date, which is called the THRIDGE, CA 91324
(B) Amount of My Initial Monthly Paymer Each of my monthly payments until the f	irst Payment Change Date v	will be in the amount of U.S. If this Note.
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RA0016 RC000130

(C) Payment Changes

My monthly payment will be recomputed, according to Sections 4(E)(F)(G)(H) and (I) of this Note, to reflect changes in the Principal balance and interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may further change on the 1st day of January, 2005, and on that day every month thereafter. Each such day is called a "Change Date".

(B) The Index

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

The most recent index figure available as of 15 days before each interest rate Change Date is called the "Current Index". If the index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this

choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Two & Six-Tenchs percentage points 2.600 % ("Margin") to the Current Index. The Note Holder will then round the result of this addition to the nearest one-thousandth of one percentage point (0.001%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date. In the event a new Index is selected, pursuant to paragraph 4(B), a new Margin will be determined. The new Margin will be the difference between the average of the old Index for the most recent three year period which ends on the last date the Index was available plus the Margin on the last date the old Index was available and the average of the new Index for the most recent three year period which ends on that date (or if not available for such three year period, for such time as it is available). This difference will be rounded to the next higher 1/8 of 1%.

(D) Interest Rate Limit

My interest rate will never be greater than <u>Nine & Ninety-Five-Hundredths</u> percentage points <u>9.950</u> % ("Cap"), except that following any sale or transfer of the property which secures repayment of this Note after the first interest rate Change Date, the maximum interest rate will be the higher of the Cap or 5 percentage points greater than the interest rate in effect at the time of such sale or transfer.

(E) Payment Change Dates

Effective every year commencing January 1, 2006, and on the same date each twelfth month thereafter ("Payment Change Date"), the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the projected principal balance I am expected to owe as of the Payment Change Date in full on the Maturity Date at the interest rate in effect 45 days prior to the Payment Change Date in substantially equal payments. The result of this calculation is the new amount of my monthly payment, subject to Section 4(F) below, and I will make payments in the new amount until the next Payment Change Date unless my payments are changed earlier under Section 4(H) of this Note.

(F) Monthly Payment Limitations

Unless Section 4(H) and 4(I) below apply, the amount of my new monthly payment, beginning with a Payment Change Date, will be limited to 7 1/2% more or less than the amount 1 have been paying. This payment cap applies only to the principal payment and does not apply to any escrow payments Lender may require under the Security Instrument.

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(G) Changes in My Unpaid Principal Due to Negative Amortization or Accelerated Amortization Since my payment amount changes less frequently than the interest rate and since the monthly payment is subject to the payment limitations described in Section 4(F), my monthly payment could be less or greater than the amount of the interest portion of the monthly payment that would be sufficient to repay the unpaid Principal I owe at the monthly payment date in full on the maturity date in substantially equal payments. For each month that the monthly payment is less than the interest portion, the Note Holder will subtract the monthly payment from the amount of the interest portion and will ad the difference to my unpaid Principal, and interest will accrue on the amount of this difference at the current interest rate. For each month that the monthly payment is greater than the interest portion, the Note Holder will apply the excess towards a principal reduction of the Note.

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

My unpaid principal can never exceed a maximum amount equal to 125% of the principal amount original borrowed. In the event my unpaid Principal would otherwise exceed that 125% limitation, I will begin paying a new monthly payment until the next Payment Change Date notwithstanding the 7 1/2% annual payment increase limitation. The new monthly payment will be an amount which would be sufficient to repay my then unpaid Principal in full on the maturity date at my interest rate in effect the month prior to the payment due date in substantially equal

(I) Required Full Monthly Payment

On the FIFTH anniversary of the due date of the first monthly payment, and on that same day every FIFTH year thereafter, the monthly payment will be adjusted without regard to the payment cap limitation in Section 4(F).

(J) Notice of Changes

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

(K) Failure to Make Adjustments

If for any reason Note Holder falls to make an adjustment to the interest rate or payment amount as described in this Note, regardless of any notice requirement, I agree that Note Holder may, upon discovery of such failure, then make the adjustment as if they had been made on time. I also agree not to hold Note Holder responsible for any damages to me which may result from Note Holder's failure to make the adjustment and to let the Note Holder, at its option, apply any excess monies which I may have paid to partial Prepayment of unpaid Principal. 5. 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 any prepayment charge. The Note Holder will apply all of 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 dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial prepayment may have the effect of reducing the amount of my monthly payments, but only after the first Payment Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase. 6. 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

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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.

Miscellaneous Fees: I understand that the Note Holder will also charge a return item charge in the event a payment that I make in connection with repayment of this loan is not honored by the financial institution on which it is drawn. The current fee is \$\frac{15.00}{15.00}\$. Lender reserves the right to change the fee from time to time without notice except as may be required by law.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of <u>Fifteen</u> 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 <u>5.000</u>% of my overdue payment of Principal and Interest. I will pay this late charge promptly but only once of 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 10 days after the date on which the notice is delivered or mailed to me (or, if the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation buys all or part of Lender's rights under the Security Instrument, in which case the notice will specify a date, not less than 30 days from the date the notice is given the Borrower).

(D) No Walver 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, whether or not a lawsuit is brought, to the extent not prohibited by Applicable Law. Those expenses include, for example, reasonable attorneys' fees.

8. 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 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.

9. 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.

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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.

Miscellaneous Fees: I understand that the Note Holder will also charge a return item charge in the event a payment that I make in connection with repayment of this loan is not honored by the financial institution on which it is drawn. The current fee is \$__15.00_. Lender reserves the right to change the fee from time to time without notice except as may be required by law.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of <u>Fifteen</u> 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 <u>5.000</u>% of my overdue payment of Principal and Interest. I will pay this late charge promptly but only once of 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 10 days after the date on which the notice is delivered or mailed to me (or, if the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation buys all or part of Lender's rights under the Security Instrument, in which case the notice will specify a date, not less than 30 days from the date the notice is given the Borrower).

(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, whether or not a lawsuit is brought, to the extent not prohibited by Applicable Law. Those expenses include, for example, reasonable attorneys' fees.

8. 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 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.

9. 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.

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Page 4 of 6

10, WAIVERS

I and any other person who has obligations under this Note walve 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.

11. 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:

Transfer of the Property or a Beneficial Interest in Borrower.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) the request to assume is made after one year following recordation of the Deed of Trust, (b) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (c) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument or other obligations related to the Note or other loan document is acceptable to Lender, (d) Assuming party executes Assumption Agreement acceptable to Lender at its sole choice and discretion, which Agreement may include an increase to Cap as set forth below and (e) payment of Assumption Fee if requested by Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption and Lender may increase the maximum rate limit to the higher of the Cap or 5 percentage points greater than the interest rate in effect at the time of the transfer. Lender may also require the transfere to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender has entered into a written

Assumption Agreement with transferee and formally releases Borrower.

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.

12. MISCELLANEOUS PROVISIONS

In the event the Note Holder at any time discovers that this Note or the Security Instrument or any other document related to this loan, called collectively the "Loan Documents," contains an error which was caused by a clerical or ministerial mistake, calculation error, computer error, printing error or similar error (collectively "Errors"), I agree, upon notice from the Note Holder, to reexecute any Loan Documents that are necessary to correct any such Errors and I also agree that I will not hold the Note Holder responsible for any damage to me which may result from any such Errors.

If any of the Loan Documents are lost, stolen, mutilated or destroyed and the Note Holder delivers to me an indemnification in my favor, signed by the Note Holder, then I will sign and deliver

32859 (11-01)

Page 5 of 6

to the Note Holder a Loan Document identical in form and content which will have the effect of the original for all purposes.

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

Pay to the order of

Without Recourse WASHINGTON MUTUAL BANK, FA

LETA HUTCHINSON ASSISTANT VICE PRESIDENT

32859 (11-01)

Page 6 of 6

Prepayment Fee Note Addendum

03-0691-068716101-8

This Note Addendum is made this <u>15th</u> day of <u>November</u> , 2004 and is incorporated into and shall be deemed to amend and supplement the Note made by the undersigned (the "Borrower") in favor of <u>Washington Mutual Bank</u> , FA (the "Lender") and dated as of even date herewith (the "Note").
This Note Addendum amends the provision in the Note regarding the Borrower's right to prepay as follows:
BORROWER'S RIGHT TO PREPAY
I have the right to make payments of principal before they are due. Any payment of principal, before it is due, is known as a "prepayment." A prepayment of only part of the unpaid principal is known as a "partial prepayment." A prepayment of the full amount of the unpaid principal is known as a "full prepayment."
If I make a full prepayment, I may be charged a fee as follows:
If Noteholder receives a prepayment on or before the first anniversary of the date of the Note, the Prepayment Fee shall be equal to <u>Three</u> percent (3.000%) of the original loan amount. If Noteholder receives prepayment after the first anniversary but on or before the <u>Second</u> anniversary of the date of the Note, the prepayment fee shall be <u>Two</u> percent (2.000%) of the original loan amount. If Noteholder receives prepayment after the second anniversary but on or before the <u>Third</u> anniversary of the date of the Note, the prepayment fee shall be <u>One</u> percent (1.000%) of the original loan amount. Thereafter, prepayment of the Note shall be permitted without any Prepayment Fee.
The Prepayment Fee shall be payable upon a full prepayment, voluntary or involuntary, including but not limited to a prepayment resulting from Noteholder's permitted acceleration of the balance due on the Note. Notwithstanding the foregoing, nothing herein shall restrict my right to prepay at any time without penalty accrued but unpaid interest that has been added to principal.
Notwithstanding the foregoing, Lender shall not impose a Prepayment Fee in the event that:
a) The loan is fully prepaid as result of disposing of the security property and Borrower obtains a new loan from Lender to purchase another property. The prepayment of the loan must occur simultaneously with the origination of the new loan; and

Page 1 of 2

Borrower applies for the new loan.

32890 (04-04)

b) such prepayment occurs no earlier than the first anniversary of the date of the Note.

Nothing herein shall be deemed to be a commitment by Lender to make Borrower another loan. Borrower understands and agrees that should Borrower want to obtain a new loan from Lender, Borrower must meet all underwriting and other requirements of Lender in effect at the time

When I make a full or partial prepayment I will notify the Noteholder in writing that I am doing so. Any partial prepayment of principal shall be applied to interest accrued on the amount prepald and then to the principal balance of the Note which shall not reduce the amount of monthly installments of principal and interest (until reamortized as set forth in the Note at the next Payment Change Date) nor relieve me of the obligation to make the installments each and every month until the Note is paid in full. Partial prepayments shall have no effect upon the due dates or the amounts of my monthly payments unless the Noteholder agrees in writing to such changes.

NOTICE TO THE BORROWER

Do not sign this Note Addendum before you read it. This Note Addendum provides for the payment of a Prepayment Fee if you wish to repay the loan prior to the date provided for repayment in the Note.

By signing below, Borrower accepts and agrees to the terms and covenants contained in this Note Addendum.

STISAN E KALLEN

32890 (04-04)

Page 2 of 2

EXHIBIT A-3

APN#: 138-09-412-010

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

Inst#: 201101210000121
Fees: \$215.00
N/C Fee: \$0.00
01/21/2011 08:01:48 AM
Receipt #: 649077
Requestor:
SPL INC - LA
Recorded By: GWC Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

Space above this line for recorder's use only

Property Address: : 3417 BEDFORDSHIRE PL, LAS VEGAS, NV 89129

Title Order No. 110036357-NV-MAI Trustee Sale No. 145082NV Loan No. 0687161018

IMPORTANT NOTICE NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

NOTICE IS HEREBY GIVEN THAT: CALIFORNIA RECONVEYANCE COMPANY is either the original Trustee, the duly appointed substituted Trustee, or acting as agent for the Trustee or Beneficiary under a Deed of Trust dated 11-15-2004, executed by SUSAN E KALLEN, AN UNMARRIED WOMAN as Trustor, to secure certain obligations in favor of WASHINGTON MUTUAL BANK, FA under a Deed of Trust Recorded 11-24-2004, Book 20041124, Page N/A, Instrument 0000791 of Official Records in the Office of the Recorder of CLARK County, State of Novada.

That a breach of the obligations for which said Deed of Trust is security has occurred in that payment has not been made of: THE 07/01/2010 INSTALLMENT OF PRINCIPAL AND INTEREST AND ALL SUBSEQUENT MONTHLY INSTALLMENTS OF PRINCIPAL AND INTEREST; PLUS ANY ADDITIONAL ACCRUED AND UNPAID AMOUNTS INCLUDING, BUT NOT LIMITED TO, LATE CHARGES, ADVANCES, IMPOUNDS, TAXES, HAZARD INSURANCE, ADMINISTRATIVE FEES, INSUFFICIENT AND PARTIAL RETURN CHECK FEES, STATEMENT FEES, AND OBLIGATIONS SECURED BY PRIOR ENCUMBRANCES.

That by reason thereof, the present beneficiary under such Deed of Trust, has executed and delivered to said Trustee, a written Declaration of Default and Demand for Sale, and has surrendered to said Trustee such Deed of Trust and all documents evidencing obligations secured thereby and has declared and does hereby declare all sums secured thereby immediately due and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

Title Order No. 110036357-NV-MAI Trustee Sale No. 145082NV Loan No. 0687161018

To find out the amount you must pay, to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact: JPMorgan Chase Bank, National Association, 7301 BAYMEADOWS WAY JACKSONVILLE, FL 32256 800-848-9380.

Date: 1/20/2011

CALJEORNIA RECONVEYANCE COMPANY

TASKAALEXANDER, Assistant Secretary

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

STATE OF CALIFORNIA COUNTY OF LOS ANGELES

On 1/20/2011 before me, JESSICA ERIN SNEDDEN, "Notary Public" personally appeared TASHA ALEXANDER, 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.

Signatura



AWA RED CORY THIS DOCUMENT IS A TRUE AND CORRECT COPY OF THE MINUS

APR. 0:4.2016

Sebbie Conway

EXHIBIT A-4

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DISTRICT COURT
1
                       CLARK COUNTY, NEVADA
2
3
    JEFFREY BENKO, a Nevada
4
    resident; CAMILO MARTINEZ, a
    Nevada resident; ANA MARTINEZ,)
5
    a Nevada resident; FRANK
    SCINTA, a Nevada resident;
6
     JACQUELINE SCINTA, a Nevada
     resident: SUSAN HJORTH a
7
    Nevada resident; RAYMOND
     SANSOTA, an Ohio resident;
8
     FRANCINE SANSOTA, an Ohio
     Resident; SANDRA KUHN, a
     Nevada resident; JESUS GOMEZ,
     A Nevada resident; SILVIA
10
     GOMEZ, a Nevada resident;
     DONNA HERRERA, a Nevada
11
     resident; DONNA HERRERA, a
     Nevada resident; ANTOINETTE
12
     GILL, a Nevada resident; JESSE)
13
     HENNIGAN, a Nevada resident;
     KIM MOORE, a Nevada resident; )
     THOMAS MOORE, a Nevada
14
     resident; SUSAN KALLEN, a
                                      CASE NO. A-11-649857-C
     Nevada resident; ROBERT
15.
     MANDARICH, a Nevada resident; ) DEPT. NO. XXIX
     JAMES NICO, a Nevada resident;)
16
                                      VIDEOTAPED DEPOSITION OF
     and PATRICIA TAGLIAMONTE, a
     Nevada resident,
17
                                            SUSAN KALLEN
                      Plaintiff,
18
                                         LAS VEGAS, NEVADA
19
          v.
                                          OCTOBER 26, 2016
     QUALITY LOAN SERVICE
20
     CORPORATION, a California
21
     Corporation;
22
     Reported By Kele R. Smith, NV CCR No. 672, CA CSR No.
23
     13405
                        Job No. 348126
24
25
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SUSAN KALLEN - 10/26/2016

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Page 2
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     . . . . . . .
     . . . . . . .
2
     MTC FINANCIAL,
     INC. dba TRUSTEE CORPS, a
3
     California Corporation;
     MERIDIAN FORECLOSURE SERVICE,
4
     a California and Nevada
     Corporation dba MTDS, Inc.,
     dba MERIDIAN TRUST DEED
 5
     SERVICE; NATIONAL DEFAULT
 6
     SERVICING CORPORATION; an
     Arizona Corporation;
 7
     CALIFORNIA RECONVEYANCE
     COMPANY, a California
     Corporation; and DOES 1 through 100, inclusive,
 8
 9
                         Defendants.
10
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Page 24 What is your current address? 1 Q. 3417 Bedfordshire Place, Las Vegas, Nevada 89129. Have you defaulted on the mortgage loan for the 3 property at 3417 Bedfordshire Place? 4 5 Α. Yes. When did you default on the mortgage loan? 6 I'm trying to recall. 2011, I believe. 7 was -- I was in default, as I recall, it was January 8 9 21st, 2011. You believe that's the date that you defaulted on 10 11 your mortgage loan? When I received the Notice of Default. 12 Did you default prior to receiving the Notice of 13 Default? 14 I'm not clear what you mean. I'm sorry. 15 Α. 16 You mean when I didn't pay a mortgage? 17 Yes. Q. Oh, okay. Well, I believe it's -- yes, as I 18 recall, my last mortgage payment was after my -- how 19 many times I tried to get a loan modification, and I 20 think it was June 2010 was my last mortgage payment when 21 I had depleted -- essentially depleted my finances. Ι 22 think I was still -- at that point still trying to 23 get -- I was in the process of trying once again to get 24 25 a loan modification.

Page 25 Who were you trying to get a loan modification 1 Q. 2 from? 3 Α. Chase. From June 2010 to the present, have you continuously lived at 3417 Bedfordshire Place? 5 Α. Yes. How many mortgage payments have you made since June 2010 on the property at 3417 Bedfordshire Place? 8 9 None. Α. Do you know how many mortgage payments you've 10 11 missed --12 Α. No. -- since June of 2010? 13 Were your mortgage payments -- prior to June 14 15 2010, were your mortgage payments typically made 16 monthly? I would pay them early and pay extra 17 Yes. A. Yes. 18 towards the mortgage. 19 Has your mortgage loan balance increased as a 20 result of the default? MR. BOYLAN: It's vaque. 21 I'm not quite sure. Could you explain that or 22 Α. 23 re... 24 BY MS. MAZIARZ: After June 2010, has your mortgage loan balance 25 Q.

Page 26 1 increased? 2 MR. BOYLAN: Still vague. I don't know. I mean, I don't -- I'm really not 3 4 sure. BY MS. MAZIARZ: 5 Q. Have you been assessed late fees on your mortgage 6 7 loan balance? Well, I don't really -- I don't get monthly 8 statements or anything, so where would I know this. 9 Do you -- do you know how much money is 10 outstanding on your mortgage loan balance for the 11 12 property at 3417 Bedfordshire Place? Not off the top of my head. 13 Do you know whether you've been assessed 14 penalties on the mortgage loan since the default of 15 16 2010? I would assume that I have. I don't know that. 17 Has your home been foreclosed on? 18 MR. BOYLAN: Vaque. 19 Wait. No. No, I didn't -- it didn't get 20 Α. foreclosed on. I had a Notice of Default. 21 BY MS. MAZIARZ: 22 Okay. So just to get it clear on the record, has 23 24 your home been foreclosed upon? 25 MR. BOYLAN: Vague.

- Page 27
- 1 A. I don't know. I'm only a regular person and I'm
- 2 71, so you have to explain what you mean.
- 3 BY MS. MAZIARZ:
- 4 Q. No problem. I want to make sure you understand
- 5 the question.
- 6 A. Yeah, yeah.
- 7 Q. Has your home at 3417 Bedfordshire Place been
- 8 sold at a foreclosure auction?
- 9 A. No, it has not been sold at a foreclosure
- 10 auction.
- MR. BOYLAN: Thank you, Jessica, that helps.
- 12 I don't want to intervene, but you really do need to
- 13 help her get clarity because she's not understanding a
- 14 lot of these questions. You just correct it --
- MS. MAZIARZ: If she doesn't understand,
- 16 she's welcome --
- 17 THE WITNESS: But see, I don't -- if I don't
- 18 even know that I don't understand, how do I know? I
- 19 could say "I don't understand" about a lot of this.
- 20 BY MS. MAZIARZ:
- 21 Q. Well, if you don't understand a question, please
- 22 ask me.
- 23 A. I will say that. I know. Yeah. Okay.
- 24 Q. Have you received a loan modification for the
- 25 property at 3417 Bedfordshire Place?

- 1 A. Oh. I'm sorry.
- Q. So I'm asking you what is the document.
- 3 A. What is it? Important notice. Notice of Default
- 4 and Election to Sell Under Deed of Trust.
- 5 Q. All right. I'd like to direct your attention to
- 6 the second page that's Bates labeled CRC 33. Okay. Can
- 7 you go ahead and read the paragraph that is at the top.
- 8 You can go ahead and read it aloud.
- 9 A. Okay.
- 10 Q. Okay. The statement says, "Find out the amount
- 11 you must pay to arrange for payment to stop the
- 12 foreclosure or if your property is in foreclosure for
- 13 any other reason contact JPMorgan Chase Bank National
- 14 Association, 7301 Bay Meadows Way, Jacksonville, Florida
- 15 32256, (800) 848-9380."
- 16 A. Uh-huh.
- 17 Q. Do you see that sentence?
- 18 A. Yes.
- 19 Q. Okay. Does this statement demand that you pay
- 20 California Reconveyance Company money for any reason?
- 21 MR. BOYLAN: Calls for a legal conclusion.
- 22 It's argumentative. Document speaks for itself.
- 23 A. Does it demand? I don't see any demand. It says
- 24 California Reconveyance is a debt collector attempting
- 25 to collect a debt. That's what I notice. It's in a big

- 1 square.
- 2 BY MS. MAZIARZ:
- Q. Okay. Does that square that you just identified,
- 4 did that square impact any of your dealings with
- 5 California Reconveyance Company?
- 6 A. I don't know what you mean.
- 7 MR. BOYLAN: Vague. It's vague.
- 8 BY MS. MAZIARZ:
- 9 Q. The square you just identified, did that -- the
- 10 statement in that square, did it impact the way in which
- 11 you dealt with California Reconveyance Company?
- 12 A. How it impacted was I knew that was where when I
- 13 was going to -- once I received this and I was going to
- 14 fill out the mediation form, and I would send a copy of
- 15 everything to them. Okay? They're the ones -- it was
- 16 like to the mediation program and to them. So that was
- 17 my focus, and that's all I can say about that. That's
- 18 how it --
- 19 Q. What do you mean it was your focus?
- 20 A. Impacted. They were -- well, if I have to send
- 21 information to them about having a mediation and they
- 22 are represented at the mediation, you know, why would
- 23 I -- they're the ones I'm focusing on. They're the ones
- 24 that just put this thing on my door.
- MR. BOYLAN: What were you pointing to just

	·	
1	now, ma'am?	
2	THE WITNESS: This?	
3	MR. BOYLAN: Yes.	
4	A. I'm sorry. Yeah, I'm focusing on this square	
5	that says "California Reconveyance Company is a debt	
6	collector attempting to collect a debt. Any information	
7	obtained will be used for that purpose."	
8	BY MS. MAZIARZ:	
9	Q. Does this document mention anything about the	
10	mediation program?	
11	A. No, it does not. Why but I know about I	
12	mean, I'm an educated person, so I researched, you know,	
13	and it's like okay. Go to mediation.	
14	Q. Okay. I want to focus your attention to the	
15	paragraph that is at the top. Do you see that	
16	paragraph?	
17	A. Uh-huh.	
18	Q. Okay. And I previously read that paragraph into	
19	the record?	
20	A. Yes.	
21	Q. And you've now had a chance to read it again?	
22	A. Yes, ma'am.	
23	Q. Does this statement demand that you pay	
24	California Reconveyance Company money?	
25	MR. BOYLAN: It's argumentative. It speaks	
ı		

- 1 for itself, Counselor.
- 2 MS. MAZIARZ: I'm permitted to ask her
- 3 questions.
- 4 A. Ask the question again.
- 5 BY MS. MAZIARZ:
- 6 Q. Does this statement demand that you pay
- 7 California Reconveyance money?
- 8 A. It doesn't demand that I pay anybody specifically
- 9 money. It says to find out the amount you must pay and
- 10 to arrange for payment, you know, or if it's in
- 11 foreclosure for any other reason, contact the company
- 12 J -- but according to the mediation paperwork, I don't
- 13 send -- contact them. I fill out my thing and send it
- 14 to the mediation program people, and I send the thing to
- 15 California Reconveyance.
- 16 Q. What is that that you send to California
- 17 Reconveyance?
- 18 A. The mediation paperwork that one does within 30
- 19 days of receiving the Notice of Default.
- 20 Q. Okay. But -- all right. Does Exhibit 2, this
- 21 document, Exhibit 2, does it request that you pay
- 22 California Reconveyance Company money?
- 23 A. It's not requesting to pay anybody money. It's
- 24 saying to contact -- to find out the amount you must pay
- or arrange a payment to stop foreclosure, call this

- Page 48
 1 company. It's not saying pay them. It's saying find --
- 2 if you want to find out how much to pay, call this
- 3 company. And it's saying this company is a debt
- 4 collector. So in my clear thinking, California
- 5 Reconveyance is a debt collector. They're the ones that
- 6 I'm dealing with at the mediation.
- 7 Q. Did you contact Chase in response to receiving
- 8 the Notice of Default?
- 9 A. I certainly did not. It was not required for a
- 10 mediation form being filled out.
- 11 Sorry if I'm aggravated. I'm just getting tired.
- MS. MAZIARZ: Would you like to take a
- 13 break?
- 14 THE WITNESS: No. I'm fine. I'll try not
- 15 to be so...
- 16 BY MS. MAZIARZ:
- Q. Do you understand that California Reconveyance
- 18 Company and Chase are separate companies?
- MR. BOYLAN: Foundation, argumentative,
- 20 assumes facts not in evidence, vague as to "separate."
- 21 A. I don't -- do I understand that they are now or
- 22 then? I don't know. Are they? I don't really know.
- 23 BY MS. MAZIARZ:
- Q. Okay. Do you believe California Reconveyance
- 25 Company and Chase are the same entity?

- 1 BY MS. MAZIARZ:
- Q. Okay. Did you -- did you contact California
- 3 Reconveyance Company after you received this document?
- 4 A. No, I did not.
- 5 Q. Okay. In the first paragraph, do you see the
- 6 mention to Oscar R. Linares?
- 7 A. I see -- what about it?
- 8 Q. Did you contact Mr. Linares?
- 9 A. I -- not specific -- no, I did not contact that
- 10 person. I probably was going through, at this point,
- 11 maybe the HUD. Because I had already done HUD, tried to
- 12 get a loan modification through HUD. I mean, I tried --
- 13 I can't -- I don't know if there's a -- I think I tried
- 14 about at least five times over the years to get a loan
- 15 modification even before. They said I had too much
- 16 money and then I didn't have enough money.
- 17 Q. Did you receive any faxes from California
- 18 Reconveyance Company?
- 19 A. I don't get faxes. I'm not able to get faxes.
- Q. Okay. Is the answer to the question no?
- 21 A. No. I don't have a fax.
- 22 Q. Okay. Did you receive any other written
- 23 correspondence from California Reconveyance Company?
- A. Beyond what?
- 25 Q. Beyond the Notice of Default and the danger

- 1 binders.
- Q. Okay. Was there anything preventing you from
- 3 going through all the binders before today?
- A. No, but it's not my full-time job. That's all.
- 5 Nothing preventing me.
- 6 Q. Okay.
- 7 A. It was just, you know, it's not a full-time job.
- 8 There's other things I have to do in my life. Other
- 9 responsibilities and obligations and appointments.
- 10 House appointments, etcetera.
- 11 Q. Have you -- have you gone through your binders
- 12 looking for communications from California Reconveyance
- 13 Company since 2012 to now?
- 14 A. Yes.
- 15 Q. Is there anything preventing you between 2012 and
- 16 now of going through all your documents to find all the
- 17 communications that you believe might exist?
- 18 A. Preventing me?
- 19 Q. Yes.
- 20 A. Time, health, other priorities.
- 21 Q. How long do you think it's going to take you to
- 22 finish going through your binders?
- 23 A. I don't know. I really couldn't tell you. I
- 24 couldn't answer that.
- 25 Q. Did California Reconveyance Company send you a

- 1 reinstatement letter?
- 2 A. A reinstatement letter?
- 3 MR. BOYLAN: Vague.
- 4 A. No.
- 5 BY MS. MAZIARZ:
- 6 Q. Did California Reconveyance Company send you a
- 7 payoff letter?
- 8 MR. BOYLAN: It's vague.
- 9 A. Well, since -- why would they? I don't
- 10 understand. No, I have not received a -- no.
- 11 BY MS. MAZIARZ:
- 12 Q. All right. You haven't received a payoff letter
- 13 from California Reconveyance Company?
- 14 MR. BOYLAN: It's vague as to what a payoff
- 15 letter is. Lacks foundation and understanding.
- 16 BY MS. MAZIARZ:
- 17 Q. You can go ahead and answer.
- 18 A. What?
- 19 Q. You can go ahead and answer. He's putting
- 20 objections.
- 21 A. No, whether -- it's a good point. I'm assuming.
- 22 What do you mean a payoff letter?
- 23 Q. Did you receive a letter from California
- 24 Reconveyance Company that details all amounts that would
- 25 need to be paid in order to bring your loan current?

Page 75 Statement, Page 1. 1 Okay. And are those the attorneys on there you 2 believe are from Cooper Castle? 3 4 Α. Yes. On this sheet, does it indicate that 5 Okay. 6 either of them is representing California Reconveyance 7 Company? Not on this sheet. It's on another sheet that I 8 Α. 9 have submitted to -- I have it somewhere. I have it in my car. But yeah, he signed that he was for California 10 11 Reconveyance on another sheet. Since June -- since September 22nd --12 Okay. since September 22nd, 2016, have you sent any payments 13 14 to California Reconveyance Company? 15 Α. No. Has anyone on your behalf sent payments to 16 Okay. 17 California Reconveyance Company? Not to my knowledge. 18 19 (Exhibit 13 was marked.) 20 BY MS. MAZIARZ: This document has been marked as Exhibit 13. 21 you recognize this document? 22 23 Α. Yes. Do you recall receiving it? 24

25

Α.

Yes.

SUSAN KALLEN - 10/26/2016

	Page 89
	CERTIFICATE OF REPORTER
2	STATE OF NEVADA)) ss:
3	COUNTY OF CLARK)
4	I, KELE R. SMITH, a Certified Court Reporter in
5	Clark County, State of Nevada, do hereby certify: That
6	I reported the taking of the deposition of SUSAN KALLEN,
7	commencing on Wednesday, October 26, 2016, at 2:25 p.m.
8	That prior to being deposed, the witness was by
9	me duly sworn to testify to the truth, that I thereafter
10	transcribed my said shorthand notes into typewriting, and
11	that the typewritten transcript is a complete, true, and
12	accurate transcription of said shorthand notes and that
13	witness was not asked to review and correct the
14	transcript.
15	I further certify that I am not a relative or
16	employee of counsel of any of the parties, nor a
17	relative or employee of the parties involved in said
18	action, nor a person financially interested in the
19	action.
20	IN WITNESS WHEREOF, I have set my hand in my
21	office in the County of Clark, State of Nevada, this
22	31st day of October, 2016.
23	aukant
24	KELE R. SMITH, NV CCR #672, CA CSR #13405
25	

EXHIBIT A-5

Nicholas A. Boylan, Esq.
Nevada Bar No. 5878
LAW OFFICE OF NICHOLAS A. BOYLAN, APC
444 West "C" Street, Suite 405
San Diego, CA 92101
Phone: (619) 696-6344
Fax: (619) 696-0478.
pablingfirm@mail.com 1 2 3 Ą nablawfirm@gmail.com Ö Shawn Christopher, Esq. Nevada Bar No. 6252 CHRISTOPHER LEGAL GROUP 6 2520 Saint Rose Parkway, Suite 316 Henderson, NV 89074 Phone: (702) 737-3125 Fax: (702) 458-5412 ÿ 8 sc@christopherlegal.com 9 Attorneys for Plaintiffs, except for Antoinette Gill 10 11 DISTRICT COURT 12 CLARK COUNTY, NEVADA 13 14 JEFFREY BENKO, a Nevada resident; CASE NO: A-11-649857-C 15 CAMILO MARTINEZ, a California resident; 16 Dept. 29 ANA MARITNEZ, a California resident; 17 FRANK SCINTA, a Nevada resident; JACQUELINE SCINTA, a Nevada PLAINTIFF SUSAN KALLEN'S 18 RESPONSES TO DEFENDANT resident; SUSAN HIORIH, a Nevada CALIFORNIA RECONVEYANCE resident; RAYMOND SANSOTA, a Obio 10 COMPANY'S FIRST SET OF INTERROGATORIES resident; FRANCINE SANSOTA, a Ohio resident; 20 SANDKA KUHN, a Nevada resident: 21 JESUS GOMEZ, a Nevada resident: SILVIA GOMEZ, a Novada resident; 22 DONNA HERRERA, a Nevada resident; ANTOINETTE GILL, a Nevada resident; 23 JESSE HENNIGAN, a Nevada resident; 24 KIM MOORE, a Nevada resident; THOMAS MOORE, a Nevada resident; 25 SUSAN KALLEN, a Nevada resident; ROBERT MANDARICH, a Nevada 26 resident, JAMES NICO, a Nevada resident and PATRICIA TAGLIAMONTE, a 27 Nevada resident 28

Plaintiffs,

٧.

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.

PROPOUNDING PARTY:

DEFENDANT CALIFORNIA RECONVEYANCE COMPANY

RESPONDING PARTY:

PLAINTIFF SUSAN KALLEN

SET NUMBER:

ONE

GENERAL OBJECTIONS

Plaintiff Susan Kallen ("Responding Party") objects on the following grounds to the Definitions and Instructions set forth in Defendant California Reconveyance Company ("CRC")'s First Set of Interrogatories. Each and every interrogatory is generally objected to by Responding Party for the reasons set forth herein. Unless otherwise noted, these general objections form a part of the response, as though fully set forth therein, to each and every interrogatory and are set forth herein to avoid duplication and repetition by restating them in the response to each interrogatory. Failure to incorporate any of these general objections specifically should not be

PLAINTIFF SUSAN KALLEN'S RESPONSES TO DEFENDANT CRC' FIRST SET OF INTERROGATORIES

construed as a waiver of the objection and is not a waiver of any objection.

Responding Party incorporates the following General Objections into the responses to each and every interrogatory:

- Attorney/Client Privilege: To the extent that the requesting party interprets any
 of the interrogatories to call for information protected by the attorney/client
 privilege, Responding Party objects on that ground. No such information, if
 any, will be provided.
- Attorney Work Product Protection: To the extent that the requesting party interprets any of the interrogatories to call for information protected as attorney work product, Responding Party objects on that ground. No such information, if any, will be provided.
- 3. Responding Party objects to the Definitions and Instructions (and the interrogatories following them) to the extent that they are inconsistent with Nevada law, including the Nevada Rules of Civil Procedure ("NRCP"), and seek to impose obligations on her beyond those imposed by Nevada law.
 Responding Party will comply with Nevada law.
- 4. Responding Party objects to the definition of the term "you" as overly broad as the term is used by CRC in its interrogatories because they call for information regarding Responding Party's agents, investigators, attorneys, or representatives. Interrogatory Number 3, for instance, would require Responding Party to describe any and all communications between her attorneys and CRC, including with its counsel as part of this litigation, from October 12, 2007, to the present. Responding Party's responses herein relate solely to Responding Party herself.
- 5. Responding Party objects to requesting party's refusal to give a reasonable extension of time for Responding Party to respond to these interrogatories, especially in light of the generous extensions of time previously given to

PLAINTIFF SUSAN KALLEN'S RESPONSES TO DEFENDANT CRC' FIRST SET OF INTERROGATORIES

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requesting party for it to respond to discovery propounded by Responding Party. Responding Party's counsel timely and repeatedly asked requesting party's counsel for a reasonable extension of time, and informed requesting party's counsel of the reasons the extension was needed (including difficulties counsel had with reaching Responding Party), yet requesting party refused to give the requested extension.

Subject to these foregoing objections, Responding Party responds to all these interrogatories as follows:

INTERROGATORY NO. 1:

Describe in detail the manner in which CRC allegedly violated any Nevada statutory requirements from October 12, 2007 to the present, including identification of the precise conduct or omission that violated each statutory requirement and when such conduct or omission occurred.

RESPONSE TO INTERROGATORY NO. 1:

Responding Party specifically objects to this interrogatory to the extent that requesting party interprets it as calling for information protected by the attorney/client privilege, or as attorney work product. No such information, if any, will be provided.

INTERROGATORY NO. 2:

Describe in detail any injury or damages you incurred from October 12, 2007 to the present caused by CRC not having a collection agency license or certificate of a foreign collection agency pursuant to NRS 649.075.

RESPONSE TO INTERROGATORY NO. 2:

Responding Party specifically objects to this interrogatory to the extent that

2
PLAINTIFF SUSAN KALLEN'S RESPONSES TO DEFENDANT CRC' FIRST SET OF
INTERROGATORIES

1	requesting party interprets it as calling for information protected by the		
2	attorney/client privilege, or as attorney work product.		
3			
4	INTERROGATORY NO. 3:		
5	Describe in detail all communications between you and CRC from October 12		
6	2007 to the present.		
7	RESPONSE TO INTERROGATORY NO. 3:		
8			
9	INTERROGATORY NO. 4:		
10	Describe in detail all collection agency activities as alleged in Paragraph 12, 3		
11	and 42 of the Complaint that you contend CRC engaged in from October 12, 2007 to		
12	the present.		
13	RESPONSE TO INTERROGATORY NO. 4:		
14			
15	INTERROGATORY NO. 5:		
16	Describe in detail all alleged collection agency activities and communications		
17	to which you were subjected by CRC as alleged in Paragraph 12 of the Complaint.		
18	RESPONSE TO INTERROGATORY NO. 5:		
19			
20	INTERROGATORY NO. 6:		
21	Describe in detail every payment, if any, you sent to CRC from October 12,		
22	2007 to the present.		
23	RESPONSE TO INTERROGATORY NO. 6:		
24			
25	INTERROGATORY NO. 7:		
26	Describe in detail all conduct by CRC from October 12, 2007 to the present		
27	that does not fall within the statutory duties of a foreclosure trustee under NRS		
28	PLAINTIPP SUSAN KALLEN'S RESPONSES TO DEFENDANT CRC' FIRST SET OF INTERROGATORIES		

Chapter 107.

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RESPONSE TO INTERROGATORY NO. 7:

Responding Party objects that the request is vague insofar as it does not state which version of NRC Chapter 107, and the particular obligations imposed by that version during a particular period of time, CRC is referring to. Given the variety of changes made to NRS Chapter 107 during the relevant period, further clarification is needed for Responding Party to be able to fully respond to this interrogatory. Responding Party further specifically objects to this interrogatory to the extent that requesting party interprets it as calling for information protected by the attorney/client privilege, or as attorney work product. No such information, if any, will be provided. Responding Party also specifically objects to the extent that this interrogatory assumes that a foreclosure trustee and a collection agency are mutually exclusive categories when under the relevant law foreclosure trustees may be deemed collection agencies because of their non-judicial foreclosure activities. See, e.g., Reese v. Ellis, Painter, Ratterree & Adams LLP (11th Cir. 2012) 678 F.3d 1211, 1217-1218 ["A communication related to debt collection does not become unrelated to debt collection simply because it also relates to the enforcement of a security interest. A 'debt' is still a 'debt' even if it is secured."].) CRC's own documents show that CRC admits it was soliciting and collecting payments on delinquent debt owed to the client-lenders. Even the straight and simple statutory foreclosure process, by itself, constitutes debt collection. Glazer v. Chase Home Fin. LLC (6th Cir. 2013) 704 F.3d 453, 455; Wilson v. Draper & Goldberg (4th Cir. 2006) 704 F.2d 453, 455. Alaska Trustee LLC v. Ambridge (Alas. 2016) 2016 Alas. LEXIS 23.

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INTERROGATORY NO. 8:

Describe in detail all conduct by CRC from October 12, 2007 to the present that falls within the statutory duties of a foreclosure trustee under NRS Chapter 107.

PLAINTIFF SUSAN KALLEN'S RESPONSES TO DEFENDANT CRC' FIRST SET OF INTERROGATORIES

RESPONSE TO INTERROGATORY NO. 8:

Responding Party objects that the request is vague insofar as it does not state which version of NRC Chapter 107, and the particular obligations imposed by that version during a particular period of time, CRC is referring to. Given the variety of changes made to NRS Chapter 107 during the relevant period, further clarification is needed for Responding Party to be able to fully respond to this interrogatory. Responding Party further specifically objects to this interrogatory to the extent that requesting party interprets it as calling for information protected by the attorney/client privilege, or as attorney work product. No such information, if any, will be provided. Responding Party also specifically objects to the extent that this interrogatory assumes that a foreclosure trustee and a collection agency are mutually exclusive categories when under the relevant law foreclosure trustees may be deemed collection agencies because of their non-judicial foreclosure activities. See, e.g., Reese v. Ellis, Painter, Ratterree & Adams LLP (11th Cir. 2012) 678 F.3d 1211. 1217-1218 ["A communication related to debt collection does not become unrelated to debt collection simply because it also relates to the enforcement of a security interest. A 'debt' is still a 'debt' even if it is secured."].) CRC's own documents show that CRC admits it was soliciting and collecting payments on delinquent debt owed to the client-lenders. Even the straight and simple statutory foreclosure process, by itself, constitutes debt collection. Glazer v. Chase Home Fin. LLC (6th Cir. 2013) 704 F.3d 453, 455; Wilson v. Draper & Goldberg (4th Cir. 2006) 704 F.2d 453, 455. Alaska Trustee LLC v. Ambridge (Alas. 2016) 2016 Alas. LEXIS 23.

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INTERROGATORY NO. 9:

For each request for admission in California Reconveyance Company's First Set of Requests for Admission to Plaintiff Susan Kallen in which you did not respond with an unqualified admission, describe in detail the factual basis of your response.

PLAINTIFF SUSAN KALLEN'S RESPONSES TO DEFENDANT CRC' FIRST SET OF INTERROGATORIES

27 28

RESPONSE TO INTERROGATORY NO. 9:

Responding Party objects that, based on the Discovery Commissioner's rulings at the September 21, 2016 hearing in this matter, Plaintiffs' understanding is this interrogatory needs to be revised into separate interrogatories as to each request for admission and re-served by requesting party. If requesting party disagrees, please meet and confer further with Responding Party's counsel.

Dated: September 22, 2016

LAW OFFICE OF NICHOLAS A. BOYLAN, APC

By: /s/ Nicholas A. Boylan

Nicholas A. Boylan, Esq. Attorney for Plaintiffs

PLAINTIFF SUSAN KALLEN'S RESPONSES TO DEFENDANT CRC' FIRST SET OF INTERROGATORIES

EXHIBIT A-6

California Reconveyance Company

9200 Oakdale Avenue Mail Stop: CA2-4379 Chatsworth, CA 91311 800-892-6902

In compliance with NRS 107.080 1.) the Trustee offers the following information:

Contact for a person with authority to negotiate a loan modification on behalf of the foreclosing lender: Oscar R. Linares, (818) 775-3793 and Local housing counseling agency approved by the United States Department of Housing and Urban Development: Acorn Housing, (702) 384-3022/www.acornhousing.org.

Accompanying this is a statutory notice required by the law of the state in which the real property is located to initiate a foreclosure against the real property. You should carefully review the notice and contact California Reconveyance Company at 800-892-6902 to discuss the amount necessary to reinstate or pay off your loan.

This communication is an attempt to collect a debt and any information obtained will be used for that purpose. This communication is from a debt collector.

EXHIBIT A-7

APN#: 138-09-412-010

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

Inst #: 201101210000120
Fees: \$15.00
N/C Fee: \$0.00
01/21/2011 08:01:48 AM
Recelpt #: 649077
Requestor:
SPL INC - LA
Recorded By: GWC Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

Space above this line for recorder's use only

Title Order No. 110036357-NV-MAI <u>Trustee Sale No. 145082NV</u> Loan No. 0687161018

ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to Wells Fargo Bank, N.A. as Trustee for Wamu Mortgage Pass-Through Certificates Series 2005-PR1 Trust all beneficial interest under that certain Deed of Trust dated 11-15-2004 executed by SUSAN E KALLEN, AN UNMARRIED WOMAN, as Trustor; to CALIFORNIA RECONVEYANCE COMPANY, as Trustee; and Recorded 11-24-2004, Instrument 0000791, Book 20041124, Page N/A of Official Records in the Office of the County Recorder of CLARK County, Nevada.

TOGETHER with the note or notes therein described and secured thereby, the money due and to become due thereon, with interest, and all rights accrued or to accrue under said Deed of Trust including the right to have reconveyed, in whole or in part the real property described therein.

Property Address: 3417 BEDFORDSHIRE PL

LAS VEGAS, NV 89129

Title Order No. 110036357-NV-MAI Trustee Sale No. 145082NV Loan No. 0687161018

Date: January 20, 2011

JPMorgan Chase Bank, National Association, successor in interest to WASHINGTON

MUTUAL BANK, FA

Colleen Irby, Officer

STATE OF CALIFORNIA COUNTY OF LOS ANGELES

On January 20, 2011 before me, Jessica Erin Snedden, "Notary Public," personally appeared <u>Colleen Irby</u> who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Lesse (Seal)

JESRICA ERIN SNEDDEN
COMM # 1858761
NOTANY PUBLIC CALIFORNIA
LOS ANGELEN GOUNTY
NY COMM. EXP. JULY 24, 2013

CERTIFIED.COPY: THIS
DOCUMENT IS A TRUE AND
CORRECT COPY OF THE
HECOMOBUL DOCUMENT MINUS
ANY MEDICATED PORTIONS

APR. 0 4. 2016

Debbie Century

EXHIBIT A-8

this side is adupticate of the other side of the paper.

"STATE OF NEVADA. FORECLOSURE MEDIATION PROGRAM ELECTION/WAIVER OF MEDIATION FORM

(To be filled our by Trustee)
PROPERTY ADDRESS: 3417 BEDFORDSHIRE PL

LAS VEGAS, NV 89129

APN: 138-09-412-010 DOT: 11-24-2004 Book/Inst: 0000791, 20041124, N/A TRUSTEE: CALIFORNIA RECONVEYANCE COMPANY TS#: 145082NV

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 tesult 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.

Your Name(s): Susan Kallo Address: 3417 Besternstura Place Las Vesas My 59129	Co-owner's Name: Address:			
Phone No. (702 653 - ABle) (telephone) () (cellular): Brail: Sekalleng contiblitie as t	Phone No: () Email:	(telephone) (öëllular)		
PLEASE SELECTION 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 Bunkruptcy proceeding? If so, date filed? WATVER 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 CORES OF THIS FORM, AND FORWARD ONE TO THE MEDIATION ADMINISTRATOR 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 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 EXENLOPE THAT WAS ENCLOSED WITH THIS FORM.

EXHIBIT A-9

STATE OF NEVADA FORECLOSURE MEDIATION PROGRAM **MEDIATOR STATEMENT**

PART 1: SIGN-IN SHEET		120 . 2 . 112 . 11
The state of the s		APN: 138-09-412-010
<u>Mediator:</u>	Name:	Barban Johnston
	Contact Info.:	Email Telephone #
Homeowner(s) (Grantor):		Susan Kallen & Sugar Kallan & Signature
	Contact Info.:	Select Conferent link, not (202)659-0896 Email Telephone #
	Participated:	☐ In Person ☐ By Telephone
Homeowner(s) (Grantor):	Name:	
	Contact Info.:	Signature
	Participated:	Telephone #
Homeowner Atty, or Rep:	Name:	LJ 5) recoptione
NV Bar/NRS 645F License #	Contact Info.:	Print Signature Email Telephone #
	Participated:	☐ in Person ☐ By Telephone
Lender (Beneficiary):	La 27 Tolopi	
	Contact info.:	Print: Signature C/o Cooffr CASTLE LLP Email Telephone #
	Participated:	☐ In Person ☐ By Telephone
Lender Atty, or Rep:	Name:	Vu 10
NV Bar/NRS 645F License #	Contact Info.:	Print Signature Vite Office M. (a.M. 707) 435-4175 Email Telephone #
	Participated:	☐ By Telephone
Other:	Name:	
	Contact Info.:	Print Signature Email
	Participated:	☐ In Person ☐ By Telephone

If needed, a separate sheet may be utilized for additional attendees.

The attending parties are signing this sheet only to <u>memorialize their presence</u> at the mediation. If an agreement is reached, the parties will be requested by the mediator to execute the agreement section of this Mediator Statement, which will outline the basic terms agreed upon at mediation. Neither the mediator nor the mediation administrator may be compelled to testify in any subsequent proceedings regarding the contents of an agreement.

Mediator Statement

© 2010 Nevada Foreclosure Mediation Program

1 of 8

STATE OF NEVADA FORECLOSURE MEDIATION PROGRAM

MEDIATOR STATEMENT

HOMEOWNER'S NAME: Susan Kallen	BENEFICIARY: J.P. Morgan				
CO-OWNER'S NAME:	TRUSTEE: California Reconsegence				
ASSESSOR PARCEL NUMBER (APN) 138-09-412-010 TS# 14508.2 NV					
PROPERTY ADDRESS 3417 Belfordshire Pl	Loan # 0687/6/0/8				
Las Vogas, NV 89129	DoT Doc # 145082NV				
В	ook#: <u>000079/</u> Page# 2004/24 Inst#				
• If no mediation is held: Please ensure the Mediation Summary, Mediation Certification and Mailing Certification (Parts 2, 2A & 4) are completed.					
 If no agreement is reached: please ensure the A and Mailing Certification (Parts 1, 2, 2A & 4) are com 	• If no agreement is reached: please ensure the Attending Parties, Mediation Summary, Mediator Certification and Mailing Certification (Parts 1, 2, 2A & 4) are completed.				
 if an agreement is reached by the parties: please ensure all applicable parts of this form are attached. 					
PART 2: MEDIATION SUMMARY (Please check all that apply)					
A Foreclosure Mediation was held on: Tuly 35	,2011				
A Foreclosure Mediation was not held (Explain):					
☐ Parties came to an agreement prior to mediation (E					
The Mediator files the following report of the media	tion (please check all that apply):				
The parties resolved this matter. If this box is marked, please complete PART 3: MEDIATION AGREEMENT.					
The parties participated but were unable to agree to a loan modification or make other arrangements.					
Lender (Beneficiary or designated representative) fa					
Lender (Beneficiary or designated representative) failed to bring to the mediation each document required. Please specify which document(s) were not provided: Question as to whether the Assignment to Doutche Brais was Required or whether there and an assignment by Wells Forgo - See attached Chirk Co. Instrument of Assignment					
Lender (Beneficiary or designated representative) d the loan.	id not have the authority to fully negotiate and modify				
Lender (Beneficiary or designated representative) falled to participate in good faith. Please explain:					
☐ Homeowner (grantor or person who holds the title or	f record) falled to attend the mediation.				
Homeowner (grantor or person who holds the title of record) failed to bring to the mediation each document required. Please specify which document(s) were not provided: <u>Lucrent 2 Pankstotements and a 4500 T staned and falled out</u>					
Homeowner (grantor or person who holds the title of record) failed to participate in good faith. Please explain:					
Other: Happelner Will Submit 4506 T+Z Bankstotements to SEE, Fisha qualifies Mediator Statement Fix HAMP & FUTERNAL Modified Mediation Program Is, Shewill Consider Short 2018 Sole or Deedin Live.					

STATE OF NEVADA FORECLOSURE MEDIATION PROGRAM

MEDIATOR STATEMENT

0	ADT	24.	MENI	ATOP	CERTIFI	CATION
ν,	AKI	ZA:	MEUL	AIUK	CERHE	LAIIUN

The Mediator hereby certifies, under the penalty of perjury, that the foregoing is true and accurate of the proceedings as required by NRS Chapter 107.

DATED this 25 day of July 2011

Mediator Signature: Barbara Ahaslon

Print Name: Barbara Johnston

Mediator Statement

© 2010 Nevada Foreclosure Mediation Program

3 of 8

All documents and discussions presented during the mediation are confidential except in an action for Judicial Review as set forth in the applicable State of Nevada Foreclosure Mediation Rules and MRS Chapter 107.

PART 3: MEDIATION AGREEMENT (Sections /	\-G)		
THE PARTIES AGREED TO THE FOLLOWING (Plea	ee Check all tha	t apply):	
A. RETAIN THE HOME	B. RELINOL	ASH THE HOME	
1. Reinstatement		Deed in Lieu of Foreclosure	
2. Repayment Plan	□2	Short Sale	
3. Extension		Voluntary Surrender	
4. ARM to Fixed Rate		Cash for Keys \$	
5. Amortization Extended		When:	
☐ 6. Interest Rate Reduction		Conditions:	
7. Principal Forbearance			
8. Other Forbearance	□ 5.	Gov't. Program:	
9. Principal Reduction		Other:	
☐ 10. Refinence ☐ 11. Temporary Modification			
Expiration Date:			
☐ 12. Permanent Modification			
13. Short payoff: \$			
When: Conditions:		•	
· ,			
14. Gov't. Program:		!	
☐ 15. Other:			. :
C. DETAILS			
	•		
Lender/Beneficiary will report the loan as pe	id in current sta	tus effective as of:	
Treatment of arrearages:	······································		
☐ Waiver of Fees and Penalties:			
Other treatment of fees/costs (list and outline	e details):		
Rescind Notice of Default:			
D. THE FOLLOWING TERMS REMAIN UNCHANGE	in (Dinana abas		***************************************
☐ The balance due as shown on beneficiary's	haske which '-	A AN AIRE SODIA"	
☐ The interest rate stated in the advised hade	www. Wilch is	· · · · · · · · · · · · · · · · · · ·	
The interest rate stated in the original Note,	Writeri is		
☐ The loan term stated in the original Note, wi	nich is		
Mediator Statement			_
● 2010 Nevada Foredice	ure Mediation Progna	n <u>'</u>	4 of

	Temporary Modification	Permanent Modification
. Loan Balance	Total loan balance shall be modified to	Total loan balance shall be modified to:
	Effective date	Effective date:
2. Interest Rate	Period 1	Period 1
	a. Interest rate will be temporarily modified to%	a. Interest rate will be temporarily modified to%
	b. Effective as ofmonths	b. Effective as ofmonths
		1
	Period 2	Period 2
	a. Interest rate will be temporarily modified to%	a. Interest rate will be temporarily modified to%
	b. Effective as of	b. Effective as of c. For the Period ofmonths*
3. Loan Term	There are monthly payments	There aremonthly payments
	remaining as of	remaining as of
	remaining as ofEnd Date:	remaining as of End Date:
4. Payment	Resulting initial payment: \$	Resulting Initial payment: \$
	Principal & Interest:\$	Principal & Interest:\$
	Escrow: \$	Escrow: \$
		F .
	Total:	Total:
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5 of 8

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Mediator Statement

F. DEFICIENCY & TAX LIAI	BILTY				
Please be advised that the mediator is not permitted to provide any legal or tax advice to the parties on any issues related to the mediation or the terms of any potential settlement agreement. It is suggested that the parties contact a licensed professional of their choice for legal or tax advice related to this mediation and any potential settlement.					
1. Deficiency:					
☐ The settlement ag	reement will include a provision walving a rustee/Beneficiary of less than the full am due on the loan.	iny deficiency resulting from count the Trustee/Beneficiary			
Comments:					
	r tax liability terms not mentioned abov details are as follows:	/e:			
(i.e. updated financial in	ingent upon the signing of other docum nformation; tax returns, divorce decree ovide a detailed list and/or attach:	nents and/or forms e, etc.)?			

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6 of 8

G. SIGNATURE OF PARTIES	
IN WITNESS WHEREOF, each of forth. The parties agree to separately prepare	f the participants in this mediation has executed this mediation agreement on the date set e and execute the documents necessary to accomplish the terms of this agreement.
Date	
	Homeowner (Grantor)
Date	
	Homeowner (Grantor)
Date	
	Homeowner's Attorney/Representative
Date	
	Lender (Beneficiary)
Date	
	Lender's Attorney/Representative
Date	
	Other (Please specify relationship to Lender or Homeowner)
Date	
	Other (Please specify relationship to Lender or Homeowner)

Mediator Statement

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7 of 8

PART 4: MAILING CERTIFICATION	
I hereby certify that I served the fore 20_//_, by placing true and correct copic following:	going Mediator Statement on the 25 day of July es thereof in the U.S. mail, postage prepaid, addressed to
Homeowner (Grantor): Susan Kullen 3417 Belfordahir H Les Veres, NV \$4129	Homeowner's Attorney/Representative:
Trustee: Colifernia Reconveyers	Trustee's Attorney/Representative: Va. V. No Cooper Cutte, LLP
Lender (Beneficiary): J.f. Morgan	Lender's Attorney/Representative:
Other:	Other:
	Signature: Borbara Johnston Print Name: Barbara Johnston Title: Mediator

Mediator Statement

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8 of {

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	From		CALIFORNIA RECONVEYANCE COMPANY	201101216000121	DEFAULT & ELECTION TO SELL		1/21/2011	138-09- 412-010		\$0.00

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EXHIBIT A-10

DISTRICT COURT

CLARK COUNTY, NEVADA

JEFFREY BENKO, a Nevada
resident; et al.,

Plaintiffs,

vs.

Case No. A-11-649857-C

QUALITY LOAN SERVICE CORPORATION, a California corporation; et al.,

Defendants.

VIDEOTAPD DEPOSITION OF PERSON MOST KNOWLEDGEABLE OF

CALIFORNIA RECONVEYANCE COMPANY

September 9, 2016

DEBORAH BRIGNAC

9:34 a.m.

333 South Hope Street
Los Angeles, California

REPORTED BY:

Lisa T. Owen

CSR No. 4475

1	APPEARANCES:
2	
3	For Plaintiffs, except for Antoinette Gill:
4	LAW OFFICE OF NICHOLAS A. BOYLAN, APC
5	BY: NICHOLAS A. BOYLAN, ESQ. 444 West C Street
6	Suite 405 San Diego, California 92101 619.696.6344
7	nablawfirm@gmail.com
8	i i
9	For Defendant California Reconveyance Company:
10	BRYAN CAVE BY: LAWRENCE G. SCARBOROUGH, ESQ.
11	Two North Central Avenue Suite 2200
12	Phoenix, Arizona 85004-4406 602.364.7137
13	lgscarborough@bryancave.com
14	
15	For Witness Deborah Brignac:
16	KIRKLAND & ELLIS LLP BY: JONATHAN M. WEISS, ESQ.
17	333 South Hope Street Los Angeles, California 90071
18	213.680.8155 jonathan.weiss@kirkland.com
19	
20	For Defendant MTC Financial, Inc. dba
21	Trustee Corps:
22	BURKE, WILLIAMS & SORENSEN, LLP BY: ALLAN E. CERAN, ESQ.
23	444 South Flower Street Suite 2400
24	Los Angeles, California 90071 213.236.0600
25	aceran@bwslaw.com

1	APPEARANCES (Continued):
2	
3	Also Present:
4	CARISSA NARCISO, Videographer DAN GOULDING, General Counsel,
5	Quality Loan Service
6	
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text describing your tenure at CRC. Am I 1 misinterpreting the Web page in any way? 2 MR. WEISS: I'll object to the form of the 3 4 question. 5 MR. SCARBOROUGH: Join. 6 THE WITNESS: Yes. There is information 7 regarding my employment with CRC. BY MR. BOYLAN: 9 All right. And I appreciate that. Can you direct me to that, please? Is it on the first page or 10 11 the second? Α The second. 12 13 And where exactly is it on the second page? Α The top of the second. 14 15 Q The very top. All right. So forgive me. Let's look at the bottom of the first page where it 16 says, "President." 17 Do you see that? 1.8 I do. 19 Α What were you the president of? I mean, what's 20 that refer to? 21 It would refer to California Reconveyance 22 23 Company. But there's no -- there's no reference to CRC 24 25 by name; correct?

1	MR. SCARBOROUGH: Well, I'll object to that.
2	It misstates
3	MR. BOYLAN: It's a question.
4	MR. SCARBOROUGH: the document.
5	MR. BOYLAN: She can answer it, if she
6	disagrees, Counsel.
7	MR. SCARBOROUGH: It misstates the content of
8	the document, Counsel.
9	MR. BOYLAN: Okay. That will be your
10	objection.
11	MR. WEISS: I join in that objection.
12	THE WITNESS: I'm sorry. If you can repeat the
13	question.
14	BY MR. BOYLAN:
15	Q And I apologize if I'm missing it. But is
16	there a reference that shows you were the president of
17	CRC? I don't see the word "CRC" on here. And I'm
18	asking you because I may, you know it could be that
19	I'm mistaken.
20	MR. SCARBOROUGH: And I'll renew my objection.
21	MR. WEISS: Join.
22	THE WITNESS: The words "California
23	Reconveyance Company" are not reflected. But the
24	description that's outlined on the top of page 2
25	describes my position with California Reconveyance

may have the right-to bring a count action to essen the nonexistence of a default or any other defense of Truefor to acceleration and Sale.

Page 4

g'S No.: NV:09-277551-RM Loan No.: Notice of Detault Page 2

To determine it reincialement is possible and the amount, if any, to core the detault, contact:

EMS Mergege Corporation O/O Challify Lean Service Corp. 2141 5th Avenue San Diego, CA 92101 519-645-7718

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. More that and hip, the fact that your property is inforeclosure, you may offer your property larkable provided the sale is concluded prior to the conclusion of the later loads.

Dasker: 4/20/2008

BY: LSH Title Company

BY:

Notary Public

If you have previously been discharged through bankruptcy, you may have been released of personal liability for this tean in which case this lense is intended to exercise the note holder's rights against the rest properly only.

THIS OFFICE IS ATTEMPTING TO DISLESS A DEBTAND ANY INFORMATION OSTAINED WILL SELISED FORTHAT PURPOSE

As required by law, you are hereby nighted that a negative credit report reflecting on your credit record may be authorited to a credit report against if you fall to fulfill the terms of your credit obligations.

Space of California
County of Orange
On April 30 before, no.

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(Danie Literias

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AP No(s): 463-17-218-008 Recording requested by:

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NOTICE OF TRUSTRE'S SALE

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A politic auxition colora the highest bidder for each, and had charlestrawn on Ketate or assistand book check drown by mote or federal proditionion, or a cleak threen by a state on declaral savings and loss nsusciation, er savinga asseriation, or savings bank apecified in Scotton 9102 to the Phancial code as it with selection to his incise in this state, will be hold by duly appointed trustee. The sale will be made, but without coverant or warranty, expressed or hundred regarding title, possession, or exceptal concest to pay the exmaining principal sum of the social schame by the Exected Topal, with inseres and interperatherean, as provided in the uniotal, advances, and at the terms of the Devil of Trust, interest thereon, fires, charges and expension of the Trustes for the exial amount (at the time of the billion publication of the Police of Sales teadapably estimated to be softlight below. The software may be greater on the day of sale.

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& ATHEOREM, Los Voyas, NV 80191

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SEED DAY DAWNSE

LAS YEGAS, NV 39140

This property is sold as-is, leader is tracks to validate the condition, defects or disclosure issues of said-

property and buyer waives the disclosure requirements under NRS'413.130 by perchaning at this sale and signing the receipt of sale. The undersigned Trustee disclaims any liability for any incorrectness of the property address or other common designation, if any, shown herein. If no street address or other common designation is flower, directions to the location of the property-may be obtained by sending a partner of the location of the property-may be obtained by sending a partner of the bandling that it is a sending the location of the location of the property-may be obtained by sending a partner of the location of the location of the property-may be obtained by sending a

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Quality4.000 Service Corp. 2131 Silt Avenue

San Diego, CA 97101

619-645-7711 For NON SALE information only

Sale Line: 714-730-2727 or Login to:

www.fidelityanap.com

YS # : NV 39-27(531-RM :

Reinstatement Unit 619-645-2211

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Trustee's Deed Upon Sale

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Date: 8/28/2009

QUALITY LOAN SERVICE CORPORATION:

Sw

Jennifol Gason, Assistant Vice President

Stitle of California () County of San Diago)

Licerally under PENALTY OF PERJUDY bades the laws of the State of California that the foreign paragraph is true-shaloconed.

WITHINGS my hand and official seal,

Signature ZZ (

(Seai)@

THIS OFFICE IS ATTEMPTING TO COLLECT A BEBT AND ANY INFORMATION DETAINED.
WILL BE USED FOR THAT PURPOSE.

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03/01/2005

14:18:48

T20050037642 Requestor:

ÁCCUDATA TITLE LLC

Frances Deane

KGP

Clark County Recorder

Pgs: 21

Assessor's Parcel Number: 162-04-311-026 Return To: AMERICAN MORTGAGE EXPRESS DBA MILLENNIUM FUNDING GROUP 805 BROADWAY SUITE 600 VANCOUVER, WA 98660

Prepared By:

Recording Requested By:

AMERICAN MORTGAGE EXPRESS FINANCIAL

MILLENNIUM FUNDING GROUP

NV 0501-11635 Charge Above This Line For Recording Data) ---

DEED OF TRUST

LOAN NO.:



MERS Phone: 1-888-678-8377

DEPINITIONS

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 together with all Riders to this document.

FEBRUARY 23, 2005

(B) "Borrower" is

PATTY SEGURA, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY

Borrower is the trustor under this Security Instrument. (C) "Lender" is AMERICAN MORTGAGE EXPRESS FINANCIAL DBA MILLENNIUM FUNDING GROUP

Lender is a CORPORATION organized and existing under the laws of CALIFORNIA

NEVADA-Single Family-Famile Mac/Freddie Mac UNIFORM INSTRUMENT WITH MERS

VMP-6A(NV) (0307)

Page 1 of 15

LENDER SUPPORT SYSTEMS INC. MERSGAND NEW (08/08)

Form 3029

Lender's address is		
805 BROADWAY SUITE 600, VANCOI	JVER, WA 98660	
(D) "Trustee" is		•
ACCUDATA TITLE	STORY OF THE STORY	is a confincte community that is
ACCOUNTS THE (6) *MERIS* is Mongage Electronic acting solely as a monitore for Lender	Registration Systems, the wines	cions MERS is the bineficiary
acting solely as a material for Length under this Security Instrument. MFR	robar sames a managares of S	the laws of Delaware, and has an
address and telephone number of P.O.	80x 2H28. FEM. IVI 40.701-2020,	tor (one) or a territoria
(k) "Note, thesias the bromised A non-	signed by Bustower and dated	FEBRUARY 23, 2005
		0
THE MORE STATES THAT BOTTOMES DANS THE	ND BOUGGEXXXXXXXX	NANANA Dollars
s and the least state and washing and States	Annual Deservator bas straintist!	to pay this debt in regular Periodic
N. C.	Section 50 & 200 E 20 200 1	•
(Q) "Licherth, means the broberth in haloseus and to hall me dept to part in	at in described below under the I	cessing "Transfer of Hights in the
'90'		
art "I can" means the debt evidenced	by the Note, plus interest, any pr	epayment charges and late charges
a service of the deal of the service	naas mie Sammy mismanna, ma	8 1810/84/94 5
due under the Note, and an sums due of (i) "Riders" means all Riders to this	Security instrument that are executively	and of construction and
Riders are to be executed by Borrower	Condominium Rider	1-4 Family Rider
XXI Adjustable Rate Rider	Planned Unit Development Rider	
Committee of the contract of t	Rate Improvement Rider	Second Home Rider
	AYMENT RIDER	
(VVI Ducida) (Special)		
(J) "Applicable Low" means all co	man Stime in Michilla Padicinal 2121	e and local statutes, regulations,
(3) "Applicable Law" usesse and co- ordinances and administrative rules at	d orders that have the tiffet of l	law) as well as all applicable flial.
And the state of t	Fees, and Assessments ^a means a	l thes, fees, ussessments and other
cparties that and indrosed on gornor (9) "Community vacaristing trace,	ver or the Property by a couch	mission association, tenusowasis
(L) "Electronic Funds Transfer" w		
or credit an account. Such term must machine irancactions, transfers min	ated by telephone, wire transfi	ets and summent elementanese
1000 A 0 8 6 8 6		
(M) "Escroy Reme" regars those iten (S) "Miscellaneous Frocecid" nicate		want of damages, or proposeds paid
Brogery; (iii) conveyment in light of	condemnation; or (iv) misreprese	ntations of, or omissions as to, the
value and/or condution of the respect. (O) "Mortgage Insurance" means in	surance protecting Lender agains	t the normayment or, or detain out,
the Linn. (P) "Periodic Payment" means the ri	isintarin eshebidek masant dar fir	r (i) principal and interest under the
(b) Listings (g) and submits unger got	sion 3 of this Security Instrument	
sander hind his mit meesting arreas mes	entropy of the straight of the state of the straight of the state of t	100 Maring
NINED CEONIUS (MICH	Page 2 of 15	Form 3029 1/01

(Q) "RESPA" mestes the Real Estate Sentement Fracedures Act (13 U.S.C. Section 2601 et seq.) and its implementing regulation. Regulation X (24 C.F.R. Part 3500), 38 they might be unesided from time to time, or my additional or successor legislation or regulation that governs the substitutional or successor legislation or regulation that governs the substitutions dust are imposed in regard in this Security Instrument. "RESPA" refers to all requirements and restrictions dust are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related university to an under RESPA.

toan under KESTA.

(R) "Successor in Interest of Borrower" means any party that him taken risle 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 teneficiary 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 become to Lender (i) the repayment of the Loan, and all reasons, extensions and qualifications of the Mote and (ii) the performance of Borrower's operants and speciments under this Security Instrument and the Note. For this purpose, Borrower inevaluably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the COUNTY [Type of Recording Invisitional Information of CLARK [Name of Recording Jurisdiction]:

LOT FORTY ONE 1441 IN BLOCK FOUR IN OF GLEN HEATHER ESTATES UNIT NO. 4, AS SHOWN BY MAP THISTED ON FILE IN BOOK 8 OF PLATS, PAGE 9, IN THE OFFICE OF THE COUNTY RECORDER OF CLASE SOUNTY. NEVABA.

Parcel ID Number: 162-04-311-025

which currently has the address of

1801 LOCH LOMOND WAY

(Street)

LAS VEGAS

(City), Nevada

89102

02 [Zip Cods]

(Property Address"):

TOGETHER WITH all the improvements now or beseafter exected on the property, and all casements, approximates, and futures now or beceafter a part of the property. All replacements and casements, approximates, and futures now or beceafter 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 Security Instrument; but, if necessary to comply with law or to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with law or to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with law or costom, MERS (as nomines for Lander and Lander's successors and assigns) has the right; to exercise any on all of those interests, including, but not finited to, releasing and canceling this Security take any scales required of Leader including, but not limited to, releasing and canceling this Security take any scales required of Leader including, but not limited to, releasing and canceling this Security

Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for ensurably angests.

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of record. Regrower warrants and will defend generally the fills to the Property against all claims and demands, subject to any encombrances of record,

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with finited variations by jurisdiction to constitute a uniform accurity instrument covering real

property.

UNIFORM COVERANTS. Borrower and London forement and agree as follower.

I. Payment of Principal, Interest, Escrow Rens. Prepayment Charges, and Late Charges.

I. Payment of Principal, Interest, Escrow Rens. Prepayment Charges, and Late Charges.

Borrower shall pay when due the principal of, and interest on the delt evidenced by the Note and any prepayment charges and late charges the made the Note. Borrower shall also pay funds for Escriv terms prepayment of Section 3. Payments due indict the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by London as payment under the Note or this currency. However, if any check or other instrument received by London as payment under the Note or this currency. corriery. However, if any cases or other instrument received by Lender as payment inster the Piote of the Security Instrument is returned to Lender sugaid, Lender may require that any or all subsequant payments and under the Note and this Security Instrument be made in one of one of the following forms, as indeed by Lender: (a) cash: (b) money order; (d) certified check, bank check, resource's check or cashier's check, provided say such check is drawn upon an institution whose deposite are insured by a cashier's check, provided say such check is drawn upon an institution whose deposite are insured by a federal agency, instrumentality, or entire; or (d) Ejectronic Funds Transfer.

Payments are decreased received by Londer when received at the location designated in the Note of at the location as made by destinated fix I enter in accordance with the notice ministers in Section 13.

Payments are deemed received by Londer when received at the location designated in the Bone or at such other location as may be designated by Londer in accordance with the notice provisions in Section 15. Lender may example any payment or partial payment or partial payment are insufficient to bring the Lonn current. Lender may assept any payment or partial payment insufficient to bring the Loan current. Lender may assept any payment or partial payment insufficient to bring the Loan current. Without wriver of say rights benefinder or projudice 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 payments in the future. But Lender is applied as if its scheduled due date, then Lender beed not pay interest on unapplied funds. Lender may had such mapplied funds until formover makes payment to bring interest on unapplied funds. Lender may had such mapplied funds until formover makes payment to bring interest on unapplied funds. Lender they had such a reasonable period of time, Lender shall either apply the Logic current. If floor inpution deather, such funds with be applied as the incommon principal balance under the Norce immediately prior to forestown. No officer or claim, which floorower might have now or in the future against Lender shall relieve floorower from making payments due under the floor. the Note and this Security Instrument or performing the coverants and agreements seemed 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: (4) interest due under the Note: (b) principal due under the Note: (c) amounts due under Section 3. Such payments shall be applied to such Periodic Payment in the order in which it became due. Any remaining smoothes chall be applied first to late charges, sected to any other amounts due under this Security Instrument, and then to recture the principal belance of the Note.

If Lender receives a payment from Corrower 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 the liter observe. If induce that one Beriodic Payment is inextending. Lender may aprily any counter received the liter observe. If induce that one Beriodic Payment is inextending.

the line absolve. If inode than one Periodic Payment is increaming, Lander may apply any payment received from Borrawer to the repayment of the Periodic Payments if, and to the extent that, each payment received paid in fulf. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, and excess may be applied to any bate thanges due. Voluntary prepayments shall be applied from or my prepayment charges and that as described in the five.

Any application of payments, incurance proceeds, or Miscellancom Proceeds to principal doe under

Any application of payments, incinance proceeds, or Miscellaneous Proceeds to principal due under the Rice shall not exend to pospone the due date, or change the amount, of the Periodic Payments.

3. Finally for Excrew Rema. Borrower shall pay in Lender on the day Periodic Payments are due under the finite, which the Note is paid in full, a tom (the "Funds") to provide for payment of appoints the fort, (a) taxes and assessments and other rems which can attain priority over this facturity instrument as a for (a) taxes and assessments and other rems which can attain priority over this facturity instrument as a for a sociambratic on the Property; (b) teached payments or ground rems on the Property, I aby (c) bein or sociambratic on the Property; (b) teached payments or ground rems on the Property, I aby (c) premiums for any aid all insuisace required by Lender noder Section 5; and (d) Mortgage Insurance premiums by accordance beying the borrower to Lender in lieu of the psymmum of Mortgage Insurance premiums by accordance with the provisions of Section 10. These hems are called Tecrow Insurance premiums by accordance with the provisions of Section 10. These hems are called Tecrow Insurance Insurance provision of at any time during the term of the Load, Lender may require that Community Accordance by Fees, and Assessments, II any, be excrewed by Borrower, and such those, fees and accessions Dies. Fees, and Assessments, II any, be excrewed by Romower, and such those, fees and be paid under this Section. Borrower shall promptly furnish to Lender all potices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Recrow tiens unless Lender varies. he paid ands this Section. Bostower shall pay Lender the Panels for faction teems unless Lender watyes

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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 Excrew heme at any time. Any such waiver may only be in wearing. In the event of such waiver, florrower shall pay directly, when and where payable, the amounts the for any Escrew Leme for which payment of Finds has been volved by Lander and, if Lander requires, shall furnish to Lender receipts evidencing must payment within much time period in Lender may require. Borrower's obligation to make south insyments and to provide receipts shall for all purposes be decrease to be a covening and agreement contained in this Security Instrument, as the phrase "covening and agreement" is used in Section 9. If Borrower is obligated to pay Escribe Items directly, pursuant to a waiver, and Bourbosier falls to pay the anyone this for an Escrow lieft. Limber judy exercise us rights upder Section 9 and pay such amount and florrower shall then be obligated upder Section 9 to repay to Lender any such unitains. Leader may respice the wriver as to any he all Escrew heats at any time by a notice given in accordance with Section 15 and, upon such revocation, Bostower shall pay to Leader all Publis, and in such amounts, that are then obtained under this Section 3.

Lender may, at any time, reliect and hold Funds in an amount (a) sufficient to permit Lender to apply the Fonds at the time specified under RUSPA, and (b) not to exceed the transcount amount a louder can require under RESPA. Lender shall estimate the amount of Pands due on the basis of current dam and reasonable estimates of expenditures of future Escrew Roms or otherwise in accordance with Applicable

The Funds shall be held in an institution whose deposits are insured by a federal agency. instrumentality, or emity (including Lender, if Lender is an institution whose deposits are so insured) or in any Pederal Home Loan Bank. Lender shall apply the Funds to pay the Learon items no later than the time specifical under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escion account, or verifying the Escrow Lenne, unless Lender pays Borrower interest on the Pands and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires laterous to be poid on the Funds, Lender shall not be required to pay Borrower my hiterest or entrings on the Funds. Borrower and Lember can agree in writing, however, that interest shall be paid on the Funds. Leader shall give to Borrower, without charge, an amoust accounting of the Funds as required by RESPA.

If there is a surplus of Punds held in escrew, so defined maler RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. It there is a shortage of Funds held in escrow. as defined under RESPA, Lander shall mairly Bottower as required by RESPA, and Borrower shall pay to Lender the support necessary to make up the shortage to accordance with RESPA, has in no more than 12 monthly payments. If there is a deficiency of Ponds held in escrew, as defined under RESPA, Lender shall untily Borniwer is required by RESPA, and Borrower shall pay to Lember the pravate necessary to make up the deficiency in accordance with KESPA, but in an more than 12 monthly payments.

Upon payment in full of all sums secured by thin Security lindunient, Linder shall promptly refund

to Borrower any Funds beld by Lender.

d. Charges; Liens. Borrower shall pay all pares, assessments, charges, fines, and impositions anyibusable to the Property which can amin priority over this Security Instrument, leasthold payments or ground rapts on the Property. If any, and Community Association Duck, Fees, and Assessments, If any. To the extent that these being are fixeness being. Horrower shall pay them in the inquire provided in Section I;

Borrower shall promptly discharge any tien which has priority over this Sountity instrument unless Borrower: (a) agmes in writing to the payment of the obligation secured by the lien in a manner acceptable is Lender, but only so long as Bornisser is performing such agreement: (b) concests the figurin good built by, or defends against enforcement of the lim in, legal processings which in Lender's opinion operate to because the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) accures from the holder of the lieu an agreement satisfactory in Lender subscribnating the tien to this Security Institutions. If Leader descriptions that any part of the Property is subject to a lieu which can ausin priority over this Security Instrument, Lender may give Universe a source identifying the

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lies. 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 Luan.

5. Property Insurance Bourover shall keep the improvements now existing or becauter erected on the Property insured against loss by thre, hazards included within the term "extended coverage," and my wher basards including, but not kinded as, earthquakes and floods, for which Lender requires bisurance; This insurance shall be maintained in the anaming finehoding deducable levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding semences 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 disapproye Boccover's choice, which right shall not be expressed incressonably. Lender may require Berrower to pay, in connection with this Loan, either (a) a one-time charge for flood most description, conflication and tracking services; or (b) a one-time charge for Nord wore determination and certification services and subsequent charges each time tempology or similar charges occur which reasonably might affect such determination or certification. Burrower shall giso be responsible for the payment of any first imposed by the Federal Emergency Management Agency in connection with the review of any flood cane descrimation resulting from an adjection by Bormwer.

If Borrower fails to maintain any of the coverages described above, Londer may obtain insurance coverage, at Landor's option and Borrower's expense. Leader is under its withgation to purchase any particular type or aminim of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Decrewer, Boundwer's equity in the Property, or the contents of the Property, against any risk, hazind or liability and might provide greater or lessor coverage than was previously in effect. Romower not now ad because that the total of the incinence coverage so obtained unight algorithments curred the cost of insurance that Borrawer could have obtained. Any amounts distorated by Lender under this Section 5 shall become additional debt of Bormwer secured by this Security limitation. These surrounds shall bear interest at the News rate from the date of disbursement and shall be physide, 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 morngage clause, and shall name Lender as mortgages and/or as an additional loss payes. 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, Londer 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

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the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Burrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Burrower does not respond within 30 days to a notice from Leinles that the insurance carrier has offered to settle a claim, then Lander may magniful 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 Session 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's eights to any immunice proceeds in an absount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights lother from the right to any refued of uncurred premiums paid by Borneset) under all insurance policies covering the Property, insofar as such rights are applicable or 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 dos.

6. Occupancy. Borrioser shall occupy, enablish, and use the Property is Barrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to necupy the Property as Sorrower's principal residence for at least one year after the date of occupancy, unless Leader otherwise agrees in writing, which consent shall not be untrasonably withheld, or unless extenualing

circumannes exist which are beyond Barrower's courst.

7. Preservation, Maintenance and Protection of the Property: Impections. Romower skull not destroy, damage or hopsis the Property, allow the Property to deteriorate or commit waste on the Property. Whather 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 he condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible. Borrower shall promptly repair the Property is damaged to avoid further deterioration or damage. If insurance or condennation proceeds are poid in connection with damage to, up the taking of, the Property, Bossower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may dishered 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 resume 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 Borrowse waice as the time of or prior to such an inverior inspection specifying such reasonable cause.

S. Borrower's Loan Application. Decrower 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 crusent gave materially tales, minisating, or insecurate information or statements to Lunder for failed to provide Leader with untertal information) in connection with the Loan, Material representations include, but are not limited to, representations concerning Barrower's escupaicy 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 fills to perform the covening and agreements contained in this Security Instrument. (i) there la a legal proceeding that might eignificantly affect Lember's interest in the Property and/or rights under this Seepalty Institution (such as a proceeding in bankrupucy, publishe, for condemnation or forfeithis, for enforcement of a lien which may main priority over this Security Instrument of 10 enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lander may do and pay for whenever is reseasable or appropriate to project Leader's interest in the Property and rights under this Security Insurances, including protecting and/or assessing the value of the Property, and meaning and/or repairing the Emperty. Lender's actions can include, but are not limited to: (a) paying any some secured by a hen which has priority near this Security Instrument, (6) appearing in court and (6) paying reasonable

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attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a binkrapicy proceeding. Securing the Property includes, but it not limited to community the Property to taske repairs, change links, replace or board up doors and windows, desire waster. from papes, eliminate building or other code violations or designous conditions, and have utilities consed on or off. Although Lender may take action under this Section 9, Lender docs not have to do so and is obtained off. under any duty or obligation to do so. It is agreed that Lender incors no liability for not paking any or all pedins audiorizest under this Section 9.

Any anamus disbursed by Londor under this Santon 9 shall become additional debt of Borrower secured by this Sections Instrument. These amounts shall bear interest at the Note rate trum the date of distinguished 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, it morrower acquires fee sittle to the Property, the leasehold and the fee title shall not merge unless

Lender agrees to the merger in withing.

16. Mortgage Insurance. If Lender required Mortgage Distrince as a condition of making the Losis. Borrower shall pay the premiums required to maintain the Morrgage Lusurance in effect. If, for any reason, the Morigage incorance coverage required by Lender ceases to be available from the mortgage insurer that bicklonels knowing roop inturace and pontoner was reducing to make asburnels quantitied bilingers previously programs some inputation and accurate was required at many appearance to an accurate to the formula for Mortgage Insurance, Bornwer shall pay the previously required to obtain soverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Bostower of the Mortgage Insurance previously in effect, from an absorbic prortgage theorem selected by Lender. If substantially equivalent Mortgage Incorporate coverage is not available. Borrower shall cominue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage coused to be in effect. Londer will accept, use and reman these paymong as a non-refundable lass reserve in lieu of Mangage Insulance. Such loss coserve shall be non-refinished, nonvitheranding the fact that the Loan is ultimately paid in hall, and Leader shall not be regulest to pay Borrower any Interest of cardings on such loss course. Londer can no longer require loss reactive behaviour it Mortgage incurance coverage (in the motion and for the period that Lender requires) provided by an insurer selected by Louder again becomes available, is obtained, and Lender equires separately designated psyments toward the premiums for Montgage Insurance. If Lender required Montgage because as a condition of making the Loan and Bostower was required to make separately designated lusurance as a condition of making the Loan and Bostower was required to payment toward the premiums for Mortgage Insurance. Bostower shall pay the premiums required to mainiam Morigage l'iscrance in effect, of 10 provide a non-refundable loss reserve, until Leades's requirement for Mongage luctumes 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 floringer's obligation to pay interest at the rate provided in the Note.

Musigage Insurance reimburses Lender for any emity that purchases the Note) for certain lossest it may been if Borrower does not repay the Luan as agreed. Dorrower is not a party to the Mortgage

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

As a result of these agreements, Leither, any purchaser of the Stote, mother incurer, any reinsurer any other emity, or any affiliate of any of the integring, may televive (directly or indirectly) amounts that derive from for might be characterized at) a portion of Borrewer's payments for blurgage insurance, in excharge for sharing or machiging the manusage insurer's risk or reducing losses. If such agreement provides dust an addition of Lender takes a share of the insurer's risk in exchange for a chare of the premiums paid to the insurer, the arrangement is often termed captive reinsurance. Purform

(a) Any such agreements will not effect the amounts that Borrower has agreed to pay for Martyage Insurance, or any other terms of the Lann. Such agreements will not increase the amount Borrower will one for Martgago Insurance, and they will not entitle Norrower to any refund.

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(b) Any such agreements will not affect the rights Borrover has . If any - with exspect to the Mortgage becarance 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 Murizage insurance, to have the Mortgage insurance terminated automatically, unifor to receive a refund of any Morigage insurance premiums that were unearned at the time of such cancellation or terminmion.

11. Assignment of Miscellangous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby

assigned to and shall be paid to Linder.

if the Property is definiged, such Miscellancous 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 lessowed. During such repair and restoration period, Lender shall have the right to hold such Misselfaneous Proceeds until Lender has lead an opportunity to inspect such Property to cleante the work has been completed to Lender's sudsfaction, provided that well inspection shall be undertaken promptly. Lender may pay for the require and restoration in a single disbursament of in a score of progress payments as the work is completed. Unless su agreculent is made in writing or Applicable Law requires interest to be paid on such Miscelluneous Proceeds, Lender chall not be required to pay Botrower any incress or expanses on such Miscellansous Proceeds. If the restoration or repair is not economically feasible or Landor's security would be lessened, the Miscellaneous Proceeds shall be applied to the some secured by this Security inclument, whether or not then thue, with the excess, it may, paid to Borrower. Such Misselfaneous Proceeds shall be applied in the circler provided for in Section 4.

In the event of a total taking, destruction, or loss in value of the Phoperty, 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 Economer.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property manadiately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums accured by this Security Instrument incombinely before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums seemed by this Security Instrument shall be reduced by the amount of the Muzellaneous Proceeds multiplied by the following limition: (a) the total amount of the gons accured immediately before the public by the following, or his in value divided by (b) the fair market value of the Property immediately partial taking, destruction, or his 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 Parrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market order of the Property immediately before the partial taking, destruction, of loss in value is less than the summer of the cause secured immediately before the partial taking, destruction, or loss in value, unders amount of the cause secured immediately before the partial taking, destruction, or loss in value, unders amount and Lender otherwise agric in writing, the Miscollaneous Proceeds shall be applied to the same Borrower and Lender otherwise agric in writing, the Miscollaneous Proceeds shall be applied to the same

secured by this Security Instrument whether or wit the sums are then due.

If the Property is abandoned by Bornswer, or if, after notice by Lender is Bornswer that the Opposing Party (as defined in the next sentence) aftery to make an award to sente a glaim 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 restocation or repair of the Property or in the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means die third party dut ower Bortower Miscellageous Proceeds or the party against whom Boprower lass a right of action in tegard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whiches civil or criminal, is begon that, in Leader's judgment, could result in inferiors of the Property or other natural impairment of Leader's interest in the Property or rights ander this Security Instrument. Burnower can care such a default and, if acceleration has occurred, estuatate as provided in Section 19, by causing the action or processing to be dismissed with a riding that, in Leader's judgment, precludes forteinne of the Property or other material Impairment of Lecoler's interest in the Property or eights under this Security instrument. The proceeds of my award or chim for damages that are attributable to the impairment of Conter's interest in the Property are hereby assigned and shall be paid to Lender.

All Missellaneous Procesus that are not applied to restoration or repair of the Property shall be

applied in the order provided for in Section 2.

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12. Borrower Not Released; Forbearance By Lember Not a Waiver, Existission of the time for payment or modification of americation of the come secured by this Security Instrument gracted by Lender in Bortower or any Successor in Inferest of Bornower shall not uperage to release the Hability of Bertower or my Successors in Interest of Butrowsi. Lender shall not be required to commence proceedings against my Successor in Lucius of Borrower or to refuse to extend time for payment or otherwise monthly amendization of the sums secured by this Security Informment by mason of my deniand made by the original Bistower of any Surveyous in lucrest of Borrower. Any forbearance by Lunder in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, collides or Successors in Indicest of Burrower or in anxional less than the amount then thus, shall not be a waiver of or

preciode die exercise of any right of remedy. 13. Ioint and Several Liabibity, Co-signors, Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and Hability shall be joint and several. However, any Borrower who co-signs this Security Instruction but does not execute the blote (a "cu-signer"); (a) is to signing this Security Instrument ordy to mortgage, grant and courty the su-eigner's interest in the Emperty under the tearns of this Security Instrument. (b) is not personally obligated to pay the state secured by this Security instructions; and (c) agrees that Lender and any other Burrower can agree to extend, modify, horbest of make any neconomicidations with regard to the terms of this Security Instrument or the Nore without the

ch-signer's ponsent.

Subject to the provisions of Section 18, any Successor in Inserest of Burrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Seriower's rights and benefits under this Security Instrument. Borower shall not be released from Borrower's obligations and flatifity under this Security locuraneat unless Lender agrees to such telesse in writing. The covernme and agreements of this Scounty Instrument shall final (except as provided in

Section 20) and behelft the successors and useigns of Lember.

14. Loan Charges, Lender may charge borrower fees for services performed in connection with 14. Loan Charges, Lender may charge borrower's forest in the Property and rights under the Borrower's default, for the puspose of protecting Lender's interest in the Property and rights under the Security Instrument, including, but but implied to, unmovers' 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 tee to Borrower shall not be construed as a probibition on the charging of such fee. Lender may not charge

fore thin are expressly prohibited by this Security Instrument or try Applicable Law.

If the Loan is subject to a law which serving council can charges, and that hiw is finally interpresed so that the interest of other loss charges collected or to be collected in connection with the Loss exceed the permitted finalis, them (a) any such loss charge shall be reduced by the amount necessary in reduce the charge to the permitted high; and (b) any sums already collected from Benravaer which exceeded permitted limits will be refunded to Benrawer. Lendor may choose to make this refund by reducing the principal qued united the Note of by making a direct payment to Bostover. If a retunit reduces principal, the reduction will be treated as a partial prepayment without any propayment charge (whether or not a reduction will be treated as a partial prepayment charge in provided for under the Sinic). Barrower's acceptance of any such relund needs by direct payment to Buriower will constitute a waiver of any right of action Burnower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lamier in connection with this Security Instrument must be in writing. Any notice to Bostower in connection with this Security Instrument shall be decired to have been given to Bosower when maked by first class mall or when actually delicened in Bosower's porice address if sear by other means. Notice to any one Borniver shall constitute under to all fortowers unless Applicable Law expressly requires otherwise. The actics address shall be the Property Addressunless Berrower has designated a substitute notice address by hunce to Lender. Bormwer shall primpily milify Lender of Barnower's change of address. If Lender specifies a procedure for reporting Barnower's change of address, then Bollower shall only report a change of address through that specified procedure. These may be only one designated males address under this Security Instrument at any one time. Any nesses to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address nested begin quiess Lander has designated another address by notice to Borrower. Any notice in connection with this Security Instrument; shall not be desired to have been given to Lender until schoolly esistived by Lender. If any motive required by this Security historiaent is also required under Applicable Law, the Applicable Law requirement will satisfy the consesponding requirement under this Secusify instrument.

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16. Coverning Law: Severability: Roles of Construction. This Security languagest shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations commined in this Security Insuransent are subject to any requirements and limitations of Applicable Law Applicable Law sirght explicitly or implicitly allow the parties to agree by contract or it indglic be silient, but such silence shall not be construed as a prohibition against agreement by construct. In the event that any provision or clause of this Security Institutem or the Mote 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 Instruments (a) words of the masculine gender shall mean and include corresponding scarer words or words of the feminine gander; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sale discretion without any obligation to

take any action.

17. Borrower's Copy. Borrower shall be given one copy of the None and of this Security Instrument.

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

If all or any part of the Property of my loterest in the Property is sold or transferred for if Bourower is not a natural person and a beneficial interest in Borower is sold or transferred) without Lember's prior winen consent. Leader may require immediate payment in full of all come summed by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is poshibited by Applicable Law.

If Lander excreises this option, Lander shall give Rorrower notice of medication. The notice shall provide a period of not less than 30 days from the dute the notice to given in accordance with Section 15 within which Borrower must pay all super request by this Security Instrument. If Borrower falls to pay these small prior to the expiration of this period. Leader may brooks any remedies permitted by this

Security licitument without further notice or demand on Borrower.

13. Borrower's Right to Reductate After Acceleration. If Borrower meets versin conditions, Burposes shall have the right to have enforcement of this Security bearances discontinued at any time prior to the earliest of: (a) five days before sule of the Property surgicant to any power of sule contained in this Security Institution; (b) such other period as Applicable Law might specify for the termination of Borrower's right to evinciate; or (c) entry of a judgment colorsing this Security Instrument. Those conditions are that Borrower: (a) page Lender all sums which then would be due tinder this Security Insurancent and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or spreaments; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, massaudic atterneys' sees, properly inspection and valuation fees, and other fees incurred for the purpose of protecting Linder's interest in the Property and rights under this Security Instrument, and (f) takes such action as Lender may reasonably require to assert that Lender's interest in the Froperty and rights under this Security Instrument, and Borrower's addigation to pay the sums accured by this Security Imazinnent, shall isintinue unchangert. Lender may require that Refreyer pay such relustrations sums and expenses in one or more of the following forms; as selected by Lender: (a) each; (b) modey orders (c) certified check, bank check, irrainter's check or cashler's check, provided any such check is drawn upon za institution pliuse deposits are insured by a federal agency, instrumentality or entity; or (d) liberarchis Funds Tomsfer. Upon relaxatement by Bornewer, this Security Instrument and obligations secured bereby chall consin fully effective as if no acceleration and occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Notes Change of Loan Services, Notice of Crievance. The Note of a parial interest in the Now (logother with this Sciurity Instrument) can be sold one or name block without prior unifer to Borrower. A sale might result in a change in the entity (kindwn as the "Loan Servicer") that collects Periodic Payassus due under the Note and this Security Instrument and performs other moregage have servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be

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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 name 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 point and therefore 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 engagence, juin, 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 prevision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has hotified 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 apportunity to rare given to Sorrower 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 flatmable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldshyde, and radioactive materials; and herbicides, volatile solvents, materials containing asbestos or formaldshyde, 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 parmit the presence, use, disposal, storage, or release of any Hazardon's Substances, on or in the Property, Borrower shall not do, Substances, or direction to release any Hazardon's Substances, on or in the Property, Borrower shall not do, introduced not allow anyone class to do, anything affecting the Property (a) that is in violation of any Edvironmental Law, (b) which creates an finitenance of a Condition, or (c) which, that to the presence, use, or release of a Law, (b) which creates a condition that adversely affects the value of the Property. The preceding Hazardon's Substance, creates a condition that adversely affects the value of the Property of small quantities of two accupances chall not apply to the presence, use, or storage on the Property of small quantities of the appropriate to normal residential uses and to the appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardon's substances in consumer produces).

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 Hazardous Substance or Environmental Law of which Borrower has actual knowledge. (b) any Hazardous Condition, including but not limited to, any spilling, leaking, discharge, release or these of swelease of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a release of any Hazardous Substance which adversely affects the value of the Property. If Bistower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation 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, Bostower shall promptly take all necessary remedial actions in accordance with Environmental Law. Bothing herein shall create any obligation of temedial actions in accordance with Environmental Law. Bothing herein shall create any obligation of the color for an Environmental Cleamp.

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Form 3029

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 Burrower's brench of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice chall specify: (a) the default; (b) the action enquired to ears the default, (c) a date, not less than 30 days from the data the autics is given to Barrawer; by which the definds must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result to acceleration of the sums secured by this Security Instrument and sale of the Property. The votice shall further inform Borrower of the right to reinstant after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Universely to acceleration and sale. If the default is not cared on or before the date specified in the notice, Lander 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. Leader shall be enlitted to collect all expenses incorred in parsiding the remedies provided in this Serioo 22, including, but not limited in, reasonable attorneys" less and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Triotes to execute written notice of the necurrence of an event of default and of Lander's election to come the Property to be edid, and shall cause such notice to be recorded in each county in which any part of the Property is lucated. Lender shall mall copies of the notice as prescribed by Applicable Law to Borrower and to the persons prescribed by Applicable Law. Trucise shall give public notice of sale to the pursons 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 socilors to the highest hidder at the time and place and under the terms designated in the untice of sale in one or more parcels and in may order Trustee determines. Trustee may postpone sale of all or say pared 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.

Touster shall deliver to the purchaser Truster's deed conveying the Property without any covenant or warrancy, expressed or implied. The recitals in the Trustee's dead shall be prime facie estitience of the truth of the statements made therein. Trustee shall apply the proceeds of the sole in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustes's and afformers from (h) 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 soms occured by this Security Instrument, Lender shall request Trasses in reconvey the Property and shall sourender this Security Instrument and all motes evidencing debt secured by this Scennity Instrument in Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any reconstrian cross. Letuler may charge such person or persons a fee for reconveying the Property, but only If the fee is paid up a third party (such as the Trosces) for curvicus rendered and the charging of the fee is permitted under Applicable Law.

24. Substitute Trustee Leader at its option, may from time to this remove Trustee and appoint a successor trustee to any Trustse appointed becomider. Without conveyance of the Property, the successor trustee thall specced to all the title, power and duties sanferred upon Trustee herein and by Applicable

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

Form 3029

VMP-6A(NV) (0307)

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

Witness

-Witness

-Witness

-Borrower

(Seal) -Borrower

VMP-6A(NV) (0307)

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Form 3629 1/01

(Seal)

-Borrower

STATE OF NEVADA COUNTY OF CLARK

This instrument was acknowledged before me on PATTY SEGURA

Jakniet –

Mail Tax Statements To:

AMERICAN MORTGAGE EXPRESS FINANCIAL DBA MILLENNIUM FUNDING GROUP 805 BROADWAY SUITE 600 VANCOUVER, WA 98660



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Form 3029 1/01

ADJUSTABLE RATE RIDER

(6-Month LIBOR Index - Rate Caps) (Assumable during Life of Loan) (First Business Day of Preceding Month Lookback)

LOAN NO.:

PEBRUARY, 2005 THIS ADJUSTABLE RATE RIDER is made this day of 23rd is incorporated into and shall be deemed in 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 accure the Borrower's Adjustable Rate Note (the "Note") to AMERICAN MORTGAGE EXPRESS FINANCIAL DBA MILLENNIUM FUNDING GROUP

(the "Lender") of the same date and covering the property described in the Security Instrument and located 1801 LOCH LOMOND WAY, LAS VEGAS, NV 89102

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST HATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM HATE THE BORROWER MUST PAY.

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 8,500 changes in the interest rate and the monthly payments, as follows:

%. The Note provides for

4. Interest rate and monthly payment changes

(A) Change Dates , and may MARCH, 2007 The interest rate I will pay may change on the first day of change on distribuy every sixth month thousafter. Each diste in which my interest rate could change is called

a "Change Date."

MULTISTATE ADJUSTABLE RATE RIDER 8-Month LIBOR Index (Assumable during Lile of Loan) (Fire Business Day Form 5120 3/04 Lookback) - Single Family - Fraddie Mac UNIFORM INSTRUMENT

VMP-8158 (0405)

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LENDER SUPPORT SYSTEMS INC. 8168 MEW (06/04)

(B) The Index

Boginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the six month London fourbank Offered Rue ("LIBOR") which is the average of interfank offered rates for six-mouth U.S. dollar-denominated deposits in the London market, as published in The Wall Sizes. longual. The mass second index figure available as of the first business day of the month infraeducity preceding the asouth in which the Change Dank occurs is called the "Current Index."

If the lipdex is no longer available, the Note Holder will clipose a new index which is based upon comparable information. The Note Helder will give me notice of this choice.

(C) Calculation of Changes Believe each Change Date, the Mote Holder will calculate my new interest rate by adding percentage point(s) (8,000 EIGHT AND GOOTDOOTHS Current lades. The Note Holder will then round the result of this addition to the acurest one-eighth of one percentage point (0.129 %). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the impaid principal that I am expected to over at the Change Date in full on the maturity date at my new misrest rate in substantially signal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes The interest rate I am required to pay at the first Change Date will not be greater than %. Thereafter, my interest rate will never be 8.500 increased or decreased on any single Change Date by more than ONE AND 000/1000THS percentage (6) from the rate of interest I have been paying for the preceding six months. My polut(s) (1.000 % , or less than 8.500 %. 13.500 interest rate will never be greater than

My new interest rate will become effective on each Change Date. I will pay the amount of my new (E) Effective Date of Changes monthly payment beginning on the first monthly payment dute after the Change Date until the amount of my monthly payment changes again.

Form 5120 3/04

VMP-8158 (0405)

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

8. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER Section 18 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Buryower. 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, comment 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 Lendor's prior written consent, Lendor may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lander if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Scenrity Instrument is acceptable to

To the examp permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent in the last assumption. Lender may also require the transferes to sign an assumption agreement that is acceptable to Lender and that offigures the transferor to keep all the promises and agreements made in the Note and in this Sixurity Insurpment. Depresser will employe to be obligated under the None and this Security Instrument unless

Lender releases Borrows in writing. If Lander excremes the aption to require interestiate payment in full, Lender shall give Burniwer undice of acceleration. The notice shall provide a period of not less than 30 days from the dute the notice is given in accordance with Sevilon 15 within which Gerrower must pay all sums secured by this Security Instrument. If Burrower fails to pay those sums priny to the espication of this period. Lander may invoke any remedies permitted by this Security Instrument

without further notice or decision on Borrower.

Form 5120 8

VMP-815R (0405)

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

ANDYWA ISOSI) -BOROWER	-Borrower
Borrows (Sest)	-Sorrayes
(Sea) Borrowar	-Borrower
-Hoggswer	-Bostowei

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Form 8120 3/04

PREPAYMENT RIDER

MIN; MERS Phone: 1-888-679-6377



This "PREPAYMENT RIDER" (hereinafter "Rider") is made this 23rd day of FEBRUARY, 2005, 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 made by the undersigned (the "Borrower") to secure Borrower's Note (the Note") to AMERICAN MORTGAGE EXPRESS FINANCIAL DBA MILLENNIUM FUNDING GROUP

(the "Lender") which is secured by the Security Instrument on real property located at:

1801 LOCH LOMOND WAY, LAS VEGAS, NV 89102 [Property Addiess]

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

I have the right to make payments of Principal at any time before they are due. A prepayment of all of the unpaid principal is known as a "Full Prepayment." A prepayment of only part of the unpaid principal is known as a "Partial Prepayment."

Except as provided below, I may make a Pail or Partial Prepayment at any time. If I make a Partial Prepayment equal to one or ninte of my monthly payments, my due date may be advanced to more than one month. If I make any other Partial Prepayment, I must still make each later payment as it becomes due and in the same amount. I may make a Full Prepayment at any time. However, if within the limit 34 months after the execution of the Deed of Trust, I make any prepayment(s) within any 13-month period die total amount of which exceeds TWENTY percent (20.000 %) of the original Principal amount of this loan, I will pay a prepayment charge in an amount equal to the payment of SIX (6) months' advance interest on the amount by which the total of my prepayment(s) width that 12-month period exceeds TWENTY percent (20.000 %) of the original Principal amount of the limit.

160 (160 L)

Prepayment - HARD

Page 1 of .

LENDER SUPPORT SYSTEMS INC. PRE-NV-R PRE (08/04)

BY SIGNING ARLOW, Borrower accepts and agrees to the terms and covenants contained in this Prepayment Roder.

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Clark County Records:

Quality Loan Service Corp.

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Order # 1764127

Assessors Parcel No(s) 160-04-011-025

Notice of Breach and Default and of Election to Cause Sale of Real Property Under Deed of Trust

KCTICS IS HEREBY GIVEN: That Opathy Loar Serges Opp is either the original mostes. He cany appointed autostanced pusped or entire as open for the trustee or beneficiary under a Used of Trust gase 7.93/2005, exercised by PATTY S.GUJFA. a manued woman, as lest soft and secarate property. S.Trustof to secure certain addigators in term of MOHTGAGE ELECTRONIC REGISTRATION (SET IN 1997) AND TOWN OF AMERICAN MOHTGAGE EXPRESS FINANCIAL DBA MILLENNILLS NOT AND TOWN OF AMERICAN MOHTGAGE EXPRESS FINANCIAL DBA MILLENNILLS NOT AND TOWN OF AMERICAN MOHTGAGE EXPRESS FINANCIAL DBA MILLENNILLS NOT UNDER CASCILLA SCHOOL AND TOWN OF AMERICAN MOHTGAGE EXPRESS FINANCIAL DBA MILLENNILLS NOT UNDER CASCILLA SCHOOL AND TOWN OF AMERICAN MOHTGAGE ASSOCIATION OF A CONTROL OF AMERICAN PROPERTY OF A CONTROL OF A CONT

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That by recision thereof the present Repelliciary under such deed of Troot has executed and deficient to said doly appointed Trustee's written Declaration of Default and Declard for Sold and has deposited with sakt duly appointed Yosteo such Daed of Trust and all doctments evider dry obligations because thereby and has declared and does hereby declars all gums setured thereby immediately due and payable and figur, elected spot Jaco hereby stact to cause the host out property to belend to satisfy the obligations excured morety,

You may have the right to cure the defaulthereon and telestate the one obtigation securiti by such Deed of Trustabove described. Section NRS 107.050 pourrispersit details to be based upon the Payment of the federal technique with the triangle product broding posture year that the portion of principal and ictorest which would not be due had so default occurred. Where reinstallament is use side, if the default is not cured within 35 days tollowing recording and milling of this Notice to Tristor or Trostor's successor in interest, the right of reinstatement will terminate and this property may the matter be sold. The Trustov may have the right to bring a court action to essent the nonexistence of a delacit or any other defense of Tripporto acceleration and Salo.

PR00 1

TS-No.: NY-07-97001-SH Losn No. Notice of Delmil Page 2

To determine it reinstitiement is possible and the amount, it any, to curs the default, contact:

Criven Lost Servicing, LLC C/C Coulty Lien Service Cosp. 2141 5th Arenue Dan Diego, CA 92101: 619-645-7711

If you have any questions, you should costact to lawyer or the governmental agency which may have the your have any questions, you should costact to lawyer or the governmental agency which may after your have the form to the form of t

Dated: 8/21/2007

yde Dork, as agent for denerically consilly Loan Ser

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State of Nevada County of Starts

Tricklighting in the sinconsisting the long ma, a mean fullic, by

Notary Public

MOST BENOEL Appl. No. 07-0182-

JESSEBEMIEY

If you have previously been discharged through banknuptcy, you may have been released observation lightlify for this loan in which case this letter is intended to exercise the mole helder's rights establed the real property only

THIS OFFICE IS ATTEMPTING TO COLLECT A DEST AND ANY INFORMATION OBVAINED WILL BE USED FOR THAT PURPOSE

As referred by his, you are become realities fluit a recentive people report reference in your proof recording to and the second state of the second after the hole and the contract of the second of Arms of Ar

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Alexander for 2

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Feet: \$16.00

W07ee: 30:30

When recorded fund to: Ousting Coan Service Corp. 23/41/Sth.Avenue Sar (Nego; ("A-9216)

The pulkersigned bereby afterns that there is hir Social Sensity number contained in this document.

Caramana de Caramana de Caraman

Clark County Recorder

15 # N V-07-97##(-S11)

Long

NOTICE OF TRUSTEE'S SALE

YOU ARE IN THE AUTH BROKK A DEED OF THUST DATED TEVESS. UNLESS YOU TAKE ACTION TOPRODUCT TOUR PROTERTY, TO MAY BE SOLD AT A PUBLICIDALE. IF YOU REED AS EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD STATE BLAWYER.

A public medion sale in the highest bidder through, eachier's check drawn on a state or national bank, the k-disper by state or tederal credit union, or a check deaven by a state or federal surious and from materialities, or swings association, or havings bunk specified in Section STEC to the Pinnacial code and authorized to 46 business to this addie, will be bedrivy duly appointed truster. The rate will be made, top without coverant or princely, expressed or implied, migricity (the presession) or inclumbrances, in pay the temploing principal som of the reliefs) secured by the Desil of Trust, with interest and her charges the son, as provided in the norge), advances, under the vertes of the Deed of laugh, inferent thereon, fees, charges and expanses of the Trainee for the total mismon (at the time is tabe. dirtial publication of the factive of Sale) reasonably estimated to be an included by. The amount may be greater as: the stry of sale.

RENEFICIARY MAY ELECT TO DID LESS THAN THE TOTAL AMOUNT DUE

Truston(8):

PATTX SPIJIUA, Conserted seeman as ber sole and aspeciale property

Recorded:

3/1/2005 as hashauteri. Doi: 10013022 in book 2005/001, roger was of Official Records in the saffer

State Received CLARK County Mevades

Date of Sold

\$2/17/2007 il 2:00 FM :

Place of Sale:

The breat entrance to The Navalla Lagid News directed at 930 Sec Fourth St., Las Vegas, NV

Amount of opinic halonce and other chargest. \$303.528.85

The purpode Decree is address. Into Lack Lowerd Sysy

Las Yegas, NV 85101

Assessing Proceeding, 102-04-511-025

This proporty is said assis, fondor is anothe to validate the condition, defects or disclosure issues of said property and Dayor aniven the illichance requirements under NAS 113 City parelpsing of this sale and illusing the conject of sale. The contemporal Treates decidencing liability for any inconnections of the property address or sales common deployantum. Hany shown bersin. If no spreat address exceller countries dealgranies highway, directions to the tocation of the grapony and be obtained by southine a written request to the Schedelary within 111 days of decidate of diest publication of this blotter of Sale.

If the Trusten is appoint to consep title for any reason, the anareseful builder's solvened exclusive remedy shall he the exturn of signife paid to the Princips, and the raccessful blother shall have no further recounts.

Date: £1726/2667

Oughty Loan Service Corp. 2147 Sth Avenue Ban Diego, CA 91481 615-645-7711 For NOIS SALE information only Sale Line: 718-573-1965 on Login to: www.priorityposting.com Rejustationent Line: (649-645-711) ext 400

Lise Plaction

State of California) ex. County of Scottings)

This institution of the contribution of the contribution of the party of the Party of the Party of The Contribution (II).

Marian Prairie.

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CARLO COPICA COMBA PERTIDO REPRESENTADO DEL REPRESENTADO

Myan haye prospersive been discharged fine up to telescopicy, you may have become cased of presime blackly for this form of which was this later is in readed to exercise the note holder's rights against the real property only.

THIS NOTICE IS SENT FOR THE STUPPOSE OF COLARCTING A DEST, THIS FIRM IS ATTEMPTING TO COLORCT A DEST ON DEPAILS OF THIS BEHADLE AND SENTESCOPTING NOTE. ANY INFORMATION OF TAILED BY OR PROVIDED TO THIS PIRES OR THE CREDITOR WILL BE USED FOR THAT PURPOSE.

As required by law, you are hereby notified that a againse credit report reflecting on war wedst record may be submitted to a credit report agains? If you fail to halfill the terms of your credit obligations.

EXIII 29

20080731-0003068

Fee: \$15.00 RPTT: \$0.00 N/C Fee: \$25.00 15:03:03 07/31/2008 T20080162667 Requestor: ISITITE AGENCY INC. Debbie Conway 80 Clark County Recorder

When recorded mail to: Ouslity Lose Service Corp. 2141 5th Avenue San Diego, CA 92101

The undersigned hereby afficine that there is no Social Scenity number contained in this document.

Loan TS # NV-87-97001-881

764127

BANCE YEARS MAIN THEN MAY BUCCHROSER, MEE

notice of trustee's sale

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 2/23/2005. UNLESS YOU TAKE ACTION TO PROPERTY YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROXESUMG AGAINST YOU, YOU SERVILD CONTACT a lawyxx.

A public nuction sale to the highest hidder for each, resolice's classic drawn on a state or national bank, check drawn by state or fictions could uniting or a cloude drawn by a state or field as an ingo and lean association, or savings massintian, or savings bank specified in Section 5102 to the Financial code and authorized to do business in this state, will be held by duly appointed trustee. The sale will be useds, but without coverant or warranty, expressed or implied, regarding title, prospecien, or excaminances, to pay the remaining principal sum of the note(n) secured by the Deed of Track, with interest and late charges thereon, is provided in the note(s), advances, make the turns of the Deed of Trust, interest thereva, then, charges and expenses of the Trustee for the total amount (at the time of the initial publication of the Notice of Sale) remonstry estimated to be set firsh below. The ensured may be greater on the day of mile.

BENEFICIARY MAY ELECT TO BID LESS THAN THE TOTAL AMOUNT DUE

Trustonis):

Recorded:

LVLLA 22.1919V's issuited amount to per one veg rebuing biolosia. 3/4/2005 as Instrument No. 0803523 in brok 18039301, page yer of Official Records in the office

of the Revenley of CLARK County, Nevada:

Date of Sale:

8/21/2000 at 1:00 PM

Place of Sale:

The fruit miliatics in The Havada Legal News Acaded at 636 Sc. Fourth St., Les Veges, NV

20200

Amount of impaid believe and other charges: \$331,449.53

1801 Lack Lamond Way

The purported property address

Las Vegue, NY SY103

Sill Assessors Pered No. 163-84-311-625

This property is sold as in, lender is combine to validate the condition, definits or disclosure laters of said property and beyon paired the dischance requirements under MRS 113.130 by purchasing at this sale and signing the receipt of sale. The understanced Tractes discission say trability for any incorrectness of the property address or rather common designation, if any, shown havens. If no street address or other examen designation is above, directions to the location of the property may be obtained by sauding a vertical request to the beneficiary within 10 days of the date of first publication of this Notice of Sele.

If the Trustee is anable to convey this for any reason, the successful bidder's sole and exclusive remedy shall be the return of mining paid to the Trinton, and the successful hisder shall have no diriter recourse.

3

RA001618

Onte: 7/30/2008

Quality Loan Service Corp. 2141 5th Avenue San Diego, CA 93101 619-645-7711 Bar NON SALE information only Sale Line: 714-573-1865 or Login in: www.prioritypasting.com TS#: NV-07-97001-SH Refunisiement Line: 619-645-7711 x3704

State of California) County of San Diego)

On 7/30/2008 before me, Earl D. Hopids a Notary Public, personally appeared Lee Passition who proved to me or the basis of satisfactory evidence to by the person(s) whose pane(s) falms subscribed to the within instrument and administration of the basis of satisfactory evidence to by the person(s) whose pane(s) falms subscribed to the within instrument and sixtument 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 soal.

Signature ______(Sea



If you have previously been discharged through bankruptcy, you may have been released of personal liability for this loan in which case this letter is intended to extridue the note holder's rights against the real property only.

THIS NOTICE IS SENT FOR THE PURPOSE OF COLLECTING A DEST. THIS FIRM IS ATTEMPTING TO COLLECT A DEST ON BEHALF OF THE HOLDER AND OWNER OF THE HOTE. ANY INFORMATION OSTAINED BY OR PROVIDED TO THIS FIRM OR THE CREDITOR WILL US USED FOR THAT PURPOSE.

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you tall in fulfill the terms of your credit obligations.

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1.00 B

RA001619

EXFIBIT 30

20090626-0002480 Per (13.00) | RP\$(1.80.00) N/C (18.00) | RP\$(1.80.00)

0672572009 1720098223688

10.03

PROCESS AND CHALLES AND SEA

Debbie Conway Al Clark County (Scorder)

AP No(6): 160-04-011 006 Recording requisited by a

When recorded net to Cluelly Loan Service (2015) 2141 Offi Avenius Sim Diego (LA C210)

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YNG ÅRE IN DEFAULT UNDERLADERNOF IRDS I DAYED FLYDDES. UNISSÖYDU YAR LACTION TO PROTECT WOUR PROPERTY IT MAY BE SOLD AT A PUBLIC SALE, IN YOU BEEN AN EXPLANATION OF THE NATURE OF THE PROCESSION. agamen you, you should contact a lawyer.

A public period selection in the sign of triples in the contract of the contra phoch drawn by sinte or fatheral custilentation, or a check drawn by a sinteer fatheral invitage or ill from besocration, or strong responding, or cavings bank specified in Section 1002 to the Cineralis code. and anticerized to do bessees in this state, will be held by daly appointed trustes. The sale will be inade, but is those coverious or was any expressed or leading, regarding this, protection, or encounteraires, is pay the retraining perecipal semaif the note(s) secured by the Decelor Trust, with interest and tale charge discreas, as provided in the masts, advances, under the terms of the Chest of Treat, anterest throwar, fives, charges and expenses of the Treates for the foral amount (at the time of The initial publication of the Notice of Sale) represently estimated to be solderly before. The amount insy be greater on the day of sale,

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2/1/1805 as instrument No. 0001922 in book (16000)300, page TEXALORIST Reports to the office of the Nacocket of

CLARK County House,

Date of Sales

7787220019 oc \$46,000 A.M.

Place Of

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Sale: Amount of impost belonce and situation thereon, \$366,673.34

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1801 Lock Londond Way X 00 Vegge NV 30107

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(Inality Loan Strakes Corps. (2181-516 ASSESSE

San \$1.50 C 1 72333

SINGLEST TO PROPRIOR SATISFIED VALUE OF THE PROPERTY.

Continue Country Continue Cont

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Sub-Line 73 4-730-2777,918-930-938

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> APM Reg. 100-04-311-025 Recording Requested by:

When Recorded Mail it.

U.S. Hant, N.A., as Trustee for the registered boldets of femore Equity Pass—
Finaugh Cepticates, Seres 2005-3(23) Occurry Law Seriolog (LLC)

15/5/Pain Deach Lakes

Votal Pain Teach Et. 33401

Forecast has endorments to the address given shown

have above the line for locardors we are:

TS No. NVOLOTON SHE CONTROL TOTAL

Trustee's Deed Upon Sale

Transfer Tax: 8898,79

The undersigned grants decisies
The grantse herein its the forestoring beneficials
The grantse herein its the forestoring beneficials
The amount of the propositions in operator with Costs Vac. \$340,644.37
The amount policipy the grantse of the transe safe year \$134,740,00
The decision the proposition is a second of the transe safe year \$134,740,00
The decision is a the Costs to a Segment Costs of Costs.

QUALITY LOAN SERVICE CORPORATION AS Trustes, (whereas so dissignment in the Dassal of Trust permission more permutarly described or as duly appointed in steat disse hereby GRANT and CONVEY to

19,8 (Danje, B.A.) sie Tresten for the neglistorest inclodes of House Equily Assat Triod 2005-5, Fortis EquilyPraise Through Confliction, Barlos 2008-3

therein constitutions in the proportion of the proportion of the content of incident of high the set of the content of the con

The correvance is made in compliance with the terms and provisions of the Copulat Trust according to pATTS SESURIA, a Superiod Agricum As her sole and respects property as purply, detect \$129,1000 and agricum As her sole and respects property as purply, detect \$129,1000 and agricum As (1992) and agricum As

and a Notice of Sole at least twenty days prior to the Sale Date by cartilled mail, postage pro Daid 10 Edd i person entitled to indice in compliance with Nevade Revised Statute 107.060.

Desput occurred as set forth in a Nation of Breach and Election to Self-width was recorded in the office of the Recorder of said County.

All requirements of tay regarding this mailing of copies of notices or the publication of a copy of the Notice of Breach and Election to Self or the personal delivery of the copy of the Notice of Breach and Election to Self and the posting and publication of copies of the Notice of Sale figure been complied with:

Sale property was sold by said Troston at public poston on \$17/2009 at the place harmed in the Notice of Sale, in the County of GLARK, Nevada, in which the property is situated. Grantes, being the highest hidder at such sale, became the purchaser of said property and paid therefore to said trustes the amount neing \$136,710.00 in leadurations of the United States, or by the satisfaction, pro tanto, of the obligations then secured by said Diseat of Tost.

Obte: 8/10/2009

QUALITY LOAN SERVICE CORPORATION

337

Jannifer Eggern, Assistant Vice President

State of Colliotria 3 County of San Diego)

Signature

On \$7.7.7.5 before me. D.E. Turner a notary public personally appeared Jehnfler Basourf with proved to me on the back of palistactory evidence to be the person(a) Another name(s) is are subscribed to the within instrument and acknowledged to me that he/she/files, executed the same in his/her/their authorized capacity(les). But this by bis/her/their aigneture(s) on the instrument the person(s), or the emity upon testall of which the person(s) actors executed the instrument.

Losinly under PENALTY OF PERJUITY under the lows of the State of California that the foreigning puragraph is true and correct.

WITNESS my hand and officialised.

45000

DE TURNS
THIS OFFICE IS ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED

WILL BEYUSED FÖR THAT PURPOSE.

STATE OF NEVADA		
DECLARATION OF VALUE		
1. Assessors, Percel Number(s)		
8) 162-04-311-025		
8)		18 July 18 18 18 18 18 18 18 18 18 18 18 18 18
<u> </u>	이 경기 입니다 사람들이 그리는 것	
2. Type of Property:	ganatania kata patiping tana mangantana mangantan	ragas agangging parasahan baran pini
a) (ValuantiLenn) b) X. Single Fam: Res.	FORRECORDERSOFTION	\$502£
	OMPA	
a) Condo/Twinse d) 24 Plex	Decement/Lostronicos 2	opening 8
e) Apt Bidg, f) Cemm'l/Ind'i g) Apticultural f) Mobile Home	Berk Page	Ouring Silv
g) Agricultural tr) Mobile Home	Charles a arrange	
	1.753******	kinamanin meneralah
3 s. Total Value/Sales Price of Property	\$126,710.00	
b Deed in Lieu of Paraclosure Cinic (value of property)		Generalisas produkti est
g. Transfer Tax Value:		
d Red Properly Transler Faxidia	\$89870	
도 발판하는 점점 되었다는 게 되었다. 그 전화가를 만든다고 한 사람들이 하는데, 호텔 시간을		
A Production Charges	기의 불가실 시험하였습니다.	
is. Transler Tux Exemplion per NRS/378 090, Section		
b, Explain Reason for Escondion	and the commentation of the company	
		
6. Partial interest: Pescentage being transferred		
A to the state of the Control of the state o		
The undersigned declares and acknowledges, order pedally of ped	ury pursuant to NRS 376 060 a	hanno 🔑 🖰
376 TTQ, that the Information provided is correct to the best of their in by declarate facility if palifer upon to autostantiate this information oversition; the discoloration of eny distinct exemption, or other disterminish pensity of 10% of that has doe play interest at 4% per mooth.	dad hereks Furtherauto, die pe andigaddikarat (as dhes hay s	cties egitie sill in e
(4) (1) 19 12 - 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	정말로 가게 그렇게 뭐했다.	
Pursuant to NRS 375/030, the Buyer and Seller shall be joinly and	severally habte for any additions	gamberi 🔆 🔻
emations 1 August 1 A	Assistant Vice President	
Jennier Essenii		
Canaday	보이지는 가장 기계를 받는다.	
SECLER (ORANTOR) INFORMATION BY	YEN (GRANTEE) INFORMATIO	380
		화 당 됐다.
(Regulació) (Re Prio) Qualmot can Service Coix (Prio) Qu	S. Sank, N.A., as Trustee for the	registered
Name of the Name o	ders of Home Equity Asset True	\$2005-0.
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	wen Loon Servicing, LLC	44.
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and the control of th	Lead there in military depositions	
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State: CA Zip 92101 State: FL	3 200	enana.
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City: "Invige Zie 92 (AS à PUBLIC PECCHO) This POPA MAY BE RESO TS#-NV-07-97001-SH Lowell 37	8835-0886-08C9-68-9-10	

EXHIBIT 32

Inst #: 201112220002332

Feea: \$18.00 N/C Fee: \$0.00

12/22/2011 10:02:00 AM Receipt #: 1015395

Requestor:

SERVICELINK IRVINE

Recorded By: MSH Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

Space above this line for recorders use only

TS No.: NV-10-360187-RT

APN No.: 176-06-612-007

SERVICELINK When recorded mail to:

Quality Loan Service Corp.

Recording requested by:

Order No.: 450496

2141 5th Avenue

San Diego, CA 92101

It is hereby affirmed that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030).

NOTICE OF TRUSTEE'S SALE

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 10/8/2003. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

A public auction sale to the highest bidder for cash, cashier's check drawn on a state or national bank, check drawn by state or federal credit union, or a check drawn by a state or federal savings and loan association, or savings association, or savings bank specified in Section 5102 to the Financial code and authorized to do business in this state, will be held by duly appointed trustee. The sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by the Deed of Trust, with interest and late charges thereon, as provided in the note(s), advances, under the terms of the Deed of Trust, interest thereon, fees, charges and expenses of the Trustee for the total amount (at the time of the initial publication of the Notice of Sale) reasonably estimated to be set forth below. The amount may be greater on the day of sale.

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

Trustor(s):

FRANK SCINTA AND JACQUELINE SCINTA, HUSBAND AND

WIFE, AS JOINT TENANTS

Recorded:

10/17/2003 as Instrument No. 20031017-02233 in book XXX, page XXX of Official Records in the office of the Recorder of CLARK

County, Nevada;

Date of Sale:

1/12/2012 at 10:00 AM

Place of Sale:

At the front entrance to Nevada Legal News located at 930 S. 4TH

Street, Las Vegas, NV 89101

Amount of unpaid balance and other charges: \$161,015.91

The purported property address is:

9660 BROOKS LK AVE, LAS VEGAS, NV

89148

This property is sold as-is, lender is unable to validate the condition, defects or disclosure issues of said property and buyer waives the disclosure requirements under NRS 113.130 by purchasing at this sale and signing the receipt of sale. The undersigned Trustee disclaims any liability for any incorrectness of the property address or other common designation, if any, shown herein. If no street address or other

common designation is shown, directions to the location of the property may be obtained by sending a written request to the beneficiary within 10 days of the date of first publication of this Notice of Sale.

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.

If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee's Attorney.

Date: 12/21/11

Quality Loan Service Corp.

2141 5th Avenue

San Diego, CA 92101

619-645-7711 For NON SALE information only

Sale Line: 714-730-2727 or Login to: www.lpsasap.com

TS No.: NV-10-360187-RT Relugiatgment Line: 619-648-7711

Quality Edan Service Corp. by: Ronald Alonzo, as Authorized Agent.

State of California)
County of San Diego)

before me, W. Sanchez a Notary Public, personally appeared

who proved to me on the basis of satisfactory evidence

(s) whose pare (s) is (are subscribed to the within instrument and acknowledged to me that

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

(Seal)

W. SANCHEZ
Commission & 1958442
Notary Public - California
San Diego County
My Comm. Expline Oct 28, 2015

If you have previously been discharged through bankruptcy, you may have been released of personal liability for this loan in which case this letter is intended to exercise the note holders right's against the real property only.

THIS NOTICE IS SENT FOR THE PURPOSE OF COLLECTING A DEBT. THIS FIRM IS ATTEMPTING TO COLLECT A DEBT ON BEHALF OF THE HOLDER AND OWNER OF THE NOTE. ANY INFORMATION OBTAINED BY OR PROVIDED TO THIS FIRM OR THE CREDITOR WILL BE USED FOR THAT PURPOSE.

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations.

EXHIBIT 33

APN No.: 176-06-612-007 Recording Requested by:

When Recorded Mail to: AH4R-NV, LLC, A DELAWARE LIMITED LIABILITY COMPANY 22917 PACIFIC COAST HWY #300 MALIBU, CA 90265

Forward tax statements to the address given above

TS No.: NV-10-360187-RT

Space above this line for recorders use only

Order No.: 450496

It is hereby affirmed that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030).

Trustee's Deed Upon Sale

Transfer Tax:

The undersigned grantor declares:

The grantee herein WASN'T the foreclosing beneficiary.

The amount of the unpaid debt together with costs was:

The amount paid by the grantee at the trustee sale was:

\$1*6*7,484.96 \$97,500.00

The documentary transfer tax is:

None

Said property is in the City of: LAS VEGAS, County of CLARK

QUALITY LOAN SERVICE CORPORATION, as Trustee, (whereas so designated in the Deed of Trust hereunder more particularly described or as duly appointed Trustee) does hereby GRANT and CONVEY to

AH4R-NV, LLC, A DELAWARE LIMITED LIABILITY COMPANY

(herein called Grantee) but without covenant or warranty, expressed or implied, all right title and interest conveyed to and now held by it as Trustee under the Deed of Trust in and to the property situated in the county of CLARK, State of Nevada, described as follows:

LOT FIFTY-THREE (53) IN BLOCK ONE (1) OF UNIT 4A-WOODSIDE @ SOUTHWEST RANCH, AS SHOWN BY MAP THEREOF FILE ON NOVEMBER 8, 2001 IN BOOK 107 OF PLATS, PAGE 39, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

This conveyance is made in compliance with the terms and provisions of the Deed of Trust executed by FRANK SCINTA AND JACQUELINE SCINTA, HUSBAND AND WIFE, AS JOINT TENANTS, as trustor, dated 10/8/2003,, of Official Records in the office of the Recorder of CLARK, Nevada, under the authority and powers vested in the Trustee designated in the Deed of Trust or as the duly appointed trustee, default having occurred under the Deed of Trust pursuant to the Notice of Breach and Election to Sell under the Deed of Trust recorded on 10/17/2003, instrument no. 20031017-02233, Book XXX, Page XXX, of Official records. Trustee having complied with all applicable statutory requirements of the State of Nevada and performed all duties required by the Deed of Trust including sending a Notice of Breach and Election to Sell within ten days after its recording and a Notice of Sale at least twenty days prior to the Sale Date by certified mail, postage pre-paid to each person entitled to notice in compliance with Nevada Revised Statute 107.050.

All requirements per Nevada Statutes regarding the mailing, personal delivery and publication of copies of Notice of Breach and Election to Sell under Deed of Trust and Notice of Trustee's Sale, and the posting of copies of Notice of Trustee's Sale have been complied with. Trustee, in compliance with said Notice of Trustee's sale and in exercise of its powers under said Deed of Trust sold said real property at public auction on 2/27/2012. Grantee, being the highest bidder at said sale became the purchaser of said property for the amount bid, being \$97,500.00, in lawful money of the United States, in pro per, receipt thereof is hereby acknowledged in full/partial satisfaction of the debt secured by said Deed of Trust.

QUALITY LOAN SERVICE CORPORATION By: Välerie Frost, Assistant Secreta State of: California) County of: San Diego) W. Sanchez MAR A 5 2012 before me, notary public, personally appeared Valerie Frost, 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(ics), 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. Commission #1408442 lessay 2001c - California Son Obeșa County Signature (Seal) My Comm. Expires Deres.

THIS OFFICE IS ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.



STATE OF NEVADA DECLARATION OF VALUE FORM

1.	Assessor Parcel Number(s) a) 176-06-612-007				
	b)				
	c)				
	d)	rando de maria de maria que de que de maria de m	v		
2.	Type of Property: a) Vacant Land	b) Single Fam	Y) est	FOR RECORDER'S OFTIC	naluse only
	a) Vacant Land c) Condo/Twnhse	d) 2-4 Plex	. 1503.	Book:	
	o) Apt. Bldg	f) Comm'l/Inc	4>1	Date of Recording:	
	g) Agricultural	h) Mobile Hor		Notes:	· · · · · · · · · · · · · · · · · · ·
	Other	ii) Lini Woollo Rox	17.0	2.10,1001	
	Senson				
3 2.	a. Total Value/Sales Price o	f Property:		•	\$97,500.00
	b. Deed in Lieu of Foreclos	ure Only (value of pr	operty):		School of the Commence of the
	c. Transfer Tax Value:				597,500.00
	d. Real Property Transfer T	ax Due:			
4 .	If Exemption Ciaimed:				
4.		ntion per NRS 375 ()	On Section	illennengen and service and appropriate the service and appropriate and appropriate th	
	b. Explain Reason for	Evenntion:	yo, oconon	ilianan ja	
				Annual de la constanta de la c	
	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		***************************************		
5.	Partial Interest: Percentage b	eing transferred	·		
Tba	undersigned declares and ac	knowledges under n	enalty of pe	riory, pursuant to NRS 375.	060 and NRS
375 110	that the information provide	d is correct to the be	st of their in	formation and belief, and ca	an be supported by
dograner	tation if called upon to subst	antiate the information	on provided	l herein, Furthermore, the pa	rties agree that the
disallow	ance of any claimed exempti	on, or other determin	ation of add	ditional tax due, may result i	n a penalty of 10%
of the ta	due plus interest at 1% per	month. Pursuant to N	IRS 375.03	0, the Buyer and Seller shall	be jointly and
severally	liable for any additional and	og <u>hi</u> dwesty			
	1 m//1 2 23		A	N. V. J. A. M. L.	
Signature	TTTN NOW	- 1 <u> </u>	Capacity	Assistant Secretary	
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Signature		******************************	Capacity		and the second s
SPIARR OF	KANTOR) INFORMATION	BUYEI	(GRANTE	ELINFORMATION	
encounterfacturation and	(Required)		(Req	uired)	
Print Name:	Quality Loan Service Corp.	Print Na	403333333		
Address:	2141 5th Avenue	Address	**********		
City:	San inggo	Lity:	***************************************	3.00	and the second section of the second section is a second section of the second section
State:	CA Zip: 921	()1 State:	(paralogista djenog	#3005	
COMPANY BEQUESTING RECORDING					
Print Name: ServiceLink-Irvine Escrow No.: 450496					
Address:	250 Commerce, 2nd Floo)I*			
City;	Irvine	State; CA		Zip: 92602	***************************************
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AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

TS No.: NV-10-360187-RT

MSJD Kent F. Larsen Nevada Bar No. 3463 Katie M. Weber Nevada Bar No. 11736 SMITH LARSEN & WIXOM 1935 Village Center Circle Las Vegas, Nevada 89134 Telephone: (702) 252-5002 E-mail: kfi@stwlaw.com kw@silvlaw.com kw@silvlaw.com Attorneys for Defendant California Reconveyance Company			04/04/2017 05.41.49 PW			
Nevada Bar No. 3403 Ratie M. Weber Nevada Bar No. 11736 SMITH LARSEN & WIXOM 1935 Village Center Circle Las Vegas, Nevada 89134 Telephone: (702) 252-5002 E-mail: kfi@slwlaw.com Attorneys for Defendant California Reconveyance Company [Additional Counsel Listed on Signature Page] DISTRICT COURT CLARK COUNTY, NEVADA Lipera Benko, a Nevada resident; CAMILO MARTINEZ, a Nevada resident; ANA MARTINEZ, a Nevada resident; FRANK SCINTA, a Nevada resident; JACQUELINE SCINTA, a Nevada resident; JACQUELINE SCINTA, a Nevada resident; SUSAN HORTH, a Nevada resident; RAYMOND SANSOTA, a Ohio resident; SANDRA KUHN, a Nevada resident; SUS GOMEZ, a Nevada resident; SUNJA GOMEZ, a Nevada resident; DONNA HERRERA, a Nevada resident; NOINETTE GILL, a Nevada resident; NANIONETTE GILL, a Nevada resident; NANIONETTE GILL, a Nevada resident; ANIONETTE GILL, a Nevada resident; ANIONETE GORPORATION, a California Corporation; MTC FINANCIAL, INC. dba TRUSTED CORPS, a California Corporation; MERDIAN TRUST DEED SERVICE, ATIONAL DEFAULT SERVICENG CORPORATION; a Arizona Corporation, CALIFORNIA RECONVEYANCE COMPANY, a California Corporation; and DOES 1 through 100, inclusive,	-	Kent F. Larsen	Alun J. Chum			
3 Nevada Bar No. 11736 SMITH LARSEN & WIXOM 1935 Villago Center Circle Las Vegas, Nevada 89134 Telephone: (702) 252-5002 E-mail: Itfl@slwlaw.com Attorneys for Defendant California Reconveyance Company [Additional Counsel Listed on Signature Page] DISTRICT COURT CLARK COUNTY, NEVADA IEFREY BENKO, a Nevada resident; CAMILO MARTINEZ, a Nevada resident; CAMILO MARTINEZ, a Nevada resident; ANA MARTINEZ, a Nevada resident; FRANK SCINTA, a Nevada resident; JACQUELINB SCINTA, a Nevada resident; JACQUELINB SCINTA, a Nevada resident; SUSAN HJORTH, a Nevada resident; RAYMOND SANSOTA, a Ohio resident; RAYMOND SANSOTA, a Ohio resident; RAYMOND SANSOTA, a Ohio resident; FRANCINE SANSOTA, a Ohio resident; FRANCINE SANSOTA, a Ohio resident; ANTOINETTE GILL, a Nevada RESIDENTA ANTONA DEFENDANT CALIFORNIA RECONVEYANCE COMPANY'S MOTION FOR SUMMARY JUDGMENT DEFENDANT CALIFORNIA RECONVEYANCE COMPANY, a California Corporation of the MTIDS, inc., dba MERIDIAN TRUST DEED SERVICE; NATIONAL DEFENDANT CALIFORNIA ANTOINETE GILL TERVILLE ANTOINET	2					
Las Vegas, Nevada 89134 Telephone: (702) 252-5002 E-mail: kfl@slwlaw.com	3	Nevada Bar No. 11736				
E-mail: kfl@slwlaw.com kw@slwlaw.com kw@slwlaw.com Attorneys for Defendant California Reconveyance Company [Additional Counsel Listed on Signature Page] DISTRICT COURT CLARK COUNTY, NEVADA	4	Las Vegas, Nevada 89134				
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Nevada resident; and PATRICIA TAGLIAMONTE, a Nevada resident, Plaintiffs, vs. QUALITY LOAN SERVICE CORPORATION, a California Corporation; 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,		HENNIGAN, a Nevada resident; ROBERT				
21 vs. 22 QUALITY LOAN SERVICE CORPORATION, a California Corporation; 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,		Nevada resident; and PATRICIA TAGLIAMONTE,	MOTION FOR SUMMARY			
QUALITY LOAN SERVICE CORPORATION, a California Corporation; 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,	20	Plaintiffs,				
California Corporation; 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,	21	VS.				
dba TRUSTEĒ CORPS, a California Corporation; MERIDIAN FORECLOSURE SERVICĒ, a California and Nevada Corporation dba MTDS, Inc., dba MERIDIAN TRUST DEED SERVICĒ; NATIONAL DEFAULT SERVICINĞ CORPORATION; a Arizona Corporation, CALIFORNIA RECONVEYANCĒ COMPANY, a California Corporation; and DOES 1 through 100, inclusive,	22	Quintil a diameter and a diameter in a				
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NATIONAL DEFAULT SERVICING CORPORATION; a Arizona Corporation, CALIFORNIA RECONVEYANCE COMPANY, a California Corporation; and DOES 1 through 100, inclusive,	24	California and Nevada Corporation dba MTDS, Inc.,				
CALIFORNIA RECONVEYANCE COMPANY, a California Corporation; and DOES 1 through 100, inclusive,	25	NATIONAL DEFAULT SERVICING				
inclusive,	26	CALIFORNIA RECONVEYANCE COMPANY, a				
Defendants.	27					
	28	Defendants.				

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(702) 252-5002 · FAX (702) 252-6007

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Las Vegas, Nevada 89134

Defendant California Reconveyance Company ("CRC"), by and through undersigned counsel, hereby moves for summary judgment on the claims of Plaintiff Susan Kallen ("Kallen").

For the reasons set forth in CRC's Response to Plaintiffs' "Memorandum of Points and Authorities in Opposition to Defendants' Motion to Dismiss the Third Amended Complaint" ("Response"), which is incorporated by this reference, Plaintiffs' Third Amended Complaint (3/15/17) ("TAC") irremediably fails as a purely legal matter because its two fundamental premises are false as a matter of law. A trustee under a deed of trust is not required to be licensed as a collection agency and, in any event, an unlicensed collection agency's contractual fees are not damages, nor must they be disgorged. Aside from these fundamental failings, Kallen affirmatively admits that she paid no money to CRC and that the only act CRC performed with respect to her property was to record a notice of default, which indisputably is within the scope of the trustee regulatory statutes and *not* the claim collection statutes. Because Kallen is unable to support the elements of her claims as a matter of fact and law, the Court should enter summary judgment for CRC.

This motion is supported by the accompanying memorandum, the arguments of counsel, and the Declaration of Jessica R. Maziarz in Support of Defendant California Reconveyance Company's Motion for Summary Judgment ("Counsel Decl."), attached as Exhibit A.

DATED this 4th day of April, 2017.

SMITH LARSEN & WIXOM

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MEMORANDUM

Introduction

Kallen brings claims for consumer fraud and unjust enrichment against the former trustee under her deed of trust, CRC, solely on the basis that CRC allegedly should have possessed a collection agency license from the Commissioner of the Financial Institutions Division ("FID") prior to recording a notice of default. Kallen thus asks this Court to determine that, merely by adhering to Nevada statutory requirements governing trustees operating under deeds of trust, CRC acted as an unlicensed collection agency in Nevada.¹

To be sure, Kallen has no separate grievance apart from the alleged failure of CRC to possess a piece of paper from the FID. Kallen has not been foreclosed upon. Indeed, she has lived rent-free at her property since defaulting on her home loan in 2010. She received no demands for payment from CRC. She admits that she sent no money to CRC. She has not alleged, and certainly has no evidence to establish, that any abusive or illegal debt collection tactics were used against her, by anybody. Thus, Kallen has literally no injury nor any plausible basis for establishing any injury. It is inconceivable that CRC's alleged failure to possess a collection agency license has had any impact whatsoever on Kallen's life—or on any borrower, for that matter.

The futility of this exercise does not end with the fact that the only named plaintiff with a claim against CRC has no injury. Kallen's entire action against CRC rests upon a single fact—that CRC recorded a notice of default to commence the process of non-judicial foreclosure as required by NRS Chapter 107. Kallen's case thus hinges on the proposition that this single act constituted an unlawful debt collection practice *solely* because CRC was not licensed as a collection agency notwithstanding that, at all times, CRC complied with the deed of trust and adhered to a well-defined statutory procedure for executing a non-judicial foreclosure. But NRS Chapter 107 specifically provides that any person with a current business registration may serve as trustee and, in fact, mandates the recording of the supposedly offending notice of default. CRC

¹ While this lawsuit involves nineteen plaintiffs, Kallen is the only plaintiff to assert claims against CRC.

had the required registration at all relevant times. This case, then, devolves into whether CRC also needed another license in order to conduct non-judicial foreclosure activities in Nevada. To state the issue is to come to grips with the pointlessness of this entire matter.

A sister court considered this precise issue in *Quality Loan Service Corp. v. State of Nevada, Department of Business & Industry, Financial Institutions Division*, No. 12A657580, 2013 WL 6911859 (Nev. Dist. Ct. Jan. 3, 2013) ("*Quality Loan*"), entered detailed findings and conclusions that reject Kallen's sole argument in this case, and held that trustees under deeds of trust that engage in non-judicial foreclosure activities are not collecting debts, are not collection agencies, and are not subject to Nevada licensing requirements for collection agencies. The FID acquiesced in that result, elected not to appeal to the Nevada Supreme Court, and has not pursued its licensing theory against any other trustees. No party or body had a greater interest in the licensing of collection agencies than did the FID, an instrumentality of the state of Nevada. Yet the FID has not tried to force any other defendant to obtain a license and has not initiated any enforcement actions against foreclosure trustees following the *Quality Loan* decision. That should speak volumes to this Court.

As discussed in the contemporaneously filed Response (at 6-10, 13), the legislative scheme surrounding collection agencies and trustees also supports the determination in *Quality Loan* that trustees are not required to obtain Nevada licenses or certificates establishing them as collection agencies before recording foreclosure notices and engaging in non-judicial foreclosure activities. Any finding to the contrary would violate basic rules of statutory construction and encroach impermissibly on the legislature's comprehensive foreclosure regulatory system. In addition, a long line of Nevada federal court decisions holds that entities engaged in foreclosure activities are not engaging in debt collection activities and are not subject to Nevada licensing requirements for collection agencies. As a result, and consistent with *Quality Loan*, CRC is not required to be licensed or to hold a certificate as a collection agency.

The Court should enter summary judgment for CRC.

² A copy of the *Quality Loan* decision is attached as Exhibit B.

STATEMENT OF UNDISPUTED FACTS³

The Loan and the Deed of Trust

- 1. Kallen borrowed \$239,990.00 from Washington Mutual Bank, F.A. ("Lender") on or about November 15, 2004 ("Loan"). [Counsel Decl., A-1 at CRC000001; id., Ex. A-2]
- 2. The Loan is evidenced by an Adjustable Rate Note dated as of November 15, 2004. [Id., Ex. A-2]
- 3. On November 15, 2004, to evidence and secure the Loan, Kallen executed a Deed of Trust encumbering her residence ("Property"). [Id., Ex. A-1]
 - 4. CRC is named as trustee under the Deed of Trust. [Id. at CRC000001]
- 5. Pursuant to the Deed of Trust, Kallen "irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property"—the Property. [Id. at CRC000002-3]
- 6. Pursuant to Section 1 of the Deed of Trust, Kallen "shall pay when due the principal of, and interest on, the debt evidenced by the Note." [Id. at CRC000003, § 1]
- 7. Pursuant to Section 9 of the Deed of Trust, Kallen agreed that if she "fails to perform the covenants and agreements contained in this Security Instrument... then Lender may do or pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument," and that "[a]ny amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument." [Id. at CRC000008-9, § 9]
- 8. Pursuant to Section 14 of the Deed of Trust, Kallen agreed that "Lender may charge Borrower fees for services performed in connection with Borrower's default." [Id. at CRC000012, § 14]
- 9. Pursuant to Section 22 of the Deed of Trust, Kallen agreed that Lender has the right to pursue a non-judicial sale of the Property upon the occurrence of an event of default. [Id.

³ When referencing the Statement of Undisputed Facts throughout this motion, CRC will use the abbreviation "SOF" and will refer to the specific paragraph number through use of the symbol ¶. Thus, for example, citation to the first paragraph of the Statement of Undisputed Facts will read "SOF, ¶ 1."

at CRC000015, § 22]

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- 10. To invoke the power of sale, Kallen agreed that 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." [Id.]
- 11. Pursuant to the Deed of Trust, Kallen agreed that CRC, as trustee, "shall give public notice of sale." [Id.]
- 12. Pursuant to the Deed of Trust, Kallen agreed that CRC, as trustee, "shall sell the Property at public auction to the highest bidder." [Id.]
- 13. Pursuant to the Deed of Trust, Kallen agreed that CRC, as 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." [Id.]

Kallen's Default

- 14. Kallen failed to pay Lender the Loan payment that came due on July 1, 2010, and all payments due thereafter. [Id., Ex. A-3 at CRC000032; id., Ex. A-4 at 24:3-5, 25:4-9]
- 15. Kallen's failure to make loan payments commencing on July 1, 2010, and continuing through the present day constitutes a breach and default of the Deed of Trust. [Id., Ex. A-1 at CRC000003, § 1]
- 16. On January 21, 2011, pursuant to Section 22 of the Deed of Trust, CRC, as trustee, caused to be recorded in the official records of the Clark County Recorder a Notice of Default and Election to Sell Under Deed of Trust ("Notice of Default"). [Id., Ex. A-3]
- 17. The Notice of Default recites that the beneficiary of the Deed of Trust "does hereby declare all sums secured thereby immediately due and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby." [Id. at CRC000032]
- 18. The Notice of Default recites, pursuant to Section 22 of the Deed of Trust: "To find out the amount you must pay, to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact: JPMorgan Chase Bank, National Association, 7301 BAYMEADOWS WAY JACKSONVILLE, FL 32256 800-848-9380."

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1	JPMorgan Cha	se Bank, National Association ("Chase") is the successor in interest to Lender and
2	is the attorney-	in-fact for the beneficiary trust, which was assigned the Deed of Trust. [Id., Ex.
3	A-7; <i>id.</i> , Ex. A	-12; <i>id.</i> , Ex. A-3 at CRC000033]
4	19.	Kallen did not view the Notice of Default as demanding that she pay money to
5	anybody. [<i>Id.</i> ,	Ex. A-4 at 47:6-48:1]
6	20.	CRC did not send Kallen a reinstatement or payoff letter. [Id. at 63:25-64:10]
7	21.	Kallen has never paid anything to CRC. [Id. at 75:12-18; id., Ex. A-5, Resp. to
8	CRC's First Se	et of Interrogatories, No. 6]
9	22.	Pursuant to Nevada law, CRC sent Kallen a notice to inform Kallen: "Contact for
10	a person with a	authority to negotiate a loan modification on behalf of the foreclosing lender: Oscar
11	R. Linares." [A	Id., Ex. A-6 at BENKO623]
12	23.	There is no evidence Mr. Linares was an employee of CRC, and Kallen did not
13	contact Mr. Li	nares. [Id., Ex. A-4 at 61:5-10]
14	24.	As permitted by Nevada law, Kallen elected to participate in the Foreclosure
15	Mediation Pro	gram. [Id., Ex. A-8]
16	25.	Kallen and an attorney representative for Lender attended the Mediation. [Id., Ex.
17	A-9] No resol	ution was achieved. [Id.]
18	26.	CRC did not attend the mediation. [Id.; id., Ex. A-10 at 214:20-216:10]
19	27.	CRC had no telephone communications with Kallen, which would have been
20	noted in CRC'	s comment log had they occurred; no such comments are evident in the log. [Id. at
21	207:12-17; id.,	Ex. A-11]
22		Rescission of the Notice of Default
23	28.	On January 11, 2012, the beneficiary under the Deed of Trust executed, and later
24	caused to be	recorded, a Substitution of Trustee, substituting National Default Servicing
25	Corporation ('NDSC") as trustee under the Deed of Trust-ending CRC's involvement with
26	Kallen. [Id., E	x. A-12]
27	29.	On April 18, 2012, NDSC recorded a notice rescinding the Notice of Default,
28	evidencing the	beneficiary's "election, without prejudice, not to cause a sale to be made pursuant

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to	said Declaration a	and Notice."	[Id.]	Ex. A-13	at CR	C000038-	39

30. The Property has not been sold at a foreclosure sale; Kallen remains living at the Property to this day. [Id., Ex. A-4 at 25:4-9, 26:18-21, 27:7-10]

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- 31. At the time it performed the acts described above, CRC held a valid Nevada business registration. [Id., Ex. A-14]
- 32. CRC was engaged as trustee with respect to Kallen's Loan "[t]o foreclose on the mortgage that was in default," not to "obtain a payoff" or "obtain reinstatement." [Id., Ex. A-10] at 68:24-69:14]
- 33. It was not CRC's purpose "to obtain cash proceeds to pay down the debt." [Id. at 70:7-11]
 - 34. It was not CRC's purpose "to obtain money" for the Lender. [Id. at 70:21-71:3]
- 35. Rather, CRC's sole function was to be "responsible for conducting the trustee sale or coordinating the trustee sale." [Id. at 128:19-129:6]
 - 36. CRC does not provide "debt validation notices." [Id. at 210:6-24]
- 37. CRC does not view foreclosure to constitute the collection of a debt. Foreclosure is "apart and separate from collecting the debt." [Id. at 97:19-98:12]
- According to the former president of CRC, "We weren't collecting debts. We were 38. foreclosing on mortgage loans." [Id. at 39:20-23, 212:5-6]
- 39. CRC's former employees distinguish trustees from collection agents. "We are a foreclosure trustee and not a collection agent." [Id., Ex. A-15 at 12:3-11, 39:4-13; 51:21-52:19 ("To my knowledge, the non-judicial foreclosure process is not a collection process. That's my understanding"); 86:13-20 ("To my knowledge, California Reconveyance Company was a foreclosure trustee and not a debt collector")]
 - 40. The FDCPA was never discussed at CRC. [Id. at 64:12-25]
 - CRC never provided training regarding debt collection laws. [Id. at 65:23-66:24] 41.
- 42. Any fees CRC may have received for its work were billed directly to the lender, not the borrower. [*Id.*, Ex. A-10 at 246:23-247:8]

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43. CRC left the Nevada market in 2011 and sold its assets to a third-party in 2013. [Id. at 41:9-42:7]

SUMMARY JUDGMENT STANDARD

Summary judgment should be granted when "the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." NRCP 56(c). Summary judgment is appropriate when the record "demonstrate[s] that no genuine issue of material fact exists, and the moving party is entitled to judgment as a matter of law." *Cuzze v. University & Cmty. Coll. Sys. of Nev.*, 123 Nev. 598, 602, 172 P.3d 131, 134 (2007).

When a defendant files a motion for summary judgment that identifies the absence of facts sufficient to establish a claim for relief, the claimant must come forward with facts that are both admissible and sufficient to support the asserted claims. "If the nonmoving party will bear the burden of persuasion at trial, the party moving for summary judgment may satisfy the burden of production by either (1) submitting evidence that negates an essential element of the nonmoving party's claim, or (2) 'pointing out . . . that there is an absence of evidence to support the nonmoving party's case." *Id.* at 602-03, 172 P.3d at 134 (affirming summary judgment against plaintiff who failed to provide evidence in support of alleged causes of action) (citation omitted).

Speculative arguments about what the facts might be at the time of trial do not suffice to withstand a motion for summary judgment. *Wood v. Safeway, Inc.*, 121 Nev. 724, 731, 121 P.3d 1026, 1031 (2005) (affirming summary judgment against plaintiff who failed to demonstrate the existence of a genuine issue of material fact). The party opposing summary judgment "is not entitled to build a case on the gossamer threads of whimsy, speculation and conjecture." *Collins v. Union Fed. Sav. & Loan Ass'n*, 99 Nev. 284, 302, 662 P.2d 610, 621 (1983) (affirming district court's decision to grant summary judgment motion because affidavit submitted by plaintiff was insufficient to "produce the requisite quantum of evidence to enable him to reach the jury with his claims").

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Argument

I. THE ENTIRE COMPLAINT FAILS AS A MATTER OF LAW.

For the reasons set forth in CRC's Response, which is incorporated by this reference, CRC is entitled to judgment as a matter of law because the TAC fails in its entirety for reasons that neither have been, nor can be, cured by any present or future discovery. Accordingly, the TAC can be dismissed as a matter of law without considering any of the factual record presented in the Statement of Undisputed Facts.

II, KALLEN'S CLAIMS AGAINST CRC ARE FATALLY AND INCURABLY DEFICIENT.

The Response (at 1-2, 5) identifies two fundamental legal problems with the TAC: that fees allegedly received by an unlicensed collection agency do not constitute an injury to the payor, and that Defendants were not required to possess a collection agency license in order to act in the capacity of trustee under a deed of trust. But even if the Court were to find that these problems are remediable based upon the evidence uncovered through discovery (they are not), *Kallen's* claims against CRC would remain fatally deficient, for two primary reasons. First, Kallen paid nothing to CRC and has not lost the Property, and thus has no injury as a matter of fact. Second, the only conduct that CRC performed was to record a notice of default against the Property, an act that indisputably does not constitute "claim collection" even under the most tortured, liberal reading of Nevada law.

A. Kallen Has No Injury.

Kallen lacks any injury for the Court to remedy. She has no damages under her claim for consumer fraud, because she has not lost anything as a result of CRC's alleged conduct—i.e., the recording of a notice of default after Kallen actually defaulted. Further, there is no legal or equitable justification for Kallen's absurd theory that CRC must disgorge to Kallen fees that CRC allegedly received from the lender. Finally, because Kallen has not conferred any benefit on CRC (she admits that she has never paid a dime to CRC), there is no basis for Kallen's claim of unjust enrichment. These deficiencies, standing alone, are fatal to the entire complaint as against CRC.

1. Kallen Is not Entitled to any Remedy for Consumer Fraud.

The court in a consumer fraud case may award "damages that the claimant has sustained" and "equitable relief that the court deems appropriate." NRS 41.600(3)(a), (b). Kallen is entitled to neither.⁴

First, Kallen has no damages because she has suffered no harm. As discussed in the Response (at 2-3), Kallen's theory of consumer fraud injury is that CRC "received illicit fees and costs" for its trustee services. [TAC, \P 27, 29] Notably absent from these allegations is any contention that CRC reaped any of the alleged "illicit fees" from Kallen. Indeed, it did not; Kallen admits that she has never paid a dime to CRC, and has not paid her lender anything since she first defaulted in 2010. [Id., \P 14, 21] Far to the contrary, Kallen admits that she defaulted on her payment obligations under her deed of trust. [Id., \P 15] CRC was thus entitled under the deed of trust to foreclose. [Id., \P 9] Nevertheless, the foreclosure has not even occurred and CRC is not the current trustee. [Id., \P 28, 30] Kallen has lived at the property rent-free since 2010. [Id., \P 30]

Given these undisputed facts, it would be absurd to conclude that CRC should pay damages to Kallen. Under the consumer fraud statute, the Court may award only those damages "that the claimant has sustained." NRS 41.600(3)(a) (emphasis added). The reference to damages "sustained" means actual losses. E.g., Felder v. United States, 543 F.2d 657, 667 (9th Cir. 1976) ("The general purpose of damage awards in tort actions has been to compensate plaintiffs for losses incurred") (emphasis added); Restatement (Second) of Torts § 903 (1979) (award of damages requires showing of "harm sustained" by the plaintiff); id. § 7(2) ("harm" means "the existence of loss or detriment in fact of any kind to a person resulting from any cause") (emphasis added). Kallen has suffered no loss, no harm, no injury, and thus has no damages caused by any act of consumer fraud.

⁴ The consumer fraud statute also provides for an award of fees and costs to a prevailing plaintiff, but obviously the plaintiff cannot prevail without proving an entitlement to damages or equitable relief. NRS 41.600(3)(c).

⁵ In the absence of controlling case law, Nevada courts look to the *Restatement* for guidance. See, e.g., Foster v. Costco Wholesale Corp., 128 Nev. Adv. Op. 71, 291 P.3d 150, 154 (2012) (relying on the *Restatement of Torts*).

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Second, Kallen is not entitled to equitable relief in the form of an injunction against CRC, because CRC is no longer serving as the trustee under her Deed of Trust. [SOF, ¶ 28-30] Indeed, CRC has left the Nevada market entirely, and is no longer providing trustee services to anyone in Nevada. $[Id., \P 43]$ Thus, there is nothing for the Court to enjoin. Further, in addition to the reasons set forth in the Response (at 4-5), any theory of disgorgement as an equitable remedy necessarily fails because Kallen did not pay the fees she seeks to have disgorged. The remedy of disgorgement without a corresponding loss by the plaintiff is not available under the claims brought in this case. See Restatement (Third) of Restitution & Unjust Enrichment §§ 42-43 (2011) (limiting such disgorgement to benefits obtained by interference with intellectual property or in breach of fiduciary duty). The common theme in these circumstances is that the defendant has received some benefit that in equity should belong to the plaintiff. Thus, for example, a fiduciary who obtains some personal advantage through the fiduciary relationship is liable to disgorge it to the beneficiary, and his liability "does not depend on proof . . . that the claimant has sustained quantifiable economic injury." Id., § 43 cmt b, Kallen's allegations do not fit this mold. The fact that CRC did not possess a collection agency license does not transform its contractual fees into a benefit that Kallen was entitled to enjoy for herself. Merely stating the proposition is sufficient to demonstrate its absurdity.

2. CRC Was not Unjustly Enriched.

Unjust enrichment is a form of quasi-contractual relief that requires proof of "a benefit conferred on the defendant by the plaintiff... under circumstances such that it would be inequitable for him to retain the benefit without payment of the value thereof." Unionamerica Mortgage & Equity Trust v. McDonald, 97 Nev. 210, 212, 626 P.2d 1272, 1273 (1981) (reversing judgment for plaintiff) (quotations and citations omitted) (emphasis added). Kallen clearly has no claim for unjust enrichment against CRC because she conferred no benefit on CRC. [SOF, ¶ 14]

The Deed of Trust—the express, written contract Kallen entered into—permits the Lender to "charge Borrower fees for services performed in connection with Borrower's default." [Id., ¶8] Pursuant to the Deed of Trust, Kallen also agreed that CRC, as trustee, would apply

proceeds of the foreclosure sale to "all expenses of sale, including, but not limited to, reasonable Trustee's and attorneys' fees." [Id., ¶ 13] The Deed of Trust governs the relationship, and Kallen does not have a claim for unjust enrichment.

B. CRC Was Not Required To Hold A Collection Agency License To Record A Notice Of Default.

Pursuant to NRS Chapter 107, any "domestic or foreign entity which holds a current state business registration issued by the Secretary of State pursuant to chapter 76 of NRS" may serve as a trustee under a deed of trust. NRS 107.028(1). CRC meets this definition because it was continuously licensed by the Nevada Secretary of State to conduct business in Nevada since 2006. [SOF, ¶31] Thus, there can be no question that CRC had all required licenses to act in the capacity of trustee. Further, a person acting in the capacity of trustee indisputably may send and record a notice of default and election to sell the Property. NRS 107.080(2)(c)(2). This is the only act that CRC performed with respect to Kallen. [SOF, ¶¶16-26] Thus, Kallen asks the Court to declare unlawful what the legislature has expressly authorized in Chapter 107. This is impermissible, and fails as a matter of law for the reasons set forth in the Response (at 5-20).

Further, CRC's acts with respect to Kallen do not fit even the most liberal definition of "claim collection." A "collection agency" is a person "engaging, directly or indirectly, and as a primary or a secondary object, business or pursuit, in the collection of or in soliciting or obtaining in any manner the payment of a claim owed or due or asserted to be owed or due to another." NRS 649.020(1). A "claim" is "any obligation for the payment of money or its equivalent that is past due." NRS 649.010. CRC did not seek "payment of a claim" from Kallen. CRC collected no money from Kallen whatsoever, did not sell her property at a trustee's sale, and did not demand that Kallen pay money to CRC or anybody else. [SOF, ¶¶ 14-27] Instead, CRC was engaged merely to foreclose the deed of trust. [Id., ¶¶ 31-42]

As explained by Judge Williams in *Quality Loan*, "giving the required notices" necessary by statute to "exercise . . . the power of sale under a Deed of Trust is not the collection or solicitation of payment of a claim." *Quality Loan*, 2013 WL 6911859, at *2. The court reasoned: "Because of the unique nature of real property, the use of a Deed of Trust to hold such real

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property as security for a real estate loan (which includes the Trustee's power of sale by the contractual consent of the borrower), a Deed of Trust is not a 'claim' or 'debt' as defined by NRS Chapter 649." Id. at *3. Thus, "a Trustee exercising the power of sale pursuant to the procedures set forth in NRS chapter 107 is not required to obtain a license as a 'collection agency' from the FID prior to exercising the power of sale under a Deed of Trust." Id. at *2. "The FID has no regulatory, licensing or enforcement authority over a Trustee's exercise of the power of sale pursuant to NRS chapter 107." Id. at *3.

C. CRC Did Not Knowingly Conduct Business Without A License.

Despite proceeding under the consumer fraud statute, Kallen has no evidence, nor even any allegation, that CRC committed any acts of actual fraud or deception. Rather, she relies solely upon a provision of the statute that defines "consumer fraud" to include certain conduct defined by statute as a "deceptive trade practice." NRS 41.600(2)(e). Under NRS 598.0923(1), "[a] person engages in a 'deceptive trade practice' when in the course of his or her business or occupation he or she knowingly . . . [c]onducts the business or occupation without all required state, county or city licenses." NRS 598.0923(1).

Thus, while Kallen fails to allege or prove that she was actually defrauded, deceived, or victimized in any fashion by unfair or abusive practices, she nevertheless seeks unspecified damages for "consumer fraud" solely on the theory that CRC conducted the business of a collection agency without holding a collection agency license. [TAC, ¶¶ 42, 44, 45] The claim fails because, for the reasons set forth above and in the Response (at 5-20), CRC was not required to hold a collection agency license. It also fails because Kallen cannot prove that CRC *knowingly* conducted business without a required license.

The Deceptive Trade Practices Act ("DTPA") does not create a strict-liability offense. Sobel v. Hertz Corp., 698 F. Supp. 2d 1218, 1230 (D. Nev. 2010) (rejecting plaintiff's contention that DTPA creates "per se" liability), rev'd in part on other grounds, 2017 WL 56310 (9th Cir. 2017). Rather, a person is not liable under the DTPA unless he "knowingly" commits the proscribed conduct. NRS 598.0923. The requirement of a knowing violation is not trivial; it does not merely mean that the defendant knowingly performed the unlawful act (i.e., that the act was voluntary and not accidental). Rather, under Sobel, it means that the defendant knows the facts

that make the action unlawful under the DTPA.

In Sobel, Hertz was sued under a provision of the DTPA that makes it a deceptive trade practice for a person to knowingly violate "a state or federal statute or regulation relating to the sale or lease of goods or services." Sobel, 698 F. Supp. 2d at 1230 (quoting NRS 598.0923(3)). In addressing this claim, the district court had already determined that Hertz violated a Nevada statute relating to the lease of goods. Id. Importantly, however, the court rejected "Plaintiffs' contention that because Hertz violated section 482.31575, Hertz has per se violated the DTPA."

Id. Rejecting the argument that the DTPA creates a strict-liability offense, the district court entered summary judgment for Hertz, holding that the plaintiff failed to prove a knowing violation of the DTPA:

In light of the substantial uncertainty surrounding section 482.31575's requirements, it would be difficult to establish that Hertz *intentionally circumvented* the requirements of the statute. Indeed, Plaintiffs have failed to present evidence suggesting that Hertz knowingly violated section 482.31575.

Id. (emphasis added). In other words, the fact that Hertz merely intended to do the act that violated the underlying statute was not enough. The court in Sobel required proof, to make out a claim under the DTPA, that the defendant knew what the underlying statute required and intentionally evaded those requirements.

The DTPA provisions at issue in *Sobel* and here are indistinguishable for purposes of the requirement of a knowing violation. *Compare* NRS 598.0923(1) (defining "deceptive trade practice" as knowingly "conduct[ing] the business or occupation without all required state, county or city licenses") *with* NRS 598.0923(3) (defining "deceptive trade practice" as knowingly "violat[ing] a state or federal statute or regulation relating to the sale or lease of goods or services"). Applying *Sobel*, to state a claim under the DTPA on the basis that CRC knowingly conducted a collection agency business "without all required state, county or city licenses," Kallen must prove that CRC knew that it was required to hold a collection agency license but "intentionally circumvented" that requirement. NRS 598.0923(1); *Sobel*, 698 F. Supp. 2d at 1230. Anything less would impose strict liability for consumer fraud on unlicensed businesses and would therefore read the word "knowingly" out of the statute, which this Court is not

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permitted to do. *E.g.*, *Davis v. Beling*, 128 Nev. Adv. Rep. 28, 278 P.3d 501, 508-09 (2012) (interpreting a statute, the court must "read its provisions as a whole and give effect to each of its words and phrases").⁶

Under these unambiguous standards, Kallen has no evidence that CRC knowingly violated NRS 649.075, the collection agency licensing statute. CRC's former employees testified that they did not believe CRC was engaging in conduct that constituted claims collection and did not believe CRC needed a special license to act as a trustee. [SOF, ¶¶ 31-43] At the time CRC acted with respect to Kallen, no state or federal judicial decision had held that a Nevada trustee must obtain a collection agency license. To be sure, several cases held to the contrary. See, e.g., Karl v. Quality Loan Serv. Corp., 759 F. Supp. 2d 1240, 1247-48 (D. Nev. 2010); Maves v. First Horizon Home Loans, No. 3:10-cv-00396-LRH-VPH, 2010 WL 3724264, at *3 (D. Nev. Sept. 15, 2010). Indeed, a near avalanche of Nevada federal authorities now holds that no collection agency license is required to conduct foreclosure activities. See Response at 14 n.6. The earliest date by which any person might have had reason to know that trustees should be licensed as collection agencies was February 14, 2012, when the FID issued its Quality Loan decision (subsequently vacated by Judge Williams and held "void ab initio due to legal error by the FID"). Quality Loan, 2013 WL 6911859, at *1 and *3. By that time, CRC had already ceased acting as trustee for Kallen and had exited the Nevada market entirely. [SOF, ¶ 28, 43] Since mere "substantial uncertainty" about the requirements of a statute was sufficient in Sobel to defeat the

The requirement that the defendant know that a license is required is consistent with analogous law. Nevada has at least three statutes that define "knowingly" as a mens rea. All of them require "knowledge that the facts exist which constitute the act or omission" that is prohibited. NRS 624.024 (regulating contractors); NRS 281A.115 (ethics in government); NRS 193.017 (criminal provisions). Here, those facts include the fact that a license is required. If the defendant does not know that a license is required, he can only innocently—not "knowingly"—violate the statute. Compare Restatement (Second) of Torts § 552C (1965) (defining "innocent misrepresentation" as tort committed when speaker does not know his statement is false) with id. § 556 (misrepresentation is "fraudulent" when speaker knows it is false or does not know whether it is true or false). Further guidance may be found in the Model Penal Code, which explains that a person does not knowingly commit an offense unless he acts knowingly "with respect to circumstances specified in the offense unless "he is aware . . . that such circumstances exist." Model Penal Code § 2.02(1), (2)(b)(i) (emphasis added). Without knowing the circumstance that a license is required, a person cannot knowingly violate the DTPA.

1	allegation of a knowing violation, summary judgment is all the more appropriate here, where			
2	there was no indication whatsoever in 2011 that CRC was required to have a collection agency			
3	license to act as a trustee.			
4	Relief Requested			
5	CRC respectfully asks the Court to enter summary judgment in favor of CRC on all claims			
6	in the TAC and to award any additional relief, including attorneys' fees and costs, as the Court			
7	may deem appropriate.			
8	DATED this 4th day of April, 2017.			
9	SMITH LARSEN & WIXOM			
10	By: /s/ <i>Katie M. Weber</i>			
11	Kent F. Larsen Nevada Bar No. 3463			
12	Katie M. Weber Nevada Bar No. 11736			
13	1935 Village Center Circle Las Vegas, Nevada 89134			
14	Lawrence G. Scarborough			
15	Admitted Pro Hac Vice Jessica R. Maziarz			
16	Admitted Pro Hac Vice Kathryn E. Brown			
17	Admitted Pro Hac Vice BRYAN CAVE LLP			
18	Two North Central Avenue, Suite 2200 Phoenix, Arizona 85004			
19	Attorneys for Defendant California Reconveyance Company			
20	Company			
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1	CERTIFICATE (OF SERVICE
2	I hereby certify that on April 4, 2017, I se	erved a true and correct copy of the foregoing
3	DEFENDANT CALIFORNIA RECONVEY	ANCE COMPANY'S MOTION FOR
4	SUMMARY JUDGMENT, on counsel by e-ma	ail transmission to the persons listed below,
5	pursuant to EDCR 8.05(a):	
6	Nicholas A. Boylan	nablawfirm@gmail.com
7	LAW OFFICES OF NICHOLAS A. BOYLAN, APC	
8	and Shawn Christopher CHRISTOPHER LEGAL GROUP	sc@christopherlegal.com
9	Attorneys for Plaintiff	
10	Richard J. Reynolds BURKE WILLIAMS & SORENSEN, LLP	rreynolds@bwslaw.com
11	and Michael R. Brooks	mbrooks@brookshubley.com
12	BROOKS HUBLEY, LLP Attorneys for Defendant MTC Financial, In	
13	Trustee Corps	
14	Gregory L. Wilde Kevin S. Soderstrom	glw@tblaw.com kss@tblaw.com
15	Kevin P. Nelson TIFFANY & BOSCO, P.A.	kpn@tblaw.com
16	Attorneys for Defendant National Default Servicing Corporation	·
17	Kristin A. Schuler-Hintz	khintz@mccarthyholthus.com
18	MCCARTHY & HOLTHUS Attorneys for Defendant Quality Loan	
19	Service Corporation	
20		
2122	(TI(co.Tacuma
23	An E	Elise Fossum mployee of Smith Larsen & Wixom
24		
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EXHIBIT A

		n	
	1	DECL Kent F. Larsen	
	2	Nevada Bar No. 3463	
	3	Katie M. Weber Nevada Bar No. 11736	
	4	SMITH LARSEN & WIXOM 1935 Village Center Circle	
	5	Las Vegas, Nevada 89134 Telephone: (702) 252-5002	
	6	E-mail: kfl@slwlaw.com kw@slwlaw.com	
	7	Attorneys for Defendant California Reconveyance Company	
	8	DISTRICT CO	URT
	9	CLARK COUNTY, I	NEVADA
	10	JEFFREY BENKO, a Nevada resident; CAMILO	G N 14 CLOOPE G
	11	MARTINEZ, a Nevada resident; ANA MARTINEZ, a Nevada resident; FRANK SCINTA, a Nevada	Case No.: A-11-649857-C Dept. No.: XIX
	12	resident; JACQUELINE SCINTA, a Nevada resident;	
52-6007	13	RAYMOND SANSOTA, a Ohio resident; FRANCINE SANSOTA, a Ohio resident; SANDRA	
TEL (702) 252-5002 · FAX (702) 252-6007	14	KUHN, a Nevada resident; JESUS GOMEZ, a Nevada resident; SILVIA GOMEZ, a Nevada	
o2 • FA≯		resident; DONNA HERRERA, a Nevada resident;	DECLARATION OF JESSICA R. MAZIARZ IN
252-50	15	ANTOINETTE GILL, a Nevada resident; JESSE HENNIGAN, a Nevada resident; KIM MOORE, a	SUPPORT OF DEFENDANT
EL (702)	16	Nevada resident; THOMAS MOORE, a Nevada resident; SUSAN KALLEN, a Nevada resident;	CALIFORNIA RECONVEYANCE COMPANY'S MOTION FOR
H	17	ROBERT MANDARICH, a Nevada resident; JAMES NICO, a Nevada resident; and PATRICIA	SUMMARY JUDGMENT
	18	TAGLIAMONTE, a Nevada resident,	
	19	Plaintiffs,	
	20	VS.	
	21	QUALITY LOAN SERVICE CORPORATION, a California Corporation; MTC FINANCIAL, INC.	
	22	dba TRUSTEE CORPS, a California Corporation;	
	23	MERIDIAN FORECLOSURE SERVICE, a California and Nevada Corporation dba MTDS, Inc.,	
	24	dba MERIDIAN TRUST DEED SERVICE; NATIONAL DEFAULT SERVICING	
	25	CORPORATION; a Arizona Corporation, CALIFORNIA RECONVEYANCE COMPANY, a	
	26	California Corporation; and DOES 1 through 100, inclusive,	
	27	Defendants.	
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HILLS CENTER BUSINESS PARK

1935 Village Center Circle

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IEL (702) 252-5002 · FAX (702) 252-6007

Las Vegas, Nevada 89134

Jessica R. Maziarz, a resident of the state of Arizona, declares as follows:

- 1. I am a licensed attorney currently in good standing to practice law in the state of Arizona. I am admitted *pro hac vice* to appear before this Court in this action.
- 2. I am an associate at the law firm of Bryan Cave LLP, Two North Central Avenue, Suite 2100, Phoenix, Arizona 85004, and I am one of the counsel representing defendant California Reconveyance Company in this action.
- 3. I have personal knowledge of the matters contained in this declaration. I am competent to testify regarding the same.
- 4. Attached as Exhibit A-1 is a true and correct copy of Plaintiff Susan Kallen's Deed of Trust, recorded November 24, 2004, produced with Bates labels CRC000001-28.
- 5. Attached as Exhibit A-2 is a true and correct copy of an Adjustable Rate Note, dated November 15, 2004, produced with Bates labels CRC000130-138.
- 6. Attached as Exhibit A-3 is a true and correct copy of a Notice of Default and Election to Sell Under Deed of Trust, recorded January 21, 2011, produced with Bates labels CRC000032-34.
- 7. Attached as Exhibit A-4 is a true and correct copy of excerpts from the Deposition of Susan Kallen, taken on October 26, 2016.
- 8. Attached as Exhibit A-5 is a true and correct copy of Plaintiff Susan Kallen's Responses to Defendant California Reconveyance Company's First Set of Interrogatories, served September 22, 2016.
- 9. Attached as Exhibit A-6 is a true and correct copy of a statutory notice produced with Bates label BENKO623.
- 10. Attached as Exhibit A-7 is a true and correct copy of the Assignment of Deed of Trust, recorded on January 21, 2011, produced with Bates labels CRC000029-31.
- 11. Attached as Exhibit A-8 is a true and correct copy of the Election/Waiver of Mediation Form, produced with Bates label CRC000129.
- 27 12. Attached as Exhibit A-9 is a true and correct copy of the Foreclosure Mediation Program, Mediator Statement, produced with Bates labels CRC000146-154.

1	13. Attached as Exhibit A-10 is a true and correct copy of excerpts from the		
2	Deposition of Deborah Brignac, taken on September 9, 2016.		
3	14. Attached as Exhibit A-11 is a true and correct copy of the CRC comment log,		
4	produced with Bates label CRC000283. [FILED UNDER SEAL]		
5	15. Attached as Exhibit A-12 is a true and correct copy of the Substitution of Trustee,		
6	dated January 11, 2012, produced with Bates labels CRC000035-37.		
7	16. Attached as Exhibit A-13 is a true and correct copy of the Notice of Rescission of		
8	Notice of Default and Election to Sell Under Deed of Trust, recorded April 18, 2012, produced		
9	with Bates labels CRC000038-40.		
10	17. Attached as Exhibit A-14 is a true and correct copy of California Reconveyance		
11	Company's certified business license records from the Nevada Secretary of State, Commercial		
1.2	Recordings Division.		
13	18. Attached as Exhibit A-15 is a true and correct copy of excerpts from the		
14	Deposition of Colleen Irby, taken on February 22, 2017.		
15	I declare under penalty of perjury under the laws of the state of Nevada that the foregoing		
16	is true and correct.		
17	EXECUTED this 4th day of April, 2017 at Phoenix, Arizona.		
18	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		
19	Jessica R. Maziarz		
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EXHIBIT A-1



ASSESSOR'S PARCEL NUMBER: 138-19-412-010

AFTER RECORDING RETURN TO: Washington Mutual Bank, FA C/O ACS IMAGE SOLUTIONS 12691 PALA DRIVE MS156DPCA GARDEN GROVE, CA 92841

1124-	

Fee: \$40.00 N/C Fee: \$25.00

11/24/2004

09:12:12

120040137458 Requestor: NETCO TITLE

Frances Deane

8GN

Clark County Recorder

Pgs: 27

 [Space Above This Line For Recording Data] —	
MINIO MERIACOECO	

DEED OF TRUST

03-0691-068716101-8

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 cogether with all Riders to this document. (B) "Borrower" isSUSAN E KALLEN, AN UNMARRIED WOMAN	November 15, 2004 ,
Borrower is the trustor under this Security Instrument.	. ,
(C) "Lander" le Washington Mutual Bank, FA, a feder	al association
Lender is a Bank organized	and extarting diseas the raws or
United States of America	Lender's address is:
400 East Main Street Stockton, CA	95290
Lender is the beneficiary under this Security instrument.	
(D) "Trustee" is CALIFORNIA RECONVEYANCE	COMPANY
(E) "Note" means the promissory note signed by Borrower and date The Note states that Borrower owes Lender Two Hundred Thirt	n November 15, 2004
Hundred Ninety & 00/100	***************************************
Dollars (U.S. \$ 239,990.00) plus interest. Borrower in regular Periodic Payments and to pay the debt in full not later the (F) "Property" means the property that is described below under the Property."	the heading "Transfer of Rights
(G) "Loan" means the debt evidenced by the Note, plus interest, at charges due under the Note, and all sums due under this Security (ny prepayment charges and late nstrument, plus interest.

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03-0691-068716101-8

(H) "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]:
X Adjustable Rate Rider Condominium Rider 1-4 Family Rider Graduated Payment Rider Name Planned Unit Development Rider Second Home Rider Other(s) [specify]
(I) "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.
(J) "Community Association Dues, Fees, and Assessments" means all dues, lees, assessments and other charges that are imposed on Borrower or the Property by a condominium association,
homeowners association or similar organization. (K) "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 telephonic instrument, computer, or magnetic tape so as to order, but is not limited to, noint-of-sale
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 clearlychouse transfers.
(L) "Escrow Items" means those items that are described in Section 3. (M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or
whether by way of ludgment settlement of otherwise, paid by girly time party total
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 ormasions as to, and
value and/or condition of the Property. (N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or
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(O) "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.
The interest in the Book Estate Cottlement Procedures ACE (12 U.S.U. Decitor) 2001 of 60977
and its implementing regulation, Regulation X (24 C.F.R. Part 3600), as they might be among and its implementing regulation, regulation that governs the same
The state of the state specifity instrument, incorn lates to all requirements
restrictions that are imposed in regard to a redefaily felaced mortgage loan."
(=1 "A
whether or not that party has assumed Borrower's obligations under the Note and or the desarry
Instrument.
TRANSFER OF RIGHTS IN THE PROPERTY
This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note; and (iii) the performance of all agreements of Borrower to pay fees and charges arising out of the loan whether or not herein set forth. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power
Amendment to the time of time of time of the time of t

Page 2 of 17

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03-0691-06873	16101-8
of sale, the following described property located in	County,
which currently has the address of 3417 BEDFORDSHIRE PL	
(Street) LAS VEGAS , Nevade 89129 ("Property Address"); [City] [Zip Code]	
TOGETHER WITH all the improvements now or hereafter greated on the property	, and all

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 COVENANTS that Borrower is lawfully selsed 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 of more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashler'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

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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 of 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 6; 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 Loen, 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 walver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been walved 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 falls 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

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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 date 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 twelve 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 twelve 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 llen 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 ilen. 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.

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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 falls 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. Lender may purchase such insurance from or through any company acceptable to Lender including, without limitation, an affiliate of Lender, and Borrower acknowledges and agrees that Lender's affiliate may receive consideration for such purchase. 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 polices 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 and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance. 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.

Borrower hereby absolutely and irrevocably assigns to Lender all of Borrower's right, title and interest in and to all proceeds from any insurance policy (whether or not the insurance policy was required by Lender) that ere due, peld or payable with respect to any damage to such property, regardless of whether the insurance policy is established before, on or after the date of this Security Instrument. By absolutely and irrevocably assigning to Lender all of Borrower's rights to receive any and all proceeds from any insurance policy, Borrower hereby walves, to the full extent allowed by law, all of Borrower's rights to receive any and all of such insurance

proceeds.

Borrower hereby absolutely and irrevocably assigns to Lender all of Borrower's right, title and interest in end to (a) any and all claims, present and future, known or unknown, absolute or contingent, (b) any and all causes of action, (c) any and all judgments and settlements (whether through litigation, mediation, arbitration or otherwise), (d) any and all funds sought against or from any party or parties whosoever, and (e) any and all funds received or receivable in

NEVADA 32841 (03-03)

Page 6 of 17

connection with any damage to such property, resulting from any cause or causes whatsoever, including but not limited to, land subsidence, landslide, windstorm, earthquake, fire, flood or any other cause.

Borrower agrees to execute, acknowledge if requested, and deliver to Lender, and/or upon notice from Lender shall request any insurance agency or company that has issued any insurance policy to execute and deliver to Lender, any additional instruments or documents requested by Lender from time to time to evidence Borrower's absolute and irrevocable assignments set forth in

this paragraph. 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 sixty 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, or remove or demolish any building thereon, 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 good condition and repair 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 in good and workmanlike manner if damaged to avoid further

NEVADA 32841 (03-03)

IN THE SUPREME COURT OF THE STATE OF NEVADA

JEFFREY BENKO, a Nevada resident, et al..

Appellants,

VS.

QUALITY LOAN SERVICE CORPORATION, a California Corporation, et al.,

Respondents.

Supreme Court Case No. 73484

Electronically Filed
Eighth Judicial District Mayuft 2018 08:32 a.m.
Case No. A-11-64987 Flizabeth A. Brown
Clerk of Supreme Court

On Appeal from an Order Dismissing Case as A Matter of Law and Directing Judgment in Defendants' Favor with Prejudice in Connection with Plaintiffs' Third Amended Complaint

RESPONDENTS' APPENDIX (VOLUME 7 of 8)

Kent F. Larsen Nevada Bar No. 3463 Katie M. Weber Nevada Bar No. 11736 Smith Larsen & Wixom 1935 Village Center Circle Las Vegas, Nevada 89134 Lawrence G. Scarborough
Admitted *Pro Hac Vice*Jessica R. Maziarz
Admitted *Pro Hac Vice*Kathryn E. Bettini
Admitted *Pro Hac Vice*Bryan Cave Leighton Paisner LLP
Two North Central Avenue, Suite 2100

Phoenix, Arizona 85004

Attorneys for Respondent California Reconveyance Company

CHRONOLOGICAL INDEX

DESCRIPTION	FILE DATE	VOLUME	PAGE
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Opposition to the Plaintiffs' Motion to Remand	04/02/12	1	RA000067-80
Plaintiffs' Memorandum of Points and Authorities in Support of Plaintiffs Motion for Order Granting Leave to File Second Amended Complaint (Exhibits Omitted)	04/12/12	1	RA000081-110
California Reconveyance Company's Opposition to Plaintiffs' Motion for Order Granting Leave to File Second Amended Complaint (Exhibits Omitted)	04/30/12	1	RA000111-121
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Defendants' Joint Motion to Bifurcate and Limit Discovery to Named Plaintiffs in Initial Phase of Discovery (Exhibits Omitted)	06/15/16	1	RA000139-155
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Defendant MTC Financial Inc. dba Trustee Corps' Cross-Motion Motion for Summary Judgment or, in the Alternative, Partial Summary Judgment Against Plaintiffs Raymond Sansota and Francine Sansota; Declaration of Allan E. Ceran in Support Thereof	02/24/17	2	RA000317-392
MTC Financial Inc. dba Trustee Corps' Evidentiary Objections to Declaration of Nicholas A. Boylan Filed in Support of Sansota's Motion for Partial Summary Judgment	02/24/17	2	RA000393-400
Declaration of Rande Johnsen in Support of Defendant MTC Financial Inc. dba Trustee Corps': (1) Cross-Motion for Summary Judgment or, in the Alternative, Partial Summary Judgment Against Plaintiffs Raymond Sansota and Francine Sansota; and (2) Opposition to Motion for Partial Summary Judgment of Plaintiffs Raymond Sansota and Francine Sansota	02/24/17	2	RA000401-475
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DESCRIPTION	FILE DATE	VOLUME	PAGE
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MTC Financial Inc. dba Trustee Corps' Objections to the Separate Statement in Support of Sansota's Preliminary Opposition to Trustee Corps' Cross- Motion for Summary	03/10/17	3	RA000525-556
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Declaration of Gloria Juarez in Support of Defendant MTC Financial Inc. dba Trustee Corps' Objections to Additional Evidence Filed Beladtely by Plaintiffs Raymond Sansota and Francine Sansota in Support of Their Motion for Partial Summary Judgment	03/10/17	4	RA000901-903
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Declaration of Gloria Juarez in Support of Defendant MTC Financial Inc. dba Trustee Corps' Objections to Additional Evidence Filed Beladtely by Plaintiffs Raymond Sansota and Francine Sansota in Support of Their Motion for Partial Summary Judgment	03/10/17	4	RA000901-903
Declaration of Jerett T. Yan in Support of Defendant MTC Financial Inc. dba Trustee Corps' Cross-Motion for Summary Judgment	03/13/17	4	RA000907-1202
Declaration of Jerett T. Yan in Support of Defendant MTC Financial Inc. dba Trustee Corps' Objections to Additional Evidence Filed Belatedly by Plaintiffs Raymond Sansota and Francine Sansota in Support of Their Motion for Partial Summary Judgment	03/10/17	3	RA000567-900
Declaration of Rande Johnsen in Support of Defendant MTC Financial Inc. dba Trustee Corps': (1) Cross-Motion for Summary Judgment or, in the Alternative, Partial Summary Judgment Against Plaintiffs Raymond Sansota and Francine Sansota; and (2) Opposition to Motion for Partial Summary Judgment of Plaintiffs Raymond Sansota and Francine Sansota	02/24/17	2	RA000401-475
Defendant California Reconveyance Company's Motion for Summary Judgment	04/04/17	7, 8	RA001635-1820
Defendants' Joint Motion to Bifurcate and Limit Discovery to Named Plaintiffs in Initial Phase of Discovery (Exhibits	06/15/16	1	RA000139-155

DESCRIPTION	FILE DATE	VOLUME	PAGE
Omitted)			
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DESCRIPTION	FILE DATE	VOLUME	PAGE
MTC Financial Inc. dba Trustee Corps' Objections to the Supplemental Separate Statement in Support of the Reply Memorandum of Raymond Sansota and Francine Sansota in Support of Motion for Partial Summary Judgment	03/10/17	3	RA000557-566
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Notice of Entry of Discovery Commissioner's Report and Recommendations	03/17/17	5	RA001203-1217
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Notice of Entry of Discovery Commissioner's Report and Recommendations	04/12/17	8	RA001827-1836
Notice of Entry of Discovery Commissioner's Report and Recommendations from Hearing on July 20, 2016	11/15/16	1	RA000166-178
Notice of Entry of Discovery Commissioner's Report and Recommendations for Hearing on September 21, 2016	11/15/16	1	RA000179-197
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DESCRIPTION	FILE DATE	VOLUME	PAGE
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Quality Loan Service Corporation's Motion for Summary Judgment on Amended Complaint	04/03/17	5, 6, 7	RA001230-1634
Quality Loan Service Corporation's Opposition to the Motion for Partial Summary Judgment	02/24/17	2	RA00293-316
Request for Judicial Notice in Support of Defendant MTC Financial Inc. dba Trustee Corps': (1) Cross-Motion for Summary Judgment or, in the Alternative, Partial Summary Judgment Against Plaintiffs Raymond Sansota and Francine Sansota; and (2) Opposition to Motion for Partial Summary Judgment of Plaintiffs Raymond Sansota and Francine Sansota (Exhibit 8 Omitted)	02/24/17	2, 3	RA000476-516



Fee: \$35.00 N/C Fee: \$0.00

03/22/2006

10:29:38

T20060050528
Requestor:
COMMERCE TITLE

Frances Deane

DGI

Clark County Recorder

Pgs: 22

Assessor's Parcel Number: 12425815023

Remon To:
CTX MORTGAGE COMPANY, LLC.
350 HIGHAND DR, 1ST FL, FINAL DOCS
LEWISVILLE, TX 75067

Prepared By:
COMMERCE TITLE COMPANY
3600 NORTH RANCHO DRIVE SUITE 113
LAS VEGAS NV 89130

Founding Requested By: ALLIPON HALEY

186301664 610198

Space Above This Line For Recording Data}-

DEED OF TRUST

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 together with all Riders to this document.

3/02/2006

(B) "Borrower" is

. CAMILO MARTINEZ AND

ANA L. MARTINEZ AND

JUAN M. PEREZ RAMIREZ AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

Borrower is the trustor under this Security Instrument,

(C) "Lender" is

CTK MORTGAGE COMPANY, LLC.

Lender is a CORPORATION

organized and existing under the laws of

THE STATE OF DELEWARE

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

Form 3029 1/01

-6(NY) (0507)

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initials: CM SLM .

VMP Mortgage Solutions, Inc.

. (800)521-7291



٠.		186301664
•	Lender's address is 2828 NORTH HARWOOD DALLAS, TX 75201-1516	
	Lender is the beneficiary under this Security Instrument. (D) "Trustee" is	
	COMMERCE TITLE COMPANY 3500 NORTH RANCHO DRIVE SUITS (E) "Note" means the promissory note signed by Borrower and dated	3/02/2006
	The Note states that Borrower owes Lender TWO HUNDRED EIGHTY THOUSAND ONE HUNDRED EIGHTY & 00/10	
:	(U.S. \$ 280, 180.00) plus interest. Borrower has promised to pay this de Payments and to pay the debt in full not later than 4/01/2036	•
	(F) "Property" means the property that is described below under the heading "Transproperty."	
	(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment che due under the Note, and all sums due under this Security Instrument, plus interest. (H) "Riders" means all Riders to this Security Instrument that are executed by Bor Riders are to be executed by Borrower [check box as applicable]:	
*	X Adjustable Rate Rider Balloon Rider VA Rider Condominium Rider Second Home Planned Unit Development Rider 1-4 Family Rider Diher(s) [spec	ider
	(I) "Applicable Law" means all controlling applicable federal, state and local ordinances and administrative rules and orders (that have the effect of law) as well non-appealable judicial opinions. (J) "Community Association Dues, Fees, and Assessments" means all dues, fees, charges that are imposed on Borrower or the Property by a condominium ass association or similar organization. (K) "Electronic Funds Transfer" means any transfer of funds, other than a transactic draft, or similar paper instrument, which is initiated through an electronic terminal, computer, or magnetic tape so as to order, instruct, or authorize a financial institution account. Such term includes, but is not limited to, point-of-sale transfers, autotransactions, transfers initiated by telephone, wire transfers, and automated clearinghous (L) "Escrow Items" means those items that are described in Section 3. (M) "Miscellaneous Proceeds" means any compensation, settlement, award of damag any third party (other than insurance proceeds paid under the coverages described damage to, or destruction of, the Property; (ii) condemnation or other taking of all or at (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions condition of the Property. (N) "Mortgage Insurance" means insurance protecting Lender against the nonpayme Loan. (O) "Periodic Payment" means the regularly scheduled amount due for (i) principal Note, plus (ii) any amounts under Section 3 of this Security Instrument. (P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amen or any additional or successor legislation or regulation that governs the same subject Security Instrument, "RESPA" refers to all requirements and restrictions that a	as all applicable linal, assessments and other ociation, homeowners on originated by check, telephonic instrument, in to debit or credit an insect teller machine se transfers. es, or proceeds paid by in Section 5) for: (i) my part of the Property as to, the value and/or at of, or default on, the land interest under the matter, from time to time matter. As used in this
		a de Av

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6(NV) (0507)

186301664

to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "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

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 CLARK of

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

All that tract or parcel of land as shown on Schedule "A" attached hereto which is incorporated herein and made a part hereof.

12425815023

Parcel ID Number:

which currently has the address of

3305 GREEN ICE AVENUE NORTH LAS VEGAS

89081 [City], Nevada [Zip Code]

[Street]

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

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

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

1. Payment of Principal, Interest, Escrow Items, Propayment 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

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(M) -6(NV) (0507)

Initials: OM DLM. IMPR Form 3029 1/01 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 ununid, 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 decined 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 definquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the tate 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 Londer 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

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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.

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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 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'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 Insurument. 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.

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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 with 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 uncarned 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 Lendor 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

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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 make 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 but taking any or all actions subtorized under this Section 9.

Any amounts disbursed by Londer under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear injerest at the Note rate from the date of disbursement and shall be physible, 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.

 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 Morgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Merigage 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 Lendor'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

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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 Miscollaneous 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 sures 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 semence) 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

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any Successors in Interest of Borrower. Lender shall not be required to commonce 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.

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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 faminine 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 logal 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 coccurred. 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

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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 care 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. Mazardous 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.

-6(NV) (0507)

Initials: AMAIM JAPA Form 3029 1/01 NON-UNIPORM COVENANTS. Borrower and Lender further covenant and agree as follows:

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

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

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

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

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

25. Assumption Fee, if there is an assumption of this loan, Lender may charge an assumption fee of U.S. \$ \$500.00

-6(NV) (0507)

Initials: CMNM & ME 1/01

186301664

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:	CAMILO MARTINEZ -Borrower
	AND L. MARTINES -BOTTOWER
JUGA A LOVING (Seal) JUGA N. PEREZ RAMINES -Borrower	-Borrower
-Borrower	-Borrower
	-Borrowc

STATE OF NEVADA

This instrument was acknowledged before me on FIRICCH 21, 2006 CANTLO MARTINEZ

by

ANA L. MARTINEZ JUAN M. PEREZ RAMIREZ



James Glan

Mail Tax Statements To:

Camillo Martinez

3305 GREEN ICE AVENUE NORTH LAS VEGAS, NV 89081

-6(NV) (0507)

Page 15 of 15

Initials: AMDU LAPA Form 3029 1/01

EXHIBIT A

LEGAL DESCRIPTION:

Lot 333, of ROSE LAKE UNIT 1E, as shown by Map thereof on file in Book 120 of Plats, Page 10, in the Office of the County Recorder of Clark County, Nevada $\,$.



PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 2nd day of march, 2006, 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

CTY MORTGAGE COMPANY, LLC.

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

3305 GREEN ICE AVENUE NORTH LAS VEGAS, NV 89081 [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

SEE BELOW *

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

[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.

MULTISTATE PUD RIDER - Single Family - Fannle Mae/Freddle Mac UNIFORM INSTRUMENT Form 3150 1/01

Page 1 of 3

Initials: CM SLM, IMPR

2.-7R (0411)

VMP Mongage Solutions, Inc. (800)521-7291



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

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

loan.

Borrower shall give Lender prompt notice of any tapse 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 tacilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

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

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

Lender to Borrower requesting payment.

Initials: CM DUM SMIL-Form 3150 1/01

₩-78 (0411)

Page 2 of 3

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this PUD Rider. -Borrower ____(Seal) -Borrower (Seal) -Borrower ____(Seal) -Borrower

7 (0411)

Page 3 of 3

__ (Seal) -Borrower

____(Seal) -Borrower

Form 3150 1/01

.....(Seal) -Borrower



ADJUSTABLE RATE RIDER

(LIBOR 6 Month Index (As Published In The Wall Street Journal) - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 2nd day of MARCH, , 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 Adjustable Rate Note (the "Note") to

CTX MORTGAGE COMPANY, LLC.

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

3305 GREEN ICE AVENUE NORTH LAS VEGAS, NV 89081

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 7.950 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the $_{18\,\mathrm{L}}$ day of $_{\mathrm{APRIL}}$, 2009 , and on that day every $_{\mathrm{STH}}$ month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for 6 month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent tasks figure available as of the first

Multistate Adjustable Rate Rider - LIBOR 6 Month Index PIVE YEAR INTEREST ONLY CENSUL (082364)

Page 1 of 3

business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding percentage FIVE AND 650/1000 point(s) (%) to the Current Index. The Note Holder will then round the result 5,650

of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to pay interest at the new rate before the First Principal and Interest Payment Due Date, thereafter, it will be in an amount sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The Interest rate I am required to pay at the first Change Date will not be greater than %. Thereafter, my adjustable interest rate will 10,950 % or less than 7.950 never be increased or deceased on any single Change Date by more than ONE AND 500/1000 percentage point(s) (1.500 %) from the rate of interest I have been paying for the preceding 6 months. My interest rate will never be greater than 14.950 %.

> * or lower than 7.950

(E) Effective Date of Changes

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

(F) Notice of Changes

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

(G) Date of First Principal and Interest Payment

The date of my first payment consisting of both principal and interest on this Note (the "First Principal and Interest Payment Due Date") shall be the 61st monthly payment.

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

1. Until my initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument shall read as follows:

Transfer of the Property or a Beeficial Interest in Borrower, If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender shall not this Multistate Fixen/Adjustable Rate Rider - LABOR 6 Month Index FIVE YEAR INTEREST ONLY CE8:902 (102703)

Page 2 of 3

Borrower causes to be submitted to Lender Information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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

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

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

· 3	and the second of the second o
(Seal)	(Seal)
ANA L. MARTINEZ PO TOUROWE	CAMILO MARTINEZ
-Borrows	Little II LANI (Seal) Javan M. derbez randriez Bordwer
(Scal) -Borrowe	y
Seal)	(Seal) -Borrower

Multistate Pixed Adjustable Rate Rider - LABOR 6 Month Index PTVE YEAR INTEREST ONLY CEREOUS (082304) Page 3 of 3

Fee: \$15.00 N/C Fee: \$0.00

05/03/2006

09:36:38

T20060077945

Requestor:

ORION FINANCIAL GROUP INC

Frances Deane

GNC

Clark County Recorder

Pas: 2



Assignment of Mortgage

Senti Any Notices To Assignee.

For Valuable Consideration, the undersigned, CTX MORTGAGE COMPANY, LLC 2728 North Harwood, Dallas, TX 75201 (Assigner) by these presents does assign and set over, without recourse, to CENTEX HOME EQUITY COMPANY, LLC 2728 N. Harwood, Dallas, TX 75201 (Assignee) the described mortgage, together with certain note(s) described with all interest, all liens, any rights due or to become due thereon, executed by CAMILO MARTINEZ AND ANA L MARTINEZ AND JUAN M PEREZ RAMIREZ, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP to CTX MORTGAGE COMPANY, LLC. Said mortgage Dated: 3/2/2806 is recorded in the State of NV, County of Clark on 3/22/2806, Book 2806032 Instrument# 1637 AMOUNT: \$ 280,188.90 Property Address: 3305 GREEN ICE AVENUE, NORTH LAS VEGAS, NV 89081

IN WITNESS WHEREOF, the undersigned corporation has caused this instaument to be executed by its proper officer. Executed on: 4/21/2006

CTX MORTGAGE COMPANY, LLC

PREPARED BY & RETURN TO:

Orion Financial Group, Inc.

2860 Exchange Blvd. # 100

Southlake, TX 76092

Parcel # 124-25-815-023

S. A. Wileman

By:

A. Wileman, Vice President

MARTINEZ CTX SJR *02119158*

NV Clark

186301664 CHEC/CTX-ASSIGN/CTX State of Texas, County of Tarrant

On 4/21/2006, before me, the undersigned, S. A. Wileman, who acknowledged that he/she is Vice President of/ for CTX MORTGAGE COMPANY, LLC and that he/she executed the foregoing instrument and that such execution was done as the free act and deed of CTX MORTGAGE COMPANY, LLC.



Notary public, J. P. Tully

My commission expires: June 30, 2008

MAIL TAX BILL TO:

CAMILO MARTINEZ AND ANA L MARTINEZ AND JUAN M PEREZ RAMIREZ, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP Property Address: 3305 GREEN ICE AVENUE, NORTH LAS VEGAS, NV 89081

02119158

NV Clark

186301664 CHEC/CTX-ASSIGN/CTX

EXIII 17

20080912-0004175

Fee: \$16.00 N/C Fee: \$25.00 RPTT: \$0.00

09/12/2008 T20080209076

14:59:03

Requestor

FIRST AMERICAN NATIONAL DEFA Debbie Conway BGN

Clark County Recorder

Recording requested by:

When recorded mail to:

BEACOSTONIC REGISTERATION SAL PEST AMERICAN TITLE BEFORENCE COMPANY Quality Loan Service Corp. 2141 5th Avenue San Diego, CA 92101

The undersigned hereby affirms that there is no Social Security number contained in this document.

APN 124-25-815-023

Space shove this fine for Recorder's 1/28

Loan No.

TS No.: NV-08-199628-TD

Order # 3868426

Assessors Parcel No(s) 124-25-815-023

Notice of Breach and Default and of Election to Cause Sale of Real **Property Under Deed of Trust**

NOTICE IS HEREBY GIVEN: That Quality Loan Service Corp. Is either the original trustee, the duly appeinted substituted trustee, or acting as agent for the trustee or beneficiary under a Doad of Trust detect 0/2/2008, executed by CAMILO MAPTINEZ AND ANA L MARTINEZ AND JUAN M PERIEZ RAMIREZ AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP, as Truster, to secure certain obligations to sever of CTX MORTGAGE COMPANY, LLC, as beneficiary, recorded 3/22/2008, as their unemit No. 20060322-0001837, in Book xxx, Page xxx of Official Records in the Office of the Recorder of CLASS. County, Nevada securing, among other obligations including 1 NOTE(S) FOR THE OPIGINAL sum of \$280,180.00, that the beneficial interest under such Doed of Trust and the obligations secured thereby are presently held by the undersigned; that is breach of, and default in, the obligations for which such Doed of Trust is security has occurred in that payment has not been made of:

Installment of principal and interest plus impounds and advances which became due on 6/1/2008 plus amounts that are due or may become due for the following: late charges, delinquent properly taxes, insurance premiums, advances made on senior liens, taxes and/or insurance, trustees tees, and any afformer fees and court costs ensing from or associated with beneficiaries effort to protect and preserve its security must be nured as a condition of reinstatement.

That by reason thereof the present Senediciary under such deed of Trust has executed and delivered to said duly appointed Trustee a written Declaration of Default and Damand 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.

NOTICE

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

Page 1

TS No.: NV-08-199628-TD Loan No.: Notice of Default Page 2

To determine if reinstatement is possible and the amount, if any, to cure the default, contact:

Mattenstar Mortgage LLC C/O Guality Lean Service Corp. 2141 5th Avenue San Diego, CA 92101 619-645-7711

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. Motwithstanding the fact that your property is in foreclosure, you may offer your property for sale provided the sale is concluded prior to the conclusion of the foreclosure.

Dated: 9/12/2008

Quality Loan Service Cerp., AS AGENT FOR BENEFICIARY BY: First American Title Insurance Company

By: DENNIS CANLAS, Assistant Socretary

Statis of Nevada County In Clark) ss.)			MALMACH		
This Instrument was i	itiscovladged befor	re me, a notary p	aiblio, by		minimi	ac well-amount on
	Miller Hall	ú				
	,	ministration in the second				
Notary Publis					A	af maranaral

If you have previously been discharged through backgropicy, you may have been released of personal liability for this loan in which case this letter is intended to exercise the note holder's rights against the real property only.

THIS OFFICE IS ATTEMPTING TO COLLECT A DEBT AND XMY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be authoritized to a credit report agency if you fail to fulfill the turns of your credit utilitations.

ACKNOWLEDGMENT State of: California County of Orange
on 9/12/08 perote 1964/1/14/1/16 ary public.
personally appeared DENNIS CANLAS
who proved to me on the basis of satisfactory evidence to be the pareon (s)
whose name(s) is/are subscribed to the within instrument and acknowledged
to me that helahe/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 strilly upon behalf of which the person(s) acted, executed
the instrument
I certify under PENALTY OF PERJURY under the laws of the state of Celifornia that the foregoing paragraph is true and correct.
WITNESS my hand and official seal RVCYMMCCLUS Completes # 1824469 Motor Vide: Collomo Orage County My Comin Scote Nov 15, 2004
signari ya Julian Karania ka
anganamanamanamanamanamanamanamanamanama

Va cerepantion controllar PRESEASE CAN TELESTICATION CENTRANS

When recorded mail to: Quadity Loan Service Corp. 2141 5th Avenue San Diego, CA 92101

The undersigned hereby affirms that there is no Social Society animber contained in this document.

36684210-06 TS#NV-08-199628-TH

Requestor:

TITLE COURT SERVICE INC 12/17/2008 14:01:09 T20080313191

Book/Instr: 20081217-0003523 Notice Trustes SPage Count: 2

Fees: \$15.00 N/C Fee: \$0.00

Debbie Conway Clark County Recorder

NOTICE OF TRUSTEE'S SALE

YOU ARE IN DEFAULT UNDER A DEED OF THUST DATED 372/2006. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU WEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

A public auction sale to the highest hidder for each, cachier's check drawn on a state or patienal black, check thrien by state or federal credit union, or a check drawn by a state or federal savings and lose association; or savings association, or savings bank specified in Section 5102 to the Financial code and authorized to do business in this state, will be held by thely appointed trustee. The sale will be made, but without coverant or warranty, expressed or iniplied, regarding ritle, possession, in annumbrances, to pay the remaining principal sum of the mite(s) secured by the Divid of Trust, with inserest and late charges thereon, as provided in the note(s), advances, under the testus of the Dead of Trust, interest thereon, fees, charges and expenses of the Trustee for the total smount (at the time of the Initial publication of the Notice of Sale) reasonably estimated to be set forth below. The amount may be greater on the day of sate.

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

Trustor(s):

Camilo martinez and ana l martinez and Juan m perez ramirez as

Joint tenants with right of Survivorship

Recorded:

3/22/2006 as Instrument No. 20060322-0001637 in book xxx, page xxx of Official Records in the

office of the Recorder of CLARK County, Nevada;

Date of Sale: 1/5/2009 at 10:00 AM

Place of Sular Ad the front entrance to Revadu Lagai News located at 930 S. 4TH Street, Las Vegas, NV.

Amount of impaid balance and other charges: \$294,416,79

The comported property address

IMS CREEN ICE AVENUE

NORTH LAS VEGAS, NV 89081

Assessors Parcel No. 124-25-815-023

This property is sold as it, lender is mable to validate the condition, defects or disclusive teams of said property and buyer waives the disclosure requirements under NRS 113.130 by perchasing at this sale and signing the receipt of sale. The undersigned Tensies disclaims any liability for any incorrectness of the property address or other common designation; if any, shown herein. If no stress address or other common designation is shown, directions to the location of the property may be obtained by sending a written request to the beneficiary within 10 days of the date of first publication of this Notice of Sale.

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

Date: 12/15/2008

Quality Loan Service Corp.
2141 5th Avenue
San Diego, CA 92101
619-645-7711 For NON SALE information only
Sale Line: 714-730-2727 or Logiu to: www.fidelityasap.com
TS #: BV-48-199628-TE
Reinstatement Line: 619-645-7711 x3704

State of California)
County of San Diego)

On 12/15/2008 before me, Repute 4. Damson a Notary Public, personally appeared Les Paschen who proved to one 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 be/she/they executed the same in his/her/their sufficient equality (ies), and that by his/her/their signature(s) on the humanument the person(s), or the curity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my band and official scal.

Signature :

dokuie I. Dawani

Seal)

ECHRE I DAWSON Commisson & 1628056 Rotory Public - Collectio San Diego County My Comm. Explies Joh & 2010

If you have previously been discharged through bankruptcy, you may have been released of personal liability for this loan in which case this letter is intended to exercise the fiere holder's rights against the real property only.

THIS NOTICE IS SENT FOR THE PURPOSE OF COLLECTING A DEBT. THIS FIRM IS ATTEMPTING TO COLLECT A DEBT ON BEHALF OF THE MOLDER AND OWNER OF THE MOTE. ANY INFORMATION OBTAINED BY OR PROVIDED TO THIS FIRM OR THE CREDITOR WILL BE USED FOR THAT PURPOSE.

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations.

EXHIBIT 19

CERTIFIED BY FIRST AMERICAN TITLE
INSURANCE COMPANY TO BE A COPY
OF THE DOCUMENT RECORDED ON 05/06/2011
AS INSTRUMENT NO. 20110506-0002501
IN BOOK PAGE
OFFICIAL RECORDS OF CLARK

APN: 124-25-815-023 Recording Requested by:

When Recorded Mail to:
NATIONSTAR MORTGAGE, LLC
C/O Nationstar Mortgage LLC
350 Highland Drive
Lewisville, TX 75087

Forward tax statements to the address given above

TS #: NV-08-199628-TD Order #: 3868428 Space above this line for recorders use only

It is hereby affirmed that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 2398.030).

Trustee's Deed Upon Sale

Transfer Tax: \$1,359.16

The undersigned grantor declares:
The grantee herein IS the foreclosing beneficiary.
The amount of the unpaid debt together with costs was: \$333,730.24
The amount paid by the grantee at the trustee sale was: \$266,303.79
The documentary transfer tax is:
\$1,369.15
Said property is in the City of: NORTH LAS VEGAS, County of CLARK

QUALITY LOAN SERVICE CORPORATION, as Trustee, (whereas so designated in the Deed of Trust hereunder more particularly described or as duly appointed Trustee) does hereby GRANT and CONVEY to

NATIONSTAR MORTGAGE, LLC

(herein called Grantee) but without covenant or warranty, expressed or implied, all right title and interest conveyed to and now held by it as Trustee under the Dead of Trust in and to the property situated in the county of CLARK, State of Nevada, described as follows:

LOT 333, OF ROSE LAKE UNIT 1E, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 120 OF PLATS, PAGE 10, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA .

This conveyance is made in compliance with the terms and provisions of the Deed of Trust executed by CAMILO MARTINEZ AND ANA L MARTINEZ AND JUAN M PEREZ RAMIREZ AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP, as trustor, dated 3/2/2006, and recorded on 3/22/2008 as Instrument number 20060322-0001637, in Book xxx, Page xxx, of Official Records in the office of the Recorder of CLARK, Nevads, under the authority and powers vested in the Trustee designated in the Deed of Trust or as the duly appointed trustee.

default having occurred under the Deed of Trust pursuant to the Notice of Breach and Election to Sell under the Deed of Trust recorded on 9/12/2008, instrument no 0004175, bk 20080912, Book , Page , of Official records. Trustee having complied with all applicable statutory requirements of the State of Nevada and performed all duties required by the Deed of Trust including sanding a Notice of Default and Election to Sell within ten days effect its recording and a Notice of Sale at least byenty days prior to the Sale Date by certified mail, postage pre-past to each person entitled to notice in compliance with Nevada Revised Statule 107.050.

Default occurred as set forth in a Notice of Breach and Election to Seli which was recorded in the office of the Recorder of said County.

All requirements of law regarding the mailing of copies of notices or the publication of a copy of the Notice of Breach and Election to Sell or the personal delivery of the copy of the Notice of Breach and Election to Sell and the posting and publication of copies of the Notice of Sale have been complied with.

Said property was sold by said Trustee at public auction on 4/29/2011 at the place named in the Notice of Sale, in the County of CLARK, Nevada, in which the property is situated. Grantee, being the highest bidder at such sale, became the purchaser of said property and paid therefore to said tructee the amount being \$256,303.79 in lawful money of the United States, or by the satisfaction, pro tanto, of the obligations then secured by said Deed of Trust.

8511

Signature

QUALITY LOSIN SERVICE CORPORATION

3g. Karla Sunchex, Assistant Socretary

State of: <u>California</u>) County of: <u>San Diago</u>)

On MAY 0.4 2011 before me, Michelle Nguyen a notary public, personally appeared Karla Sanchez 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/ofhe/they executed the same in his/her/their authorized capacity(ics), and that by his/her/their signature(s) on the instrument 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.

< YI/II/W #1/ZWii.i.A

Michelle Nguyen

MicHELLE NGLIVEN
Commission # 1885573
Notary Public - California
San Diego County
My Comm Express May 8, 2014

THIS OFFICE IS ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

STATE OF NEVADA DECLARATION OF VALUE Assessor's Parcel Number(s) Type of Property: FOR RECORDERS OPTIONAL USE ONLY Single Fam. Res. Vacant Land (Ø 8) Condo/Twnhse d) 2-4 Plex Document/Instrument#:... **(3)** Comm'Vind'i Book Page (ه Apt. Bldg ij. Mobile Home Date of Recording: Agricultural h) Other a. Total Value/Sales Price of Property: b. Deed in Lieu of Foredosure Only (value of property) ç. Transfer Tax Velue: d. Real Property Transfer Tax due 4. If Exemption Claimed: Transfer Tex Exemption per NRS 376,090, Section Explain Reason for Exemption: Partial Interest: Percentage being transferred The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375,080 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 the disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tex due plus interest at 1% per month. Pursuant to \$25555030, the Buyer and Seller shall be jointly and severally liable for any additional amount ୍ ଠାହେପର୍ Capacity Signature anta Sanchez Capacity Signatura **BUYER (GRANTEE) INFORMATION** SELLER (GRANTOR) INFORMATION (Required) (Required) Print Print Quality Loan Service Corp. NATIONSTAR MORTGAGE, LLC 0/0 Name: Name: Nationstar Mortgage LLC Address: 350 Highland Drive Addres' 2141 5th Avenue SE: Civ: City: State: State: COMPANY/PERSON REQUESTING RECORDING Instrumed if not seller or buyer) Escrow #: 3868426 First American Title Insurance Company Name: Address " 3 First American Way Zipt 92707 State: CA (AS A PUBLIC RECORD THIS FORM MAY BE RECORDEDIMICISOFILMED) TSS: NV-08-189028-TD Loan#: 0186301664

EXIII 20

7031017 2031013 as CLARK COUNTY NEVACA PRANCES DEAMS, RECORDER

AECOMOED AT THE RECUEST OF, LINITED TITLE OF NEVADA

10-17-2003

14:51

370

OFFICIAL RECORDS

BOOM / INSTRICTOR 120031017-02233

PRICE COUNT: 15

C. Frience aroun

FEE: NPTI: 28,88

at

Assessor's Parcel Number: 176-06-612-007

WHEN RECORDED, MAIL TO: Marking Copins

9130 S. Eestern Avenue, Sune 199 Las Vegas, NEVADA 89113

This instrument was prepared by: Stocking Capital 9239 S. Ramenn Avenue, Esike 155 1.65 Vagne, NEVADA 89123 782-735-6888

Mail Tex Summent To: Sterbillo Copidal 92383, Konters Avense, Solie 155 Los Vogos, NEVADA 99123

Loss Number: 120003903 Onter Number: 02153092

(Space Above Yhis Line For Recording Onto)

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MIN:



DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 13, 13, 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 Christian S, 2003, together with all Ridors to this document
- (M) "Morrowse" is Frank Science and Jacquelles Science hashined and with , as faled toggiths . Borrower is the truster under this Security Instrument.
- (C) "Londor" is Morteline Comingt organized and existing under the laws of NEVADA. Landor's militars in \$130 S. Exstern Avenus, India (NI, Las Vopus, NEVADA IVII).
- (i)) "Traigree" is Paked This of Arrada Traigres's address is 3655 CM7 Shedons Parkway, 8110, Las Voyne, Clark Causty, NEVADA 29129.
- (E) "ASELE" is Decrease Electronic Registration Systems, Inc. MERS in a reports corporation that is sating solely as a nonlines for Lender and Lender's discussive and analysis. MERS is the beneficiary under this Securby Lagriculated, LIERS is organized and existing unforthe laws of Bedgeware, and haven address and releptons number of P.C. Ban 1976, 1984, AS 48541-1974, inl. (888) 578-MERS.
- (F) "Non" means the promisecry acts signed by Bondows and dated October 8, 1865. The Note states that Bostowes Ower Lender ONE HUNDRED FIFTY TWO THOUSAND FIVE MUNDRED and awill College (U.S.

THE COURT OF THE SERVE SHADOW SHADOW

\$100.000 ABOUT \$100.000

Description: Clark, NV Document-Year.Date.DocID 2003.1017.2233 Page: 1 of 15 ... Order: 2 Comment:

RA001537



\$152,500.00) plus interest. Herrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than November 1, 2013. (C) "Property" means the property that is described below under the heading "Transfer of Rights in the Property." (85) "Look" means the debuge dismonthy the Note, plus interest, any prepayment charges and late charges due under the Note: and all sums due under this Society Instrument, plus interess. (3) "Milders" means all Riders to this Security Instrument that are executed by Hornower. The following Riders are to be executed by Horrower (check buy as applicable): Second Home Rider Candominium Rider Adjustable Rate Rider VA Rider Planned Unit Development Rider Balkun Rider Biweekly Payment Rider 1-4 Family Rider Other (Specify) - Prepayment Penalty Rister (3) "Applicable Law" means all connolling 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, now appealable judicial opisioss. (K) Community Association Data. Fees, and Assessments" means all dues, fees, intresments and other charges that are improved on Horrower or the Property by a condiminium association, homeowners association or similar organization. (LI-Bisectronic Funds Transfer" means any transfer of funds, other than a transaction originated by these, draft, or zimitu juper in trument, which is initialed frough an electronic tempoal, relaphonic instrument, computer, is magnetic imperiode la collection dialectic es desposit innimiento dichitor credit processor. Such term includes, but is un limited to, point of sale transfers, amounted teller machine transactions, transfers initiated by telephone, wire transfers. and automated clearing house transfers. (M) "Eseraw Items" means those items that are described in Section 3. [M) "Missellangous Proceeds" ments my compeniation, scribment, award of damages, ra proceeds gaid by any third party (other than insurance proceeds paid under the coverages described in Section 57 for (1) damage to, or destruction of the Property, (ii) condemnation or other taking of all or any pair of the Property, (iii) conveyance in ticu of condemisation; by (iv) misrepresentations of or omissions us to, the value and/or condition of the Property. (G) "Mortgage lasurance" means insurance protecting Lender against the nonpayment of, or default on, the Loss. (p) specially payment means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Socurity Instrument. (Q) "RESPA" means the Real Estate Settlement Procedures Act 412 U.S.C. \$ 3601 er 1891 and its implementing regulation. Regulation & (24 C.) a. Part IStal), as they might be amended from time to time, or any additional or successor legiclation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" to kips to all requirements and restrictions that are imposed in regard to a "lederally related mortgage loss," even if the Losse does not qualify as a "federally related mortgage loan" under RESPA. (M) "Successor in interest of Massawer" means any party that has taken title to the Property, whether or not that party has assumed Borniver's obligations under the Note and/or this Security Instrument. TRANSFER OF RIGHTS IN THE PROPERTY The beneficiary of this Security instrument is SHERS (salely as nominee for Lender and Lander's necessors and assigns). and the successors and assigns of MICNA. This Security Instrument secures to Lender (1) the repayment of the Loan, and all renewally, extensions and newhiteations of the Note; and fift the performance of Homower's covenants and agreements under this Security featurement and the blode, for this purpose, thorower irrespectably grants and conveys to Trustee, in must, with pensor of sale, the holowing described property located in the County of Clark: See Amerbed Eabibit 'A' which currently has the address of \$660 Stroom haks Assume ("Property Address"): Lat Veger NEVADA 89148 ICKALTHER WITH all the improvements must or hereafter exected on the properly, and all essements. appartenshees, and tixtures now by hereafter a pair of the property. All replacements and additions shall also be covered by this Security Instrument. All of the listsgaing is referred to in this Security Instrument as the Fragerty. Borrower uniderstands and agrees that MERS holds only legal little to the interests granted by Borrower in this Security Instrument. NEVALLA SITTA TAMA, FAMA MANTINGU MEC LIMPONI NG TRUMENT NOTH MINT 838 mg - (888) 884-1873



but Hancessure to comply with low or contour, SHR size manifest for Lander and Lander's macessors and manifest has the right to exercise any or all of those interests. Including, but not limited to, the right to breed are said self the Property said to take any action required of Lander including, but not brotten to, releasing and canceling this Security Institution.

BORKOMAN COLATIVAZIZIPRO Bratimics in languals rejusted the totals people countries and prespecially an gram and comes, the Property wal that the Durparty is openionablesed, about the encombisation of course. Northwest warrants and will describ generally the little to the frequency against all claims and demands, subject to any ork universarises

THIS SIXURITY INSTRUBIENT 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:

L. Payment of Principal Interest, Excrem tioms, Prepayment Charges, and Late Charges, thereing chall pay when due the principal of, and inserest on, the debt evidenced by the Note and any perpayment charges and late charges due wider the Now. Himmore shall also pay fends for Liceum from pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in P.S. currents. However, If any check or other instrument received by Lander as payment under the Store or this Security Instrument to returned to Lender corpsed. Lender may require that arts or all subsequent payments due under the hole and this Security Instrument he made in one or more of the full owing turnes, as selected by Lender: (a) cash; (b) money order: (c) centiled check, bank check, beasures a check or easiler's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency.

instrumentality, or emity; or (d) Electronic Funds Transfer.

Payments are decomply received by Louiser when received at the location designated in the Note or at such other location as may be dealgrated by Condectin accordance with the notice provisions in Section 15. Londer may return any payrison or partial paparism if the payment or partial payments are invalled and to bring the Loan current. Lender may narept any payment or partial payment insufficient to being the Loan current, without waiver of any rights hercuisder in praiming the in eights to refine such payment or partial pariments in the finure, but I sender is my unlighted to apply such payments at the time such payments are accepted. If each Periodic Paymem is applied as of its scheduled due date, shoo Lenderneed not guy interest on unapplied houds, Lendermay hold such unapplied hands until Bornower makes payment so bring the Losn current. If the respect divisions decay within a reasonable period of time; Lender shall either sopil) south funds de return them to Berrower. If not applied carller, such finds will be applied to the ometanding principal balance under the Following principal balance under the Following the following the following the future. against Lendor shall reflexe florenower from moking payments due under the Note and this Society Instrument of performing the coverants and agreenoms secured by this Security Instrument.

2. Application of Paymouse or Proceeds. Fixed 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) annuals due under Section I. Such payments shall be applied to can't Periodic Payment in the order in which a became due Any remaining amounts that he applied first to late charges, accordances.

wher amounts due under this Section. Instrument, and then provides the principal balaries of the Nine.

entier amounts due under this Security Instrument, and then to request the promopal palance of the Nine.

If I ender receives a payment from Borrower for a delinquent Errindic 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 mirrouten one Periodic Payment is destanding. Lender may apply any payment received from from rest in the repayment of the Periodic Payment if, and to the extent that, each payment can be paid in full. To the extent that any extent exists after the payment it applied to the full payment of one or more Periodic Payments, such excess may be applied to any take charges due. Voluntary propagations shall be applied first to any propayment charges and then as described in the

Any application is payments, insurance proports, or Miscellancous Proceeds to principal due under the Note shall not extend or passions; the due date, of change the amount, of the Periodic Paymenta

3. Funds for Escrow Items. Humaver shall pay to Lender on the day Periodic Payments are due under the bing, until the Sints is paid in full, a sum (the "Finds") to payine for payment of amounts die for (a) taxes and servements and other forms which can attain priority over this Security Instrument as a lien or ancombinate on the Property (the leasehold payments or ground roots on the Property (the leasehold payments or ground roots on the Property, it and to promite a surface it instrumes required ty i speler ander Section & soid (d) blingage familiance members, blumy, or any sums payable by ilamnocria i ender in lies of the payment of Alongage Insurance promiums in accordance with the provisions of Section 10. These items are enfled "Exercia licina". At artificiation of all any time during the feem of the Loan, Lander may require that Community Association Ducs, Form and Assessments, Time, he emitteed by Brandson, and such dura, fore and assessments thall be un fractive light. Bottever shall promptly furnish to Lender all revices of amounts to be paid under this Section. Borrower shall pay Lander the Funds for Excrem Items unless Lander is diver Borrower's obligation to pay the Funds for

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108, 199, (800) \$58, (873)



any orall kastone from Lendermay with extensional subligation to pay to Lender Funds for my or all fiscion horns at say time. Any such waiter may unly be in writing, in the exempt such waiter, Marcower shall pay directly, when and where payable, the anjourns due for any Excess floors for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipss exidencing such payment within such time period as Lender may require. Barrower's obligation to make such payments and to provide receipts shall for all purposes be decined to be a corement and agreement contained in this Security Instrument, as the phrase "coremant and agreement" in used in Section 9. If Remover is abligated in pay the samous due to be waiver, and from over fails in pay the samous due for an Existing District and District a onligated under Section 9 to 1500) to Londer any such amount. Londer may recove the mainer at to any or all Escrew Items at any time by a malor given in accordance with Section 15 and, upon such revocation. Borrover shall pay to Landyr all Funds, and in such amounts, that are then sequired under this Section 3.

Landyr all Funds, and in such amounts, that are then sequired under this Section 3.

Landyr may, at any time, collect and hold funds in an amount (a) sufficient to permit Lender to apply the Funds.

so the time specified under the SPA, and the me to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds dusting the basis of surrorn determined extraonable culmater of expenditures of

tables France liens or otherwise in accordance with Applicable Law.

This Funds shall be held in an intifution whose deposits are insured by a federal agency, instrumentality, or
entity findicating Lender, if Lender is an institution whose deposits are an insured) in in any Federal France Logar Bank Lender shall apply the Funds to pay the Escrew tiems no law than the time specified under APSPA. Lender shall not charge Borrower for helding and applying the Funds, annually analyzing the exercit scenars, or serliving the Escrea-Heras, unless Lander pays Morrower interest on the Funds and Applicable Lan-permits Landée to make such a thorge Unless an agreement is much in a citing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay thomoser any interestive carriage on the bands. Raymower and Lender consigned in writing, however, that interest shall be paid on the bands. Lender shall give to Russower, without charge, on annual accounting of the Funds as regideed by HESPA

Nibers is a susplus of I units held in excrose, as defined units RI SPA. Lender shall account to Homower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrew, as defined under RESPA. Lender shall nearly thoronor as required to RESPA, and thoronor shall pay be Lender the amount necessary to make up the shortage in accordance with Ricard, but in no more than 12 monthly payments. If there is a deficiency of i unds held in exercise, as defined under Ricard, Londer shall notify Rommer as required by Ricard, and Rommer shall pay in Londer the amount accessive to make on the deficiency in accordance with RESPA, but in no more than 12 morthly payments.

Lipsin payment in full of all soms accord by this Security Instrument, Lender shall promptly relies to floreness.

pay Pands held by Lander.

A.Churges; Liung, Borrower shall pay all cover, agreements, charges, fines, and impositions attributable to the Property which can attain principy over this Security Instrument, leasehold payments on ground cents on the Property Heavy and Community Association Dates, Pees, and Associations, Temp. For the outside that these items are Facrous Home.

Hopower shall per them in the suspect provided in Section 1. Biography shall promptly discharge my time which has privately over this Socurity Instrument unless Research (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only to long as Remover is performing such agreement; thi contests the lien in good faith by, or defends against enforcement of the lim in, legal proceedings which in Lander's opinion operate to prevent the enforcement of the lien while thous one lim in, legal proceedings which in Lander's opinion operate to prevent the conforcement of the lien while thous proceedings are peopling. But only until such proceedings are concluded, or (if) secures from the holder of the lien an agreement seals factory to Lander subscribeding the lien to this Security Instrument. If I made determines that any part of the Property is subject to a tien which can diaba private over this Security laurianean. Lordon may give American a nutice identifying the from Within II days of the descrip which then malice is given, thomose exchait exitely the lien or take one or mark of the actions see thath above in this Section 4.

Lendermay regular Restrictor to pay a one-time charge for a real estate tax verification and/or reporting service

and built diese notes an estimate of times

3. Property leaverance. Remover that keep the improvements now existing or hereafter stretced on the Property insured against loss by fire, hazards included within the term "extended cro-erage," and any other hazards included within the term "extended cro-erage," and any other hazards including, but not limited to, cartiquates and floods, for which Conder exquires leavenue. This insurance shall be multiplicatin the promote (including deductible levels) and for the periods that Lender (equires. That Lender requires pursuant to the preceding senioners can change during the room of the Loan. The insurance service providing the insurance shall be chosen by Romower subject to Londer's dight to disapprove Bornover's chaice, which right thail not naments with the London may require Bronover to pay, in connection with this Loan, either, (2) a one-line charge ha lloud rive determination, certification and macking certices; or (b) a vicetime charge for flood wore determination and vertification terrices and subsequent charges each time semappings in similar charges occur which reasonably might effect such determination or certification. Corrower shall also be responsible for the payment of any

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feen improved by the Federal Emergency Management Agency in connection with the teview of any flowed cone

determination equiling from an objection be Burrower.
[PROPORE] falls to misiciain any of the congregor described above. Lender may obtain insurance to every #1 Lender's option and Division's Expense. Lender is under no abligation to purchase any particular type in armount of coverage. Therefore, such coverage shall cover Lender, but might of might not protect from sea. Benever's equity to the Property, as the contents of the Property, against any risk, based or hability and might provide greater or lesetr coverage than was previously ineffect. Benever acknowledges that the cost of the insurance coverage to obtained might significantly exceed the cost of insurance that there were could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Burrower secured by this Security Instrument. These amounts shall bear interestics the Rive rate from the date of disbursement and shall be payable. With such interest, upon notice from Lender to Ekieniwer requesting payment.

All insurance pullules required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mertyage clause, and shall name Lender as mertgages and or as an additional has payer. Lender shall have the right to hold the policies and renewal crafficates. If Lender requires, homower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower chains any from of insurances in crage, but otherwise required by Lender, for damage to, or destruction of the Property, such policy shall include a sundard morthage clause and shall name Londer as mortaiges undire as an additional loss payes.

In the exent of loss, Moreover shall give prompt active to the insurance corrier and Lender. Lender may make proxitations made promptly by Brandwer. Unless Lender and Regraver otherwise agree in writing, any insurance proceeds, whether or not the uniterly ing insurance was required by Lender, stail be applied to restorate or tepair of the Property. If the restoration or repair is economically fessible and Lender's security is not leavened. During such repair and restoration period, Lender shall have the right to hold used insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed in Lender's satisfaction, populoed that such importion shall be undertaken promptly. Lender may distinrse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the conk is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such interest proceeds. Lender shall not be required to pay Barrower any interest proceeds. such proceeds. Fees for public adjusters, or other third panies, readined by Romover shall not be paid out of the insurance proceeds and shall be the sole obligation of Horower. If the resonation or repair is not economically leasible or Leader's accurately would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument. whether in not then due, with the crosses. If any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abundons the Property, Londer may file, negotiate and sends any available insurance claim and related insurers. If Borrower does not respond within 10 days to a notice from Lender that the insurance carrier has offered to spill a claim, then Lender may registate and sends the claim. The 16th day period will begin when the notice is given. In either event, or E'Lender sequires the Property under Section 22 or otherwise, Bostover bereits assigns to Lender (a) Borrower's rights to any insurance proceeds in an smooth metroexceed the amounts urpaid under the Ness in this Security Instrument, and the any other of Bearoscer's rights taiber than the right to any refused of usearned premiums paid by Bagrover) ander all insurance policies covering the Property, insofar as such rights are applicable to the covering the Property. Lender may use the insurance property as the property of to pay amounts unpaid under the Property of to pay amounts unpaid under the Property of to pay amounts unpaid

6. The appears, Homower shall occupy, establish, and use the Property as Borrower's principal residence within till days after the execution of this Security Instrument and shall continue to secupy the Property as Borrower's principal residence his at least one year after the claim of curupancy, unless Londer (above is eaguess in section), which consent shall ner be marranoughly withhold, or intera expensions circumstances exist which are beyond Borrover's ximend.

7. Preservation, Maintenance and Protection of the Property; Inspections, Northwest shall met destroy. damage or impair the Property, allow the Property to deteriorate or commit watte 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 decreating in value due to its condition. Unless it is determined pursuant to Section 3 that repair or restonation is not economically feasible. Rorrower shall promptly repair the Property if daringed to avoid further deterforation or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, description or damage it insurance or concernation products and products only if I ender has released proceeds the Property. Burniver shall be responsible for requiring or restoring the Property only if I ender has released proceeds for such purposes. Leader may disburse proceeds for the espairs and restoration to a single payment or in a series of progress payment as the work is completed. If the insurance or condemnstion proceeds are not sufficient to repair or restorate the Property, Burniver is not cultivated of Boston or a obligation for the completion of such repair or restoration.

i, ander or its agent may make resocrafite emities upon and inspections of the Property. If it has remarkable succe, Lander may in specifie interior of the improvements on the Property, Lender shall give Corrower notice with etime after

prior to such an interior inspection specifying such reasonable cause.

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& Burrower's Luza Application, Burrower shall be in default if, during the Loan application powers. Bordings, it can become on suffice of july in the green out of gradies at or leigh Houseway, a guide office a consent Lock materially false, midigating, or macionate information or statements to Lender for falled to provide Lender with material information) in consection with the Lean. Material representations include, but are not limited in representations concerning Decrease's necupancy of the Property as Birrower's principal residence.

9. Protection of Lender's interest in the Property and Alghin Units Security latitument. If the layer in the coverants and agreements contained in this Security Instrument, (or there is a legal proceeding that might algorificantly affect Lendor's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankraptey, probete, for condemnation or forteiture, for enforcement of a lien which may attain priority over this Security Instrument or currenting class or regulational, in (v) Moreover that abandoned the Property, then priority aser this Security Instrument in turn force less or regulational, or (c) biomover has abandoned the Property, then Lender may do and one for wheter or is meaningful or appropriate to protest Lender's inserest to 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 run include, but are not limited to (a) paying any sums secured by a tien which this proteity over this Security Instrument, (h) appearing in court, and (c) paying consensable antenney. Security featurement in the Property and/or rights, under this Security Instrument, including its secured publish in a bankrustry proceeding. Securing the Property includes, but is not limited to entering the Property to make repairs, change looks, replace or board up doors and windows, their a size from pipes, distribute building is other code violations or deaggrous conditions, and have utilities turned in or off. Although Lender may take action under this Section 9, Lender does not invested the or and the condition for our off actions. have to do to and is not under any diety or obligation to do so. It is agreed that Lender incurs no liability for mattaking any or all actions makerized under this Section 9.

Any amounts dishussed by Leader under this Sustion 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear inforest at the Note rate from the date of dishursement and shall be

payable, with such interest, upon nones from Lander to Braniver requesting payment

If this Security Instrument is on a leasehold. Burniver shall comply with all the provisions of the lease Hornwer shall and impender the descended extent and interests herein conveyed or ferminate or extend the ground lease. Borrower shall can, without the express wither consens of Lender, alter or amend the ground lease. If from ower sequence fee lists to the Property, the leasehold and the ice title shall not morge unless kender agrees to the merger in writing.

the control and subsection to recipions a secretary specifical description of making the Loan Borrower thall pay the promising required to maintain the Mortgago insucance in effect. If, for any section, the Mortgago insurance coverage required by Lander courses to be available from the profigage insurer that previously provided such insurance and Honores was required to make separately designated payments loward the premiums for Marigage linurance. Becomes that pay the presidents required to obtain coverage autocastically equivalent to the Mortgage Insurance performer shall pay the premiums jecumed to option coverage auditeriumly equivatent to the Audigage Insurance preformity in effect, at a cost substantially equivalent to the cost to Berrower of the Mortgage Insurance preformity in effect, from an alternate mortgage insurance coverage is not available. Borrower shall continue to pay to be fider the amount of the separately designated payments that were due when the insurance coverage caused to be in effect, ander will accept, use and retain these payments at a non-refundable loss reserve in the unit Mortgage Insurance. Such has reserve shall be amount causable, not inhalanding the face that the Loun is altimately poid in full, and Lender shall rise be required to pay Bornwer say interest or entitings in such into reserve. Lender can no longer require lost reserve payments if Ahort page historance coverage (in the amount and ho the period that Lender requirest movided by an impres selected by Lender again becomes evallable, is obtained, and Lender requires separately designated payments toward the premiums for Moragage Insurance. If Lender required Moragage distinuise as a childulina of making the Loun and Borrower was required to make separately designated payatints loward the premiums ha Mostgage Insurance, Romover shall pay the premiums required to attinish Mostgage Insurance in effect, or to procede a non-resundable has reserve, until t and a seequirement to Mortgage insurance such in accordance with any written agreement between Borower and Lender providing for such termination or until termination is required by Applicable Cass. Nothing in this Section 10 affects Horrower Softligation to pay interest at the rate provided in the Note.

Marigage listuance eximbuses Lender (or any antisy that putchases the Note for certain torses it may incor if

Harrower does not repay the Louis stragified. Borrower is not a party to the Morigage Insurance.

thougage layurers evaluate their trail fisk (it all such insurance in fives from time to time, and may enter into agrectments with other parties that share or mustify their risk, or reduce losses. These agreements are in terms and conditions that one agreements are in terms and conditions that one satisfactory to the mortgage insures and the other carry (or parties) to these agreements. These systements upon the source of the manager issues and the other party to parties here agreements is as a superfection of the source of the source, any reinsurer, any other Assertable of these agreements. Lender, any purchases of the note, another insurer, any reinsurer, any other

entity, or affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from for might be characterized act a portion of therefore a payments for Mongage Insurance, in eachange for sharing or modifying the

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mortgage insurer's risk, or reducing tosses. If such agreement provided that an affiliate of Lender takes a share of the maner's risk in exchange for a share of the premiura paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any rich agrammate will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Lung. Such agreements will not increase the amount Borrawer will one for

Marigage lauvinges, and they will not eville Gorraner to any raised.

(b) day such agreements bill best affect the rights Burrower bus - if vay - with respect to the Marigegy Incorners under the Homeowners Protection Act of Love or albur law. These rights may include the right to receive certain disclosures, so request and abinia contellation of the Mortgage Incorpora, to have the Mortgaga formismics forminated antomatically, and/or to creities a refund of any literizage bararance premiums that were apparated at the time of such cancellation or termination.

11. Assignment of Miscellangua Proceeds; Forfeiture. All Miscellaneous Fracecis are hereby assigned to

and shall be paid to 1 xover.

Wike Property is diamaged, such Miscellaneous Peaceeds shall be applied to restoration or repair of the Property. if the restoration or repair is accommically feasible and Lender's security is our lessened. During such repair and restoration period, Lender shall have the right to hold our bibliocellumenus Proceeds until Lender has had an appearantly to inspect such Property to ensure the work has been completed to Lander's substraction, provided that such inspection shall be undertaken prompits. Lender may pay for the repairs and restension in a single disbursement or in a series of progress payment, as the work is completed distance an agreement is made in while you Applicable Lass requires interest to be paid on such Miscellance in Proceeds. Lender shall not be required to pay therrower any interest or comings on such Miscellaneous Proceeds. If the restoration or reports not economically feasible or Lender's assuring would be leasened, the Miscellaneous Princeeds shall be applied in the sums secured by this Security Institution in the their or that then due. with the excess, if my, poid to firenoses. Such Miscellareous Proceeds shall be applied in the reder 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 it not then due, with the excess, if any, paid to

to the great 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 least in value is equal to or greater than the amount of the sums secured by this Security instrument introductly before the partial taking, distruction, or lost 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 brace amount Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, in least in value divided by the fair market value of the frapary immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Horrower.

In the executor 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 arrount of the stims secured immendately before the portion caking, desiruction to loss in value, unless Borrower and Leader otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security lastroment whether in met the

If the Property is absorbined by Burrower, or if, after nonce by Lander to Borrower that the Opposing Party (as defined in the next achieves) cillers to make un award to sente a claim for damages. Morrower fails to expand to Lendar within 10 days after the date the order is given. Lender is anticopyed to collect and apply the Miscellaneous Proceeds either to restination or regard of the Property or in this sums secured by this Escurity Instrument, whether or resisting due. "Opposing Party" means the third party that ones Borrover Salacel ascens Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Moreover shall be in default if any action or proveeding, whether civil or criminal, is begun that, in Lander's judgment, could result in Corteiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument, Bornwert em eure such a default wad. It secretarion has excurred, rejudice es provided in Section 19, by causing the action or proceeding to be distributed with a miling that, in Londer's judgment practicists for foliage of the Property or other material impairment of Londer'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 isperess in the Property we havely usugmed and shall be paid to Lender.

All Mixed laneaus Proceeds that are not applied to restoration or repair of the Property shall be applied in the

order provided for in Section 2.

12. Burrower But Released, Furbearance by Lander But a Waters. Extension of the time for pariment of modification of americation of the some secured by this Security Instrument granted by Londor to Requiser or any Successor in largrest of from two shall not operate to release the liability of Businesser or any Successors in Interest of

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Befrower. Lender shall not be required to commence proceedings against any Successor in interest of Barrower or to refuse to extend time for payment of subspicion modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original degrower or any Succession in Interest of Borrowse. Any Independent by Lender in expressing any right or comedy including, without limitation, Lender's acceptance of payments from third parsons, equities or Successors in Interest of Dipromersy in amounts less than the amount therefore, shall not be a valvey of or preclude the exercise of any right or remedy.

13. kolai and Several Liedilliy: Co-signary: Sacryroor and Andyne Bonnald. Horrower coronwis and spirsy that thurrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but the nin execute the Nine in "the ligher" ((a) is no signing this Security Instrument only so montgage. graph and convey the co-signer's interest in the Property under the terms of this Security insmartant (b) is real personally obligated to pay the sums secured by this Security finalisment, and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbedror make any accommedations with regard to the terms of this Security Instrument as the Note without the co-vigner's consent.

Subject to the provisions of Section 18, any Successor in Interest of Hornwes who assumes Morrower's obligations under this Security Instrument in writing, and is approved by Lender, shall chasin all of Bustower's rights and benefits under this Security Instrument. Horrower shall not be released from Borrower's obligations and ilability under itils Security Instrument unless Lender agrees to such islesse its writing. The coversors and systements of this Security Instrument sliab bind forcests as provided in Section 201 and benefit the successors and assigns of Lender.

14. Leas Charges. Londermay charge Borrower feet for services performed in connection with Borrower's default. For the purpose of protecting Lander's interest in the Property and Agins under this Security Instrument, including, but not limited to, alterneys' 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 for to Removed 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

Institute of the Applicable Law.

If the Loss is subject to a loss which sets ressimum loss charges, and that loss is finally leterpreted so that the interest of other interest of the Loss exceed the permitted limits. then interest of other laws charges collected or to be collected in connection with the Loss exceed the permitted limits. then (a) any such loun charge shell be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) as pary such than charge shall be reduced by the amount necessary to reduce the consignity the permitted terms and (a) 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 coned under the Notean by meding a direct payment in Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge charge to distribute or not a prepayment charge is provided for under the Notes. Borrower's acceptance of any auch refund made by direct payment to Borrower will constitute a valver of any right of action Borrower might have arising out of such an exchange.

13, Boiless. All notices given by Bisrower or Lerder in connection with this Security Instrument must be in writing. Any notice to Bottower in connection with this Security instrument shall be deemed to have been given to Bottower when malled by that class mail or when actually thijvered to Bottower's notice address if sent by other means. Sonjec to any one Bottower shall constitute posice to all Bottowers when Applicable Law expectally requires otherwise. The police address shall be the Property Address unless florrower has designated a substitute notice solvers by motice to Lender. Thurrower shall promptly civilly Lender of florrower'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 indice to Lender shall be given by delivering it or by mailing it by liest class mail to Lender's address stated herein unless Lender has designated another address by notice to flurrower. Any make in connection with this Security Instrument shall mit be discussed to have been given to Lender until actually secretared by Lender. If any notices required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will saidly the corresponding requirement under this Security Instrument

the Coveraing Lune Severability: Bales of Construction. This Security Instrument shall be governed by tracial leverage same corresponding to the property is incured. All rights and obligations contained in this fecunity instrument are subject to say requirements and includes of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contact of a might be along the subject to the construct as a or impricing suggesting parties or agree by contract to a magnification, and maintained space may be contract. In the creat that any provision or elimine of this Security Instrument or the Note conflicts with Applicable Long, such conflict that not effect other provisions of this Security Instrument or the Note conflicts with Applicable Long, such conflict that not effect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provisions.

As used in this Security Instrument (a) words of the mateurine gender shall mean and include corresponding neutron and or words of the Tenshine gender; (b) words in the singular shall mean sad include the plural and like series; and (e) the word "may" gives sole discretion without any obligation to take any action.

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

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IB. Transfer of the Property of a Beneficial Interest in Bourawer. As used in this Section 12, "Interest in the Property" mount my legal is beneficial interest in the Property, including, but per limited to, those beneficial interests transferred in a bond for deed, continue for dead, installment sales contract or excious systement, the intent of which is the iransher of title high brorower at a kinure-doke in a pairthaver

If all or any part of the Property or any Loverest in the Property is sold or transferred for it Bostower is not a natural person and a beneficial interest in Bortover is Suld or manuferred) without Lender's peice written consent, Lender may respoire immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be

exercised by Lander if auch exercise is prohibited by Applicable Law. If Landar everyises this option, Landar shall give Fronoiser notice of acceleration. The notice shall provide s ported of not less than 10 days from the date the notice is given in accordance with Acction (5 within which Borrower nung bak all sings accounce of miss successive presentation of these was like to but these annea because eaches and anice of this period. Lender may invoke my remedies permitted by this Security Lendouncest without further notice or deniand on

12. Borrower's Right to Briestate After Acceptation, If Borrower sirets censin conditions, Borrower shall have the right to have conscrement of this Security Instrument discontinued at any time prior to the carlies of (a) five days before sale of the Property pursuant to any power of asle contained to this Security Instrument. (b) such other period as Applicable Law night specify for the termination of Donnoice's right to rejustate or (c) comy of a judgment enfancing this Security testroment. Those conditions are that Borrower' (a) pays Lender all sums which then would be due under this Security Instrument and the Nexe as if no acceleration had occurred; (b) cover any default of any cabes envenanced agreements (it pays all expenses incurred in entorcing this Security Instrument, including, but not limited it, ressorts the attorneys' lees, projectly inspection and valuation less, and other fees incurred for the purpose of protecting Lander's injects) in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably injects; 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 Instrument's addigation to pay the suins secured by this Security Instrument, shall continue wishunged Lender may require that marganism and the sums scenerally not secure) amounted, and standing managed, empty may require that Bostoness pay such reinstatement sums and supersect in one or more of the following status, as schooled by Lender: [4] cash; [b] money codes; [c] certified there, bunk chock treasures achock or subter's check, provided any such check is district upon an inclination whose deposits are insured by a federal agency, instrumentality is emity, or (1) Electronic Funds Transfer, Upon rejustatement by Berrower, this Security Instrument and obligations secured brindly skyll sensing fully effective as 16 no acceleration had recurred. However, this eight to exindicte shall sen upply in the case of acceleration under Section 18.

20. Sala of Note: Change of Louis Servicer: Notice of Colerance. The Stote or a partial interest in the Note (logather with this Security Instrument) can be sold one or more times without prior notice to themough. A substitute of result in a change in the entite (known as the "Loan Servicer") that collects Periodic Psyments due under the Note and this Security (unsurance) and periodic attentions other things from servicing obligations under the Note, this Security Instrument, and Applicable Law. These also might be one to more changes of the Loan Services unrelated to a safe of the Note. It there is a change of the Loan Servicer. Borrower will be given unitum revice 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 parafer of serviced by a Loan Services other than the purchases of the blow, the court gage han mexicing obligations to fluorower will remain with the Loan Services of he problemed to a successor Loan Services and his not passened by the Note purchases unless otherwise provided by the Note purchases.

Neither Barrosser nur Lendter may commence, juin, or be joined to any judicial sesion (as either ar ind) idual frigant or the member of a classiful arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any pice is the following of the compliance with the requirements of the Boronyer or Lorder has notified the other party to the such notice given to compliance with the requirements of Security 13 to the party has breached the other party to the such notice given to compliance with the requirements of Security 13 to such alleged be such and afforded the other party bearto a reasonable period after the giving of such maker to take conscrive action. If Applicable Law provides a fine period which must clapse be fine certain action can be taken, that time period will be desired to be reasonable for purposes of this paragraph. The notice of seccleration and opportunity were given to Brownser planument of Section 27 and the unifice of seccleration given to Kommer pursuant to rection 18 shall be decimed to ratisfy the notice and opportunity to take corrective action provinces of this Section 20.

21. Hazardans Substances. As used in this Section 21: (a) "Hazardans Substances" are those substances defined as toxic or bazardans inflatances, pollutants, or wastes by Environmental Law and the following substances, gasoline, kornsene, other fluminable or toxic paradeum products, toxic perficides and herbicides, volatile solvents, magnials containing ashe stos or formulately de, and radioactic emeterials; (b) "incircompenial Law" means federal laws and laws of the jurisdiction where the Property is located that scients to licabilit, safety or envisonmental projection. for Environmental Chemisp includes any response action, remedial action, or removal action, as defined in

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Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise

trigger an Environmental Clemus.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Mecandous Substances. or thressen to release any Harandous bubsianeers, on or in the Property. Rossioner shall not do, not allow anyone class to do, anything silecting the Property (a) that is in violation of any Knymonmental Law, (b) which creases an Environmental Conddian, arts) which, due to the presence, use, to release of a Harandous Substance, present a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or notsige on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to permal residential uses and to maintenance of the Property Lincluding, but and Umited to, hazardous substances in consumer products.

Horrower shall promptly give Lendet written notice of (at any investigation, claim, demand, lawsoit or other secion by any governmental procedulatory agency or private party involving the Property and any Hararchiae Cobatanes or Lattronmental Law of which Horarous has actual knowledge. (b) any Haviconmental Condition, including but not limited to any spilling, leaking, discharge release or threst of release of any Hazardonia Substance, and (c) any gradition caused by the presence, vic in resease of a lineardone Substance which accessely allege the value of the Property. If Borrover learns, or is colified by 201 got cromental or regulatory authority, or any pro-sic party, that 201 crows of other remediation of any Hazadous Substance affecting the Property is processory. Someway shall promptly take all processory remediate fortune in measurance with the incommental time. Nothing herein shall areast any chilipshop in Lender for an Environmental Cleanup.

NON-CHIFORM COVENANTS. Morrower and Lender further covenant and agree as follows:

II Acceleration: Remodies. Leader shall give notice to Borrower prior to acceleration following Borrower's breach of any coronaut ar agreement in this locarity fasterment that and prior to acceleration and r Sertion 18 union Applicable Low practice orbitates. The notice about specify: (n) the defeats (b) the estimation of the course of the defeats (b) and the course of the co nds of bellivers at the east of a record was an exploit lads (b) that the course of the object the object of the notice may recuit in accederation of the come escored by this Security Instrument and color of the Froperty, The notice abail facilises independent in the right to expect to expect the resolution and the right to bring a court arrian to paseer the non-existence of a default or any other defense of Barrower to predicating not sub. If the defacti la col cared pour bolore lhe date ppolited to the action, Lauder of the certon, and althout faither deviced, pay landae the power of interdiacions the right to newternte fall payment of the finds, and one other remedies permitted by Applicable Law Leader ibuli be reithfed to collect all expenses increred to paradog the remedies provided to this Section 13, incinding, but but Bulled to, remonable attorneys' feer and costs of fith cristones. If Lender invokes the power of subs. Lender thall execute or cotton Triveles to execute written number of the

ecurrence of an event of default and of Lenders' straton to cause the Froperty to be sold, and shall rease and notice to be recorded in each county in which any part of the Froperty is intend. Lender shall made opins of the notice to be recorded in each county in which any part of the froperty is intend. Lender shall made opins of the notice as presented by Applicable Law. Traited while give public notice of this to the persons and in the moment prescribed by Applicable Law. After the limit regarded by Applicable Law. Traited the first of the first county of t the bighest histor of the time and place and nader the terms designated in the antice of tale in two is 1800's course and in any under Trustee determines. Trustee may postpose usin of all or any pareed of the Proparty by public annuacement of the times and place of any previously echaduled and Lendor or hadrogues may purchase

the Property at any sule. Truster shall deliver to the purchaser Truster's deed conveying the Francets without any curement of the correspondent properties that the principle of the fruits of the manual principle of the fruits of the correspondent principles and the fruits of the correspondent principles and the fruits of the correspondent principles are principles. ululerandis modo therein. Leusice thall upply the processe of the sale to the fallowing arder: (a) to all exposures of the sale, including, has not limited to, exponsible Truster's and attornous free; (b) to all came exposed by this

Servetly festimental; and (c) any excess to the person or persons begally entitled to it.

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13. Resease page. Upon payment of all sums accured by this Security Instrument, Lender shall request Trustee to recovery the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall recovery the Property without warranty to the persons regally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such persons in persons a fee for reconveying the Property, but only if the lie 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 Transa. I ender at haugition, may from time to time remove Truster and appoint a successor truster to any Impace appointed hereunder. Without conveyance of the Property, the successor trustes shall succeed to all the field, power and dubes conferred upon Trustee herein and by Applicable Law.

23. Assumption Fee, if there is an assumption of this loan, Lender may charge an assumption fee of

U.S. \$\frac{12.00}{\text{BY SIGNING IN:1.000}}\text{. 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:	· · · · · · · · · · · · · · · · · · ·		antificial and the second
	All Property and the second		(828)
uniterated by a summing the second of the se	immone,	Vraude Schotte	-gommen
	a sile manifesta.	andre de la Servici De la secola al care	Y (Seal)
And the state of t		Interview Select	-gramma,

STATE OF NEVADA, Clark Comb, is

on (1 11) (2 personally appeared before me, a Notary Public (or Judge in other authorized person, is the case may be;). Frank Selata, and Jacquellus Selata
personally known to me, or priven to me to be the persons whose names see subscribed to the firegoing and who acknowledged that they executed the above instrument.

IN WITNESS WHEREOF, I have hereunto set my hard and affixed my official stemp at my office in the County of the day and year in this certificate first above written.

Trotary Public

County of | | | | | | | | | | | |

, State of Nevada

NEVALUE COUNT with Funds blood radios disc UNIVERSIDAD IN COLUMN FUNDS

THE REEL WOON

5.00, the - (600) 504-1975



EXHIBIT "A" LEGAL DESCRIPTION

Los Fifty-Three (53) in Block One (1) of UNIT 4A - WOODSIDE @ SOUTHWEST RANCH, as shown by map thereof file on November 8, 2001 in Book 107 of Plats, Page 39, in the Office of the County Recorder of Clark County, Nevada.



Loan Number:



PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT SIDES is made this life day of Chieffer, 2003, and is incorporated into and about the decement to amend and supplement the Montgage, Doed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Bostower") to secure Bostower's Note to

Maridiae Capital

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

9666 Stroots Lake Araba Las Vegas, NEVADA 97168 (Property Addres)

The Property includes, but is not limited to, a percel of land improved with a dwelling, together with other such panels and certain elements were and facilities, as described in

Covenants, Conditions. And Restrictions

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

Same Food Stational Manife (Name of Planted Unit Development)

(the "P(ID"). The Property sho localides Berringor's inicited in the homeowners association or applyables with owning or managing the common arms and facilities of the PLID (the "Owners Association") and the uses, bundles and princes of Borrower's interest.

PUB COVENANTS. In addition to the covenants and significant state in the Society Instrument, Sovrewar and Lender Souther covenant and agree as follows:

A. FUD Obligations. Borrower shall perform all of Borrower's obligations under the FUD's Consideration. (E) articles of incorporation, uses instrument or say equivalent deciment which creates the Owners Association, and (II) any by-latest or other release regulations of the Owners Association, and (III) any by-latest or other release regulations of the Owners Association. Borrower shall promptly pay, when the all dues and summers imposed partners to the Constituent Decements.

It imports impressed. So long as the Owners Autoriation maintains, with a gamently accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is astisfactory to Lender and which provides insurance coverage in the anciency (including deductible levels), for the periods, and against loss by first, hereads technical within the term "extended coverage," and any other handed, including, but and limited to, carthquaken and flowly, for which Lender repaires insurance, then: (i) Lender waives the provision in Section 1 for the Periodic Payment to Lender of the yearly promises installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to

INCA PROPERTY PARTY PROPERTY - SUSTAIN FROM STATEMENT ST

1701. ANK - \$1000 ANA 500%

Material (a) distinction

Panti Stati Silit



Loan Number:

MIN.

maintain property instance acceptage on the Property is deemed satisfied to the extent that the required coverage is provided by the Overage Association publics.

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

Economic shall give Lender principal novice of any lopus in napulsed property instituted too single provided by the menter or bilantica policy.

In the event of a distribution of property transposed proceeds in their of restoration or repair following a loss to the Property, or to immore areas and facilities of the PCD, any proceeds psychic to Scarower are himsely dealgreed and shall be paid to Lender, Lender shall apply the proceeds to the same second by the Security Instrument, whether or not then due, with the execus, if any, paid to Borower.

C. Public Liability improper. Berrower shall take such actions at may be reasonable to insure that the Greens Association assistation a public liability insurance policy acceptable in form, amount, and crims of coverage to Lamber.

D. Combinemation. The proceeds of my award or claim for damages, direct or consequential, payable to Berrawar in connection with any condemnation or other taking of all or my past of the Property or the committee and facilities of the PUD, or for my conveyance in lieu of condemnation, are basely assigned and shell be paid to Lender. Such proceeds that the applied by Lender to the number secured by the Society Instrument as provided in Society 1.

E. Lander's Prior Capacit. Services shall not exist polar notice to Lander and with Leader's prior writes consent, either partition or subdivide the Property or consent to: (1) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of advancial destruction by fine or other causity or in the case of a taking by condemnates or emband domains. (3) any anotherant to any provision of the "Conditional Decuments" if the provision is fer the expense benefit of Leader; (iii) tensination of professional sumagement and assumption of self-minagement of the Ovopes Association, or (iv) any action which would have the effect of condering the public liability insurance coverage maintained by the Ovopes Association amortapisable to Leader.

F. Remedies. If Borrower does not pay PUD date inclusioning when due, then Lender may pay them. Any emporar all theory of the Lender and or this paragraph F shall become additional data of Borrower secured by the Security Instrument. Unless there are not Lender agree to other terms of payment, there amounts shall been interest from the tisse of dishappearent as the Note rate and shall be payable, with interest, upon notice than Lender in Borrower requesting payment.

BY SIGNING BELLAND Common accepts and agrees to the terms and provinces deptatased in this PUD Rider.

| Common | Common

AND FRIENDS AND PROSEST - CONTROL FRIENDS - FRIENDS AND MINISTERNAL SALES (FRIENDS AND FRIENDS AND FRIENDS AND

THE THIE WILD'S.

8300, Aric - (8000) ASSA 5003

Louis Number:

PREPAYMENT RIDER

digital had

(Maid-Shitt)

This Prepayment Birks is made this Stb day of October, 2003 and is incorporated into and shall be deemed to extend and supplication the Klorigage, David of Touri or Socially Deed (the "Socially Instrument") of the satur data given by the underligated (the "Borrows") to secure Borrows's blow (the "Hote") to Markillon Capitals (the "London") of the sature and covering the property described in the Socially Instrument and located at

9660 Sirboko Lolia Arabus Las Vagus, NEVADA 89148 (das "Propany").

Additional Cormonic, Nerwich and ing anything to the commy not forth in the Note or Security Instrument, Representant Lander further coverant and agree at follows:

Suprover has the right to make payment of principal at any time before they are due. A payment of principal only is become as a "propayment." A "tall propayment" is the propayment of the scalar aspeald principal due under the Note. A payment of only part of the unpeal principal is known as a "partial propayment."

I have the right to make payments of principal at may time before they are due. A payment of principal only is known as a "Propayment." When I make a propayment, I will bell the Note Helder is nothing that I will defer to

case t am analy in .

Subject to the preparation plansky specified below. I stay peaks a find propayment of purificit propayments of any abligation. The New Helder will populate a fury propayment to reduce the amount of principal little is not subject to the New Helder will be a purificit propayment, there will be not at the subject to the New Helder in the New Helder approach to residing to these stations of any amount population about the New Helder approach of the New Helder.

If I make propayments of this loss derives the New FIVE VEARS of the New Helder. Advance in the district the subject to the New Helder and Advance in the New Helder and Advance in the New Helder in the Second S

RY SKIHRO BELOW, BODING &	copis and agrees to the	s terms and coverage contai	ned in this Adjustabl
Rate Elder	*	1	8
Raw Rider	(Sest)	- Naudiele	J
Mark Repte	-gostonea.	anganilan sicinch	"glastonia
Marie		*	

Programme Richer to Barbardy hours orbert



Inst #: 201005050003643

Fees: \$216,00 N/C Fee: \$0.00

05/05/2010 02:31:56 PM Receipt \$: 339446

Requestor:

CLÁRK RECORDING SERVICE

Recorded By: STN Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

Assessors Parcel No(s): 176-06-612-007 Recording requested by:

When recorded mail to: Quality Loan Service Corp. 2141 5th Avenue San Diego, CA 92101 619-645-7711

.....

Spece above his line for recorders use only

TS # NV-10-380187-RT

Order # 450496

Notice of Breach and Delaum and of Election to Cause Sele of Real Property Under Deed of Trust

NOTICE IS HEREBY GIVEN: That Quality Loan Service Cosp. is either the original Yustas, the duly appointed substituted trustee, or acting as agent for the trustee or beneficiary under a Dead of Trust dates 10/0/2003, executed by FRANK SCINTA AND JACQUELINE SCINTA HUSBAND AND WIFE, AS JOINT TENANTS, as Truster, to accure certain obligations in favor of MONTGAGE ELECTRICNIC REGISTRATION SYSTEMS INC. AS NOWINEE FOR MERUDIAS CAPITAL, as beneficiary, reported 10/17/2003, as featurement No. 20031017-02233, in Book XXX, Page XXX of Official Records in the Office of the Recorder of CLARK County, Neverta securing, strong other obligations including 1 NOTE(S) POR THE OPTIGINAL turn of \$152,800.00, that the beneficial interest under such Deed of Trust and the obligations secured ineraby are presently held by the beneficiary; that a breach of, and default in, the obligations for which such Ceed of Trust is socurity has occurred in this payment has not been made of.

The installments of principal and interest values became due on 2/1/2019, and all subsequent installments of principal and interest through the date of this Notice, plus appoints that are due for late charges, delinquent property taxes, insurance premiums, interpress mede on senior liend, laxes end/or insurance, bustee's lees, and any ottorney taxes end court costs prising from or associated with the beneficiaries effects to protect and preserve its security, all of which must be paid as a condition of reinstalement, including all sums that shall occurs through educatement or pay-off. This around is no less than \$5,694.02 as or \$44.000 and will because until your account becomes current. Nothing in this notice shall be construed as a waiver of any less coing to the Beneficiary under the Dead of Trust pursuant to the terms of the loan documents.

That by reason thereof the present Sensiciary under such dead of Treat has executed and delicered a withen Declaration of Default and Demand for Sale and has declared and does bereby declare all sums secured thereby immediately due and payable and has declared and does field by elect to cause the mest property to be sold to estially the obligations secured thereby.



TS No.: NV-10-360187-RT Notice of Default Page 3

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 107,090 permits certain defaults to be cured upon the Payment of the emounts required by that statutory section without requiring payment of that portion of principal and interest which would not be due had no default occurred. As to owner occupied property, where reinstatement is possible, the time to reinstate may be extended to 5 days before the date of sale pursuant to NRS 107,090. 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 it reinsistement is possible and the amount, if any, to ours the default, contact:

Americas Servicing Company C/O Quality Loan Service Corp. 2141 5th Avenue Sair Diego, CA 92101 619-645-7711

To reach a Loss Miligation Representative who is authorized to negotiate a Losn Modification, please contact:

Americas Servicing Company

Contact: Sieve Murphy Department: Foreclesure Diversion Assistance Program

Department: Foreclesure I Phone: 903-396-4115

Phone: 802-396-4116

Email: stochen.murphy@weilsfzgo.com

You may wish to consult a credit counseling agency to assist you. The Department of Figuring and Urban Development (FKIO) can provide you with the name and address of the local HUD approved counseling agency by calling their tothine holine at (800) 568-4207or you can go to The Department of Housing and Urban Development (FKIO), web after at ways hard, goviotices/hag/afti/hocahos.com.

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. Notwithstanding the fact that your property is in foreclasure, you may offer your property for sale provided the sale is concluded prior to the conclusion of the foreclasure.

K,

TS No.: NV-10-360187-RT Notice of Default

Page 4

Osted: 5/4/2010

Onsilly Losn Service Corp., AS AGENT FOR RENEFICIARY BY: ServiceLink-Irvine

now or Nevada) see TOAN BOOK, Authorized Agent

On State me, HVVn Ship State a notary public, personally appeared State me, HVVn Ship State a notary public, personally appeared State as the personally whose namely state subscribed to the within histograph and acknowledged to me that resign they executed the same in histographeir authorized paparity (ps), and that by histographic standards) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and citiglit seal.

(Seaf)

THIS OFFICE IS ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OFFICIAL WILL BE USED FOR THAT PURPOSE.

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations.



N

EXIIBIT 22



Parcel Number: 163-17-218-008

RESCRIDING ROSSESSED BY

Name: Taylor, Bean & Whitaker Mortgage Corp-

RETURN TO

/ Mill

Name:

Taylor, Bean & Whitaker Mortgage Corp.

1417 North Magnolia Ave.

Address:

Ocala, FL 34475

Fee: \$33.00

N/C Fee: \$0.00

06/13/2006

12:53:28

120060103808

Requestor:

NATIONAL ALLIANCE TITLE

Frances Deane

190

Clark County Recorder

Pgs: 20

#21002345-KS.

- [Space Above This Line For Recording Data]

TEED OF TRUST

XARNI.



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 June 05, 2006 together with all Riders to this document.
- (B) "Borrower" is SUSAN HJORTH, A Married Woman as her Sole and Separate Property

Borrower is the truster under this Security Instrument.

(C) "Lender" is Taylor, Bean & Whitaker Mortgage Corp.

Lender is a a Florida Corporation the laws of FL 1417 North Magnolia Ave, Ocala, FL 34475 organized and existing under . Lender's address is

- (D) "Trustee" is National Alliance Title
- (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, 1cl. (888) 679-MERS.

NEVADA-Single Panily-Faunte Mac/Fredille Mac UNIFORM INSTRUMENT

Form 3029 1/01

GREATLAND & To Green Cell: 1-800-830-8393 (J. Feet, 818-791-1131

TEM TENSULI (0108)--METIO

(Page I of 14 pages)



0240851150231

The and plus	Note states that Borrower owes I no/100	to pay this dobt in regular Periodic Paym	ousand Eight Hundred 5. \$289,800.00
	"Property" means the proper perty."	y that is described below under the head	ing "Transfer of Rights in the
(H) due	"Losa" means the debt eviden under the Note, and all sums due	ced by the Note, plus interest, any prepay under this Security Instrument, plus inter	ment charges and late charges
(I) Ride	"Riders" means all Riders to are are to be executed by Borrow	this Security Instrument that are execute or [check box as applicable]:	d by Bonower. The following
	X Adjustable Rate Rider	Condominium Rider	Second Home Rider
	Balloon Rider	X Planned Unit Development Rider	Other(s) [specify]
	1-4 Family Rider	Biweekly Payment Rider	
and judi (K) char	administrative rules and orders (cial opinions. "Community Association Du	mtrolling applicable federal, state and local that have the effect of law) as well as all s es, Fees, and Assessments" means all do er or the Property by a condominium assec	applicable final, non-appealable ies, fees, assessments and other
(L) chec insu	"Electronic Funds Transfer' ck, draft, or similar paper inst tument, computer, or magnetic t lit an account. Such term includ-	' means any transfer of funds, other the runnent, which is initiated through an a ape so as to order, instruct, or authorize a as, but is not limited to, point-of-sale tran dephone, wire transfers, and automated cle	electronic terminal, telephonic financial institution to debit or sfers, automated teller machine
(M)	"Escrew Rems" means those	items that are described in Section 3.	
by : (i) c Proj	any third party (other than iust hunage to, or destruction of, th	eans any compensation, settlement, award trance proceeds paid under the coverage to Property; (ii) condemnation or other to condemnation; or (iv) misrepresentations.	es described in Section 5) for: aking of all or any part of the
	"Mortgoge Insurance" mesa Loan	s insurance protecting Lender against the	nonpayment of, or default on,
(P) Not	"Periodic Payment" means ti e, plus (ii) any amounts under S	ne regularly scheduled amount due for (i) ection 3 of this Security Instrument.	principal and interest under the
NEY	ADASingic FamilyPunnic Mas/F.	reddie Mac UNIFORM INSTRUMENT	Parm 3029 1/01
		(Dans) of 1d arrows)	GREAYCANO/88 1511-1917-2013-2013-2013-2013-2013-2013-2013-2013

- (Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §260) 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

Clark
[Type of Resigning Invisition]

[Name of Recording Invisition]

See Attached Exhibit A.

(If the legal description is a metes and bounds description, the name and mailing address of the preparer is: Taylor, Bean & Whitaker Mortgage Corp. 1417 North Magnolla Ave Ocala, FL 34475

which currently has the address of

3559 Day Dawn Street (Street)

Las Vegas (City) , Nevada

89147 (Zip Code) ("Property Address"):

TOGETHER WITH all the improvements now or hereafter exected on the property, and all casements, appunenances, 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.

NEVADA-Single Family-Famile MacArodale Mae UNIFORM INSTRUMENT

Poess 3929 1/01

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(TEM T2698L3 (0108)---MERS

(Page 3 of 14 pages)

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 impaid, 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 deened 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 herometer 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 mapplied funds. Lender may hold such unapplied finds 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 Leuder receives a payment from Borrower for a delinquem 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) lenschold 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.

NEVADA....Single Family ... Fannie Mac Freddie Mac UNIVORM INSTRUMENT

Form 3029 1/01

GREATLAND 80 To Order Call: 1-800-600-8008 ED Fex: 816-781-1131

(Puge 4 of 14 pages)

or any sums payable by Borrower to Lander in lien 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, Pees, and Assessments, if any, be excrowed 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 Leader the Funds for Escrow Items unless Leader waives Borrower's obligation to pay the Funds for any or all Escrow Lems. 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 hem, 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 hems 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 lients 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.

Open payment in full of all sums secured by this security instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Lieus. 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, Pees, 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.

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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.

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, carthquakes 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, Leader may obtain insurance coverage, at Leuder'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 disbucsed 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 Londer 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 mortgages 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 Londer 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 Londer'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 histrament, 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 my 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

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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 uncarned premiums paid by Borrower) under all insurance policies covering the Property, insufar 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 restors 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 emities 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.
- Protection of Leader'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 unt/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 Leader 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 incors no liability for nor 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 leaschold, 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.

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10. Morigage 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 Londer 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 Lendor 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 medify 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 Horrower 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 Horrower 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 Londor.

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 Londer's security is not lessened. During such repair and restoration period, Lender shall inve 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

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to the sums secured by this Sconrity 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 Socurity 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 Miscolianeous 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 core such a default and, if acceleration has occurred, retininate 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; Forboarance 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, emities or Successors in Interest of Borrower or in amounts tess 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

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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's 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 berein 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 reserved 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 escrew 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.

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GSEATLAND & To ruse: Cell: 1-500-581-5018 C) Fen. 810-791-1131 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 Londer 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, properly 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 Lendor'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 eashier'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.

26. 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 of thore 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 clapse 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 apportunity 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. Hazurdous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances delined 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 Cleanop" 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.

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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 Regrower 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 painty, that any removal in plini remisdiation of any Hazantona Substance affecting the Property is necessary. Borrower shall promptly take all necessary remedial sections in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Channer.

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 natice shall further inform Horrower of the right to expedite after acceleration and the right in bring a court action to assure the new existence of a definite or any other defense of therewer 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 remadles. permitted by Applicable Law, Lander shall be cultied to collect all expenses incurred in pursuing the remedies provided in this Section 22, inchesing, but not limited in, reasonable actorneys! Text and costs of title evidence,

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute written notice of the occurrence of an event of default and of Lenders' election to cause the Property to be sold, and shall cause such notice to be recorded in each county in which any part of the Property is located. Leader shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner preseribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Rogrower, shall self 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 dead 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 deln secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to

NEVADA-Single Family-Faunte Mac/Preddle Mac UNIFORM INSTRUMENT

Form 3029 1/01

ITEM T2690L12 (01081--MERS

(Page 12 of 14 pages)

OREATLAND & ORIENTEAND 18 To Order Call, 1-800-530-9893 CI Fac: 016-791-1111

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. Londer 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 dinies 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

BY SIGNING BELOW, Borrower accepts and a through 4 of this Security Instruction and in any Rider (Seal) SUBAN HJOROM Borrower	grees to the terms and covenants contained in pages 1 resecuted by Borrower and recorded with it. (Seat) Borrower
(Sest) -Börruwer	(Scal) Barawe
-Bongwer	(Sea) Sorrowe
Witness:	Witness

NEVADA-Single Family-Funde MacFreddle Mac UNIFORM INSTRUMENT

Form 3029 3/01

(TEM 72698L18 (0108)--MERS

State of NONACA County of WALK

This instrument was acknowledged before me on 55 June 2006
SUCKIA MORTH

(date) by



(name[s] of person(s]).

MAIL TAX STATEMENTS TO

Name:

Address:

MEVADA.—Single Family—Fanals MacVerdule Max UNIFORM INSTRUMENT

Form 3629-1/01 98. CRAAJIASKS 16 Cross Ca8: 1-800-530-952-12 (2.5 Cross Ca8) 1800-951-1751-1751

THEM 72680L14 (0108)--MERS

(Page 14 of 14 pages)

EXHIBIT "A"

The land referred to in this Commitment is situated in the County of Clark, State of Nevada and is described as follows:

PARCEL I:

LOT EIGHT (8) OF MORNING STAR - UNIT 2, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 63 OF PLATS, PAGE 97, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL II:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THOSE PORTIONS OF THE ABOVE REFERENCED MAP DESIGNATED AS "PRIVATE DRIVE" AND "P.U.E.".

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 5th day of June 2006 , 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 Taylor, Bean & Whitaker Mortgage Corp.

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

3559 Day Dawn Street Las Vegas, NV 89147

(Property Address)

The Property includes, but is not limited to, a purcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in

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

Day Dawn

(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.
- B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanker" 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 insards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

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

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

MULTISTATE PUD RIDER....Single Family...Funnle Muc/Freddle Moc UNIFORM INSTRUMENT

Form 3150 1/91

ITEM 71822L1 (0011)

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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 macceptable 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 Scourity Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY-SIÖNING 1 and Zolybis PUD VALLE SUSAN HJORTH	2 \	egrees to the terms and provisions contained in pages (Seal)
	(Sent) -Bosower	.Scal) -Somwer
	(Seaf) -Bostower	(Scal) -Borrower
MULTISTATE PUD R	IIIIXGingle FamilyPamic Mac/Free (Paul 2 of 2 pages)	HHE MAS UNITORIA INSTRUMENT Form 3159 1/91 OREATLAND & Is obserted, 1-800-800-993111 for 810-17131

ADJUSTABLE RATE RIDER (Monthly Treasury Average Index - Payment and Rain Caps)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. MY MONTHLY PAYMENT INCREASES MAY BE LIMITED AND MY INTEREST RATE INCREASES ARE LIMITED.

THIS ADJUSTABLE RATE RIDER is made this 5th day of June 2006, and is incorporated into and shall be deemed to smend and supplement the Morgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to Taylor, Bean & Whiteker Mortgage Corp.

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

3559 Day Dawn Street, Las Vegas, NV 89147

[Property Address]

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

1. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 1,0000 %. The Note provides for changes in the interest rate and the monthly payments as follows:

2. INTERESTRATE

(A) Change Dates

The interest rate I will pay may change on the first day of August 01, 2008 and on that day every month thereafter. Each date on which my interest rate could change is called a "Change Date."

The new rate of interest will become effective on each interest Change Date.

(B) The index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the Twelve Month Average of the annual yields on scrively traded United States Tressury Scennics adjusted to a constant maturity of one year as published by the Federal Reserve Board in the Federal Reserve Statistical Release entitled "Selected Interest Rates (H.15)" (the "Monthly Yields"). The Twelve Month Average is determined by adding together the Monthly Yields for the most recent available twelve months and dividing by 12, plus our margin rounded to the nestest one eighth of one percent (0.125%). The most recent index figure available as of the date 15 days before each Change Date is called the "Current Index."

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

(C) Calculation of Changes

Before each interest Change Date, the Note Holder will calculate my new interest rate by adding 3.825 percentage points (3.825 %) to the Current index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limit stated in Section 2(D) below, the rounded amount will be my new interest rate until the next interest Change Date.

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

(D) Limits on Interest Rate Changes

My interest rate will never be greater than

9,950 %

(E) Effective Date of Changes

The new rate of interest will become effective on each Interest Change Date.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in the amount of my monthly payment before the effective date of any change. The notice will contain the interest rate or rates applicable to my loan for each month since the prior notice or, for the first notice, since the date of this Note. The notice will also include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

3. PAYMENTS

(A) Payment Change Dates

My monthly payment may change us required by Section 3(B) below beginning on the 18t day of August 2007 and on that day every 12th month thereafter. Each of these dates is called a "Payment Change Date." My monthly payment will also change at any time Section 3(D) or 3(E) below requires me to pay the Pull Payment.

I will pay the amount of my new monthly payment each month beginning on each Payment Change Date or as provided in Section 3(D) or 3(E) below.

MILITERATE ANALYTIA OLE RATE NOTE (Mouddy Tressur) At easign lader) - Biogle Family - Fundie Mae UNIFORDI INSTRUMENT Toylor, Bren & Whiteley Mongage Corp.

CO69SL3 (B) Calculation of Monthly Payment Changes

At least 30 days before each Payment Change Date, the Note Holder will calculate the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Payment Change Date in full on the Maturity Date in substantially equal installments at the interest rate effective during the month preceding the Payment Change Date. The result of this calculation is called the "Pull Payment." The Note Holder will then calculate the amount of my monthly payment due the month preceding the Payment Change Date by the number 1.075. The result of this calculation is called the "Limited Payment." Unless Section 3(D) or 3(E) below requires me to pay a different amount, I may choose to pay the Limited Payment.

(C) Additions to My Unpaid Principal

My monthly payment could be less than the amount of the interest portion of the monthly payment that would be sufficient to repay the
unpaid principal I owe at the monthly payment date in full on the Maturity Date in substantially equal payment. If so, each month that my
monthly payment is less than the interest portion, the Note Holder will subtract the smount of my monthly payment from the amount of the
interest portion and will add the difference to my unpaid principal. The Note Holder will also add interest on the amount of this difference
to my unpaid principal each month. The interest rate on the interest added to the Principal will be the rate required by Section 2 above.

D) Limit on My Unpaid Principal; increased Monthly Payment

My unpaid principal can never exceed a maximum amount equal to one hundred ten percent (110%) of the Principal amount 1 originally borrowed. My unpaid principal could exceed that maximum amount due to the Limited Payments and interest rate increases. If so, on the date that my paying my monthly payment would cause me to exceed that limit, I will instead pay a new monthly payment. The new monthly payment will be in an amount which would be sufficient to repay my then unpaid principal in full on the Maturity Date at my current interest rate in substantially equal payment.

(E) Required Full Payment

On the 5th Payment Change Date and on each succeeding 5th Payment Change Date thereafter, I will begin paying the Full Payment as my monthly payment until my monthly payment changes again. I will also begin paying the Full Payment as my monthly payment on the final Payment Change Date.

4. Transper of the property or a beneficial interest in borrower

Section 18 of the Security Instrument is amended to read as follows:

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

at a future date to a purchaser.

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

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

continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If lender exercises the option to require immediate payment in full, Londer 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 remodies permitted by this Security Instrument without further notice or december to Borrower.

rms and covenants contained in this Adjustable Rate Rider.	BY SHEMING BELOW, Hardwich asserts and agrees to the terms of
Date	SUSAN HJORTH JULION DOLL
Date	Date
Date	Date

ARLENSTANE ADDITION OF RATE NOTE (Monday Tressor/Arrage Index) - clingle Foods: - Foods for Cenform instrument Taylor, Bone & Whinder Mongage Corp. Page 2 of 2 CD695U2 the not sign this lean agreement before your rand it. This lean agreement provides for the payment of a penalty if you wish to repay the loan prior to the date provided for repayment in the loan agreement.

PREPAYMENT OPTION RIDER

Date: June 5, 2006

Loan Number:

FOR VALUE RECEIVED, the undersigned ("Borrower") agree(s) that the following provisions shall be incorporated into that certain Deed of Trust, Mortgage or Security Deed of even date herewith (the "Security Instrument") executed by borrower, as trustor, in favor of:

Taylor, Bean & Whitaker Mortgage Corp.

("Lender"), as beneficiary, and also into that certain promissory note (the "Note") of even date herewith executed by Borrower in favor of Lender. To the extent that the provisions of this Prepayment Option Rider (the "Rider") are inconsistent with the provisions of the Security Instrument and/or the Note, the provisions of the Rider shall prevail over and shall supersede any such inconsistent provisions of the Security Instrument and/or the Note.

Section 4

4. BORROWER'S PAYMENTS BEFORE THEY ARE DUE

I have the right to make payments of principal at any time before they are due. A prepayment of the entire unpaid principal is known as a "full prepayment". A prepayment of only part of the unpaid principal is known as a "partial prepayment".

Except as provided below, I may make a full prepayment or a partial prepayment without paying any penalty. If I make a partial prepayment equal to one or more of my monthly payments, my due date may be advanced no more than one month. If I make any other partial prepayment, I must still make each later payment as it becomes due and in the same amount. I may make a full prepayment at any time. However, if within the first (3) year(s) after the execution of the Security Instrument, I make any prepayment(s) within any 12-month period the total amount of which exceeds twenty percent (20%) of the original principal amount of this loan, I will pay a prepayment charge in an amount equal to the payment of six (6) months' advance interest on the amount by which the total of my prepayment(s) within that 12-month period exceeds twenty percent (20%) of the original principal amount of the loan.

By signiful below, burfuler screpts) (Bysil agrees to	the terms and covenants contained in this
7	A 6/8/06	6/ 5/08
SUSAN HJORTH / /	Date	Date
	6/ 5/08	6/ 5/08
Ordinario de la companya del la companya de la comp	Date	Date
		6/ 5/06 Date

Multi-State Prepayment Penalty Rider C0060L0

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When reconded and for Quality Loan Service Cittle 8181 Sin Avenue San Diego, CA 92101 810-846-7711

20090430-0004386 Pee: \$17.00 RPTT: \$0.00 N/C Fee: \$0.00 04/30/2009 7,20090130884 Requestors FIDELTY NATIONAL DEFAULT SO Debbie Conway Clark County Research

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NOTICE IS REMEBY GIVER: That Clearly togs Carried Corp. Is elliber the original bristoe the duly problets opposituted interes, or acting as again for the trustee or tenneliciary under a Deed-of Trust duled 07/2006, executed by SUSAN HENSTH, A MARRIED INOMAN AS HER SOLE AND SEPARATE property, as Tuston to secure certain obligations in Taver of MORTGAGE ELECTRONIC property, as Tuston to secure certain obligations in Taver of MORTGAGE ELECTRONIC persist RATION SYSTEMS, INC. AD NOMINEE FOR TAYLOR, SEAN & WHITAKER MORTGAGE CERT, as beneficiary recorded 6/10/2006, as instrument No. 200606 to 00/2006 in Book xxx, Page xx of Official Reports in the Office of the Recorder of ELANK County, Nevada securing, among other obligations including a NOTE (S) FOR THE ORIGINAL sum of \$289,800.00, but its beneficial increase securing head of the security that the obligations secured the object of the security that by the molecular that passed of and obligations for which such Deck of Treat is besidely the converted in the gigynerit has not been made of.

<u> 1000/1909/1000/1000/1000/1000 Sterood which personative out (1,1,5000/10,4) ingresoment proppusates</u> or principal and interest through the disteror due victics; plus amounts that ere due for late of a gas, delarguest property takes, insurance promising, advances made on senior tens, taxes and/or assurance, cates flored and display belations at receive steem truck, but, east pendits, yes bris, sast assistant orions to protest and preserve to security, ellicit which must be paid its a condition of redistatements including all some that approve prough reliberatement or payon. Nothing in the notice shall be required as a wearer of any security to the Completer and or the Dead of Trust polarisated the terms. of the learn decuments:

That because in the rest the present the neticiary under such dept of Trust has executed and derivered be said stilly appointed Trustee a watter Declaration of Densuit and Densuid for Sale and has deposited with sultiduly appointed tructus such Deed of Total and all documents evidencing diffusitions about a therapy and her declared and does hereby Sectate all agins excurry thereby propedities does not payable and respectively allowance payable and respectively and does hereby should be called the rest property to be odd to salisty the obligations ascured thereby

NOTICE

You may have the right to one the default hereon and relieviste the one of lightion, secored by such Dead of Trust above described. Section NHS 607 060 permits contain defaults to the outed upon the Perment of the amounts commed by that statutory faction will but requiring payment of that portion of principal and interest which would not be due trading default occurred. Where reinstatement is possible, if the default is not spread within 35 days tollowing recording and resting of this Notice to Trustors Trustors successor. is interest, the light of registational riving terrolists and this property hely the callenders and . The Tritlet

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