

Case No. 74416

IN THE SUPREME COURT OF NEVADA

SFR INVESTMENTS POOL 1, LLC,
A NEVADA LIMITED LIABILITY
COMPANY,

Appellant,

vs.

MARCHAI B.T., A BANK TRUST,

Respondent.

Electronically Filed
Dec 03 2018 08:40 a.m.
Elizabeth A. Brown
Clerk of Supreme Court

APPEAL

From the Eighth Judicial District Court, Clark County
The Honorable LINDA MARIE BELL
District Court Case No. A-13-689461-C, Consolidated With A-16-742327-C

JOINT APPENDIX VOLUME 3

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Attorneys for Appellant SFR Investments Pool 1, LLC

Vol.	Tab	Date Filed	Document	Bates Number
1	3	11/07/2013	Affidavit of Service	JA_0074
1	4	11/12/2013	Affidavit of Service	JA_0076
1	8	12/19/2013	Affidavit of Service	JA_0106
1	9	12/27/2013	Affidavit of Service	JA_0108
5	25	09/14/2016	Affidavit of Service	JA_1118
5	26	09/14/2016	Affidavit of Service	JA_1122
5	27	09/14/2016	Affidavit of Service	JA_1126
3	13	01/14/2016	Appendix of Exhibits to Marchai's Motion for Summary Judgment	JA_0544
2	12	01/14/2016	Appendix of Exhibits to Marchia's Motion for Summary Judgment	JA_0272
5	19	02/22/2016	Certificate of Service	JA_1015
1	1	09/30/2013	Complaint	JA_0001
5	20	03/22/2016	Decision and Order	JA_1017
7	38	10/03/2017	Decision and Order	JA_1483
5	23	08/25/2016	Exempt from Arbitration Action Concerning Title to Real Estate Complaint	JA_1099
5	24	08/25/2016	Initial Appearance Fee Disclosure	JA_1115
7	48	8/6/2018	Judgment	JA_1592
7	46	4/26/2018	Judgment against Cristela Perez and U.S. Bank	JA_1581
1	7	12/03/2013	Marchai's Answer to Counterclaim	JA_0098
1	10	01/14/2016	Marchai's Motion for Summary Judgment	JA_0110
7	39	10/4/2017	Marchai's Notice of Entry of Decision and Order	JA_1499
7	49	8/7/2018	Marchai's Notice of Entry of Judgment	JA_1597

7	45	12/30/2017	Marchai's Notice of Entry of Order	JA_1575
1	6	11/13/2013	Marchai's Notice of Lis Pendens	JA_0095
1	2	10/03/2013	Marchai's Notice of Pendency of Action	JA_0068
5	18	02/15/2016	Marchai's Opposition to Counter-Motions to Strike Pursuant to NRCP Rule 37	JA_0993
6	35	08/14/2017	Marchai's Opposition to SFR's & Wyeth Ranch's Motion for Summary Judgment	JA_1365
4	14	02/03/2016	Marchai's Opposition to SFR's Motion for Summary Judgment	JA_0816
7	43	11/8/2017	Marchai's Opposition to SFR's Motion to Retax and Settle Memorandum of Costs and Disbursements	JA_1560
4	16	02/08/2016	Marchai's Reply in Support of Motion for Summary Judgment	JA_0884
7	40	10/10/2017	Memorandum of Costs and Disbursements	JA_1517
5	28	12/13/2016	Notice of Entry of Order	JA_1130
5	29	12/13/2016	Notice of Entry of Order	JA_1135
5	30	12/13/2016	Order Lifting Stay and Consolidating Cases	JA_1140
7	51	8/29/2017	Recorder's Transcript of Defendant SFR's Motion for Summary Judgment	JA_1608
7	50	8/8/2018	SFR's Amended Notice of Appeal	JA_1604
5	32	02/06/2017	SFR's Answer to Complaint	JA_1154
1	5	11/13/2013	SFR's Answer, Counterclaim, and Cross Claim	JA_0078
1	11	01/14/2016	SFR's Motion for Summary Judgment	JA_0192
5	33	07/21/2017	SFR's Motion for Summary Judgment	JA_1164
7	41	10/19/2017	SFR's Motion to Retax and Settle Memorandum of Costs and Disbursements	JA_1549
7	42	11/3/2017	SFR's Notice of Appeal	JA_1556

5	21	03/23/2016	SFR's Notice of Entry of Decision and Order	JA_1043
5	22	03/24/2016	SFR's Notice of Entry of Decision and Order	JA_1071
7	47	4/27/2018	SFR's Notice of Entry of Judgment	JA_1585
4	15	02/04/2016	SFR's Opposition to Marchai's Motion for Summary Judgment	JA_0852
7	44	11/13/2017	SFR's Reply in Support of its Motion to Retax and Settle Memorandum of Costs and Disbursements	JA_1569
4	17	02/09/2016	SFR's Reply in Support of Motion for Summary Judgment and Counter-Motions to Strike	JA_0908
6	36	08/21/2017	SFR's Reply in Support of SFR's Motion for Summary Judgment	JA_1434
5	31	01/31/2017	Wyeth Ranch Community Association's Answer and Affirmative Defenses	JA_1143
6	34	07/21/2017	Wyeth Ranch Community Association's Motion for Summary Judgment	JA_1277
7	37	08/21/2017	Wyeth Ranch's Reply in Support of Motion for Summary Judgment	JA_1470

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FIXED/ADJUSTABLE RATE ASSUMPTION RIDER

THIS ASSUMPTION RIDER is made this 19th day of October, 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 given by the undersigned person whether one or more, (the "Borrower") to secure Borrower's Note to CMG MORTGAGE, INC. (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

7119 WOPL RIVERS AVENUE, LAS VEGAS, NEVADA 89131

7119 WOPL RIVERS AVENUE (PROPERTY ADDRESS)

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

- A. **ASSUMPTION.** Any person purchasing the Property from Borrower may assume full liability to repay Borrower's Note to Lender under the terms and conditions set out in this Assumption Rider.
- B. **AGREEMENT.** Lender may require the Purchaser to sign an assumption agreement, in the form required by Lender, which obligates the Purchaser to keep all the promises and agreements made in the Note and Security Instrument. Borrower will continue to be obligated under the Note and Security Instrument unless Lender releases Borrower in writing.
- C. **APPLICABILITY.** Lender is bound by these conditions and terms, as follows:
 - 1. Lender shall have no obligation to allow assumption by a purchaser from Borrower until the initial fixed interest rate payable on the Note changes to an adjustable rate;
 - 2. This Assumption Rider applies only to the first transfer of the Property by Borrower and not to a foreclosure sale;
 - 3. Purchaser must be an individual, not a partnership, corporation or other entity.
 - 4. Purchaser must meet Lender's credit underwriting standards for the type of loan being assumed as if Lender were making a new loan to Purchaser;
 - 5. Purchaser shall assume only the balance due on the Note at the time of assumption for the term remaining on the Note;
 - 6. If applicable, Borrower's private mortgage insurance coverage must be transferred to the Purchaser in writing, unless waived by Lender;

MB-2117 1/95
(5/1, 7/1, 10/1 ARM)
mb2117ri

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32501490

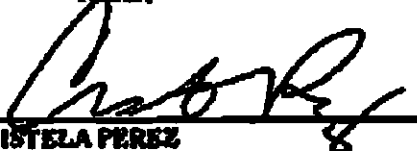


RIDER

MBT0007

7. If Borrower's Note has a conversion feature and Borrower has exercised the right of conversion of this loan to a fixed rate loan from Lender, this Assumption Rider is void and Lender has no obligation to allow assumption by a Purchaser from Borrower; and
8. Lender must reasonably determine that Lender's security will not be impaired by the loan assumption.
- D. **ASSUMPTION RATE.** Lender will allow assumption by Purchaser at Borrower's Note interest rate in effect at the time of assumption.
- E. **ADDITIONAL CHARGES.** In addition, Lender may charge an amount up to one percent (1%) of the current Note balance and its normal loan closing costs, except the cost of a real estate appraisal.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants of this Assumption Rider.



CRISTELA PEREZ (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

MB-2117 1/95
(5/1, 7/1, 10/1 ARM)

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MBT0008

CONFIDENTIAL

True Certified Copy
of Original

NOTE ALLONGE

Statement of Purpose: This Note Allonge is attached to and made part of the Note, for the purpose of Notchholder Endorsements to evidence transfer of interest.

Loan Number: 2003295889

Loan Date: 10/19/2005 **Original Loan Amount:** \$ 442,000.00

Originator: CMG MORTGAGE, INC.

Original Mortgagor: CRISTELA PEREZ

Property Address: 7119 WOLF RIVERS AVENUE, LAS VEGAS, NV 89131

Pay to The Order of
U.S. BANK NATIONAL ASSOCIATION, AS
TRUSTEE FOR STANWICH MORTGAGE LOAN
TRUST, SERIES 2012-6
Without Recourse



Id No: "12035949"

CITIMORTGAGE, INC.

By:

M. E. Wilcman, Vice President

MBT0009

ALLONGE

Pay to the Order of:

MARCHAI B.T.

Without Recourse:

Original Loan Amount: \$442,000.00

Dated: 10/19/2005

Made By: CRISTELA PEREZ

**Premises Secured: 7119 WOLF RIVERS AVENUE
LAS VEGAS, NEVADA 89131**

**U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR STANWICH
MORTGAGE LOAN TRUST, SERIES 2012-6, BY CARRINGTON MORTGAGE
SERVICES LLC., AS ATTORNEY IN FACT**

By: 
Name: **GREG SCHLEPPY**
Title: **SR. VICE PRESIDENT**

7000035044

MBT0010

EXHIBIT 3-B

20051109-0001385

Assessor's Parcel Number: 125-15-011-013
 When recorded mail to:
CMG MORTGAGE, INC.
 3160 CROW CANYON ROAD, SUITE 240
 SAN RAMON, CALIFORNIA 94583
 Loan No.: 32501493

Fee: \$38.00
 R/C Fee: \$0.00

11/05/2005 09:44:04
 T20050234479

Requestor:
FIDELITY NATIONAL TITLE

Frances Deane KCP
 Clark County Recorder Pgs: 22

Mail Tax Statements to:
CRISTELA PEREZ 4700
 7119 WOLF RIVERS AVENUE
 LAS VEGAS, NEVADA 89131
 Prepared By:

Recording Requested By:

31

62902864 [Space Above This Line For Recording Data]

DEED OF TRUST

MIN 1068724-0032901493-7
 MERS TELEPHONE: (888) 679-6377

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 October 19, 2005, together with all Riders to this document.

(B) "Borrower" is **CRISTELA PEREZ, A MARRIED WOMAN, AS HER SOLE AND SEPARATE PROPERTY**. Borrower is the trustor under this Security Instrument.

(C) "Lender" is **CMG MORTGAGE, INC.**. Lender is a corporation organized and existing under the laws of the State of CALIFORNIA. Lender's address is 3160 CROW CANYON ROAD, SUITE 240, SAN RAMON, CALIFORNIA 94583.

(D) "Trustee" is **FIDELITY NATIONAL TITLE AGENCY OF NEVADA**.

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of

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DocumentId



32501493



DEED

Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated October 19, 2005. The Note states that Borrower owes Lender Four Hundred Forty Two Thousand And 00/100 Dollars (U.S. \$ 442,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than November 1, 2035.

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

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

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

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

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

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

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

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

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

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

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

(Q) "REMPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

LOT 13 IN BLOCK A OF WYETH RANCH- UNIT 2, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 112 OF PLATS, PAGE 8 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA. A NON- EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, USE AND ENJOYMENT OF THE COMMON LOTS AS SHOWN ON THE ABOVE MAP AND AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED OCTOBER 4, 2002 IN BOOK 20021004 AS THE SAME MAY BE AMENDED FROM TIME TO TIME.

Parcel ID Number: 125-15-811-013

which currently has the address of
7119 WOLF RIVERS AVENUE [Street]
 LAS VEGAS [City], Nevada 89131 [Zip Code] ("Property Address"):

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

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for NEVADA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

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encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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

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

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

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

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

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due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

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

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

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

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

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

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

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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

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either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

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

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

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

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

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may

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take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

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

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

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

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

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

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

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

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

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

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

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


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

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less

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

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

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

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

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

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

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees

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in such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

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

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

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

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

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall

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mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

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

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

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

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

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment confirming this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law.

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There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

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

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

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

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spillage, 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,

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

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Initials: cf

that any removal or other remediation of any Hazardous Substance affecting the Property is necessary. Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

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

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

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

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the

NEVADA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MER'S
Form 3029 1/01

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Initials: 

Branch :LDA,User :JGOW

Order: 08609266 Title Officer: MJ Comment:

Station Id :SR07

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. \$ 4,420.00.

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

CLARK,NV
Document: DOT 2005.1109.1385

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Branch :LDA,User :JGOW

Order: 08609266 Title Officer: MJ Comment:

Station Id :SR07

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.

Witness:

CRISTELA PEREZ (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

NEVADA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS
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CLARK,NV
Document: DOT 2005.1109.1385

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MBT0027

Branch :LDA,User :JGOW

Order: 08609266 Title Officer: MJ Comment:

Station Id :SR07

STATE OF NEVADA
COUNTY OF Clark

This instrument was acknowledged before me on 10-20-05 by
CRISTELA PEREZ

Mary Quackenbush
My Commission Expires: 05-31-09



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

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Initials: cp

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

THIS FIXED/ADJUSTABLE RATE RIDER is made this 19th day of October, 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 given by the undersigned ("Borrower") to secure Borrower's Fixed/Adjustable Rate Note (the "Note") to CMG MORTGAGE, INC. ("Lender") of the same date and covering the property described in the Security Instrument and located at:

LF mQ, -Q
7119 WOHL RIVERS AVENUE, LAS VEGAS, NEVADA 89131
[Property Address]

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

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

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of 5.000%. The Note also provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the FIRST day of November, 2010, and the adjustable interest rate I will pay may change on that day every 12th month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

(B) The Index

MULTISTATE FIXED/ADJUSTABLE RATE RIDER - WM One-Year LIBOR - Single Family - Form 3187 601
[Instrument]

(Page 1 of 4)

Initials: GP

usc3187



32501493



RIDER

Beginning with the first Change Date, my adjustable interest rate will be based on an index. The "index" is the average of interbank offered rates for one-year U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent index figure available as of the date 45 days before each Change Date is called the "Current Index." If the index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) **Calculation of Changes** Before each Change Date, the Note Holder will calculate my new interest rate by adding Two and One-Fourth percentage points (2.25%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date. The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 10.000% or less than 2.250%. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two percentage points from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 10.000%.

(E) Effective Date of Changes

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

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

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

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

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a

ILLINOIS FIXED/ADJUSTABLE RATE RIDER - W/1 One-Year LIBOR - Single Family - Female Non Uniform
Instrument Form 3487-6/01

(Page 2 of 4)

Initials: CP

bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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

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

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

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

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

MULTI STATE FIXED/ADJUSTABLE RATE RIDER - WSF One-Year LIBOR - Single Family - Fannie Mae Uniform Instrument Form 3187 6/01

(Page 3 of 4)

Initials: *cyf...*

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 given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay those 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 Fixed/Adjustable Rate Rider.

 _____ CRISTINA PEREZ	(Seal) -Borrower	_____	(Seal) -Borrower
_____	(Seal) -Borrower	_____	(Seal) -Borrower

EXHIBIT 3-C

Inst #: 201206050003133
Fees: \$18.00
NIC Fee: \$0.00
08/05/2012 03:42:09 PM
Receipt #: 1187408
Requester:
NATIONWIDE TITLE CLEARING
Recorded By: JACKSM Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

I hereby affirm that this document submitted for recording
does not contain a social security number.

Signed: 
DERRICK WHITE
ASST. SECRETARY

Parcel #: 125-15-811-013

When Recorded Mail To:
CitiMortgage, Inc.
C/O NTC 2180 Alh. 19 North
Falm Harbor, FL 34683
Investor LA



CORPORATE ASSIGNMENT OF DEED OF TRUST

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS) AS NOMINEE FOR CMG MORTGAGE, INC., ITS SUCCESSORS AND ASSIGNS PO BOX 2026, FLINT, MI, 48901, (ASSIGNOR), by these presents does convey, grant, sell, assign, transfer and set over the described Deed of Trust with all interest accrued thereby, all liens, and any rights due or to become due thereon to CITIMORTGAGE, INC., WHOSE ADDRESS IS 1600 TECHNOLOGY DRIVE, O'FALLON, MO 63368-2240 (800)283-7912, ITS SUCCESSORS OR ASSIGNS, (ASSIGNEE).

Said Deed of Trust made by CRISTELA PEREZ, and recorded on 11/09/2005 as Instrument # 0001365, under Book 20051109, Page , in the Recorder's office of CLARK, Nevada. .

Date: 08/25/2012 (MM/DD/YYYY)

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS) AS NOMINEE FOR CMG MORTGAGE, INC., ITS SUCCESSORS AND ASSIGNS.

By: 
DERRICK WHITE
ASST. SECRETARY

FORM5FRMNV1



19926922

Branch :LDA,User :JGOW

Order: 08609266 Title Officer: MJ Comment:

Station Id :SR07

Parcel #: 125-15-811-013
Investor L#

STATE OF FLORIDA COUNTY OF PINELLAS
The foregoing instrument was acknowledged before me on 05/25/2012 (MM/DD/YYYY), by DERRICK WHITE as ASST. SECRETARY for MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS) AS NOMINEE FOR CMG MORTGAGE, INC., ITS SUCCESSORS AND ASSIGNS, who, as such ASST. SECRETARY being authorized to do so, executed the foregoing instrument for the purposes therein contained. He/she/they is (are) personally known to me.

Signed:

MIRANDA AVILA
Notary Public - State of FLORIDA
Commission expires: 08/22/2014



Prepared By: ELanco/NTC, 2100 Alh. 19 North, Palm Harbor, FL 34683 (800)346-9152

Mail Tax Statements to: CRISTELA PEREZ
7119 WOLF RIVERS AVENUE
LAS VEGAS, NV 89131

CDMAV 15926922 -@ MERS (MOM) EMK3826611 MIN 100072400325014937 MERS PHONE
1-888-679-MERS FORM5FRMINV1



15926922

CLARK,NV

Document: DOT ASN 2012.0605.3133

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Printed on 01/15/2013 2:57:45 PM

MBT0034

EXHIBIT 3-D

Branch :LDA,User :JGOW

Order: 08609266 Title Officer: MJ Comment:

Station Id :SR07

Inst #: 201207260002017
Fee: \$18.00
N/C Fee: \$0.00
07/26/2012 10:44:40 AM
Receipt #: 1248362
Requester:
ORION FINANCIAL GROUP
Recorded By: MSH Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

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

PREPARED BY & RETURN TO:
M. E. Wilman
2860 Exchange Blvd. # 100
Southlake, TX 76092
Parcel # 125-15-811-013

Assignment of Mortgage

Send Any Notices to Assignee.

For Valuable Consideration, the undersigned, CITIMORTGAGE, INC. 4050 REGENT BLVD, MAIL
STOP N2A-222, IRVING, TX 75063 (Assignor) by these presents does assign and set over, without
recourse, to U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR STANWICH
MORTGAGE LOAN TRUST, SERIES 2012-6 1610 E. St. Andrews Pl, Suite B150, Santa Ana, CA
92705 (Assignee) the described mortgage with all interest, all liens, any rights due or to become due
thereon, executed by CRISTELA PEREZ, A MARRIED WOMAN, AS HER SOLE AND
SEPARATE PROPERTY to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.,
(MERS) AS NOMINEE FOR CMG MORTGAGE, INC., ITS SUCCESSORS AND ASSIGNS. Said
mortgage Dated: 10/19/2005 is recorded in the State of NV, County of Clark on 11/9/2005, Book
20051109 Instrument# 0001385 AMOUNT: \$ 442,000.00 Property Address: 7119 WOLF RIVERS
AVENUE, LAS VEGAS NV 89131

IN WITNESS WHEREOF, the undersigned corporation/trust has caused this instrument to be executed by
its proper officer. Executed on: 07/26/2012

CITIMORTGAGE, INC.

By:



M. E. Wilman, Authorized Signator



PEREZ JDM *12031213*

NV Clerk

MIN 100072400325014937
MERS Phone 888-679-6377
CITICAP/WL17-2012/AS

EXHIBIT 3-E

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466
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PRESORT
First-Class Mail
U.S. Postage and
Fees Paid
WSO

Send Payments to:
Carlington Mortgage Services, LLC
Attn: Payment Processing
PO Box 78001
Phoenix, AZ 85062-8001

20121004-51

CRISTELA PEREZ
7119 WOLF RIVERS AVE
LAS VEGAS, NV 89131-0139

**NOBIS**

MBT0047



P.O. Box 54285, Irvine, CA 92619-4285
(888) 788-7308 Fax (949) 517-5220

October 3, 2012

CRISTELA PEREZ
7119 WOLF RIVERS AVE
LAS VEGAS, NV 89131-0139

Property Address: 7119 WOLF RIVERS AVENUE
LAS VEGAS, NV 89131

RE: Loan Number: 7000035044

NOTICE OF INTENT TO FORECLOSE

Dear Mortgagor(s):

The above referenced loan is in default because the monthly payment(s) due on and after October 1, 2011 have not been received. The amount required to cure this delinquency, as of the date of this letter, is \$36,281.60, less \$0.00, monies held in Unapplied.

SUBSEQUENT PAYMENTS, LATE CHARGES, AND OTHER FEES WILL BE ADDED TO THE ABOVE STATED REINSTATEMENT AMOUNT AS THEY ARE ASSESSED.

Please remit the total amount due in CERTIFIED FUNDS, utilizing one of the following payment resources:

OVERNIGHT MAIL:
Carrington Mortgage Services, LLC
ATTN: Cashiering Dept.
1610 E. Saint Andrew Place, Ste. B-150
Santa Ana, Ca. 92705

| WESTERN UNION QUICK COLLECT
| Any Western Union Location:
| Code City: CARRINGTONMS
| Code State: CA
|

IF YOU ARE UNABLE TO BRING YOUR ACCOUNT CURRENT, PLEASE CONTACT CARRINGTON MORTGAGE SERVICES, LLC TO DISCUSS HOME RETENTION ALTERNATIVES TO AVOID FORECLOSURE AT (888) 788-7306 OR BY MAIL AT 1610 E. SAINT ANDREW PLACE, SUITE B-150, SANTA ANA, CA 92705.

YOU MAY ALSO CONTACT THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ("HUD") HOTLINE NUMBER AT (800) 569-4287 OR YOU CAN VISIT THEM AT <http://www.hud.gov/foreclosure/index.cfm> TO FIND OUT OTHER OPTIONS YOU MAY HAVE TO AVOID FORECLOSURE.



NO565
Page 1 of 2

2266385873
MBT0048

Failure to cure the delinquency within 30 days of the date of this letter may result in acceleration of the sums secured by the Deed of Trust or Mortgage and in the sale of the property.

You have the right to reinstate your loan after legal action has begun. You also have the right to assert in foreclosure, the non-existence of a default or any other defense to acceleration and foreclosure.

Should you have any questions, please contact our office at (888) 788-7306, 5:00 AM to 9:00 PM Monday through Thursday, 5:00 AM to 5:00 PM Friday, 6:00 AM to 10:00 AM Saturday and 8:00 AM to 12:00 PM Sunday, Pacific Time.

Sincerely,

Loan Servicing Department
Carrington Mortgage Services, LLC

-IMPORTANT BANKRUPTCY NOTICE

If you have been discharged from personal liability on the mortgage because of bankruptcy proceedings and have not reaffirmed the mortgage, or if you are the subject of a pending bankruptcy proceeding, this letter is not an attempt to collect a debt from you but merely provides informational notice regarding the status of the loan. If you are represented by an attorney with respect to your mortgage, please forward this document to your attorney.

-CREDIT REPORTING

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

-MINI MIRANDA

This communication is from a debt collector and it is for the purpose of collecting a debt and any information obtained will be used for that purpose. This notice is required by the provisions of the Fair Debt Collection Practices Act and does not imply that we are attempting to collect money from anyone who has discharged the debt under the bankruptcy laws of the United States.

-HUD STATEMENT

Pursuant to section 169 of the Housing and Community Development Act of 1987, you may have the opportunity to receive counseling from various local agencies regarding the retention of your home. You may obtain a list of the HUD-approved housing counseling agencies by calling the HUD nationwide toll free telephone number at (800) 569-4287.

-EQUAL CREDIT OPPORTUNITY ACT NOTICE

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers CMS' compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

EXHIBIT 3-F

Inst #: 201308120002562
Fee: \$18.00
N/C Fee: \$26.00
08/12/2013 02:42:09 PM
Receipt #: 1728913
Requestor:
LSI TITLE AGENCY INC.
Recorded By: CDE Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

Peak Loan Servicing
5900 Canoga Ave Suite 200
Woodland Hills CA 91367

Parcel ID#: 125-15-811-013

Ln# 7000035844/PEREZ

SPACE ABOVE THIS LINE FOR RECORDER'S USE

130170768

Assignment of Deed of Trust

Date of Assignment: 3/12/12

"This instrument is being recorded as an
ACCOMMODATION ONLY, with no
representation as to its effect upon title"

Assignor: : U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR STANWICH MORTGAGE LOAN
TRUST, SERIES 2012-6

Assignee: : MARCHAI B.T.

Executed By: CRISTELA PEREZ, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY To
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR CMG MORTGAGE,
INC. and FIDELITY NATIONAL TITLE AGENCY OF NEVADA, as Trustee, Date of Deed of Trust:
10/19/2005 Recorded: 11/09/2005 in Book/Rec/Liber: — Page: — as Instrument/CPN No.: 20051109-0001385 in
Official Records of the CLARK County, State of NEVADA

Property Address: 7119 WOLF RIVERS AVENUE, LAS VEGAS, NEVADA 89131

Parcel ID #: 125-15-811-013

Legal:

LOT 13 IN BLOCK A OF WYETH RANCH-UNIT 2, AS SHOWN BY MAP THEREOF ON FILE IN BOOK
112 OF PLATS, PAGE 8 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.
A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, USE AND ENJOYMENT OF THE COMMON
LOTS AS SHOWN ON THE ABOVE MAP AND AS SET FORTH IN THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED OCTOBER 4, 2002 IN BOOK 20021804 AS
THE SAME MAY BE AMENDED FROM TIME TO TIME.

KNOW ALL MEN BY THESE PRESENTS that in consideration of the sum of TEN and NO/100ths DOLLARS and
other good and valuable consideration, paid to the above named assignor, the receipt and sufficiency of which is hereby
acknowledged, said Assignor here by assigns unto the above-named Assignee, the said Deed of Trust, secured thereby,
which all moneys now owing or that may hereafter become due or owing in respect thereof, and the full benefit of all
the powers and of all the covenants and provisions therein contained, and the said Assignor hereby Grants and conveys
unto the said Assignee, the Assignor's beneficial interest under the Deed of Trust.

MBT0037

TO HAVE AND TO HOLD the said Deed of Trust, and the said property unto the said Assignee forever, subject to the terms contained in the said Deed of Trust. IN WITNESS WHEREOF, the assignor has executed these presents the day and year first above written

Date: 3/12/13

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR
STANWICH MORTGAGE LOAN TRUST, SERIES 2012-6, BY
CARRINGTON MORTGAGE SERVICES LLC, AS ATTORNEY
IN FACT


Witness: LETICIA MACIAS


By: GREG SCHLEPPY, SR. VICE PRESIDENT

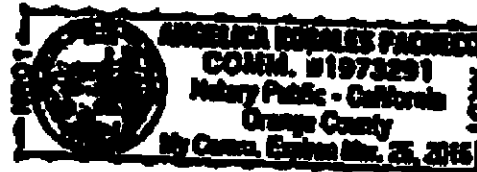
State of CALIFORNIA
County of ORANGE

On 3/12/13 before me, ANGELICA ROSALES PACHECO, Notary Public personally appeared GREG SCHLEPPY, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.


Notary: ANGELICA ROSALES PACHECO



MBT0038

EXHIBIT 4

20060406-0004914

Fee: \$21.00
N/C Fee: \$0.00

04/06/2006 17:00:22
T20060061379

Requestor:
FIRST AMERICAN TITLE INSURANCE LENDER
Frances Deane KXC
Clark County Recorder Pgs: 8

Assessor's Parcel Number: 125-15-811-013

Mall Tax Statements To (name and address):
CRISTELA PEREZ AND ROBERT ROSE
7119 WOLF RIVERS AVE
LAS VEGAS NV 89131

Return To (name and address):
First American
1228 Euclid Avenue, 4th Floor
Cleveland, OH 44115

State of Nevada Space Above This Line For Recording Data
Order #: 8744120
ALS #: 3000434454 DEED OF TRUST
(With Future Advance Clause)

1. DATE AND PARTIES. The date of this Deed of Trust (Security Instrument) is 12/26/2006.....
..... and the parties, their addresses and tax identification numbers, if
required, are as follows:
GRANTOR: CRISTELA PEREZ AND ROBERT ROSE MARRIED WOMAN SEPARATE
PROPERTY 3000434454

☐ If checked, refer to the attached Addendum incorporated herein, for additional Grantors,
their signatures and acknowledgments.

TRUSTEE: U.S. Bank Trust Company, National Association
111 S.W. Fifth Avenue, Suite 3500
Portland, OR 97204

LENDER: U.S. Bank, National Association N.D.
4325 17th Avenue S.W.
Fargo, ND 58103

RECORDERS MEMO
POSSIBLE POOR RECORD DUE TO
QUALITY OF ORIGINAL DOCUMENT

2. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is
acknowledged, and to secure the Secured Debt (defined on page 2) and Grantor's performance
under this Security Instrument, Grantor irrevocably grants, bargains, conveys and sells to
Trustee, in trust for the benefit of Lender, with power of sale, the following described property
(if property description is in metes and bounds the name and mailing address of the person who
prepared the legal description must be included):

The real estate deed of trust herein is described in Exhibit "A" which is attached hereto and hereby
incorporated herein by reference.

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NEVADA - HOME EQUITY LINE OF CREDIT DEED OF TRUST
(NOT FOR FNMA, FHLMC, FHA OR VA USE)

Expires - 1994 Bankers Systems, Inc., St. Cloud, MN Form OCP-REDT-NV 6/25/2003

The property is located in CLARK at 7119 WOLF RIVERS AVE
 (County)
LAS VEGAS Nevada 89131
 (Address) (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 100,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.
4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:
- A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. *(You must specifically identify the debt(s) secured and you should include the final maturity date of such debt(s).)*

- B. All future advances from Lender to Grantor or other future obligations of Grantor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Grantor in favor of Lender after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Grantor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Grantor, or any one or more Grantor and others. Future advances are contemplated and are governed by the provisions of NRS 106.300 to 106.400, inclusive. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.
- C. All other obligations Grantor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Grantor and Lender.
- D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

In the event that Lender fails to provide any necessary notice of the right of rescission with respect to any additional indebtedness secured under paragraph B of this Section, Lender waives any subsequent security interest in the Grantor's principal dwelling that is created by this Security Instrument (but does not waive the security interest for the debts referenced in paragraph A of this Section).

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Exhibit 1994 Bankers Systems, Inc., St. Cloud, MN Form OCP-REDT-NV 6/25/2003

5. **DEED OF TRUST COVENANTS.** Grantor agrees that the covenants in this section are material obligations under the Secured Debt and this Security Instrument. If Grantor breaches any covenant in this section, Lender may refuse to make additional extensions of credit and reduce the credit limit. By not exercising either remedy on Grantor's breach, Lender does not waive Lender's right to later consider the event a breach if it happens again.
- Payments.** Grantor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.
- Prior Security Interests.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Grantor agrees to make all payments when due and to perform or comply with all covenants. Grantor also agrees not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written approval.
- Claims Against Title.** Grantor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Grantor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Grantor's payment. Grantor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Grantor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Grantor may have against parties who supply labor or materials to maintain or improve the Property.
- Property Condition, Alterations and Inspection.** Grantor will keep the Property in good condition and make all repairs that are reasonably necessary. Grantor shall not commit or allow any waste, impairment, or deterioration of the Property. Grantor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Grantor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Grantor will notify Lender of all demands, proceedings, claims, and actions against Grantor, and of any loss or damage to the Property.
- Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Grantor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Grantor will in no way rely on Lender's inspection.
- Authority to Perform.** If Grantor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Grantor appoints Lender as attorney in fact to sign Grantor's name or pay any amount necessary for performance. Lender's right to perform for Grantor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument.
- Leaseholds; Condominiums; Planned Unit Developments.** Grantor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Grantor will perform all of Grantor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.
- Condemnation.** Grantor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Grantor authorizes Lender to intervene in Grantor's name in any of the above described actions or claims. Grantor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

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Exhibits - 1994 Bankers Systems, Inc., St. Cloud, MN Form OCP-REDT-NV 6/25/2003

Insurance. Grantor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding sentence can change during the term of the Secured Debt. The insurance carrier providing the insurance shall be chosen by Grantor subject to Lender's approval, which shall not be unreasonably withheld. If Grantor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Grantor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Grantor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Grantor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Grantor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Grantor. If the Property is acquired by Lender, Grantor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

Financial Reports and Additional Documents. Grantor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Grantor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Grantor's obligations under this Security Instrument and Lender's lien status on the Property.

6. **WARRANTY OF TITLE.** Grantor warrants that Grantor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to irrevocably grant, bargain, convey and sell the Property to Trustee, in trust, with power of sale. Grantor also warrants that the Property is unencumbered, except for encumbrances of record.

7. **DUE ON SALE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, a transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable.

8. **DEFAULT.** Grantor will be in default if any of the following occur:

Fraud. Any Consumer Borrower engages in fraud or material misrepresentation in connection with the Secured Debt that is an open end home equity plan.

Payments. Any Consumer Borrower on any Secured Debt that is an open end home equity plan fails to make a payment when due.

Property. Any action or inaction by the Borrower or Grantor occurs that adversely affects the Property or Lender's rights in the Property. This includes, but is not limited to, the following:

(a) Grantor fails to maintain required insurance on the Property; (b) Grantor transfers the Property; (c) Grantor commits waste or otherwise destructively uses or fails to maintain the Property such that the action or inaction adversely affects Lender's security; (d) Grantor fails to pay taxes on the Property or otherwise fails to act and thereby causes a lien to be filed against the Property that is senior to the lien of this Security Instrument; (e) a sole Grantor dies; (f) if more than one Grantor, any Grantor dies and Lender's security is adversely affected; (g) the Property is taken through eminent domain; (h) a judgment is filed against Grantor and subjects Grantor and the Property to action that adversely affects Lender's interest; or (i) a prior lienholder forecloses on the Property and as a result, Lender's interest is adversely affected.

Executive Officers. Any Borrower is an executive officer of Lender or an affiliate and such Borrower becomes indebted to Lender or another lender in an aggregate amount greater than the amount permitted under federal laws and regulations.

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Eden - 1994 Bankers Systems, Inc., St. Cloud, MN Form OCP-REDT-NV 6/25/2003

9. **REMEDIES ON DEFAULT.** In addition to any other remedy available under the terms of this Security Instrument, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Grantor is in default. In some instances, federal and state law will require Lender to provide Grantor with notice of the right to cure, or other notices and may establish time schedules for foreclosure actions.

At the option of the Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. Lender shall be entitled to, without limitation, the power to sell the Property.

If there is a default, Trustee shall, at the request of Lender, advertise and sell the Property as a whole or in separate parcels at public auction to the highest bidder for cash and convey absolute title free and clear of all right, title and interest of Grantor at such time and place as Trustee designates. Trustee shall give notice of sale, including the time, terms and place of sale and a description of the Property to be sold as required by the applicable law.

Upon the sale of the Property and to the extent not prohibited by law, Trustee shall make and deliver a deed to the Property sold which conveys absolute title to the purchaser, and after first paying all fees, charges, and costs, shall pay to Lender all moneys advanced for repairs, taxes, insurance, liens, assessments and prior encumbrances and interest thereon, and the principal and interest on the Secured Debt, paying the surplus, if any, to Grantor. Lender may purchase the Property. The recitals in any deed of conveyance shall be prima facie evidence of the facts set forth therein.

The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Grantor's default, Lender does not waive Lender's right to later consider the event a default if it happens again.

10. **EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.** If Grantor breaches any covenant in this Security Instrument, Grantor agrees to pay all expenses Lender incurs in performing such covenants or protecting its security interest in the Property. Such expenses include, but are not limited to, fees incurred for inspecting, preserving, or otherwise protecting the Property and Lender's security interest. These expenses are payable on demand and will bear interest from the date of payment until paid in full at the highest rate of interest in effect as provided in the terms of the Secured Debt. Grantor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. To the extent permitted by the United States Bankruptcy Code, Grantor agrees to pay the reasonable attorneys' fees Lender incurs to collect the Secured Debt as awarded by any court exercising jurisdiction under the Bankruptcy Code. This Security Instrument shall remain in effect until released. Grantor agrees to pay for any recordation costs of such release.

11. **ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law. Grantor represents, warrants and agrees that:

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~~Exempt~~ - 1994 Bankers Systems, Inc., St. Cloud, MN Form OCP-REDT-NV 6/25/2003

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
- B. Except as previously disclosed and acknowledged in writing to Lender, Grantor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
- C. Grantor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Grantor shall take all necessary remedial action in accordance with any Environmental Law.
- D. Grantor shall immediately notify Lender in writing as soon as Grantor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.
12. **ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Grantor will not be required to pay to Lender funds for taxes and insurance in escrow.
13. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Grantor signs this Security Instrument but does not sign an evidence of debt, Grantor does so only to mortgage Grantor's interest in the Property to secure payment of the Secured Debt and Grantor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Grantor, Grantor agrees to waive any rights that may prevent Lender from bringing any action or claim against Grantor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Grantor and Lender.
14. **SEVERABILITY; INTERPRETATION.** This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
15. **SUCCESSOR TRUSTEE.** Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee without any other formality than the designation in writing. The successor trustee, without conveyance of the Property, shall succeed to all the title, power and duties conferred upon Trustee by this Security Instrument and applicable law.
16. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one grantor will be deemed to be notice to all grantors.
17. **WAIVERS.** Except to the extent prohibited by law, Grantor waives all appraisement and homestead exemption rights relating to the Property.
18. **LINE OF CREDIT.** The Secured Debt includes a revolving line of credit. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.

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~~Exempt~~ - 1994 Bankers Systems, Inc., St. Cloud, MN Form OCP-REDT-NV 6/25/2003

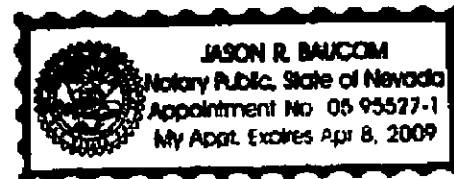
19. **APPLICABLE LAW.** This Security Instrument is governed by the laws as agreed to in the Secured Debt, except to the extent required by the laws of the jurisdiction where the Property is located, and applicable federal laws and regulations.
20. **RIDERS.** The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument.
[Check all applicable boxes]
☐ Assignment of Leases and Rents ☐ Other
21. ☐ **ADDITIONAL TERMS.**

SIGNATURES: By signing below, Grantor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Grantor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

[Signature] 1/30/06 *[Signature]* 1/30/06
(Signature) CRISTELA PEREZ (Date) (Signature) ROBERT ROSE (Date)

ACKNOWLEDGMENT: Nevada COUNTY OF Clark ss.
This instrument was acknowledged before me this 30th day of January, 2006.
(Individual) by CRISTELA PEREZ AND ROBERT ROSE MARRIED WOMAN SEPERATE PROPERTY
My commission expires:

[Signature]
Branch Manager
(Notary Public)
(Title and Rank)



8744120

(page 7 of 7)

Exempt - 1994 Bankers Systems, Inc., St. Cloud, MN Form OCP-REDT-NV 6/25/2003

EXHIBIT "A"

LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN THE STATE OF NEVADA, COUNTY OF CLARK,
WITH A STREET LOCATION ADDRESS OF 7119 WOLF RIVERS AVE; LAS VEGAS,
NV 89131-0139 CURRENTLY OWNED BY CRISTELA PEREZ HAVING A TAX
IDENTIFICATION NUMBER OF 125-15-811-013 AND BEING THE SAME
PROPERTY MORE FULLY DESCRIBED IN BOOK/PAGE OR DOCUMENT NUMBER
40721003728 DATED 7/19/2004 AND FURTHER DESCRIBED AS WYETH
RANCH-UNIT 2 PLAT BOOK 112 PAGE 8 LOT 13 BLOCK A PT S2 SE4 SEC 15
TWP 19 RGN 60.

125-15-811-013
7119 WOLF RIVERS AVE; LAS VEGAS, NV 89131-0139

20060131701500
27313887/1



PEREZ
8744120

FIRST AMERICAN LENDERS ADVANTAGE
DEED OF TRUST



EXHIBIT 5

EXHIBIT "B"

CERTIFICATE OF CUSTODIAN OF RECORDS PURSUANT TO NRS 52.260

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

NOW COMES Dawn Alexander, who after first being duly sworn deposes and says:

1. That the deponent is the Senior AR Administrator of Wyeth Ranch Community Association, and in his or her capacity as Senior AR Administrator is a custodian of records for Wyeth Ranch Community Association.

2. That Wyeth Ranch Community Association, is licensed to do business in the State of Nevada.


3. That on or about the 9th day of the month of October of 2015, Wyeth Ranch Community Association, was served with a Subpoena Duces Tecum in connection with a Law Suit Entitled MARCHAI B.T. VS. CRISTELA PEREZ, et al., Case No. A-13-689461-C, calling for the production of documents relating to the purchase of real property as more fully described in the subpoena.

4. That the deponent has examined the original of those records and has made or caused to be made a true and exact copy of them and that the reproduction of them attached hereto is true and complete.

///
///
///

Dan Alexander
CUSTODIAN OF RECORDS

On this 17 day of the month of OCTOBER 2015

 **DIANE J. NESS**
Notary Public State of Nevada
No. 97-4003-1
My Appt. Exp. Oct. 18, 2017

My appointment expires: 10/16/2017

EXHIBIT 5-A

DAVID ALESSI*
THOMAS BAYARD*
ROBERT KOENIG**
RYAN KERBOW*

* Admitted to the California Bar

** Admitted to the California, Nevada
and Colorado Bars

*** Admitted to the Nevada Bar

Nevada Licensed Qualified Collection Manager
AMANDA LOWRIE



A Multi-Jurisdictional Law Firm

9500 W. Flamingo Road, Suite 100
Las Vegas, Nevada 89147
Telephone: 702-222-4033
Facsimile: 702-222-4043
www.alessikoenig.com

CALIFORNIA OFFICE

28914 Roadside Drive Suite F-4
Agoura Hills, California 91301
Telephone: (818) 735-9600
Facsimile: (818) 735-0096

ADDITIONAL OFFICES IN

RHINO NV
PHONE: 775-626-2323
&
DIAMOND BAR CA
PHONE: 909-243-4590

**AUTHORIZATION TO CONCLUDE NON-JUDICIAL FORECLOSURE
AND CONDUCT TRUSTEE SALE**

Dear Board of Directors and Management:

Alessi & Koenig, LLC is processing the posting and publication of a Notice of Trustee Sale for the below referenced property. Prior to the sale taking place, Alessi & Koenig requests a member of the Board of Directors, or a managing agent of the Board of Directors, sign this authorization.

If there are no bidders at the trustee sale, the property will revert to the homeowners association (HOA); and the HOA will acquire ownership of the property. Alessi & Koenig will record a Trustee's Deed Upon Sale on behalf of the HOA and advance the real property transfer tax; approximately \$500 per each \$100,000 of the properties assessed value.

Should the property revert to the HOA, Alessi & Koenig will provide an invoice for foreclosure fees and reimbursement of costs; including transfer tax and title insurance. Alessi & Koenig fees approximate \$2,500 to \$2,750.

Delinquent homeowner's name(s): **Cristela Perez**

Homeowner Association name: **Wyeth Ranch**

Delinquent homeowner's property address: **7119 Wolf Rivers Ave, Las Vegas, NV 89131**

Trustee Sale Date:

Amount owed HOA (delinquent assessment): **\$3,330.32**

Approximate amount owed bank (1st mortgage): **\$542,000.00** 2nd Mortgage:

The undersigned has been authorized to execute this agreement on behalf of the above referenced Homeowners Association. Execution of this agreement authorizes Alessi & Koenig to conduct a public auction via trustee sale of the above referenced property.

Signed: 

AGENT

for

Dated: **11-5-09**

Wyeth

Ranch

MBT0293

EXHIBIT 5-B



A Multi-Jurisdictional Law Firm

9500 West Flamingo Road, Suite 100
Las Vegas, Nevada 89147
Telephone: 702-222-4033
Facsimile: 702-222-4043
www.alessikoenig.com

ADDITIONAL OFFICES

AGOURA HILLS, CA
PHONE: 818-735-9600

RENO NV
PHONE: 775-625-2323

&
DIAMOND BAR CA
PHONE: 909-843-6590

DAVID ALESSI*
THOMAS DAYARD*
ROBERT KOENIG**
RYAN KERLOW***
HUONG LAM***

* Admitted to the California Bar

** Admitted to the California, Nevada
and Colorado Bar

*** Admitted to the Nevada Bar

**** Admitted to the Nevada and California Bar

AUTHORIZATION TO CONCLUDE NON-JUDICIAL FORECLOSURE AND CONDUCT TRUSTEE SALE

Dear Board of Directors and Management:

Alessi & Koenig, LLC is processing the posting and publication of a Notice of Trustee Sale for the below referenced property. Prior to the sale taking place, Alessi & Koenig requests a member of the Board of Directors, or a managing agent of the Board of Directors, sign this authorization.

If there are no bidders at the trustee sale, the property will revert to the homeowners association (HOA); and the HOA will acquire ownership of the property. Alessi & Koenig will record a Trustee's Deed Upon Sale on behalf of the HOA and advance the real property transfer tax.

Should the property revert to the HOA, Alessi & Koenig will provide an invoice for foreclosure fees and reimbursement of costs; including transfer tax and title insurance. Alessi & Koenig fees approximate \$2,500 to \$2,950.

Delinquent homeowner's name(s): **Cristela Perez**

Homeowner Association name: **Wyeth Ranch**

Delinquent homeowner's property address: **7119 Wolf Rivers Ave, Las Vegas, NV 89131**

Estimated Trustee Sale Date: **May 8, 2011**

Approximate amount owed bank (1st mortgage): **\$542,000.00*** Approx Equity:

Approximate Amount owed HOA (delinquent assessment): **\$4,730.03**

Bank Foreclosing:

The undersigned has been authorized to execute this agreement on behalf of the above referenced Homeowners Association. Execution of this agreement authorizes Alessi & Koenig to conduct a public auction via trustee sale of the above referenced property.

Signed: 
AGENT for Wyeth Ranch

Dated: 6/2/11

MBT0294

EXHIBIT 5-C

When recorded mail to:
Alessi & Koenig, LLC
9500 West Flamingo Rd., Suite 205
Las Vegas, NV 89147
Phone: 702-222-4033

APN: 125-15-811-013

TSN 11632

NOTICE OF TRUSTEE'S SALE

WARNING! A SALE OF YOUR PROPERTY IS IMMINENT! UNLESS YOU PAY THE AMOUNT SPECIFIED IN THIS NOTICE BEFORE THE SALE DATE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE. YOU MUST ACT BEFORE THE SALE DATE. IF YOU HAVE ANY QUESTIONS, PLEASE CALL ALESSI & KOENIG AT 702-222-4033. IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMAN'S OFFICE, NEVADA REAL ESTATE DIVISION, AT 1-877-829-9907 IMMEDIATELY.

NOTICE IS HEREBY GIVEN THAT:

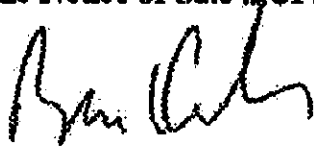
On August 28, 2013, Alessi & Koenig as duly appointed Trustee pursuant to a certain lien, recorded on December 20, 2011, as instrument number 0001246, of the official records of Clark County, Nevada, WILL SELL THE BELOW MENTIONED PROPERTY TO THE HIGHEST BIDDER FOR LAWFUL MONEY OF THE UNITED STATES, OR A CASHIERS CHECK at 2:00 p.m., at 9500 W. Flamingo Rd., Suite #205, Las Vegas, Nevada 89147 (Alessi & Koenig, LLC Office Building, 2nd Floor)

The street address and other common designation, if any, of the real property described above is purported to be: 7119 WOLF RIVERS AVE, LAS VEGAS, NV 89131-0139. The owner of the real property is purported to be: CRISTELA PEREZ

Wyeth Ranch CA

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designations, if any, shown herein. Said sale will be made, without covenant or warranty, expressed or implied, regarding title, possession or encumbrances, to pay the remaining principal sum of a note, homeowner's assessment or other obligation secured by this lien, with interest and other sum as provided therein: plus advances, if any, under the terms thereof and interest on such advances, plus fees, charges, expenses, of the Trustee and trust created by said lien. The total amount of the unpaid balance of the obligation secured by the property to be sold and reasonable estimated costs, expenses and advances at the time of the initial publication of the Notice of Sale is \$14,090.80. Payment must be in made in the form of certified funds.

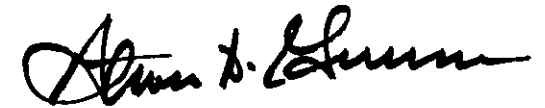
Date: July 11, 2013



By: Ryan Kerbow, Esq. of Alessi & Koenig LLC on behalf of Wyeth Ranch Community Association

MBT0291

TAB 13



CLERK OF THE COURT

1 APEN
2 DAVID J. MERRILL
3 Nevada Bar No. 6060
4 DAVID J. MERRILL, P.C.
5 10161 Park Run Drive, Suite 150
6 Las Vegas, Nevada 89145
7 Telephone: (702) 566-1935
8 Facsimile: (702) 993-8841
9 E-mail: david@djmerrillpc.com
10 Attorney for WELLS FARGO BANK, N.A.

11 DISTRICT COURT
12 CLARK COUNTY, NEVADA

13 MARCHAI, B.T., a Nevada business
14 trust,

15 Plaintiff,

16 vs.

17 CRISTELA PEREZ, an individual; *et al.*

18 Defendants.

19 AND ALL RELATED CLAIMS


Case No.: A-13-689461-C
Dept. No. XXVI

20 APPENDIX OF EXHIBITS TO MARCHAI, B.T.'S MOTION FOR
21 SUMMARY JUDGMENT

22 In accordance with EDCR 2.27, Marchai, B.T. submits the following
23 Appendix of Exhibits to Marchai, B.T.'s Motion for Summary Judgment.

24 DATED this 14th day of January 2016.

25 DAVID J. MERRILL, P.C.

26 By: 
27 DAVID J. MERRILL
28 Nevada Bar No. 6060
10161 Park Run Drive, Suite 150
Las Vegas, Nevada 89145
(702) 566-1935
Attorneys for MARCHAI, B.T.

DAVID J. MERRILL, P.C.
10161 PARK RUN DRIVE, SUITE 150
LAS VEGAS, NEVADA 89145
(702) 566-1935

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28			

DAVID J. MERRILL, P.C.
10161 PARK RUN DRIVE, SUITE 150
LAS VEGAS, NEVADA 89145
(702) 566-1935

CERTIFICATE OF SERVICE

I hereby certify that on the 14th day of January 2016, a copy of the foregoing Appendix of Exhibits to Marchai, B.T.'s Motion for Summary Judgment was served electronically to the following through the Court's electronic service system:

Howard Kim & Associates

Contact

Diana S. Cline

Sarah Felts

Tomas Valerio

Email

diana@hkimlaw.com

sarah@hkimlaw.com

tomas@hkimlaw.com

Howard Kim & Associates

Contact

E-Service for Howard Kim

Email

eservice@hkimlaw.com


An employee of David J. Merrill, P.C.

EXHIBIT 1

DECLARATION OF DAVID J. MERRILL

I, David J. Merrill, declare as follows:

1. I am shareholder of David J. Merrill, P.C., attorney of record for Marchai, B.T. in *Marchai, B.T. v. Perez*, Case No. A-13-689461-C, which is pending in the Eighth Judicial District Court, Clark County, Nevada. I have made this declaration in support of Marchai, B.T.'s Motion for Summary Judgment. I have personal knowledge of and am competent to testify to the facts set forth herein.
2. On December 2, 2015, David J. Merrill, P.C. substituted in the place of Law Offices of Les Zieve as counsel of record for Marchai.
3. On December 15, 2015, I received an electronic copy of the case file from the Law Offices of Les Zieve.
4. Included in the electronic file was an Affidavit of David Alessi, Esq. as Custodian of Records for Alessi & Koenig, LLC (the "Affidavit"), to which were attached approximately 300 pages produced by Alessi & Koenig on November 16, 2015 in response to a subpoena duces tecum issued by the Law Offices of Les Zieve.
5. The Law Offices of Les Zieve added Bates numbers to the affidavit and documents and produced them on November 24, 2015 as Plaintiff's Supplemental Disclosure.
6. Attached as Exhibit 2 to the Appendix of Exhibits in Support of Marchai, B.T.'s Motion for Summary Judgment, is a true and correct copy of the Affidavit, along with true and correct copies of some of the documents originally attached to the Affidavit and produced by Alessi & Koenig.

7. Attached to the Appendix of Exhibits as Exhibit 1-A is a true and correct copy of a Substitution of Trustee and Full Reconveyance dated November 21, 2005, which I obtained from the Clark County Recorder.

8. Attached to the Appendix of Exhibits as Exhibit 1-B is a true and correct copy of a Substitution of Trustee and Full Reconveyance dated November 21, 2005, which I obtained from the Clark County Recorder.

9. Attached to the Appendix of Exhibits as Exhibit 1-C is a true and correct copy of a Notice of Delinquent Assessment (Lien) dated October 8, 2008, which I obtained from the Clark County Recorder.

10. In addition to the Affidavit and documents from Alessi & Koenig, the electronic file received from the Law Offices of Les Zieve also contained a Certificate of Custodian of Records Pursuant to NRS 52.260 from Wyeth Ranch Community Association, to which were attached a couple hundred pages of documents that the Law Offices of Les Zieve received in response to a subpoena duces tecum.

11. The Law Offices of Les Zieve added Bates numbers to the documents and produced them on October 19, 2015, with Plaintiff's Supplemental Disclosures.

12. Attached to the Appendix of Exhibits as Exhibit 5 is a true and correct copy of the Certificate, along with true and correct copies of some of the documents originally attached to the Certificate.

13. Attached to the Appendix of Exhibits as Exhibit 1-D is a true and correct copy of a Rescission of Notice of Trustee's Sale dated March 9, 2011, which I obtained from the Clark County Recorder.

14. Attached to the Appendix of Exhibits as Exhibit 1-E is a true and correct copy of a Notice of Trustee's Sale dated March 29, 2011, which I obtained from the Clark County Recorder.

15. Attached to the Appendix of Exhibits as Exhibit 1-F is a true and correct copy of the Records Search & Order System for APN 125-15-811-013, which I printed from the Clark County Recorder's website on January 11, 2016.

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

EXECUTED on this 14th day of January 2016 in Las Vegas, Nevada.



DAVID J. MERRILL

EXHIBIT 1-A

20051121-0000823

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

11/21/2005 09:37:06
T20050210920

Requestor:
RECONTRUST COMPANY NA

Frances Deane BGN
Clark County Recorder Pgs: 2

Tax ID: 125-15-811-013

SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE

WHEREAS, CRISTELA PEREZ

was the original Trustor, under that certain Deed of Trust dated 07/15/2004 and recorded 07/21/2004, as Instrument or Document No. 20040721-0003730, in Book N/A, Page N/A, of Official Records of the County of CLARK, State of Nevada.

WHEREAS, the undersigned, Mortgage Electronic Registration Systems, Inc., as the present Beneficiary(s) under said Deed of Trust hereby substitutes a new Trustee, ReconTrust Company, N.A., under said Deed of Trust, and ReconTrust Company, N.A. as Trustee under said Deed of Trust does hereby reconvey, without warranty, to the person or persons legally entitled thereto, the estate now held by Trustee under said Deed of Trust.

Dated: 11/04/2005

New Trustee:

ReconTrust Company, N.A.

By: 

Leticia Smith-Schneider
Assistant Secretary

Current Beneficiary:

Mortgage Electronic Registration Systems, Inc.

By: 

Lee Ann Veurink
Assistant Secretary

DOCID#000555525522005N


Mail tax statements and
When recorded return to:
CRISTELA PEREZ
7119 Wolf Rivers Ave
Las Vegas, NV 89131

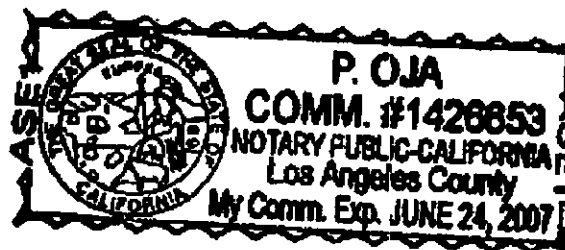
Recording Requested By:
ReconTrust Company, N.A.
176 Countrywide Way
MS: LAN-88
Lancaster, CA 93535-9944
(800) 540-2684

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On 11/04/2005, before me, P. Oja, Notary Public, personally appeared Leticia Smith-Schneider and Lee Ann Veurink, both personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entities upon behalf of which the persons acted, executed the instrument.

Witness my hand and official seal.


P. Oja
Notary Public for said State and County
Expires: 06/24/2007



DOCID#000555525522005N

Mail tax statements and
When recorded return to:
CRISTELA PEREZ
7119 Wolf Rivers Ave
Las Vegas, NV 89131

Recording Requested By:
ReconTrust Company, N.A.
176 Countrywide Way
MS: LAN-88
Lancaster, CA 93535-9944
(800) 540-2684

EXHIBIT 1-B

20051121-0002540

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

11/21/2005 13:03:43
T20050211413

Requestor:
RECONTRUST COMPANY NA

Frances Deane JYB
Clark County Recorder Pgs: 2

Tax ID: 125-15-811-013

SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE

WHEREAS, CRISTELA PEREZ


was the original Trustor, under that certain Deed of Trust dated 07/15/2004 and recorded 07/21/2004, as Instrument or Document No. 20040721-0003731, in Book N/A, Page N/A, of Official Records of the County of CLARK, State of Nevada.

WHEREAS, the undersigned, Mortgage Electronic Registration Systems, Inc. , as the present Beneficiary(s) under said Deed of Trust hereby substitutes a new Trustee, ReconTrust Company, N.A., under said Deed of Trust, and ReconTrust Company, N.A. as Trustee under said Deed of Trust does hereby reconvey, without warranty, to the person or persons legally entitled thereto, the estate now held by Trustee under said Deed of Trust.

Dated: 11/07/2005

New Trustee:

ReconTrust Company, N.A.

By: 
Leticia Smith-Schneider
Assistant Secretary

Current Beneficiary:

Mortgage Electronic Registration Systems, Inc.

By: 
~~Leo Ann Vourink~~ Rosita Pascascio
Assistant Secretary

DOCID#000555525602005N

Mail tax statements and
When recorded return to:
CRISTELA PEREZ
7119 Wolf Rivers Ave
Las Vegas, NV 89131


Recording Requested By:
ReconTrust Company, N.A.
176 Countrywide Way
MS: LAN-88
Lancaster, CA 93535-9944
(800) 540-2684

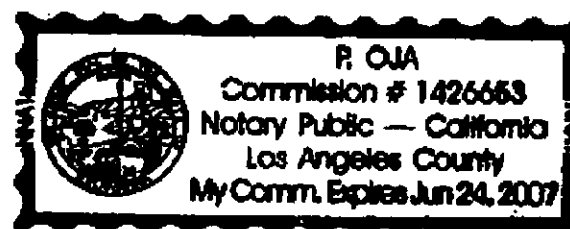
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

Rosita Pascascio

On 11/07/2005, before me, P. Oja, Notary Public, personally appeared Leticia Smith-Schneider and ~~Lee Ann~~ ~~Vearink~~, both personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entities upon behalf of which the persons acted, executed the instrument.

Witness my hand and official seal.


P. Oja
Notary Public for said State and County
Expires: 06/24/2007



DOCID#000555525602005N

Mail tax statements and
When recorded return to:
CRISTELA PEREZ
7119 Wolf Rivers Ave
Las Vegas, NV 89131

Recording Requested By:
ReconTrust Company, N.A.
176 Countrywide Way
MS: LAN-88
Lancaster, CA 93535-9944
(800) 540-2684

EXHIBIT 1-C

20081008-0003311

Fee: \$14.00
N/C Fee: \$0.00

10/08/2008 11:58:33

T20080238105

Requestor:

JUNES LEGAL SERVICES

Debbie Conway SCA

Clark County Recorder Pgs: 1

When recorded return to:

ALESSI & KOENIG, LLC
9500 W. Flamingo Rd., Suite 100
Las Vegas, Nevada 89147
Phone: (702) 222-4033

A.P.N. 125-15-811-013

Trustee Sale # WR-7119-A

NOTICE OF DELINQUENT ASSESSMENT (LIEN)

In accordance with Nevada Revised Statutes and the Association's Declaration of Covenants, Conditions and Restrictions (CC&Rs) recorded on **Pending**, as Instrument No: **pending**, of the official records of Clark County, Nevada, **Wyeth Ranch HOA** has a lien on the following legally described property.

The property against which the lien is imposed is commonly referred to as **7119 Wolf Rivers Ave , Las Vegas, NV 89131** and more particularly legally described as: **Lot 13 Block A Book 112 Page 8** in the County of Clark.

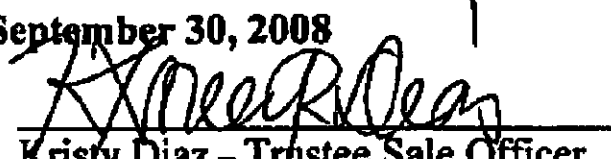
The owner(s) of record as reflected on the public record as of today's date is (are): **Cristela Perez**

The mailing address(es) is: **7119 Wolf Rivers Ave, Las Vegas, NV 89131**

The total amount due through today's date is: **\$1,425.17**. Of this total amount **\$370.00** represent Collection and/or Attorney fees and **\$50.00** represent collection costs, late fees, service charges and interest. Note: Additional monies shall accrue under this claim at the rate of the claimant's regular monthly or special assessments, plus permissible late charges, costs of collection and interest, accruing subsequent to the date of this notice.

Date: **September 30, 2008**

By:

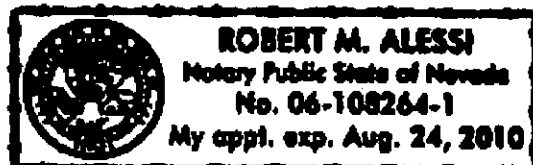

Kristy Diaz - Trustee Sale Officer
Alessi & Koenig, LLC on behalf of Wyeth Ranch

State of Nevada

County of Clark

SUBSCRIBED and SWORN before me September 30, 2008

(Seal)



(Signature)


NOTARY PUBLIC

EXHIBIT 1-D

Inst #: 201103090001741
Fees: \$14.00
N/C Fee: \$0.00
03/09/2011 09:33:20 AM
Receipt #: 700477
Requestor:
ALESSI & KOENIG LLC (JUNES
Recorded By: EAH Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

When recorded mail to and
Mail Tax Statements to:
Alessi & Koenig
9500 W Flamingo, Suite # 100
Las Vegas, NV 89147

A.P.N. 125-15-811-013

Trustee Sale No. WR-7119-A

Space above for Recorder's Use

RESCISSION OF NOTICE OF TRUSTEE'S SALE

Alessi & Koenig LLC, as the duly appointed Trustee and Grantor under that certain Notice of Delinquent Assessment Lien recorded October 10, 2008 as instrument # 3311, hereby rescinds the Notice of Trustee's Sale, recorded January 11, 2010 as instrument # 2589, and hereby advises all persons that the aforementioned Notice of Trustee's Sale shall have no further force or effect.

In witness whereof, Alessi & Koenig, LLC, has caused its corporate name and seal to be hereto affixed by its authorized signature.



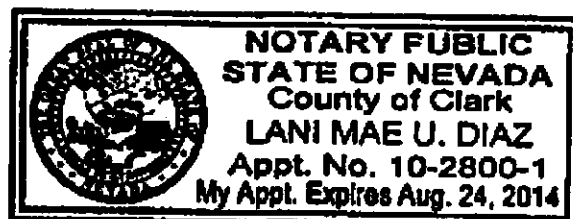
Branko Jettic, authorized Agent for Alessi & Koenig, LLC

State of Nevada)
County of Clark)

SUBSCRIBED and SWORN to before me on March 8, 2010

WITNESS my hand and official seal.

(Seal)



(Signature)

EXHIBIT 1-E

When recorded mail to:
Alessi & Koenig, LLC
9500 West Flamingo Rd., Suite 100
Las Vegas, NV 89147
Phone: 702-222-4033

Inst #: 201103290002937
Fees: \$14.00
N/C Fee: \$0.00
03/29/2011 09:54:46 AM
Receipt #: 720970
Requestor:
ALESSI & KOENIG LLC (JUNES
Recorded By: AEA Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

APN: 125-15-811-013

TSN WR-7119-A

NOTICE OF TRUSTEE'S SALE

WARNING! A SALE OF YOUR PROPERTY IS IMMINENT! UNLESS YOU PAY THE AMOUNT SPECIFIED IN THIS NOTICE BEFORE THE SALE DATE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE. YOU MUST ACT BEFORE THE SALE DATE. IF YOU HAVE ANY QUESTIONS, PLEASE CALL The Alessi & Koenig at 702-222-4033. IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMAN'S OFFICE, NEVADA REAL ESTATE DIVISION, AT 1-877-829-9907 IMMEDIATELY.

NOTICE IS HEREBY GIVEN THAT:

On May 8, 2011, Alessi & Koenig as duly appointed Trustee pursuant to a certain lien, recorded on October 8, 2008, as instrument number 03311, of the official records of Clark County, Nevada, WILL SELL THE BELOW MENTIONED PROPERTY TO THE HIGHEST BIDDER FOR LAWFUL MONEY OF THE UNITED STATES, OR A CASHIERS CHECK at: 4:00 P.M. at 930 S. 4th Street, Las Vegas Nevada 89101.

The street address and other common designation, if any, of the real property described above is purported to be: 7119 Wolf Rivers Ave, Las Vegas, NV 89131. The owner of the real property is purported to be: Cristela Perez

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designations, if any, shown herein. Said sale will be made, without covenant or warranty, expressed or implied, regarding title, possession or encumbrances, to pay the remaining principal sum of a note, homeowner's assessment or other obligation secured by this lien, with interest and other sum as provided therein: plus advances, if any, under the terms thereof and interest on such advances, plus fees, charges, expenses, of the Trustee and trust created by said lien. The total amount of the unpaid balance of the obligation secured by the property to be sold and reasonable estimated costs, expenses and advances at the time of the initial publication of the Notice of Sale is \$7,306.62. Payment must be in cash, a cashier's check drawn on a state or national bank, a check drawn by a state bank or federal credit union, or a check drawn by a state or federal savings and loan association, savings association, or savings bank specified in section 5102 of the Financial Code and authorized to do business in this state.

Date: March 8, 2011



By: Branko Jetic on behalf of Wyeth Ranch

EXHIBIT 1-F

Search Results Print

You searched under: **Parcel Number** for: **125-15-811-013** with the document types of: **ALL DOCUMENTS** between: **1/1/1900** and **1/11/2016**

Records found: 36

125-15-811-013								
First Party Name	First Cross Party Name	Instrument #	Document Type	Modifier	Record Date	Parcel #	Remarks	Total Value
<u>PEREZ, CRISTELA</u>	COUNTRYWIDE HOME LOANS INC	200407210003730	DEED OF TRUST		7/21/2004 1:47:29 PM	125-15-811-013		
<u>PEREZ, CRISTELA</u>	COUNTRYWIDE HOME LOANS INC	200407210003731	DEED OF TRUST		7/21/2004 1:47:29 PM	125-15-811-013		
<u>PN II INC</u>	PEREZ, CRISTELA	200407210003728	DEED		7/21/2004 1:47:29 PM	125-15-811-013		457545.0000
<u>ROSE, ROBERT D JR</u>	PEREZ, CRISTELA	200407210003729	DEED		7/21/2004 1:47:29 PM	125-15-811-013		
<u>PN II INC</u>		200407210003727	NOTICE	COMPLETION	7/21/2004 1:47:29 PM	125-15-811-013		
<u>PEREZ, CRISTELA</u>	CMG MORTGAGE INC	200511090001385	DEED OF TRUST		11/9/2005 9:44:04 AM	125-15-811-013		
<u>MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC</u>	PEREZ, CRISTELA	200511210000823	SUBSTITUTION/RECONVEYANCE		11/21/2005 9:37:08 AM	125-15-811-013		
<u>MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC</u>	PEREZ, CRISTELA	200511210002540	SUBSTITUTION/RECONVEYANCE		11/21/2005 1:03:43 PM	125-15-811-013		
<u>PEREZ, CRISTELA</u>	US BANK NATIONAL ASSOCIATION ND	200604060004914	DEED OF TRUST		4/6/2006 5:00:22 PM	125-15-811-013		
<u>PEREZ, CRISTELA</u>	APACHE ELECTRIC	200607260002504	LIEN		7/26/2006 1:11:22 PM	125-15-811-013		
<u>PEREZ, CRISTELA</u>	WYETH RANCH HOA	200711050000341	LIEN		11/5/2007 8:55:28 AM	125-15-811-013		
<u>PEREZ, CRISTELA</u>	WYETH RANCH HOA	200810080003311	LIEN		10/8/2008 11:58:33 AM	125-15-811-013		0.0000
<u>PEREZ, CRISTELA</u>	LAS VEGAS CITY	200810240004950	LIEN		10/24/2008 12:36:21 PM	125-15-811-013		
<u>PEREZ, CRISTELA</u>	WYETH RANCH	200901050002988	DEFAULT		1/5/2009 11:54:35 AM	125-15-811-013		
<u>PEREZ, CRISTELA</u>	LAS VEGAS CITY	200910230003579	LIEN		10/23/2009 3:31:01 PM	125-15-811-013		0.0000

1/11/2016

Records Search & Order System

<u>PEREZ, CRISTELA</u>	WYETH RANCH	201001140002589	NOTICE OF TRUSTEE SALE		1/14/2010 12:04:56 PM	125- 15- 811- 013	0.0000
<u>LAS VEGAS CITY</u>	PEREZ, CRISTELA	201009270002435	LIEN	RELEASE	9/27/2010 11:27:38 AM	125- 15- 811- 013	0.0000
<u>CRISTELA, PEREZ</u>	LAS VEGAS CITY	201010210004626	LIEN		10/21/2010 4:19:50 PM	125- 15- 811- 013	0.0000
<u>ALESSI & KOENIG LLC</u>	NONE SHOWN	201103090001741	NOTICE OF TRUSTEE SALE	RESCISSION	3/9/2011 9:33:20 AM	125- 15- 811- 013	0.0000
<u>PEREZ, CRISTELA</u>	ALESSI & KOENIG	201103290002937	NOTICE OF TRUSTEE SALE		3/29/2011 9:54:46 AM	125- 15- 811- 013	0.0000
<u>PEREZ, CRISTELA</u>	WYETH RANCH HOMEOWNERS ASSOCIATION	201104220000098	LIEN		4/22/2011 8:03:13 AM	125- 15- 811- 013	0.0000
<u>LAS VEGAS CITY</u>	CRISTELA PEREZ	201109270008336	LIEN	RELEASE	9/27/2011 5:36:50 PM	125- 15- 811- 013	0.0000
<u>CRISTELA, PEREZ</u>	LAS VEGAS CITY	201110210000628	LIEN		10/21/2011 8:42:29 AM	125- 15- 811- 013	0.0000
<u>LAS VEGAS CITY</u>	PEREZ, CRISTELA	201111180000296	LIEN	RELEASE	11/18/2011 7:46:46 AM	125- 15- 811- 013	0.0000
<u>LAS VEGAS CITY</u>	PEREZ, CRISTELA	201111180000297	LIEN	RELEASE	11/18/2011 7:46:46 AM	125- 15- 811- 013	0.0000
<u>PEREZ, CRISTELA</u>	WYETH RANCH COMMUNITY ASSOCIATION	201112200001246	LIEN		12/20/2011 9:12:32 AM	125- 15- 811- 013	0.0000
<u>PEREZ, CRISTELA</u>	WYETH RANCH COMMUNITY ASSOCIATION	201202280000836	DEFAULT		2/28/2012 9:07:00 AM	125- 15- 811- 013	0.0000
<u>CMG MORTGAGE INC</u>	CITIMORTGAGE INC	201206050003133	ASSIGNMENT		6/5/2012 3:42:06 PM	125- 15- 811- 013	0.0000
<u>CITIMORTGAGE INC</u>	US BANK NATIONAL ASSOCIATION EE	201207260002017	ASSIGNMENT		7/26/2012 10:44:40 AM	125- 15- 811- 013	0.0000
<u>PEREZ, CRISTELA</u>	WYETH RANCH COMMUNITY ASSOCIATION	201210310000686	NOTICE OF TRUSTEE SALE		10/31/2012 8:04:08 AM	125- 15- 811- 013	0.0000
<u>PEREZ, CRISTELA</u>	WYETH RANCH COMMUNITY ASSOCIATION	201307310001002	NOTICE OF TRUSTEE SALE		7/31/2013 9:01:04 AM	125- 15- 811- 013	0.0000
<u>US BANK NATIONAL ASSOCIATION EE</u>	BT, MARCHAI	201308120002562	ASSIGNMENT		8/12/2013 2:42:09 PM	125- 15- 811- 013	TEXT/NOTARY IN MARGIN 0.0000
<u>ALESSI & KOENIG LLC</u>	SFR INVESTMENTS POOL 1 LLC	201309090001816	TRUSTEE DEED		9/9/2013 10:59:56 AM	125- 15- 811-	307403.0000

1/11/2016

Records Search & Order System

<u>PEREZ,</u> <u>CRISTELA</u>	MARCHAIB T	201310230002195	LIS PENDENS		10/23/2013 1:34:48 PM	013 125- 15- 811- 013	0.0000
<u>SFR</u> <u>INVESTMENTS</u> <u>POOL I LLC</u>	TREASURER CLARK COUNTY	201412310001939	TAX CERTIFICATE		12/31/2014 12:59:28 PM	125- 15- 811- 013	0.0000
<u>TREASURER</u> <u>CLARK COUNTY</u>	SFR INVESTMENTS POOL 1 LLC	201512160001141	REDEMPTION	CERTIFICATE	12/16/2015 9:57:16 AM	125- 15- 811- 013	0.0000

EXHIBIT 2

AFFIDAVIT OF DAVID ALESSI, ESQ. AS CUSTODIAN OF RECORDS FOR
ALESSI & KOENIG, LLC

ELECTRONICALLY SERVED
11/16/2015 01:48:23 PM

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

NOW COMES, DAVID ALESSI, ESQ., who after first being duly sworn, deposes and says:

1. That Affiant is the Managing Partner of Alessi & Koenig, LLC and in his capacity as Managing Partner is a Custodian of the Records of Alessi & Koenig, LLC.

2. That Alessi & Koenig, LLC is licensed to do business as a law firm in the State of Nevada.

3. That on the 39th day October, 2015, Affiant was served with a Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in connection with the case *MARCHAI B.T. v. CRISTELA PEREZ, et al.* (case no. A-13-689461-C), calling for the production of records pertaining to:

1. Copies of any and all documents in your possession concerning or relating to the real property commonly known as 7119 Wolf Rivers Avenue, Las Vegas, NV 89131 (APN#125-15-811-013) (the "Property") from January 1, 2007 to present.

2. Copies of any and all documents in your possession concerning or relating to the foreclosure sale of the Property conducted by you on behalf Wyeth Ranch Community Association, which occurred on or about August 28, 2013.

3. Copies of any and all documents in your possession concerning or relating to any and all notices of delinquent assessment lien prepared, recorded, or mailed by you on the behalf of Wyeth Ranch Community Association concerning the Property from January 1, 2007, to the present. This includes but is not limited to books, records, and other

1 tangible things which demonstrate an accounting of the purported unpaid debt on the Property
2 from January 1, 2007 to present, including the nature of the assessments, fines, and
3 penalties which make up this amount.

4 4. Copies of any and all documents in your possession concerning or relating
5 to any and all notices of default prepared, recorded, or mailed by you on the behalf of
6 Wyeth Ranch Community Association, concerning the Property from January 1, 2007, to
7 the present. This includes but is not limited to books, records, and other tangible things which
8 demonstrate an accounting of the purported unpaid debt on the Property from January 1,
9 2007 to present, including the nature of the assessments, fines, and penalties which
10 make up the amount purportedly in default.
11

12 5. Copies of any and all documents in your possession concerning or relating
13 to any and all notices of sale prepared, recorded, or mailed by you on the behalf of Wyeth
14 Ranch Community Association concerning the Property from January 1, 2007, to the
15 present. This includes but is not limited to books, records, and other tangible things which
16 demonstrate an accounting of the purported unpaid debt on the Property from January 1,
17 2007 to present, including the nature of the assessments, fines, and penalties which make
18 up the amount purportedly in default.
19

20 6. Copies of any and all documents evidencing correspondence between you
21 and Wyeth Ranch Community Association, concerning the Property from January 1, 2007,
22 to the present. This includes but is not limited to letters, emails, and transcribed telephone
23 calls.
24

25 7. Copies of any and all documents evidencing your compliance with
26 preparing and adopting a periodic budget pursuant to NRS 116.3115 from January 1, 2007, to
27
28

1 the present.

2 8. Copies of any and all documents evidencing your compliance with
3 preparing band adopting a periodic budget pursuant to NRS 116.31151 from January 1,
4 2007, to the present.

5 9. Copies of any and all documents evidencing correspondence between you
6 and any mortgage lender or servicer concerning the Property from January 1, 2007, to the
7 present. This includes but is not limited to letters, emails, and transcribed telephone calls.
8

9 4. That Affiant has examined the original of those records and has made or caused to be
10 made a true and exact copy of them and that the reproduction of them attached hereto is true and
11 complete, except for those records which are subject to attorney-client privilege and/or other
12 valid privilege or objection.
13

14 //

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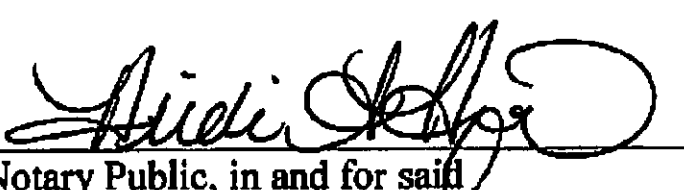
28 //

1 5. That the original of those records was made at or near the time of the act, event,
2 condition, opinion or diagnosis recited therein by or from information transmitted by a person
3 with knowledge, in the course of a regularly conducted activity of Affiant or Alessi & Koenig,
4 LLC.

5 FURTHER AFFIANT SAYETH NAUGHT.

6
7
8 
9 DAVID ALESSI, ESQ.,
Affiant

10
11 SUBSCRIBED AND SWORN before me
12 this 10th day of November, 2015.

13
14
15 
16 Notary Public, in and for said
County and State.

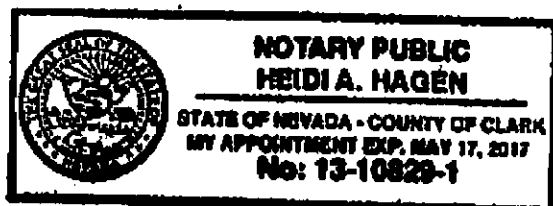


EXHIBIT 2-A



20040721-0003728

Fee: \$17.00 RPTT: \$2,535.00
07/21/2004 13:47:29 T22340034842
Rea. LAWYERS TITLE OF NEVADA
Frances Deane
Clark County Recorder Pas 4

Assessor's Parcel Number: 125-15-311-013
Escrow Number: 04011017OR

Affix R. P. T. T. \$2,315.40
Recording Requested by:
Lawyers Title of Nevada, Inc.
Please mail tax statements to:
After Recording, mail to:
Cristela Perez
7119 Wolf Rivers Avenue
Las Vegas, NV 89131

The area to the right is provided for the recorder's office

GRANT, BARGAIN, SALE DEED

For a valuable consideration, receipt of which is hereby acknowledged, PN II, Inc. a Nevada Corporation d/b/a Pulte Homes of Nevada do(es) hereby Grant, Bargain, Sell and Convey to

CRISTELA PEREZ, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY

the following described real property situate in the City of Las Vegas County of Clark State of Nevada

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR THE COMPLETE LEGAL DESCRIPTION

SUBJECT TO:

1. Taxes for the fiscal year 20 04-2005.
2. Rights of way, reservations, restrictions, easements and conditions of record.

Together with all tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, rental and remainders, rents, issues profits thereof.

Dated this 19th day of July, 2004.

PN II, Inc. a Nevada Corporation d/b/a Pulte Homes of Nevada

Roberta Leonard
Roberta Leonard, Lawful Agent

STATE OF NEVADA

COUNTY OF CLARK

On July 19, 2004 personally appeared
before me, Notary Public, Roberta Leonard, Lawful Agent
personally known (or proved) to me to be the person
whose name is subscribed to the above instrument who
acknowledged that she executed the instrument.

D. Bergman
(NOTARY PUBLIC)

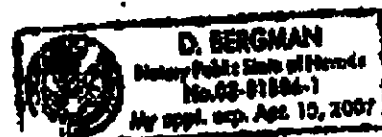


EXHIBIT "A"

PARCEL 1:

Lot Thirteen (13) in Block "A" of WYETH RANCH - UNIT 2, as E11a in Book 112 of
Plats, Page 8, in the Office of the County Recorder of Clark County, Nevada.

PARCEL 11:

A non-exclusive easement for ingress, egress, use and enjoyment of the Common
lots as shown on the above map, and as set forth in the Declaration of
Covenants, Conditions and Restrictions recorded October 4, 2002 in Book 20021004
as Document No. 01353, and as the same may be amended from time to time.

STATE OF NEVADA DECLARATION OF VALUE FORM 40

1. Assessor Parcel Number(s)

a) 125-15-811-013

b)

c)

d)

2. Type of Property:

- a) ☐ Vacant Land
 b) ☐ Condominium
 c) ☐ Apartment Building
 d) ☐ Agricultural
 e) ☐ Other

- f) ☒ Single Family Residence
 g) ☐ 2-4 Flm
 h) ☐ Commercial/Industrial
 i) ☐ Mobile Home

FOR RECORDER'S OPTIONAL USE ONLY

Book: _____ Page: _____

Date of Recording: _____

Notes:

3. Total Value/Sales Price of Property

Deed in Lieu of Foreclosure Only (value of property)

Transfer Tax Value:

Real Property Transfer Tax Due

\$457,840.00

\$0.00

\$457,840.00

\$23,540

4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090, Section _____

b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: _____ %

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

Signature: _____

Signature: _____

Capacity: Roberts Leonard, Lawful Agent for PN II, Inc.

Capacity agent

SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: PN II, Inc., a Nevada Corp

Address: 1635 Village Center Cir. #250

City: Las Vegas

State: NV

Zip: 89134

BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: Cristela Perez

Address: 7119 Wolf River

City: Las Vegas

State: NV Zip: 89131

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

Print Name: Lawyers Title of Nevada, Inc.

Address: 1645 Village Center Cir. #291

City: Las Vegas

State: NV

Zip: 89134

Escrow #: OR

Escrow #: Jane Grey/ Maria Rampa

AN ADDITIONAL RECORDING FEE OF \$100 WILL APPLY FOR EACH DECLARATION OF VALUE FORM PRESENTED TO CLARK COUNTY, EFFECTIVE JUNE 1, 2004.

3728

EXHIBIT 2-B



20040721-0003730

Fee \$40.00
07/21/2004 10 47.29 T200400364542
Req. LAWYERS TITLE OF NEVADA
Frances Deane
Clark County Recorder Pg: 27

Assessor's Parcel Number:
125-15-811-013
After Recording Return To:
COUNTRYWIDE HOME LOANS, INC.

42

MS SV-79 DOCUMENT PROCESSING
P.O.Box 10423
Van Nuys, CA 91410-0423
Prepared By:
JOHN SHOLTZ
Recording Requested By:
T. BONHAM

27

COUNTRYWIDE HOME LOANS, INC.

2275 CORPORATE CENTER #200
HENDERSON
NV 89074

[Space Above This Line For Recording Data]

04011017JG
[Escrow/Closing #]

0000000000007004
[Doc ID #]

DEED OF TRUST

MIN 862-1

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 JULY 15, 2004 together with all Riders to this document.

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

Page 1 of 16

BA(NV) (0307) CHL (07/03)(d)

VMP Mortgage Solutions - (800)521-7291

Initials: *cp*

Form 302B 1/01



23991



056552652000001008A

A&K000064

MBT0399

(B) "Borrower" is
CRISTELA PEREZ, A MARRIED WOMAN AS HER SOLE AND SEPARATE
PROPERTY

Borrower is the Trustor under this Security Instrument.
(C) "Lender" is
COUNTRYWIDE HOME LOANS, INC.

**Lender is a
CORPORATION**

organized and existing under the laws of NEW YORK
4500 Park Granada
Calabasas, CA 91302-1613
(D) "Trustee" is
CTC FORECLOSURE SERVICES CORP.

Londer's address is

400 COUNTRYWIDE WAY, MSNSV-88 SIMI VALLEY, CA 93065 ,

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

(F) "Note" means the promissory note signed by Borrower and dated JULY 15, 2004. The Note states that Borrower owes Lender THREE HUNDRED SIXTY SIX THOUSAND and 00/100.

Dollars (U.S. \$ 366,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than AUGUST 01, 2034

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

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

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

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

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

Initials:

Form 5029 1/01

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

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

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

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

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

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

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

DOC ID #: [REDACTED] 7004

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

[Type of Recording Jurisdiction]

CLARK

[Name of Recording Jurisdiction]

PARCEL I: LOT THIRTEEN (13) IN BLOCK "A" OF WYETH RANCH - UNIT 2, ON FILE IN BOOK 112 OF PLATS, PAGE 8, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA. PARCEL II: A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, USE AND ENJOYMENT OF THE COMMON LOTS AS SHOWN ON THE ABOVE MAP, AND AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED OCTOBER 4, 2002 IN BOOK 20021004 AS DOCUMENT NO. 01353, AND AS THE SAME MAY BE AMENDED FROM TIME TO TIME.

which currently has the address of

7119 WOLF RIVERS AVE, LAS VEGAS

[Street/City]

Nevada 89131-0139 ("Property Address"):

[Zip Code]

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

BORROWER COVENANTS that Borrower is lawfully 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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, restate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

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

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

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

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

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

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

Initials: GP
Form 3029 1/01

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

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

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

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

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

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

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

19. Borrower's Right to Reinstatement 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,

✓ Initials: EP
Form 3029 1/01

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

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

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

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

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

✓ Initials: *CF*
Form 3029 1/01

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

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

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

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

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

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

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

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

Initials: *SP*
Form 3029 1/01


DOC ID #: [REDACTED] 7004

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.

Witness:

N/A

L


CRISTELA PEREZ (Seal)
-Borrower

(Seal)
-Borrower

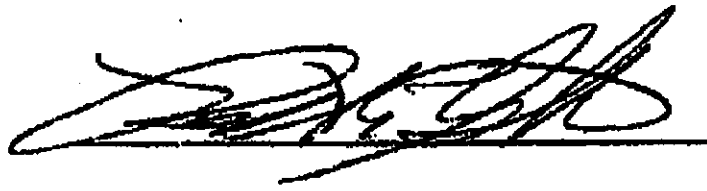
(Seal)
-Borrower

(Seal)
-Borrower

DOC ID #: [REDACTED] 7004

CALIFORNIA (R.E.G.)
STATE OF [REDACTED]
COUNTY OF LOS ANGELES

This instrument was acknowledged before me on 16, JULY, 2014 by
CRISTELA PEREZ



Mail Tax Statements To:
TAX DEPARTMENT SV3-24

450 American Street
Simi Valley CA, 93065

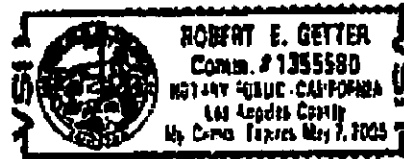


EXHIBIT "A"

PARCEL 1:

Lot Thirteen (13) in Block "A" of WYETH RANCH - UNIT 2, on file in Book 113 of
Plats, Page 11, in the Office of the County Recorder of Clark County, Nevada.

PARCEL 11:

A non-exclusive easement for ingress, egress, use and enjoyment of the Common
area as shown on the above map, and as set forth in the Declaration of
Covenants, Conditions and Restrictions recorded October 4, 2002 in Book 20021004
as Document No. 01553, and as the same may be amended from time to time

A&K000080

MBT0415

After Recording Return To:
COUNTRYWIDE HOME LOANS, INC.
MS SV-79 DOCUMENT PROCESSING
P.O.Box 10423
Van Nuys, CA 91410-0423

[Space Above This Line For Recording Data]

PLANNED UNIT DEVELOPMENT RIDER

PARCEL ID #:
125-15-811-013
Prepared By:
JOHN SHOLTZ

04011017JG

(Escrow/Closing #)

7004

(Doc ID #)

MULTISTATE PUD RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Page 1 of 4

Initials: *ep*

7R (0000)01 CHL (00/01)(d) VMP MORTGAGE FORMS - (800)521-7291
CCH/WVA

Form 9150 1/01



23991



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MBT0416

DOC ID 4: [REDACTED] 7004

THIS PLANNED UNIT DEVELOPMENT RIDER is made this FIFTEENTH day of JULY, 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 COUNTRYWIDE HOME LOANS, INC. (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 7119 WOLF RIVERS AVE, LAS VEGAS, NV 89131-0139 (Property Address)

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

(the "Declaration"). The Property is a part of a planned unit development known as WYETH RANCH - UNIT 2 (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 "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.

✓ Initials: CP

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Page 2 of 4

Form 3150 1/01

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

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

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

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

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

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.


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DOC ID #: [REDACTED] 004

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



CRISTELA PEREZ (Seal)
- Borrower

(Seal)
- Borrower

(Seal)
- Borrower

(Seal)
- Borrower

After Recording Return To:
COUNTRYWIDE HOME LOANS, INC.
MS SV-79 DOCUMENT PROCESSING
P.O. Box 10423
Van Nuys, CA 91410-0423

(Sign Above This Line For Recording Data)

SECOND HOME RIDER

PARCEL ID #:
125-15-811-C13
Prepared By:
JOHN SHOLTZ

04011017JG

(Escrow/Closing #)

004

(Doc ID #)

MULTISTATE SECOND HOME RIDER - Single Family - Freddie Mac UNIFORM INSTRUMENT

Page 1 of 2

Initials

Form 580 1/01

355R (0011) CHL (11/00)(d) VMP MORTGAGE FORMS - (800)521-7291
CON/VA



* 23091 *



* 066652552000001315R *

A&K000085

MBT0420

DOC ID #: [REDACTED] 7004

THIS SECOND HOME RIDER is made this FIFTEENTH day of JULY, 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" whether there are one or more persons undersigned) to secure Borrower's Note to COUNTRYWIDE HOME LOANS, INC. (the "Lender") of the same date and covering the Property described in the Security Instrument (the "Property"), which is located at:

7119 WOLF RIVERS AVE, LAS VEGAS, NV 89131-0139
(Property Address)

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

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

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

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


CRISTELA PEREZ (Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

A&K000086

MBT0421

Assessor's Parcel Number:
125-15-811-013
After Recording Return To:
COUNTRYWIDE HOME LOANS, INC.

MS SV-79 DOCUMENT PROCESSING
P.O.Box 10423
Van Nuys, CA 91410-0423
Prepared By:
JOHN SHOLTZ
Recording Requested By:

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FIXED/ADJUSTABLE RATE RIDER

(LIBOR One-Year Index (As Published In The Wall Street Journal) - Rate Caps)

04011017JG

7004

[Escrow/Closing #]

[Doc ID #]

CONV

• MULTISTATE FIXED/ADJUSTABLE RATE RIDER - WSJ One-Year LIBOR - Single Family

INTEREST ONLY

1U796-XX (06/03)(d)

Page 1 of 4

Initials: *CF*



• 23991 •



• 055552552000001U796 •

A&K000087

MBT0422

DOC ID #: 7004

THIS FIXED/ADJUSTABLE RATE RIDER is made this FIFTEENTH day of JULY, 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 ("Borrower") to secure Borrower's Fixed/Adjustable Rate Note (the "Note") to COUNTRYWIDE HOME LOANS, INC.

("Lender") of the same date and covering the property described in the Security Instrument and located at:
7119 WOLF RIVERS AVE
LAS VEGAS, NV 89131-0139
(Property Address)

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

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

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of 5.875 %. The Note also provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of AUGUST, 2007, and the adjustable interest rate I will pay may change on that day every 12th month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the average of interbank offered rates for one year U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index".

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO & ONE-QUARTER percentage points (2.250 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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

CONV

• MULTISTATE FIXED/ADJUSTABLE RATE RIDER - WSJ One-Year LIBOR - Single Family

INTEREST ONLY

1U796-XX (08/03)

Page 2 of 4

✓ Initials: 

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MBT0423

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 7.875 % or less than 3.875 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two percentage points from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 11.875 %.

(E) Effective Date of Changes

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

(F) Notice of Changes

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

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

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

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

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

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

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

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

CONV

• MULTISTATE FIXED/ADJUSTABLE RATE RIDER - WSJ One-Year LIBOR - Single Family

INTEREST ONLY

1U798-XX (08/03)

Page 3 of 4

✓ Initials: *CP*

A&K000089

MBT0424

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

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

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

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

CRISTELA PEREZ (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

CONV
• MULTISTATE FIXED/ADJUSTABLE RATE RIDER - WSJ One-Year LIBOR - Single Family
INTEREST ONLY
1U796-XX (06/03)

EXHIBIT 2-C

Assessor's Parcel Number:
125-15-811-013
After Recording Return To:
COUNTRYWIDE HOME LOANS, INC.

20040721-0003731
Fee: \$25.00
07/21/2004 13:47:39 T2004072103731
Req: LANDERS TITLE OF NEVADA
Frances Deane
Clark County Recorder Pgs: 13

MS SV-79 DOCUMENT PROCESSING
P.O.Box 10423
Van Nuys, CA 91410-0423
Prepared By:
JOHN SHOLTZ
Recording Requested By:
T. BONHAM

COUNTRYWIDE HOME LOANS, INC.

2275 CORPORATE CENTER #200
HENDERSON
NV 89074

(Space Above This Line For Recording Data)

04011017JG

07004

[Escrow/Closing #]

[Doc ID #]

DEED OF TRUST

(Line of Credit)

MIN 863-9

THIS DEED OF TRUST, dated JULY 15, 2004, is between
CRISTELA PEREZ, A MARRIED WOMAN AS HER SOLE AND SEPARATE
PROPERTY

residing at
7119 WOLF RIVERS AVE, LAS VEGAS, NV 89131-0139

• MERS HELOC - Deed of Trust
1E019-NV (02/14)(d)

Page 1 of 7

Initials: *cp*



23891



055552580000001E019

A&K000052

MBT0387

DOC ID #: [REDACTED] 7004

the person or persons signing as "Grantor(s)" below and hereinafter referred to as "we," "our," or "us" and
CTC FORECLOSURE SERVICES CORP.

as trustee and hereinafter referred to as the "Trustee," with an address at
400 COUNTRYWIDE WAY, MSNSV-88 SIMI VALLEY, CA 93065 ,

for the benefit of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ("MERS") a Delaware
corporation, with an address of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. MERS is the
"Beneficiary" under this Deed of Trust and is acting solely as nominee for
COUNTRYWIDE HOME LOANS, INC.

("Lender" or "you") and its successors and assigns, with an address of
4500 Park Granada, Calabasas, CA 91302-1613

PREMISES: In consideration of the loan hereinafter described, we hereby mortgage, grant and convey to
the Trustee the premises located at:

7119 WOLF RIVERS AVE, LAS VEGAS

Street, Municipality

CLARK

Nevada 89131-0139 (the "Premises").

County

ZIP

and further described as:

PARCEL 1: LOT THIRTEEN (13) IN BLOCK "A" OF WYETH RANCH -
UNIT 2, ON FILE IN BOOK 112 OF PLATS, PAGE 8, IN THE OFFICE OF
THE COUNTY RECORDER OF CLARK COUNTY, NEVADA. PARCEL 11" A
NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, USE AND ENJOYMENT
OF THE COMMON LOTS AS SHOWN ON THE ABOVE MAP, AND AS SET FORTH
IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
RECORDED OCTOBER 4, 2002 IN BOOK 20021004 AS DOCUMENT NO.
01353, AND AS THE SAME MAY BE AMENDED FROM TIME TO TIME.

The Premises includes all buildings and other improvements now or in the future on the Premises and all
rights and interests which derive from our ownership, use or possession of the Premises and all appurtenances
thereto.

* MERS HELCC - Deed of Trust
1E019-NV (02/04)

Page 2 of 7

Initials: CP

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MBT0388

DOC ID #: [REDACTED] 7004

WE UNDERSTAND and agree that MERS is a separate corporation acting solely as nominee for Lender and Lender's successors and assigns, and holds only legal title to the interests granted by us in this Deed of Trust, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property, and to take any action required of Lender including, but not limited to, releasing or canceling this Deed of Trust.

LOAN: This Deed of Trust will secure your loan to us in the principal amount of \$ 68,631.00 or so much thereof as may be advanced and readvanced from time to time to CRISTELA PEREZ

the Borrower(s) under the Home Equity Credit Line Agreement And Disclosure Statement (the "Note") dated JULY 15, 2004, plus interest and costs, late charges and all other charges related to the loan, all of which sums are repayable according to the Note. This Deed of Trust will also secure the performance of all of the promises and agreements made by us and each Borrower and Co-Signer in the Note, all of our promises and agreements in this Deed of Trust, any extensions, renewals, amendments, supplements and other modifications of the Note, and any amounts advanced by you under the terms of the section of this Deed of Trust entitled "Our Authority To You." Loans under the Note may be made, repaid and remade from time to time in accordance with the terms of the Note and subject to the Credit Limit set forth in the Note.

OWNERSHIP: We are the sole owner(s) of the Premises. We have the legal right to mortgage, grant and convey the Premises to the Trustee.

OUR IMPORTANT OBLIGATIONS:

(a) **TAXES** We will pay all real estate taxes, assessments, water charges and sewer rents relating to the Premises when they become due. We will not claim any credit on, or make deduction from, the loan under the Note because we pay these taxes and charges. We will provide you with proof of payment upon request.

(b) **MAINTENANCE:** We will maintain the building(s) on the Premises in good condition. We will not make major changes in the building(s) except for normal repairs. We will not tear down any of the building(s) on the Premises without first getting your consent. We will not use the Premises illegally.

If this Deed of Trust is on a unit in a condominium or a planned unit development, we shall perform all of our obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development and constituent documents.

(c) **INSURANCE:** We will keep the building(s) on the Premises insured at all times against loss by fire, flood and any other hazards you may specify. We may choose the insurance company, but our choice is subject to your reasonable approval. The policies must be for at least the amounts and the time periods that you specify. We will deliver to you upon your request the policies or other proof of the insurance. The policies must name you as "mortgagee" and "loss-payee" so that you will receive payment on all insurance claims, to the extent of your interest under this Deed of Trust, before we do. The insurance policies must also provide that you be given not less than 10 days prior written notice of any cancellation or reduction in coverage, for any reason. Upon request, we shall deliver the policies, certificates or other evidence of insurance to you. In the event of loss or damage to the Premises, we will immediately notify you in writing

Initials: CP

• MERS HELOC - Deed of Trust
1E019-NV (02/04)

Page 3 of 7

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DOC ID #: [REDACTED] 7004

and file a proof of loss with the insurer. You may file a proof of loss on our behalf if we fail or refuse to do so. You may also sign our name to any check, draft or other order for the payment of insurance proceeds in the event of loss or damage to the Premises. If you receive payment of a claim, you will have the right to choose to use the money either to repair the Premises or to reduce the amount owing on the Note.

(d) **CONDEMNATION:** We assign to you the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Premises, or part thereof, or for conveyance in lieu of condemnation, all of which shall be paid to you, subject to the terms of any Prior Deed of Trust.

(e) **SECURITY INTEREST:** We will join with you in signing and filing documents and, at our expense, in doing whatever you believe is necessary to perfect and continue the perfection of your lien and security interest in the Premises. It is agreed that the Lender shall be subrogated to the claims and liens of all parties whose claims or liens are discharged or paid with the proceeds of the Note secured hereby.

(f) **OUR AUTHORITY TO YOU:** If we fail to perform our obligations under this Deed of Trust, you may, if you choose, perform our obligations and pay such costs and expenses. You will add the amounts you advanced to the sums owing on the Note, on which you will charge interest at the interest rate set forth in the Note. If, for example, we fail to honor our promises to maintain insurance in effect, or to pay filing fees, taxes or the costs necessary to keep the Premises in good condition and repair or to perform any of our other agreements with you, you may, if you choose, advance any sums to satisfy any of our agreements with you and charge us interest on such advances at the interest rate set forth in the Note. This Deed of Trust secures all such advances. Your payments on our behalf will not cure our failure to perform our promises in this Deed of Trust. Any replacement insurance that you obtain to cover loss or damages to the Premises may be limited to the amount owing on the Note plus the amount of any Prior Deeds of Trust.

(g) **PRIOR DEED OF TRUST:** If the provisions of this paragraph are completed, this Deed of Trust is subject and subordinate to a prior deed of trust dated July 15, 2004 and given by us for the benefit of Countrywide Home Loans

as beneficiary, in the original amount of \$ ~~499~~ 366,000.00 (the "Prior Deed of Trust"). We shall not increase, amend or modify the Prior Deed of Trust without your prior written consent and shall upon receipt of any written notice from the holder of the Prior Deed of Trust promptly deliver a copy of such notice to you. We shall pay and perform all of our obligations under the Prior Deed of Trust as and when required under the Prior Deed of Trust.

(h) **HAZARDOUS SUBSTANCES:** We shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Premises. We shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Premises of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Premises. As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "Environmental Law" means federal laws and laws of the jurisdiction where the Premises are located that relate to health, safety or environmental

• MERS HELOC - Deed of Trust
1E019-NV (02/04)

Page 4 of 7

Initials: 

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DOC ID #: [REDACTED] 07004

(i) **SALE OF PREMISES:** We will not sell, transfer ownership of, mortgage or otherwise dispose of our interest in the Premises, in whole or in part, or permit any other lien or claim against the Premises without your prior written consent.

(k) **INSPECTION:** We will permit you to inspect the Premises at any reasonable time.

NO LOSS OF RIGHTS: The Note and this Deed of Trust may be negotiated or assigned by you without releasing us or the Premises. You may add or release any person or property obligated under the Note and this Deed of Trust without losing your rights in the Premises.

DEFAULT; ACCELERATION: Except as may be prohibited by applicable law, and subject to any advance notice and cure period if required by applicable law, if any event or condition of default as described in the Note occurs, you may declare all amounts secured by this Deed of Trust immediately due and payable and the Trustee may foreclose upon this Deed of Trust or sell the Premises at a public sale. This means that you or the Trustee may arrange for the Premises to be sold, as provided by law, in order to pay off what we owe on the Note and under this Deed of Trust. If the money you receive from the sale is not enough to pay off what we owe you, we will still owe you the difference which you may seek to collect from us in accordance with applicable law. In addition, you or the Trustee may, in accordance with applicable law, (i) enter on and take possession of the Premises; (ii) collect the rental payments, including over-due rental payments, directly from tenants; (iii) manage the Premises; and (iv) sign, cancel and change leases. We agree that the interest rate set forth in the Note will continue before and after a default, entry of a judgment and foreclosure or public sale. In addition, you shall be entitled to collect all reasonable fees and costs actually incurred by you in proceeding to foreclosure or to public sale, including, but not limited to, trustee's fees, reasonable attorneys fees and costs of documentary evidence, abstracts and title reports.

ABSOLUTE ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER: We hereby unconditionally assign to you the rents of the Premises. Nevertheless, you will allow us to use the rents, if any, until such time as any event or condition of default as described in Paragraph 12.A of the Note occurs. You or a receiver appointed by the courts shall be entitled to enter upon, take possession of and manage the Premises and collect the rents of the Premises including those past due.

WAIVERS: To the extent permitted by applicable law, we waive and release any error or defects in proceedings to enforce this Deed of Trust and hereby waive the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale and homestead exemption.

BINDING EFFECT: Each of us shall be fully responsible for all of the promises and agreements in this Deed of Trust. Until the Note has been paid in full and your obligation to make further advances under the Note has been terminated, the provisions of this Deed of Trust will be binding on us, our legal representatives, our heirs and all future owners of the Premises. This Deed of Trust is for your benefit and for the benefit of anyone to whom you may assign it. Upon payment in full of all amounts owing to you under the Note and this Deed of Trust, and provided any obligation to make further advances under the Note has terminated, this Deed of Trust and your rights in the Premises shall end.

DOC ID #: [REDACTED] 07004

NOTICE: Except for any notice required under applicable law to be given in another manner, (a) any notice to us provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by regular first class mail addressed to us at the last address appearing in your records or at such other address as we may designate by notice to you as provided herein, and (b) any notice to you shall be given by certified mail, return receipt requested, to your address at:

For MERS:

P.O. Box 2026, Flint, MI 48051-2026

For Lender:

COUNTRYWIDE HOME LOANS, INC.

4500 Park Granada, Calabasas, CA 91302-1613

or to such other address as you may designate by notice to us. Any notice provided for in this Deed of Trust shall be deemed to have been given to us or you when given in the manner designated herein.

RELEASE: Upon payment of all sums secured by this Deed of Trust and provided your obligation to make further advances under the Note has terminated, the Trustee shall discharge this Deed of Trust without charge to us, except that we shall pay any fees for recording of a satisfaction of this Deed of Trust.

GENERAL: You or the Trustee can waive or delay enforcing any of your rights under this Deed of Trust without losing them. Any waiver by you of any provisions of this Deed of Trust will not be a waiver of that or any other provision on any other occasion.

TRUSTEE: Trustee accepts the trust herein created when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee, by its acceptance hereof, agrees to perform and fulfill the trust herein created, and shall be liable only for its negligence or misconduct. The Trustee waives any statutory fee and agrees to accept reasonable compensation from Grantor for any services rendered by it in accordance with the terms of this Deed of Trust. Upon receipt by Trustee of instructions from Beneficiary at any time or from time to time, Trustee shall (a) give any notice or direction or exercise any right, remedy or power hereunder or in respect of the Premises as shall be specified in such instructions, and (b) approve as satisfactory all matters required by the terms hereof to be satisfactory to Trustee or Beneficiary. Trustee may, but need not, take any of such actions in the absence of such instructions. Trustee may resign at any time upon giving of not less than 30 days' prior notice to Beneficiary, but will continue to act as trustee until its successor shall have been chosen and qualified. In the event of the death, removal, resignation, or refusal or inability to act of Trustee, Beneficiary shall have the irrevocable power, with or without cause, without notice of any kind, without specifying any reason therefor, and without applying to any court, to select and appoint a successor trustee by filing a deed or other instrument of appointment for record in each office in which this Deed of Trust is recorded, and upon such recordation the successor trustee shall become vested with the same powers, rights, duties and authority of the Trustee with the same effect as if originally made Trustee hereunder. Such successor shall not be required to give bond for the faithful performance of its duties unless required by Beneficiary.

Initials: 

• MERS HELOC - Deed of Trust
1E019-NV (02/04)

Page 6 of 7

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MBT0392

DOC ID #: 0000000000007004

THIS DEED OF TRUST has been signed by each of us under seal on the date first above written.

WITNESS:

N/A
I

Cristela Perez (SEAL)
Grantor CRISTELA PEREZ

____ (SEAL)
Grantor:

____ (SEAL)
Grantor:

____ (SEAL)
Grantor:

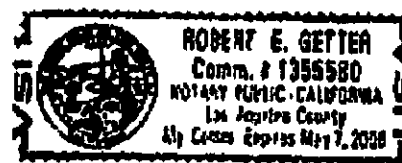
CALIFORNIA (E.G.)
STATE OF ~~NEVADA~~
COUNTY OF *LOS ANGELES*

This instrument was acknowledged before me on 16, JULY, 2004 by
CRISTELA PEREZ

Robert E. Getter
ROBERT E. GETTER, NOTARY PUBLIC

Mail Tax Statement To:
CRISTELA PEREZ

17450 BUREANK BLVD #104
ENCINO, CA 91316



• MERS HELOC - Deed of Trust
1E018-NV (02/04)

Page 7 of 7

A&K000058

MBT0393

After Recording Return To:
COUNTRYWIDE HOME LOANS, INC.
MS SV-79 DOCUMENT PROCESSING
P.O.Box 10423
Van Nuys, CA 91410-0423

(Space Above This Line For Recording Data)

PLANNED UNIT DEVELOPMENT RIDER

PARCEL ID #1
125-15-811-013
Prepared By:
JOHN SHOLTZ

94011017JG

(Escrow/Closing ID)

1004

Doc ID #1

MULTISTATE PUD RIDER - Single Family - Fannie Mae Freddie Mac UNIFORM INSTRUMENT
Page 1 of 4

Initials *cp*

79 (0008)01 CHL (08/11)(d) VMP MORTGAGE FORMS - (800)521-7201
CONV/VA

Form 3150 1/01



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MBT0394

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

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

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

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

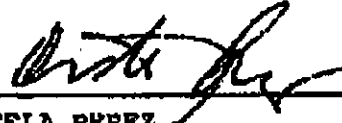
D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby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

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.

DOC ID #: [REDACTED] 7004

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



CRISTELA PEREZ (Seal)
- Borrower

(Seal)
- Borrower

(Seal)
- Borrower

(Seal)
- Borrower

After Recording Return To:
COUNTRYWIDE HOME LOANS, INC.
MS SV-79 DOCUMENT PROCESSING
P.O. Box 10423
Van Nuys, CA 91410-0423

[Space Above This Line For Recording Data]

SECOND HOME RIDER

PARCEL ID #:
125-15-811-013
Prepared By:
JOHN SHOLTZ

0401101736

(Lacrow/Closing #)

07004

(Doc ID #)

MULTISTATE SECOND HOME RIDER - Single Family - Freddie Mac INSTRUMENT
Page 1 of 2

Initials: *cf*

Form 300 1/01

385R (0011) CHL (11/03)(d) VMP MORTGAGE FORMS - (800)521-7291
CONVIVA



* 2 3 8 9 1 *



* 0 5 5 5 5 2 5 8 0 0 0 0 0 1 3 8 6 R *

A&K000062

MBT0397

DOC ID #: [REDACTED] 7004

THIS SECOND HOME RIDER is made this FIFTEENTH day of JULY, 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" whether there are one or more persons undersigned) to secure Borrower's Note to COUNTRYWIDE HOME LOANS, INC. (the "Lender") of the same date and covering the Property described in the Security Instrument (the "Property"), which is located at:

7119 WOLF RIVER3 AVE, LAS VEGAS, NV 89131-0139

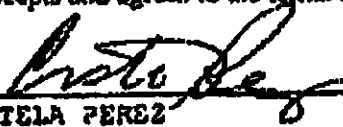
(Property Address)

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

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

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

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

 (Seal)
CRISTELA PEREZ -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

A&K000063

MBT0398

EXHIBIT 2-D

20051109-0001385

Assessor's Parcel Number: 125-15-811-013
When recorded mail to:
CMG MORTGAGE, INC.
3160 CROW CANYON ROAD, SUITE 240
SAN RAMON, CALIFORNIA 94583
Loan No.: 493

Fee: \$38.00
N/C Fee: \$0.00
11/09/2005 09:44:04
T20050204478
Requestor:
FIDELITY NATIONAL TITLE

Mail Tax Statements to:
CRISTELA PEREZ +MO
7119 WOLF RIVERS AVENUE
LAS VEGAS, NEVADA 89131
Prepared By:

Frances Deane KGP
Clark County Recorder Pgs: 22

Recording Requested By:

31

629028-6H (Space Above This Line For Recording Data)

DEED OF TRUST

MIN 1493-7
MERS TELEPHONE: (888) 679-6377

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 October 19, 2005, together with all Riders to this document.

(B) "Borrower" is CRISTELA PEREZ, A MARRIED WOMAN, AS HER SOLE AND SEPARATE PROPERTY. Borrower is the trustor under this Security Instrument.

(C) "Lender" is CMG MORTGAGE, INC.. Lender is a corporation organized and existing under the laws of the State of CALIFORNIA. Lender's address is 3160 CROW CANYON ROAD, SUITE 240, SAN RAMON, CALIFORNIA 94583.

(D) "Trustee" is FIDELITY NATIONAL TITLE AGENCY OF NEVADA.

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of

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Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated October 19, 2005. The Note states that Borrower owes Lender Four Hundred Forty Two Thousand And 00/100 Dollars (U.S. \$ 442,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than November 1, 2035.

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

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

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

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

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

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

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

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

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

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

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

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

LOT 13 IN BLOCK A OF WYETH RANCH- UNIT 2, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 112 OF PLATS, PAGE 8 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA. A NON- EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, USE AND ENJOYMENT OF THE COMMON LOTS AS SHOWN ON THE ABOVE MAP AND AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED OCTOBER 4, 2002 IN BOOK 20021004 AS THE SAME MAY BE AMENDED FROM TIME TO TIME.

Parcel ID Number: 125-15-811-013

LF MO CO
7119 WOLF RIVERS AVENUE
LAS VEGAS [City], Nevada 89131 [Zip Code] ("Property Address"):

which currently has the address of
[Street]

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

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

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encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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

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

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

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

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

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due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

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

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

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

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can

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agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

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

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

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

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

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

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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

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either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

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

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

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

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

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may

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take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

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

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

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

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

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

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

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

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

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

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

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

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

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less

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

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

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

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

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

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

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees

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to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

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

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

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

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

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall

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mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

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

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

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

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

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law.

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There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

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

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

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

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party,

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that any removal or other remediation of any Hazardous Substance affecting the Property is necessary. Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

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

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

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

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the

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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. \$ 4,420.00.

NEVADA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS
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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

_____	 CRISTELA PEREZ	(Seal) -Borrower
_____	_____	(Seal) -Borrower
_____	_____	(Seal) -Borrower
_____	_____	(Seal) -Borrower

STATE OF NEVADA
COUNTY OF Clark

This instrument was acknowledged before me on 10.20.05 by
CRISTELA PEREZ

Mary Quackenbush
My Commission Expires: 05.31.09



NEVADA-Single Family-Fannie Mac/Freddie Mac UNIFORM INSTRUMENT WITH MERIS
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MBT0382

FIXED/ADJUSTABLE RATE RIDER

(LIBOR One-Year Index (As Published In *The Wall Street Journal*)- Rate Caps)

THIS FIXED/ADJUSTABLE RATE RIDER is made this 19th day of October, 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 given by the undersigned ("Borrower") to secure Borrower's Fixed/Adjustable Rate Note (the "Note") to CMG MORTGAGE, INC. ("Lender") of the same date and covering the property described in the Security Instrument and located at:

LF 400 40
7119 WOHL RIVERS AVENUE, LAS VEGAS, NEVADA 89131
(Property Address)

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

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

A. **ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES**

The Note provides for an initial fixed interest rate of 5.000%. The Note also provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

4. **ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES**

(A) **Change Dates**

The initial fixed interest rate I will pay will change to an adjustable interest rate on the FIRST day of November, 2010, and the adjustable interest rate I will pay may change on that day every 12th month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

(B) **The Index**

MULTISTATE FIXED/ADJUSTABLE RATE RIDER - WSJ One-Year LIBOR - Single Family - Fannie Mae Uniform Instrument Form 3187 WD1

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Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the average of interbank offered rates for one-year U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index." If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) **Calculation of Changes** Before each Change Date, the Note Holder will calculate my new interest rate by adding Two and One-Fourth percentage points (2.250%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date. The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 10.000% or less than 2.250%. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two percentage points from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 10.000%.

(E) Effective Date of Changes

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

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


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

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

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a

MULTISTATE FIXED/ADJUSTABLE RATE RIDER - WSJ One-Year LIBOR - Single Family - Fannie Mae Uniform
Instrument Form 3187 6/01

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bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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

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

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

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

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

MULTISTATE FIXED/ADJUSTABLE RATE RIDER - WRJ One-Year LIBOR - Single Family - Fannie Mae Uniform Instrument
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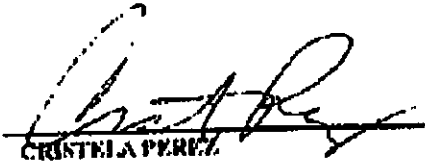
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To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates 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 given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

 (Seal)
CRISTINA PEREZ - Borrower

____ (Seal)
- Borrower

____ (Seal)
- Borrower

____ (Seal)
- Borrower

A&K000051

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EXHIBIT 2-E

WYETH RANCH CA
P. O. BOX 12117
LAS VEGAS, NV 89112

CRISTELA PEREZ
7119 WOLF RIVERS AVE
LAS VEGAS, NV 89131

Property Address: 7119 WOLF RIVERS AVE
 Account #: 84081

11632

Code	Date	Amount	Applied	Remaining	Balance	Check#	Memo
LF	1/30/2008	8.30	0.00	6.30	8.30		Late Fee Processed
LF	1/30/2008	75.00	0.00	75.00	81.30		Late Fee Processed
LF	2/28/2008	8.30	0.00	6.30	87.60		Late Fee Processed
LF	3/30/2008	8.30	0.00	6.30	93.90		Late Fee Processed
MA	4/1/2008	420.00	87.60	332.40	420.30		MA
MA	7/1/2008	420.00	0.00	420.00	840.30		MA
LF	7/30/2008	11.29	0.00	11.29	857.69		Late Fee Processed
LF	7/30/2008	75.00	0.00	75.00	932.69		Late Fee Processed
Intent	8/12/2008	50.00	0.00	50.00	982.69		INTENT TO LIEN
LF	8/30/2008	11.29	0.00	11.29	993.88		Late Fee Processed
MA	10/1/2008	420.00	0.00	420.00	1,413.88		MA

Current	30 - 60 Days	60 - 90 Days	> 90 Days	Balance:	1,413.88
481.28	138.29	420.00	428.30		

9/08 11.29 LF
 10/08 11.29 LF
 10/08 75.00 LF

Complete Association Management Co., LLC | P. O. BOX 12117 | LAS VEGAS, NV 89112 | 702-591-3382
 Make check payable to: WYETH RANCH COMMUNITY ASSOCIATION

9/17/2008

RECEIVED
SEP 17 2008

BY: _____

A&K000011

MBT0346

EXHIBIT 2-F

Resident Transaction Detail

Active Flag Yes

Void Flag No

WYETH RANCH CA

Account #: 84081

Property Address: 7119 WOLF RIVERS AVE

Code	Date	Amount	Balance	Check#	Memo
MA	7/1/2006	420.00	420.00		
PMT	7/5/2006	-420.00	0.00	1854	070503.usb
MA	10/1/2006	420.00	420.00		
PMT	10/4/2006	-420.00	0.00	1832	100406.USB
MA	1/1/2007	420.00	420.00		
PMT	1/4/2007	-420.00	0.00	1853	010407.usb
MA	4/1/2007	420.00	420.00		
PMT	5/4/2007	-420.00	0.00	2003	
MA	7/1/2007	420.00	420.00		
PMT	7/16/2007	-420.00	0.00	2000	071607.usb
MA	10/1/2007	420.00	420.00		
PMT	10/11/2007	-420.00	0.00	2022	101107.usb
MA	1/1/2008	420.00	420.00		MA
LF	1/30/2008	6.30	426.30		Late Fee Processed
LF	1/30/2008	75.00	501.30		Late Fee Processed
LF	2/29/2008	6.30	507.60		Late Fee Processed
LF	3/30/2008	6.30	513.90		Late Fee Processed
MA	4/1/2008	420.00	933.90		MA
PMT	4/16/2008	-507.60	426.30	0000000	041608cc.usb
MA	7/1/2008	420.00	846.30		MA
LF	7/30/2008	11.29	857.59		Late Fee Processed
LF	7/30/2008	75.00	932.59		Late Fee Processed
Intent	8/13/2008	50.00	982.59		INTENT TO LIEN
LF	8/30/2008	11.29	993.88		Late Fee Processed
LF	9/30/2008	11.29	1,005.17		Late Fee Processed
MA	10/1/2008	420.00	1,425.17		MA
LF	10/30/2008	17.69	1,442.76		Late Fee Processed
LF	10/30/2008	75.00	1,517.76		Late Fee Processed
LF	11/30/2008	17.59	1,535.35		Late Fee Processed
LF	12/30/2008	17.69	1,552.94		Late Fee Processed
MA	1/1/2009	420.00	1,972.94		MA
LF	1/30/2009	23.89	1,996.83		Late Fee Processed
LF	1/30/2009	75.00	2,071.83		Late Fee Processed
LF	3/30/2009	23.89	2,095.72		Late Fee Processed
MA	4/1/2009	37.60	2,133.22		MA
MA	4/1/2009	457.50	2,590.72		MA
LF	4/30/2009	31.31	2,622.03		Late Fee Processed
LF	4/30/2009	75.00	2,697.03		Late Fee Processed
LF	6/30/2009	31.31	2,728.34		Late Fee Processed
LF	6/30/2009	31.31	2,759.65		Late Fee Processed

4/9/2013 8:24:53 AM

Page 1 of 3

A&K000268

MBT0603

Resident Transaction Detail

Active Flag Yes

Void Flag No

WYETH RANCH CA

MA	7/1/2009	487.50	3,217.15	MA
LF	7/30/2009	38.17	3,255.32	Late Fee Processed
LF	7/30/2009	75.00	3,330.32	Late Fee Processed
LF	8/30/2009	38.17	3,368.49	Late Fee Processed
LF	9/30/2009	38.17	3,406.66	Late Fee Processed
MA	10/1/2009	487.50	3,884.16	MA
LF	10/30/2009	13.21	3,877.37	Late Fee Processed
LF	10/30/2009	75.00	3,952.37	Late Fee Processed
LF	11/30/2009	13.21	3,965.58	Late Fee Processed
LF	12/30/2009	13.21	3,978.79	Late Fee Processed
MA	1/1/2010	478.50	4,457.29	MA
Late Fee	1/30/2010	15.32	4,472.61	Late Fee Processed
Late Fee	1/30/2010	75.00	4,547.61	Late Fee Processed
Late Fee	2/28/2010	15.32	4,562.93	Late Fee Processed
Payment	3/2/2010	-580.40	3,972.53 29219	ALESSI PARTIAL
Late Fee	3/30/2010	12.72	3,985.25	Late Fee Processed
Assessment	4/1/2010	478.50	4,463.75	Assessment
Late Fee	4/30/2010	14.82	4,478.57	Late Fee Processed
Late Fee	4/30/2010	75.00	4,553.57	Late Fee Processed
Late Fee	6/30/2010	14.02	4,568.30	Late Fee Processed
Payment	6/8/2010	-204.60	4,363.70 34384	ALESSI PARTIAL
Late Fee	6/30/2010	13.92	4,377.71	Late Fee Processed
Assessment	7/1/2010	478.50	4,856.21	Assessment
Late Fee	7/30/2010	75.00	4,931.21	Late Fee Processed
Late Fee	7/31/2010	16.03	4,947.24	Late Fee Processed
Payment	8/20/2010	-172.75	4,774.49 30462	ALESSI PARTIAL
Late Fee	8/31/2010	15.27	4,789.76	Late Fee Processed
Assessment	10/1/2010	478.50	5,268.26	Assessment
Payment	10/15/2010	-152.02	5,116.24 42378	ALESSI PARTIAL
Late Fee	11/30/2010	22.51	5,138.75	
Payment	12/16/2010	-126.18	5,012.67 48555	ALESSI PARTIAL
Late Fee	12/31/2010	22.06	5,034.63	
Assessment	1/1/2011	448.50	5,483.13	Assessment
Late Fee	1/30/2011	75.00	5,558.13	
Late Fee	1/31/2011	24.48	5,582.59	
Payment	3/22/2011	-119.62	5,463.07 49868	ALESSI PARTIAL
Late Fee	3/31/2011	24.04	5,487.11	
Assessment	4/1/2011	448.50	5,935.61	Assessment
Late Fee	4/30/2011	28.12	5,963.73	
Late Fee	4/30/2011	75.00	6,038.73	
Late Fee	5/31/2011	28.01	6,066.74	
Payment	6/16/2011	-124.32	5,942.42 54338	ALESSI PARTIAL
Late Fee	6/30/2011	28.13	5,964.55	

4/8/2013 8:24:53 AM

Page 2 of 3

A&K000269

MBT0604

Resident Transaction Detail

Active Flag Yes

Void Flag No

WYETH RANCH CA

Assessment	7/1/2011	448.50	8,413.05	Assessment
Late Fee	7/30/2011	75.00	8,488.05	
Late Fee	7/31/2011	28.55	8,516.60	
Payment	8/18/2011	-127.71	8,388.89	56125 ALESSI-PARTIAL
Late Fee	8/31/2011	28.11	8,417.00	
Late Fee	9/30/2011	28.23	8,445.23	
Assessment	10/1/2011	448.50	8,893.73	Assessment
Late Fee	10/30/2011	75.00	8,968.73	
Late Fee	10/31/2011	30.33	8,999.06	
Late Fee	12/31/2011	30.80	7,029.86	
Assessment	1/1/2012	448.50	7,478.36	Assessment
Late Fee	1/30/2012	75.00	7,553.36	
Late Fee	1/31/2012	32.90	7,586.26	
Late Fee	2/29/2012	33.38	7,619.64	
Late Fee	3/31/2012	33.53	7,653.17	
Assessment	4/1/2012	448.50	8,101.67	Assessment
Payment	4/3/2012	-212.70	7,888.97	88594 Alessi - partial
Late Fee	4/30/2012	34.71	7,923.68	
Late Fee	4/30/2012	75.00	7,998.68	
Payment	5/23/2012	-209.16	7,789.52	71472 Alessi - Partial
Late Fee	5/31/2012	34.27	7,823.79	
Late Fee	6/30/2012	34.42	7,858.21	
Assessment	7/1/2012	448.50	8,306.71	Assessment
Late Fee	7/30/2012	75.00	8,381.71	
Late Fee	7/31/2012	38.55	8,418.26	
Payment	8/27/2012	-121.28	8,296.98	74283 Alessi - Partial
Late Fee	8/31/2012	38.51	8,333.49	
Late Fee	9/30/2012	38.67	8,370.16	
Assessment	10/1/2012	448.50	8,818.66	Assessment
Late Fee	10/30/2012	75.00	8,893.66	
Late Fee	10/31/2012	38.80	8,932.46	
Late Fee	11/30/2012	39.30	8,971.76	
Payment	12/14/2012	-221.10	8,750.66	77980 Alessi - Partial
Late Fee	12/31/2012	38.60	8,789.16	
Assessment	1/1/2013	510.00	9,299.16	Assessment
Late Fee	1/30/2013	75.00	9,374.16	
Late Fee	1/31/2013	40.82	9,415.08	
Late Fee	2/28/2013	41.43	9,456.51	
Late Fee	3/31/2013	41.81	9,498.12	
Assessment	4/1/2013	610.00	10,008.12	Assessment

Count: 1

Total Units: 161

4/9/2013 8:24:53 AM

Page 3 of 3

A&K000270

MBT0605

EXHIBIT 2-G

David Anthony Alessi, Esq.
(President)
Licensed in California

Thomas James Bayard, Esq.
(General Counsel)
Licensed in California



Robert A. Koenig, Esq.
Licensed in Nevada, California and Colorado

Charles Gelsendorf, Esq.
Licensed in Nevada

Amanda Lower, Qualified Manager
Licensed Nevada Collection Manager

September 30, 2008

LIEN LETTER

VIA REGULAR AND CERTIFIED MAIL

Cristela Perez
7119 Wolf Rivers Ave
Las Vegas, NV 89131

Re: Wyeth Ranch

Dear Cristela Perez:

Please find the enclosed Notice of Delinquent Assessment (Lien), signed and dated on behalf of Wyeth Ranch on September 30, 2008. The total amount due by October 30, 2008 is \$1,931.46. Please note that the total amount due may differ from the amount shown on the enclosed lien. Please submit payment to our Nevada mailing address listed below by October 30, 2008. Payment must be in the form of a cashier's check or money order and made payable to the Alessi & Koenig.

Please be advised that Alessi & Koenig, LLC is a debt collector that is attempting to collect a debt and any information obtained will be used for that purpose. We will assume that the debt referenced herein is valid unless you notice us that you are disputing the validity of the debt, or any portion thereof, within thirty (30) days of receipt of this notice. If you notify Alessi & Koenig within the thirty-day period that the debt, or any portion thereof, is disputed, we will cease collection of the debt until verification of the debt or a copy of a judgment against you is obtained and mailed to you by us. Upon your request within the thirty-day period we will provide you with the name and address of the original creditor, if different from the current creditor.

In the event Alessi & Koenig, LLC does not receive payment by the date indicated above, a pre-notice of default and election to sell will be recorded in the office of the County Clerk. This action will involve additional fees and costs. Should you continue to own or have ownership of your property.

Very truly,
ALESSI & KOENIG
Kristy Diaz, Trustee

9500 W. Flamingo Rd., Suite 100
Las Vegas, NV 89147
Phone (702) 222-4033 Fax (702) 222-4043

WITH ADDITIONAL OFFICES IN REAR
(775) 626-2323

www.alessikoerig.com

U.S. Postal Service	
CERTIFIED MAIL - RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Registered Delivery Fee (Endorsement Required)	
Total Post	
Sent To	CRISTELA PEREZ
Address	7119 WOLF RIVERS AVE
City/State/Zip	LAS VEGAS, NV 89131
Subject	RE: WYETH RANCH

FLAMINGO ROAD 89147
OCT - 2008
POE

A&K000007

MBT0342

When recorded return to:

ALESSI & KOENIG, LLC
9500 W. Flamingo Rd., Suite 100
Las Vegas, Nevada 89147
Phone: (702) 222-4033

A.P.N. 125-15-811-013

Trustee Sale # WR-7119-A

NOTICE OF DELINQUENT ASSESSMENT (LIEN)

In accordance with Nevada Revised Statutes and the Association's Declaration of Covenants, Conditions and Restrictions (CC&Rs) recorded on Pending, as Instrument No: pending, of the official records of Clark County, Nevada, Wyeth Ranch HOA has a lien on the following legally described property.

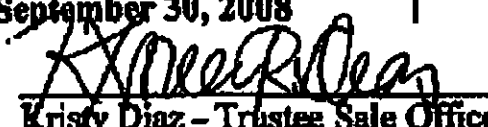
The property against which the lien is imposed is commonly referred to as **7119 Wolf Rivers Ave , Las Vegas, NV 89131** and more particularly legally described as: **Lot 13 Block A Book 112 Page 8** in the County of Clark.

The owner(s) of record as reflected on the public record as of today's date is (are): **Cristela Perez**

The mailing address(es) is: **7119 Wolf Rivers Ave, Las Vegas, NV 89131**

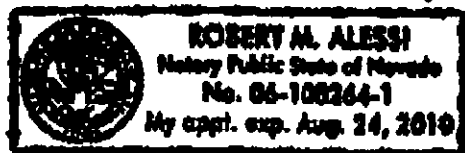
The total amount due through today's date is: **\$1,425.17**. Of this total amount **\$370.00** represent Collection and/or Attorney fees and **\$50.00** represent collection costs, late fees, service charges and interest. Note: Additional monies shall accrue under this claim at the rate of the claimant's regular monthly or special assessments, plus permissible late charges, costs of collection and interest, accruing subsequent to the date of this notice.

Date: **September 30, 2008**

By: 
Kristy Diaz - Trustee Sale Officer
Alessi & Koenig, LLC on behalf of Wyeth Ranch

State of Nevada
County of Clark
SUBSCRIBED and SWORN before me September 30, 2008

(Seal)



(Signature)


NOTARY PUBLIC

A&K000008

MBT0343

EXHIBIT 2-H

Receipt/Conformed Copy

When recorded mail to:

THE ALESSI & KOENIG, LLC
9500 West Flamingo Rd., Ste 100
Las Vegas, Nevada 89147
Phone: 702-222-4033

WWW.ALESSIKOENIG.COM

Requestor:

JAMES LEGAL SERVICES

01/05/2009 11:54:35 T20090001999

Book/Instr: 20090105-0002988

Default Page Count: 1

Fees: \$14.00 N/C Fee: \$0.00

Debbie Conway

Clark County Recorder

A.P.N. 125-15-811-013

Trustee Sale No. WR-7119-A

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER HOMEOWNERS ASSOCIATION LIEN

WARNING! IF YOU FAIL TO PAY THE AMOUNT SPECIFIED IN THIS NOTICE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE! You may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account. The sale may not be set until ninety days from the date this notice of default is recorded. The date of recordation appears on this notice. The amount due is \$3,096.46 as of 12/17/2008 and will increase until your account becomes current. To arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact: Wyeth Ranch, c/o Alessi & Koenig, LLC, 9500 West Flamingo Road, Suite 100, Las Vegas, NV 89147.

THIS NOTICE pursuant to that certain Assessment Lien, recorded on October 8, 2008 as document number 20081008-03311, of Official Records in the County of Clark, State of Nevada.

Owner(s): Cristala Perez

Of Lot 13 Block A, as per map recorded in Book 112, Pages 8, as shown on the Condominium Plan, Recorded on as document number pending as shown on the Subdivision map recorded in Maps of the County of Clark, State of Nevada.

PROPERTY ADDRESS: 7119 Wolf Rivers Ave, Las Vegas, NV 89131

If you have any questions, you should contact an attorney or the Association that maintains the right of assessment upon your property. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure. REMEMBER YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.

NOTICE IS HEREBY GIVEN THAT The Alessi & Koenig is appointed trustee agent under the above referenced lien, dated October 8, 2008, executed by Wyeth Ranch to secure assessment obligations in favor of said Association, pursuant to the terms contained in the Declaration of Covenants, Conditions, and Restrictions. A breach of, and default in, the obligation for which said Covenants, Conditions, and Restrictions as security has occurred in that the payment(s) have not been made of homeowners assessments due from and all subsequent homeowner's assessments, monthly or otherwise, less credits and offsets, plus late charges, interest, Association's fees and costs, trustee's fees and costs, and attorney's fees and costs.

Dated: December 17, 2008

Thessa Elpidio, Alessi & Koenig, LLC on behalf of Wyeth Ranch.

A&K000112

MBT0447

EXHIBIT 2-I

11032

PEREZ CRISTELA

7119 WOLF RIVERS AVE
LAS VEGAS NV 89131-0139

CITY OF LAS VEGAS SEWER
400 E. STEWART AVE.
LAS VEGAS, NV 89101
PARCEL #12515-811-013

Attn: Kelly Mitchell
WYETH RANCH HOA
P.O. BOX 12117
Las Vegas, NV 89112

COMPLETE ASSOCIATION
MANAGEMENT COMPANY (CAMCO)
PO BOX 12117
LAS VEGAS, NV 89112

Apache Electric
4300 N. Pecos # 25
Las Vegas, Nevada 89115

First American
1228 Euclid Avenue, 4th Floor
Cleveland, OH 44115

U.S. Bank Trust Company, National
Association
111 S.W. Fifth Avenue, Suite 3500
Portland, OR 97204

U.S. Bank National Association N.D.
4325 17th Avenue S.W.
Fargo, ND 58103

CMG MORTGAGE, INC.
3180 CROW CANYON ROAD, SUITE
240
SAN RAMON, CALIFORNIA 94583
Loan No: 88884493
MIN 888-483-7

MERS
P.O. BOX 2028
FLINT, MI 48601-2028

COUNTRYWIDE HOME LOANS, INC.
MS SV-79 DOCUMENT PROCESSING
P.O. BOX 10423
VAN NUYS, CA 91410-0423

JOHN SHOLTZ / T. BONHAM
COUNTRYWIDE HOME LOANS, INC.
2275 CORPORATE CENTER #200
HENDERSON, NV 89074
MIN 1000167-0003937863-9

CTC FORECLOSURE SERVICES
CORP.
400 COUNTRYWIDE WAY, MSN SV-
88
SIMI VALLEY, CA 93085
MIN 883-9

MORTGAGE ELECTRONIC
REGISTRATION SERVICES
P.O. BOX 2028
FLINT, MI 48601-2028
MIN 1888483-883-9

COUNTRYWIDE HOME LOANS, INC.
4600 Park Granada
Calabasas, CA 91302-1813
MIN 883-9

CRISTELA PEREZ
17460 BURBANK BLVD #104
ENCINO, CA 91318

COUNTRYWIDE HOME LOANS, INC.
MS SV-79 DOCUMENT PROCESSING
P.O. BOX 10423
VAN NUYS, CA 91410-0423
MIN 1888483-883-9

COUNTRYWIDE HOME LOANS, INC.
2275 CORPORATE CENTER # 200
HENDERSON, NV 89074
MIN 882-1

COUNTRYWIDE HOME LOANS, INC.
4600 Park Granada
Calabasas, Ca 91302-1813
MIN 882-1

CTC FORECLOSURE SERVICES
CORP.
400 COUNTRYWIDE WAY, MSNSV-
88
SIMI VALLEY, CA 93085
MIN 882-1

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(Domestic Mail Only. No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage \$	
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	

City of Las Vegas Sewer
400 E. STEWART AVE.
LAS VEGAS, NV 89101
PARCEL #12515-811-013

FLAMINGO ROAD 89112
JAN 7 2009
POE

7004 1630 0000 4631 3338
7004 1630 0000 4631 3338

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Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	

Perez Cristela
7119 WOLF RIVERS AVE
LAS VEGAS NV 89131-0139

FLAMINGO ROAD 89112
JAN 7 2009
POE

7004 1630 0000 4631 3338
7004 1630 0000 4631 3338

A&K000108

MBT0443

U.S. Postal Service
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Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	

Total Postage & Fees: **U.S. Bank National Association N.D.**
4325 17th Avenue S.W.
Fargo, ND 58103

Sent To: _____
 Street, Apt. No., or PO Box No.: _____
 City, State, ZIP+4: _____

Postmark: **FLAMINGO ROAD 89147 JAN 7 2009 POE**

U.S. Postal Service
CERTIFIED MAIL RECEIPT
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 For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	

Total Postage & Fees: **Attn: Kelly Mitchell**
WYETH RANCH HOA
P.O. BOX 12117
Las Vegas, NV 89112

Sent To: _____
 Street, Apt. No., or PO Box No.: _____
 City, State, ZIP+4: _____

Postmark: **FLAMINGO ROAD 89147 JAN 7 2009 POE**

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Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	

Total Postage & Fees: **U.S. Bank Trust Company, National Association**
111 S.W. Fifth Avenue, Suite 3500
Portland, OR 97204

Sent To: _____
 Street, Apt. No., or PO Box No.: _____
 City, State, ZIP+4: _____

Postmark: **FLAMINGO ROAD 89147 JAN 7 2009 POE**

U.S. Postal Service
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OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	

Total Postage & Fees: **COMPLETE ASSOCIATION MANAGEMENT COMPANY (CAMCO)**
PO BOX 12117
LAS VEGAS, NV 89112

Sent To: _____
 Street, Apt. No., or PO Box No.: _____
 City, State, ZIP+4: _____

Postmark: **FLAMINGO ROAD 89147 JAN 7 2009 POE**

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	

Total Postage & Fees: **First American**
1228 Euclid Avenue, 4th Floor
Cleveland, OH 44115

Sent To: _____
 Street, Apt. No., or PO Box No.: _____
 City, State, ZIP+4: _____

Postmark: **FLAMINGO ROAD 89147 JAN 7 2009 POE**

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	

Total Postage & Fees: **Apache Electric**
4300 N. Pecos # 25
Las Vegas, Nevada 89115

Sent To: _____
 Street, Apt. No., or PO Box No.: _____
 City, State, ZIP+4: _____

Postmark: **FLAMINGO ROAD 89147 JAN 7 2009 POE**

A&K000109

MBT0444

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OFFICIAL USE

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 Certified Fee
 Return Receipt Fee (Endorsement Required)
 Restricted Delivery Fee (Endorsement Required)
 Total Postage \$

MORTGAGE ELECTRONIC REGISTRATION SERVICES
 P.O. BOX 2026
 FLINT, MI 48501-2026
 MIN 863-9

Postmark Here
 JAN 7 2009

7008 1830 0000 4632 3457

U.S. Postal Service
CERTIFIED MAIL - RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)
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OFFICIAL USE

Postage \$
 Certified Fee
 Return Receipt Fee (Endorsement Required)
 Restricted Delivery Fee (Endorsement Required)
 Total Postage \$

COUNTRYWIDE HOME LOANS, INC.
 MS SV-79 DOCUMENT PROCESSING
 P.O. BOX 10423
 VAN NUYS, CA 91410-0423

Postmark Here
 JAN 7 2009

024E TE94 4000 DEPT 9001

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 Certified Fee
 Return Receipt Fee (Endorsement Required)
 Restricted Delivery Fee (Endorsement Required)
 Total Postage \$

CTC FORECLOSURE SERVICES CORP.
 400 COUNTRYWIDE WAY, MSN SV-88
 SIMI VALLEY, CA 93065
 MIN 863-9

Postmark Here
 JAN 7 2009

444E TE94 4000 DEPT 9001

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 (Domestic Mail Only; No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage \$
 Certified Fee
 Return Receipt Fee (Endorsement Required)
 Restricted Delivery Fee (Endorsement Required)
 Total Postage \$

MERS
 P.O. BOX 2026
 FLINT, MI 48501-2026

Postmark Here
 JAN 7 2009

444E TE94 4000 DEPT 9001

U.S. Postal Service
CERTIFIED MAIL - RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage \$
 Certified Fee
 Return Receipt Fee (Endorsement Required)
 Restricted Delivery Fee (Endorsement Required)
 Total Postage \$

JOHN SHOLTZ / T. BENTHAM
COUNTRYWIDE HOME LOANS, INC.
 2275 CORPORATE CENTER #200
 HENDERSON, NV 89074
 MIN 863-9

Postmark Here
 JAN 7 2009

7008 1830 0000 4632 3457

U.S. Postal Service
CERTIFIED MAIL - RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage \$
 Certified Fee
 Return Receipt Fee (Endorsement Required)
 Restricted Delivery Fee (Endorsement Required)
 Total Postage \$

CMG MORTGAGE, INC.
 3160 CROW CANYON ROAD SUITE 240
 SAN RAMON, CALIFORNIA 94583
 Loan No: 30001493
 MIN 863-9

Postmark Here
 JAN 7 2009

7008 1830 0000 4632 3457

A&K000110

MBT0445

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com.

OFFICIAL USE

Postage \$	
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	

Total Postage & Fees

Sent To: **CTC FORECLOSURE SERVICES, INC.**
400 COUNTRYWIDE WAY, MSN5-88
SIMI VALLEY, CA 93065
 MIN **7862-1**

Postmark Here
FLAMINGO ROAD 89147
JAN 7 2009
POB

PS Form 3800, April 2008

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com.

OFFICIAL USE

Postage \$	
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	

Total Postage & Fees

Sent To: **COUNTRYWIDE HOME LOANS, INC.**
MS SV-79 DOCUMENT PROCESSING
P.O. BOX 10423
VAN NUYS, CA 91410-0423
 MIN **862-1**

Postmark Here
FLAMINGO ROAD 89147
JAN 7 2009
POB

PS Form 3800, April 2008

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com.

OFFICIAL USE

Postage \$	
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	

Total Postage & Fees

Sent To: **COUNTRYWIDE HOME LOANS, INC.**
4500 Park Granada
Calabasas, Ca 91302-1613
 MIN **862-1**

Postmark Here
FLAMINGO ROAD 89147
JAN 7 2009
POB

PS Form 3800, April 2008

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com.

OFFICIAL USE

Postage \$	
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	

Total Postage & Fees

Sent To: **CRISTELA PEREZ**
17450 BURBANK BLVD #104
ENCINO, CA 91316

Postmark Here
FLAMINGO ROAD 89147
JAN 7 2009
POB

PS Form 3800, April 2008

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com.

OFFICIAL USE

Postage \$	
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	

Total Postage & Fees

Sent To: **COUNTRYWIDE HOME LOANS, INC.**
2275 CORPORATE CENTER #200
HENDERSON, NV 89074
 MIN **862-1**

Postmark Here
FLAMINGO ROAD 89147
JAN 7 2009
POB

PS Form 3800, April 2008

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com.

OFFICIAL USE

Postage \$	
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	

Total Postage & Fees

Sent To: **COUNTRYWIDE HOME LOANS, INC.**
4500 Park Granada
Calabasas, CA 91302-1613
 MIN **862-1**

Postmark Here
FLAMINGO ROAD 89147
JAN 7 2009
POB

PS Form 3800, April 2008

A&K000111

MBT0446

EXHIBIT 2-J

When recorded mail to:
Alessi & Koenig, LLC
9500 West Flamingo Rd., Suite 100
Las Vegas, NV 89147
Phone: 702-222-4033

APN: 125-15-811-013

Inst #: 201001140002589
Fees: \$14.00
N/C Fee: \$0.00
01/14/2010 12:04:56 PM
Receipt #: 195186
Requestor:
JUNES LEGAL SERVICES
Recorded By: SCA Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

Title No. TSN WR-7119-A Space above for Recorder's Use

NOTICE OF TRUSTEE'S SALE

WARNING! A SALE OF YOUR PROPERTY IS IMMINENT! UNLESS YOU PAY THE AMOUNT SPECIFIED IN THIS NOTICE BEFORE THE SALE DATE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE. YOU MUST ACT BEFORE THE SALE DATE. IF YOU HAVE ANY QUESTIONS, PLEASE CALL The Alessi & Koenig at 702-222-4033. IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMAN'S OFFICE, NEVADA REAL ESTATE DIVISION, AT 1-877-829-9907 IMMEDIATELY.

NOTICE IS HEREBY GIVEN THAT:

On February 17, 2010, Alessi & Koenig as duly appointed Trustee pursuant to a certain lien, recorded on October 8, 2008, as instrument number 20081008-03311, of the official records of Clark County, Nevada, WILL SELL THE BELOW MENTIONED PROPERTY TO THE HIGHEST BIDDER FOR LAWFUL MONEY OF THE UNITED STATES, OR A CASHIER'S CHECK, at: 4:00 P.M. at 930 S. 4th Street, Las Vegas Nevada 89101.

The street address and other common designation, if any, of the real property described above is purported to be: 7119 Wolf Rivers Ave, Las Vegas, NV 89131. The owner of the real property is purported to be: Cristela Perez

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designations, if any, shown herein. Said sale will be made, without covenant or warranty, expressed or implied, regarding title, possession or encumbrances, to pay the remaining principal sum of a note, homeowner's assessment or other obligation secured by this lien, with interest and other sum as provided therein: plus advances, if any, under the terms thereof and interest on such advances, plus fees, charges, expenses, of the Trustee and trust created by said lien. The total amount of the unpaid balance of the obligation secured by the property to be sold and reasonable estimated costs, expenses and advances at the time of the initial publication of the Notice of Sale is \$6,964.25. Payment must be in cash, a cashier's check drawn on a state or national bank, a check drawn by a state bank or federal credit union, or a check drawn by a state or federal savings and loan association, savings association, or savings bank specified in section 5102 of the Financial Code and authorized to do business in this state.

Date: December 18, 2009

By: Branko Jofic on behalf of Wyeth Ranch.

A&K000140

MBT0475

EXHIBIT 2-K

11432

PEREZ CRISTELA
7110 WOLF RIVERS AVE
LAS VEGAS NV 89131-0139

CITY OF LAS VEGAS SEWER
400 E. STEWART AVE.
LAS VEGAS, NV 89101
PARCEL #12616-811-013

Attn: Kelly Mitchell
WYETH RANCH HOA
P.O. BOX 12117
Las Vegas, NV 89112

COMPLETE ASSOCIATION
MANAGEMENT COMPANY (CAMCO)
PO BOX 12117
LAS VEGAS, NV 89112

Apache Electric
4300 N. Peccas # 25
Las Vegas, Nevada 89116

First American
1228 Euclid Avenue, 4th Floor
Cleveland, OH 44115

U.S. Bank Trust Company, National
Association
111 S.W. Fifth Avenue, Suite 3500
Portland, OR 97204

U.S. Bank National Association N.D.
4325 17th Avenue S.W.
Fargo, ND 58103

GMG MORTGAGE, INC.
9180 CROW CANYON ROAD, SUITE 240
SAN RAMON, CALIFORNIA 94583
Loan No: [REDACTED]
MIN 1 [REDACTED] 403-7

MERS
P.O. BOX 2026
FLINT, MI 48501-2026

COUNTRYWIDE HOME LOANS, INC.
MS 5V-79 DOCUMENT PROCESSING
P.O. BOX 10423
VAN NUYS, CA 91410-0423

JOHN SHOLTZ / T. BONHAM
COUNTRYWIDE HOME LOANS, INC.
2275 CORPORATE CENTER #200
HENDERSON, NV 89074
MIN 1 [REDACTED] 803-0

CTC FORECLOSURE SERVICES CORP.
400 COUNTRYWIDE WAY, MSN 8V-88
SIMI VALLEY, CA 93085
MIN 1 [REDACTED] 3-9

MORTGAGE ELECTRONIC
REGISTRATION SERVICES
P.O. BOX 2026
FLINT, MI 48501-2026
MIN 1 [REDACTED] 7553-9

COUNTRYWIDE HOME LOANS, INC.
4500 Park Granada
Calabasas, CA 91302-1813
MIN 1 [REDACTED] 863-9

CRISTELA PEREZ
17450 BURBANK BLVD #104
ENCINO, CA 91318

COUNTRYWIDE HOME LOANS, INC.
MS 5V-79 DOCUMENT PROCESSING
P.O. BOX 10423
VAN NUYS, CA 91410-0423
MIN 1 [REDACTED] 7882-1

COUNTRYWIDE HOME LOANS, INC.
2275 CORPORATE CENTER # 200
HENDERSON, NV 89074
MIN 1 [REDACTED] 882-1

COUNTRYWIDE HOME LOANS, INC.
4500 Park Granada
Calabasas, Ca 91302-1813
MIN 1 [REDACTED] 7882-1

CTC FORECLOSURE SERVICES CORP.
400 COUNTRYWIDE WAY, MSN 8V-88
SIMI VALLEY, CA 93085
MIN 1 [REDACTED] 7882-1

OMBUDSMAN'S OFFICE
251 E. SAHARA AVE #205
LAS VEGAS, NV 89104
RE: GORDAN MILDEN

NOTS
MAILINGS

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Certified Mail Only; No Insurance Coverage Provided)
For Use Only: Domestic Mail Only; No Insurance Coverage Provided

OFFICIAL USE

Postage \$
Certified Fee
Return Receipt Fee (Endorsement Required)
Restricted Delivery Fee (Endorsement Required)

To: COUNTRYWIDE HOME LOANS, INC.
2275 CORPORATE CENTER # 200
HENDERSON, NV 89074
MIN 1 [REDACTED] 882-1

7009 2820 0801 4714 7057

25 2010

POE

A&K000142

MBT0477

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Post	

Sent To: **OMBUDSMAN'S OFFICE**
 251 E. SAHARA AVE #205
 LAS VEGAS, NV 89104
 RE: GORDAN MILDEN

7009 2820 0001 4714 7040

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Post	

Sent To: **CMG MORTGAGE, INC.**
 3180 CROW CANYON ROAD, SUITE 240
 SAN RAMON, CALIFORNIA 94583
 Loan No: 3889493
 MIN 483-7

7009 2820 0001 4714 7068

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Post	

Sent To: **COUNTRYWIDE HOME LOANS, INC.**
 4800 Park Granada
 Calebasas, CA 91302-1613
 MIN 963-9

7009 2820 0001 4714 7064

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Post	

Sent To: **First American**
 1228 Euclid Avenue, 4th Floor
 Cleveland, OH 44115

7009 2820 0001 4714 7095

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	

Sent To: **JOHN SHOLTZ / T. BONHAM**
 COUNTRYWIDE HOME LOANS, INC.
 2275 CORPORATE CENTER #200
 HENDERSON, NV 89074
 MIN 1 63-9

7009 2820 0001 4714 7072

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Post	

Sent To: **Attn: Kelly Mitchell**
 WYETH RANCH HOA
 P.O. BOX 12117
 Las Vegas, NV 89112

7009 2820 0001 4714 7101

A&K000143

MBT0478

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage \$
 Certified Fee
 Return Receipt Fee (Endorsement Required)
 Restricted Delivery Fee (Endorsement Required)

Total Postage

City of Las Vegas Sewer
 400 E. STEWART AVE.
 LAS VEGAS, NV 89101
 PARCEL # 12515-811-013

7009 2820 0001 4714 7120

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage \$
 Certified Fee
 Return Receipt Fee (Endorsement Required)
 Restricted Delivery Fee (Endorsement Required)

Total Postage

U.S. Bank Trust Company, National Association
 111 S.W. Fifth Avenue, Suite 3500
 Portland, OR 97204

7009 2820 0001 4714 7224

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage \$
 Certified Fee
 Return Receipt Fee (Endorsement Required)
 Restricted Delivery Fee (Endorsement Required)

Total Postage

COUNTRYWIDE HOME LOANS, INC.
 4500 Park Granada
 Calabasas, Ca 91302-1813
 MIN 7862-1

7009 2820 0001 4714 7167

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage \$
 Certified Fee
 Return Receipt Fee (Endorsement Required)
 Restricted Delivery Fee (Endorsement Required)

Total Postage

MERS
 P.O. BOX 2028
 FLINT, MI 48501-2028

7009 2820 0001 4714 7217

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage \$
 Certified Fee
 Return Receipt Fee (Endorsement Required)
 Restricted Delivery Fee (Endorsement Required)

Total Postage

CRISTELA PEREZ
 17450 BURBANK BLVD #104
 ENCINO, CA 91316

7009 2820 0001 4714 7194

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage \$
 Certified Fee
 Return Receipt Fee (Endorsement Required)
 Restricted Delivery Fee (Endorsement Required)

Total Postage

CTC FORECLOSURE SERVICES CORP.
 400 COUNTRYWIDE WAY, MEN SV-98
 SIMI VALLEY, CA 93015
 MIN 83-9

7009 2820 0001 4714 7200

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage \$
 Certified Fee
 Return Receipt Fee (Endorsement Required)
 Restricted Delivery Fee (Endorsement Required)

Total Postage

COMPLETE ASSOCIATION
 MANAGEMENT COMPANY (CAMCO)
 PO BOX 12117
 LAS VEGAS, NV 89112

7009 2820 0001 4714 7100

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage \$
 Certified Fee
 Return Receipt Fee (Endorsement Required)
 Restricted Delivery Fee (Endorsement Required)

Total Postage

PEREZ CRISTELA
 7119 WOLF RIVERS AVE
 LAS VEGAS NV 89131-0139

7009 2820 0001 4714 7100

A&K000144

MBT0479

EXHIBIT 2-L

DAVID ALESSI*

THOMAS BAYARD *

ROBERT KOENIG**

RYAN KERRIOW***

* Admitted to the California Bar

** Admitted to the California, Nevada
and Colorado Bars

*** Admitted to the Nevada Bar

**** Admitted to the Nevada and California Bars



A Multi-Jurisdictional Law Firm

9500 W. Flamingo Road, Suite 100

Las Vegas, Nevada 89147

Telephone: 702-222-4033

Facsimile: 702-222-4043

www.alessikoenig.com

ADDITIONAL OFFICES IN

ACQUORA HILLS, CA
PHONE: 818-735-6600

RENO NV
PHONE: 775-626-2323
&
DIAMOND BAR CA
PHONE: 909-843-6590

Nevada Licensed Qualified Collection
Manager

AMANDA LOWER

FACSIMILE COVER LETTER

To:	Robert Rose and Cristel Perez	Re:	Escrow #7119 Wolf Rivers
From:	Theresa Elpidio	Date:	Wednesday, February 03, 2010
Fax No.:		Pages:	1, including cover
		HO #:	11632

Dear Robert Rose and Cristel Perez:

This cover will serve as an amended demand on behalf of Wyeth Ranch for the above referenced escrow; property located at 7119 Wolf Rivers Ave, Las Vegas, NV. The total amount due through March, 31, 2010 is \$6,977.61. The breakdown of fees, interest and costs is as follows:

Notice of Delinquent Assessment Lien -- Nevada	\$345.00
Notice of Default	\$395.00
Notice of Trustee's Sale	\$395.00
Trustees Fees	\$420.00
Total	\$1,555.00
1. Attorney and/or Trustees fees:	\$1,555.00
2. Costs (Notary, Recording, Copies, Mailings, Publication and Posting)	\$510.00
3. Interest Through February, 3, 2010	\$15.00
4. Title Research (10-Day Mailings per NRS 116.31163)	\$240.00
5. Management Company Audit Fee	\$25.00
6. Management Document Processing & Transfer Fee	\$0.00
7. Late Fees Through February, 3, 2010	\$0.00
8. Fines Through February, 15, 2010	\$0.00
9. Assessments Through March, 31, 2010 @ \$478.50 per quarter	\$4,547.61
10. Progress Payments:	\$0.00
12. RPIR-GI Report	\$85.00
Sub-Total:	\$6,977.61
Less Payments Received:	\$0.00
Total Amount Due:	\$6,977.61

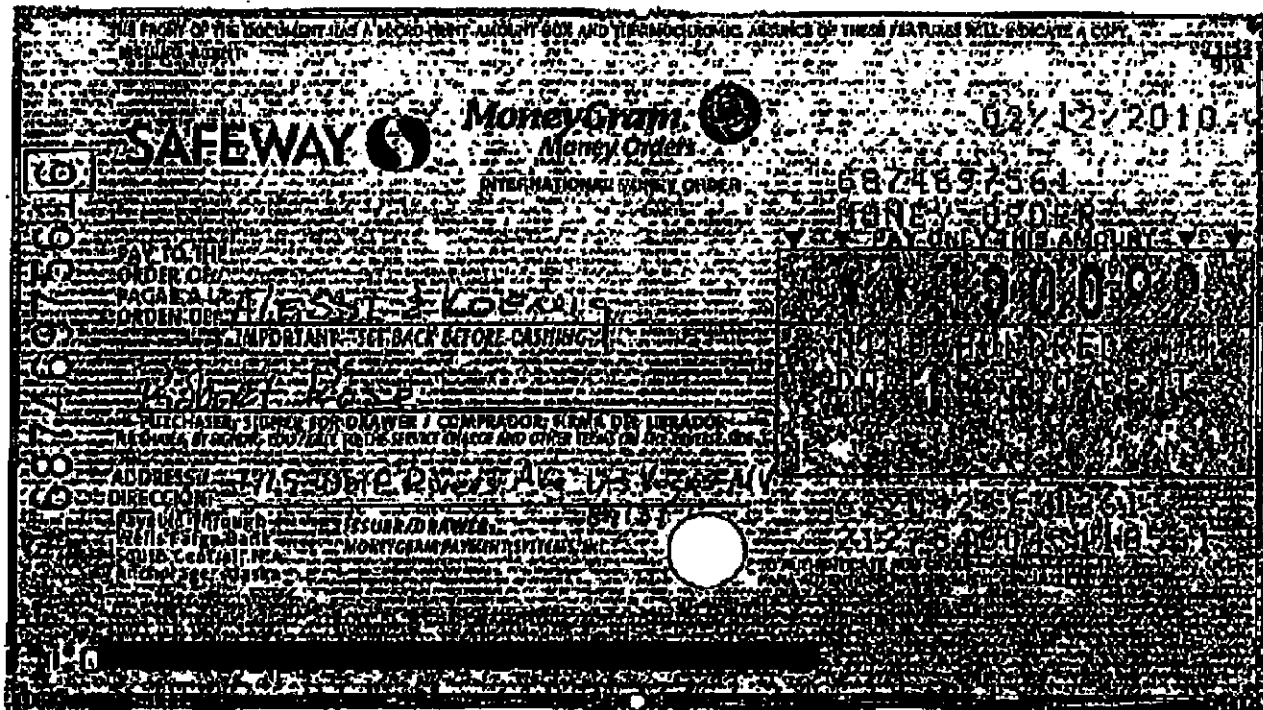
Please have a check in the amount of \$6,977.61 made payable to the Alessi & Koenig, LLC and mailed to the below listed NEVADA address. Upon receipt of payment a release of lien will be drafted and recorded. Please contact our office with any questions.

Please be advised that Alessi & Koenig, LLC is a debt collector that is attempting to collect a debt and any information obtained will be used for that purpose.

A&K000139

MBT0474

EXHIBIT 2-M



Alessi & Koenig, LLC
9500 W Flamingo Rd Ste 100
Las Vegas, NV 89147
Phone 702-222-4033 Fax 702-222-4048

NO. 11632 NO. 2865
DATE 2/18/2010

RECEIVED FROM: Robert Rose

FOR: 719 Wolf River

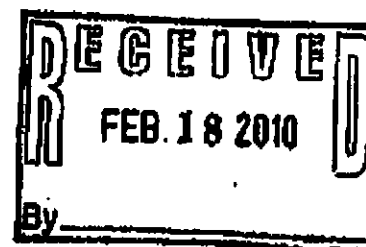
AMOUNT OF ACCOUNT: \$100.00

AMOUNT PAID: \$100.00

BALANCE DUE: \$0.00

THANK YOU

RECEIVED
FEB. 18 2010
By



A&K000141

MBT0476

EXHIBIT 2-N

DAVID ALESSI*

THOMAS BAYARD*

ROBERT KOENIG**

RYAN KERBOW***

* Admitted to the California Bar

** Admitted to the California, Nevada
and Colorado Bars

*** Admitted to the Nevada Bar

**** Admitted to the Nevada and California Bars



A Multi-Jurisdictional Law Firm

9500 W. Flamingo Road, Suite 100

Las Vegas, Nevada 89147

Telephone: 702-222-4033

Facsimile: 702-222-4043

www.alessikoenig.com

ADDITIONAL OFFICES IN

AGOURA HILLS, CA
PHONE: 818-735-9600

RENO NV
PHONE: 775-626-2323

&
DIAMOND BAR CA
PHONE: 909-843-6590

Nevada Licensed Qualified Collection
Manager

AMANDA LOWER

April 13, 2010

Cristela Perez
7119 Wolf Rivers Ave
Las Vegas, NV 89131

RE: Wyeth Ranch

Dear Cristela:

Per your request, the following payment plan is proposed in order that your delinquent account may be brought current. Please keep in mind that there is a \$25.00/month fee for the administration of your payment plan. Also included in your payment plan is the accrual of your monthly assessments.

Date	Amount of Payment	Balance
April 16, 2010	\$690.78	\$6,187.97
May 7, 2010	\$690.78	\$5,497.19
June 11, 2010	\$690.78	\$4,806.41
July 9, 2010	\$690.78	\$4,115.63
August 6, 2010	\$690.78	\$3,424.85
August 13, 2010	\$690.78	\$2,734.07
September 10, 2010	\$690.78	\$2,043.29
October 8, 2010	\$690.78	\$1,352.51
November 12, 2010	\$690.78	\$661.73
December 10, 2010	\$661.73	\$0.00
January 10, 2011	Contact Alessi Trustee for remaining balance	

Please have all payments made payable to the Alessi & Koenig, LLC and mailed to the below listed address. Payments must be in the form of a cashiers check or money order.

9500 W. Flamingo Road Suite 100
Las Vegas, NV 89147
Phone (702) 222-4033 Fax (702) 254-9044

28914 Roadside Dr. Suite F-4
Agoura Hills, CA 91301
Phone (818) 735-9600 Fax (818) 735-0096

WITH ADDITIONAL OFFICES IN LAKE TAHOE NV AND VENTURA CA

Phone (775) 626-2323 (Reno)

www.alessikoenig.com

A&K000158

MBT0493

DAVID ALESSI*

THOMAS BAYARD *

ROBERT KOENIG**

RYAN KERUOW***

* Admitted to the California Bar

** Admitted to the California, Nevada
and Colorado Bars

*** Admitted to the Nevada Bar

**** Admitted to the Nevada and California Bar



A Multi-Jurisdictional Law Firm

9500 W. Flamingo Road, Suite 100

Las Vegas, Nevada 89147

Telephone: 702-222-4033

Facsimile: 702-222-4043

www.alessikoenig.com

ADDITIONAL OFFICES IN

AGOURA HILLS, CA
PHONE: 818-735-9600

RENO NV
PHONE: 775-626-2323

&
DIAMOND BAR CA
PHONE: 909-843-6590

Nevada Licensed Qualified Collection
Manager

AMANDA LOWER

It is to your advantage to bring this account current as soon as possible. Therefore, if you can increase your monthly payment and bring your account current sooner, please do so. If you anticipate problems making the above payments, please contact me at 702-222-4033.

Thank you,

ALESSI & KOENIG, LLC

Thessa Elpidio, Legal Assistant

9500 W. Flamingo Road Suite 100
Las Vegas, NV 89147
Phone (702) 222-4033 Fax (702) 254-9044

28914 Roadside Dr, Suite F-4
Agoura Hills, CA 91301
Phone (818) 735-9600 Fax (818) 735-0096

WITH ADDITIONAL OFFICES IN LAKE TAHOE NV AND VENTURA CA

Phone (775) 626-2323 (Reno)

www.alessikoenig.com

A&K000159

MBT0494

EXHIBIT 2-O

EXHIBIT 2-P

DAVID ALESSI*
THOMAS BAYARI*
ROBERT KOENIG**
RYAN KERBOW****
* Admitted to the California Bar
** Admitted to the California, Nevada
and Colorado Bars
*** Admitted to the Nevada Bar
**** Admitted to the Nevada and California Bar

**ALESSI
&
KOENIG**
A Multi-Jurisdictional Law Firm
9500 W. Flamingo Road, Suite 100
Las Vegas, Nevada 89147
Telephone: 702-222-4033
Facsimile: 702-222-4043
www.alessikoenig.com

ADDITIONAL OFFICES

AGOURA HILLS, CA
PHONE: 818-735-4600

RENO NV
PHONE: 775-626-2323
&
DIAMOND BAR CA
PHONE: 909-843-6360

Nevada Licensed Qualified Collection Manager
AMANDA LOWER

Pre-Notice of Trustee Sale Notification

July 13, 2010

Cristela Perez
7119 Wolf Rivers Ave
Las Vegas, NV 89131

Re: Wyeth Ranch/7119 Wolf Rivers Ave/HO #11632

Dear Cristela Perez:

Please be informed that as of today's date our office has not received payment pursuant to the Notice of Delinquent Assessment Lien recorded against your property on **October 8, 2008** & the Notice of Default and Election to Sell recorded on **January 5, 2009**. Please understand that failure to bring your account current or failure to contact this office by **July 28, 2010** will result in the continuation of foreclosure proceedings against your property and will include a minimum of **\$1165.00** in additional charges.

The total amount currently due is **\$19,071.21**. Please submit payment to our offices at the below listed **Nevada** address, made payable to the **Alessi & Koenig**.

Again, it is extremely important that we receive your payment by **July 28, 2010**. Should you fail to bring your delinquent account current, you could lose ownership of your home.

Should you have any questions, please contact this office at 702-222-4033.

Yours very truly,

ALESSI & KOENIG, LLC

Naomi Eden
Legal Assistant

A&K000169

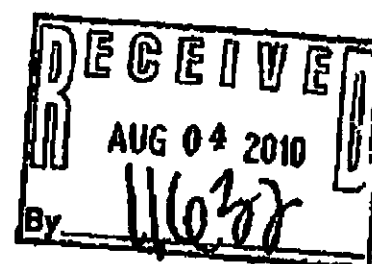
MBT0504

EXHIBIT 2-Q

RECEIVED FROM 11632 DATE 10-13-10 **3486**
 FOR 11632 **\$ 516.00**
 AMOUNT OF ACCOUNT \$ 212.00
 AMOUNT PAID \$ 212.00
 BALANCE DUE \$ BY Let
 Thank You!

FRANK PEREZ
 6933 CANYON RIDGE DR, UNLISTED
 LAS VEGAS, NV 89108-8221
 PAY TO THE ORDER OF ESS, SCHULIG **\$250.00**
 CHASE
 JPMorgan Chase Bank, N.A.
 Las Vegas, Nevada 89123
 www.chase.com
 11632

mailed
 Naomi
 OK to process



A&K000172

MBT0507

EXHIBIT 2-R

Alessi & Koenig, LLC
 9500 W Flamingo Rd Ste 100
 Las Vegas, NV 89147
 Phone: 702-222-4033, Fax: 702-222-4043

RECEIVED FROM Robert Rose DATE 9.29.10 \$ 220.00

two hundred twenty dollars

719 WOLF RIVER AVE

220.00

RECEIVED FROM Robert Rose DATE 9.29.10 \$ 220.00

two hundred twenty dollars

719 WOLF RIVER AVE

220.00

RECEIVED
 SEP 29 2010
 By _____

11632

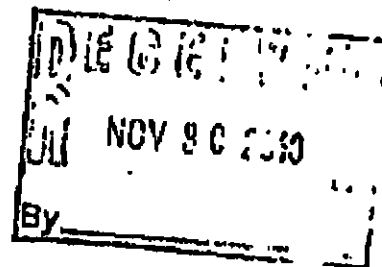
A&K000175

MBT0510

EXHIBIT 2-S

WESTERN UNION MONEY ORDER		WESTERN UNION FINANCIAL SERVICES INC. - ISSUER Englewood, Colorado	
***PAY EXACTLY \$175.00		14-228793382	
11/6/32		A 715258 D 113010 L 1311.01 142287933821 L 000396 \$ 175.00	
PAY EXACTLY ONE HUNDRED SEVENTY-FIVE DOLLARS AND NO CENTS		PAYMENT FOR ACCT. #	
PAY TO THE ORDER OF Alessi & Koenig			
PURCHASER'S ADDRESS			
7119 Wolf River Rd LV, NV 89131			
+01021004000 401422879338210			

Alessi & Koenig, LLC 9500 W Flamingo Rd Ste 100 Las Vegas, NV 89147 Phone: 702-222-4033 Fax: 702-222-4043		DATE 11.30.10
RECEIVED FROM Cristela Perez	11/6/32	\$175.00
xxx One hundred seventy-five & 00/100		
FOR 7119 Wolf River Rd - N. 1st St. Park 1/2	DOLLARS <input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> M.O. <input type="checkbox"/> CREDIT CARD	
AMOUNT OF ACCOUNT \$	Thank You!	
AMOUNT PAID \$ 175.00		
BALANCE DUE \$	BY	



11/6/32

A&K000176

MBT0511

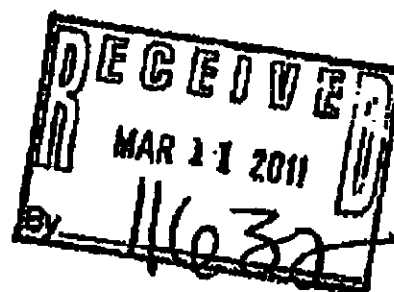
EXHIBIT 2-T

Alesel & Koenig, LLC
 9500 W Flamingo Rd Ste 100
 Las Vegas, NV 89147
 Phone: 702-222-4033 Fax: 702-222-4043

RECEIVED FROM: Cristela Perez 116302 DATE: 08-10-11 4494
 \$ 1100.00
 XXX Five hundred sixty & 00/100
 FOR: Julia Wolf Rivers - Wythe Ranch
 AMOUNT OF ACCOUNT: \$
 AMOUNT PAID: \$ 1100.00 *Thank You!*
 BALANCE DUE: \$

DOLLARS
☐ CASH
☐ CHECK
☐ M.D.
☐ CREDIT
☐ CARD

PAY TO THE ORDER OF: Julia Wolf Rivers
 \$ 1100.00
 ONE THOUSAND ONE HUNDRED DOLLARS AND NO CENTS
 PAY TO THE ORDER OF: Julia Wolf Rivers
 0102100400 40142287945611



A&K000177

MBT0512

EXHIBIT 2-U

7119 WOLF RIVERS AVE
LAS VEGAS NV 89131-0139

Attn: Kelly Mitchell
WYETH RANCH HOA
P.O. BOX 12117
Las Vegas, NV 89112

Apache Electric
4300 N. Pecos # 25
Las Vegas, Nevada 89116

First American
1228 Euclid Avenue, 4th Floor
Cleveland, OH 44115

**U.S. Bank National Association N.D.
4325 17th Avenue S.W.
Fargo, ND 58103**

CMG MORTGAGE, INC.
3160 CROW CANYON ROAD, SUITE 240
SAN RAMON, CALIFORNIA 94583
 Loan No: [REDACTED]
 MIN [REDACTED]

COUNTRYWIDE HOME LOANS, INC.
M8 BV-79 DOCUMENT PROCESSING
P.O. BOX 10423
VAN NUYS, CA 91410-0423

**JOHN SHOLTZ / T. BONHAM
COUNTRYWIDE HOME LOANS, INC.
2278 CORPORATE CENTER #200
HENDERSON, NV 89074
MIN 1-800-457-8888 EXT 33-3**

**MORTGAGE ELECTRONIC
REGISTRATION SERVICES
P.O. BOX 2028
FLINT, MI 48501-2028
MIN 7883-0**

COUNTRYWIDE HOME LOANS, INC.
4500 Park Granddora
Calebasas, CA 91302-1813
MIN 818-345-963-9

[illegible]

COUNTRYWIDE HOME LOANS, INC.
2275 CORPORATE CENTER # 200
HENDERSON, NV 89074
MIN 1800-557-2222 X52-1

CTC FORECLOSURE SERVICES CORP.
408 COUNTRYWIDE WAY, MSNSV-88
SIMI VALLEY, CA 93065
MIN 7862-1

OMBUDSMANS OFFICE
251 E. SAHARA AVE #205
LAS VEGAS, NV 89104
RE: GORDON MILDEN

A&K000178

137

JA 0686

U.S. Postal Service
CERTIFIED MAIL - RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage \$
 Certified Fee
 Return Receipt Fee (Endorsement Required)
 Restricted Delivery Fee (Endorsement Required)

Total **MORTGAGE ELECTRONIC
 REGISTRATION SERVICES**
 P.O. BOX 2026
 FLINT, MI 48501-2026
 MN 1 7683-9

7010 2780 0000 0822 0701

W. FLAMINGO ROAD 89147
 APR 4 2011
 POE

U.S. Postal Service
CERTIFIED MAIL - RECEIPT
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 For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage \$
 Certified Fee
 Return Receipt Fee (Endorsement Required)
 Restricted Delivery Fee (Endorsement Required)

Total **GTC FORECLOSURE SERVICES CORP.**
 400 COUNTRYWIDE WAY, MSNSV-88
 SIMI VALLEY, CA 93065
 MN 1 7682-1

7010 2780 0000 0822 0701

W. FLAMINGO ROAD 89147
 APR 4 2011
 POE

U.S. Postal Service
CERTIFIED MAIL - RECEIPT
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OFFICIAL USE

Postage \$
 Certified Fee
 Return Receipt Fee (Endorsement Required)
 Restricted Delivery Fee (Endorsement Required)

Total **COUNTRYWIDE HOME LOANS, INC.**
 MS SV-78 DOCUMENT PROCESSING
 P.O. BOX 10423
 VAN NUYS, CA 91410-0423
 MN 100078 862-1

7010 2780 0000 0822 0701

W. FLAMINGO ROAD 89147
 APR 4 2011
 POE

A&K000179

MBT0514

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OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	

Postmark Here

JOHN SHOLTZ / T. BONHAM
 COUNTRYWIDE HOME LOANS, INC.
 2275 CORPORATE CENTER #200
 HENDERSON, NV 89074
 MIN 702.278.0000

U.S. Postal Service
CERTIFIED MAIL[®] RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	

Postmark Here

COUNTRYWIDE HOME LOANS, INC.
 2275 CORPORATE CENTER #200
 HENDERSON, NV 89074
 MIN 702.278.0000

U.S. Postal Service
CERTIFIED MAIL[®] RECEIPT
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OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	

Postmark Here

Attn: Kelly Mitchell
 WYETH RANCH HOA
 P.O. BOX 12117
 Las Vegas, NV 89112

U.S. Postal Service
CERTIFIED MAIL[®] RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	

Total Postage & Fees \$

COUNTRYWIDE HOME LOANS, INC.
 4500 Park Grandeda
 Colton, CA 91302-1613
 MIN 909.969.9999

U.S. Postal Service
CERTIFIED MAIL[®] RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	

Total Postage & Fees \$

First American
 1225 Euclid Avenue, 4th Floor
 Cleveland, OH 44115

U.S. Postal Service
CERTIFIED MAIL[®] RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	

Total Postage & Fees \$

CMG MORTGAGE, INC.
 3180 CROW CANYON ROAD, SUITE 240
 SAN RAMON, CALIFORNIA 94583
 Loan No: 32601493
 MIN 925.925.4937

A&K000180

MBT0515

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage \$	
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	

Postmark Here

MERS
 P.O. BOX 2028
 FLINT, MI 48501-2028

7010 2780 0000 2315 070

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage \$	
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	

Total P

**COMPLETE ASSOCIATION
 MANAGEMENT COMPANY (CAMCO)**
 PO BOX 12117
 LAS VEGAS, NV 89112

7010 2780 0000 2315 0699

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage \$	
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	

Total Postage & Fees

CITY OF LAS VEGAS SEWER
 400 E. STEWART AVE.
 LAS VEGAS, NV 89101
 PARCEL #12615-011-013

7010 2780 0000 2315 070

U.S. Postal Service
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OFFICIAL USE

Postage \$	
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	

Total

**U.S. Bank Trust Company, National
 Association**
 111 S.W. Fifth Avenue, Suite 3500
 Portland, OR 97204

7010 2780 0000 2315 070

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage \$	
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	

Total Post

PEREZ CRISTELA
 7119 WOLF RIVERS AVE
 LAS VEGAS NV 89131-0139

7010 2780 0000 2315 4222

U.S. Postal Service
CERTIFIED MAIL RECEIPT
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OFFICIAL USE

Postage \$	
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	


Total Postage & Fees \$

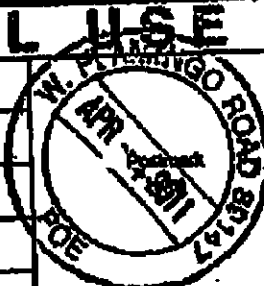
OMBUDSMANS OFFICE
 251 E. SAHARA AVE #205
 LAS VEGAS, NV 89104
 RE: GORDON MILDEN

7010 2780 0000 2315 4334


A&K000181


MBT0516

U.S. Postal Service CERTIFIED MAIL RECEIPT <i>(Domestic Mail Only; No Insurance Coverage Provided)</i> For delivery information visit our website at usps.com	
OFFICIAL USE	
Postage \$ _____ Certified Fee _____ Return Receipt Fee _____ (Endorsement Required) Registered Mail Fee _____ (Endorsement Required)	
CRISTELA PEREZ 17450 BURBANK BLVD #104 ENCINO, CA 91316	

U.S. Postal Service CERTIFIED MAIL® RECEIPT <i>(Domestic Mail Only. No Insurance Coverage Provided.)</i> <i>For delivery information visit our website at www.usps.com</i>	
OFFICIAL USE	
Postage \$ _____ Certified Fee _____ Return Receipt Fee (Endorsement Required) _____ Restricted Delivery Fee (Endorsement Required) _____ Total \$ _____	
Sent to Exact or PO# _____ City, St. _____	COUNTRYWIDE HOME LOANS, INC. 4500 Park Granada Cabanas, Ca 91302-1613 MIN 700-82-1

U.S. Postal Service - CERTIFIED MAIL® RECEIPT <i>(Domestic Mail Only. No Insurance Coverage Provided)</i>	
For delivery information visit us online at www.usps.com	
OFFICIAL USE	
Postage \$	
Certified Fee	
Return Receipt Fee <i>(Endorsement Required)</i>	
Registered Delivery Fee <i>(Endorsement Required)</i>	
To	U.S. Bank National Association N.D. 4325 17th Avenue S.W. Fargo, ND 58103
See	
PSN	
or P	
CS*	

U.S. Postal Service® CERTIFIED MAIL® RECEIPT <i>(Domestic Mail Only, No Insurance Coverage Provided)</i> For delivery information visit us online at www.usps.com	
OFFICIAL USE	
Postage \$ _____ Certified Fee _____ Return Receipt Fee (Enclosure Required) _____ Restricted Delivery Fee (Enclosure Required) _____	
TO COUNTRYWIDE HOME LOANS, INC. MS BV-79 DOCUMENT PROCESSING P.O. BOX 10423 VAN NUYS, CA 91410-0423	_____ _____ _____

U.S. Postal Service CERTIFIED MAIL - RECEIPT <i>(Domestic Mail Only. No Insurance or Coverage Provided)</i>	
For delivery information, visit our website at www.usps.com	
OFFICIAL USE	
Postage \$	
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
1 APACHE ELECTRIC 4300 N. PEOS # 25 Las Vegas, Nevada 89115	

7010 2780 0000 2515 0743

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Registered Delivery Fee (Endorsement Required)	

TO
CTC FORECLOSURE SERVICES CORP.
400 COUNTRYWIDE WAY, MSN SV-88
SIM VALLEY, CA 93085
MIN [REDACTED] 863-9

7010 2780 0000 2515 0743

POSTMARK
 2011

A&K000182

MBT0517

EXHIBIT 2-V

DAVID ALESSI*
THOMAS DAYARD*
ROBERT KOENIG**
RYAN KERBOW****
HUONG LAM***
* Admitted to the California Bar
** Admitted to the California, Nevada
and Colorado Bar
*** Admitted to the Nevada Bar
**** Admitted to the Nevada and California Bar



A Multi-Jurisdictional Law Firm

9500 West Flamingo Road, Suite 205
Las Vegas, Nevada 89147
Telephone: 702-222-4033
Facsimile: 702-222-4043
www.alcassikoenig.com

ADDITIONAL OFFICES

AGOURA HILLS, CA
PHONE: 818-735-9100

RENO NV
PHONE: 775-626-2323
&
DIAMOND BAR CA
PHONE: 909-843-6590

July 27, 2011

Breach of Payment Plan

Cristela Perez
7119 Wolf Rivers Ave
Las Vegas, NV 89131

Re: Wyeth Ranch/7119 Wolf Rivers Ave/HO #11632

Dear Cristela Perez:

On 9/1/2010 you entered into a payment plan agreement with this office. As of the date of this letter, you have failed to perform your obligation under the agreement to submit the total amount due. For that reason, your Homeowners Association has directed this office to initiate the foreclosure process on your property.

The total past due balance of \$6,736.62 must be received by this office, in the form of a cashiers check or money order. Cash will not be accepted. Failure to submit payment will result in foreclosure of your property and additional legal costs.

Thank you for your consideration and cooperation in this matter.

Sincerely,

THE ALESSI & KOENIG, LLC

Carl Veney
Legal Assistant
Enclosure

A&K000191

MBT0526

EXHIBIT 2-W

Alessi & Koenig, LLC
 9500 W Flamingo Rd Ste 100
 Las Vegas, NV 89147
 Phone: 702-222-4003 Fax: 702-222-4045

RECEIVED FROM: Onsela Perez DATE: 8/4/11

FOR: One hundred sixty-five

AMOUNT OF ACCOUNT: 3119 W. H. RIVERS ST.

AMOUNT PAID: 125.00

DATE: 8/4/11

5024

PRINTED ON LINEMARK PAPER - HOLD TO LIGHT TO VIEW FOR ADDITIONAL SECURITY FEATURES SEE BACK

Office AU# 11-24 (12100)

Operator ID: rmc0450

PERSONAL MONEY ORDER #11632 0024128646

PAY TO THE ORDER OF ALESSI & KOENIG August 04, 2011

One hundred sixty-five dollars and no cents **\$165.00**

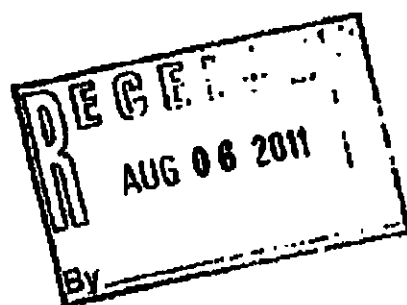
WELLS FARGO BANK, N.A.
 4075 S FORT APACHE RD
 LAS VEGAS, NV 89147
 FOR INQUIRIES CALL (800) 294-3122

RECEIVED
 AUG 04 2011

VOID FOR OVER US \$ 165.00

BY: [Redacted] [Signature]

Security features included. Details on Back.



11632

A&K000192

MBT0527

EXHIBIT 2-X

DAVID ALESSI*
 THOMAS BAYARD*
 ROBERT KOENIG**
 RYAN KERNOW***
 JIJONG LAM***
 * Admitted to the California Bar
 ** Admitted to the California, Nevada
 and Colorado Bar
 *** Admitted to the Nevada Bar
 **** Admitted to the Nevada and California Bar



A Multi-Jurisdictional Law Firm

9500 West Flamingo Road, Suite 205
 Las Vegas, Nevada 89147
 Telephone: 702-222-4033
 Facsimile: 702-222-4043
www.alessikoenig.com

ADDITIONAL OFFICES

AGOURA HILLS, CA
 PHONE: 818-735-9600

RENO NV
 PHONE: 775-426-2323

DIAMOND BAR CA
 PHONE: 909-843-6590

November 29, 2011

LIEN LETTER
VIA REGULAR AND CERTIFIED MAIL

Cristela Perez
 7119 Wolf Rivers Ave
 Las Vegas, NV 89131

Re: Wyeth Ranch Community Association/7119 Wolf Rivers Ave/HO #11632

Dear Cristela Perez:

Our office has been retained by Wyeth Ranch Community Association to collect the past due assessment balance on your account. Please find the enclosed Notice of Delinquent Assessment (Lien), signed and dated on behalf of Wyeth Ranch Community Association on November 29, 2011. The total amount due as of the date of this letter is \$9,296.56. To verify the total of unpaid charges please contact Alessi & Koenig, LLC. Please submit payment to our Nevada mailing address listed above. Payment must be in the form of a cashier's check or money order and made payable to Alessi & Koenig. Cash will not be accepted.

Unless you, within thirty days after receipt of this notice, dispute the validity of this debt, or any portion thereof, our office will assume the debt is valid. If you notify our office in writing within the thirty-day period that you dispute the debt, or any portion thereof, we will obtain verification of the debt and a copy of such verification will be mailed to you. Upon receipt of your written request within the thirty-day period, we will provide you with the name and address of the origin. Please note the law does not require our office to wait until the next step in the collection process. If, however, you request the original creditor within the thirty-day period that begins when we are first advised that you have the right to inspect the association records, we will suspend efforts to collect the debt until we are advised that you have the right to inspect the association records.

In the event Alessi & Koenig, LLC does not receive payment of \$9,296.56, a Notice of Default will be recorded in the public records. If you have any questions regarding this matter, please contact my legal assistant, Naomi Eden, at (702) 222-4040. If you do not pay, you could lose ownership of your property.

Sincerely,

 ALESSI & KOENIG

U.S. Postal Service	
CERTIFIED MAIL - RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	Postmark Here
Certified Post	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Post	
SENT TO: CRISTELA PEREZ	
7119 WOLF RIVERS AVE	
LAS VEGAS, NV 89131	
DATE: DEC 7 2011	
TIME: 10:00 AM	
BY: 0470 0001 1871	
7012 0470 0001 1871	

Please be advised that Alessi & Koenig, LLC is a debt collector that is attempting to collect a debt and any information obtained will be used for that purpose.

A&K000200

MBT0535

When recorded return to:

ALESSI & KOENIG, LLC
9500 W. Flamingo Rd., Suite 205
Las Vegas, Nevada 89147
Phone: (702) 222-4033

A.P.N. 125-15-811-013

Trustee Sale # WR-7119-A

NOTICE OF DELINQUENT ASSESSMENT (LIEN)

In accordance with Nevada Revised Statutes and the Association's Declaration of Covenants, Conditions and Restrictions (CC&Rs) of the official records of Clark County, Nevada, **Wyeth Ranch Community Association** has a lien on the following legally described property.

The property against which the lien is imposed is commonly referred to as **7119 Wolf Rivers Ave, Las Vegas, NV 89131** and more particularly legally described as: **Lot 13 Block A Book 112 Page 8** in the County of Clark.

The owner(s) of record as reflected on the public record as of today's date is (are): **Cristela Perez**

The mailing address(es) is: **P.O. Box 750158, Las Vegas, NV 89136**

The total amount due through today's date is: **\$9,296.56**. Of this total amount **\$9,559.06** represent Collection and/or Attorney fees, assessments, interest, late fees and service charges, **\$450.00** represent collection costs. Note: Additional monies shall accrue under this claim at the rate of the claimant's regular monthly or special assessments, plus permissible late charges, costs of collection and interest, accruing subsequent to the date of this notice.

Date: **November 29, 2011**

By:


Ryan Kertlow, Esq. of Alessi & Koenig, LLC on behalf of Wyeth Ranch Community Association

State of Nevada

County of Clark

SUBSCRIBED and SWORN before me November 29, 2011

(Seal)

(Signature)

NOTARY PUBLIC

A&K000202

MBT0537

EXHIBIT 2-Y

Inet #: 201112200001246

Fee: \$17.00

N/C Fee: \$0.00

12/20/2011 09:12:32 AM

Receipt #: 1012828

Requestor:

ALESSI & KOENIG LLC (JUNE8

Recorded By: MJM Pgs: 1

DEBBIE CONWAY

CLARK COUNTY RECORDER

When recorded return to:

ALESSI & KOENIG, LLC
9500 W. Flamingo Rd., Suite 205
Las Vegas, Nevada 89147
Phone: (702) 222-4833

A.P.N. 125-15-811-013

Trustee Sale # WR-7119-A

NOTICE OF DELINQUENT ASSESSMENT (LIEN)

In accordance with Nevada Revised Statutes and the Association's Declaration of Covenants, Conditions and Restrictions (CC&Rs) of the official records of Clark County, Nevada, Wyeth Ranch Community Association has a lien on the following legally described property.

The property against which the lien is imposed is commonly referred to as 7119 Wolf Rivers Ave, Las Vegas, NV 89131 and more particularly legally described as: Lot 13 Block A Book 112 Page 8 in the County of Clark.

The owner(s) of record as reflected on the public record as of today's date is (are): Cristela Perez

The mailing address(es) is: P.O. Box 750158, Las Vegas, NV 89136

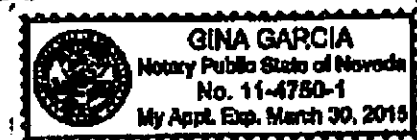
The total amount due through today's date is: \$9,296.56. Of this total amount \$9,559.06 represent Collection and/or Attorney fees, assessments, interest, late fees and service charges. \$458.00 represent collection costs. Note: Additional monies shall accrue under this claim at the rate of the claimant's regular monthly or special assessments, plus permissible late charges, costs of collection and interest, accruing subsequent to the date of this notice.

Date: November 29, 2011

By: 
Ryan Kerby, Esq. of Alessi & Koenig, LLC on behalf of Wyeth Ranch Community Association

State of Nevada
County of Clark
SUBSCRIBED and SWORN before me November 29, 2011

(Seal)



(Signature)


NOTARY PUBLIC

EXHIBIT 2-Z

DAVID ALESSI*
THOMAS BAYARD*
ROBERT KOENIG**
RYAN KERBOW****
HUONG LAM***
* Admitted to the California Bar
** Admitted to the California, Nevada
and Colorado Bar
*** Admitted to the Nevada Bar
**** Admitted to the Nevada and California Bar

ALESSI & KOENIG
A Multi-Jurisdictional Law Firm

9500 West Flamingo Road, Suite 205
Las Vegas, Nevada 89147
Telephone: 702-222-4033
Facsimile: 702-222-4043
www.alessikoenig.com

ADDITIONAL OFFICES

AGOURA HILLS, CA
PHONE: 818-735-9600

RENO NV
PHONE: 775-626-2323

&
DIAMOND BAR CA
PHONE: 909-843-6940

January 25, 2012

Pre-Notice of Default

Cristela Perez
P.O. Box 750158
Las Vegas, NV 89136

Regarding: **Wyeth Ranch Community Association/7119 Wolf Rivers Ave/HO #11632**

Dear Cristela Perez:

Please be informed that as of today's date our office has not received payment pursuant to the Notice of Delinquent Assessment Lien recorded against your property on **December 20, 2011**. Please understand that failure to bring your account current or failure to contact this office will result in the initiation of foreclosure proceedings on your property and include a minimum \$750.00 in additional charges.

The total amount currently due is **\$9,865.06**. Please submit payment to our office at the above listed **Nevada** address, made payable to the **Alessi & Koenig, LLC**. Cash will not be accepted.

Again, it is extremely important that we receive your payment. If you have any questions regarding your account or on how to make a payment, please contact my legal assistant, Naomi Eden, at (702) 222-4033. Should you fail to reinstate your account, you could lose ownership of your property.

Sincerely,

ALESSI & KOENIG, LLC
Ryan Kerbow, Esq.

Please be advised that Alessi & Koenig, LLC is a debt collector that is attempting to collect a debt and any information obtained will be used for that purpose.

A&K000204

MBT0539

EXHIBIT 2-AA

When recorded mail to:

THE ALESSI & KOENIG, LLC
9500 West Flamingo Rd., Ste 205
Las Vegas, Nevada 89147
Phone: 702-222-4033

Inst #: 201202280000836
Fee: \$17.00
N/C Fee: \$0.00
02/28/2012 09:07:00 AM
Receipt #: 1079272
Requestor:
ALESSI & KOENIG LLC (JUNES
Recorded By: ANI Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

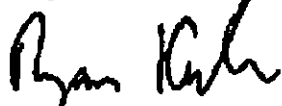
A.P.N. 125-15-811-013

Trustee Sale No. WR-7119-A

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER HOMEOWNERS ASSOCIATION LIEN

WARNING! IF YOU FAIL TO PAY THE AMOUNT SPECIFIED IN THIS NOTICE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE! You may have the right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account. The sale may not be set until ninety days from the date this notice of default recorded, which appears on this notice. The amount due is \$10,625.06 as of February 14, 2012 and will increase until your account becomes current. To arrange for payment to stop the foreclosure, contact: Wyeth Ranch Community Association, c/o Alessi & Koenig, 9500 W. Flamingo Rd, Ste 205, Las Vegas, NV 89147, (702)222-4033.

THIS NOTICE pursuant to that certain Notice of Delinquent Assessment Lien, recorded on December 20, 2011 as document number 0001246, of Official Records in the County of Clark, State of Nevada. Owner(s): Cristela Perez, of Lot 13 Block A, as per map recorded in Book 112, Pages 8, as shown on the Plan and Subdivision map recorded in the Maps of the County of Clark, State of Nevada. PROPERTY ADDRESS: 7119 Wolf Rivers Ave, Las Vegas, NV 89131. If you have any questions, you should contact an attorney. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure. REMEMBER YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION. NOTICE IS HEREBY GIVEN THAT Alessi & Koenig, LLC is appointed trustee agent under the above referenced lien, dated December 20, 2011, on behalf of Wyeth Ranch Community Association to secure assessment obligations in favor of said Association, pursuant to the terms contained in the Declaration of Covenants, Conditions, and Restrictions (CC&Rs). A default in the obligation for which said CC&Rs has occurred in that the payment(s) have not been made of homeowners assessments due from January 1, 2008 and all subsequent assessments, late charges, interest, collection and/or attorney fees and costs.
Dated: February 14, 2012



Ryan Kerbow, Esq. of Alessi & Koenig, LLC on behalf of Wyeth Ranch Community Association

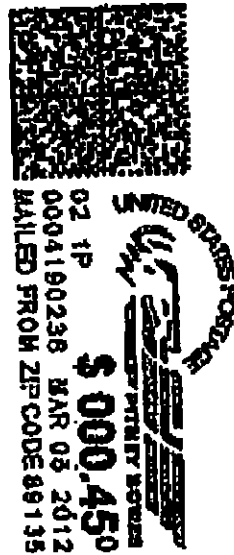
A&K000230

MBT0565

9500 W. Flamingo Rd. Suite 205
Las Vegas, NV 89147



MERS
PO BOX 2028
FLINT, MI 48901-2028



ALEX KONG
9500 W. Flamingo Rd. Suite 205
Las Vegas, NV 89147

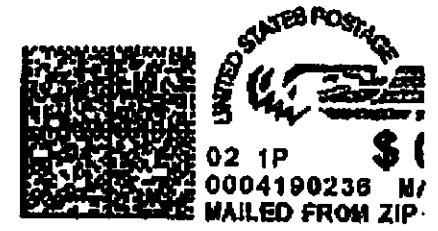
APACHE ELECTRIC
4300 N. PECCOS #23
LAS VEGAS, NV 89115

A&K000231

MBT0566

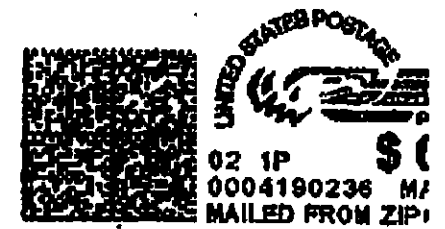
**ALESI
KÖNIG**
9500 W. Flamingo Rd, Suite 205
Las Vegas, NV 89147

FIRST AMERICAN
1228 EUCLID AVENUE, 4TH FLOOR
CLEVELAND, OH 44115



**ALESI
KÖNIG**
9500 W. Flamingo Rd, Suite 205
Las Vegas, NV 89147

U.S. BANK TRUST COMPANY, N.A.
111 S.W. FIFTH AVENUE, SUITE 3600
PORTLAND, OR 97204



A&K000232

MBT0567

EXHIBIT 2-BB

CRISTELA PEREZ
7119 WOLF RIVERS AVE
LAS VEGAS, NV 89131-0139

MERS
PO BOX 2028
FLINT, MI 48501-2028

FIRST AMERICAN
1228 EUCLID AVENUE, 4TH FLOOR
CLEVELAND, OH 44118

CRISTELA PEREZ
17450 BURBANK BLVD, #104
ENCINO, CA 91318

U.S. BANK, NATIONAL ASSOCIATION N.D.
4325 - 17TH AVENUE S.W.
FARGO, ND 58103

APACHE ELECTRIC
4300 N. PECOS #25
LAS VEGAS, NV 89115

CMG MORTGAGE INC.
3180 CROW CANYON ROAD, SUITE 240
SAN RAMON, CA 94583

U.S. BANK TRUST COMPANY, N.A.
111 S.W. FIFTH AVENUE, SUITE 3500
PORTLAND, OR 97204

CITY OF LAS VEGAS SEWER
400 E. STEWART AVE
LAS VEGAS, NV 89101

NOD
10- Day Mailings

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only. No Insurance Coverage Provided)
For delivery information check our website at www.usps.com

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	

To: **CRISTELA PEREZ**
7119 WOLF RIVERS AVE
LAS VEGAS, NV 89131-0139

7013 2000 0000 2443 2043

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only. No Insurance Coverage Provided)
For delivery information check our website at www.usps.com

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	

Total Postage: _____

To: **CRISTELA PEREZ**
17450 BURBANK BLVD, #104
ENCINO, CA 91318

4202 4443 1000 0002 1002

A&K000229

MBT0564

EXHIBIT 2-CC

0000241 11-24
Office A/M 1210(8)

PERSONAL MONEY ORDER

0024130655

Operator ID: 10000000

PAY TO THE ORDER OF

Alessi : Koenig

March 19, 2012

Three hundred dollars and no cents

\$300.00


WELLS FARGO BANK, N.A.
4075 S FORT APACHE RD
LAS VEGAS, NV 89147
FOR INQUIRIES CALL (458) 394-3122

RECEIVED
MAR 19 2012
BY: HOT# 11432

VOID IF OVER US \$ 500.00


Payee's Signature

11632

RECEIVED
MAR 19 2012
BY: 

A&K000233

MBT0568

EXHIBIT 2-DD

PRINTED ON LITHOGRAPH PAPER. HOLD DOWN TO VIEW FOR ADDITIONAL SECURITY FEATURES. SEE BACK FOR DETAILS.

00000011 11-24
Office AU 121079

Operator ID: rem00719

PERSONAL MONEY ORDER 0024131099

PAY TO THE ORDER OF Alessi & Koenig May 07, 2012

Two hundred ninety-five dollars and no cents **\$295.00**

WELLS FARGO BANK, N.A.
4075 S FORT APACHE RD
LAS VEGAS, NV 89147
FOR INQUIRIES CALL (480) 304-3122

VOID IF OVER US \$ 295.00

Purchaser's Signature

Security Features Included. Details on Back.

Jessl & Koenig, LLC
5500 W Flamingo Rd Ste 100
Las Vegas, NV 89137
Phone: 702-222-4033 Fax: 702-222-4043

DATE 5/7/12 5876

RECEIVED FROM Richard & Rose \$ 295.00

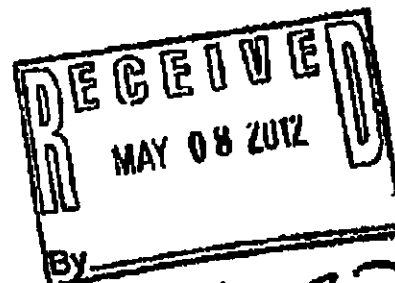
FOR 7119 L. Alf Rivers Ave. 40

AMOUNT OF ACCOUNT \$

AMOUNT PAID \$ 295.00

BALANCE DUE \$ BY Thank You!

DOLLARS
☐ CASH
☐ CHECK
☐ M.O.
☐ CREDIT CARD



11632

A&K000243

MBT0578

EXHIBIT 2-EE



A Multi-Jurisdictional Law Firm

9500 West Flamingo Road, Suite 205
Las Vegas, Nevada 89147
Telephone: 702-222-4033
Facsimile: 702-222-4043
www.alessikoenig.com

ADDITIONAL OFFICES

AGOURA HILLS, CA
PHONE: 818-733-9600

RENO NV
PHONE: 775-626-2323
&

DIAMOND BAR CA
PHONE: 909-843-6590

DAVID ALESSI*

THOMAS BAYARD*

ROBERT KOENIG**

RYAN KERBOW****

HUONG LAM***

* Admitted to the California Bar

** Admitted to the California, Nevada
and Colorado Bar

*** Admitted to the Nevada Bar

**** Admitted to the Nevada and California Bar

Pre-Notice of Trustee Sale Notification

July 18, 2012

Cristela Perez
P.O. Box 750158
Las Vegas, NV 89136

Re: Wyeth Ranch Community Association/7119 Wolf Rivers Ave/HO #11632

Dear Cristela Perez:

Please be informed that as of today's date our office has not received payment pursuant to the Notice of Delinquent Assessment Lien recorded against your property on December 20, 2011 and the Notice of Default and Election to Sell recorded on January 5, 2009. Please understand that failure to bring your account current or failure to contact this office will result in the continuation of foreclosure proceedings against your property and will include a minimum of \$1165.00 in additional charges.

The total amount currently due is \$11,371.07. Please submit payment to our office at the above listed Nevada address, made payable to the Alessi & Koenig. Cash will not be accepted.

Again, it is extremely important that we receive your payment. If you have any questions regarding your account or on how to make a payment, please contact my legal assistant, Naomi Eden, at (702) 222-4033. Should you fail to reinstate your account, you could lose ownership of your property.

Sincerely,

ALESSI & KOENIG, LLC

Please be advised that Alessi & Koenig, LLC is a debt collector that is attempting to collect a debt and any information obtained will be used for that purpose.

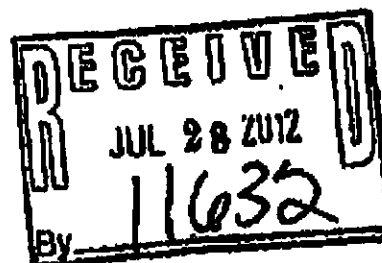
A&K000241

MBT0576

EXHIBIT 2-FF

WESTERN UNION	MONEY ORDER	WESTERN UNION FINANCIAL SERVICES INC. - ISSUER Englewood, Colorado
Payable at Wells Fargo Bank Branch Junction - Boulder, CO, Grand Junction, Colorado		
SMITHS #396	14-539963809	
A 715358 D 072612		
T 1209 11		
L 0003964	\$ 165.00	
PAY EXACTLY ONE HUNDRED SIXTY-FIVE DOLLARS AND NO CENTS		
PAY TO THE ORDER OF Alessi Koenig	PAYMENT FOR ACCT. #	
7119 W. 2nd St. Rivers		
+102100400: 40145399633097		

Alessi & Koenig, LLC 9500 W. Flamingo Rd Ste 100 Las Vegas, NV 89147 Phone: 702-222-4033 Fax: 702-222-4043		N# 8145 DATE 7.26.12
RECEIVED FROM Robert & Rose & Cistich	165.00	
FOR one hundred and sixty-five	DOLLARS	
7119 W. 2nd St. Rivers	<input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> CREDIT CARD	
AMOUNT OF ACCOUNT \$		
AMOUNT PAID \$ 165.00		
BALANCE DUE \$		Thank You!
		applied



A&K000244

MBT0579

EXHIBIT 2-GG

Inst #: 201207260002017

Fee: \$18.00

N/C Fee: \$0.00

07/28/2012 10:44:40 AM

Receipt #: 1248362

Requestor:

ORION FINANCIAL GROUP

Recorded By: MSH Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

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

PREPARED BY & RETURN TO:

M. E. Wileman
2860 Exchange Blvd. # 100
Southlake, TX 76092
Parcel # 125-15-811-013

Assignment of Mortgage

Send Any Notices to Assignee.

For Valuable Consideration, the undersigned, CITIMORTGAGE, INC. 4050 REGENT BLVD, MAIL STOP N2A-222, IRVING, TX 75063 (Assignor) by these presents does assign and set over, without recourse, to U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR STANWICH MORTGAGE LOAN TRUST, SERIES 2012-6 1610 E. St. Andrews Pl, Suite B150, Santa Ana, CA 92705 (Assignee) the described mortgage with all interest, all liens, any rights due or to become due thereon, executed by CRISTELA PEREZ, A MARRIED WOMAN, AS HER SOLE AND SEPARATE PROPERTY to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., (MERS) AS NOMINTEE FOR CMG MORTGAGE, INC., ITS SUCCESSORS AND ASSIGNS. Said mortgage Dated: 10/19/2005 is recorded in the State of NV, County of Clark on 11/9/2005, Book 20051109 Instrument# 0001385 AMOUNT: \$ 442,000.00 Property Address: 7119 WOLF RIVERS AVENUE,, LAS VEGAS NV 89131

IN WITNESS WHEREOF, the undersigned corporation/trust has caused this instrument to be executed by its proper officer. Executed on: 07/26/2012

CITIMORTGAGE, INC.

By:



M. E. Wileman, Authorized Signator



PEREZ JDM *12031213*

NV Clark

MIN 4937
MERS Phone 888-679-6377
CITICAP/WL17-2012/AS

A&K000251

MBT0586

State of Texas, County of Tarrant

On 07/26/2012, before me, the undersigned, M. E. Wileman, who acknowledged that he/she is Authorized Signator of for CITIMORTGAGE, INC. and that he/she executed the foregoing instrument and that such execution was done as the free act and deed of CITIMORTGAGE, INC.



C. Lafferty

Notary public, C. Lafferty
My commission expires: November 30, 2014

MAIL TAX BILL TO:

CRISTELA PEREZ, A MARRIED WOMAN, AS HER SOLE AND SEPARATE PROPERTY Property
Address: 7119 WOLF RIVERS AVENUE,, LAS VEGAS NV 89131

12031213

MIN [REDACTED] 937 MERS Phone 888-679-6377
NV Clark CITICAP/WL17-2012/AS

A&K000252

MBT0587

EXHIBIT 2-HH

When recorded mail to:
Alessi & Koenig, LLC
9500 West Flamingo Rd., Suite 205
Las Vegas, NV 89147
Phone: 702-222-4033

APN: 125-15-811-013

TSN WR-7119-A

NOTICE OF TRUSTEE'S SALE

WARNING! A SALE OF YOUR PROPERTY IS IMMINENT! UNLESS YOU PAY THE AMOUNT SPECIFIED IN THIS NOTICE BEFORE THE SALE DATE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE. YOU MUST ACT BEFORE THE SALE DATE. IF YOU HAVE ANY QUESTIONS, PLEASE CALL Alessi & Koenig at 702-222-4033. IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMAN'S OFFICE, NEVADA REAL ESTATE DIVISION, AT 1-877-829-9907 IMMEDIATELY.

NOTICE IS HEREBY GIVEN THAT:

On November 28, 2012, Alessi & Koenig as duly appointed Trustee pursuant to a certain lien, recorded on December 20, 2011, as instrument number 0001246, of the official records of Clark County, Nevada, WILL SELL THE BELOW MENTIONED PROPERTY TO THE HIGHEST BIDDER FOR LAWFUL MONEY OF THE UNITED STATES, OR A CASHIERS CHECK at 2:00 p.m., at 9500 W. Flamingo Rd., Suite #205, Las Vegas, Nevada 89147 (Alessi & Koenig, LLC Office Building, 2nd Floor)

The street address and other common designation, if any, of the real property described above is purported to be: 7119 Wolf Rivers Ave, Las Vegas, NV 89131. The owner of the real property is purported to be: Cristela Perez

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designations, if any, shown herein. Said sale will be made, without covenant or warranty, expressed or implied, regarding title, possession or encumbrances, to pay the remaining principal sum of a note, homeowner's assessment or other obligation secured by this lien, with interest and other sum as provided therein; plus advances, if any, under the terms thereof and interest on such advances, plus fees, charges, expenses, of the Trustee and trust created by said lien. The total amount of the unpaid balance of the obligation secured by the property to be sold and reasonable estimated costs, expenses and advances at the time of the initial publication of the Notice of Sale is \$11,656.07. Payment must be made in the form of certified funds.

Date: October 10, 2012



By: Ryan Kerbow, Esq. of Alessi & Koenig LLC on behalf of Wyeth Ranch Community Association

A&K000249

MBT0584

EXHIBIT 2-II

Alessi & Koenig, LLC

HO # 11632

TSN WR-7119-A

AFFIDAVIT OF SERVICE

State of Nevada
County of Clark

I, Daniel Vidovic, state:

That at all times herein I have been a citizen of the United States, over 18 years of age, and am not a party to, or interested in proceeding in which this affidavit is made.

I served **CRISTELA PEREZ**, with a copy of the Notice of Trustee's Sale, on 10/21/2012 at approximately 6:10 PM by:

Personally posting a copy of Notice of Trustee's Sale in the manner prescribed pursuant NRS 107.087, in the conspicuous place on the property, upon information and belief, at least 15 days before the date of sale, which is located at:

Trust Property:
7119 WOLF RIVERS AVE.
Las Vegas, NV 89131

I posted a copy of the Notice of Trustee Sale pursuant to NRS 107.080, for 20 days consecutively, in the public place in the county where the property is situated, to wit:


Nevada Legal News:
930 S.4th St. #100
Las Vegas, NV 89101

Regional Justice Center:
200 Lewis Ave
Las Vegas, NV 89101

Clark County Law Library
309 S.3rd St, Ste B
Las Vegas, NV 89101

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

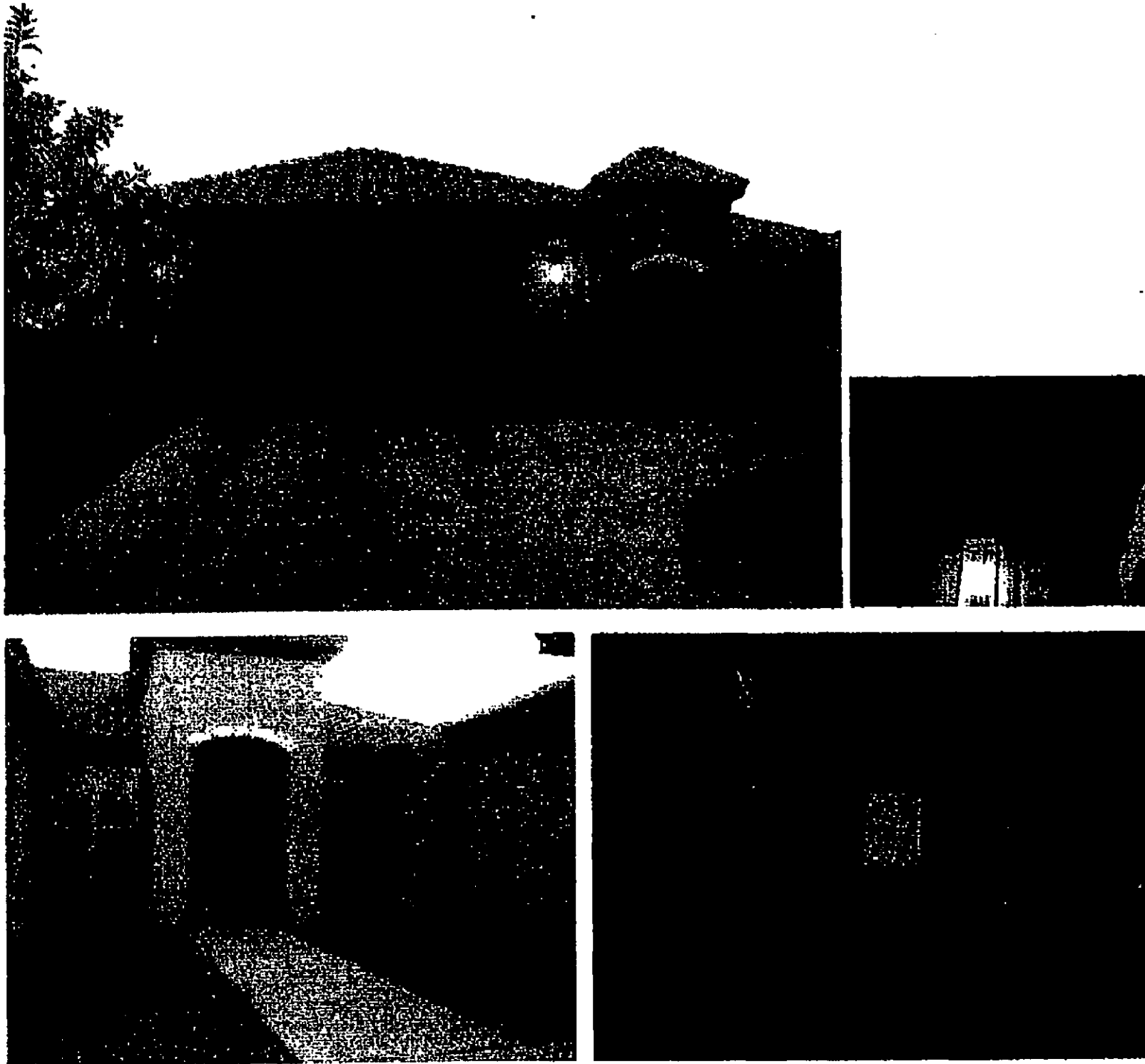
Dated 11/26/2012


Daniel Vidovic
Alessi & Koenig, LLC
9500 West Flamingo Rd. Ste 205
Las Vegas, NV 89147

COUNTY OF SERVICE: CLARK
SERVER: Daniel Vidovic

A&K000253

MBT0588



Photos taken by: Daniel Vidovic

Photo date: 10/21/2012 at approximately 6:00 PM

Property owner: CRISTELA PEREZ

Property address: 7119 WOLF RIVERS AVE., Las Vegas, NV 89131

ALESSI & KOENIG, LLC

TSN WR-7119-A

A&K000254

MBT0589

EXHIBIT 2-JJ

11632

CRISTELA PEREZ
7119 WOLF RIVERS AVE
LAS VEGAS, NV 89131-0139

MERS
PO BOX 2028
FLINT, MI 48601-2028

FIRST AMERICAN
1228 EUCLID AVENUE, 4TH FLOOR
CLEVELAND, OH 44115

CitiMortgage, Inc
2100 Al. 19 North
Palm Harbor, FL 34683

CitiMortgage, Inc
4050 Regent Blvd
Irving, TX 76063

CRISTELA PEREZ
17450 BURBANK BLVD, #104
ENCINO, CA 91316

U.S. BANK, NATIONAL ASSOCIATION N.D.
4325 - 17TH AVENUE S.W.
FARGO, ND 58103

APACHE ELECTRIC
4300 N. PECOS #25
LAS VEGAS, NV 89116

CitiMortgage, Inc
1000 Technology Drive
O'Fallon, MO 63368

U.S. Bank National Assn, Trustee for Stanwl
1810 E. St. Andrews Place, Suite B160
Santa Ana, CA 92705

CMG MORTGAGE INC.
3160 CROW CANYON ROAD, SUITE 240
SAN RAMON, CA 94583

U.S. BANK TRUST COMPANY, N.A.
111 S.W. FIFTH AVENUE, SUITE 3500
PORTLAND, OR 97204

CITY OF LAS VEGAS SEWER
400 E. STEWART AVE
LAS VEGAS, NV 89101

M. E. Wilman
2880 Exchange Blvd, #100
Southlake, TX 76092

OMBUDSMANS OFFICE
Attn: GORDAN MILDEN
2501 E SAHARA AVE SUITE 205
LAS VEGAS, NV 89104

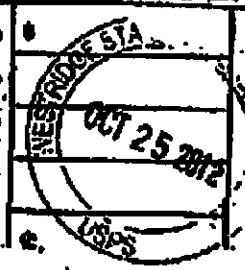
NOTS MAILINGS

A&K000245

MBT0580

U.S. Postal Service
CERTIFIED MAIL - RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com

OFFICIAL USE

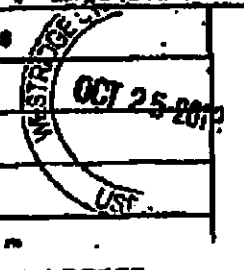
Postage		Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees \$		

Sent To: **CRISTELA PEREZ**
 7119 WOLF RIVERS AVE
 LAS VEGAS, NV 89131-0139

Sent To:
 Street, Apt. No. or PO Box No.
 City, State, ZIP

U.S. Postal Service
CERTIFIED MAIL - RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com

OFFICIAL USE

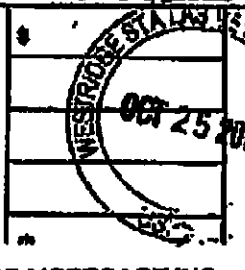
Postage		Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage		

Sent To: **CRISTELA PEREZ**
 17450 BURBANK BLVD, #104
 ENCINO, CA 91316

Sent To:
 Street, Apt. No. or PO Box No.
 City, State, ZIP

U.S. Postal Service
CERTIFIED MAIL - RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage		Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage		

Sent To: **CMG MORTGAGE INC.**
 3160 CROW CANYON ROAD, SUITE 240
 SAN RAMON, CA 94583

Sent To:
 Street, Apt. No. or PO Box No.
 City, State, ZIP

NOTS MAILINGS

A&K000246

MBT0581

U.S. Postal Service
CERTIFIED MAIL - RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage \$
 Certified Fee \$
 Return Receipt Fee (Endorsement Required)
 Restricted Delivery Fee (Endorsement Required)
 Total Postage & Fees \$

Postmark Here

Sent To: **MEERS**
PO BOX 2028
FLINT, MI 48901-2028

PS Form 3800, 10-2009

U.S. Postal Service
CERTIFIED MAIL - RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage \$
 Certified Fee \$
 Return Receipt Fee (Endorsement Required)
 Restricted Delivery Fee (Endorsement Required)
 Total Postage & Fees \$

Postmark Here

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 4050 Regent Blvd
 Irving, TX 75033

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