

04/12/2011	<u>87</u> (26 pgs)	Monthly Operating Report. Operating Report Number: Six. For the Month Ending 2/28/11 ; <i>with Proof of Service</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks. (Liu, Charles) (Entered: 04/12/2011)
04/13/2011	<u>88</u> (111 pgs; 3 docs)	Objection (related document(s): <u>82</u> Motion Debtors' Motion for Order Authorizing Lucy Parks To Enter Into Settlement Agreement and Payment of Guaranty; Memorandum of Points and Authorities and Declaration of Lucy Parks in Support Thereof; with Proof of Service [Hrg. 4/27/11 at 10: filed by Debtor Richard Parks, Joint Debtor Lucy Parks) Filed by Creditor East West Bank (Attachments: <u>1</u> Exhibit <u>12</u> Supplement Proof of Service) (Martin, Elmer) (Entered: 04/13/2011)
04/13/2011	<u>89</u> (5 pgs)	Statement of Position by American Security Bank In Response To Debtors' Motion for Order Authorizing Lucy Parks to Enter Into Settlement Agreement and Payment of Guaranty Filed by Creditor American Security Bank. (Rhim, J) (Entered: 04/13/2011)
04/20/2011	<u>90</u> (6 pgs)	Reply to (related document(s): <u>82</u> Motion Debtors' Motion for Order Authorizing Lucy Parks To Enter Into Settlement Agreement and Payment of Guaranty; Memorandum of Points and Authorities and Declaration of Lucy Parks in Support Thereof; with Proof of Service [Hrg. 4/27/11 at 10: filed by Debtor Richard Parks, Joint Debtor Lucy Parks, <u>88</u> Objection filed by Creditor East West Bank) Debtors' Reply to East West Bank's Objection to Motion for Order Authorizing Lucy Parks to Enter Into Settlement Agreement and Payment Guaranty; with Proof of Service Filed by Joint Debtor Lucy Parks, Debtor Richard Parks (Liu, Charles) (Entered: 04/20/2011)
04/21/2011	<u>91</u> (8 pgs)	Declaration re: Default Under Adequate Protection Order and Rquest for Entry of Order Terminating Automatic Stay Filed by Creditor Umpqua Bank (RE: related document(s) <u>61</u> Motion for relief from the automatic stay REAL PROPERTY (BNC-PDF)). (Arnot, Stephen) (Entered: 04/21/2011)
04/21/2011	<u>92</u> (8 pgs)	Declaration re: Stephen Arnot Re: Default under Adequat Protection order and Rquest for Entry of Order for Relief from Stay Filed by Creditor Umpqua Bank (RE: related document(s) <u>61</u> Motion for relief from the automatic stay REAL PROPERTY (BNC-PDF)). (Arnot, Stephen) (Entered: 04/21/2011)
04/26/2011	<u>93</u> (29 pgs)	Monthly Operating Report. Operating Report Number: Seven (7). For the Month Ending 3/31/2011 ; <i>with Proof of Service</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks. (Liu, Charles) (Entered: 04/26/2011)
04/27/2011		Hearing (Bk Motion) Continued (RE: related document(s) <u>82</u> GENERIC MOTION filed by Richard Parks) Hearing to be held on 05/17/2011 at 11:00 AM Ronald Reagan Federal Bldg 411 W Fourth St Crtrm 5B Santa Ana, CA 92701 for <u>82</u> , (Ngo, Kim) (Entered: 04/27/2011)
05/03/2011	<u>94</u> (9 pgs)	Order Granting Motion for relief from the automatic stay REAL PROPERTY (BNC-PDF) (Related Doc # <u>22</u>) Signed on 5/3/2011 (Steinberg, Elizabeth) (Entered: 05/03/2011)

05/03/2011	<u>95</u> (2 pgs)	Proof of service of <i>Order Granting Motion for Relief from the Automatic Stay Under 11 U.S.C. § 362 (Real Property)</i> Filed by Creditor Umpqua Bank. (Arnot, Stephen) (Entered: 05/03/2011)
05/05/2011	<u>96</u> (10 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) <u>94</u> Motion for relief from the automatic stay REAL PROPERTY (BNC-PDF)) No. of Notices: 7. Service Date 05/05/2011. (Admin.) (Entered: 05/05/2011)
05/06/2011	<u>97</u> (14 pgs)	Declaration re: <i>Supplemental Declaration of Richard Parks in Support of Motion for Order Authorizing Lucy Parks to Enter Into Settlement Agreement and Payment of Guaranty; with Proof of Service</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks (RE: related document (s) <u>92</u> Motion Debtors' Motion for Order Authorizing Lucy Parks To Enter Into Settlement Agreement and Payment of Guaranty; Memorandum of Points and Authorities and Declaration of Lucy Parks in Support Thereof; with Proof of Service [Hrg. 4/27/11 at 10:]). (Liu, Charles) (Entered: 05/06/2011)
05/06/2011	<u>98</u> (14 pgs)	Declaration re: <i>Supplemental Declaration of Lucy Parks in Support of Motion for Order Authorizing Lucy Parks to Enter Into Settlement Agreement and Payment of Guaranty; with Proof of Service</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks (RE: related document (s) <u>92</u> Motion Debtors' Motion for Order Authorizing Lucy Parks To Enter Into Settlement Agreement and Payment of Guaranty; Memorandum of Points and Authorities and Declaration of Lucy Parks in Support Thereof; with Proof of Service [Hrg. 4/27/11 at 10:]). (Liu, Charles) (Entered: 05/06/2011)
05/06/2011	<u>99</u> (14 pgs)	Declaration re: <i>Supplemental Declaration of David Klein in Support of Motion for Order Authorizing Lucy Parks to Enter Into Settlement Agreement and Payment of Guaranty; with Proof of Service</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks (RE: related document (s) <u>92</u> Motion Debtors' Motion for Order Authorizing Lucy Parks To Enter Into Settlement Agreement and Payment of Guaranty; Memorandum of Points and Authorities and Declaration of Lucy Parks in Support Thereof; with Proof of Service [Hrg. 4/27/11 at 10:]). (Liu, Charles) (Entered: 05/06/2011)
05/10/2011	<u>100</u> (6 pgs)	Objection (related document(s): <u>92</u> Motion Debtors' Motion for Order Authorizing Lucy Parks To Enter Into Settlement Agreement and Payment of Guaranty; Memorandum of Points and Authorities and Declaration of Lucy Parks in Support Thereof; with Proof of Service [Hrg. 4/27/11 at 10: filed by Debtor Richard Parks, Joint Debtor Lucy Parks) Renewed Objection of East West Bank to Debtors Motion for Approval of KeyBank Guaranty Filed by Creditor East West Bank (Martin, Elmer) (Entered: 05/10/2011)
05/12/2011	<u>101</u> (98 pgs; 3 docs)	Statement Keybank's Statement in Support of Debtors' Motion for Order Authorizing Lucy Parks to Enter into Settlement Agreement and Payment Guaranty Filed by Creditor KeyBank National Association. (Attachments: <u>1</u> Exhibit A and B <u>2</u> Exhibit C) (Danker, Ashleigh) (Entered: 05/12/2011)
05/12/2011	<u>102</u> (7 pgs)	Status report <i>Fourth Status Report; with Proof of Service</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks (RE: related document (s) <u>84</u> Order (Generic)). (Marshack, Richard) (Entered: 05/12/2011)

05/16/2011	<u>103</u> (2 pgs)	Notice <i>East West Banks Consent To Entry of Settlement Order</i> Filed by Creditor East West Bank (RE: related document(s) <u>82</u> Motion Debtors' Motion for Order Authorizing Lucy Parks To Enter Into Settlement Agreement and Payment of Guaranty; Memorandum of Points and Authorities and Declaration of Lucy Parks in Support Thereof; with Proof of Service [Hrg. 4/27/11 at 10:00 a.m., 5B] Filed by Joint Debtor Lucy Parks, Debtor Richard Parks). (Martin, Elmer) (Entered: 05/16/2011)
05/16/2011	<u>104</u> (5 pgs)	Notice <i>East West Banks Consent To Entry of Settlement Order with attachment</i> Filed by Creditor East West Bank (RE: related document (s) <u>82</u> Motion Debtors' Motion for Order Authorizing Lucy Parks To Enter Into Settlement Agreement and Payment of Guaranty; Memorandum of Points and Authorities and Declaration of Lucy Parks in Support Thereof; with Proof of Service [Hrg. 4/27/11 at 10:00 a.m., 5B] Filed by Joint Debtor Lucy Parks, Debtor Richard Parks). (Martin, Elmer) (Entered: 05/16/2011)
05/17/2011	<u>105</u> (5 pgs)	Order Granting Motion Authorizing Lucy Parks to Enter Into Settlement Agreement and Payment Guaranty (Related Doc # <u>82</u>) - Signed on 5/17/2011 (Ngo, Kim) (Entered: 05/17/2011)
05/17/2011	106	Hearing Held (Bk Motion) (RE: related document(s) <u>82</u> Generic Motion) - MOTION GRANTED as modified by the stipulated order signed today - (cr: Cam) (Ngo, Kim) (Entered: 05/17/2011)
05/19/2011	<u>107</u> (6 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) <u>105</u> Order on Generic Motion) No. of Notices: 7. Service Date 05/19/2011. (Admin.) (Entered: 05/19/2011)
05/23/2011	<u>108</u> (1 pg)	Request for courtesy Notice of Electronic Filing (NEF) Filed by Daniel S Roberts on behalf of City of Aliso Viejo. (Roberts, Daniel) (Entered: 05/23/2011)
05/26/2011		Hearing Held RE Status Conference (RE: related document (i) Chapter 11 Petition - Parties have to June 15, 2011 to file Plan and Disclosure Statement (cr:camm) (Daniels, Sally) (Entered: 05/27/2011)
06/15/2011	<u>109</u> (2 pgs)	Notice of Change of Address <i>for Richard A. Marshack, Debtors' Attorney</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks. (Marshack, Richard) (Entered: 06/15/2011)
06/15/2011	<u>110</u> (2 pgs)	Notice of Change of Address <i>for Charles Liu, Attorney for Debtors</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks. (Liu, Charles) (Entered: 06/15/2011)
06/15/2011	<u>111</u> (73 pgs)	Disclosure Statement <i>Describing Chapter 11 Plan; Declaration of Richard Parks; Exhibits 1 -6; with Proof of Service [Hrg. 8/10/11 at 10:00 a.m., Ctrm 5B]</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks. (Marshack, Richard) (Entered: 06/15/2011)
06/15/2011	<u>112</u> (26 pgs)	Chapter 11 Plan of Reorganization <i>Debtors' Chapter 11 Plan; Declaration of Richard Parks; with Proof of Service</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks. (Marshack, Richard) (Entered: 06/15/2011)

06/15/2011	<u>113</u> (6 pgs)	Notice of Hearing <i>Regarding Approval of Disclosure Statement Describing Plan of Reorganization; with Proof of Service [Hrg. 8/10/11 at 10:00 a.m., Ctrm 5B]</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks. (Marshack, Richard) (Entered: 06/15/2011)
06/15/2011		Hearing Set (RE: related document(s) <u>111</u>) Disclosure Statement Describing Chapter 11 Plan The Hearing date is set for 8/10/2011 at 10:00 AM at Ctrm 5B, 411 W Fourth St., Santa Ana, CA 92701. The case judge is Theodor Albert (Daniels, Sally) (Entered: 06/22/2011)
07/11/2011	<u>114</u> (25 pgs)	Monthly Operating Report. Operating Report Number: Eight (8). For the Month Ending 4/30/11 ; <i>with Proof of Service</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks. (Liu, Charles) (Entered: 07/11/2011)
07/11/2011	<u>115</u> (29 pgs)	Monthly Operating Report. Operating Report Number: Nine (9). For the Month Ending 5/31/11 ; <i>with Proof of Service</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks. (Liu, Charles) (Entered: 07/11/2011)
07/15/2011	<u>116</u> (30 pgs)	Motion For Sale of Property under Section 363(b) <i>Real Property Located at 5256 Sharp Road, Calistoga, CA; Free and Clear of Liens, Claims and Interests, Subject to Overbid; and for Good Faith Determinations; Memorandum of Points and Authorities; Declaration of Richard Parks in Support; with Proof of Service</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks (Liu, Charles) (Entered: 07/15/2011)
07/15/2011	<u>117</u> (7 pgs)	Notice of motion/application <i>with Proof of Service</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks (RE: related document(s) <u>116</u> Motion For Sale of Property under Section 363). (Liu, Charles) (Entered: 07/15/2011)
07/15/2011		Hearing Set (RE: related document(s) <u>116</u> Motion to Sale of Property under Section 363(b) filed by Debtor Richard Parks, Joint Debtor Lucy Parks) The Hearing date is set for 8/10/2011 at 10:00 AM at Ctrm 5B, 411 W Fourth St., Santa Ana, CA 92701. The case judge is Theodor Albert (Daniels, Sally) (Entered: 07/19/2011)
07/21/2011	<u>118</u> (48 pgs)	Motion to Approve Compromise Under Rule 9019 ; <i>Declaration of Lucia Parks in Support Thereof</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks (Rhim, J) (Entered: 07/21/2011)
07/21/2011	<u>119</u> (7 pgs)	Notice Filed by Joint Debtor Lucy Parks, Debtor Richard Parks (RE: related document(s) <u>118</u> Motion to Approve Compromise Under Rule 9019 ; <i>Declaration of Lucia Parks in Support Thereof</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks). (Rhim, J) (Entered: 07/21/2011)
07/21/2011		Hearing Set (RE: related document(s) <u>118</u> Motion to Approve Compromise Under Rule 9019 filed by Debtor Richard Parks, Joint Debtor Lucy Parks) The Hearing date is set for 8/11/2011 at 11:00 AM at Ctrm 5B, 411 W Fourth St., Santa Ana, CA 92701. The case judge is Theodor Albert (Daniels, Sally) (Entered: 07/22/2011)
07/22/2011		

	<u>120</u> (7 pgs)	Stipulation By Lucy Parks, Richard Parks and <i>East West Bank, Key Bank, California Bank & Trust and the City of Aliso Viejo to Continue the Hearing on Debtor's Disclosure Statement; with Proof of Service</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks (Liu, Charles) (Entered: 07/22/2011)
07/27/2011	<u>121</u> (26 pgs)	Objection (related document(s): <u>116</u> Motion For Sale of Property under Section 363(b) <i>Real Property Located at 5256 Sharp Road, Calistoga, CA; Free and Clear of Liens, Claims and Interests, Subject to Overbid; and for Good Faith Determinations; Memorandum of Points and Authorities; Decl</i> filed by Debtor Richard Parks, Joint Debtor Lucy Parks) <i>East West Banks Conditional Objection to Debtors Motion for Order Approving the Sale of 5256 Sharp Road, Calistoga, California 95404 Filed by Creditor East West Bank (Martin, Elmer)</i> (Entered: 07/27/2011)
07/27/2011	<u>122</u> (7 pgs; 2 docs)	Objection (related document(s): <u>111</u> Disclosure Statement filed by Debtor Richard Parks, Joint Debtor Lucy Parks) Filed by Creditor SRMOF 2009-1 Trust (Attachments: <u>1</u> Proof of Service) (Fujimoto, Daniel) (Entered: 07/27/2011)
07/28/2011	<u>123</u> (4 pgs)	Order Granting Stipulation to continue hearing on Debtors' Disclosure Statement currently set for 8/10/2011 at 10:00 a.m. to 9/7/2011 at 10:00 a.m. (Related Doc # <u>120</u>) - Signed on 7/28/2011 (Ngo, Kim) (Entered: 07/28/2011)
07/30/2011	<u>124</u> (5 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) <u>123</u> ORDER to continue/reschedule hearing) No. of Notices: 8. Service Date 07/30/2011. (Admin.) (Entered: 07/30/2011)
08/03/2011	<u>125</u> (6 pgs)	Reply to (related document(s): <u>116</u> Motion For Sale of Property under Section 363(b) <i>Real Property Located at 5256 Sharp Road, Calistoga, CA; Free and Clear of Liens, Claims and Interests, Subject to Overbid; and for Good Faith Determinations; Memorandum of Points and Authorities; Decl</i> filed by Debtor Richard Parks, Joint Debtor Lucy Parks, <u>121</u> Objection filed by Creditor East West Bank) <i>Debtors' Reply to East West Bank's Conditional Objection to Debtors' Motion for Order Approving the Sale of Real Property Located at 5256 Sharp Road, Calistoga, CA 95404; with Proof of Service Filed by Joint Debtor Lucy Parks, Debtor Richard Parks (Liu, Charles)</i> (Entered: 08/03/2011)
08/03/2011	<u>126</u> (28 pgs)	Monthly Operating Report. Operating Report Number: Ten (10). For the Month Ending 6/30/11 ; <i>with Proof of Service</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks. (Liu, Charles) (Entered: 08/03/2011)
08/04/2011	<u>127</u> (35 pgs; 2 docs)	Declaration re: <i>of Carter Nicholson in Support of Objection to Debtor's Disclosure Statement Describing Chapter 11 Plan</i> Filed by Creditor SRMOF 2009-1 Trust (RE: related document(s) <u>122</u> Objection). (Attachments: <u>1</u> Proof of Service) (Fujimoto, Daniel) Warning: Item subsequently amended by docket entry no: 129 Modified on 8/5/2011 (Daniels, Sally). (Entered: 08/04/2011)
08/04/2011	<u>128</u> (70 pgs; 3 docs)	Notice of motion and motion for relief from the automatic stay with supporting declarations REAL PROPERTY RE: 31761 Aguacate, San Juan Capistrano, CA 92675 . Fee Amount \$150, Filed by Creditor

		SRMOF 2009-1 Trust (Attachments: <u>1</u> Exhibits <u>2</u> Proof of Service) (Fujimoto, Daniel) (Entered: 08/04/2011)
08/04/2011		Receipt of Motion for Relief from Stay - Real Property(8:10-bk-21738-TA) [motion,nmrp] (150.00) Filing Fee. Receipt number 21801043. Fee amount 150.00. (U.S. Treasury) (Entered: 08/04/2011)
08/04/2011		Hearing Set (RE: related document(s) <u>128</u> Motion for Relief from Stay - Real Property filed by Creditor SRMOF 2009-1 Trust) The Hearing date is set for 8/30/2011 at 10:30 AM at Crtrm 5B, 411 W Fourth St., Santa Ana, CA 92701. The case judge is Theodor Albert (Daniels, Sally) (Entered: 08/09/2011)
08/05/2011	129	Notice to Filer of Correction Made/No Action Required: Other - Document not linked to moving document. Corrected to reflect correct linkage to <u>111</u> THIS ENTRY IS PROVIDED FOR FUTURE REFERENCE. (RE: related document(s) <u>127</u> Declaration filed by Creditor SRMOF 2009-1 Trust) (Daniels, Sally) (Entered: 08/05/2011)
08/10/2011	130	Hearing Held (Bk Motion) (RE: related document(s) <u>116</u> Motion to Sale of Property under Section 363(b)) - MOTION GRANTED - (cr: Pine) (Ngo, Kim) (Entered: 08/10/2011)
08/10/2011		Hearing Continued on Approval of Debtor's Disclosure Statement {Related Doc. # <u>111</u>) The Hearing date is set for 9/7/2011 at 10:00 AM at Crtrm 5B, 411 W Fourth St., Santa Ana, CA 92701. The case judge is Theodor Albert (Ngo, Kim) (Entered: 08/10/2011)
08/11/2011	131	Hearing Held (Bk Motion) (RE: related document(s) <u>118</u> Motion to Approve Compromise Under Rule 9019) - MOTION GRANTED - (cr: Pine) (Ngo, Kim) (Entered: 08/11/2011)
08/12/2011	<u>132</u> (13 pgs)	Exhibit in Support of Order Approving Motion To Approve Compromise Of Controversy Pursuant To Federal Rule Of Bankruptcy Procedure 9019(A) And Authorizing Debtors To Enter Into Settlement Agreement And Mutual Releases [uploaded to LOU - 247600] Filed by Creditor American Security Bank. (Rhim, J) (Entered: 08/12/2011)
08/15/2011	<u>133</u> (6 pgs)	Order Granting Debtors' Motion for the Sale of Real Property Located at 5256 Sharp Rd, Calistoga, California Free and Clear of Liens, Claim, And Interests, Subject to Overbid and for Good Faith Determinations as to Purchaser. (Related Doc # <u>116</u>) Signed on 8/15/2011 (Steinberg, Elizabeth) (Entered: 08/15/2011)
08/17/2011	<u>134</u> (7 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) <u>133</u> Order on Motion for Sale of Property under Section 363(b)) No. of Notices: 8. Service Date 08/17/2011. (Admin.) (Entered: 08/17/2011)
08/17/2011		Receipt of Certification Fee - \$9.00 by 05. Receipt Number 80041128. (admin) (Entered: 08/22/2011)
08/17/2011		Receipt of Photocopies Fee - \$3.00 by 05. Receipt Number 80041128. (admin) (Entered: 08/22/2011)

08/22/2011	<u>135</u> (5 pgs)	Order Approving Motion to Approve Compromise of Controversy Pursuant to Federal Rule of Bankruptcy Procedure 9019(a) and Authorizing Debtors to Enter Into Settlement Agreement and Mutual Releases (Related Doc # <u>118</u>) Signed on 8/22/2011 (Daniels, Sally) (Entered: 08/22/2011)
08/24/2011	<u>136</u> (31 pgs; 2 docs)	Disclosure Statement Filed by Creditor JPMORGAN CHASE BANK. (Attachments: <u>1</u> Exhibit)(Malcolm, William) (Entered: 08/24/2011)
08/25/2011	<u>137</u> (4 pgs)	Response to (related document(s): <u>128</u> Notice of motion and motion for relief from the automatic stay with supporting declarations REAL PROPERTY RE: 31761 Aguacate, San Juan Capistrano, CA 92675 . Fee Amount \$150, filed by Creditor SRMOF 2009-1 Trust) <i>Response to Motion for Relief from the Automatic Stay Under 11 U.S.C. Section 362; with Proof of Service</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks (Liu, Charles) (Entered: 08/25/2011)
08/25/2011	<u>138</u> (7 pgs)	Stipulation By Lucy Parks, Richard Parks and <i>East West Bank, KeyBank, California Bank & Trust and the City of Aliso Viejo to Continue the Hearing on Debtors' Disclosure Statement; with Proof of Service</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks (Liu, Charles) (Entered: 08/25/2011)
08/25/2011	<u>139</u> (6 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) <u>135</u> Order on Motion to Approve Compromise Under Rule 9019) No. of Notices: 8. Service Date 08/25/2011. (Admin.) (Entered: 08/25/2011)
08/30/2011	<u>140</u> (4 pgs)	Order Granting Stipulation to continue hearing on Debtors' Disclosure Statement currently set for 9/7/2011 at 10:00 a.m. to 9/28/2011 at 10:00 a.m. (Related Doc # <u>138</u>) - Signed on 8/30/2011 (Ngo, Kim) (Entered: 08/30/2011)
08/30/2011	<u>141</u> (31 pgs; 2 docs)	Objection (related document(s): <u>111</u> Disclosure Statement filed by Debtor Richard Parks, Joint Debtor Lucy Parks) Filed by Creditor JPMORGAN CHASE BANK (Attachments: <u>1</u> Exhibit) (Malcolm, William) (Entered: 08/30/2011)
08/30/2011		Hearing (Bk Motion) Continued (RE: related document(s) <u>128</u> MOTION FOR RELIEF FROM STAY - REAL PROPERTY filed by SRMOF 2009-1 Trust) Hearing to be held on 09/28/2011 at 10:00 AM Ronald Reagan Federal Bldg 411 W Fourth St Crtrm 5B Santa Ana, CA 92701 for <u>128</u> , (Ngo, Kim) (Entered: 08/30/2011)
09/01/2011	<u>142</u> (5 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) <u>140</u> ORDER to continue/reschedule hearing) No. of Notices: 9. Service Date 09/01/2011. (Admin.) (Entered: 09/01/2011)
09/07/2011		Hearing Continued on Approval of Debtors' Disclosure Statement (Related Doc. # <u>111</u>) The Hearing date is set for 9/28/2011 at 10:00 AM at Crtrm 5B, 411 W Fourth St., Santa Ana, CA 92701. The case judge is Theodor Albert (Ngo, Kim) (Entered: 09/07/2011)
09/14/2011	<u>143</u> (4 pgs)	Response to (related document(s): <u>128</u> Notice of motion and motion for relief from the automatic stay with supporting declarations REAL PROPERTY RE: 31761 Aguacate, San Juan Capistrano, CA 92675 .

		Fee Amount \$150, filed by Creditor SRMOF 2009-1 Trust) <i>Supplemental Response; with Proof of Service</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks (Liu, Charles) (Entered: 09/14/2011)
09/16/2011	<u>144</u> (12 pgs)	Opposition to (related document(s): <u>128</u> Notice of motion and motion for relief from the automatic stay with supporting declarations REAL PROPERTY RE: 31761 Aguacate, San Juan Capistrano, CA 92675 . Fee Amount \$150, filed by Creditor SRMOF 2009-1 Trust) <i>Opposition to Motion for Relief from the Automatic Stay Under 11 U.S.C. Section 362; Declarations In Support Thereof; with Proof of Service</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks (Liu, Charles) (Entered: 09/16/2011)
09/21/2011	<u>145</u> (7 pgs)	Stipulation By Lucy Parks, Richard Parks and <i>East West Bank; KeyBank; California Bank & Trust; and the City of Aliso Viejo to Continue the Hearing on Debtors' Disclosure Statement with Proof of Service</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks (Liu, Charles) (Entered: 09/21/2011)
09/27/2011	<u>146</u> (4 pgs)	Order Granting Stipulation to continue hearing on Debtors' Disclosure Statement currently set for 9/28/2011 at 10:00 a.m. to 10/26/2011 at 10:00 a.m. (Related Doc # <u>145</u>) - Signed on 9/27/2011 (Ngo, Kim) (Entered: 09/27/2011)
09/28/2011		Hearing Continued (RE: related document(s) <u>128</u> Motion for Relief from Stay - Real Property filed by Creditor SRMOF 2009-1 Trust) The Hearing date is set for 1/10/2012 at 10:00 AM at Crtrm 5B, 411 W Fourth St., Santa Ana, CA 92701. The case judge is Theodor Albert (Ngo, Kim) (Entered: 09/29/2011)
09/28/2011		Hearing Continued on Debtors' Disclosure Statement (Related Doc. # <u>111</u>) The Hearing date is set for 1/10/2012 at 10:00 AM at Crtrm 5B, 411 W Fourth St., Santa Ana, CA 92701. The case judge is Theodor Albert (Ngo, Kim) (Entered: 09/29/2011)
09/29/2011	<u>147</u> (5 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) <u>146</u> ORDER to continue/reschedule hearing) No. of Notices: 9. Service Date 09/29/2011. (Admin.) (Entered: 09/29/2011)
10/17/2011	<u>148</u> (2 pgs; 2 docs)	Transfer of Claim Transfer Agreement 3001 (e) 2 Transferor: Chase Bank USA, N.A. (Claim No. 5 in the amount of \$40,813.61) To B-Line LLC Filed by Creditor B-Line LLC . (Deramus, Glenda) (Entered: 10/24/2011)
10/26/2011	<u>149</u> (3 pgs)	BNC Certificate of Notice - Transfer of Claim (RE: related document (s) <u>148</u> Transfer of Claim filed by Creditor B-Line LLC) No. of Notices: 1. Notice Date 10/26/2011. (Admin.) (Entered: 10/26/2011)
11/03/2011	<u>150</u> (1 pg)	Request for courtesy Notice of Electronic Filing (NEF) Filed by John H Kim on behalf of Courtesy NEF. (Kim, John) (Entered: 11/03/2011)
11/07/2011	<u>151</u> (6 pgs)	Objection (related document(s): <u>111</u> Disclosure Statement filed by Debtor Richard Parks, Joint Debtor Lucy Parks) Filed by Creditor Wells Fargo Bank N.A. (Kim, John) (Entered: 11/07/2011)

11/08/2011	<u>152</u> (28 pgs)	Monthly Operating Report. Operating Report Number: Eleven. For the Month Ending 7/31/11 ; <i>with Proof of Service</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks. (Liu, Charles) (Entered: 11/08/2011)
11/08/2011	<u>153</u> (31 pgs)	Monthly Operating Report. Operating Report Number: Twelve. For the Month Ending 8/31/11 ; <i>with Proof of Service</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks. (Liu, Charles) (Entered: 11/08/2011)
11/08/2011	<u>154</u> (28 pgs)	Monthly Operating Report. Operating Report Number: Thirteen. For the Month Ending 9/30/11 ; <i>with Proof of Service</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks. (Liu, Charles) (Entered: 11/08/2011)
11/18/2011	<u>155</u> (27 pgs)	Monthly Operating Report. Operating Report Number: Eleven. For the Month Ending 7/31/2011 (<i>Revised</i>); [<i>Related to Docket No. 152</i>]; <i>with Proof of Service</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks. (Liu, Charles) (Entered: 11/18/2011)
11/18/2011	<u>156</u> (30 pgs)	Monthly Operating Report. Operating Report Number: Twelve. For the Month Ending 8/31/11 (<i>Revised</i>) [<i>Related to Docket NO. 153</i>]; <i>with Proof of Service</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks. (Liu, Charles) (Entered: 11/18/2011)
11/18/2011	<u>157</u> (27 pgs)	Monthly Operating Report. Operating Report Number: Thirteen. For the Month Ending 9/30/11 (<i>Revised</i>) [<i>Related to Docket No. 154</i>]; <i>with Proof of Service</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks. (Liu, Charles) (Entered: 11/18/2011)
12/05/2011	<u>158</u> (95 pgs)	Notice of motion and motion for relief from the automatic stay with supporting declarations REAL PROPERTY RE: 9112 Vista Green Way, Unit 106, Las Vegas, NV 89134 . Fee Amount \$176, Filed by Creditor Bank of Las Vegas (Hawkins, Christopher) (Entered: 12/05/2011)
12/05/2011		Receipt of Motion for Relief from Stay - Real Property(8:10-bk-21738-TA) [motion,nmrp] (176.00) Filing Fee. Receipt number 23972924. Fee amount 176.00. (U.S. Treasury) (Entered: 12/05/2011)
12/05/2011	<u>159</u> (154 pgs)	Notice of motion and motion for relief from the automatic stay with supporting declarations REAL PROPERTY RE: 106 Stone Canyon Court, Boulder City, NV 89005 . Fee Amount \$176, Filed by Creditor Bank of Las Vegas (Hawkins, Christopher) (Entered: 12/05/2011)
12/05/2011		Receipt of Motion for Relief from Stay - Real Property(8:10-bk-21738-TA) [motion,nmrp] (176.00) Filing Fee. Receipt number 23973553. Fee amount 176.00. (U.S. Treasury) (Entered: 12/05/2011)
12/05/2011	160	Hearing Set (RE: related document(s) <u>158</u> Motion for Relief from Stay - Real Property filed by Creditor Bank of Las Vegas) [RE 9112 Vista Green Way, Unit 106, Las Vegas, NV 89134] The Hearing date is set for 1/5/2012 at 10:00 AM at Crtrm 5B, 411 W Fourth St., Santa Ana, CA 92701. The case judge is Theodor Albert (Daniels, Sally) (Entered: 12/13/2011)

12/05/2011	161	Hearing Set (RE: related document(s) <u>159</u> Motion for Relief from Stay - Real Property filed by Creditor Bank of Las Vegas) [RE 106 Stone Canyon Court, Boulder City, NV 89005] The Hearing date is set for 1/5/2012 at 10:00 AM at Ctrm 5B, 411 W Fourth St., Santa Ana, CA 92701. The case judge is Theodor Albert (Daniels, Sally) (Entered: 12/13/2011)
12/19/2011	<u>162</u> (7 pgs)	Stipulation By SRMOF 2009-1 Trust and <i>for Adequate Protection</i> Filed by Creditor SRMOF 2009-1 Trust (Fujimoto, Daniel) (Entered: 12/19/2011)
12/20/2011	<u>163</u> (4 pgs)	Notice <i>Amendment to Chapter 11 Petition; with Proof of Service</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks (RE: related document(s) <u>1</u> Chapter 11 Voluntary Petition. Receipt Number O, Fee Amount \$1039 Filed by Richard Parks, Lucy Parks. Schedule A due 9/7/2010. Schedule B due 9/7/2010. Schedule C due 9/7/2010. Schedule D due 9/7/2010. Schedule E due 9/7/2010. Schedule F due 9/7/2010. Schedule G due 9/7/2010. Schedule H due 9/7/2010. Schedule I due 9/7/2010. Schedule J due 9/7/2010. Statement of Financial Affairs due 9/7/2010. Statement - Form 22B Due: 9/7/2010. Exhibit B due 9/7/2010. Statement of Related Case due 9/7/2010. Notice of available chapters due 9/7/2010. Statement of assistance of non-attorney due 9/7/2010. Summary of schedules due 9/7/2010. Declaration concerning debtors schedules due 9/7/2010. Statistical Summary due 9/7/2010. Cert. of Credit Counseling due by 9/7/2010. Debtor Certification of Employment Income due by 9/7/2010. Incomplete Filings due by 9/7/2010. Section 316 Incomplete Filings due by 10/7/2010.). (Marshack, Richard) (Entered: 12/20/2011)
12/27/2011	<u>164</u> (181 pgs; 2 docs)	Amended Disclosure Statement <i>First Amended Disclosure Statement Describing First Amended Chapter 11 Plan; Declaration of Richard and Lucy Parks; Exhibits 1-6; with Proof of Service [Hrg. 1/10/12 at 10:00 a.m., Ctrm 5B]</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks (RE: related document(s) <u>111</u> Disclosure Statement <i>Describing Chapter 11 Plan; Declaration of Richard Parks; Exhibits 1 -6; with Proof of Service [Hrg. 8/10/11 at 10:00 a.m., Ctrm 5B]</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks.). (Attachments: # <u>1</u> Part 2)(Marshack, Richard) (Entered: 12/27/2011)
12/27/2011	<u>165</u> (29 pgs)	Amended Chapter 11 Plan <i>Debtors' First Amended Chapter 11 Plan; Declaration of Richard and Lucy Parks; with Proof of Service</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks (RE: related document(s) <u>112</u> Chapter 11 Plan of Reorganization <i>Debtors' Chapter 11 Plan; Declaration of Richard Parks; with Proof of Service</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks.). (Marshack, Richard) (Entered: 12/27/2011)
01/05/2012	166	Hearing Held (RE: related document(s) <u>158</u> Motion for Relief from Stay - Real Property filed by Creditor Bank of Las Vegas) - MOTION GRANTED - 4001 WAIVED - (cr:gome). (Cammiso, Roseann) (Entered: 01/05/2012)
01/05/2012	167	Hearing Held (RE: related document(s) <u>159</u> Motion for Relief from Stay - Real Property filed by Creditor Bank of Las Vegas)- MOTION GRANTED - FRBP 4001 WAIVED - (cr:gome). (Cammiso, Roseann) (Entered: 01/05/2012)

01/05/2012	<u>168</u> (10 pgs)	Order Granting Motion for relief from the automatic stay REAL PROPERTY re: 31761 Aguacate, San Juan Capistrano, CA 92675 (BNC-PDF) (Related Doc # <u>128</u>) - Signed on 1/5/2012 (Ngo, Kim) (Entered: 01/05/2012)
01/07/2012	<u>169</u> (12 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) <u>168</u> Motion for relief from the automatic stay REAL PROPERTY (BNC-PDF)) No. of Notices: 9. Notice Date 01/07/2012. (Admin.) (Entered: 01/07/2012)
01/09/2012	<u>170</u> (29 pgs)	Monthly Operating Report. Operating Report Number: Fourteen (14). For the Month Ending 10/31/11 ; <i>with Proof of Service</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks. (Liu, Charles) (Entered: 01/09/2012)
01/09/2012	<u>171</u> (28 pgs)	Monthly Operating Report. Operating Report Number: Fifteen (15). For the Month Ending 11/30/2011 ; <i>with Proof of Service</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks. (Liu, Charles) (Entered: 01/09/2012)
01/10/2012	172	Hearing Held (Bk Motion) (RE: related document(s) <u>128</u> Motion for Relief from Stay - Real Property) - Off Calendar per Order entered on 1/5/2012 - (Ngo, Kim) (Entered: 01/10/2012)
01/10/2012	173	Hearing Continued on Debtor's Disclosure Statement (Related Doc. # <u>111</u>) The Hearing date is set for 2/8/2012 at 10:00 AM at Crtrm 5B, 411 W Fourth St., Santa Ana, CA 92701. The case judge is Theodor Albert (Ngo, Kim) (Entered: 01/10/2012)
01/10/2012	<u>174</u> (6 pgs)	Notice of Hearing <i>Notice of Continued Hearing Regarding Approval of Amended Disclosure Statement Describing Amended Plan of Reorganization; with Proof of Service [Hrg. 2/8/12 at 10:00 a.m., Crtrm 5B]</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks. (Marshack, Richard) (Entered: 01/10/2012)
01/11/2012	<u>175</u> (5 pgs)	Proof of service <i>Amended Proof of Service Re: Notice of Continued Hearing Regarding Approval of Amended Disclosure Statement Describing Amended Plan of Reorganization</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks (RE: related document(s) <u>174</u> Notice of Hearing). (Marshack, Richard) (Entered: 01/11/2012)
01/13/2012	<u>176</u> (4 pgs)	Stipulation By Wells Fargo Bank N.A. and Debtors <i>Re: Wells Fargo Bank, N.A. Objection to Debtors' Disclosure Statement</i> Filed by Creditor Wells Fargo Bank N.A. (Kim, John) (Entered: 01/13/2012)
01/13/2012	<u>177</u> (9 pgs)	Order Granting Motion for relief from the automatic stay REAL PROPERTY re: 9112 Vista Green Way, Unit 106, Las Vegas, NV 89134 (BNC-PDF) (Related Doc # <u>158</u>) - Signed on 1/13/2012 (Ngo, Kim) (Entered: 01/13/2012)
01/13/2012	<u>178</u> (9 pgs)	Order Granting Motion for relief from the automatic stay REAL PROPERTY re: 106 Stone Canyon Court, Boulder City, NV 89005 (BNC-PDF) (Related Doc # <u>159</u>) - Signed on 1/13/2012 (Ngo, Kim) (Entered: 01/13/2012)
01/15/2012		

	<u>179</u> (11 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) <u>177</u> Motion for relief from the automatic stay REAL PROPERTY (BNC-PDF)) No. of Notices: 9. Notice Date 01/15/2012. (Admin.) (Entered: 01/15/2012)
01/15/2012	<u>180</u> (11 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) <u>178</u> Motion for relief from the automatic stay REAL PROPERTY (BNC-PDF)) No. of Notices: 9. Notice Date 01/15/2012. (Admin.) (Entered: 01/15/2012)
01/24/2012	<u>181</u> (6 pgs)	Objection (related document(s): <u>164</u> Amended Disclosure Statement filed by Debtor Richard Parks, Joint Debtor Lucy Parks, <u>165</u> Amended Chapter 11 Plan filed by Debtor Richard Parks, Joint Debtor Lucy Parks) Filed by Creditor SRMOF 2009-1 Trust (Fujimoto, Daniel) (Entered: 01/24/2012)
01/25/2012	<u>182</u> (5 pgs)	Order Approving Stipulation between Debtor and Wells Fargo Bank, N.a. re Wells Fargo Bank, N.A. Objection to Debtors' Disclosure Statement (Related Doc # <u>176</u>) - Signed on 1/25/2012 (Ngo, Kim) (Entered: 01/25/2012)
01/27/2012	<u>183</u> (7 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) <u>182</u> Order (Generic)) No. of Notices: 9. Notice Date 01/27/2012. (Admin.) (Entered: 01/27/2012)
01/31/2012	<u>184</u> (29 pgs)	Monthly Operating Report. Operating Report Number: Sixteen (16). For the Month Ending 12/31/11 ; <i>with Proof of Service</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks. (Liu, Charles) (Entered: 01/31/2012)
02/08/2012	185	Hearing Continued on Debtor's Disclosure Statement (Related Doc. # <u>111</u>) The Hearing date is set for 4/11/2012 at 10:00 AM at Crtrm 5B, 411 W Fourth St., Santa Ana, CA 92701. The case judge is Theodor Albert (Ngo, Kim) (Entered: 02/08/2012)
03/16/2012	<u>186</u> (167 pgs)	Amended Disclosure Statement <i>Second Amended Disclosure Statement Describing Second Amended Chapter 11 Plan; with Proof of Service [Hrg. 4/11/12 at 10:00 a.m., Ctrm 5B]</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks (RE: related document(s) <u>111</u> Disclosure Statement <i>Describing Chapter 11 Plan; Declaration of Richard Parks; Exhibits 1 -6; with Proof of Service [Hrg. 8/10/11 at 10:00 a.m., Ctrm 5B]</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks.). (Marshack, Richard) (Entered: 03/16/2012)
03/16/2012	<u>187</u> (30 pgs)	Amended Chapter 11 Plan <i>Debtors' Second Amended Chapter 11 Plan; with Proof of Service</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks (RE: related document(s) <u>165</u> Amended Chapter 11 Plan <i>Debtors' First Amended Chapter 11 Plan; Declaration of Richard and Lucy Parks; with Proof of Service</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks). (Marshack, Richard) (Entered: 03/16/2012)
03/16/2012	<u>188</u> (6 pgs)	Notice of Hearing <i>Notice of Continued Hearing Regarding Approval of Second Amended Disclosure Statement Describing Second Amended Plan of Reorganization; with Proof of Service</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks. (Marshack, Richard) (Entered: 03/16/2012)

03/21/2012	<u>189</u> (26 pgs)	Monthly Operating Report. Operating Report Number: Seventeen (17). For the Month Ending 1/31/12 ; <i>with Proof of Service</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks. (Liu, Charles) (Entered: 03/21/2012)
03/21/2012	<u>190</u> (29 pgs)	Monthly Operating Report. Operating Report Number: 18. For the Month Ending 2/29/12 ; <i>with Proof of Service</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks. (Liu, Charles) (Entered: 03/21/2012)
03/27/2012	<u>191</u> (1 pg)	Request for courtesy Notice of Electronic Filing (NEF) Filed by Rankin, Casper. (Rankin, Casper) (Entered: 03/27/2012)
03/28/2012	<u>192</u> (6 pgs)	Objection (related document(s): <u>186</u> Amended Disclosure Statement filed by Debtor Richard Parks, Joint Debtor Lucy Parks, <u>187</u> Amended Chapter 11 Plan filed by Debtor Richard Parks, Joint Debtor Lucy Parks) Filed by Creditor SRMOF 2009-1 Trust (Fujimoto, Daniel) (Entered: 03/28/2012)
04/06/2012	<u>193</u> (8 pgs)	Amended Disclosure Statement <i>Debtors' Modification to Second Amended Disclosure Statement Describing Second Amended Chapter 11 Plan; with Proof of Service (RE: related document <u>186</u> Second Amended Disclosure Statement Describing Second Amended Chapter 11 Plan)</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks (RE: related document(s) <u>111</u> Disclosure Statement <i>Describing Chapter 11 Plan; Declaration of Richard Parks; Exhibits 1 -6; with Proof of Service [Hrg. 8/10/11 at 10:00 a.m., Ctrm 5B]</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks.). (Liu, Charles) (Entered: 04/06/2012)
04/06/2012	<u>194</u> (8 pgs)	Amended Chapter 11 Plan <i>Debtors' Modification to Second Amended Chapter 11 Plan; with Proof of Service</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks (RE: related document(s) <u>187</u> Amended Chapter 11 Plan <i>Debtors' Second Amended Chapter 11 Plan; with Proof of Service</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks). (Liu, Charles) (Entered: 04/06/2012)
04/06/2012	<u>195</u> (1 pg)	Request for Removal from Courtesy Notice of Electronic Filing (NEF) Filed by Testan, Eric. (Testan, Eric) (Entered: 04/06/2012)
04/11/2012	196	Hearing Held on Debtor's Disclosure Statement (Related Doc. # <u>111</u>) - APPROVED; Confirmation hearing is set for: 5/30/2012 at 10:00 a.m.; Last date to file objection to plan: 5/21/2012; Last date to submit ballots: 5/17/2012; Confirmation brief to be filed by: 5/23/2012 - (cr: Reid) (Ngo, Kim) (Entered: 04/11/2012)
04/11/2012	197	Hearing Set (RE: related document(s) <u>194</u> Amended Chapter 11 Plan filed by Debtor Richard Parks, Joint Debtor Lucy Parks) Confirmation hearing to be held on 5/30/2012 at 10:00 AM at Ctrm 5B, 411 W Fourth St., Santa Ana, CA 92701. The case judge is Theodor Albert (Ngo, Kim) (Entered: 04/11/2012)
04/17/2012	<u>198</u> (167 pgs)	Amended Disclosure Statement <i>Second Amended (Revised) Disclosure Statement Describing Second Amended (Revised) Chapter 11 Plan; Declaration of Richard & Lucy Parks; Exhibits 1-6; with Proof of Service (RE: related document(s) <u>187</u></i> Filed by Joint Debtor Lucy

		Parks, Debtor Richard Parks (RE: related document(s) <u>111</u> Disclosure Statement <i>Describing Chapter 11 Plan; Declaration of Richard Parks; Exhibits 1 -6; with Proof of Service [Hrg. 8/10/11 at 10:00 a.m., Ctrm 5B]</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks.). (Marshack, Richard) (Entered: 04/17/2012)
04/17/2012	<u>199</u> (31 pgs)	Amended Chapter 11 Plan <i>Debtors' Second Amended (Revised) Chapter 11 Plan; Declaration of Richard & Lucy Parks; with Proof of Service</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks (RE: related document(s) <u>187</u> Amended Chapter 11 Plan <i>Debtors' Second Amended Chapter 11 Plan; with Proof of Service</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks). (Marshack, Richard) (Entered: 04/17/2012)
04/17/2012	<u>200</u> (23 pgs)	Declaration re: <i>Declaration of Richard A. Marshack in Support of the 1. Second Amended (Revised) Disclosure Statement and 2. Second Amended (Revised) Chapter 11 Plan; with Proof of Service</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks (RE: related document (s) <u>198</u> Amended Disclosure Statement, <u>199</u> Amended Chapter 11 Plan). (Marshack, Richard) (Entered: 04/17/2012)
04/19/2012	<u>201</u> (6 pgs)	Order Approving Second Amended (Revised) Disclosure Statement Describing Second Amended (Revised) Chapter 11 Plan and Setting Hearing on Confirmation of Plan Signed on 4/19/2012 (RE: related document(s) <u>198</u> Amended Disclosure Statement filed by Debtor Richard Parks, Joint Debtor Lucy Parks). Confirmation hearing to be held on 5/30/2012 at 10:00 AM at Ctrm 5B, 411 W Fourth St., Santa Ana, CA 92701. The case judge is Theodor Albert (Ngo, Kim) (Entered: 04/19/2012)
04/20/2012	<u>202</u> (4 pgs)	Modified Chapter 11 Plan <i>Debtors' Notice of Modification Regarding Second Amended (Revised) Chapter 11 Plan; with Proof of Service</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks (RE: related document(s) <u>199</u> Amended Chapter 11 Plan <i>Debtors' Second Amended</i>). (Marshack, Richard) (Entered: 04/20/2012)
04/23/2012	<u>203</u> (2 pgs)	Non-Opposition of <i>Debtors' Notice of Modification Regarding Second Amended (Revised) Chapter 11 Plan</i> Filed by Creditor East West Bank. (Martin, Elmer) (Entered: 04/23/2012)
04/23/2012	<u>204</u> (8 pgs)	Notice to <i>Crediotrs and Parties In Interest of Hearing on Confirmation of Debtors' Second Amended (Revised) Chapter 11 Plan; with Proof of Service [Hrg. 5/30/12 at 10:00 a.m., Ctrm 5B]</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks (RE: related document(s) <u>197</u> Hearing Set). (Marshack, Richard) (Entered: 04/23/2012)
04/23/2012	<u>205</u> (5 pgs)	Proof of service re: <i>Order Approving Second Amended (Revised) Disclosure Statement Describing Second Amended (Revised) Chapter 11 Plan</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks (RE: related document(s) <u>201</u> Order Approving Disclosure Statement). (Marshack, Richard) (Entered: 04/23/2012)
04/27/2012	<u>206</u> (29 pgs)	Monthly Operating Report. Operating Report Number: 19. For the Month Ending 3/31/12 ; <i>with Proof of Service</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks. (Liu, Charles) (Entered: 04/27/2012)

05/04/2012	<u>207</u> (61 pgs; 3 docs)	Notice of motion and motion for relief from the automatic stay with supporting declarations REAL PROPERTY RE: 1281 Rockland Drive, Saint Helena, CA 94574 . Fee Amount \$176, Filed by Creditor Bank of America, National Association its successors and/or assigns by its duly authorized agent Wells Fargo Bank, N.A. (Attachments: # <u>1</u> Exhibit # <u>2</u> Exhibit) (Silverman, Timothy) (Entered: 05/04/2012)
05/04/2012		Receipt of Motion for Relief from Stay - Real Property(8:10-bk-21738-TA) [motion,nmrp] (176.00) Filing Fee. Receipt number 26953346. Fee amount 176.00. (U.S. Treasury) (Entered: 05/04/2012)
05/04/2012	208	Hearing Set (RE: related document(s) <u>207</u> Motion for Relief from Stay - Real Property filed by Creditor Bank of America, National Association its successors and/or assigns by its duly authorized agent Wells Fargo Bank, N.A.) The Hearing date is set for 5/29/2012 at 10:30 AM at Ctrm 5B, 411 W Fourth St., Santa Ana, CA 92701. The case judge is Theodor Albert (Daniels, Sally) (Entered: 05/08/2012)
05/08/2012	<u>209</u> (49 pgs; 2 docs)	Motion For Sale of Property under Section 363(b) <i>Debtor's Motion for Order: (1) Approving the Sale of Real Property Located at 31761 Aguacate Road, San Juan Capistrano, California, Free and Clear of Liens, Claims, and Interest; (2) Employing and Approving Commision to Real Estate Broker (3) For Good Faith Determination As to Purchaser; and (4) Voiding Liens Pursuant to 11 U.S.C. Section 506(d); Memorandum of Points and Authorities and Declarations of Richard Parsk and Tom Brabeck in Support; with Proof of Service [Hrg. 5/30/12 at 10:00 a.m., Ctrm 5B]</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks (Attachments: # <u>1</u> Part 2) (Liu, Charles) (Entered: 05/08/2012)
05/08/2012	<u>210</u> (7 pgs)	Notice of motion/application <i>Notice of Debtor's Motion for Order: (1) Approving the Sale of Real Property Located at 31761 Aguacate Road, San Juan Capistrano, California, Free and Clear of Liens, Claims, and Interest; (2) Employing and Approving Commision to Real Estate Broker (3) For Good Faith Determination As to Purchaser; and (4) Voiding Liens Pursuant to 11 U.S.C. Section 506(d) with Proof of Service [Hrg. 5/30/12 at 10:00 a.m., Ctrm 5B]</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks (RE: related document(s) <u>209</u> Motion For Sale of Property under Section 363). (Liu, Charles) (Entered: 05/08/2012)
05/08/2012	211	Hearing Set (RE: related document(s) <u>209</u> Motion for Order: (1) Approving the Sale of Real Property Located at 31761 Aguacate Road, San Juan Capistrano, California, Free and Clear of Liens, Claims, and Interests; (2) Employing and Approving Commission to Real Estate Broker; (3) for Good Faith Determination as to Purchaser; and (4) Voiding Liens Pursuant to 11 USC Section 506(d) filed by Debtor Richard Parks, Joint Debtor Lucy Parks) The Hearing date is set for 5/30/2012 at 10:00 AM at Ctrm 5B, 411 W Fourth St., Santa Ana, CA 92701. The case judge is Theodor Albert (Daniels, Sally) (Entered: 05/09/2012)
05/15/2012	<u>212</u> (40 pgs; 6 docs)	Objection to Confirmation of Plan Filed by Creditor Bank of America, National Association (RE: related document(s) <u>199</u> Amended Chapter 11 Plan <i>Debtors' Second Amended</i>). (Attachments: # <u>1</u> Exhibit A - Promissory Note# <u>2</u> Exhibit B - Deed of Trust# <u>3</u> Exhibit C - Purchase

		<i>and Assumption Agreement# <u>4</u> Exhibit D - Deed of Trust# <u>5</u> Proof of Service)(Campbell, Greg) (Entered: 05/15/2012)</i>
05/16/2012	<u>213</u> (3 pgs)	<i>Non-Opposition (Conditional) of California Bank & Trust to Debtors' Motion for Order Approving the Sale of Real Property located at 31761 Aguacate Road, San Juan Capistrano, California, Free and Clear of Liens, Claims and Interests [Relates to Docket No. 209] Filed by Creditor California Bank & Trust. (Davis, Melissa) (Entered: 05/16/2012)</i>
05/17/2012	<u>214</u> (5 pgs)	<i>Opposition to (related document(s): <u>209</u> Motion For Sale of Property under Section 363(b) Debtor's Motion for Order: (1) Approving the Sale of Real Property Located at 31761 Aguacate Road, San Juan Capistrano, California, Free and Clear of Liens, Claims, and Interest; (2) Employing and filed by Debtor Richard Parks, Joint Debtor Lucy Parks) Filed by Creditor SRMOF 2009-1 Trust (Fujimoto, Daniel) (Entered: 05/17/2012)</i>
05/21/2012	<u>215</u> (38 pgs; 2 docs)	<i>Declaration re: of Gina Gray in Support of Opposition to Debtors' Motion for Order Approving the Sale of Real Property Located at 31761 Aguacate Road, San Juan Capistrano, CA Free and Clear of Liens, Claims and Interests Filed by Creditor SRMOF 2009-1 Trust (RE: related document(s)<u>214</u> Opposition). (Attachments: # <u>1</u> Exhibit 1-5) (Fujimoto, Daniel) (Entered: 05/21/2012)</i>
05/23/2012	<u>216</u> (35 pgs)	<i>Brief Debtors' Brief in Support of Confirmation of Debtors' Second Amended Chapter 11 Plan of Reorganization and Notice of Non-Material Modification of Plan; Declarations of Richard Parks, Richard A. Marshack and David Klein in Support; with Proof of Service [Confirmation Hrg. 5/30/12 at 10:00 a.m., Ctrm 5B] Filed by Joint Debtor Lucy Parks, Debtor Richard Parks (RE: related document(s)<u>204</u> Notice). (Marshack, Richard) (Entered: 05/23/2012)</i>
05/23/2012	<u>217</u> (6 pgs)	<i>Summary of ballots Declaration of Richard A. Marshack Regarding Ballot Analysis and Tally for Debtors' Second Amended [Revised] Chapter 11 Plan As Modified; with Proof of Service Filed by Joint Debtor Lucy Parks, Debtor Richard Parks. (Marshack, Richard) (Entered: 05/23/2012)</i>
05/24/2012	<u>218</u> (16 pgs)	<i>Reply to (related document(s): <u>214</u> Opposition filed by Creditor SRMOF 2009-1 Trust) Reply to SMROF 2009-1 Trust's Opposition to Notice of Debtors' Motion for Order Approving the Sale of Real Property Located at 31761 Aguacate Road, San Juan Capistrano, California, Free and Clear of Liens, Claims, and Interests; Declaration of Richard Parks in Support Thereof; with Proof of Service Filed by Joint Debtor Lucy Parks, Debtor Richard Parks (Marshack, Richard) (Entered: 05/24/2012)</i>
05/25/2012	<u>219</u> (4 pgs)	<i>Supplemental Supplement to Debtors' Brief in Support of Confirmation of Debtors' Second Amended Chapter 11 Plan of Reorganization; with Proof of Service Filed by Joint Debtor Lucy Parks, Debtor Richard Parks. (Marshack, Richard) (Entered: 05/25/2012)</i>
05/25/2012	<u>220</u> (35 pgs; 6 docs)	<i>Stipulation By Bank of America, National Association and Richard and Lucy Parks Re: Treatment of Bank of America, National Association's Claim under Debtors' Proposed Chapter 11 Plan of Reorganization Filed by Creditor Bank of America, National Association</i>

		(Attachments: # <u>1</u> Exhibit A - Promissory Note# <u>2</u> Exhibit B - Deed of Trust# <u>3</u> Exhibit C - Agreement# <u>4</u> Exhibit D - Assignment of Deed of Trust# <u>5</u> Proof of Service) (Campbell, Greg) (Entered: 05/25/2012)
05/25/2012	<u>221</u> (10 pgs)	Summary of ballots <i>Supplemental Declaration of Richard A. Marshack Regarding Ballot Analysis and Tally for Debtors' Second Amended [Revised] Chapter 11 Plan as Modified; with Proof of Service</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks. (Marshack, Richard) (Entered: 05/25/2012)
05/29/2012	224	Hearing Held (RE: related document(s) <u>207</u> Motion for Relief from Stay - Real RE: 1281 Rockland Drive, Saint Helena, CA 94574 filed by Creditor Bank of America, National Association its successors and/or assigns by its duly authorized agent Wells Fargo Bank, N.A.) - MOTION GRANTED BY DEFAULT. (cr:camm) (Bernson, Alicia) (Entered: 05/31/2012)
05/30/2012	222	Hearing Held (Bk Motion) (RE: related document(s) <u>209</u> Motion to Sale of Property under Section 363(b)) - MOTION GRANTED in part to employ the real estate broker - (cr: Law) (Ngo, Kim) (Entered: 05/30/2012)
05/30/2012	223	Hearing Held (RE: related document(s) <u>194</u> Amended Chapter 11 Plan filed by Debtor Richard Parks, Joint Debtor Lucy Parks) - PLAN CONFIRMED with non-material modification with respect to cramming down with the other creditor. The modification should defect both lenders - (cr: Law) (Ngo, Kim) (Entered: 05/30/2012)
06/06/2012		Receipt of Tape Duplication Fee - \$30.00 by 16. Receipt Number 80048230. (admin) (Entered: 06/07/2012)
06/07/2012	<u>225</u> (7 pgs)	Order Granting Motion for relief from the automatic stay REAL PROPERTY re: 1281 Rockland Drive, Saint Helena, CA 94574 (BNC-PDF) (Related Doc # <u>207</u>) - Signed on 6/7/2012 (Ngo, Kim) (Entered: 06/07/2012)
06/09/2012	<u>226</u> (9 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) <u>225</u> Motion for relief from the automatic stay REAL PROPERTY (BNC-PDF)) No. of Notices: 10. Notice Date 06/09/2012. (Admin.) (Entered: 06/09/2012)
06/12/2012	<u>227</u> (63 pgs; 2 docs)	Notice of motion and motion for relief from the automatic stay with supporting declarations REAL PROPERTY RE: 113 Stone Canyon Road, Boulder City, Nevada 89005 . Fee Amount \$176, Filed by Creditor US Bank National Association, As Trustee For Citigroup Mortgage Loan Trust, Inc., Mortgage Pass-Through Certificate, Series 2006-AR3 successors and/or its assigns by its servicing agent Wells Fargo Ban (Attachments: # <u>1</u> Exhibit) (Silverman, Timothy) (Entered: 06/12/2012)
06/12/2012		Receipt of Motion for Relief from Stay - Real Property(8:10-bk-21738-TA) [motion,nmrp] (176.00) Filing Fee. Receipt number 27619615. Fee amount 176.00. (U.S. Treasury) (Entered: 06/12/2012)
06/12/2012	<u>228</u> (4 pgs)	Order On Stipulation Re: Treatment of Bank Of America, National Association's Claim Under Debtors' Proposed Chapter 11 Plan Of

		Reorganization. (Related Doc # <u>220</u>) Signed on 6/12/2012 (Steinberg, Elizabeth) (Entered: 06/12/2012)
06/12/2012	<u>229</u>	Hearing Set (RE: related document(s) <u>227</u> Motion for Relief from Stay - Real Property filed by Creditor US Bank National Association, As Trustee For Citigroup Mortgage Loan Trust, Inc., Mortgage Pass-Through Certificate, Series 2006-AR3 successors and/or its assigns by its servicing agent Wells Fargo Bank) The Hearing date is set for 7/17/2012 at 10:00 AM at Ctrm 5B, 411 W Fourth St., Santa Ana, CA 92701. The case judge is Theodor Albert (Cammiso, Roseann) (Entered: 06/13/2012)
06/14/2012	<u>230</u> (6 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) <u>228</u> Order (Generic)) No. of Notices: 10. Notice Date 06/14/2012. (Admin.) (Entered: 06/14/2012)
06/20/2012	<u>231</u> (66 pgs)	Amended Chapter 11 Plan <i>Debtors' Final Second Amended (Revised) Chapter 11 Plan; with Proof of Service</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks (RE: related document(s) <u>199</u> Amended Chapter 11 Plan <i>Debtors' Second Amended</i>). (Marshack, Richard) (Entered: 06/20/2012)
06/20/2012	<u>232</u> (31 pgs)	Amended Chapter 11 Plan (Redline Version) <i>Debtors' Final Second Amended (Revised) Chapter 11 Plan; with Proof of Service</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks (RE: related document(s) <u>199</u> Amended Chapter 11 Plan <i>Debtors' Second Amended</i>). (Marshack, Richard) (Entered: 06/20/2012)
06/21/2012	<u>233</u> (4 pgs)	Notice of Stipulation Between East West Bank and Debtors regarding Debtors' Plan Treatment of East West Bank Filed by Creditor East West Bank (RE: related document(s) <u>231</u> Amended Chapter 11 Plan <i>Debtors' Final Second Amended</i>). (Martin, Elmer) (Entered: 06/21/2012)
06/22/2012	<u>234</u> (5 pgs)	Notice of Errata in Support of Notice of Motion And Motion For Relief From The Automatic Stay Filed by Creditor US Bank National Association, As Trustee For Citigroup Mortgage Loan Trust, Inc., Mortgage Pass-Through Certificate, Series 2006-AR3 successors and/or its assigns by its servicing agent Wells Fargo Bank (RE: related document(s) <u>227</u> Notice of motion and motion for relief from the automatic stay with supporting declarations REAL PROPERTY RE: 113 Stone Canyon Road, Boulder City, Nevada 89005 . Fee Amount \$176, Filed by Creditor US Bank National Association, As Trustee For Citigroup Mortgage Loan Trust, Inc., Mortgage Pass-Through Certificate, Series 2006-AR3 successors and/or its assigns by its servicing agent Wells Fargo Bank). (Silverman, Timothy) (Entered: 06/22/2012)
06/23/2012	<u>235</u> (1 pg)	Request for Removal from Courtesy Notice of Electronic Filing (NEF) Filed by Testan, Eric. (Testan, Eric) (Entered: 06/23/2012)
07/02/2012	<u>236</u> (81 pgs; 2 docs)	Notice of motion and motion for relief from the automatic stay with supporting declarations REAL PROPERTY RE: 2270 Nashville Avenue, Henderson, Nevada 89052 <i>with Proof of Service</i> . Fee Amount \$176, Filed by Creditor US Bank National Association, as Trustee for Wells Fargo Asset Securities Corporation, Mortgage Pass-Through

		Certificates Series 2006-AR4 (Attachments: # <u>1</u> Exhibit (s) 1 - 5) (Garan, Todd) (Entered: 07/02/2012)
07/02/2012		Receipt of Motion for Relief from Stay - Real Property(8:10-bk-21738-TA) [motion,nmrp] (176.00) Filing Fee. Receipt number 27960253. Fee amount 176.00. (U.S. Treasury) (Entered: 07/02/2012)
07/02/2012	<u>237</u>	Hearing Set (RE: related document(s) <u>236</u> Motion for Relief from Stay - Real Property filed by Creditor US Bank National Association, as Trustee for Wells Fargo Asset Securities Corporation, Mortgage Pass-Through Certificates Series 2006-AR4) The Hearing date is set for 7/24/2012 at 10:30 AM at Ctrm 5B, 411 W Fourth St., Santa Ana, CA 92701. The case judge is Theodor Albert (Cammiso, Roseann) (Entered: 07/03/2012)
07/05/2012	<u>238</u> (10 pgs)	Order Confirming Debtors' Final Second Amended Chapter 11 Plan of Reorganization. (Related Doc # <u>199</u>) Signed on 7/5/2012 (Steinberg, Elizabeth) (Entered: 07/05/2012)
07/05/2012	<u>239</u> (1 pg)	Notice of order confirming chapter 11 plan (BNC) (Steinberg, Elizabeth) (Entered: 07/05/2012)
07/06/2012	<u>240</u> (22 pgs)	Motion For Sale of Property under Section 363(b) <i>Debtors' Motion for Order Approving Sale of Real Property Located at 31761 Aquate Road, San Juan Capistrano, CA; Free and Clear of Liens and Voiding Liens Pursuant to 11 USC Section 506(d); Memorandum of Points and Authorities; Declaration of Richard Parks; with Proof of Service</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks (Liu, Charles) (Entered: 07/06/2012)
07/06/2012	<u>241</u> (7 pgs)	Notice of motion/application <i>with Proof of Service</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks (RE: related document(s) <u>240</u> Motion For Sale of Property under Section 363). (Liu, Charles) (Entered: 07/06/2012)
07/07/2012	<u>242</u> (4 pgs)	BNC Certificate of Notice (RE: related document(s) <u>239</u> Notice of order confirming chapter 11 plan (BNC)) No. of Notices: 50. Notice Date 07/07/2012. (Admin.) (Entered: 07/07/2012)
07/08/2012	<u>243</u> (12 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) <u>238</u> Order Confirming Chapter 11 Plan) No. of Notices: 10. Notice Date 07/08/2012. (Admin.) (Entered: 07/08/2012)
07/10/2012	<u>244</u> (42 pgs; 2 docs)	Request for courtesy Notice of Electronic Filing (NEF) <i>31751 Aguacate Road, San Juan Capistra, California 92675</i> Filed by McDermott, Christopher. (Attachments: # <u>1</u> Exhibit (s) 1-4) (McDermott, Christopher) (Entered: 07/10/2012)
07/10/2012	<u>245</u> (42 pgs; 2 docs)	Notice of motion and motion for relief from the automatic stay with supporting declarations REAL PROPERTY RE: 31751 Aguacate Road, San Juan Capistra, California 92675 <i>with Proof of Service</i> . Fee Amount \$176, Filed by Creditor Bank of America, National Association (Attachments: # <u>1</u> Exhibit (s) 1-4) (McDermott, Christopher) (Entered: 07/10/2012)
07/10/2012		

		Receipt of Motion for Relief from Stay - Real Property(8:10-bk-21738-TA) [motion,nmrp] (176.00) Filing Fee. Receipt number 28083841. Fee amount 176.00. (U.S. Treasury) (Entered: 07/10/2012)
07/10/2012	247	Hearing Set (RE: related document(s) <u>245</u> Motion for Relief from Stay - Real Property filed by Creditor Bank of America, National Association) The Hearing date is set for 7/31/2012 at 10:30 AM at Ctrm 5B, 411 W Fourth St., Santa Ana, CA 92701. The case judge is Theodor Albert (Cammiso, Roseann) (Entered: 07/12/2012)
07/11/2012	<u>246</u> (3 pgs)	Withdrawal re: <i>Motion for Relief from Automatic Stay and Proof of Service</i> Filed by Creditor Bank of America, National Association (RE: related document(s) <u>245</u> Notice of motion and motion for relief from the automatic stay with supporting declarations REAL PROPERTY RE: 31751 Aguacate Road, San Juan Capistrano, California 92675 <i>with Proof of Service</i> . Fee Amount \$176.). (McDermott, Christopher) (Entered: 07/11/2012)
07/12/2012		Receipt of Certification Fee - \$22.00 by 01. Receipt Number 80049025. (admin) (Entered: 07/13/2012)
07/13/2012	<u>248</u> (15 pgs)	Supplemental <i>Memorandum of Points and Authorities in Support of Debtor's Motion for Order: (1) Approving the Sale of Real Property Located at 31761 Aguacate Road, San Juan Capistrano, California, Free and Clear of Liens, Claims, and Interests; (2) For Good Faith Determination as to Purchaser; and (3) Voiding Liens Pursuant to 11 U.S.C. Section 506(d); with Proof of Service (RE: related document(s) <u>240</u> Motion For Sale of Property under Section 363)</i> . Filed by Joint Debtor Lucy Parks, Debtor Richard Parks. (Marshack, Richard) (Entered: 07/13/2012)
07/17/2012	249	Hearing Held (Bk Motion) (RE: related document(s) <u>227</u> Motion for Relief from Stay - Real Property) - MOTION GRANTED by default - (cr: Law) (Ngo, Kim) (Entered: 07/17/2012)
07/18/2012	<u>250</u> (5 pgs)	Order Granting Motion for relief from the automatic stay REAL PROPERTY re: 113 Stone Canyon Road, Boulder City, NV 89005 (BNC-PDF) (Related Doc # <u>227</u>) - Signed on 7/18/2012 (Ngo, Kim) (Entered: 07/18/2012)
07/19/2012	<u>251</u> (1 pg)	Judge's instruction for entering discharge in chapter 11 cases - ON COMPLETION OF ALL PAYMENTS UNDER THE PLAN AND DISCHARGE, UNLESS OTHERWISE ORDERED. (Steinberg, Elizabeth) (Entered: 07/19/2012)
07/20/2012	<u>252</u> (2 pgs)	Notice of Change of Address of <i>Shulman Hodges & Bastian LLP (with Proof of Service)</i> Filed by Creditor California Bank & Trust. (Davis, Melissa) (Entered: 07/20/2012)
07/20/2012	<u>253</u> (7 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) <u>250</u> Motion for relief from the automatic stay REAL PROPERTY (BNC-PDF)) No. of Notices: 10. Notice Date 07/20/2012. (Admin.) (Entered: 07/20/2012)
07/24/2012	254	

		Hearing Held (Bk Motion) (RE: related document(s) <u>236</u> Motion for Relief from Stay - Real Property) - MOTION GRANTED by default - (cr: Law) (Ngo, Kim) (Entered: 07/24/2012)
07/26/2012	<u>255</u> (36 pgs)	Declaration re: non opposition <i>with Proof of Service</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks (RE: related document(s) <u>240</u> Motion For Sale of Property under Section 363(b) <i>Debtors' Motion for Order Approving Sale of Real Property Located at 31761 Aquate Road, San Juan Capistrano, CA; Free and Clear of Liens and Voiding Liens Pursuant to 11 USC Section 506(d); Memora</i>). (Marshack, Richard) (Entered: 07/26/2012)
08/07/2012	<u>256</u> (6 pgs)	Order Granting Motion for relief from the automatic stay REAL PROPERTY (BNC-PDF) (Related Doc # <u>236</u>) Signed on 8/7/2012 (Daniels, Sally) (Entered: 08/07/2012)
08/07/2012	<u>257</u> (18 pgs)	Emergency motion <i>for Order Approving the Transfer of Property Commonly Known as 113 Stone Canyon Road, Boulder City, Nevada 89005 Through a Short Sale; Memorandum of Points and Authorities; Declaration of Richard A. Parks; with Proof of Service</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks (Marshack, Richard) (Entered: 08/07/2012)
08/08/2012	<u>258</u> (5 pgs)	Order Granting Debtors' Motion: 1) Approving the Sale of Real Property Located at 31761 Aguacate Road, San Juan Capistrano, California, Free and Clear of Liens, Claims, and Interests; 2) for Good Faith Determination as to Purchaser; and 3) Voiding Liens pursuant to 11 U.S.C. Section 506(d) (Related Doc # <u>240</u>) - Signed on 8/8/2012 (Ngo, Kim) (Entered: 08/08/2012)
08/08/2012	<u>259</u> (123 pgs)	Application for Compensation <i>First and Final Application; Declaration of Richard A. Marshack; with Proof of Service</i> for Marshack Hays LLP, Debtor's Attorney, Period: 9/23/2010 to 7/20/2012, Fee: \$343,310.50, Expenses: \$3,356.99. Filed by Attorney Marshack Hays LLP (Marshack, Richard) CORRECTION: CORRECT HEARING TIME IS: 10:00 AM Modified on 8/10/2012 (Daniels, Sally). (Entered: 08/08/2012)
08/08/2012	<u>260</u> (6 pgs)	Notice of motion/application <i>with Proof of Service</i> Filed by Attorney Marshack Hays LLP (RE: related document(s) <u>259</u> Application for Compensation <i>First and Final Application; Declaration of Richard A. Marshack; with Proof of Service</i> for Marshack Hays LLP, Debtor's Attorney, Period: 9/23/2010 to 7/20/2012, Fee: \$343,310.50, Expenses: \$3,356.99. Filed by Attorney Marshack Hays LLP). (Marshack, Richard) (Entered: 08/08/2012)
08/08/2012		Receipt of Certification Fee - \$11.00 by 05. Receipt Number 80049585. (admin) (Entered: 08/09/2012)
08/08/2012	264	Hearing Set (RE: related document(s) <u>259</u> First and Final Application for Allowance of Fees and Costs filed by Attorney Marshack Hays LLP) The Hearing date is set for 8/29/2012 at 10:00 AM at Crtrm 5B, 411 W Fourth St., Santa Ana, CA 92701. The case judge is Theodor Albert (Daniels, Sally) (Entered: 08/10/2012)
08/09/2012	<u>261</u> (5 pgs)	Order Granting Debtors' Emergency Motion for Order Approving the Transfer of Property Commonly Known as 113 Stone Canyon Road, Boulder City,

		Nevada 89005 Through a Short Sale (Related Doc # <u>257</u>) - Signed on 8/9/2012 (Ngo, Kim) (Entered: 08/09/2012)
08/09/2012	<u>262</u> (8 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) <u>256</u> Motion for relief from the automatic stay REAL PROPERTY (BNC-PDF)) No. of Notices: 10. Notice Date 08/09/2012. (Admin.) (Entered: 08/09/2012)
08/10/2012	<u>263</u> (4 pgs)	Declaration re: <i>Declaration of Richard A. Marshack in Support of First and Final Fee Application; and In Regard to Compliance with Local Bankruptcy Rule 2016-1(a)(1); with Proof of Service</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks (RE: related document(s) <u>259</u> Application for Compensation <i>First and Final Application; Declaration of Richard A. Marshack; with Proof of Service</i> for Marshack Hays LLP, Debtor's Attorney, Period: 9/23/2010 to 7/20/2012, Fee: \$343,310.50, Expenses: \$3,356.99.). (Marshack, Richard) (Entered: 08/10/2012)
08/10/2012	<u>265</u> (7 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) <u>258</u> Order on Motion for Sale of Property under Section 363(b)) No. of Notices: 10. Notice Date 08/10/2012. (Admin.) (Entered: 08/10/2012)
08/11/2012	<u>266</u> (7 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) <u>261</u> Order (Generic)) No. of Notices: 11. Notice Date 08/11/2012. (Admin.) (Entered: 08/11/2012)
08/13/2012	<u>267</u> (4 pgs)	Declaration re: <i>Declaration of Richard Parks in Support; with Proof of Service</i> Filed by Debtor Richard Parks (RE: related document(s) <u>259</u> Application for Compensation <i>First and Final Application; Declaration of Richard A. Marshack; with Proof of Service</i> for Marshack Hays LLP, Debtor's Attorney, Period: 9/23/2010 to 7/20/2012, Fee: \$343,310.50, Expenses: \$3,356.99.). (Marshack, Richard) (Entered: 08/13/2012)
08/13/2012	<u>268</u> (4 pgs)	Declaration re: <i>Declaration of Lucy Parks in Support; with Proof of Service</i> Filed by Joint Debtor Lucy Parks (RE: related document(s) <u>259</u> Application for Compensation <i>First and Final Application; Declaration of Richard A. Marshack; with Proof of Service</i> for Marshack Hays LLP, Debtor's Attorney, Period: 9/23/2010 to 7/20/2012, Fee: \$343,310.50, Expenses: \$3,356.99.). (Marshack, Richard) (Entered: 08/13/2012)
08/29/2012	269	Hearing Held (RE: related document(s) <u>259</u> Application for Compensation filed by Attorney Marshack Hays LLP)ALLOW FEES AS PRAYED AND EXPENSES LESS \$72.70 WHICH WAS NOT EXPLAINED (gome) (Steinberg, Elizabeth) (Entered: 08/29/2012)
09/27/2012	<u>270</u> (5 pgs)	Order Granting First and Final Application For Compensation (Related Doc # <u>259</u>) for Marshack Hays LLP, fees awarded: \$343,310.50, expenses awarded: \$3,284.29 - Signed on 9/27/2012. (I, deputy clerk who is making this entry, certify that service on all parties under Section II was completed, Ngo, Kim) (Entered: 09/27/2012)
11/15/2012	<u>271</u> (20 pgs)	Emergency motion for Order Approving the Transfer of Properties Commonly Known As 1). 1281 Rockland Drive, Saint Helena, CA 94574; 2). 2270 Nashville Ave., Henderson, Nevada 89052; and 3). 708 Black Canyon Cove, Boulder City, Nevada 89005 Through A Short Sale; Memorandum of Points and Authorities; Declaration of Richard A. Parks; with Proof of Service Filed by Joint Debtor Lucy Parks, Debtor Richard Parks (Marshack, Richard) (Entered: 11/15/2012)

11/19/2012	<u>272</u> (5 pgs)	Order Granting Debtors' Emergency Motion for Order Approving the Transfer of Property Commonly Known As: 1. 1281 Rockland Drive, Saint Helena, CA 94574; 2. 2270 Nashville Av., Henderson Nevada; and 3. 708 Black Canyon Cove, Boulder City, Nevada 89005 Through a Short Sale. Related Doc # <u>271</u>) Signed on 11/19/2012 (Steinberg, Elizabeth) (Entered: 11/19/2012)
11/21/2012	<u>273</u> (7 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) <u>272</u> Order (Generic)) No. of Notices: 11. Notice Date 11/21/2012. (Admin.) (Entered: 11/21/2012)
09/11/2013	<u>274</u> (27 pgs)	Monthly Operating Report. Operating Report Number: 20. For the Month Ending 4/30/12 ; <i>with Proof of Service</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks. (Marshack, Richard) (Entered: 09/11/2013)
09/11/2013	<u>275</u> (30 pgs)	Monthly Operating Report. Operating Report Number: 21. For the Month Ending 5/31/12 ; <i>with Proof of Service</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks. (Marshack, Richard) (Entered: 09/11/2013)
09/11/2013	<u>276</u> (26 pgs)	Monthly Operating Report. Operating Report Number: 22. For the Month Ending 6/30/12 ; <i>with Proof of Service</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks. (Marshack, Richard) (Entered: 09/11/2013)
05/02/2014	<u>277</u> (4 pgs)	Notice of Increased Hourly Rates for Marshack Hays LLP; <i>with Proof of Service</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks. (Hays, D) (Entered: 05/02/2014)
08/20/2014	<u>278</u> (94 pgs)	Motion for Final Decree <i>Motion for Entry of Discharge and Final Decree and for Order Terminating and/or Cancelling the Liens of Wells Fargo and California Bank and Trust; Declaration of Richard Parks and Lucy Parks in Support; with proof of Service [9/10/14 and 10:00 a.m.]</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks (Marshack, Richard) (Entered: 08/20/2014)
08/20/2014	<u>279</u> (7 pgs)	Notice of motion/application Filed by Joint Debtor Lucy Parks, Debtor Richard Parks (RE: related document(s) <u>278</u> Motion for Final Decree <i>Motion for Entry of Discharge and Final Decree and for Order Terminating and/or Cancelling the Liens of Wells Fargo and California Bank and Trust; Declaration of Richard Parks and Lucy Parks in Support; with proof of Service [9/10/14 and 10:00 a.m.]</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks). (Marshack, Richard) (Entered: 08/20/2014)
08/20/2014	280	Hearing Set (RE: related document(s) <u>278</u> Final Decree filed by Debtor Richard Parks, Joint Debtor Lucy Parks) The Hearing date is set for 9/10/2014 at 10:00 AM at Crtrm 5B, 411 W Fourth St., Santa Ana, CA 92701. The case judge is Theodor Albert (Deramus, Glenda) (Entered: 08/22/2014)
09/10/2014	<u>281</u> (6 pgs)	Status report <i>List of Disbursements Made in Third Quarter Filed Pursuant to the Request of the Office of the United States Trustee at the September 10, 2014 Hearing on Debtors' Motion for Entry of Discharge and Final Decree and for Order Terminating and/or Cancelling the Liens of Wells Fargo and California Bank and Trust; with proof of Service</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks (RE: related document(s) <u>278</u> Motion for Final Decree <i>Motion for Entry of Discharge and Final Decree and for Order Terminating and/or Cancelling the Liens of Wells Fargo and California Bank and Trust; Declaration of Richard Parks and Lucy Parks in Support; with proof of Service [].</i> (Wood, David) (Entered: 09/10/2014)

09/10/2014	282	Hearing Held (RE: related document(s) <u>278</u> Final Decree filed by Debtor Richard Parks, Joint Debtor Lucy Parks) - MOTION IS GRANTED WITH THE PROVISION THAT A FINAL DISBURSEMENT REPORT WILL BE FILED. DEBTOR HAS A CREDIT BALANCE WITH THE U.S. TRUSTEE IN THE AMOUNT OF \$4,875 IN U.S. TRUSTEE FEES WHICH IS SUFFICIENT TO PAY THE FEE THAT WILL BE DUE. DISBURSEMENT REPORT IS TO BE FILED/SUBMITTED TO THE U.S. TRUSTEE (cr:peres) (Steinberg, Elizabeth) (Entered: 09/10/2014)
09/12/2014	<u>283</u> (2 pgs)	Order Granting Debtor's for Entry of Discharge and Final Decree and for Order Terminating and/or Cancelling the Liens of Wells Fargo and California Bank and Trust. (BNC-PDF) (Related Doc # <u>278</u>) Signed on 9/12/2014 (Steinberg, Elizabeth) (Entered: 09/12/2014)
09/14/2014	<u>284</u> (4 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) <u>283</u> Order on Motion for Final Decree (BNC-PDF)) No. of Notices: 1. Notice Date 09/14/2014. (Admin.) (Entered: 09/14/2014)
09/17/2014	<u>285</u> (1 pg)	DISCHARGE OF DEBTOR - Chapter 11 for Both Debtors (BNC) (Steinberg, Elizabeth) (Entered: 09/17/2014)
09/19/2014	<u>286</u> (5 pgs)	BNC Certificate of Notice (RE: related document(s) <u>285</u> DISCHARGE OF DEBTOR - Chapter 11 (BNC)) No. of Notices: 40. Notice Date 09/19/2014. (Admin.) (Entered: 09/19/2014)
09/29/2014	287	Bankruptcy Case Closed - FINAL DECREE. The plan of reorganization in the above referenced case has been fully implemented. An application for a Final Decree closing this case was granted by the Court and this case is therefore closed. (RE: related document(s) <u>1</u> Voluntary Petition (Chapter 11) filed by Debtor Richard Parks, Joint Debtor Lucy Parks, <u>3</u> Meeting of Creditors Chapter 11 & 12, <u>35</u> Notice of Hearing filed by Debtor Richard Parks, Joint Debtor Lucy Parks, Update Proof of Claim Deadline, <u>113</u> Notice of Hearing filed by Debtor Richard Parks, Joint Debtor Lucy Parks, Hearing (Bk Motion) Set, Hearing (Bk Motion) Continued, Hearing (Bk Motion) Continued, Hearing (Bk Motion) Continued, 173 Hearing (Bk Motion) Continued, <u>174</u> Notice of Hearing filed by Debtor Richard Parks, Joint Debtor Lucy Parks, 185 Hearing (Bk Motion) Continued, <u>188</u> Notice of Hearing filed by Debtor Richard Parks, Joint Debtor Lucy Parks, <u>198</u> Amended Disclosure Statement filed by Debtor Richard Parks, Joint Debtor Lucy Parks) (Allen, Gloria) (Entered: 09/29/2014)
09/29/2014		Receipt of Certification Fee - \$22.00 by 08. Receipt Number 80060398. (admin) (Entered: 09/30/2014)

PACER Service Center			
Transaction Receipt			
08/10/2016 17:59:29			
PACER Login:	SWSharedPACER:4499231:4398876	Client Code:	64709.00209
Description:	Docket Report	Search Criteria:	8:10-bk-21738-TA Fil or Ent: filed From:

			8/1/2009 To: 8/10/2016 Doc From: 0 Doc To: 99999999 Term: included Format: html Page counts for documents: included
Billable Pages:	30	Cost:	3.00

EXHIBIT J

EXHIBIT J

Please mail tax statement and
when recorded mail to:
S F R Investments Pool 1, LLC
5030 Paradise Rd., B-214
Las Vegas, NV 89119

Inst #: 201303060001614
Fees: \$18.00 N/C Fee: \$0.00
RPTT: \$71.40 Ex: #
03/06/2013 11:33:13 AM
Receipt #: 1522795
Requestor:
NORTH AMERICAN TITLE SUNSET
Recorded By: DXI Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER

FORECLOSURE DEED

APN # 178-19-712-012
North American Title #37570

NAS # N71222

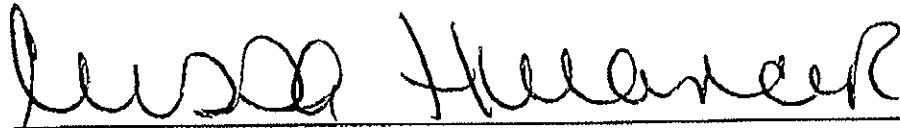
The undersigned declares:

Nevada Association Services, Inc., herein called agent (for the Copper Ridge Community), was the duly appointed agent under that certain Notice of Delinquent Assessment Lien, recorded May 24, 2012 as instrument number 0002436 Book 20120524, in Clark County. The previous owner as reflected on said lien is Lucia Parks. Nevada Association Services, Inc. as agent for Copper Ridge Community does hereby grant and convey, but without warranty expressed or implied to: S F R Investments Pool 1, LLC (herein called grantee), pursuant to NRS 116.31162, 116.31163 and 116.31164, all its right, title and interest in and to that certain property legally described as: GREEN VALLEY RANCH PHASE 3, PARCEL 40, PLAT BOOK 71, PAGE 68, LOT 5, BLOCK 5 Clark County

AGENT STATES THAT:

This conveyance is made pursuant to the powers conferred upon agent by Nevada Revised Statutes, the Copper Ridge Community governing documents (CC&R's) and that certain Notice of Delinquent Assessment Lien, described herein. Default occurred as set forth in a Notice of Default and Election to Sell, recorded on 7/19/2012 as instrument # 0001226 Book 20120719 which was recorded in the office of the recorder of said county. Nevada Association Services, Inc. has complied with all requirements of law including, but not limited to, the elapsing of 90 days, mailing of copies of Notice of Delinquent Assessment and Notice of Default and the posting and publication of the Notice of Sale. Said property was sold by said agent, on behalf of Copper Ridge Community at public auction on 3/1/2013, at the place indicated on the Notice of Sale. Grantee being the highest bidder at such sale, became the purchaser of said property and paid therefore to said agent the amount bid \$14,000.00 in lawful money of the United States, or by satisfaction, pro tanto, of the obligations then secured by the Delinquent Assessment Lien.

Dated: March 1, 2013



By Elissa Hollander, Agent for Association and Employee of Nevada Association Services

On March 1, 2013, before me, M. Blanchard, personally appeared Elissa Hollander personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same in his/her authorized capacity, and that by signing his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and seal.

(Signature)



M. Blanchard

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

a. 178-19-712-012
b. _____
c. _____
d. _____

2. Type of Property:

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

FOR RECORDERS OPTIONAL USE ONLY
Book _____ Page: _____
Date of Recording: _____
Notes: _____

3.a. Total Value/Sales Price of Property \$ 14,000.00
b. Deed in Lieu of Foreclosure Only (value of property (_____))
c. Transfer Tax Value: \$ 14,000.00
d. Real Property Transfer Tax Due \$ 71.40

4. If Exemption Claimed:

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

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that 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: Agent
Signature _____ Capacity: _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: Nevada Association Services
Address: 6224 W. Desert Inn Rd.
City: Las Vegas
State: NV Zip: 89146

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: S F R Investments Pool 1, LLC
Address: 5030 Paradise Rd., B-214
City: Las Vegas
State: NV Zip: 89119

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

North American Title Company _____
8485 W. Sunset Road #111 _____
Las Vegas, NV 89113 _____

Escrow # 37570 / N71222
State: _____ Zip: _____

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

EXHIBIT K

EXHIBIT K

<p>Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address</p> <p>Todd S. Garan (SBN 236878) tgaran@piteduncan.com Matthew R. Clark (SBN 271054) mclark@piteduncan.com PITE DUNCAN, LLP 4375 Jutland Drive, Suite 200 P.O. Box 17933 San Diego, CA 92177-0933 Telephone: (858)750-7600 Facsimile: (619) 590-1385</p> <p><input checked="" type="checkbox"/> Attorney for Movant(s) <input type="checkbox"/> Movant(s) appearing without an attorney</p>		<p>FOR COURT USE ONLY</p>	
<p>UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - SANTA ANA DIVISION</p>			
<p>In re:</p> <p>RICHARD PARKS AND LUCY PARKS ,</p> <p>Debtor(s).</p>		<p>CASE NO.: 8:10-bk-21738-TA CHAPTER: 11</p>	
		<p>NOTICE OF MOTION AND MOTION FOR RELIEF FROM THE AUTOMATIC STAY UNDER 11 U.S.C. § 362 (WITH SUPPORTING DECLARATIONS) REGARDING REAL PROPERTY</p>	
		<p>DATE: July 24, 2012 TIME: 10:30 A.M. CTRM: 5B</p>	
<p>MOVANT (name of): US BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR WELLS FARGO ASSET SECURITIES CORPORATION, MORTGAGE PASS-THROUGH CERTIFICATES SERIES 2006-AR4</p>			

Movant is the (check one)

- ☐ Holder of Deed of Trust
☒ Assignee of Holder of Deed of Trust
☐ Servicing Agent for Holder of Deed of Trust or Assignee of Holder of Deed of Trust
1. NOTICE IS HEREBY GIVEN to the Debtor and trustee (*if any*)(Responding Parties), their attorneys (*if any*), and other interested parties that on the above date and time and in the stated courtroom, Movant in the above-captioned matter will move this court for an Order granting relief from the automatic stay as to Debtor and Debtor's bankruptcy estate on the grounds set forth in the attached Motion.
2. Hearing Location: ☐ 255 East Temple Street, Los Angeles ☒ 411 West Fourth Street, Santa Ana
☐ 21041 Burbank Boulevard, Woodland Hills ☐ 1415 State Street, Santa Barbara
☐ 3420 Twelfth Street, Riverside

3. a. ☒ This Motion is being heard on REGULAR NOTICE pursuant to LBR 9013-1. If you wish to oppose this Motion, you must file a written response to this Motion with the court and serve a copy of it upon the Movant's attorney (or upon Movant, if the Motion was filed by an unrepresented individual) at the address set forth above no less than 14 days before the above hearing and appear at the hearing of this Motion.
- b. ☐ This Motion is being heard on SHORTENED NOTICE. If you wish to oppose this Motion, you must appear at the hearing. Any written response or evidence may be filed and served:
- ☐ at the hearing ☐ at least _____ days before the hearing.
- (1) ☐ A Motion for Order Shortening Time was not required according to the calendaring procedures of the assigned judge.
- (2) ☐ A Motion for Order Shortening Time was filed pursuant to LBR 9075-1(b) and was granted by the court, and such motion and order have been or are being served upon the Debtor and trustee, if any.
- (3) ☐ A Motion for Order Shortening Time has been filed and is pending. Once the court has ruled on that Motion, you will be served with another notice or an order that will specify the date, time and place of the hearing on the attached Motion and the deadline for filing and serving a written opposition to the Motion, if any.
4. You may contact the clerk's office to obtain a copy of an approved court form for use in preparing your response (*Optional Court Form F 4001-1M.RES*), or you may prepare your response using the format required by LBR 9004-1 and the Court Manual.
5. If you fail to file a written response to the Motion, if required, or fail to appear at the hearing, the court may treat such failure as a waiver of your right to oppose the Motion and may grant the requested relief.

Date: July 2, 2012

Respectfully submitted,

US Bank National Association, as Trustee for Wells Fargo
Asset Securities Corporation, Mortgage Pass-Through
Certificates Series 2006-AR4
Movant name

Pite Duncan, LLP
Printed name of law firm (*if applicable*)

/s/ Todd S. Garan
Signature of individual Movant or attorney for Movant

Todd S. Garan (SBN 236878)
Printed name of individual Movant or attorney for Movant

MOTION FOR RELIEF FROM THE AUTOMATIC STAY¹

1. **The Property at Issue:** Movant moves for relief from the automatic stay with respect to following real property (the Property):

Street address: 2270 Nashville Avenue,
Unit/suite no.:
City, state, zip code: Henderson, Nevada 89052

Legal description or document recording number (including county of recording):

CLARK County; Inst. No. 20060105-0004275

☐ See attached continuation page.

2. **Case History:**

- a. ☒ A voluntary petition under Chapter ☐ 7 ☒ 11 ☐ 12 ☐ 13 was filed on (specify date): 8/23/2010
- b. ☐ An Order of Conversion to Chapter ☐ 7 ☐ 11 ☐ 12 ☐ 13 was entered on (specify date): _____
- c. ☐ Plan, if any, was confirmed on (specify date): _____
- d. ☐ Other bankruptcy cases affecting this Property were pending within the past two years. See attached declaration.

3. **Grounds for Relief from Stay:**

- a. ☒ Pursuant to 11 U.S.C. § 362(d)(1), cause exists to grant Movant the requested relief from stay as follows:
- (1) ☒ Movant's interest in the Property is not adequately protected.
- (a) ☒ Movant's interest in the collateral is not protected by an adequate equity cushion.
- (b) ☐ The fair market value of the Property is declining and payments are not being made to Movant sufficient to protect Movant's interest against that decline.
- (c) ☐ No proof of insurance re Movant's collateral has been provided to Movant, despite borrower's(s') obligation to insure the collateral under the terms of Movant's contract with Debtor.
- (d) ☐ Payments have not been made as required by an Adequate Protection Order previously granted to Movant.
- (2) ☐ The bankruptcy case was filed in bad faith to delay, hinder and defraud Movant.
- (a) ☐ Movant is the only creditor or one of very few creditors listed on the Debtor's master mailing matrix.
- (b) ☐ Non-individual entity was created just prior to bankruptcy filing for the sole purpose of filing bankruptcy.
- (c) ☐ The Debtor filed what is commonly referred to as a "face sheet" filing of only a few pages consisting of the petition and a few other documents. No other Schedules or Statement of Financial Affairs (or chapter 13 Plan, if appropriate) have been filed.
- (d) ☐ Other (see attached continuation page).

- (3) ☐ (Chapter 12 or 13 cases only)
- (a) ☐ Postconfirmation plan payments have not been made to the standing trustee.
- (b) ☐ Postpetition payments due on the note secured by a deed of trust on the Property have not been made to Movant.
- (4) ☒ For other cause for relief from stay, see attachment 3.a.(4); Debtor is surrendering the Property
- b. ☒ Pursuant to 11 U.S.C. § 362(d)(2)(A), Debtor has/have no equity in the Property; and pursuant to § 362(d)(2)(B), the Property is not necessary for an effective reorganization.
- c. ☐ Pursuant to 11 U.S.C. § 362(d)(3), Debtor has/have failed within the later of 90 days after the order for relief or 30 days after the court determined that the Property qualifies as "single asset real estate" as defined in 11 U.S.C. § 101(51B) to file a reasonable plan of reorganization or to commence monthly payments.
- d. ☐ Pursuant to 11 U.S.C. § 362(d)(4), Debtor's filing of the petition was part of a scheme to delay, hinder, and defraud creditors that involved:
- (1) ☐ The transfer of all or part ownership of, or other interest in, the Property without the consent of Movant or court approval; or
- (2) ☐ Multiple bankruptcy filings affecting the Property.
4. ☐ Movant also seeks annulment of the stay so that the filing of the bankruptcy petition does not affect postpetition acts, as specified in the attached declaration(s).
5. **Evidence in Support of Motion:** *(Important Note: Declaration(s) in support of the Motion MUST be attached hereto.)*
- a. ☒ Movant submits the attached declaration(s) on the court's approved forms (if applicable) to provide evidence in support of this Motion pursuant to the LBR.
- b. ☐ Other declaration(s) are also attached in support of this Motion.
- c. ☒ Movant requests that the court consider as admissions the statements made by Debtor under penalty of perjury concerning Movant's claims and the Property set forth in Debtor's schedules. Authenticated copies of the relevant portions of the schedules are attached as Exhibit 4.
- d. ☒ Other evidence (specify): Debtors' Chapter 11 Plan is attached hereto as Exhibit 5
6. ☐ **An optional Memorandum of Points and Authorities is attached to this Motion.**

WHEREFORE, Movant prays that this court issue an Order terminating or modifying the stay and granting the following (specify forms of relief requested):

1. Relief from the stay allowing Movant (and any successors or assigns) to proceed under applicable nonbankruptcy law to enforce its remedies to foreclose upon and obtain possession of the Property.
2. **Movant, or its agents, may, at its option, offer, provide and enter into a potential forbearance agreement, loan modification, refinance agreement or other loan workout or loss mitigation agreement. Movant, through its servicing agent, may contact the Debtor via telephone or written correspondence to offer such an agreement. Any such agreement shall be nonrecourse unless stated in a reaffirmation agreement.**
3. ☐ Annulment of the stay so that the filing of the bankruptcy petition does not affect postpetition acts, as specified in the attached declaration(s).

4. ☒ Additional provisions requested:
- a. ☒ That the 14-day stay described by FRBP 4001(a)(3) is waived.
- b. ☐ That Extraordinary Relief be granted as set forth in the Attachment (*Use Optional Court Form F 4001-1M.ER*).
- c. ☐ For other relief requested, see attached continuation page.
5. If relief from stay is not granted, Movant respectfully requests the court to order adequate protection.

Date: July 2, 2012

Respectfully submitted,

US Bank National Association, as Trustee for Wells Fargo
Asset Securities Corporation, Mortgage Pass-Through
Certificates Series 2006-AR4
Movant name

Pite Duncan, LLP
Printed name of law firm (if applicable)

/s/ Todd S. Garan
Signature of individual Movant or attorney for Movant

Todd S. Garan (SBN 236878)
Printed name of individual Movant or attorney for Movant

ATTACHMENT 3.a.(4)

- ☒ Debtors' Chapter 11 Plan indicates it is the intent of the Debtors to surrender the Real Property in full satisfaction of Movant's secured claim. A copy of the Debtors' Statement of Intent is attached hereto as Exhibit 5.

¹ This Motion for Relief from Automatic Stay shall not constitute a waiver of the within party's right to receive service pursuant to Fed. R. Civ. P. 4, made applicable to this proceeding by Fed. R. Bankr. P. 7004, notwithstanding Pite Duncan, LLP's participation in this proceeding. Moreover, the within party does not authorize Pite Duncan, LLP, either expressly or impliedly through Pite Duncan, LLP's participation in this proceeding, to act as its agent for purposes of service under Fed. R. Bankr. P. 7004.

REAL PROPERTY DECLARATION

I, (name of Declarant) Lakisha T. Flucker, declare as follows:

1. I have personal knowledge of the matters set forth in this declaration and, if called upon to testify, I could and would competently testify thereto. I am over 18 years of age. I have knowledge regarding Movant's interest in the real property that is the subject of this Motion (Property) because (specify):

☐ I am the Movant and owner of the Property.

☐ I manage the Property as the authorized agent for the Movant.

☐ I am employed by Movant as (state title and capacity): _____

☒ Other (specify): See **Attachment 1**.
2. I am one of the custodians of the books, records and files of Movant that pertain to loans and extensions of credit given to Debtor concerning the Property. I have personally worked on books, records and files, and as to the following facts, I know them to be true of my own knowledge or I have gained knowledge of them from the business records of Movant on behalf of Movant, which were made at or about the time of the events recorded, and which are maintained in the ordinary course of Movant's business at or near the time of the acts, conditions or events to which they relate. Any such document was prepared in the ordinary course of business of Movant by a person who had personal knowledge of the event being recorded and had or has a business duty to record accurately such event. The business records are available for inspection and copies can be submitted to the court if required.
3. The Movant is:

☐ Original holder of the beneficial interest in the Property. A true and correct copy of a recorded proof of this interest is attached hereto as Exhibit ____ (e.g. deed of trust).

☒ Assignee of the original holder of the beneficial interest in the Property. A true and correct copy of recorded proof of this interest is attached hereto as Exhibit 3. (E.g., allonge, assignment, et.al.)

☐ Servicing or subservicing agent pursuant to a servicing agreement or other documented authorization to act as Movant for the owner of the beneficial interest. Attached hereto as Exhibit __ is a true and correct copy of the relevant part of the document which reflects authority to act as Movant for the owner of the beneficial interest.
4. a. The address of the Property that is the subject of this Motion is:

Street address: 2270 Nashville Avenue,
Unit/suite no.: _____
City, state, zip code: Henderson, Nevada 89052

b. The legal description or document recording number (including county of recording) set forth in Movant's deed of trust is attached as Exhibit 2.

☐ See attached page.
5. Type of property: (check all applicable boxes):

a. <input type="checkbox"/> Debtor=s(s') principal residence	b. <input checked="" type="checkbox"/> Other single family residence
c. <input type="checkbox"/> Multi-unit residential	d. <input type="checkbox"/> Commercial
e. <input type="checkbox"/> Industrial	f. <input type="checkbox"/> Vacant land
g. <input type="checkbox"/> Other (specify): _____	

6. Nature of Debtor=s interest in the Property:

- a. ☐ Sole owner
- b. ☒ Co-owner(s) (specify): Richard Parks is a co-Debtor but not a co-Borrower
- c. ☐ Lien holder (specify):
- d. ☐ Other (specify):
- e. ☒ Debtor ☒ did ☐ did not list the Property in the schedules filed in this case.
- f. ☐ Debtor acquired the interest in the Property by ☐ grant deed ☐ quitclaim deed ☐ trust deed
- The deed was recorded on: _____

7. Amount of Movant=s claim with respect to the Property:

	PREPETITION	POSTPETITION	TOTAL
a. Principal:	\$	\$	\$312,182.16
b. Accrued interest:	\$	\$	\$49,007.79
c. Late charges	\$	\$	\$2,618.46
d. Costs (attorney's fees, other costs):	\$	\$	\$3,015.46
e. Advances (property taxes, insurance):	\$	\$	\$4,706.84
f. Less suspense account or partial balance paid:	\$ []	\$ []	\$[11.16]
g. TOTAL CLAIM as of: 5/24/2012	\$	\$	\$371,519.55
h. <input type="checkbox"/> Loan is all due and payable because it matured on (specify date): _____			

8. Movant holds a ☒ deed of trust ☐ judgment lien ☐ other (specify) _____
that encumbers the Property.

- a. A true and correct copy of the document as recorded is attached as Exhibit 2.
- b. A true and correct copy of the promissory note or other document that evidences the Movant=s claim is attached as Exhibit 1.
- c. ☒ A true and correct copy of the assignment(s) transferring the beneficial interest under the note and deed of trust to Movant is attached as Exhibit 3.

9. Status of Movant=s foreclosure actions relating to the Property (fill the date or check the box confirming no such action has occurred):

- a. Notice of default recorded on the following date: _____ or none recorded ☒
- b. Foreclosure sale originally scheduled for the following date: _____ or none scheduled ☒
- c. Foreclosure sale currently scheduled for the following date: _____ or none scheduled ☒
- d. Foreclosure sale already held on the following date: _____ or none held ☒
- e. Trustee=s deed on sale already recorded on the following date: _____ or none recorded ☒

10. Attached (optional) hereto as Exhibit _____ is a true and correct copy of a POSTPETITION statement of account that accurately reflects the dates and amounts of all charges assessed to and payments made by the Debtor since the petition date.

11. ☒ (chapter 7 and 11 cases only):

Status of Movant's loan:

- a. Amount of current monthly payment: \$ 2,249.23 for the month of June 2012.
- b. Number of payments that have come due and were not made: 33. Total amount: \$ 69,923.25

c. Future payments due by time of anticipated hearing date (if applicable):

An additional payment of \$ 2,249.23 will come due on July 1, 2012, and on the 1st day of each month thereafter. If the payment is not received within 15 days of said due date, a late charge of \$ _____ will be charged to the loan.

d. The fair market value of the entire Property is \$ 175,000.00, established by:

- ☐ Appraiser's declaration with appraisal is attached herewith as Exhibit _____.
☐ A real estate broker or other expert's declaration regarding value is attached as Exhibit _____.
☐ A true and correct copy of relevant portion(s) of Debtor's schedules is attached as Exhibit _____.
☒ Other (specify): Debtors' Chapter 11 Plan is attached hereto as Exhibit 5

e. Calculation of equity in Property:

Based upon ☐ preliminary title report ☒ Debtor's admissions in the schedules filed in this case, the Property is subject to the following deed(s) of trust or lien(s) in the amounts specified securing the debt against the Property:

	<u>Name of Holder</u>	<u>Amount as Scheduled by Debtor (if any)</u>	<u>Amount known to Declarant and Source</u>
1st deed of trust:	Movant	312,600.82	371,519.55
2nd deed of trust:			
3rd deed of trust:			
Judgment liens:			
Taxes:			
Other:			

TOTAL DEBT: \$371,519.55

f. Evidence establishing the existence of the above deed(s) of trust and lien(s) is attached as Exhibits 4 & 5 and consists of:

- ☐ Preliminary title report
☒ Relevant portions of Debtor's schedules as filed in this case
☒ Other (specify): Debtors' Chapter 11 Plan

g. Subtracting the deed(s) of trust and other lien(s) set forth above from the value of the Property as set forth in Paragraph 11d above, the Debtor's equity in the Property is \$ [196,519.55] (' 362(d)(2)(A)).

h. The value of the equity cushion in the Property exceeding Movant's debt and any lien(s) senior to Movant is \$ [196,519.55] (' 362(d)(1)).

i. Estimated costs of sale: \$ 14,000.00 (estimate based upon 8 % of estimated gross sales price).

j. The fair market value of the Property is declining based on or due to:

12. ☐ (Chapter 12 and 13 cases only)

Chapter 12 or 13 case status information:

- a. A 341(a) Meeting currently scheduled for (or concluded on) the following date:
Confirmation hearing currently scheduled for (or concluded on) the following date:
Plan was confirmed on the following date (if applicable):

Postpetition payments due BUT REMAINING UNPAID since the filing of the case:

(Number of)	payment(s) due at	\$	Each = \$
(Number of)	payment(s) due at	\$	Each = \$
(Number of)	payment(s) due at	\$	Each = \$
(Number of)	payment(s) due at	\$	Each = \$
(Number of)	late charges at	\$	Each = \$
(Number of)	late charges at	\$	Each = \$
(Number of)	late charges at	\$	Each = \$
(Number of)	late charges at	\$	Each = \$

(See attachment for additional breakdown or information attached as Exhibit _____.)

b. Postpetition advances or other charges due but unpaid: \$
(See attachment for details of type and amount attached as Exhibit _____.)

c. Attorneys' fees and costs \$
(See attachment for details of type and amount attached as Exhibit _____.)

d. Less suspense account or partial paid balance \$[]

TOTAL POSTPETITION DELINQUENCY: \$

e. Future payments due by time of anticipated hearing date (if applicable):
An additional payment of \$_____ will come due on _____, and on
the _____ day of each month thereafter. If the payment is not received by the _____ day of the month, a late
charge of \$_____ will be charged to the loan.

f. Amount and date of the last 3 postpetition payments received in good funds, regardless of how applied, from the
Debtor, if applicable:
\$_____ received on _____
\$_____ received on _____
\$_____ received on _____

g. ☐ The claim is provided for in the chapter 12 or 13 Plan. Plan payment history is attached as Exhibit _____.

h. ☐ See attached declaration(s) of chapter 12 or 13 Trustee regarding receipt of payments under the plan (attach
LBR Form F 4001-1M.13).

13. ☐ Movant has not been provided with evidence that the Property is currently insured, as required under the terms of
the loan.

14. ☐ The court determined on _____ that the Property qualifies as "single asset real estate" as defined in
11 U.S.C. § 101(51B). More than 90 days have passed since the filing of the petition, more than 30 days have
passed since the court determined that the Property qualifies as single asset real estate; the Debtor has not filed
a plan of reorganization that has a reasonable possibility of being confirmed within a reasonable time; or the
Debtor has not commenced monthly payments to Movant as required by 11 U.S.C. § 362(d)(3).

15. ☐ See attached continuation page for facts establishing that the bankruptcy case was filed in bad faith to delay,
hinder, and or defraud Movant.

16. ☐ The filing of the petition was part of a scheme to delay, hinder, and defraud creditors that involved:

a. ☐ The transfer of all or part ownership of, or other interest in, the Property without the consent of Movant or
court approval. See attached continuation page for facts establishing the scheme.

b. ☐ Multiple bankruptcy filings affecting the Property. The multiple bankruptcy filings include the following cases:

1. Case name: Chapter: Date dismissed: Date discharged:
Case number: Date filed:
Relief from stay re this Property ☐ was ☐ was not granted.

2. Case name: Chapter: Date dismissed: Date discharged:
Case number: Date filed:
Relief from stay re this Property ☐ was ☐ was not granted.

3. Case name: Chapter: Date dismissed: Date discharged:
Case number: Date filed:
Relief from stay re this Property ☐ was ☐ was not granted.

- ☐ See attached continuation page for more information about other bankruptcy cases affecting the Property.
- ☐ See attached continuation page for facts establishing that the multiple bankruptcy cases were part of a scheme to delay, hinder, and defraud creditors.

17. ☐ Movant seeks annulment of the automatic stay so that the filing of the bankruptcy petition does not affect any and all of the enforcement actions set forth in paragraph 8 above that were taken after the filing of the bankruptcy petition in this case.
- a. ☐ These actions were taken by Movant without knowledge of the bankruptcy filing, and Movant would have been entitled to relief from stay to proceed with these actions.
- b. ☐ Although Movant knew about the bankruptcy filing, Movant had previously obtained relief from stay to proceed with these enforcement actions in prior bankruptcy cases affecting this Property as set forth in Exhibit _____ attached hereto.
- c. ☐ For other facts justifying annulment, see attached continuation page.

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

Date: 6/27/2012

Lakisha T. Flucker

Printed Declarant's name
VP of Loan Documentation

Lakisha T. Flucker

Signature of Declarant
VP of Loan Documentation

ATTACHMENT 1.

Movant: US BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR WELLS FARGO ASSET
SECURITIES CORPORATION, MORTGAGE PASS-THROUGH CERTIFICATES SERIES
2006-AR4

I, Lakisha T. Flucker, declare:

1. I am over 18 years of age and am employed as a VP of Loan Documentation by Wells Fargo Home Mortgage ("WFHM"), a division of Wells Fargo Bank, N.A. In such capacity, I am authorized to make this declaration regarding the loan described below (the "Loan"). If called to testify in this matter, I would testify under oath as to the following:
2. I have access to and am familiar with WFHM's books and records regarding the Loan, WFHM's servicing records, and copies of the applicable Loan documents. I am familiar with the manner in which WFHM maintains its books and records, including computer records relating to the servicing of the Loan. WFHM's records are made at or near the time of the occurrence of the matters set forth in such records, by an employee or representative with knowledge of the acts or events recorded. Such records are obtained, kept and maintained by WFHM in the regular course of WFHM's business. WFHM relies on such records in the ordinary course of its business.
3. WFHM has the contractual right and responsibility to service the Loan on US Bank National Association, as Trustee for Wells Fargo Asset Securities Corporation, Mortgage Pass-Through Certificates Series 2006-AR4's behalf.
4. As the loan servicer, WFHM acts as an agent for US Bank National Association, as Trustee for Wells Fargo Asset Securities Corporation, Mortgage Pass-Through Certificates Series 2006-AR4 and is generally responsible for the administration of the Loan until the loan is paid in full, assigned to another creditor, or the servicing rights are transferred. Administering the Loan includes, among other things, sending monthly payment statements, collecting monthly payments, maintaining records of payments and balances, collecting and paying taxes and insurance (and managing escrow and impound funds), remitting monies to US Bank National Association, as Trustee for Wells Fargo Asset Securities Corporation, Mortgage Pass-Through Certificates Series 2006-AR4, following up on loan delinquencies, home loan workouts and home retention programs, and other general customer service functions. Further, in the event of a default under the terms of the Loan, WFHM is authorized by US Bank National Association, as Trustee for Wells Fargo Asset Securities Corporation, Mortgage Pass-Through Certificates Series 2006-AR4 and under applicable law to enforce the terms of the subject deed of trust.
5. According to WFHM's books and records, the Loan is evidenced by a promissory note executed by Lucia Parks and dated December 30, 2005, in the original principal amount of \$331,500.00 (the "Note"). See Exhibit 1.
6. WFHM records reflect that the Note is indorsed and payable in blank. See Exhibit 1.

7. The Note is secured by a deed of trust (the "Deed of Trust") relating to the real property commonly known as 2270 Nashville Avenue, Henderson, Nevada 89052 (the "Property"). The Deed of Trust reflects that it was duly recorded. See Exhibit 2.
8. Copies of the Note and Deed of Trust which are attached hereto as Exhibits 1 and 2 are true and correct copies of said documents contained in WFHM's business records.
9. The Deed of Trust was assigned to US Bank National Association, as Trustee for Wells Fargo Asset Securities Corporation, Mortgage Pass-Through Certificates Series 2006-AR4. A copy of the Assignment of Deed of Trust is attached hereto as Exhibit 3.
10. WFHM has retained counsel to represent it in this matter, and is thereby incurring attorneys' fees and expenses in this matter.

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:
4375 Jutland Drive, Suite 200
P.O. Box 17933
San Diego, CA 92177-0933

A true and correct copy of the foregoing document described as **NOTICE OF MOTION AND MOTION FOR RELIEF FROM THE AUTOMATIC STAY UNDER 11 U.S.C. § 362 (WITH SUPPORTING DECLARATIONS) REGARDING REAL PROPERTY** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Order(s) and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On July 2, 2012, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following person(s) are on the Electronic Mail Notice List to receive NEF transmission at the email address(es) stated below:

Charles Liu	cliu@marshackhays.com
United States Trustee (SA)	ustpregion16.sa.ecf@usdoj.gov
J Alexander Rhim	arhim@buchalter.com
Richard A Marshack	rmarshack@marshackhays.com

☐ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL OR OVERNIGHT MAIL(state method for each person or entity served):

On July 2, 2012, I served the following person(s) and/or entity(ies) at the last known address(es) in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and/or with an overnight mail service addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

- Hon Theodor Albert, U.S. Bankruptcy Court, Ron Reagan Fed Bldg, 411 W 4th St, Ste 5085, Santa Ana, CA 92701-4593
- American Express, c/o Managing/Servicing Agent, PO Box 981535, El Paso, TX 79998-1531
- JP Morgan Chase Bank, c/o Managing/Servicing Agent, PO Box 15298, Wilmington, DE 19850
- Bank of America c/o Managing/Servicing Agent, PO Box 15019, Salt Lake City, UT 84130
- City of Aliso Viejo, c/o Managing/Servicing Agent, 12 Journey, Aliso Viejo, CA 92656
- American Security Bank, c/o Managing/Servicing Agent, 1401 Dove St, Ste 100, Newport Beach, CA 92660
- East West Bank, c/o Managing/Servicing Agent, 135 N. Los Robles Ave, 7th Fl, Pasadena, CA 91101
- Keybank National Assoc, c/o Managing/Servicing Agent, 1675 Broadway, Denver, CO 80202
- PPG Auto Glass, c/o Managing/Servicing Agent, One PPG Place, Pittsburgh, PA 15272
- Rutan Tucker, c/o Managing/Servicing Agent, 611 Anton Blvd, Ste 1400, Costa Mesa, CA 92626
- California Bank and Trust, c/o Managing/Servicing Agent, 1401 W. Whitier Blvd, La Habra, CA 90631
- CDR Investments, c/o Managing/Servicing Agent, 23882.Medinah Lane, Laguna Niguel, 92677
- Richard Parks and Lucy Parks, Post Office Box 7029, Capistrano Beach, CA 92624

☐ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on _____, I served the following person(s) and/or entity(ies) by personal delivery, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

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

Date: July 2, 2012

Signature: /s/ CHRIS GUERRERO

Printed Name: Chris Guerrero

FIXED/ADJUSTABLE RATE NOTE

(One-Year Treasury Index - Rate Caps)

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

DECEMBER 30, 2005

[Date]

LAS VEGAS

[City]

NEVADA

[State]

2270 NASHVILLE AVENUE, HENDERSON, NV 89052

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ *****331,500.00 (this amount is called "Principal"), plus interest, to the order of Lender. Lender is **WELLS FARGO BANK, N.A.**

I will make all payments under this Note in the form of cash, check or money order.

I understand that Lender may transfer this Note. Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of **6.125** %. The interest rate I will pay may change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payments on the first day of each month beginning on **FEBRUARY 01, 2006**.

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on **JANUARY 01, 2036**, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at **WELLS FARGO HOME MORTGAGE, P.O. BOX 10304, DES MOINES, IA 503060304**

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

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ ***2,014.23**. This amount may change.

(C) Monthly Payment Changes


Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

4. 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 **JANUARY, 2016**, and the adjustable interest rate I will pay may change on that day every 12th month thereafter.

MULTISTATE FIXED/ADJUSTABLE RATE NOTE - ONE-YEAR TREASURY INDEX - Single Family - Fannie Mae UNIFORM INSTRUMENT

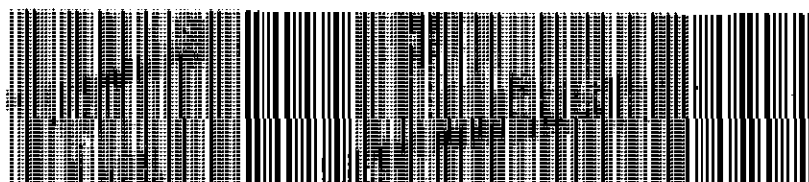
 843N (0006)

Form 3522 1/01

VMP MORTGAGE FORMS - (800)521-7291

Page 1 of 5

Initials: 



Page 15

Exhibit 1

SAP170

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 weekly average yield on United States Treasury securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. 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 THREE-QUARTERS** percentage points (**2.750** %) 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 **11.125** % or less than **2.750** %. 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 **11.125** %.

(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.

5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under this Note.

I may make a full Prepayment or partial Prepayments without paying any Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of this Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me that exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of **15** calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be **5.000** % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal that has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Unless the Note Holder requires a different method, any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses that might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions read as follows:

(A) Until my initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section 4 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.

(B) When my initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section 4 above, Uniform Covenant 18 of the Security Instrument described in Section 11(A) above shall then cease to be in effect, and Uniform Covenant 18 of the Security Instrument shall instead read as follows:

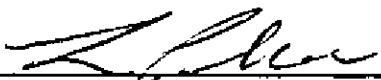
Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales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

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

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements 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.

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



LUCIA PARKS (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

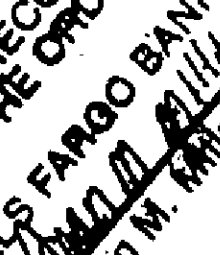
(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

WITHOUT RECOURSE
PAY TO THE ORDER OF
BY 
JOAN M. MILLS, Vice President
WELLS FARGO BANK, N.A.

[Sign Original Only]

Receipt/Conformed Copy

Assessor's Parcel Number:

178-19-712-012

Return To: WFHM FINAL DOCS X9999-01M

1000 BLUE GENTIAN ROAD

EAGAN, MN 55121

Prepared By: WELLS FARGO BANK, N.A.

16855 WEST BERNARDO DR, SUITE 105,
SAN DIEGO, CA 921270000

~~Recording Requested By: WELLS FARGO BANK,~~
N.A.

16855 WEST BERNARDO DR, SUITE 105,
SAN DIEGO, CA 921270000

REDACTED

-[Space Above This Line For Recording Data]

DEED OF TRUST

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated **DECEMBER 30, 2005**, together with all Riders to this document.

(B) "Borrower" is **LUCIA PARKS, A MARRIED PERSON**

Borrower is the trustor under this Security Instrument.

(C) "Lender" is **WELLS FARGO BANK, N.A.**

Lender is a **NATIONAL ASSOCIATION**

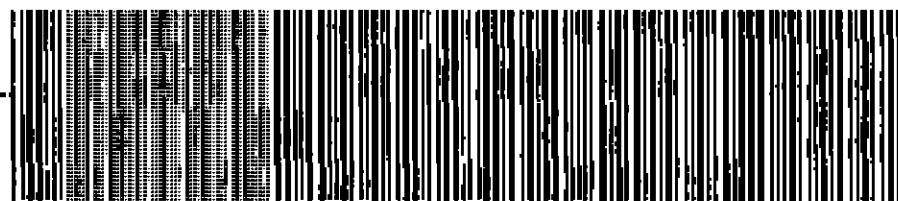
organized and existing under the laws of **THE UNITED STATES**

REDACTED

NEVADA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
NMFL #3029 (NVCD) Rev 9/12/2005

VMP-6(NV) (0507)

Page 1 of 15 Initials: BP
VMP Mortgage Solutions, Inc.
(800)521-7291



Form 3029 1/01

Page 20

Exhibit 2

SAP175

Requestor:

LAWYERS TITLE OF NEVADA

01/05/2006 13:33:52 T20060002824

Book/Instr: 20060105-0004275

Trust Deed Page Count: 26

Fees: \$39.00 N/C Fee: \$0.00

Frances Deane
Clark County Recorder

Lender's address is P.O. BOX 10304, DES MOINES, IA 503060304

Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is 1810 TITLE OF NEVADA

4100 W. FLAMINGO ROAD, #1000, LAS VEGAS, NV 89103

(E) "Note" means the promissory note signed by Borrower and dated DECEMBER 30, 2005

The Note states that Borrower owes Lender THREE HUNDRED THIRTY ONE THOUSAND FIVE
HUNDRED AND 00/100 Dollars

(U.S. \$ *****331,500.00) plus interest. Borrower has promised to pay this debt in regular Periodic
Payments and to pay the debt in full not later than JANUARY 01, 2036

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

(G) "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.

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

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

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

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

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by
check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic
instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial 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.

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

(M) "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.

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

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

(P) "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

Page 21

Exhibit 2

Initials: *AL*

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF:

APN 178-19-712-012

*SEE ADJUSTABLE RATE RIDER

THIS IS A PURCHASE MONEY SECURITY INSTRUMENT.

TAX STATEMENTS SHOULD BE SENT TO: WELLS FARGO HOME MORTGAGE, P.O. BOX
10304, DES MOINES, IA 503060304

Parcel ID Number: 178-19-712-012
2270 NASHVILLE AVENUE
HENDERSON

which currently has the address of

[Street]

[City], Nevada 89052

[Zip Code]

("Property Address"):

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

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

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

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pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

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

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

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

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

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be

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in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

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

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

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

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

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

lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

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

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

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

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

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

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

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

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

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

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

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable

attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

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

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

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

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

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Exhibit 2

Initials: 

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

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

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

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

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

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Exhibit 2

Initials: 

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

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

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

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

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

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

25. Assumption Fee. If there is an assumption of this loan, Lender may charge an assumption fee of U.S. \$ 900.00

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:

LUCIA PARKS (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

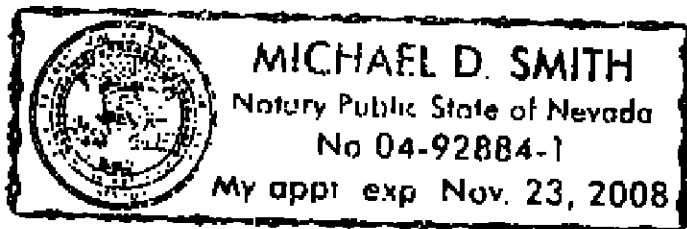
(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

STATE OF NEVADA
COUNTY OF CLARK

This instrument was acknowledged before me on January 4, 2006 by
LUCIA PARKS



Michael D. Smith

Mail Tax Statements To:

WELLS FARGO HOME MORTGAGE, P.O. BOX 10304, DES MOINES, IA 503060304

EXHIBIT "A"

All that certain real property situated in the County of Clark, State of Nevada,
described as follows:

Lot Five (5) in Block Five (5) of Final Map of Parcel 40, a common interest
community, as shown by map thereof on file in Book 71 of Plats, Page 68, in the
Office of the County Recorder of Clark County, Nevada and as amended by that
certain Certificate of Amendment recorded December 18, 1996 as
Instrument/File No. 959 in Book 961218 and as shown on the Amended Final
Map of a portion of Green Valley Rancho Parcel 40, as shown by map thereof on
file in Book 77 of Plats, Page 57, in the Office of the County Recorder of Clark
County, Nevada.

Assessor's Parcel Number: **178-19-712-012**

FIXED/ADJUSTABLE RATE RIDER

(One-Year Treasury Index - Rate Caps)

THIS FIXED/ADJUSTABLE RATE RIDER is made this **30TH** day of **DECEMBER, 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 **WELLS FARGO BANK, N.A.**

("Lender") of the same date and covering the property described in the Security Instrument and located at:
2270 NASHVILLE AVENUE, HENDERSON, NV 89052

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


4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates


The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of **JANUARY, 2016**, 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."

ACTED

MULTISTATE FIXED/ADJUSTABLE RATE RIDER - ONE-YEAR TREASURY INDEX- Single Family - Fannie Mae Uniform Instrument

 **-843R (0006) Form 3182 1/01**

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Initials: 

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(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. 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 THREE-QUARTERS** percentage points (**2.750** %) 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 **11.125** % or less than **2.750** %. 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 **11.125** %.

(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:

Initials: DP

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

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

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

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

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

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


To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements 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

Initials: 

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)	_____ (Seal)
LUCIA PARKS -Borrower	-Borrower

_____ (Seal)	_____ (Seal)
-Borrower	-Borrower

_____ (Seal)	_____ (Seal)
-Borrower	-Borrower

_____ (Seal)	_____ (Seal)
-Borrower	-Borrower

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this **30TH** day of **DECEMBER, 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 (the "Borrower") to secure Borrower's Note to **WELLS FARGO BANK, N.A.**

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: **2270 NASHVILLE AVENUE, HENDERSON, NV 89052**

[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in **COVENANTS, CONDITIONS AND RESTRICTIONS** (the "Declaration"). The Property is a part of a planned unit development known as **GREEN VALLEY RANCH**

[Name of Planned Unit Development]

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

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

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


REDACTED

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

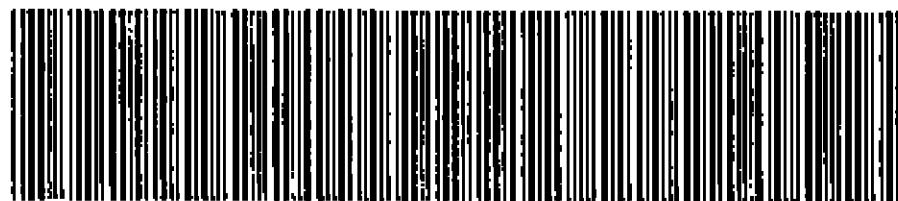
Form 3150 1/01

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Initials: EL

 -7R (0008)

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

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

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

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

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


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

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

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

Initials: 38

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



LUCIA PARKS (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

1-4 FAMILY RIDER (Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 30TH day of DECEMBER, 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 (the "Borrower") to secure Borrower's Note to WELLS FARGO BANK, N.A.

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 2270 NASHVILLE AVENUE, HENDERSON, NV 89052

[Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

ACTED

MULTISTATE 1-4 FAMILY RIDER - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

NMFL# 3170 (14FR) Rev 11/24/2004

VMP-57R (0401).01

Page 1 of 3 Initials: *JS*

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Exhibit 2

SAP198

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Section 19 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until: (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument, and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.


If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.


 _____ (Seal) _____ (Seal)
LUCIA PARKS -Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

NMFL# 3170 (14FR) Rev 11/24/2004

 -57R (0401).01

Page 3 of 3

Inst #: 201206070002928

Fees: \$17.00

N/C Fee: \$0.00

06/07/2012 01:42:56 PM

Receipt #: 1190448

Requestor:

WELLS FARGO BANK, N.A.

Recorded By: OSA Pgs: 1

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN: 178-19-712-
012
State of Nevada
County of ClarkRECORDING REQUESTED BY:
WELLS FARGO BANK, N.A.
2701 WELLS FARGO WAY MAC X9999-
018
MINNEAPOLIS MN 55467-8000**ASSIGNMENT OF MORTGAGE**

For Value Received, the undersigned holder of a Mortgage, **WELLS FARGO BANK, N.A.** (herein "Assignor") whose address is **1 HOME CAMPUS DES MOINES, IA 50328**, does hereby grant, sell, assign, transfer, and convey, unto **US BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR WELLS FARGO ASSET SECURITIES CORPORATION, MORTGAGE PASS-THROUGH CERTIFICATES SERIES 2006-AR4** (herein "Assignee"), whose address is **60 LIVINGSTON AVE, ST. PAUL, MN 55107**, a certain Mortgage dated **12/30/2005** and recorded **01/05/2006**, made and executed by **LUCIA PARKS, A MARRIED PERSON**, to and in favor of **WELLS FARGO BANK, N.A.** upon the following described property. Such Mortgage having been given to secure payment of **\$331500.00** which Mortgage is of record in Book, Volume or Liber No. , at Page , as Document No. **20060105-0004275**, of the Records of **Clark County, State of Nevada**, together with the note(s) and obligations therein described and the money due and to become due thereon with interest, and all rights accrued or to accrue under such Mortgage.

Legal Description:

TO HAVE AND TO HOLD the same unto Assignee, its successor and assigns, forever, subject only to the terms and conditions of the above-described Mortgage.

IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment of Mortgage on **06/07/2012**.

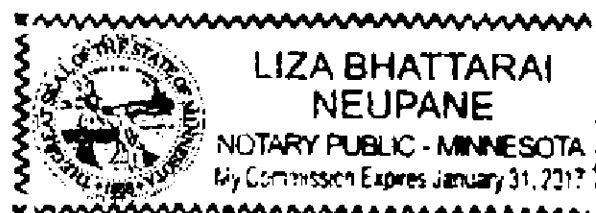
WELLS FARGO BANK, N.A.

MATISSA ABIDE KOUBONOU, Vice President Loan Documentation

STATE OF MN
COUNTY OF Dakota } s.s.

On **06/07/2012**, before me **LIZA BHATTARAI NEUPANE**, Notary Public, personally appeared **MATISSA ABIDE KOUBONOU**, Vice President Loan Documentation personally known to me (or proved to me on the basis of satisfactory evidence), to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person or entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

**LIZA BHATTARAI NEUPANE**
Commission #: **31048005**
My Commission Expires: **01/31/2017**

In re RICHARD AND LUCIA PARKS
Debtor

Case No. 8:10-BK-21738
(If known)

SCHEDULE A - REAL PROPERTY

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a co-tenant, community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If the debtor is married, state whether the husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If an entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D. If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim."

If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

DESCRIPTION AND LOCATION OF PROPERTY	NATURE OF DEBTOR'S INTEREST IN PROPERTY	HUSBAND, WIFE, JOINT, OR COMMUNITY	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION	AMOUNT OF SECURED CLAIM
SEE ATTACHED SCHEDULE				

Total ►
(Report also on Summary of Schedules.)

Property NAME	Property Address	Lender	Principal Balance	Interest	Amount Due	Loan #	Trustee Sale #	Default	Foreclosure	Sale Date
Rockland	1281 Rockland Drive, St. Helena, CA 94574	Wells Fargo	\$999,583.33	6.125%	\$54,269.00	63222236	CA 1000194075	Yes	Yes	9/16/2010
Rockland LOC	N/A	Wells Fargo	\$190,253.03	8.75%	\$0,300.99	05010470441900	CA 1000194075	Yes	Yes	n/a
Nashville	2270 Nashville Avenue, Henderson, NV 89052	Wells Fargo	\$312,600.82	6.125%	\$22,000.00	0061777934	10-40866-WF-NV	Yes	Yes	
113 stone canyon	113 Stone Canyon Court, Boulder City, NV 89005	Wells Fargo	\$694,380.12	6.125%	\$43,798.00	0062010046	10-41352-WF-NV	Yes	Yes	None
31761 Aquacate	31761 Aquacate, SJC, CA 92675	Wells Fargo	\$1,134,637.63	6.375%	\$80,348.20	0074439977	None	Yes	Yes	None
31761 LOC	n/a	Wells Fargo	\$276,841.57	4.240%	\$7,942.11	6505695697198	None	Yes	N/A	None
Black Canyon	708 Black Canyon Cove, Boulder City, NV 89005	Chase	\$419,582.48	7.500%	\$31,146.00	0675055138	140169NV	Yes	Yes	None
31751 Aquacate	31751 Aquacate, SJC, CA 92675	Chase	\$758,896.17	5.750%	\$39,120.00	80423437		Yes	Yes	None
Maple Lane	1100 Maple Lane, Callistoga, CA 94515-9626	Umpqua Bank	\$2,136,074.56	7.000%	\$149,677.00	68709816	607-058488	Yes	Yes	8/27/10
106 Stone Canyon	106 Stone Canyon Court, Boulder City NV 89005	Black Mountain	\$3,900,000.00	6.500%	\$171,480.28	131390				None
			\$10,830,850.51							
					\$608,170.58					

B 6D (Official Form 6D) (12/07)

In re Richard and Lucia Parks
Debtor

Case No. 8:10-BK-21738
(If known)

SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number of all entities holding claims secured by property of the debtor as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. List creditors holding all types of secured interests such as judgment liens, garnishments, statutory liens, mortgages, deeds of trust, and other security interests.

List creditors in alphabetical order to the extent practicable. If a minor child is the creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). If all secured creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H – Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Total the columns labeled "Amount of Claim Without Deducting Value of Collateral" and "Unsecured Portion, if Any" in the boxes labeled "Total(s)" on the last sheet of the completed schedule. Report the total from the column labeled "Amount of Claim Without Deducting Value of Collateral" also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report the total from the column labeled "Unsecured Portion, if Any" on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE AND AN ACCOUNT NUMBER (See Instructions Above.)	CODEBTOR	HUSBAND, WIFE, JOINT, OR COMMUNITY	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
ACCOUNT NO.								
See attached schedule								
			VALUE \$					
ACCOUNT NO.								
			VALUE \$					
ACCOUNT NO.								
			VALUE \$					
Subtotal ► (Total of this page)							\$	\$
Total ► (Use only on last page)							\$	\$

(Report also on Summary of Schedules.)

(If applicable, report also on Statistical Summary of Certain Liabilities and Related Data.)

Exhibit 4

B 6D (Official Form 6D) (12/07) – Cont.

2

In re Richard and Lucia Parks,
Debtor

Case No. 8:10-BK-21738
(if known)

SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS
(Continuation Sheet)

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE AND AN ACCOUNT NUMBER (See Instructions Above.)	CODEBTOR	HUSBAND, WIFE, JOINT, OR COMMUNITY	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
ACCOUNT NO.								
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			VALUE \$					
Sheet no. _____ of _____ continuation sheets attached to Schedule of Creditors Holding Secured Claims							Subtotal (s) ► (Total(s) of this page)	\$ \$
							Total(s) ► (Use only on last page)	\$ \$

(Report also on Summary of Schedules.)

(If applicable, report also on Statistical Summary of Certain Liabilities and Related Data.)

Property NAME	Property Address	Lender	Principal Balance	Interest	Amount Due	Loan #	Trustee Sale #	Default	Foreclosure	Sale Date
Rockland	1281 Rockland Drive, St. Helena, CA 94574	Wells Fargo	\$999,583.33	6.125%	\$54,269.00	63222236	CA 1000194075	Yes	Yes	9/16/2010
Rockland LOC	N/A	Wells Fargo	\$198,253.83	6.75%**	\$8,389.99	65010478441998	CA 1000194075	Yes	Yes	n/a
Nashville	2270 Nashville Avenue, Henderson, NV 89052	Wells Fargo	\$312,600.82	6.125%	\$22,000.00	0061777934	10-40866-WF-NV	Yes	Yes	
113 stone canyon	113 Stone Canyon Court, Boulder City, NV 89005	Wells Fargo	\$694,380.12	6.125%	\$43,798.00	0062010046	10-41352-WF-NV	Yes	Yes	None
31761 Aguacate	31761 Aguacate, SJC, CA 92675	Wells Fargo	\$1,134,637.63	6.375%	\$80,348.20	0074439977	None	Yes	Yes	None
31761 LOC	n/a	Wells Fargo	\$276,841.57	4.240%	\$7,942.11	6505695697198	None	Yes	N/A	None
Black Canyon	708 Black Canyon Cove, Boulder City, NV 89005	Chase	\$419,582.48	7.500%	\$31,146.00	0675055138	140169NV	Yes	Yes	None
31751 Aguacate	31751 Aguacate, SJC, CA 92675	Chase	\$758,896.17	5.750%	\$39,120.00	80423437		Yes	Yes	None
Maple Lane	1100 Maple Lane, Callistoga, CA 94515-9626	Umpqua Bank	\$2,136,074.56	7.000%	\$149,677.00	68709816	607-058488	Yes	Yes	8/27/10
106 Stone Canyon	106 Stone Canyon Court, Boulder City NV 89005	Black Mountain	\$3,900,000.00	6.500%	\$171,480.28	131390				None
			\$10,830,850.51							
					\$608,170.58					

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CHARLES LIU, #190513
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870 Roosevelt Avenue
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Telephone: (949) 333-7777
Facsimile: (949) 333-7778

General Insolvency Counsel for
Debtors and Debtors-in-Possession
RICHARD PARKS and LUCY PARKS

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - SANTA ANA DIVISION

In re:
RICHARD PARKS and LUCY PARKS,
Debtors.

Case No. 8:10-bk-21738-TA

Chapter 11

**DEBTORS' SECOND AMENDED CHAPTER
11 PLAN**

Disclosure Statement Hearing:

Date: April 11, 2012

Time: 10:00 a.m.

Ctrm: 5B

United States Bankruptcy Court
411 W. Fourth Street
Santa Ana, CA 92701

Plan Confirmation Hearing:

Date:

Time:

Ctrm: 5B

United States Bankruptcy Court
411 W. Fourth Street
Santa Ana, CA 92701

**TO THE HONORABLE THEODOR C. ALBERT, UNITED STATES BANKRUPTCY
JUDGE, THE OFFICE OF THE UNITED STATES TRUSTEE, AND ALL OTHER
INTERESTED PARTIES:**

I.

INTRODUCTION

On August 23, 2010, Richard Parks (“Richard”) and Lucy Parks (“Lucy” or “Lucia”), the debtors and debtors-in-possession in the above entitled Chapter 11 proceeding (collectively, the “Debtors”), filed a voluntary petition under Chapter 11 of the Bankruptcy Code (“Code”), 11 U.S.C. § 101 et seq. This document is the Chapter 11 Plan (“Plan”) proposed by the Debtors (“Plan Proponent”). Sent to you in the same envelope as this document is the Disclosure Statement which has been approved by the Court, and which is provided to help you understand the Plan.

This is a reorganizing plan. In other words, the Proponent seeks to accomplish payments under the Plan by using post-bankruptcy income including earnings to make distributions to creditors. The Effective Date of the proposed Plan is 15 days after the order confirming the Plan becomes final, or, if the Debtors’ elect, 15 days after entry of an order confirming the Plan. The automatic stay will be in place until the Debtors are granted a discharge pursuant to Bankruptcy Code section 1141(d)(5).

II.

CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS

A. General Overview

As required by the Bankruptcy Code, the Plan classifies claims and interests in various classes according to their right to priority. The Plan states whether each class of claims or interests is impaired or unimpaired. The Plan provides the treatment each class will receive.

B. Unclassified Claims

Certain types of claims are not placed into voting classes; instead they are unclassified. They are not considered impaired and they do not vote on the Plan because they are automatically entitled to specific treatment provided for them in the Bankruptcy Code. As such, the Proponent has not placed the following claims in a class.

1. Administrative Expenses

Administrative expenses are claims for costs or expenses of administering the

Debtor's Chapter 11 case which are allowed under Code section 507(a)(1). The Code requires that all administrative claims be paid on the Effective Date of the Plan, unless a particular claimant agrees to a different treatment.

The following chart lists all of the Debtor's § 507(a)(1) administrative claims and their treatment under the Plan:

<u>Name</u>	<u>Amount Owed</u>	<u>Treatment</u>
	Est. \$	
Marshack Hays LLP	150,000.00	Paid in full on Effective Date
Clerk's Office Fees	0.00	Paid in Full on Effective Date
Office of the U.S. Trustee Fees	0.00	Paid in full on Effective Date
	TOTAL	
	\$150,000.00	

Court Approval of Fees Required:

The Court must rule on all fees listed in this chart before the fees will be owed. For all fees except Clerk's Office fees and U.S. Trustee's fees, the professional in question must file and serve a properly noticed fee application and the Court must rule on the application. Only the amount of fees allowed by the Court will be owed and required to be paid under this Plan.

As indicated above, the Debtors will need to pay all administrative expenses which are estimated to be in the amount of \$150,000.00, on the Effective Date of the Plan unless administrative claimants have agreed to be paid later or the Court has not yet ruled on the claim. Administrative Claims will be paid out of the \$610,000 pool (the "Payment Pool") for administrative claims, priority claims, general unsecured claims, and post-confirmation amounts owed to the Office of the United States Trustee. As indicated elsewhere in the accompanying Disclosure statement, the Debtors will have \$177,500 of cash on hand within 30 days of the Effective Date of the Plan to fund Administrative Claims and other obligations due on the Effective Date. The source of this cash will be the Debtors' earnings, \$110,00.00 of new value contribution by the Interest Holders, and proceeds of the sale of the Debtors' assets.

2. Priority Tax Claims

Priority tax claims are certain unsecured income, employment and other taxes

described by Code Section 507(a)(8). The Code requires that each holder of such a 507(a)(8) priority tax claim receive the present value of such claim in deferred cash payments, over a period not exceeding five years from the Petition Date. Holders of allowed priority tax claims shall not be entitled to receive any payment on account of post-Petition Date penalties and any claim for such penalties shall be disallowed by the Plan

The following chart lists all of the Debtor's Section 507(a)(8) priority tax claims and their treatment under the Plan:

<u>Description</u>	<u>Amount Owed</u>	<u>Treatment</u>	
Internal Revenue Service Income Tax Year 2008 The IRS filed a proof of claim in the amount of \$235,654.78 but the Debtors dispute this amount and intend to object to the proof of claim. The discrepancy between the IRS' proof of claim amount and the amount of taxes the Debtors believe is due is related to the gain on the sale of a property owned by Parks Diversified located at 31506 Bluff Drive, Laguna Beach in 2008. The gain on that property was taken, properly, by Parks Diversified. However, the escrow company mistakenly issued a 1099 to Lucy Parks individually for the sale of that property.	\$52,404	Payment Interval	Quarterly with balloon payment at end of fifth year after the Petition Date.
		Payment amount per interval	\$2,400.00
		Begin date	First day of the first full month after the Effective Date and every 3 months thereafter.
		End date	August 2015.
		Interest Rate	Determined pursuant to IRC § 6621 as of confirmation of the Plan, currently 3%
		Total Payout Amount	100%

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Franchise Tax Board Income Tax Year 2008	\$29,464	Payment Interval	Quarterly with balloon payment at end of fifth year after the first payment.
		Payment amount per interval	\$1,395.00
		Begin date	First day of the first full month after the Effective Date and every 3 months for 5 years.
		End date	Five years after the first payment
		Interest Rate	4%
		Total Payout Amount	100%

C. Classified Claims and Interests
1. Classes of Secured Claims

Secured claims are claims secured by liens on property of the estate. The following chart lists all classes containing Debtor's secured pre-petition claims and their treatment under this Plan.

<u>CLASS#</u>	<u>DESCRIPTION</u>	<u>INSIDERS</u> (Y/N)	<u>IMPAIRED</u> (Y/N)	<u>TREATMENT</u>
1	Secured claim of • Name = Black Mountain (Bank of Las Vegas) • Collateral description = Real property commonly known as 9112 Vista Greens Way, Las Vegas, NV • Collateral value = \$120,000.00	No	Unimpaired	• Pymt Interv N/A • Pymt amt/interval N/A • Begin date N/A • End date N/A • Interest rate % N/A • Treatment of Lien The creditor may exercise all their rights and remedies to conduct a non-judicial foreclosure sale and to

CLASS#	DESCRIPTION	INSIDERS (Y/N)	IMPAIRED (Y/N)	TREATMENT
	<ul style="list-style-type: none"> • Priority of security interest = First TD • Principal owed = \$3,900,000 (additional security on loan for 106 Stone Canyon Ct.) 			seek appointment of a receiver. Recourse shall be limited to the collateral. To the extent the creditor has an allowed deficiency claim, it will be a Class 16 claim.
2	Secured claim of <ul style="list-style-type: none"> • Name = Wells Fargo Bank • Collateral description = Real property commonly known as 2270 Nashville Ave., Henderson, NV • Collateral value = \$175,000.00 • Priority of security interest = First TD • Principal owed = \$312,600.82 	No	No Unimpaired; claims in this class are not entitled to vote on the Plan	<ul style="list-style-type: none"> • Pymt interval N/A • Valuation of secured claim N/A • Pymt amt/interval N/A • Begin date N/A • End date N/A • Interest rate % N/A • Treatment of Lien The creditor may exercise all its rights and remedies to conduct a non-judicial foreclosure sale and to seek appointment of a receiver. Recourse shall be limited to the collateral. To the extent the creditor has an allowed deficiency claim, it will be a Class 16 claim.
3	Secured claim of <ul style="list-style-type: none"> • Name = Black Mountain (Bank of Las Vegas) • Collateral description = Real property commonly 	No	Unimpaired	<ul style="list-style-type: none"> • Pymt interval N/A • Valuation of secured claim N/A • Pymt amt/interval N/A

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<u>CLASS#</u>	<u>DESCRIPTION</u>	<u>INSIDERS</u> (Y/N)	<u>IMPAIRED</u> (Y/N)	<u>TREATMENT</u>	
	known as 106 Stone Canyon Ct., Boulder City, NV • Collateral value = \$3,500,000.00 (estimate) • Priority of security interest = First TD • Principal owed = approximately \$3,900,000.00			• Begin date N/A • End date N/A • Treatment of Lien The creditor may exercise all their rights and remedies to conduct a non-judicial foreclosure sale and to seek appointment of a receiver. Recourse shall be limited to the collateral. To the extent the creditor has an allowed deficiency claim, it will be a Class 16 claim.	
4	Secured claim of • Name = Wells Fargo Bank • Collateral description = Real property commonly known as 1281 Rockland Drive, St. Helena, CA • Collateral value = \$1,000,000.00 • Priority of security interest = First TD • Principal owed = \$999,583.33	No	No Unimpaired; claims in this class are not entitled to vote on the Plan	• Pymt interval N/A • Pymt amt/interval N/A • Begin date N/A • End date N/A • Interest rate % N/A • Treatment of Lien Unless the creditor has already obtained relief from stay and conducted a foreclosure sale, the Debtors may sell the property. If the Debtors do not sell the property by the Effective Date, the creditor may exercise all its rights and remedies to conduct a non-judicial foreclosure sale and to seek appointment of a receiver. Recourse shall be limited to the	

CLASS#	DESCRIPTION	INSIDERS (Y/N)	IMPAIRED (Y/N)	TREATMENT
				collateral. To the extent the creditor has an allowed deficiency claim, it will be a Class 16 claim.
5	Secured claim of • Name = Wells Fargo Bank • Collateral description = Real property commonly known as 1281 Rockland Drive, St. Helena, CA • Collateral value = \$1,000,000.00 • Priority of security interest = Second TD • Principal owed = \$198,253.83	No	No Unimpaired; claims in this class are not entitled to vote on the Plan	• Pymt interval N/A • Pymt amt/interval N/A • Begin date N/A • End date N/A • Interest rate % N/A • Treatment of Lien Unless the creditor has already obtained relief from stay and conducted a foreclosure sale, the Debtors may sell the property. If the Debtors do not sell the property by the Effective Date, the creditor may exercise all its rights and remedies to conduct a non-judicial foreclosure sale and to seek appointment of a receiver. Recourse shall be limited to the collateral. To the extent the creditor has an allowed deficiency claim, it will be a Class 16 claim.
6	Secured claim of • Name = California Bank and Trust • Collateral description = Real property commonly known as 1281 Rockland Drive,	No	Yes Impaired; claims in this class are entitled to vote on the Plan	• Pymt interval N/A • Pymt amt/interval One payment of \$2,500 if Debtor wishes to exercise right to cancel the lien.

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<u>CLASS#</u>	<u>DESCRIPTION</u>	<u>INSIDERS</u> (Y/N)	<u>IMPAIRED</u> (Y/N)	<u>TREATMENT</u>	
	St. Helena, CA • Collateral value = \$1,000,000.00 • Priority of security interest = Third TD Face amount of debt is approx. \$1.2 million. Creditor has a lien on four properties; three of the liens are junior liens and there is no equity in the properties subject to these junior liens to cover any portion of the Creditor's claim, including the property described in this class.			• Begin date N/A • End date N/A • Interest rate % N/A • Total payout % See Below • Treatment of Lien Lien and encumbrances and secured claims are cancelled and California Bank and Trust's claims against the Debtors, and all guarantors of California Bank and Trust's claim shall be deemed released and fully satisfied from the sale of the Sharp Road property. Cancellation of the lien is conditional upon Debtors agreeing to pay and paying \$2,500 to Class 6 Claimant. The lien shall not be cancelled unless and until \$2,500 is paid.	
7	Secured claim of • Name = JP Morgan Chase Bank • Collateral description = Real property commonly known as 31751 Aguacate, SJC, CA • Collateral value = \$825,000 • Priority of security interest = First TD	No	Yes Impaired; claims in this class are entitled to vote on the Plan.	• Pymt interval Monthly Payments will be made by third party. • Pymt amt/interval/interest The Debtors will bifurcate the creditor's claim under §506(a)(1) to a secured portion of \$825,000.00 to be memorialized in a new note and deed of trust with the following terms: A. 30 year amortization, due in 15 years. B. For years 1-5, interest rate shall be 3.5% and monthly	

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<u>CLASS#</u>	<u>DESCRIPTION</u>	<u>INSIDERS</u> (Y/N)	<u>IMPAIRED</u> (Y/N)	<u>TREATMENT</u>
	<ul style="list-style-type: none"> • Principal owed = \$758,896.17 • Estimated Payoff amount = \$858,000.00 			<p>payments shall be \$3,730.00.</p> <p>C. For years 6-10, interest shall be 4.5% and monthly payments shall be \$4,150.00.</p> <p>D. For years 11-16, interest rate shall be 5% and monthly payments shall be \$4,330.00.</p> <p>The balance of the claim that is not secured and that formerly was collateralized by the property located at 31751 Aguacate shall be treated as a Class 16 claim to the extent permitted by law.</p> <p>The new note will have commercially reasonable terms, with fully amortized payments of principal and interest.</p> <ul style="list-style-type: none"> • Begin date First day of the first full month after the Effective Date, • End date Fifteen years after the first payment (balloon) • Total payout % 100% • Treatment of Lien The Debtors have the right to transfer this property to David Klein and/or his wife and this loan as amended shall be assumable by Mr. & Mrs. Klein. Any such transfer shall not cause the loan to become due. The loan as amended shall be non-recourse.

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<u>CLASS#</u>	<u>DESCRIPTION</u>	<u>INSIDERS</u> (Y/N)	<u>IMPAIRED</u> (Y/N)	<u>TREATMENT</u>	
8	<p>Secured claim of</p> <ul style="list-style-type: none"> • Name = California Bank and Trust • Collateral description = Real property commonly known as 31751 Aguacate, SJC, CA • Collateral value = \$825,000 • Priority of security interest = Second TD <p>Face amount of debt is approx. \$1.2 million. Creditor has a lien on four properties; three of the liens are junior liens and there is no equity in the properties subject to these junior liens to cover any portion of the Creditor's claim, including the property described in this class.</p>	No	<p>Yes.</p> <p>Impaired; claims in this class are entitled to vote on the Plan.</p>	<ul style="list-style-type: none"> • Pymt interval • Pymt amt/interval • Begin date • End date • Interest rate % • Treatment of Lien 	<p>N/A</p> <p>One \$7,500 payment no later than 120 days after the Effective Date in full satisfaction of California Bank and Trust's Class 8 Claim.</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>All liens and encumbrances and secured claims are cancelled and California Bank and Trust's claims against the Debtors, and all guarantors of California Bank and Trust's claim shall be deemed released and fully satisfied from the sale of the Sharp Road property and the payment referenced above.</p> <p>The lien shall not be cancelled unless and until payment. Debtors may elect not to pay if they are unable to agree to modifications of the first deed of trust and note on 31751 Aguacate, San Juan Capistrano, CA.</p>
9	<p>Secured claim of</p> <ul style="list-style-type: none"> • Name = Wells Fargo Bank, Selene Finance, SRMOF 2009-1 Trust, or any successor 	No	<p>No.</p> <p>Unimpaired</p>	<ul style="list-style-type: none"> • Pymt interval • Treatment 	<p>Monthly</p> <p>The Class 9 Creditor may elect from the two following options. If the Class 9 Creditor</p>

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<u>CLASS#</u>	<u>DESCRIPTION</u>	<u>INSIDERS</u> (Y/N)	<u>IMPAIRED</u> (Y/N)	<u>TREATMENT</u>
	("Selene") • Collateral description = Real property commonly known as 31761 Aguacate, SJC, CA • Collateral value = \$900,000.00 • Priority of security interest = First TD • Principal owed = \$1,134,637.63			does not make an election, they will be deemed to select Option 1. • Pymt amt/interval/ interest Option 1 – Class 9 Claimant may enforce any and all remedies they have against their collateral. Option 2 – The Class 9 Claim is unimpaired but the Class 9 Creditor agrees to defer exercising their right to foreclose on their collateral so long as the Debtors pay the Class 9 Creditor \$5,000 a month by the 10th of each month. If the Class 9 Creditor chooses Option 2, the Class 9 Creditor may terminate this agreement to defer exercising their right to foreclose on their collateral by giving 60 days notice to the Debtors at the address of the collateral and sending a copy of said notice to Debtors' counsel. Upon expiration of the 60 day period, the Class 9 Creditor may enforce any and all remedies they have against their collateral to conduct a non-judicial foreclosure sale. Recourse shall be limited to the collateral. Payments shall be credited to the loan. If Class 9 Claimant, Selene Finance, consents Debtors may

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<u>CLASS#</u>	<u>DESCRIPTION</u>	<u>INSIDERS</u> (Y/N)	<u>IMPAIRED</u> (Y/N)	<u>TREATMENT</u>
				<p>sell the collateral commonly known as 31761 Aguate, San Juan Capistrano, CA. Debtor is authorized to sell the property at any price that is mutually agreeable between Selene Finance and Debtors.</p> <p>• Begin date Option 2 payment would begin on first day of the first full month after the Effective Date.</p>
10	<p>Secured claim of</p> <ul style="list-style-type: none"> • Name = Wells Fargo Bank • Collateral description = Real property commonly known as 31761 Aguate, SJC, CA • Collateral value = \$900,000.00 • Priority of security interest = Second TD • Principal owed = \$276,841.57 	No	Yes. Impaired; claims in this class are entitled to vote on the Plan.	<ul style="list-style-type: none"> • Pymt interval N/A • Pymt amt/interval \$0 • Begin date N/A • End date N/A • Interest rate % N/A • Treatment of Lien Wells Fargo has stipulated that their claim is unsecured and that their lien is cancelled upon the completion of the Chapter 11 and the Debtors receipt of a discharge. Should this case be dismissed or converted, if the Debtors fail to obtain a discharge, if a senior creditor forecloses prior to the Debtors' discharge, or if the Debtors' refinance the property before Discharge, Wells Fargo's lien shall be unaffected.

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<u>CLASS#</u>	<u>DESCRIPTION</u>	<u>INSIDERS</u> (Y/N)	<u>IMPAIRED</u> (Y/N)	<u>TREATMENT</u>	
				If the Debtors sell the property located at 31761 Aguacate, San Juan Capistrano, CA, then the sale shall be free of all of Wells Fargo's liens and the encumbrances and title shall pass to the buyer free and clear of all liens and encumbrances and all liens and encumbrances shall be cancelled and removed.	
11	<p>Secured claim of</p> <ul style="list-style-type: none"> • Name = California Bank and Trust • Collateral description = Real property commonly known as 31761 Aguacate, SJC, CA • Collateral value = \$900,000.00 • Priority of security interest = Third TD <p>Face amount of debt is approx. \$1.2 million. Creditor has a lien on four properties; three of the liens are junior liens and there is no equity in the properties subject to these junior liens to cover any portion of the Creditor's claim,</p>	No	Yes. Impaired; claims in this class are entitled to vote on the Plan.	<ul style="list-style-type: none"> • Pymt interval • Pymt amt/interval • Begin date • End date • Interest rate % • Treatment of Lien 	<p>N/A</p> <p>One \$2,500 payment no later than 120 days after the Effective Date in full satisfaction of California Bank and Trust's Class 11 Claim.</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>All liens and encumbrances and secured claims are cancelled and California Bank and Trust's claims against the Debtors, and all guarantors of California Bank and Trust's claim shall be deemed released and fully satisfied from the sale of the Sharp Road property and the payment referenced above.</p>

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<u>CLASS#</u>	<u>DESCRIPTION</u>	<u>INSIDERS</u> (Y/N)	<u>IMPAIRED</u> (Y/N)	<u>TREATMENT</u>
	including the property described in this class.			The lien shall not be cancelled unless and until payment. Debtors may elect not to pay if they are unable to agree to modification of the first deed of trust and note on the 31761 Aguacate Property.
12	Secured claim of • Name = JP Morgan Chase Bank • Collateral description = Real property commonly known as 708 Black Canyon Cove, Boulder City, NV • Collateral value = \$300,000.00 • Priority of security interest = First TD • Principal owed = \$419,581.48	No	No Unimpaired; claims in this class are not entitled to vote on the Plan	• Pymt interval N/A • Pymt amt/interval N/A • Balloon pymt N/A • Begin date N/A • End date N/A • Interest rate % N/A • Treatment of Lien Unless the creditor has already obtained relief from stay and conducted a foreclosure sale, the Debtors may sell the property. If the Debtors do not sell the property by the Effective Date, the creditor may exercise all its rights and remedies to conduct a non-judicial foreclosure sale and to seek appointment of a receiver. Recourse shall be limited to the collateral. To the extent the creditor has an allowed deficiency claim, it will be a Class 16 claim.

CLASS#	DESCRIPTION	INSIDERS (Y/N)	IMPAIRED (Y/N)	TREATMENT	
13	Secured claim of • Name = Black Mountain (Bank of Las Vegas) • Collateral description = Real property commonly known as 708 Black Canyon Cove, Boulder City, NV • Collateral value = \$300,000.00 • Priority of security interest = Second TD • Principal owed = \$3,900,000 (additional security on loan for 106 Stone Canyon Ct.)	No	Yes Impaired; claims in this class are entitled to vote on the Plan	• Pymt interval • Pymt amt/interval • Balloon pymt • Begin date • End date • Interest rate % • Treatment of Lien	N/A N/A N/A N/A N/A Unless the creditor has already obtained relief from stay and has foreclosed, the Debtors' have until 10 days after the Effective Date to sell the property. If the Debtors do not sell the property within 10 days of the Effective Date, the creditor may exercise all their rights and remedies to conduct a non-judicial foreclosure sale and to seek appointment of a receiver. Recourse shall be limited to the collateral. To the extent the creditor has an allowed deficiency claim, it will be a Class 16 claim.
14	Secured claim of • Name = Wells Fargo Bank • Collateral description = Real property commonly known as 113 Stone Canyon Ct., Boulder	No	No Unimpaired; claims in this class are not entitled to vote on the Plan	• Pymt interval • Pymt amt/interval • Balloon pymt • Begin date	N/A N/A N/A N/A

CLASS#	DESCRIPTION	INSIDERS (Y/N)	IMPAIRED (Y/N)	TREATMENT
	City, NV			• End date N/A
	• Collateral value = \$700,000.00			• Interest rate % N/A
	• Priority of security interest = First TD			• Treatment of Lien Unless the creditor has already obtained relief from stay and conducted a foreclosure sale, the Debtors may sell the property. If the Debtors do not sell the property by the Effective Date, the creditor may exercise all its rights and remedies to conduct a non-judicial foreclosure sale and to seek appointment of a receiver.
	• Principal owed = \$694,3801.12			Recourse shall be limited to the collateral. To the extent the creditor has an allowed deficiency claim, it will be a Class 16 claim.

2. Classes of Priority Unsecured Claims

Certain priority claims that are referred to in Code Sections 507(a)(3), (4), (5), (6), and (7) are required to be placed in classes. These types of claims are entitled to priority treatment as follows: the Code requires that each holder of such a claim receive cash on the Effective Date equal to the allowed amount of such claim. However, a class of unsecured priority claim holders may vote to accept deferred cash payments of a value, as of the Effective Date, equal to the allowed amount of such claims.

The Debtors do not have any creditors with claims entitled to priority under Sections 507(a)(3), (a)(4), (a)(5), (a)(6), and (a)(7).

3. Class of General Unsecured Claims

General unsecured claims are unsecured claims not entitled to priority under Code Section 507(a). As set forth below, Class 15 shall receive approximately 3% of their claim and will be deemed to release any direct claims against M&Z Creek, LLC. M&Z Creek, LLC is an entity indirectly owned by the Debtors which owns an interest in commercial real estate with a value of approximately \$135,000.00. Class 16 Claimants shall receive their pro-rata share of the remaining funds from the Payment Pool of \$610,000.00 after all payments have been made on account of administrative claims, priority claims, Class 15 unsecured claims, and post-confirmation obligations of professionals and the Office of the United States Trustee. Allowed administrative claims and post-confirmation obligations to the Office of the United States Trustee shall be paid first and the remaining funds will be disbursed first to priority tax claims, then Class 15 claimants, and the remaining balance will be distributed pro-rata to Class 16 claimants. The Class 15 claimants shall have no right to assert direct claims against the assets of M&Z Creek and confirmation of this Plan shall constitute East West Bank's release of M&Z Creek for any obligations M&Z may owe East West Bank to directly fund the \$120,000.00. The following chart identifies this Plan's treatment of the class containing all of the Debtors' general unsecured claims (see Exhibit "3" to the accompanying Disclosure Statement for detailed information about each general unsecured claim):

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<u>CLASS#</u>	<u>DESCRIPTION</u>	<u>IMPAIRED</u> (Y/N)	<u>TREATMENT</u>
15	<p>Unsecured claims of East West Bank</p> <ul style="list-style-type: none"> Total estimated amt of claims = 3,668,199.22 <p>Class 15 claims shall receive \$20,000.00 from the Payment Pool on the Effective Date and \$100,000.00 from the Payment Pool on or before October 1, 2014 in full satisfaction of its claim. The \$100,000.00 represents a fixed settled amount not subject to reduction and must be paid in a timely manner.</p> <p>East West Bank shall be deemed to release any direct claims it has against M&Z Creek, LLC.</p> <p>In the event East West Bank does not vote in favor of the Plan, their claim shall be treated as a Class 16 claim.</p>	<p>Yes.</p> <p>Impaired; claims in this class are entitled to vote on the Plan</p>	<ul style="list-style-type: none"> Pymt interval \$20,000 upon confirmation, and \$100,000 on 10/1/2014. Pymt amt See, above. Begin date See, above End date See, above Interest rate % =0% Total estimated payout =Approx. 3%

<u>CLASS#</u>	<u>DESCRIPTION</u>	<u>IMPAIRED</u> (Y/N)	<u>TREATMENT</u>
16	<p>All remaining General unsecured Claims</p> <ul style="list-style-type: none"> Total estimated amt of claims = 3,528,184.80 <p>Class 16 claims shall receive their pro-rata payment from the funds remaining in the Payment Pool after full payment of Administrative Claims, Priority Claims, Class 15 claims, and post-confirmation fees to professionals and the US Trustee.</p> <p>Allowed administrative claims (see Section III.B.1), estimated to be approximately \$150,000.00, post-confirmation fees and expenses owed to the Office of the United States Trustee, estimated to be approximately \$19,500.00, priority claims estimated to be \$81,868.00¹, and payment to the Class 15 creditor of \$120,000 shall be paid first from the \$610,000 Payment Pool before the remaining balance of the pool are disbursed pro-rata to Class 16 claimants. Class 16 distributions shall be made quarterly.</p>	<p>Yes. Impaired; claims in this class are entitled to vote on the Plan</p>	<ul style="list-style-type: none"> Pymt interval = Quarterly with balloon payment at the end of the fifth year after the first payment. Pymt amt See, projections at Exhibit 4. Begin date First day of the first full month after the Effective Date End date Five years after the first payment (balloon) Interest rate % =0%

¹ Priority claims estimate is based on Debtors' and Debtors' accountant's estimation. Taxing agencies have filed claims in higher amounts as set forth in Exhibit "3." The Debtors and their accountant are trying to resolve these claims.

1	16 Cont.			<ul style="list-style-type: none"> • Total estimated payout approximately 7% based on pro rata payout from \$610,000 fund after payment of administrative claims, post-confirmation US Trustee fees, priority tax claims, and Class 15 claims. Payout percentage could be higher or lower depending on factors such as the deficiency claims from the disposal of real property, and the results of claims objections. Debtor reserves the right to file objections to claims both before and after confirmation.
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4. Class(es) of Interest Holders

Interest holders are the parties who hold ownership interest (i.e., equity interest) in the debtor. If the debtor is a corporation, entities holding preferred or common stock in the debtor are interest holders. If the debtor is a partnership, the interest holders include both general and limited partners. If the debtor is an individual, the debtor is the interest holder. In this case, the Debtors are individuals.

The following chart identifies the Plan's treatment of the class of interest holders:

CLASS #	DESCRIPTION	IMPAIRED (Y/N)	TREATMENT
17	Interest holders	No	<p>The confirmation of the Plan revests all of Debtors' assets in the Reorganized Debtors subject to the obligations herein.</p> <p>The Debtors shall make a contribution of new value of \$110,000 to be funded to the Plan.</p>

1 The Interest Holders will contribute, no later than 30 days after the Effective
2 Date, \$110,000 in cash towards the payment of claims against the estate. The \$110,000, which
3 represents more than the approximate net value of the Debtors' assets, will come from a third
4 party source.

5 **D. Means of Effectuating the Plan**

6 **1. Funding for the Plan**

7 The \$610,000.00 Payment Pool of funds for administrative claims, priority tax
8 claims, general unsecured claims, and post-confirmation obligations to the Office of the United
9 States Trustee will be funded from the following: income from the Debtors which is primarily
10 distributions and management fees from Parks Diversified, all other projected net disposable
11 income of the Debtors pursuant to 11 U.S.C. § 1129(a)(15)², the \$110,000 contribution by the
12 Interest Holders, and the proceeds from the sale of assets. The source of the \$110,000 which
13 Interest Holders will contribute is from a third party David Klein. Specifically, the Debtors'
14 expect to fund the \$610,000.00 pool as follows: \$110,000.00 new value contribution, \$35,000.00
15 proceeds of asset sales, \$140,000 in net disposable income over five years, and \$325,000.00 of
16 balloon payments. The Debtors shall have the right to prepay any and all obligations under the
17 Plan. For purposes of 11 U.S.C. § 1127(e), Completion of Payments under the Plan shall be once
18 the \$610,000.00 pool has been funded. Notwithstanding the foregoing, the Debtors shall have
19 the right to sell any asset to the extent necessary to fund the Debtors' obligations under the plan.

20 If the Plan is confirmed, the Debtors will agree to release the City of Aliso Viejo
21 from any claims Debtors may have against the City of Aliso Viejo if the City of Aliso Viejo will
22 agree to: 1) waive all claims they have against the Debtors and 2) limit their proof of claim to an
23 amount that does not exceed \$2,500,000. If the Plan is confirmed, the Debtors will execute a
24 standard form release provided by the City of Aliso Viejo that conforms to this provision. The
25 City of Aliso Viejo shall have no later than 30 days from the Effective Date to: 1) state in writing
26 directed to Debtors and their counsel their acceptance of this agreement, and 2) to provide an

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28 ² This includes a Social Security payment received by Richard Parks estimated to be \$18,255 annually.

appropriate settlement agreement. The Debtors, at their option, may extend said time for acceptance by the City of Aliso Viejo but such extension shall not exceed and additional 90 days.

The Debtor's proposed litigation counsel, Jon Robertson, has reviewed the Debtor's potential claims against the City of Aliso Viejo and believe that the risks and expense of litigation and potential set offs far outweigh the likelihood of success. Mr. Robertson has declined to take the case on a contingency fee basis and does not believe that any accomplished litigator would take the case absent certainty of being paid by the hour.

2. Post-confirmation Management

The Debtors will handle all post-confirmation management issues including payment of creditor claims pursuant to the Plan.

3. Disbursing Agent

The Debtors will serve as disbursing agent.

III.

TREATMENT OF MISCELLANEOUS ITEMS

1. Executory Contracts and Unexpired Leases

a. Assumptions

The following are the unexpired leases and executory contracts to be assumed as obligations of the reorganized Debtor under this Plan: None.

If you are a party to a lease or contract to be assumed and you object to the assumption of your lease or contract, you must file and serve your objection to the Plan within the deadline for objecting to the confirmation of the Plan. See Section {I.B.3.} of this document for the specific date.

b. Rejections

Unless previously assumed, on the Effective Date, all of the Debtors unexpired leases and contracts shall be deemed rejected.

If you are a party to a contract or lease to be rejected and you object to the rejection of your contract or lease, you must file and serve your objection to the Plan within the deadline for objecting to the confirmation of the Plan. See Section {I.B.3.} of this document for

the specific date.

THE BAR DATE FOR FILING A PROOF OF CLAIM BASED ON A CLAIM ARISING FROM THE REJECTION OF A LEASE OR CONTRACT IS 30 DAYS AFTER THE EFFECTIVE DATE. Any claim based on the rejection of a contract or lease will be barred if the proof of claim is not timely filed, unless the Court later orders otherwise.

2. Changes in Rates Subject to Regulatory Commission Approval

This Debtor is not subject to governmental regulatory commission approval of its rates.

3. Disputed Claims

The Plan provides that the Reorganized Debtors will maintain a reserve for Disputed Claims. Whenever distributions are due under the Plan, the Reorganized Debtors shall, with respect to each Disputed Claim, reserve an amount that such Disputed Claim would have received had it been an Allowed Claim. If the Disputed Claim is later allowed in whole or in part, the Reorganized Debtors will distribute the reserved amount. If the Disputed Claim is later disallowed in whole or in part, the Reorganized Debtors will distribute the reserved amount pro rata to the other creditors.

4. Allowed Claims

Distributions shall only be made to holders of Allowed Claims. Distributions will not be made on account of Disputed Claims until the Disputed Claim become allowed. The Debtors may, in their discretion, withhold distributions otherwise due to any claimant pending the resolution of a claim objection. Any holder of a claim that becomes an Allowed Claim after the Effective Date will receive its distribution in accordance with the terms and provisions of the Plan and the Confirmation Order.

5. Reservation of Rights to Object to Claims

Unless a Claim is expressly described as an Allowed Claim under the Plan, or otherwise become an Allowed Claim prior to the Effective Date, the Debtors retain the right to object and shall be deemed to have reserved any and all objections to any and all Claims and motions or request for the payment of Claims, whether administrative, priority, secured or

unsecured, claims and security interests, whether under the Bankruptcy Code, or other applicable law or contract. The Debtors' failure to object to any claim shall be without prejudice to the Debtors' right to contest or otherwise defend against such claim in the Bankruptcy Court when and if such claim is sought to be enforced by the claim holder.

6. Retention of Jurisdiction

The Court will retain jurisdiction to the extent provided by law.

IV.

EFFECT OF CONFIRMATION OF PLAN

A. Discharge

This Plan provides that upon completion of the payments required under the Plan including payment of the Debtors' projected disposable income for the next five years, the Debtors shall be discharged of liability for payment of debts incurred before confirmation of the Plan, to the extent specified in 11 U.S.C. §1141. However, the discharge will not discharge any liability imposed by the Plan.

B. Revesting of Property in the Debtors

Except as provided elsewhere in the Plan, the confirmation of the Plan revests all of the property of the estate in the Debtors. The Automatic Stay shall remain in place until the Debtors are granted a discharge pursuant to 11 U.S.C. §1141.

C. Distributions Free and Clear of Claims

Except as provided herein to the contrary, all property of the estate distributed under the Plan shall be distributed free and clear of all claims of all claimants, interest holders, parties-in-interest, and other entities.

D. Modification of Plan

The Proponent of the Plan may modify the Plan at any time before confirmation. However, the Court may require a new disclosure statement and/or revoting on the Plan.

The Proponent of the Plan may also seek to modify the Plan at any time after confirmation only if (1) the Plan has not been substantially consummated and (2) the Court authorizes the proposed modifications after notice and a hearing.

1 **E. Post-Confirmation Status Report**

2 Within 120 days of the entry of the order confirming the Plan, Plan Proponent
3 shall file a status report with the Court explaining what progress has been made toward
4 consummation of the confirmed Plan. The status report shall be served on the United States
5 Trustee, the twenty largest unsecured creditors, and those parties who have requested special
6 notice. Further status reports shall be filed every 120 days and served on the same entities.

7 **F. Quarterly Fees**

8 Quarterly fees accruing under 28 U.S.C. § 1930(a)(6) to date of confirmation shall
9 be paid to the United States Trustee on or before the effective date of the plan. Quarterly fees
10 accruing under 28 U.S.C. § 1930(a)(6) after confirmation shall be paid to the United States
11 Trustee in accordance with 28 U.S.C. § 1930(a)(6) until entry of a final decree, or entry of an
12 order of dismissal or conversion to chapter 7.

13 **G. Post-Confirmation Conversion/Dismissal**

14 A creditor or party in interest may bring a motion to convert or dismiss the case
15 under § 1112(b), after the Plan is confirmed, if there is a default in performing the Plan. If the
16 Court orders the case converted to Chapter 7 after the Plan is confirmed, then all property that
17 had been property of the Chapter 11 estate and that has not been disbursed pursuant to the Plan,
18 will revert in the Chapter 7 estate. The automatic stay will be in effect but only to the extent that
19 relief from stay was not previously modified by the Court during this case.

20 The order confirming the Plan may also be revoked under very limited
21 circumstances. The Court may revoke the order if the order of confirmation was procured by
22 fraud and if the party in interest brings an adversary proceeding to revoke confirmation within
23 180 days after the entry of the order of confirmation.

24 **H. Final Decree**

25 Once the estate has been fully administered as referred to in Bankruptcy Rule
26 3022, the Debtors shall file a motion with the Court to obtain a final decree to close the case.

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1 **I. Term of Bankruptcy Injunctions and Stays**

2 All injunctions or stays provided for in the Bankruptcy Case under Bankruptcy
3 Code sections 105 and 362, or otherwise, and in existence at the date of confirmation of the Plan
4 shall remain in full force and effect until the Debtors receive a discharge or if the case is
5 dismissed.

6 **J. Retention of Jurisdiction**

7 Notwithstanding confirmation of the Plan, the Bankruptcy Court shall retain
8 jurisdiction for all of the following purposes plus all other purposes as may be provided by law:

- 9 1. Decide requests for payment of claims entitled to priority;
10 2. Decide motions to assume or reject executory contracts and leases;
11 3. Resolve disputes regarding interpretation and performance of the Plan;
12 4. Decide claim objections;
13 5. Adjudicate avoidance and other litigation;
14 6. Adjudicate post-confirmation challenge to an allowed claim;
15 7. Decide requests to modify the Plan; and
16 8. Enter a final decree closing the case.

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18
19 DATED: March 15, 2012



LUCY PARKS
Debtor and Plan Proponent

20
21
22 DATED: March 15, 2012



RICHARD PARKS
Debtor and Plan Proponent

23
24
25 DATED: March 15, 2012

MARSHACK HAYS LLP

/s/ Richard A. Marshack

26 By: _____
27 RICHARD A. MARSHACK
28 Attorney for Debtors,
RICHARD AND LUCY PARKS

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VI.

DECLARATION OF RICHARD & LUCY PARKS

We, RICHARD PARKS and LUCY PARKS, declare as follows:

We are the debtors in this action. We have provided documents and information to our attorneys at Marshack Hays LLP, and assisted in preparing the Plan. We have reviewed the Amended Plan, and I believe that its contents are accurate and complete.

This declaration is made in San Juan Capistrano, California, on March 15, 2012.


Richard Parks


Lucy Parks

NOTE: When using this form to indicate service of a proposed order, **DO NOT** list any person or entity in Category I. Proposed orders do not generate an NEF because only orders that have been entered are placed on the CM/ECF docket.

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:
870 ROOSEVELT AVENUE, IRVINE, CA 92620

A true and correct copy of the foregoing document described as **DEBTORS' SECOND AMENDED CHAPTER 11 PLAN** will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner indicated below:

I. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF")** – Pursuant to controlling General Order(s) and Local Bankruptcy Rule(s) ("LBR"), the foregoing document will be served by the court via NEF and hyperlink to the document. On **March 16, 2012**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following person(s) are on the Electronic Mail Notice List to receive NEF transmission at the email address(es) indicated below:

☒ Service information continued on attached page

II. **SERVED BY U.S. MAIL OR OVERNIGHT MAIL** (indicate method for each person or entity served):

On **March 16, 2012**, I served the following person(s) and/or entity(ies) at the last known address(es) in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States Mail, first class, postage prepaid, and/or with an overnight mail service addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

DEBTORS

RICHARD PARKS
LUCY PARKS
PO BOX 7029
CAPISTRANO BEACH, CA 92624

OFFICE OF THE UNITED STATES TRUSTEE
411 W. FOURTH STREET, SUITE 9041
SANTA ANA, CA 92701-8000

☐ Service information continued on attached page

III. **SERVED BY PERSONAL DELIVERY, FACSIMILE TRANSMISSION OR EMAIL** (indicate method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on **March 16, 2012**, I served the following person(s) and/or entity(ies) by personal delivery, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on the judge will be completed no later than 24 hours after the document is filed.

The Honorable Theodor C. Albert – via personal delivery
411 W. Fourth Street – Suite 5-097
Santa Ana, CA 92701

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

March 16, 2012 Layla Bergini
Date *Type Name*

/s/ Layla Bergini
Signature

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

August 2010

F 9013-.1.PROOF.SERVICE

Page 80

Exhibit 5

SAP235

I. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF") – continued:

- Stephen P Arnot steve.arnot@bullivant.com, nancy.andersen@greenemarkley.com
- Deborah Conley bkmail@prommis.com
- Ashleigh A Danker adanker@kayescholer.com
- Melissa Davis mdavis@shblp.com
- Daniel K Fujimoto wdk@wolffirm.com
- Michael J Hauser michael.hauser@usdoj.gov
- Christopher V Hawkins Hawkins@shlaw.com,
iriarte@sullivanhill.com;stein@sullivanhill.com;vidovich@sullivanhill.com
- John H Kim jkim@cookseylaw.com
- Charles Liu cliu@marshackhays.com, ecfmarshackhays@gmail.com
- William Malcolm bill@mclaw.org
- Richard A Marshack rmarshack@marshackhays.com,
lbergini@marshackhays.com;ecfmarshackhays@gmail.com
- Elmer D Martin elmermartin@gmail.com
- Christopher M McDermott ecfcacb@piteduncan.com
- J Alexandra Rhim arhim@buchalter.com, smartin@buchalter.com
- Daniel S Roberts daniel.roberts@bbklaw.com
- Scott O Smith ssmith@buchalter.com
- Eric J Testan etestan@frankel-tennant.com
- United States Trustee (SA) ustpregion16.sa.ecf@usdoj.gov

IN THE SUPREME COURT OF THE STATE OF NEVADA

SFR INVESTMENTS POOL 1, LLC, A
NEVADA LIMITED LIABILITY
COMPANY; AND COPPER RIDGE
COMMUNITY ASSOCIATION,

Appellants,

vs.

U.S. BANK, N.A., A NATIONAL BANKING
ASSOCIATION AS TRUSTEE FOR THE
CERTIFICATE HOLDERS OF WELLS
FARGO ASSET SECURITIES
CORPORATION, MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES 2006-
AR4; AND NV WEST SERVICING, LLC, A
NEVADA LIMITED LIABILITY
COMPANY, AS TRUSTEE FOR
NASHVILLE TRUST 2270,

Respondents.

Case No. 74532

Electronically Filed

District Court No. 18 04:15 p.m.

A-13-678 Elizabeth A. Brown

A-13-687 Clerk of Supreme Court

APPEAL

**From the Eighth Judicial District Court
The Honorable Joanna S. Kishner**

APPELLEE'S SUPPLEMENTAL APPENDIX VOL. I

Andrew M. Jacobs (Nevada Bar No. 12787)

Kelly H. Dove (Nevada Bar No. 10569)

Holly E. Cheong (Nevada Bar No. 11936)

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*Attorneys for Respondent U.S. Bank, N.A. a national banking
association as Trustee for the Certificate Holders of Wells Fargo Asset
Securities Corporation, Mortgage Pass-Through Certificates,
Series 2006-AR4*

ALPHABETICAL INDEX

<u>Document Name</u>	<u>Date Filed</u>	<u>Vol.</u>	<u>Page</u>
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Complaint	09/16/2016	Vol. I	SAP025-SAP034
Initial Appearance Fee Disclosure (NRS Chapter 19)		Vol. I	SAP035-SAP036
Court Minutes re Plaintiff's Motion for Preliminary Injunction & Defendant Lucia Parks' Notice of Joinder in Plaintiff's Motion for Preliminary Injunction	05/17/2013	Vol. I	SAP016-SAP017
Notice of Entry of Order	06/11/2013	Vol. I	SAP018-SAP020
Order Denying Plaintiff's Motion for Preliminary Injunction, dated June 10, 2013		Vol. I	SAP021-SAP024
Stipulation and Order to Consolidate Case No. A-13-678814-C with A-13-688734-C	01/06/2015	Vol. I	SAP037-SAP041
U.S. Bank's Request for Judicial Notice	08/11/2016	Vol. I	SAP042-SAP046
Exhibit A – Deed of Trust, dated January 5, 2006		Vol. I	SAP047-SAP073
Exhibit B – Notice of Default and Election to Sell Under Deed of Trust, dated February 24, 2010		Vol. I	SAP074-SAP077
Exhibit C – Corporate Assignment of Deed of Trust, dated July 12, 2010		Vol. I	SAP078-SAP079

<u>Document Name</u>	<u>Date Filed</u>	<u>Vol.</u>	<u>Page</u>
Exhibit D - Notice of Trustee's Sale, dated July 12, 2010		Vol. I	SAP080-SAP084
Exhibit E – Voluntary Petition (U.S. Bankruptcy Court), dated August 23, 2010		Vol. I	SAP085-SAP104
Exhibit F – Notice of Delinquent Assessment Lien, dated May 24, 2012		Vol. I	SAP105-SAP106
Exhibit G – Notice of Default and Election to Sell Under Homeowners Association Lien, dated July 19, 2012		Vol. I	SAP107-SAP109
Exhibit H – Notice of Foreclosure Sale, dated February 5, 2013		Vol. I	SAP110-SAP112
Exhibit I – U.S. Bankruptcy Court, Central District of California (Santa Ana) Docket for Bankruptcy Petition No. 8:10-bk-21738-TA		Vol. I	SAP113-SAP150
Exhibit J – Foreclosure Deed, dated March 6, 2013		Vol. I	SAP151-SAP154
Exhibit K – Notice of Motion and Motion for Relief from the Automatic Stay Under 11 U.S.C. § 362 (with Supporting Declarations Regarding Property), dated July 2, 2012		Vol. I	SAP155-SAP236
Exhibit L – Order Granting Motion for Relief from the Automatic Stay Under 11 U.S.C. § 362 (with Supporting Declarations Regarding Property), dated August 7, 2012		Vol. II	SAP237-SAP243
Exhibit M – Notice of Trustee's Sale, dated March 11, 2013		Vol. II	SAP244-SAP247
Exhibit N – Notice of Lis Pendens, dated March 26, 2013		Vol. II	SAP248-SAP251

<u>Document Name</u>	<u>Date Filed</u>	<u>Vol.</u>	<u>Page</u>
Exhibit O – Trustee’s Deed Upon Sale, dated July 31, 2013		Vol. II	SAP252-SAP257

CERTIFICATE OF SERVICE

I, the undersigned, declare under penalty of perjury, that I am over the age of eighteen (18) years, and I am not a party to, nor interested in, this action. On July 30, 2018, I caused to be served a true and correct copy of the foregoing **APPELLEE'S SUPPLEMENTAL APPENDIX** upon the following by the method indicated:

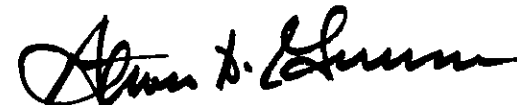
- ☐ **BY E-MAIL:** by transmitting via e-mail the document(s) listed above to the e-mail addresses set forth below and/or included on the Court's Service List for the above-referenced case.
- ☐ **BY OVERNIGHT MAIL:** by causing document(s) to be picked up by an overnight delivery service company for delivery to the addressee(s) on the next business day.
- ☐ **BY U.S. MAIL:** by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Las Vegas, Nevada addressed as set forth below:
- ☒ **BY ELECTRONIC SUBMISSION:** submitted to the above-entitled Court for electronic filing and service upon the Court's Service List for the above-referenced case.

/s/ Ruby Lengsavath
An Employee of SNELL & WILMER L.L.P.

MTRO

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Attorneys for Plaintiff

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03/27/2013 08:40:37 AM



CLERK OF THE COURT

DISTRICT COURT

CLARK COUNTY, NEVADA

SFR INVESTMENTS POOL 1, LLC a
Nevada limited liability company,

Plaintiff,

vs.

U.S. BANK, N.A., a national banking
association as Trustee for the Certificate
Holders of Wells Fargo Asset Securities
Corporation, Mortgage Pass-Through
Certificates, Series 2006-AR4 and LUCIA
PARKS, an individual, DOES I through X;
and ROE CORPORATIONS I through X,
inclusive,

Defendants.

Case No. A-13-678814-C

Dept. No. XVIII

**APPLICATION FOR TEMPORARY
RESTRAINING ORDER ON ORDER
SHORTENING TIME AND MOTION FOR
PRELIMINARY INJUNCTION**

Plaintiff SFR INVESTMENTS POOL 1, LLC ("SFR"), by and through its counsel,
hereby moves this Court for the issuance of a temporary restraining order ("TRO") on order
shortening time and for a Preliminary Injunction against U.S. BANK, a national banking
association as Trustee for the Certificate Holders of Wells Fargo Asset Securities Corporation,

Mortgage Pass-Through Certificates, Series 2006-AR4, a Nevada non-profit corporation, ("U.S. Bank" or "Defendant"), its successors, assigns and agents:¹

To enjoin Defendant U.S. Bank, its successors, assigns and agents from foreclosing on, selling, transferring, or otherwise conveying the real property commonly known as **2270 Nashville Avenue, Henderson, Nevada 89052, Parcel No. 178-19-712-012** (the "Property").

Plaintiff is title owner of a property that is facing an improperly noticed bank non-judicial foreclosure sale based on a deed of trust that was previously extinguished by the foreclosure of a superior lien.² Plaintiff seeks an emergency TRO to restrain Defendants from selling the Property at a trustee's sale currently scheduled for Monday, April 1, 2013 at 10:00 a.m.

Plaintiff seeks to prevent the irreparable harm that will occur if the non-judicial foreclosure sale is allowed to go forward on April 1, 2013 and asks this Court to maintain the status quo by entering a temporary restraining order. Plaintiff requests that this Court require a *de minimis* bond of \$100 because the value of the Property will not be diminished and Defendant will not be harmed by postponing a non-judicial foreclosure sale that has been pending for over three years for a few more weeks while the parties fully brief their positions on the issuance of a preliminary injunction.

This application is made pursuant to NRCP 65(a) and (b), EDCR 2.10, and is further

¹ Plaintiff also names Lucia Parks as Defendant in its Complaint, but does not seek a temporary restraining order against her with this Application, as she does not appear to be attempting to sell or otherwise transfer the Property at this time.

² Plaintiff purchased the Property at an auction based on an HOA super-priority lien. *See* HOA Foreclosure Deed, attached as **Exhibit 1**. The HOA foreclosure sale extinguished the deed of trust that Defendant is attempting to foreclose on next week. *See* NRS 116.3116(2); *The Super Priority Lien*, NV Real Estate Div. Advisory Op. 13-01, pp. 8-9 (Dec. 12, 2012) ("An association can foreclose its super priority lien[,] and the first security interest holder will either pay the super priority lien or lose its security") (attached as **Exhibit 2**); *Wingbrook Capital, LLC v. Peppertree Homeowners Assoc.*, Case No A-11-636948-B, June 2, 2011 Order (Dist. Ct. Clark County, NV. June 2, 2011), at p. 3, ¶¶ 2-3 ("Homeowners' associations . . . have a Super Priority Lien which has priority over the First Security Interest on a homeowners' unit.") (attached as **Exhibit 3**); *In re Gonzalez*, Case No. BK-S-11-12044-lbr, Dkt. No. 44, unpublished order, at p. 4, ¶¶ 9-14 (Bankr. D. Nev. Dec. 13, 2012) ("Pursuant to NRS 116.3116(2), any security interest in the Property held by [a bank with a first security interest] is junior to the HOA's super-priority lien.") (attached as **Exhibit 4**); *Centeno v. MERS*, Case No. A-12-660999-C, September 12, 2012 Order, at p. 4 (Dist. Ct. Clark County, NV. September 12, 2012), ("The plain language of the statute supports [Plaintiff's] argument that [it] owns [the property] free and clear of the bank's lien." (attached as **Exhibit 5**).

based on the Complaint on file herein, the Declaration of Diana S. Cline, Esq., the following points and authorities, and such evidence and oral argument as may be presented at the time of the hearing on this matter.

DATED March 25, 2013.

HOWARD KIM & ASSOCIATES

/s/ Diana S. Cline
Howard C. Kim, Esq.
Nevada Bar No. 10386
Diana S. Cline, Esq.
Nevada Bar No. 10580
Victoria L. Hightower, Esq.
Nevada Bar No. 10897
400 N. Stephanie St., Suite 160
Henderson, Nevada 89014
Phone: (702) 485-3300
Fax: (702) 485-330
Attorneys for Plaintiff

ORDER SHORTENING TIME

This matter came before the Court on Plaintiff's Application for Temporary Restraining Order on an Order Shortening Time. ~~The Court, having read and considered Plaintiff's Application for Temporary Restraining Order on an Order Shortening Time and the pleadings and papers on file herein, finds that Plaintiff will suffer irreparable harm if the subject property is sold at a non-judicial foreclosure sale on April 1, 2013, justifying the shortening of time.~~

Therefore, with good cause appearing, the Court now orders as follows:

IT IS HEREBY ORDERED THAT Plaintiff's Motion for an Order Shortening Time is granted.

THE COURT HEREBY sets the hearing for Plaintiff's ^{Application for TRO and} motion for a preliminary injunction on the 28th day of March, 2013, in Department XVIII of the above-entitled Court, at the hour of 8:15 a.m./~~p.m.~~, or as soon thereafter as counsel may be heard. Further,

///

Plaintiff shall immediately serve a copy of the Application for Temporary Restraining Order and Motion for Preliminary Injunction on Defendant.

Dated this 26 day of March, 2013.


DISTRICT COURT JUDGE

Respectfully Submitted by:

HOWARD KIM & ASSOCIATES

/s/ Diana S. Cline

Howard C. Kim, Esq.

Nevada Bar No. 10386

Diana S. Cline, Esq.

Nevada Bar No. 10580

Victoria L. Hightower, Esq.

Nevada Bar No. 10897

400 N. Stephanie St., Suite 160

Henderson, Nevada 89014

Phone: (702) 485-3300

Fax: (702) 485-3301

Attorneys for Plaintiff

NOTICE OF HEARING ON SHORTENED TIME

PLEASE TAKE NOTICE that on the 28th day of March, 2013, in Department XVIII of the above-entitled Court, at the hour of 8:15 a.m./~~p.m.~~, or as soon thereafter as counsel may be heard, the undersigned will bring Plaintiff's Application for Temporary Restraining Order on

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shortened time before this Court for hearing.

DATED March 25th, 2013.

HOWARD KIM & ASSOCIATES

/s/ Diana S. Cline

Howard C. Kim, Esq.

Nevada Bar No. 10386

Diana S. Cline, Esq.

Nevada Bar No. 10580

Victoria L. Hightower, Esq.

Nevada Bar No. 10897

400 N. Stephanie St., Suite 160

Henderson, Nevada 89014

Phone: (702) 485-3300

Fax: (702) 485-3301

Attorneys for Plaintiff

DECLARATION OF COUNSEL IN SUPPORT OF
ORDER SHORTENING TIME

I, DIANA S. CLINE, declare as follows:

1. I have personal knowledge of the facts set forth below, except for those factual statements expressly made upon information and belief, and as to those facts, I believe them to be true, and I am competent to testify.

2. I make this declaration in support of Plaintiff's Application for Temporary Restraining Order on Order Shortening Time and Motion for Preliminary Injunction.

3. I am counsel for Plaintiff SFR Investments Pool 1, LLC in this action.

4. The TRO is sought to prevent the foreclosure and sale of the real property commonly known as **2270 Nashville Avenue, Henderson, Nevada 89052, Parcel No. 178-19-712-012** (the "Property").

5. Upon information and belief, the Property is currently scheduled to be sold at a public auction on April 1, 2013 at 10:00 a.m.

6. Plaintiff is legal title holder of the Property. Plaintiff acquired the Property on March 1, 2013 by successfully bidding on the Property at a publicly-held foreclosure auction in accordance with NRS 116.3116, *et. seq.* ("HOA foreclosure sale").

1 7. The resulting HOA foreclosure deed was recorded on March 6, 2013, in the
2 Official Records of the Clark County Recorder as Instrument Number 201303060001614 ("HOA
3 Foreclosure Deed").

4 8. According to the Clark County Recorder's records, before the HOA foreclosure
5 sale, the Property was subject to a 2006 deed of trust securing a loan originated by Wells Fargo
6 Bank, N.A.. The deed of trust was recorded in the Official Records of the Clark County
7 Recorder as Instrument No. 200601050004275 ("First Deed of Trust"). It appears from the
8 public records that the beneficial interest in the First Deed of Trust was transferred to U.S. Bank
9 through one of two assignments recorded in July of 2010 or June of 2012 in the Official Records
10 of the Clark County Recorder as Instrument Nos. 201007120002705 and 201206070002928.

11 9. Before the recorded assignment of the deed of trust to U.S. Bank and before it
12 was substituted as trustee, National Default Servicing Corporation ("NDSC") recorded a Notice
13 of Default and Election to Sell against the Property on or about February 24, 2010 for amounts
14 due and owing beginning on November 1, 2009.

15 10. After recording but not following through on two Notices of Trustee's Sale in
16 2010 and 2011, on or about March 11, 2013, NDSC, recorded another Notice of Trustee's Sale in
17 the Official Records of the Clark County Recorder as Instrument Number 201303110003086
18 stating that the Property would be sold at a public auction pursuant to the terms of the First Deed
19 of Trust on March 26, 2013 at 10:00 a.m.

20 11. Upon information and belief, U.S. Bank failed to comply with all of the notice
21 requirements of NRS 107.080 including mailing a copy of the Notice of Trustee's Sale to
22 Plaintiff.

23 12. If Plaintiff's Application for TRO is not heard on order shortening time, the
24 upcoming sale will irreparably harm Plaintiff, divesting it of the unique Property, clouding title
25 to the Property and by increasing costs through the addition of a third-party purchaser before the
26 matter could be heard in the ordinary course.

27 13. If this order shortening time is granted, Plaintiff will serve and notice the hearing
28 for its application for temporary restraining order immediately.

I make this declaration under penalty of perjury under the laws of the State of Nevada this 25th day of March, 2013.

/s/ Diana S. Cline
DIANA S. CLINE, ESQ.

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff is title owner of a property that is facing an improperly noticed bank foreclosure sale based on a deed of trust that was previously extinguished by the foreclosure of a superior lien. **A homeowners association's super-priority lien has priority over a first security interest on a property if it is not paid; a foreclosure sale extinguishes the first security interest.** See NRS 116.3116(2); *The Super Priority Lien*, NV Real Estate Div. Advisory Op. 13-01, pp. 8-9 (Dec. 12, 2012) (“An association can foreclose its super priority lien[,] and the first security interest holder will either pay the super priority lien or lose its security”); see also *Wingbrook Capital, LLC v. Peppertree Homeowners Assoc.*, Case No A-11-636948-B, June 2, 2011 Order (Dist. Ct. Clark County, NV. June 2, 2011), at p. 3, ¶¶ 2-3 (“**Homeowners’ associations . . . have a Super Priority Lien which has priority over the First Security Interest on a homeowners’ unit.**”); *In re Gonzalez*, Case No. BK-S-11-12044-lbr, Dkt. No. 44, unpublished order, at p. 4, ¶¶ 9-14 (Bankr. D. Nev. Dec. 13, 2012) (“**Pursuant to NRS 116.3116(2), any security interest in the Property held by [a bank with a first security interest] is junior to the HOA’s super-priority lien.**”); and *Centeno v. MERS*, Case No. A-12-660999-C, September 12, 2012 Order, at p. 4 (Dist. Ct. Clark County, NV. September 12, 2012), (“**The plain language of the statute supports [Plaintiff’s] argument that [it] owns [the property] free and clear of the bank’s lien.**”).

Plaintiff purchased its property at an HOA foreclosure sale after Defendant U.S. Bank failed to cure the super-priority portion of an HOA lien. Defendant U.S. Bank is attempting to foreclose on a deed of trust that was extinguished through the HOA foreclosure sale. Defendant

1 U.S. Bank should be restrained from conducting a foreclosure sale which will further cloud title
2 to Plaintiff's property and complicate Plaintiff's ability to clear title by adding a third-party
3 purchaser to the mix. Plaintiff is entitled to injunctive relief, because, as set forth in more detail
4 below, Plaintiff has demonstrated the requirements of likelihood of success on the merits and a
5 showing of irreparable injury if the sale is allowed to proceed.

6 II. SUMMARY OF FACTS

7 SFR acquired the real property commonly known as 2270 Nashville Avenue, Henderson,
8 Nevada 89052, Parcel No. 178-19-712-012 (the "Property") on March 1, 2013 by successfully
9 bidding on the Property at a publicly-held foreclosure auction in accordance with NRS 116.3116,
10 *et. seq.* ("HOA foreclosure sale"). The HOA foreclosure deed was recorded on March 6, 2013.
11 *See* HOA Foreclosure Deed, **Ex. 1**. As recited in the HOA Foreclosure Deed, the HOA
12 foreclosure sale complied with all requirements of law, including but not limited to, the elapsing
13 of 90 days, recording and mailing of copies of Notice of Delinquent Assessment and Notice of
14 Default, and the recording, posting and publication of the Notice of Sale. **Defendant had notice**
15 **of the HOA foreclosure sale but failed to act to preserve its rights.**

16 Parks obtained title to the Property in January of 2006. Shortly thereafter, Wells Fargo
17 recorded a deed of trust against the Property. *See* First Deed of Trust, attached as **Exhibit 6**.
18 The beneficial interest in the First Deed of Trust appears to have been transferred to U.S. Bank
19 through one of two assignments recorded in July of 2010 or June of 2012. *See* 2010 and 2012
20 Assignments, attached as **Exhibits 7 and 8**. Before the recorded assignment of the deed of trust
21 to U.S. Bank and before it was substituted as trustee, National Default Servicing Corporation
22 ("NDSC") recorded a Notice of Default and Election to Sell against the Property on or about
23 February 24, 2010 for amounts due as of November 1, 2009. *See* Notice of Default, attached as
24 **Exhibit 9**.

25 After recording but not following through on two Notices of Trustee's Sale in 2010 and
26 2011, on or about March 11, 2013, NDSC, recorded another Notice of Trustee's Sale stating that
27 the Property would be sold at a public auction pursuant to the terms of the First Deed of Trust on
28 March 26, 2013 at 10:00 a.m. *See* Notices of Sale, attached as **Exhibits 10, 11, and 12**. Upon

1 information and belief, U.S. Bank failed to comply with all of the notice requirements of NRS
2 107.080 including mailing a copy of the Notice of Trustee's Sale to Plaintiff.

3 On March 22, 2013, Plaintiff initiated the above-captioned action by filing a Complaint
4 seeking to quiet title in its favor, a declaration that Defendants have no right, title or interest in
5 the Property, and a preliminary and a permanent injunction preventing Defendant U.S. Bank
6 from continuing foreclosure proceedings on the Property. See Complaint, attached as **Exhibit**
7 **13**.

8 II. LEGAL ARGUMENT

9 A. Legal Standards

10 1. *Temporary Restraining Order Standard*

11 A Temporary Restraining Order provides emergency relief for 15 days to preserve the
12 status quo. See *Sefton v. Am. Broker Conduit*, 2010 WL 2595290, 1 (D. Nev. 2010). In order to
13 obtain a temporary restraining order, Plaintiff must establish that: (1) Plaintiff is likely to
14 succeed on the merits, (2) Plaintiff is likely to suffer irreparable harm in the absence of
15 preliminary relief, (3) the balance of equities tips in her favor, and (4) an injunction is in the
16 public interest. *Id.*

17 2. *Preliminary Injunction Standard*

18 In *Number One Rent-A-Car v. Ramada Inns, Inc.*, 94 Nev. 779, 780, 587 P.2d 1329,
19 1330 (1978), the Nevada Supreme Court held that a preliminary injunction is to preserve the
20 status quo:

21 A preliminary injunction to preserve the status quo is
22 normally available upon a showing that the party seeking it
23 enjoys a reasonable probability of success on the merits and
24 that the defendant's conduct, if allowed to continue, will
result in irreparable harm for which compensatory damages is
an inadequate remedy.

25 In determining whether to issue a preliminary injunction, this Court should consider
26 the following factors: (1) the applicant's likelihood of success on the merits; (2) the threat of
27 irreparable harm to the applicant if the injunction is not granted. *Pickett v. Comanche Const.,*
28 *Inc.*, 108 Nev. 422, 426 (1992).

NRS 33.010 additionally provides that injunctive relief may be granted in the following cases:

1. When it shall appear by the complaint that the plaintiff is entitled to the relief demanded, and such relief or any part thereof consists in restraining commission or continuance of the act complained of, either for a limited period or perpetually.
2. When it shall appear by the complaint or affidavit that the commission or continuance of some act, during the litigation, would produce great or irreparable injury to the plaintiff.
3. When it shall appear, during the litigation, that the defendant is doing or threatens, or is about to do, or is procuring or suffering to be done, some act in violation of the plaintiffs rights respecting the subject of the action, and tending to render the judgment ineffectual.

Applying the foregoing factors, Plaintiff is entitled to injunctive relief against Defendant in the form requested.

B. Plaintiff Enjoys a Substantial Likelihood of Success on the Merits

Plaintiff's request for injunctive relief should be granted because it has a reasonable probability of success on the merits based on the plain language of NRS 116.3116 and the authority interpreting that statute. A reasonable probability of success, not an overwhelming likelihood, is all the movant need show for preliminary injunctive relief. *See Gilder v. PGA Tour, Inc.*, 936 F.2d 417, 422 (9th Cir. 1991); *Johnson v. California State Bd. of Accountancy*, 72 F.3d 1427, 1429 (9th Cir. 1995) ("[F]air chance of success on the merits," not certainty or even probability, is sufficient for preliminary injunction purposes.)

Here, Plaintiff has initiated an action to quiet title and to determine that any liens against the Property are junior to the super-priority portion of the HOA Lien were extinguished by the HOA foreclosure. Plaintiff enjoys a substantial likelihood of success on the merits in quieting title in its favor. In the meantime, Defendant U.S. Bank seeks to foreclose and sell a property based on a deed of trust that was extinguished by the HOA foreclosure sale.

Plaintiff Acquired Title to the Property through Foreclosure of Super-Priority HOA Lien

As asserted in the Complaint, the HOA had a valid lien against the Property for unpaid assessments. Pursuant to NRS 116.3116(2) the entire HOA Lien is prior to all other liens and encumbrances of unit except:

(a) Liens and encumbrances recorded before the recordation of the declaration and, in a cooperative, liens and encumbrances which the association creates, assumes or takes subject to;

(b) A first security interest on the unit recorded before the date on which the assessment sought to be enforced became delinquent or, in a cooperative, the first security interest encumbering only the unit's owner's interest and perfected before the date on which the assessment sought to be enforced became delinquent; and

(c) Liens for real estate taxes and other governmental assessments or charges against the unit or cooperative.

NRS 116.3116(2) further provides that a portion of the HOA Lien has priority over even a first security interest in the Property:

[the HOA Lien] is also prior to all security interests described in paragraph (b) to the extent of any charges incurred by the association on a unit pursuant to NRS 116.310312 and to the extent of the assessments for common expenses based on the periodic budget adopted by the association pursuant to NRS 116.3115 which would have become due in the absence of acceleration during the 9 months immediately preceding institution of an action to enforce the lien[.]

See NRS 116.3116(2).

In August of 2012, the Nevada Supreme Court recognized that the Nevada Real Estate Division of the Department of Business and Industry is responsible for interpreting NRS 116 and issuing advisory opinions relating to the extent and priority of the HOA super-priority lien. *See State, Bus. & Indus. v. Nev. Ass'n Servs.*, 128 Nev. Adv. Op. 34, 2012 WL 3127275 at 4 (Nev. Aug. 2, 2012) ("We therefore determine that the plain language of the statutes requires that the CCICCH and the Real Estate Division, and no other commission or division, interpret NRS Chapter 116.")

The Nevada Supreme Court also acknowledged that courts generally give "great deference" to an agency's interpretation of a statute that the agency is charged with enforcing. *State, Div. of Ins. v. State Farm Mut. Auto. Ins. Co.*, 116 Nev. 290, 293 (2000); *see also Dutchess Business Services v. Nev. State Bd. Of Pharmacy*, 124 Nev. 701, 709 (2008) (stating that it "defer[s] to an agency's interpretation of its governing statutes or regulations if the interpretation is within the language of the statute.").

In a December 12, 2012 advisory opinion, the Real Estate Division explained the extent of the statutorily-defined super-priority lien, along with the ramifications if a holder of a first security interest failed to cure it prior to an HOA foreclosure sale:

NRS 116.3116(2) provides that the association's lien is prior to all other liens recorded against the unit *except*: liens recorded against the unit before the declaration; first security interests (first deeds of trust); and real estate taxes or other governmental assessments. **There is one exception to the exceptions, so to speak, when it comes to priority of the association's lien. This exception makes a portion of an association's lien prior to the first security interest.** The portion of the association's lien given priority status to a first security interest is what is referred to as the "super priority lien" to distinguish it from the other portion of the association's lien that is subordinate to a first security interest. **The ramifications of the super priority lien are significant in light of the fact that superior liens, when foreclosed, remove all junior liens. An association can foreclose its super priority lien and the first security interest holder will either pay the super priority lien amount or lose its security.**

See The Super Priority Lien, NV Real Estate Div. Advisory Op. 13-01, pp. 8-9 (Dec. 12, 2012)(emphasis added)(attached as Ex. 2).

The Real Estate Division's interpretation is consistent with opinions issued by the Honorable Judge Elizabeth Gonzales of the Eighth Judicial District of Nevada, the Honorable Judge Linda Riegler of the United States Bankruptcy Court for the District of Nevada and the Honorable Judge Susan Scann of the Eighth Judicial District of Nevada. *See Wingbrook Capital, LLC v. Peppertree Homeowners Assoc.*, Case No A-11-636948-B, June 2, 2011 Order (Dist. Ct. Clark County, NV. June 2, 2011), at p. 3, ¶¶ 2-3 ("**Homeowners' associations . . . have a Super Priority Lien which has priority over the First Security Interest on a homeowners' unit.**"); *In re Gonzalez*, Case No. BK-S-11-12044-lbr, Dkt. No. 44, unpublished order, at p. 4, ¶¶ 9-14 (Bankr. D. Nev. Dec. 13, 2012) ("**Pursuant to NRS 116.3116(2), any security interest in the Property held by [a bank with a first security interest] is junior to the HOA's super-priority lien.**"); and *Centeno v. MERS*, Case No. A-12-660999-C, September 12, 2012 Order, at p. 4 (Dist. Ct. Clark County, NV. September 12, 2012), ("**The plain language of the statute supports [Plaintiff's] argument that [it] owns [the property] free and clear of the bank's lien.**"). .

Further, pursuant to NRS 116.31166, the HOA foreclosure sale vested title in Plaintiff "**without equity or right of redemption,**" and the HOA Foreclosure Deed is conclusive against the Property's "**former owner, his or her heirs and assigns, and all other persons.**"

Here, the super-priority portion of the HOA Lien had priority over the First Deed of

Trust. When the HOA foreclosed on the super-priority portion of its lien, the First Deed of Trust was extinguished. A foreclosure sale conducted pursuant to NRS 116.31162, 116.31163 and 116.31164, like all foreclosure sales, extinguishes the title owner's interest in the Property and all junior liens and encumbrances, including deeds of trust. Thus, as the First Deed of Trust is junior to the super-priority portion of the HOA Lien, it was extinguished by the HOA's foreclosure sale. With the stripping of the deed of trust, Defendant U.S. Bank lost any rights it may have had to foreclose on or otherwise sell, convey, or transfer title to the Property.

Based on the plain language of NRS 116.3116, *et. seq.*, Plaintiff is likely to succeed on the merits.

C. Immediate and Irreparable Harm Will Occur Without the Issuance of a TRO

Where there is a strong probability of success on the merits, like here, the movant need only demonstrate that it will suffer a degree of hardship that outweighs the hardship of the defendant. *See Topanga Press, Inc. v. City of Los Angeles*, 989 F.2d 1524, 1528 (9th Cir. 1993).

Here, Defendant will suffer little, if any, harm by being restrained from holding the sale as scheduled. Specifically, the value of the Property will not be diminished in any way under the Plaintiff's care under the proposed injunction. Plaintiff is only asking that the Court restrain the Defendant from conducting the sale until such time as the Court can fully hear the matter at hearing on a motion for preliminary injunction. U.S. Bank, if it is entitled to enforce the note and foreclose on the Property, is in no danger of not being able to move forward as complete its actions after the hearing, if it prevails.

On the other hand, Plaintiff is at risk of immediate and irreparable harm. **Plaintiff's ability to use the Property for its enjoyment or to otherwise use or sell the Property for profit will be immediate and irreparable.** Any sale with further cloud title to the Property and will potentially add another third-party purchaser into the fray. Plaintiff's business will be harmed. The Nevada Supreme Court acknowledges this irreparable harm in *Sobol v. Capital Management Consultants*, 102 Nev. 444, 726 P.2d 335, 337 (1986).

Without expressing an opinion on the merits of Sobol's complaint below, we conclude that Sobol has established a reasonable

likelihood of prevailing on the merits. Furthermore, acts committed without just cause **which unreasonably interfere with a business or destroy its credit or profits, may do an irreparable injury and thus authorize and injunction.** *Guion v. Terra Marketing of Nev., Inc.*, 90 Nev. 237, 240, 523 P.2d 847, 848 (1974).

(Emphasis added).

Moreover, if Defendant is permitted to sell the Property, there will be nothing left for Plaintiff to argue in its impending motion for a preliminary injunction or to determine in its quiet title action. Once the Property is sold, Plaintiff will have lost the unique business asset—the Property itself.

Because Plaintiff will suffer immediate and substantial harm, as opposed to the Defendant who will merely be restrained from conducting a sale on a certain date, on a property in which it has no remaining interest, the Court should grant Plaintiff's application for a TRO and motion for preliminary injunction.

D. A De Minimis Bond is Sufficient

The expressed purpose of posting a security bond is to protect a party from damages incurred as a result of a wrongful injunction, not from damages existing before the injunction was issued. *See* NRCP 65; *Glens Falls Ins. v. First Nat'l Bank*, 83 Nev. 196, 427 P.2d 1 (1967).

In this case, given the likelihood of success on the merits and the lack of “harm” that will be sustained by Defendant U.S. Bank if the TRO or preliminary injunction is improperly issued, Plaintiff requests that it only be required to post a *de minimis* bond.

E. The Balance of Hardships Weighs in Favor of Plaintiff

In addition to a likelihood of success on the merits and an irreparable injury, the balance of hardships weighs in favor of Plaintiff. The threatened injury to Plaintiff in denying the TRO outweighs any ostensible harm threatening Defendant U.S. Bank. Failure to issue an injunction will result in Plaintiff losing title to the Property, a unique asset which cannot be replaced.

III. CONCLUSION

Plaintiff needs immediate assistance from this Court to avoid irreparable damage. For the reasons set forth herein, Plaintiff requests that the Court:

HOWARD KIM & ASSOCIATES

400 N. STEPHANIE ST, SUITE 160
HENDERSON, NEVADA 89014
(702) 485-3300 FAX (702) 485-3301

1. Enter a TRO restraining and enjoining Defendant from foreclosing on and selling the Property at the trustee's sale currently scheduled April 1, 2013 at 10:00 a.m.;

2. Enter a TRO restraining and enjoining Defendant from foreclosing on or otherwise selling, transferring, or conveying the Property until this Court can hear the motion for preliminary injunction;

3. Grant a preliminary injunction enjoining Defendant from foreclosing on and otherwise selling, transferring, conveying, or otherwise encumbering the Property during the pendency of the above-captioned action.

DATED March 25th, 2013.

HOWARD KIM & ASSOCIATES

/s/ Diana S. Cline
Howard C. Kim, Esq.
Nevada Bar No. 10386
Diana S. Cline, Esq.
Nevada Bar No. 10580
Victoria L. Hightower, Esq.
Nevada Bar No. 10897
400 N. Stephanie St., Suite 160
Henderson, Nevada 89014
Phone: (702) 485-3300
Fax: (702) 485-330
Attorneys for Plaintiff

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Title to Property

COURT MINUTES

May 17, 2013

A-13-678814-C SFR Investments Pool 1, LLC, Plaintiff(s)
vs.
US Bank, Defendant(s)

May 17, 2013 8:33 AM **Decision: Pltf's Motion for Preliminary Injunction & Deft.
Lucia Parks' Notice of Joinder in Pltf's Motion for
Preliminary Injunction**

HEARD BY: Barker, David

COURTROOM: RJC Courtroom 11B

COURT CLERK: April Watkins

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- The Court FINDS that the Plaintiff has not established a likelihood of success on the merits in this action, therefore it is hereby ORDERED that the Plaintiff s Motion for a Preliminary Injunction is DENIED.

The Court FURTHER ORDERS a STAY of this determination for THIRTY (30) days from the notice of entry of order, during which time Defendant U.S. Bank, its successors, assigns and agents are restrained and enjoined from foreclosing on, selling, transferring, or otherwise conveying the real property commonly known as 2270 Nashville Avenue, Henderson, Nevada 89052, Parcel No. 178-19-712-012.

FURTHER ORDERED, Deft. Lucia Parks' Notice of Joinder GRANTED.

Defendant U.S. Bank is to prepare and submit an order consistent with this determination.

CLERK'S NOTE: A copy of this minute order was placed in the attorney folder(s) of: Diana S. Cline, Esq., (Kim & Assoc); Chelsea A. Crowton, Esq., (Wright F & Z) and D. Chris Albright, Esq., (Albright

PRINT DATE: 05/17/2013

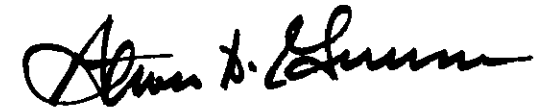
Page 1 of 2

Minutes Date: May 17, 2013

SAP016

A-13-678814-C

S W & A). aw



CLERK OF THE COURT

1 **NEOJ**
2 **WRIGHT, FINLAY & ZAK, LLP**
3 Chelsea A. Crowton, Esq.
4 Nevada Bar No. 11547
5 5532 South Fort Apache Road, Suite 110
6 Las Vegas, NV 89148
7 (702) 475-7964; Fax: (702) 946-1345
8 ccrowton@wrightlegal.net
9 *Attorney for Defendant,*
10 *U.S. Bank, N.A., as Trustee for the Certificate Holders of Wells Fargo Asset Securities*
11 *Corporation, Mortgage Pass-Through Certificates, Series 2006-AR4*

8 **DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

10 **SFR INVESTMENTS POOL, LLC, a Nevada**
11 **limited liability company**

Case No.: A-13-678814-C

Dept. No.: XVIII

12 **Plaintiff,**

NOTICE OF ENTRY OF ORDER

13 **vs.**

14 **US BANK, N.A., a national banking association**
15 **as Trustee for the Certificate Holders of Wells**
16 **Fargo Asset Securities Corporation, Mortgage**
17 **Pass-Through Certificates, Series 2006-AR4,**
18 **and LUCIA PARKS, an individual; DOES I**
19 **through X, and ROE CORPORATIONS I**
20 **through X, inclusive.**

21 **Defendants.**

22 **TO ALL INTERESTED PARTIES:**

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1 PLEASE TAKE NOTICE that an Order Denying Plaintiff's Motion for Preliminary
2 Injunction was entered in the above-entitled Court on the 10th day of June, 2013, a copy of which
3 is attached hereto.

4 DATED this 10th day of June, 2013.
5

6 WRIGHT, FINLAY & ZAK, LLP

7 

8 Chelsea A. Crowton, Esq.

9 Nevada Bar No. 11547

10 5532 South Fort Apache Road, Suite 110

11 Las Vegas, NV 89148

12 *Attorney for Defendant, U.S. Bank, N.A., as Trustee*
13 *for the Certificate Holders of Wells Fargo Asset*
14 *Securities Corporation, Mortgage Pass-Through*
15 *Certificates, Series 2006-AR4*

16 **AFFIRMATION**

17 Pursuant to N.R.S. 239B.030

18 The undersigned does hereby affirm that the preceding **NOTICE OF ENTRY OF**
19 **ORDER** filed in Case No. A-13-678814-C **does not** contain the social security number of any
20 person.

21 DATED this 10th day of June, 2013.
22

23 WRIGHT, FINLAY & ZAK, LLP

24 

25 Chelsea A. Crowton, Esq.

26 Nevada Bar No. 11547

27 5532 South Fort Apache Road, Suite 110

28 Las Vegas, NV 89148

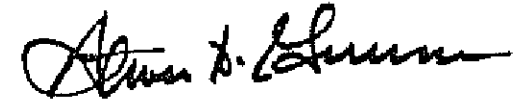
Attorney for Defendant, U.S. Bank, N.A., as Trustee
for the Certificate Holders of Wells Fargo Asset
Securities Corporation, Mortgage Pass-Through
Certificates, Series 2006-AR4

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I HEREBY CERTIFY that I am an employee of WRIGHT, FINLAY & ZAK, LLP; that service of the foregoing NOTICE OF ENTRY OF ORDER was made on the **10th** day of June, 2013, by depositing a true copy of same in the United States Mail, at Las Vegas, Nevada, addressed as follows:

Howard C. Kim, Esq.
Diana S. Cline, Esq.
Victoria L. Hightower, Esq.
HOWARD KIM & ASSOCIATES
400 N. Stephanie St., Suite 160
Henderson, NV 89014
Attorneys for Plaintiff

/s/ Ashley Renteria
An Employee of WRIGHT, FINLAY & ZAK, LLP



CLERK OF THE COURT

1 **ORDER**

2 **WRIGHT, FINLAY & ZAK, LLP**

3 **Chelsea A. Crowton, Esq.**

4 **Nevada Bar No. 11547**

5 **5532 South Fort Apache Road, Suite 110**

6 **Las Vegas, NV 89148**

7 **(702) 475-7964; Fax: (702) 946-1345**

8 **ccrowton@wrightlegal.net**

9 ***Attorney for Defendant,***

10 ***U.S. Bank, N.A., as Trustee for the Certificate Holders of Wells Fargo Asset Securities***

11 ***Corporation, Mortgage Pass-Through Certificates, Series 2006-AR4***

12 **DISTRICT COURT**

13 **CLARK COUNTY, NEVADA**

14 **SFR INVESTMENTS POOL 1, LLC, a Nevada**

15 **limited liability company**

16 **Plaintiff,**

17 **vs.**

18 **US BANK, N.A., a national banking association**

19 **as Trustee for the Certificate Holders of Wells**

20 **Fargo Asset Securities Corporation, Mortgage**

21 **Pass-Through Certificates, Series 2006-AR4,**

22 **and LUCIA PARKS, an individual; DOES I**

23 **through X, and ROE CORPORATIONS I**

24 **through X, inclusive.**

25 **Defendants.**

Case No.: A-13-678814-C

Dept. No.: XVIII

26 **ORDER DENYING PLAINTIFF'S**

27 **MOTION FOR PRELIMINARY**

28 **INJUNCTION**

21 The Plaintiff's Motion for Preliminary Injunction having come on for hearing in the

22 above-entitled Court on May ¹⁶7, 2013 at the hour of ^{8:15}8:30 A.M. The Plaintiff, SFR Investments

23 Pool 1, LLC, appearing by and through its counsel of record, Diana S. Cline, Esq., of Howard

24 Kim & Associates; the Defendant, U.S. Bank, N.A., as Trustee for the Certificate Holders of

25 Wells Fargo Asset Securities Corporation, Mortgage Pass-Through Certificates, Series 2006-

26 AR4, appearing by and through its counsel of record, Chelsea A. Crowton, Esq., of Wright,

27 Finlay & Zak, LLP, and the Court having considered all arguments presented, the pleadings on

28 ///

1 file herein, and determining that good cause appearing, hereby rules as follows:

2 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that Plaintiff's Motion
3 for Preliminary injunction is hereby denied.

4 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that a stay of thirty (30)
5 days is imposed from the date of service of the Notice of Entry of the Order Denying Plaintiff's
6 Motion for Preliminary Injunction, during which time Defendant, U.S. Bank, N.A., as Trustee
7 for the Certificate Holders of Wells Fargo Asset Securities Corporation, Mortgage Pass-Through
8 Certificates, Series 2006-AR4, its successors, assigns, and agents, are restrained and enjoined
9 from foreclosing on, selling, transferring, or otherwise conveying the real property commonly
10 known as 2270 Nashville Avenue, Henderson, Nevada 89052, Parcel No. 178-19-712-012.

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IT IS HEREBY ORDERED ADJUDGED AND DECREED that Defendant, Lucia Park's, Notice of Joinder is hereby granted.

IT IS SO ORDERED.

Dated this _____ day of May, 2013.

DISTRICT COURT JUDGE

Respectfully Submitted by:

WRIGHT, FINLAY & ZAK, LLP

Chelsea A. Crowton, Esq.

Nevada Bar No. 11547

5532 South Fort Apache Road, Suite 110

Las Vegas, NV 89148

Attorney for Defendant, U.S. Bank, N.A.,

as Trustee for the Certificate Holders of

Wells Fargo Asset Securities Corporation,

Mortgage Pass-Through Certificates.

Series 2006-AR4

Reviewed by:

HOWARD KIM & ASSOCIATES

Approved by:

ALBRIGHT, STODDARD, WARNICK &
ALBRIGHT /

Diana S. Cline, Esq.

Nevada Bar No. 10580

400 N. Stephanie St, Suite 160

Henderson, Nevada 89014

Attorney for Plaintiff,

SFR Investments Pool 1, LLC

D. Chris Albright, Esq.

Nevada Bar No. 4904

801 South Rancho Drive, Suite D-4

Las Vegas, NV 89106

Attorney for Defendant, Lucia Parks

1 IT IS HEREBY ORDERED ADJUDGED AND DECREED that Defendant, Lucia
2 Park's, Notice of Joinder is hereby granted.

3 IT IS SO ORDERED.

4 Dated this 7th day of June ~~May~~, 2013.

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DISTRICT COURT JUDGE 

Respectfully Submitted by:

WRIGHT FINLAY & ZACK, LLP

Chelsea A. Crowton, Esq.

Nevada Bar No. 11547

5532 South Fort Apache Road, Suite 110

Las Vegas, NV 89148

*Attorney for Defendant, U.S. Bank, N.A.,
as Trustee for the Certificate Holders of
Wells Fargo Asset Securities Corporation,
Mortgage Pass-Through Certificates,
Series 2006-AR4*

Reviewed by:

HOWARD KIM & ASSOCIATES

Diana S. Cline, Esq.

Nevada Bar No. 10580

400 N. Stephanie St, Suite 160

Henderson, Nevada 89014

Attorney for Plaintiff,

SFR Investments Pool 1, LLC

Approved by:

ALBRIGHT, STODDARD, WARNICK &
ALBRIGHT



D. Chris Albright, Esq.

Nevada Bar No. 4904

801 South Rancho Drive, Suite D-4

Las Vegas, NV 89106

Attorney for Defendant, Lucia Parks

I. Party Information

Plaintiff(s) (name/address/phone): SFR INVESTMENTS POOL 1, LLC Attorney (name/address/phone): Howard C. Kim, Esq., Diana S. Cline, Esq., and Jacqueline A. Gilbert; Howard Kim and Associates, 400 North Stephanie St., Suite 160, Henderson , Nevada 89014 (702) 485-3300	Defendant(s) (name/address/phone): U.S. BANK, N.A., a national banking association, as Trustee for the Certificate Holders of Wells Fargo Asset Securities Corporation, Mortgage Pass-Through Certificates, Series 2006-AR4; NV WEST SERVICING, LLC, a Nevada limited liability company, as Trustee for NASHVILLE TRUST 2270; DOES I-X; and ROES 1-10, inclusive Attorney (name/address/phone):
---	---

II. Nature of Controversy (Please check applicable bold category and applicable subcategory, if appropriate)

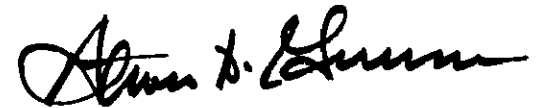
Arbitration Requested

Civil Cases		
Real Property	Torts	
<div><input type="checkbox"/> Landlord/Tenant<div><input type="checkbox"/> Unlawful Detainer</div></div> <div><input checked="" type="checkbox"/> Title to Property<div><input type="checkbox"/> Foreclosure</div><div><input type="checkbox"/> Liens</div><div><input checked="" type="checkbox"/> Quiet Title</div><div><input type="checkbox"/> Specific Performance</div></div>		

☐ Condemnation/Eminent Domain☐ Other Real Property

☐ Partition

☐ Planning/Zoning



CLERK OF THE COURT

COMP

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Henderson, Nevada 89014
Telephone: (702) 485-3300
Facsimile: (702) 485-3301
Attorneys for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

SFR INVESTMENTS POOL 1, LLC, a
Nevada limited liability company,

Plaintiff,

vs.

U.S. BANK, N.A., a national banking
association, as Trustee for the Certificate
Holders of Wells Fargo Asset Securities
Corporation, Mortgage Pass-Through
Certificates, Series 2006-AR4; NV WEST
SERVICING, LLC, a Nevada limited liability
company, as Trustee for NASHVILLE
TRUST 2270; DOES I-X; and ROES 1-10,
inclusive,

Defendants.

Case No. **A- 13 - 688734 - C**

Dept. No. **XXI X**

COMPLAINT

Arbitration Exemptions:

1. Action for Declaratory Relief
2. Action Concerning Real Property

Plaintiff SFR INVESTMENTS POOL 1, LLC ("SFR") files its complaint and alleges
against above-named defendants as follows:

I. PARTIES

1. SFR is a Nevada limited liability company with its principal place of business in Clark County, Nevada and the current owner of the property commonly known as **2270 Nashville Avenue, Henderson, Nevada, 89052; Parcel No. 178-19-712-012** (the “Property”).

2. Upon information and belief, Defendant US BANK, N.A. (“US Bank”) is a national banking association and Trustee for the Certificate Holders of Wells Fargo Asset Securities Corporation, Mortgage Pass-Through Certificates, Series 2006-AR4 that proceeded with the foreclosure of a deed of trust on the Property without complying with the requirements of NRS 107.080.

3. Upon information and belief, Defendant NV WEST SERVICING, LLC as Trustee for NASHVILLE TRUST 2270 (“NV West Servicing”) may claim an interest in the Property through a trustee’s deed issued after the wrongful foreclosure of the Property.

4. Upon information and belief, each of the defendants sued herein as DOES I through X, inclusive claim an interest in the Property or are responsible in some manner for the events and action that plaintiff seeks to enjoin; that when the true names capacities of such defendants become known, plaintiff will ask leave of this Court to amend this complaint to insert the true names, identities and capacities together with proper charges and allegations.

5. Upon information and belief, each of the defendants sued herein as ROES CORPORATIONS I through X, inclusive claim an interest in the Property or are responsible in some manner for the events an happenings herein that plaintiff seeks to enjoin; that when the true names capacities of such defendants become known, plaintiff will ask leave of this Court to amend this complaint to insert the true names, identities and capacities together with proper charges and allegations.

II. GENERAL ALLEGATIONS

SFR Acquired Title to the Property through Foreclosure of an Association Lien with Super Priority Amounts

6. SFR acquired the Property on March 1, 2013 by successfully bidding on the Property at a publicly-held foreclosure auction in accordance with NRS 116.3116, *et. seq.* (“Association foreclosure sale”).

7. On or about March 6, 2013, the resulting foreclosure deed was recorded in the Official Records of the Clark County Recorder as Instrument Number 201303060001614 ("Association Foreclosure Deed").

8. On or about March 22, 2013, SFR filed a complaint for quiet title and injunctive relief in Case No. A-13-678814-C at the Eighth Judicial District Court alleging that U.S. Bank's interest in the Property, if any, via the First Deed of Trust was extinguished by the foreclosure of the super priority portion of the Association Lien. The litigation is ongoing at the Nevada Supreme Court as Case No. 63614.

9. The foreclosure sale was conducted by Nevada Association Services, Inc. ("NAS"), agent for Copper Ridge HOA, pursuant to the powers conferred by the Nevada Revised Statutes 116.3116 and 116.31162-116.31168, the Copper Ridge HOA governing documents (CC&R's) and a Notice of Delinquent Assessments, recorded on May 24, 2012 in the Official Records of the Clark County Recorder as Instrument Number 201205240002436 ("Association Lien").

10. As recited in the Association Foreclosure Deed, the Association foreclosure sale complied with all requirements of law, including but not limited to, recording and mailing of copies of Notice of Delinquent Assessments and Notice of Default, and the recording, posting and publication of the Notice of Sale.

11. Pursuant to NRS 116.3116(2), the entire Association Lien

is prior to all other liens and encumbrances of unit except:

(a) Liens and encumbrances recorded before the recordation of the declaration and, in a cooperative, liens and encumbrances which the association creates, assumes or takes subject to;

(b) A first security interest on the unit recorded before the date on which the assessment sought to be enforced became delinquent or, in a cooperative, the first security interest encumbering only the unit's owner's interest and perfected before the date on which the assessment sought to be enforced became delinquent; and

(c) Liens for real estate taxes and other governmental assessments or charges against the unit or cooperative.

12. NRS 116.3116(2) further provides that a portion of the Association Lien has priority over even a first security interest in the Property:

[the Association Lien] is also prior to all security interests described in paragraph (b) to the extent of any charges incurred by the association on a unit pursuant to NRS 116.310312 and to the extent of the assessments for common expenses

1 based on the periodic budget adopted by the association pursuant to NRS
2 116.3115 which would have become due in the absence of acceleration during the
3 9 months immediately preceding institution of an action to enforce the lien[.]

4 13. Upon information and belief, the Association took the necessary action to trigger the
5 super-priority portion of the Association Lien.

6 14. Upon information and belief, no party still claiming an interest in the Property recorded a
7 lien or encumbrance prior to the declaration creating the Association.

8 15. Upon information and belief, the Association's bid on the Property was in excess of the
9 amount necessary to satisfy the costs of sale and the super-priority portion of the Association
10 Lien.

11 16. Upon information and belief, the Association or its agent NAS distributed or should have
12 distributed the excess funds to lien holders in order of priority pursuant to NRS 116.3114(c).

13 17. Upon information and belief, U.S. Bank, and NV West Servicing had actual or
14 constructive notice of the requirement to pay assessments to the Association and of the
15 Association Lien.

16 18. Upon information and belief, U.S. Bank and NV West Servicing had actual or
17 constructive notice of the Association's foreclosure proceedings.

18 19. Upon information and belief, prior to the Association foreclosure sale, no individual or
19 entity paid the full amount of delinquent assessments described in the Notice of Default.

20 20. Upon information and belief, U.S. Bank and NV West Servicing had actual or
21 constructive notice of the super-priority portion of the Association Lien.

22 21. Upon information and belief, U.S. Bank and NV West Servicing knew or should have
23 known that U.S. Bank's interest in the Property could be extinguished through foreclosure if it
24 had failed to cure the super-priority portion of the Association Lien representing 9 months of
25 assessments for common expenses based on the periodic budget adopted by the association
26 which would have become due in the absence of acceleration for the relevant time period.

27 22. Upon information and belief, prior to the Association foreclosure sale, no individual or
28 entity paid the super-priority portion of the Association Lien representing 9 months of
assessments for common expenses based on the periodic budget adopted by the association

which would have become due in the absence of acceleration for the relevant time period.

23. Pursuant to NRS 116.31166, the foreclosure sale vested title in SFR “without equity or right of redemption,” and the Foreclosure Deed is conclusive against the Property’s “former owner, his or her heirs and assigns, and **all other persons.**”

Interests, Liens and Encumbrances Extinguished by the Super-Priority Association Lien

24. Upon information and belief, Lucia Parks obtained title to the Property on or about January 5, 2006 through a Grant Bargain Sale Deed from Albert Brandelli and Mary Brandelli that was recorded in the Official Records of the Clark County Recorder as Instrument No. 200601050004273.

25. On or about January 5, 2006, Wells Fargo Bank, N.A. (“Wells Fargo”) recorded a deed of trust against the Property in the Official Records of the Clark County Recorder as Instrument No. 200601050004275 (“First Deed of Trust”).

26. Upon information and belief, the Association was formed and its declaration of CC&Rs was recorded in the Official Records of the Clark County Recorder before the First Deed of Trust was recorded.

27. Upon information and belief, Wells Fargo had actual or constructive notice of the Association Lien and NRS 116.3116 before it funded the loan secured by the First Deed of Trust.

28. On or about June 7, 2012, an assignment purporting to transfer the beneficial interest in the First Deed of Trust to U.S. Bank National Association, as Trustee for Wells Fargo Asset Securities Corporation, Mortgage Pass-Through, Certificates Series 2006-AR4 (“U.S. Bank”) was recorded in the Official Records of the Clark County Recorder as Instrument No. 201007120002705.

29. Upon information and belief, U.S. Bank had actual or constructive notice of the Association Lien and NRS 116.3116 before it obtained an interest in the First Deed of Trust.

30. Upon information and belief, purported trustee of the First Deed of Trust, National Default Servicing Corporation conducted a trustee’s sale based on the First Deed of Trust on or about July 18, 2013 in the Official Records of the Clark County Recorder.

31. Upon information and belief, U.S. Bank and its agents failed to comply with the

requirements of NRS 107.080, including but not limited to, mailing notice of the trustee's sale to SFR.

32. Upon information and belief, U.S. Bank did not have authority to enforce First Deed of Trust and/or the underlying promissory note at the time it foreclosed on the Property.

33. On or about July 31, 2013, a trustee's deed upon sale purporting to transfer title to the Property to NV West Servicing was recorded.

34. Upon information and belief, NV West Servicing had actual or constructive notice of SFR's interest in the Property and the pending litigation before it acquired the Property at the trustee's sale.

35. Upon information and belief, NV West Servicing had actual or constructive notice that U.S. Bank and its agents failed to comply with the requirements of NRS 107.080, including but not limited to, mailing notice of the trustee's sale to SFR.

36. NV West Servicing's interest in the Property is invalid as it was not a bona fide purchaser for value because it took title to the Property with notice of the foreclosure of the super priority portion of the Association Lien, notice of the pending litigation and notice that U.S. Bank failed to comply with the requirements of NRS 107.080.

III. FIRST CLAIM FOR RELIEF
(Declaratory Relief/Quiet Title Pursuant to NRS 30.010, *et. seq.*, NRS 40.10 & NRS 116.3116)

37. SFR repeats and realleges the allegations of paragraphs 1-36 as though fully set forth herein and incorporates the same by reference.

38. Pursuant to NRS 30.010, *et. seq.* and NRS 40.10, this Court has the power and authority to declare the SFR's rights and interests in the Property and to resolve Defendants' adverse claims in the Property.

39. SFR acquired the Property on March 1, 2013 by successfully bidding on the Property at a publicly-held foreclosure auction in accordance with NRS 116.3116, *et. seq.*

40. Upon information and belief, NV West Servicing claims an interest in the Property via U.S. Bank's foreclosure sale, even after the Association foreclosure sale and despite the failure of U.S. Bank and its agents to comply with the requirements of NRS 107.080.

1 41. A foreclosure sale conducted pursuant to NRS 116.31162-NRS 116.31168, like all
2 foreclosure sales, extinguishes the title owner's interest in the Property and all junior liens and
3 encumbrances, including deeds of trust.

4 42. A foreclosure sale that does not substantially comply with the requirements of NRS
5 107.080 or by an entity that does not have authority to enforce the deed of trust and/or
6 underlying promissory note is invalid.

7 43. SFR is entitled to a declaratory judgment from this Court finding that: (1) SFR is the title
8 owner of the Property; (2) the Association Foreclosure Deed is valid and enforceable; (3) U.S.
9 Bank did not substantially comply with the requirements of NRS 107.080, allowing the
10 foreclosure to be voided; and (4) SFR's rights and interest in the Property are superior to any
11 adverse interest claimed by U.S. Bank and NV West Servicing.

12 44. SFR seeks an order from the Court quieting title to the Property in favor of SFR.

13 **IV. SECOND CLAIM FOR RELIEF**
14 **(Wrongful Foreclosure against U.S. Bank)**

15 45. SFR repeats and realleges the allegations of paragraphs 1- 44 as though fully set forth
16 herein and incorporate the same by reference.

17 46. Upon information and belief, U.S. Bank did not have authority to enforce the First Deed
18 of Trust and underlying promissory note against the Property.

19 47. Upon information and belief, U.S. Bank and its agents did not comply with the
20 requirements of NRS 107.080, including but not limited to providing proper notice to SFR before
21 proceeding to sale on July 18, 2013.

22 48. Upon information and belief, U.S. Bank did not have authority to enforce the First Deed
23 of Trust and/or the underlying promissory note at the time of the foreclosure sale.

24 49. SFR has been required to hire attorneys to protect its rights in the Property and to pursue
25 this action.

26 50. SFR is entitled to general and special damages in excess of \$10,000.00.

27 51. SFR is entitled to rescission of U.S. Bank's foreclosure sale pursuant to NRS 107.080(5)
28 and (6).

V. THIRD CLAIM FOR RELIEF
(Preliminary and Permanent Injunction)

52. SFR repeats and realleges the allegations of paragraphs 1- 51 as though fully set forth herein and incorporate the same by reference.

53. SFR acquired the Property on March 1, 2013 by successfully bidding on the Property at a publicly-held foreclosure auction in accordance with NRS 116.3116, *et. seq.*

54. NV West Servicing may claim an interest in the Property through the improperly noticed and conducted foreclosure sale of the First Deed of Trust.

55. A foreclosure sale based on the First Deed of Trust is void.

56. Any attempt to sell, transfer, encumber or otherwise convey the Property by U.S. Bank and NV West Servicing would be invalid.

57. On the basis of the facts described herein, SFR has a reasonable probability of success on the merits of its claims and has no other adequate remedies at law.

58. SFR is entitled to a preliminary injunction and permanent injunction prohibiting U.S. Bank or NV West Servicing from beginning or continuing any eviction proceedings that would affect SFR's possession of the Property.

59. SFR is entitled to a preliminary injunction and permanent injunction prohibiting U.S. Bank and NV West Servicing from any sale or transfer that would affect the title to the Property.

VI. PRAYER FOR RELIEF

SFR requests judgment against U.S. Bank and NV West Servicing as follows:

1. For a declaration and determination that SFR Investments Pool 1, LLC is the rightful owner of title to the Property, and that U.S. Bank and NV West Servicing declared to have no right, title or interest in the Property.

2. For a preliminary and permanent injunction that U.S. Bank and NV West Servicing are prohibited from initiating or continuing foreclosure proceedings, and from selling or transferring the Property;

3. For rescission of the July 18th, 2013 foreclosure sale.

4. For general and special damages in excess of \$10,000.00

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(702) 485-3300 FAX (702) 485-3301

1 5. For an award of attorney's fees and costs of suit; and

2 6. For any further relief that the Court may deem just and proper.

3 DATED September 13th, 2013.

HOWARD KIM & ASSOCIATES

/s/ Diana S. Cline

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Nevada Bar No. 10386

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Nevada Bar No. 10580

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Attorneys for Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

SFR INVESTMENTS POOL 1, LLC, a
Nevada limited liability company,

Case No.

Dept. No.

Plaintiff,

vs.

**INITIAL APPEARANCE FEE
DISCLOSURE (NRS CHAPTER 19)**

U.S. BANK, N.A., a national banking
association, as Trustee for the Certificate
Holders of Wells Fargo Asset Securities
Corporation, Mortgage Pass-Through
Certificates, Series 2006-AR4; NV WEST
SERVICING, LLC, a Nevada limited liability
company, as Trustee for NASHVILLE TRUST
2270; DOES I-X; and ROES 1-10, inclusive,

Defendants.

Pursuant to NRS Chapter 19, as amended by Senate Bill 106, filing fees are

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(702) 485-3300 FAX (702) 485-3301

submitted for parties appearing in the above-entitled action as indicated below:

SFR INVESTMENTS POOL 1, LLC \$270.00

TOTAL \$270.00

DATED September 13th, 2013.

HOWARD KIM & ASSOCIATES

/s/ Diana S. Cline

Howard C. Kim, Esq.

Nevada Bar No. 10386

Diana S. Cline, Esq.

Nevada Bar No. 10580

Jacqueline A. Gilbert, Esq.

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400 N. Stephanie St., Suite 160

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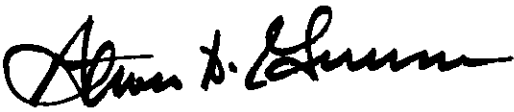
Phone: (702) 485-3300

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Attorneys for Plaintiff

Nashville I

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CLERK OF THE COURT

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Facsimile: (702) 485-3301
Attorneys for SFR Investments Pool 1, LLC

DISTRICT COURT

CLARK COUNTY, NEVADA

SFR INVESTMENTS POOL 1, LLC a Nevada
limited liability company,

Plaintiff,

vs.

U.S. BANK, N.A., a national banking
association as Trustee for the Certificate
Holders of Wells Fargo Asset Securities
Corporation, Mortgage Pass-Through
Certificates, Series 2006-AR4 and LUCIA
PARKS, an individual, DOES I through X; and
ROE CORPORATIONS I through X,
inclusive,

Defendants.

Case No. A-13-678814-C
Dept. No. XVIII

SFR INVESTMENTS POOL 1, LLC, a
Nevada limited liability company,

Plaintiff,

vs.

U.S. BANK, N.A., a national banking
association, as Trustee for the Certificate
Holders of Wells Fargo Asset Securities
Corporation, Mortgage Pass-Through
Certificates, Series 2006-AR4; NV WEST
SERVICING, LLC, a Nevada limited liability
company, as Trustee for NASHVILLE TRUST
2270; DOES I-X; and ROES 1-10, inclusive,

Defendants.

**STIPULATION AND ORDER TO
CONSOLIDATE CASE NO.
A-13-678814-C WITH
A-13-688734-C**

1 NV WEST SERVICING, LLC, a Nevada
2 limited liability company, as Trustee for
NASHVILLE TRUST 2270

3 Cross-Complainant,

4 vs.

5 NATIONAL DEFAULT SERVICING
6 CORPORATION, an Arizona Corporation;
7 DOES XI through XX

8 Third Party Defendants

9 Plaintiff SFR Investments Pool 1, LLC ("SFR"), Defendant U.S. Bank, N.A., a national
10 banking association as Trustee for the Certificate Holders of Wells Fargo Asset Securities
11 Corporation, Mortgage Pass-Through Certificates, Series 2006-AR4 ("U.S. Bank"),
12 Defendant/Cross-Complainant NV West Servicing, LLC ("NV West"), and Third Party
13 Defendant National Default Servicing Corporation ("NDSC") hereby stipulate and agree to a
14 binding Court order as follows:

15 **RECITALS**

- 16 1. Plaintiff filed the lawsuit for quiet title in this Court against U.S. Bank and Lucia Parks on
17 March 22, 2013, case number A-13-678814-C alleging that U.S. Bank's and Park's interests
18 in the real property located at 2270 Nashville Avenue, Henderson, Nevada, 89052; Parcel
19 No. 178-19-712-012 (the "Property") were extinguished by the homeowners association's
20 foreclosure of its super priority lien through which SFR obtained its interest in the Property
21 ("Quiet Title Case").
- 22 2. This Court granted U.S. Bank's motion to dismiss SFR's claims with prejudice and SFR
23 appealed the dismissal order.
- 24 3. Subsequently, U.S. Bank foreclosed pursuant to the terms of its deed of trust recorded
25 against the Property. The trustee's sale was conducted by NDSC. NV West was the
26 purchaser at the trustee's sale.
- 27 4. Plaintiff subsequently filed wrongful foreclosure and quiet title claims against U.S. Bank
28

1 and NV West on September 16, 2013, case number A-13-688734-C alleging that the
2 trustee's sale was wrongful and should be set aside because the requirements of NRS
3 107.080 were not followed and U.S. Bank could not enforce the deed of trust against the
4 Property.

5 5. NV West third party claims for rescission against NDSC as alternative relief.

6 6. Pursuant to EDCR 2.50, this stipulation to consolidate must be reviewed by the judge
7 assigned to the case first commenced.

8 7. The matter before this Court is the first of these related matters commenced, making this the
9 proper forum for consolidation and hearing these two matters.

10 8. None of the parties oppose consolidation of these two matters before this Court.

11 Now therefore, the above parties hereby stipulate as follows:

12 IT IS HEREBY STIPULATED AND AGREED the Case Number A-13-688734-C be
13 consolidated into Case Number A-13-678814-C.

14 IT IS FURTHER STIPULATED AND AGREED that the caption of the consolidated
15 matter shall be changed to reflect the consolidation.

16 IT IS FURTHER STIPULATED AND AGREED that U.S. Bank shall have 20 days
17 from entry of this Order to file a responsive pleading to SFR's complaint.

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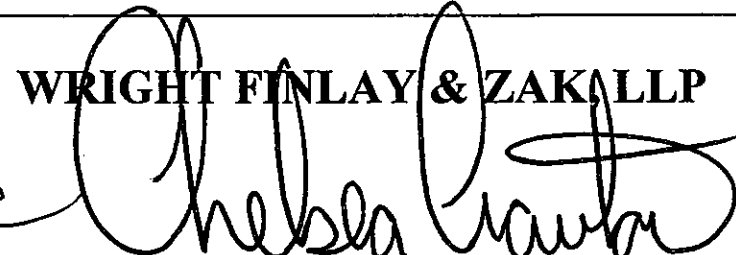
28 ///

1 IT IS FURTHER STIPULATED AND AGREED that the parties shall then proceed with
2 litigation pursuant to NRCPP 16.1 and the local rules.


4 **HOWARD KIM & ASSOCIATES**

5 
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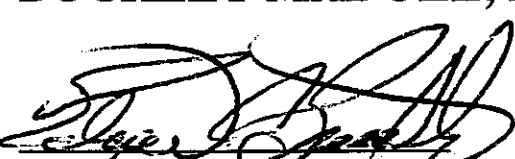
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18 Phone: (702) 425-7267
19 *Attorney for NV West Servicing, LLC,
as Trustee for Nashville Trust 2270*

21 **ORDER**

22 IT IS SO ORDERED.

23 DATED this 2nd day of January, 2014.

24 
25 _____
District Court Judge

26 (P)

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Respectfully Submitted:

HOWARD KIM AND ASSOCIATES



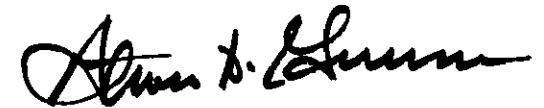
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7 *Attorneys for Defendant U.S. BANK, N.A., a national*
8 *banking association as Trustee for the Certificate*
9 *Holder of Wells Fargo Asset Securities Corporation,*
10 *Mortgage Pass-Through Certificates, Series 2006-AR4*

11 **IN THE EIGHTH JUDICIAL DISTRICT COURT**

12 **CLARK COUNTY, NEVADA**

13 SFR INVESTMENTS POOL 1, LLC, a
Nevada limited liability company,

14 Plaintiff,

15 vs.

16 U.S. BANK, N.A., a national banking
association as Trustee for the Certificate
17 Holders of U.S. Bank Asset Securities
Corporation, Mortgage Pass-Through
18 Certificates, Series 2006-AR4; LUCIA
PARKS, an individual; DOES I through X; and
19 ROE CORPORATIONS I through X, inclusive,

20 Defendants.

21 AND ALL RELATED MATTERS.
22

Consolidated Case Nos.
A-13-678814-C
A-13-688734-C

Dept. XXXI

**U.S. BANK'S
REQUEST FOR JUDICIAL NOTICE**

23 Defendant U.S. BANK, N.A., as Trustee for the Certificate Holders of Wells Fargo Asset
24 Securities Corporation, Mortgage Pass-Through Certificates, Series 2006-AR4 ("U.S. Bank"), by
25 and through its counsel, the law firm of Snell & Wilmer L.L.P., hereby requests that the Court
26 take judicial notice of the documents listed below in this Request for Judicial Notice ("RJN").
27 Judicial notice of the following documents is proper in the context of U.S. Bank's Motion for
28 Summary Judgment, filed concurrently herewith, as each document is publicly recorded,

1 referenced, and/or central to the allegations of the Plaintiff SFR Investments Pool 1, LLC's
2 Complaint and U.S. Bank's Counterclaims, even if not attached to the same.

3 1. Copy of Deed of Trust (the "Deed of Trust") securing an indebtedness of
4 \$331,500.00, recorded on January 5, 2006, as Document No. 20060105-0004275 (attached as
5 **Exhibit A**).

6 2. Copy of Notice of Default and Election to Sell Under Deed of Trust (the "DOT
7 Notice of Default"), recorded on February 24, 2010, as Document No. 20100224-0003380
8 (attached as **Exhibit B**).

9 3. Copy of Corporate Assignment of Deed of Trust (the "Assignment"), recorded on
10 July 12, 2010, as Document No. 20100712-0002705 (attached as **Exhibit C**).

11 4. Copy of Notice of Trustee's Sale ("2010 DOT Notice of Sale"), recorded on July
12 12, 2010, as Document No. 20100712-0002708 (attached as **Exhibit D**).

13 5. Copy of Voluntary Petition, Bankruptcy Case No. 8:10-bk-21738-TA, C.D. Cal.
14 (attached as **Exhibit E**).

15 6. Copy of Notice of Delinquent Assessment Lien ("HOA Lien"), recorded on May
16 24, 2012, as Document No. 20120524-0002436 (attached as **Exhibit F**).

17 7. Copy of Notice of Default and Election to Sell Under HOA Lien ("HOA Notice of
18 Default"), recorded on July 19, 2012, as Document No. 20120719-0001226 (attached as **Exhibit**
19 **G**).

20 8. Copy of Notice of Foreclosure Sale ("HOA Sale Notice"), recorded on February 7,
21 2013, as Document No. 20130207-0000910 (attached as **Exhibit H**).

22 9. Copy of Docket Report, Bankruptcy Case No. 8:10-bk-21738-TA, C.D. Cal.
23 (attached as **Exhibit I**).

24 10. Copy of Foreclosure Deed ("HOA Foreclosure Deed"), recorded March 6, 2013 as
25 Document No. 20130306-0001614 (attached as **Exhibit J**).

26 11. Copy of Motion for Relief from Automatic Stay, July 2, 2012, Bankruptcy Case
27 No. 8:10-bk-21738-TA, C.D. Cal. (attached as **Exhibit K**).

28 ///

12. Copy of Order Granting Motion for Relief from the Automatic Stay, August 7 2012, Bankruptcy Case No. 8:10-bk-21738-TA, C.D. Cal. (attached as **Exhibit L**).

13. Copy of Notice of Trustee's Sale ("2013 DOT Notice of Sale"), recorded on March 11, 2013, as Document No. 20130311-0003086 (attached as **Exhibit M**).

14. Copy of Notice of Lis Pendens, recorded on March 26, 2013 as Document No. 20130326-0004103 (attached as **Exhibit N**).

15. Copy of Trustee's Deed Upon Sale, recorded on July 31, 2013 as Document No. 20130731-0000944 (attached as **Exhibit O**).

A fact is subject to judicial notice if it is "(a) Generally known within the territorial jurisdiction of the trial court; or (b) Capable of accurate and ready determination by resort to sources whose accuracy cannot reasonably be questioned, so that the fact is not subject to reasonable dispute." NRS 47.130(2). "A judge shall take judicial notice if requested by a party and supplied with the necessary information." NRS 47.150(2). "Judicial notice may be taken at any stage of the proceeding prior to submission to the court or jury." NRS 47.170.

The Court may take judicial notice of matters of public record. *See, e.g., Breliant v. Preferred Equities Corp.*, 109 Nev. 842, 847, 858 P.2d 1258, 1261 (1993) (explaining that a court "may take into account matters of public record, orders, items present in the record of the case, and any exhibits attached to the complaint when ruling on a motion to dismiss for failure to state a claim upon which relief can be granted."); *United States v. 14.02 Acres of Land*, 547 F.3d 943, 955 (9th Cir. 2008) (the court "may take judicial notice of matters of public record") (citations and internal quotation marks omitted); *Wensley v. First Nat. Bank of Nevada*, 874 F. Supp.2d 957, 961 n.1 (D. Nev. 2010) (taking judicial notice of deed of trust, substitution of trustee, election to sell and other recorded documents because "a court may judicially notice matters of public record."); *Harlow v. MTC Financial Inc.*, 865 F. Supp.2d 1095, 1099 (D. Nev. 2012) (explaining that "various title documents recorded in the Clark County Recorder's Office" are "public records appropriate for judicial notice"); *Valasquez v. Mortgage Elec. Registration Sys., Inc.*, No. C 08-3818 PJH, 2008 WL 4938162, at *2-*3 (N.D. Cal. Nov. 17, 2008) (taking judicial notice of: (1) Deed of Trust, (2) Assignment of Deed of Trust, (3) Notice of Default and Election to Sell

1 Under Deed of Trust, (4) Substitution of Trustee, and (5) Rescission of Notice of Default because
2 they were publicly recorded). Here, the documents were recorded with the Clark County
3 Recorder's office and, therefore, are matters of public record, the authenticity of which may be
4 readily and accurately determined, and therefore appropriate for judicial notice.

5 The Court may also take judicial notice of documents that are incorporated by reference
6 into a complaint, even if not attached to the same, if: (1) the complaint refers to the document,
7 (2) the document is central to the plaintiff's claims, and (3) the authenticity of the document is
8 undisputed. *Marder v. Lopez*, 450 F.3d 445, 448 (9th Cir. 2006); *Branch v. Tunnell*, 14 F.3d 449,
9 454 (9th Cir. 1994) ("documents whose contents are alleged in a complaint and whose
10 authenticity no party questions, but which are not physically attached to the pleading, may be
11 considered in ruling on a Rule 12(b)(6) motion to dismiss"); *Gowen v. Tiltware, LLC*, Case No.
12 2:08-cv-01581-RCJ-RJJ, 2009 U.S. Dist. LEXIS 43970 (D. Nev. May 19, 2009).

13 As such, and for all the foregoing reasons, the Court may take judicial notice of each of
14 the documents attached hereto.

15 DATED August 10, 2016

SNELL & WILMER LLP

17 By: /s/ Daniel S. Ivie
18 John S. Delikanakis, Esq.
Daniel S. Ivie, Esq.
3883 Howard Hughes Parkway, Ste. 1100
19 Las Vegas, Nevada 89169

20 *Attorneys for Defendant U.S. BANK, N.A., a*
21 *national banking association as Trustee for*
22 *the Certificate Holders of Wells Fargo Asset*
23 *Securities Corporation, Mortgage Pass-*
24 *Through Certificates, Series 2006-AR4*

CERTIFICATE OF SERVICE

I, the undersigned, declare under penalty of perjury, that I am over the age of eighteen (18) years, and I am not a party to, nor interested in, this action. On August 11, 2016, I caused to be served a true and correct copy of the foregoing **U.S. BANK'S REQUEST FOR JUDICIAL NOTICE** by submitting it to the above-entitled Court for electronic filing and/or service upon the Court's Service list pursuant to the Eighth Judicial District Court's Administrative Order 14-2 dated May 9, 2014.

/s/ Gaylene Kim

An Employee of Snell & Wilmer L.L.P.

24644553

EXHIBIT A

EXHIBIT A

20060105-0004275

Assessor's Parcel Number:
178-19-712-012
Return To: WFHM FINAL DOCS X9999-01M

1000 BLUE GENTIAN ROAD
EAGAN, MN 55121

Prepared By: WELLS FARGO BANK, N.A.

16855 WEST BERNARDO DR, SUITE 105,
SAN DIEGO, CA 921270000

~~Recording Requested By:~~ WELLS FARGO BANK,
N.A.

16855 WEST BERNARDO DR, SUITE 105,
SAN DIEGO, CA 921270000

1501113-KM [Space Above This Line For Recording Data]

DEED OF TRUST

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated **DECEMBER 30, 2005** together with all Riders to this document.

(B) "Borrower" is **LUCIA PARKS, A MARRIED PERSON**

Borrower is the trustor under this Security Instrument.

(C) "Lender" is **WELLS FARGO BANK, N.A.**

Lender is a **NATIONAL ASSOCIATION**
organized and existing under the laws of **THE UNITED STATES**
0061777934

NEVADA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
NMFL #3029 (NVCD) Rev 9/12/2005

Form 3029 1/01

VMP-6(NV) (0507)

Page 1 of 15 Initials: BP
VMP Mortgage Solutions, Inc.
(800)521-7291



Fee: \$39.00

N/C Fee: \$0.00

01/05/2006

13:33:52

T20060002824

Requestor:

LAWYERS TITLE OF NEVADA

Frances Deane

KGP

Clark County Recorder

Pgs: 26

Lender's address is P.O. BOX 10304, DES MOINES, IA 503060304

Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is **181ED TITLE OF NEVADA**

4100 W. FLAMINGO ROAD, #1000, LAS VEGAS, NV 89103

(E) "Note" means the promissory note signed by Borrower and dated **DECEMBER 30, 2005**

The Note states that Borrower owes Lender **THREE HUNDRED THIRTY ONE THOUSAND FIVE HUNDRED AND 00/100** Dollars

(U.S. \$ *****331,500.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **JANUARY 01, 2036**

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

(G) "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.

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

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

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

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

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial 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.

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

(M) "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.

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

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

(P) "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.

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF:

APN 178-19-712-012

*SEE ADJUSTABLE RATE RIDER

THIS IS A PURCHASE MONEY SECURITY INSTRUMENT.

TAX STATEMENTS SHOULD BE SENT TO: WELLS FARGO HOME MORTGAGE, P.O. BOX 10304, DES MOINES, IA 503060304

Parcel ID Number: 178-19-712-012

2270 NASHVILLE AVENUE

HENDERSON

which currently has the address of

[Street]

[City], Nevada 89052

[Zip Code]

("Property Address"):

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


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

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

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pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.


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

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

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

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

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be

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in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

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

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

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

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

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

lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

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

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

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

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

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

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

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

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

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

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

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable

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attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

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

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

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

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

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

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

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

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

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

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


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

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

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

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

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

Initials: 

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25. Assumption Fee. If there is an assumption of this loan, Lender may charge an assumption fee of U.S. \$ 900.00

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:

LUCIA PARKS (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

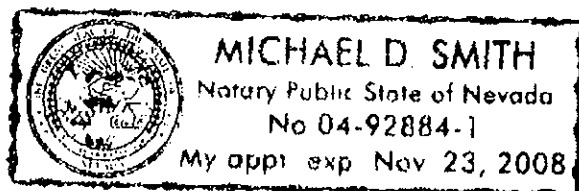
(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

STATE OF NEVADA
COUNTY OF CLARK

This instrument was acknowledged before me on January 4, 2006 by
LUCIA PARKS



Michael D. Smith

Mail Tax Statements To:

WELLS FARGO HOME MORTGAGE, P.O. BOX 10304, DES MOINES, IA 503060304

EXHIBIT "A"

All that certain real property situated in the County of Clark, State of Nevada, described as follows:

Lot Five (5) in Block Five (5) of Final Map of Parcel 40, a common interest community, as shown by map thereof on file in Book 71 of Plats, Page 68, in the Office of the County Recorder of Clark County, Nevada and as amended by that certain Certificate of Amendment recorded December 18, 1996 as Instrument/File No. 959 in Book 961218 and as shown on the Amended Final Map of a portion of Green Valley Rancho Parcel 40, as shown by map thereof on file in Book 77 of Plats, Page 57, in the Office of the County Recorder of Clark County, Nevada.

Assessor's Parcel Number: **178-19-712-012**

FIXED/ADJUSTABLE RATE RIDER

(One-Year Treasury Index - Rate Caps)

THIS FIXED/ADJUSTABLE RATE RIDER is made this 30TH day of DECEMBER, 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 WELLS FARGO BANK, N.A.

("Lender") of the same date and covering the property described in the Security Instrument and located at: 2270 NASHVILLE AVENUE, HENDERSON, NV 89052

[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 6.125%. The Note also provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of JANUARY, 2016, 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."

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MULTISTATE FIXED/ADJUSTABLE RATE RIDER - ONE-YEAR TREASURY INDEX- Single Family -
Fannie Mae Uniform Instrument

VMP-843R (0006) Form 3182 1/01
Page 1 of 4 Initials: JK
VMP MORTGAGE FORMS - (800)521-7291



(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. 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 THREE-QUARTERS** percentage points (**2.750** %) 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 **11.125** % or less than **2.750** %. 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 **11.125** %.

(E) Effective Date of Changes

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

(F) Notice of Changes

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

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

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

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

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

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

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

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


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

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements 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.

 _____ LUCIA PARKS	(Seal) _____ -Borrower	_____ (Seal) _____ -Borrower
_____ (Seal) _____ -Borrower	_____ (Seal) _____ -Borrower	_____ (Seal) _____ -Borrower
_____ (Seal) _____ -Borrower	_____ (Seal) _____ -Borrower	_____ (Seal) _____ -Borrower
_____ (Seal) _____ -Borrower	_____ (Seal) _____ -Borrower	_____ (Seal) _____ -Borrower

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 30TH day of
DECEMBER, 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 (the "Borrower") to secure Borrower's Note to
WELLS FARGO BANK, N.A.

(the
"Lender") of the same date and covering the Property described in the Security Instrument and located at:
2270 NASHVILLE AVENUE, HENDERSON, NV 89052

[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other
such parcels and certain common areas and facilities, as described in **COVENANTS, CONDITIONS AND
RESTRICTIONS**
(the "Declaration"). The Property is a part of a planned unit development known as
GREEN VALLEY RANCH

[Name of Planned Unit Development]

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

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

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


0061777934

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

Form 3150 1/01

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Initials: *JS*

 -7R (0008)

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

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

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

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

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

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

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

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

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



LUCIA PARKS (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

1-4 FAMILY RIDER (Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 30TH day of DECEMBER, 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 (the "Borrower") to secure Borrower's Note to WELLS FARGO BANK, N.A.

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 2270 NASHVILLE AVENUE, HENDERSON, NV 89052

[Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

0061777934

MULTISTATE 1- 4 FAMILY RIDER - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

NMFL# 3170 (14FR) Rev 11/24/2004

VMP-57R (0401).01

Page 1 of 3 Initials: *JS*

VMP Mortgage Solutions
(800)521-7291



E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Section 19 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until: (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument, and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.


Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

NMFL# 3170 (14FR) Rev 11/24/2004

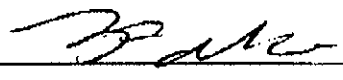
Initials: *2*

 -57R (0401).01

Page 2 of 3

SAP072

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

 _____ (Seal) _____ (Seal)
LUCIA PARKS -Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

EXHIBIT B

EXHIBIT B

RECORDING REQUESTED BY:
LPS Title Company - NV
WHEN RECORDED MAIL TO:
National Default Servicing Corporation
7720 N. 16th Street, Suite 300
Phoenix, AZ 85020

NDSC File No. : 10-40866-WF-NV
Loan No. : 0061777934
Title Order No. : 100126213

APN: 178-19-712-012

Inst #: 201002240003380
Fees: \$66.00
N/C Fee: \$0.00
02/24/2010 02:29:56 PM
Receipt #: 245265
Requestor:
FIDELITY NATIONAL DEFAULT S
Recorded By: SOL Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER

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

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION, and 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, which is normally five business days prior to the date set for the sale of your property. No sale date may be set until three months from the date this notice of default may be recorded (which date of recordation appears on this notice).

This amount is \$12,036.97, as of 02/24/2010 and will increase until your account becomes current.

While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your Note and Deed of Trust or Mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required by the Note and Deed of Trust or Mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition to reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than the end of the three month period stated above) to, among other things, (1) provide additional time in which to cure the default by the transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor.

NDSC File No. : 10-40866-WF-NV
Loan No. : 0061777934

To find out the amount you must pay, or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

Wells Fargo Bank, N.A. fka Wells Fargo Home Mortgage Inc., f/k/a/ Norwest Mortgage Inc.
c/o National Default Servicing Corporation
7720 N. 16th Street, Suite 300
Phoenix, AZ 85020 Phone 602/264-6101 Sales Website: www.ndscorp.com/sales/
HUD Approved Local Housing Counseling Agency: 800/569-4287
Loss Mitigation Contact: Steve Murphy / 803-396-4115

Property Address: 2270 NASHVILLE AVENUE , HENDERSON NV 89052

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. Notwithstanding the fact that your property is in 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.**

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

NOTICE IS HEREBY GIVEN THAT : NATIONAL DEFAULT SERVICING CORPORATION is either the original Trustee, the duly appointed substituted Trustee or acting as agent for the Trustee or Beneficiary under a Deed of Trust dated 12/30/2005, executed by LUCIA PARKS, A MARRIED PERSON, as Trustor, to secure certain obligations in favor of WELLS FARGO BANK, N.A. as beneficiary recorded 01/05/2006, as Instrument No. 20060105-0004275 (or Book, Inst.) of Official Records in the Office of the County Recorder of CLARK County, NV. Said obligations including ONE NOTE FOR THE ORIGINAL sum of \$331,500.00.

That a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of : FAILURE TO PAY THE INSTALLMENT OF PRINCIPAL, INTEREST AND IMPOUNDS WHICH BECAME DUE ON 11/01/2009 AND ALL SUBSEQUENT INSTALLMENTS OF PRINCIPAL, INTEREST AND IMPOUNDS, TOGETHER WITH ALL LATE CHARGES; PLUS ADVANCES MADE AND COSTS INCURRED BY THE BENEFICIARY INCLUDING FORECLOSURE FEES AND COSTS AND/OR ATTORNEY'S FEES.

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

Dated : February 24, 2010
National Default Servicing Corporation, As Agent for Wells Fargo Bank, N.A. fka Wells Fargo Home Mortgage Inc., f/k/a/ Norwest Mortgage Inc.

By : LSI Title Agency - NV, as Agent

Anselmo Pagkaliwangan

State of: California
County of: Orange

On FEB 24 2010, before me, Debra Pedley, Notary Public, personally appeared Anselmo Pagkaliwangan, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Debra Pedley (Seal)
Debra Pedley

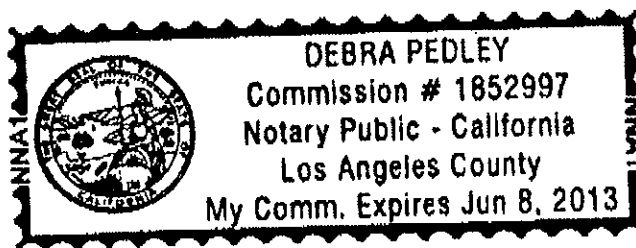


EXHIBIT C

EXHIBIT C

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

National Default Servicing Corporation
7720 N. 16th Street, Suite 300
Phoenix, AZ 85020

NDSC NO.: 10-40866-WFR-NV

LOAN NO.: 0061777934

MIN NO.:

APN: 178-19-712-012

100120213

Inst #: 201007120002705

Fees: \$14.00

N/C Fee: \$0.00

07/12/2010 01:13:25 PM

Receipt #: 421777

Requestor:

FIDELITY NATIONAL DEFAULT S

Recorded By: ARO Pgs: 1

DEBBIE CONWAY

CLARK COUNTY RECORDER

CORPORATION ASSIGNMENT OF DEED OF TRUST

For Value Received, the undersigned corporation hereby grants, assigns and transfers to U.S. Bank National Association, as Trustee for Wells Fargo Asset Securities Corporation, Mortgage Pass-Through Certificates Series 2006-AR4 all beneficial interest under that certain Deed of Trust dated 12/30/2005 executed by LUCIA PARKS, A MARRIED PERSON Trustor, to UNITED TITLE OF NEVADA Trustee, and recorded on 01/05/2006, as Instrument No. 20060105-0004275 (or Book, Page) of Official Records of CLARK County, NV describing the land therein:

AS PER DEED OF TRUST MENTIONED ABOVE.

Together with the Note or Notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Deed of Trust

Date: 7/1/10

WELLS FARGO BANK, N.A., successor by merger to Wells Fargo Home Mortgage, Inc. by its attorney in fact National Default Servicing Corporation


By: Olivia A. Todd
Its: President

STATE OF ARIZONA
COUNTY OF MARICOPA

On 7/1, 20 10, before me, Janice A. Trujillo, a Notary Public for said State, personally appeared OLIVIA A. TODD personally known to me (or 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 Arizona that the foregoing is true and correct.

WITNESS my hand and official seal.

Signature Janice A. Trujillo

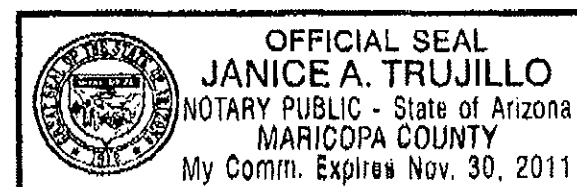


EXHIBIT D

EXHIBIT D

Inst #: 201007120002708

Fees: \$17.00

N/C Fee: \$0.00

07/12/2010 01:13:25 PM

Receipt #: 421777

Requestor:

FIDELITY NATIONAL DEFAULT S

Recorded By: ARO Pgs: 4

DEBBIE CONWAY

CLARK COUNTY RECORDER

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

National Default Servicing Corporation
7720 N. 16th Street, Suite 300
Phoenix, AZ 85020

NDSC File No. : 10-40866-WFR-NV
Title Order No. : 100126213
APN No. : 178-19-712-012

NOTICE OF TRUSTEE'S SALE

YOU ARE IN DEFAULT UNDER A DEED OF TRUST, DATED 12/30/2005 UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

Notice is hereby given that **National Default Servicing Corporation** as trustee (or successor trustee, or substituted trustee), pursuant to the Deed of Trust executed by **LUCIA PARKS, A MARRIED PERSON**, dated **12/30/2005** and recorded **01/05/2006**, as Instrument No. **20060105-0004275** in Book , Page , of Official Records in the office of the County Recorder of **CLARK** County, State of NV, and pursuant to the Notice of Default and Election to Sell thereunder recorded **02/24/2010** as Instrument No. **201002240003380** (or Book , Page) of said Official Records, will sell on **08/03/2010** at **10:00 A.M.** at:

AT THE FRONT ENTRANCE TO THE NEVADA LEGAL NEWS 930 S. 4TH STREET, LAS VEGAS, NV 89101

at public auction, to the highest bidder for cash (in the forms which are lawful tender in the United States, payable in full at time of sale), all right, title, and interest conveyed to and now held by it under said Deed of Trust, in the property situated in said County and State and more fully described in Exhibit A attached hereto and made a part hereof.

The street address and other common designation, if any of the real property described above is purported to be:

**2270 NASHVILLE AVENUE
HENDERSON, NV 89052**

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein.

NDSC File No. : 10-40866-WFR-NV
APN No. : 178-19-712-012

The estimated 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 publications of the Notice of Sale is **\$331,046.45**. It is possible that at the time of sale the opening bid may be less than the total indebtedness due.

In addition to cash, the Trustee will accept cashier's checks drawn on a state or national bank, a check drawn by a state or federal credit union, or a check drawn by a state or federal savings and loan association, savings association, or savings bank specified in Section 5102 of the Financial Code and authorized to do business in this state. In the event tender other than cash is accepted, the Trustee may withhold the issuance of the Trustee's Deed until funds become available to the payee or endorsee as a matter of right.

Said sale will be made, in an "as is" condition, without covenant or warranty, express or implied, regarding title, possession or encumbrances, to satisfy the indebtedness secured by said Deed of Trust, advances thereunder, with interest as provided therein, and the unpaid balance of the Note secured by said Deed of Trust with interest thereon as provided in said Note, plus fees, charges and expenses of the Trustee and of the trusts created by said Deed of Trust. The lender is unable to validate the condition, defects or disclosure issues of said property and Buyer waives the disclosure requirements under NRS 113.130 by purchasing at this sale and signing said receipt.

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

Date: 07/09/2010

National Default Servicing Corporation
7720 N. 16th Street, Suite 300
Phoenix, AZ 85020
602-264-6101
Sales Line : 714-259-7850 Sales Website: www.ndscorp.com/sales

By: 
Nichole Alford, TRUSTEE SALES REPRESENTATIVE

Exhibit A

NDSC Notice of Sale Addendum

NDSC No. : 10-40866-WFR-NV
PROP. ADDRESS : 2270 NASHVILLE AVENUE
HENDERSON, NV 89052

COUNTY : CLARK

LEGAL DESCRIPTION :

LOT FIVE (5) IN BLOCK FIVE (5) OF FINAL MAP OF PARCEL 40, A COMMON INTEREST COMMUNITY, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 71 OF PLATS, PAGE 68, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA AND AS AMENDED BY THAT CERTAIN CERTIFICATE OF AMENDMENT RECORDED DECEMBER 18, 1996 AS INSTRUMENT/FILE NO. 959 IN BOOK 961218 AND AS SHOWN ON THE AMENDED FINAL MAP OF A PORTION OF GREEN VALLEY RANCHO PARCEL 40, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 77 OF PLATS, PAGE 57, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

STATE OF ARIZONA
COUNTY OF MARICOPA

On 7/9, 2010, before me, Janice A. Trujillo, a Notary Public for said State, personally appeared Nichole Alford who personally known to me (or 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 Arizona that the foregoing is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL

Janice A. Trujillo

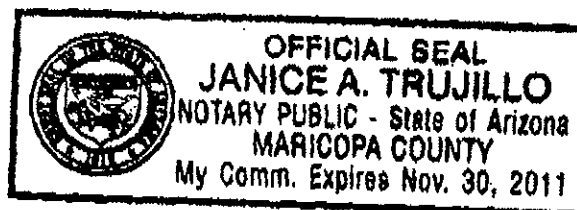


EXHIBIT E

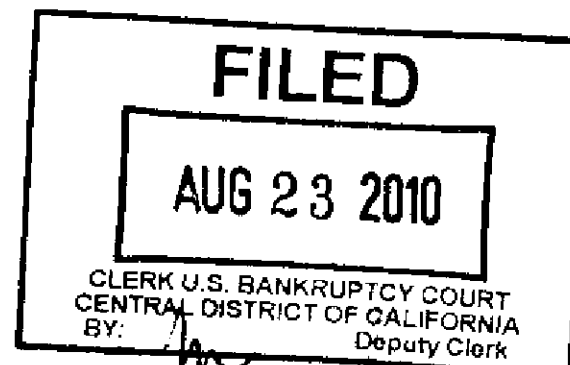
EXHIBIT E

ORIGINAL

81 (Official Form 1)(4/10)

United States Bankruptcy Court Central District of California, Santa Ana Division		Voluntary Petition
Name of Debtor (if individual, enter Last, First, Middle): Parks, Richard	Name of Joint Debtor (Spouse) (Last, First, Middle): Parks, Lucy	
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names): 	All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names): 	
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all): xxx-xx-0064	Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all): xxx-xx-8170	
Street Address of Debtor (No. and Street, City, and State): 31761 Aguacate San Juan Capistrano, CA <div style="text-align: right;">ZIP Code 92675</div>	Street Address of Joint Debtor (No. and Street, City, and State): 31761 Aguacate San Juan Capistrano, CA <div style="text-align: right;">ZIP Code 92675</div>	
County of Residence or of the Principal Place of Business: Orange	County of Residence or of the Principal Place of Business: Orange	
Mailing Address of Debtor (if different from street address): <div style="text-align: right;">ZIP Code</div>	Mailing Address of Joint Debtor (if different from street address): <div style="text-align: right;">ZIP Code</div>	
Location of Principal Assets of Business Debtor (if different from street address above): 		
Type of Debtor (Form of Organization) (Check one box) <input checked="" type="checkbox"/> Individual (includes Joint Debtors) <i>See Exhibit D on page 2 of this form.</i> <input type="checkbox"/> Corporation (includes LLC and LLP) <input type="checkbox"/> Partnership <input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below.)	Nature of Business (Check one box) <input type="checkbox"/> Health Care Business <input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101 (51B) <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Clearing Bank <input checked="" type="checkbox"/> Other Tax-Exempt Entity (Check box, if applicable) <input type="checkbox"/> Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).	Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box) <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 9 <input checked="" type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Chapter 13 </div> <div> <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding </div> </div> Nature of Debts (Check one box) <input checked="" type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose." <input type="checkbox"/> Debts are primarily business debts.
Filing Fee (Check one box) <input checked="" type="checkbox"/> Full Filing Fee attached <input type="checkbox"/> Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A. <input type="checkbox"/> Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.	Chapter 11 Debtors Check one box: <input type="checkbox"/> Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). <input checked="" type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D). Check if: <input type="checkbox"/> Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,343,300 (amount subject to adjustment on 4/01/13 and every three years thereafter). Check all applicable boxes: <input type="checkbox"/> A plan is being filed with this petition. <input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).	
Statistical/Administrative Information <input checked="" type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors. <input type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.		
Estimated Number of Creditors <div style="display: flex; justify-content: space-around;"> <input checked="" type="checkbox"/> 1-49 <input type="checkbox"/> 50-99 <input type="checkbox"/> 100-199 <input type="checkbox"/> 200-999 <input type="checkbox"/> 1,000-5,000 <input type="checkbox"/> 5,001-10,000 <input type="checkbox"/> 10,001-25,000 <input type="checkbox"/> 25,001-50,000 <input type="checkbox"/> 50,001-100,000 <input type="checkbox"/> OVER 100,000 </div>		
Estimated Assets <div style="display: flex; justify-content: space-around;"> <input type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input checked="" type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion </div>		
Estimated Liabilities <div style="display: flex; justify-content: space-around;"> <input type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input checked="" type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion </div>		

THIS SPACE IS FOR COURT USE ONLY



Voluntary Petition

(This page must be completed and filed in every case)

Name of Debtor(s):

Parks, Richard

Parks, Lucy

All Prior Bankruptcy Cases Filed Within Last 8 Years (If more than two, attach additional sheet)

Location

Where Filed: **- None -**

Case Number:

Date Filed:

Location

Where Filed:

Case Number:

Date Filed:

Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor (If more than one, attach additional sheet)

Name of Debtor:

See Attachment

Case Number:

Date Filed:

District:

Relationship:

Judge:

Exhibit A

(To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.)

☐ Exhibit A is attached and made a part of this petition.

Exhibit B

(To be completed if debtor is an individual whose debts are primarily consumer debts.)

I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I delivered to the debtor the notice required by 11 U.S.C. §342(b).

X

Signature of Attorney for Debtor(s)

(Date)

Exhibit C

Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?

☐ Yes, and Exhibit C is attached and made a part of this petition.

☒ No.

Exhibit D

(To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.)

☒ Exhibit D completed and signed by the debtor is attached and made a part of this petition.

If this is a joint petition:

☒ Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.

Information Regarding the Debtor - Venue

(Check any applicable box)

- ☒ Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.
- ☒ There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.
- ☐ Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.

Certification by a Debtor Who Resides as a Tenant of Residential Property

(Check all applicable boxes)

- ☐ Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.)

(Name of landlord that obtained judgment)

(Address of landlord)

- ☐ Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and
- ☐ Debtor has included in this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.
- ☐ Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(l)).

Voluntary Petition

(This page must be completed and filed in every case)

Name of Debtor(s):

Parks, Richard

Parks, Lucy

Signatures

Signature(s) of Debtor(s) (Individual/Joint)

I declare under penalty of perjury that the information provided in this petition is true and correct.

[If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7. [If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. §342(b).

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X 
Signature of Debtor **Richard Parks**

X 
Signature of Joint Debtor **Lucy Parks**

Telephone Number (If not represented by attorney)

August 20, 2010

Date

Signature of Attorney*

X **Debtor not represented by attorney**
Signature of Attorney for Debtor(s)

Printed Name of Attorney for Debtor(s)

Firm Name

Address

Telephone Number

Date

*In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.

Signature of Debtor (Corporation/Partnership)

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X
Signature of Authorized Individual

Printed Name of Authorized Individual

Title of Authorized Individual

Date

Signature of a Foreign Representative

I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.

(Check only one box.)

☐ I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. §1515 are attached.

☐ Pursuant to 11 U.S.C. §1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.

X
Signature of Foreign Representative

Printed Name of Foreign Representative

Date

Signature of Non-Attorney Bankruptcy Petition Preparer

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19 is attached.

Printed Name and title, if any, of Bankruptcy Petition Preparer

Social-Security number (If the bankruptcy petition preparer is not an individual, state the Social Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)

Address

X

Date

Signature of Bankruptcy Petition Preparer or officer, principal, responsible person, or partner whose Social Security number is provided above.

Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual:

If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both 11 U.S.C. §110; 18 U.S.C. §156.

In re **Richard Parks,
Lucy Parks**

Case No. _____

Debtors

Form 1. Voluntary Petition
Pending Bankruptcy Cases Filed Attachment

<u>Name of Debtor / District</u>	<u>Case No. / Relationship</u>	<u>Date Filed / Judge</u>
M&Z Valley Associates Central District of California, Santa Ana Division	8:10-bk-11079 TA Affiliated Entity	01/28/10 Theodor Albert
North Valley Mall Central District of California, Santa Ana Division	8:09-bk-19346 TA Affiliated Entity	09/02/09 Theodor Albert

B 1D (Official Form 1, Exhibit D) (12/09)

**United States Bankruptcy Court
Central District of California, Santa Ana Division**

In re Richard Parks
Lucy Parks

Debtor(s)

Case No.

Chapter 11

**EXHIBIT D - INDIVIDUAL DEBTOR'S STATEMENT OF COMPLIANCE WITH
CREDIT COUNSELING REQUIREMENT**

Warning: You must be able to check truthfully one of the five statements regarding credit counseling listed below. If you cannot do so, you are not eligible to file a bankruptcy case, and the court can dismiss any case you do file. If that happens, you will lose whatever filing fee you paid, and your creditors will be able to resume collection activities against you. If your case is dismissed and you file another bankruptcy case later, you may be required to pay a second filing fee and you may have to take extra steps to stop creditors' collection activities.

Every individual debtor must file this Exhibit D. If a joint petition is filed, each spouse must complete and file a separate Exhibit D. Check one of the five statements below and attach any documents as directed.

☐ 1. Within the 180 days before the filing of my bankruptcy case, I received a briefing from a credit counseling agency approved by the United States trustee or bankruptcy administrator that outlined the opportunities for available credit counseling and assisted me in performing a related budget analysis, and I have a certificate from the agency describing the services provided to me. *Attach a copy of the certificate and a copy of any debt repayment plan developed through the agency.*

☒ 2. Within the 180 days before the filing of my bankruptcy case, I received a briefing from a credit counseling agency approved by the United States trustee or bankruptcy administrator that outlined the opportunities for available credit counseling and assisted me in performing a related budget analysis, but I do not have a certificate from the agency describing the services provided to me. *You must file a copy of a certificate from the agency describing the services provided to you and a copy of any debt repayment plan developed through the agency no later than 14 days after your bankruptcy case is filed.*

☐ 3. I certify that I requested credit counseling services from an approved agency but was unable to obtain the services during the seven days from the time I made my request, and the following exigent circumstances merit a temporary waiver of the credit counseling requirement so I can file my bankruptcy case now. *[Summarize exigent circumstances here.]* _____

If your certification is satisfactory to the court, you must still obtain the credit counseling briefing within the first 30 days after you file your bankruptcy petition and promptly file a certificate from the agency that provided the counseling, together with a copy of any debt management plan developed through the agency. Failure to fulfill these requirements may result in dismissal of your case. Any extension of the 30-day deadline can be granted only for cause and is limited to a maximum of 15 days. Your case may also be dismissed if the court is not satisfied with your reasons for filing your bankruptcy case without first receiving a credit counseling briefing.

☐ 4. I am not required to receive a credit counseling briefing because of: *[Check the applicable statement.] [Must be accompanied by a motion for determination by the court.]*

☐ Incapacity. (Defined in 11 U.S.C. § 109(h)(4) as impaired by reason of mental illness or mental deficiency so as to be incapable of realizing and making rational decisions with respect to financial responsibilities.);

☐ Disability. (Defined in 11 U.S.C. § 109(h)(4) as physically impaired to the extent of being unable, after reasonable effort, to participate in a credit counseling briefing in person, by telephone, or through the Internet.);

☐ Active military duty in a military combat zone.

☐ 5. The United States trustee or bankruptcy administrator has determined that the credit counseling requirement of 11 U.S.C. § 109(h) does not apply in this district.

I certify under penalty of perjury that the information provided above is true and correct.

Signature of Debtor:


Richard Parks

Date: August 20, 2010

B 1D (Official Form 1, Exhibit D) (12/09)

United States Bankruptcy Court
Central District of California, Santa Ana Division

In re Richard Parks
Lucy Parks

Debtor(s)

Case No. _____
Chapter 11

**EXHIBIT D - INDIVIDUAL DEBTOR'S STATEMENT OF COMPLIANCE WITH
CREDIT COUNSELING REQUIREMENT**

Warning: You must be able to check truthfully one of the five statements regarding credit counseling listed below. If you cannot do so, you are not eligible to file a bankruptcy case, and the court can dismiss any case you do file. If that happens, you will lose whatever filing fee you paid, and your creditors will be able to resume collection activities against you. If your case is dismissed and you file another bankruptcy case later, you may be required to pay a second filing fee and you may have to take extra steps to stop creditors' collection activities.

Every individual debtor must file this Exhibit D. If a joint petition is filed, each spouse must complete and file a separate Exhibit D. Check one of the five statements below and attach any documents as directed.

☐ 1. Within the 180 days before the filing of my bankruptcy case, I received a briefing from a credit counseling agency approved by the United States trustee or bankruptcy administrator that outlined the opportunities for available credit counseling and assisted me in performing a related budget analysis, and I have a certificate from the agency describing the services provided to me. *Attach a copy of the certificate and a copy of any debt repayment plan developed through the agency.*

☒ 2. Within the 180 days before the filing of my bankruptcy case, I received a briefing from a credit counseling agency approved by the United States trustee or bankruptcy administrator that outlined the opportunities for available credit counseling and assisted me in performing a related budget analysis, but I do not have a certificate from the agency describing the services provided to me. *You must file a copy of a certificate from the agency describing the services provided to you and a copy of any debt repayment plan developed through the agency no later than 14 days after your bankruptcy case is filed.*

☐ 3. I certify that I requested credit counseling services from an approved agency but was unable to obtain the services during the seven days from the time I made my request, and the following exigent circumstances merit a temporary waiver of the credit counseling requirement so I can file my bankruptcy case now. *[Summarize exigent circumstances here.]* _____

If your certification is satisfactory to the court, you must still obtain the credit counseling briefing within the first 30 days after you file your bankruptcy petition and promptly file a certificate from the agency that provided the counseling, together with a copy of any debt management plan developed through the agency. Failure to fulfill these requirements may result in dismissal of your case. Any extension of the 30-day deadline can be granted only for cause and is limited to a maximum of 15 days. Your case may also be dismissed if the court is not satisfied with your reasons for filing your bankruptcy case without first receiving a credit counseling briefing.

☐ 4. I am not required to receive a credit counseling briefing because of: *[Check the applicable statement.] [Must be accompanied by a motion for determination by the court.]*

☐ Incapacity. (Defined in 11 U.S.C. § 109(h)(4) as impaired by reason of mental illness or mental deficiency so as to be incapable of realizing and making rational decisions with respect to financial responsibilities.);

☐ Disability. (Defined in 11 U.S.C. § 109(h)(4) as physically impaired to the extent of being unable, after reasonable effort, to participate in a credit counseling briefing in person, by telephone, or through the Internet.);

☐ Active military duty in a military combat zone.

☐ 5. The United States trustee or bankruptcy administrator has determined that the credit counseling requirement of 11 U.S.C. § 109(h) does not apply in this district.

I certify under penalty of perjury that the information provided above is true and correct.

Signature of Debtor: _____

Lucy Parks

Date: August 20, 2010

B4 (Official Form 4) (12/07)

United States Bankruptcy Court
Central District of California, Santa Ana Division

In re **Richard Parks**
Lucy Parks

Debtor(s)

Case No.

Chapter **11**

LIST OF CREDITORS HOLDING 20 LARGEST UNSECURED CLAIMS

Following is the list of the debtor's creditors holding the 20 largest unsecured claims. The list is prepared in accordance with Fed. R. Bankr. P. 1007(d) for filing in this chapter 11 [or chapter 9] case. The list does not include (1) persons who come within the definition of "insider" set forth in 11 U.S.C. § 101, or (2) secured creditors unless the value of the collateral is such that the unsecured deficiency places the creditor among the holders of the 20 largest unsecured claims. If a minor child is one of the creditors holding the 20 largest unsecured claims, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See 11 U.S.C. § 112; Fed. R. Bankr. P. 1007(m).

(1) <i>Name of creditor and complete mailing address including zip code</i>	(2) <i>Name, telephone number and complete mailing address, including zip code, of employee, agent, or department of creditor familiar with claim who may be contacted</i>	(3) <i>Nature of claim (trade debt, bank loan, government contract, etc.)</i>	(4) <i>Indicate if claim is contingent, unliquidated, disputed, or subject to setoff</i>	(5) <i>Amount of claim [if secured, also state value of security]</i>
Keybank National Association 1675 Broadway, Suite 400 Denver, CO 80202	Keybank National Association 1675 Broadway, Suite 400 Denver, CO 80202		Contingent Subject to Setoff	18,000,000.00
American Security Bank 1401 Dove Street Suite 100 Newport Beach, CA 92660	American Security Bank 1401 Dove Street Suite 100 Newport Beach, CA 92660		Contingent Subject to Setoff	17,000,000.00
East West Bank 135 N. Los Robles Avenue 7th Floor Pasadena, CA 91101	East West Bank 135 N. Los Robles Avenue 7th Floor Pasadena, CA 91101		Contingent Subject to Setoff	5,500,000.00
City of Aliso Viejo 12 Journey Aliso Viejo, CA 92656-5335	City of Aliso Viejo 12 Journey Aliso Viejo, CA 92656-5335		Contingent	2,500,000.00
California Bank & Trust 1401 West Whittier Blvd. La Habra, CA 90631	California Bank & Trust 1401 West Whittier Blvd. La Habra, CA 90631			1,500,000.00
Logan Retoske LLP 31351 Rancho Viejo Road Suite 202 & 203 San Juan Capistrano, CA 92675	Logan Retoske LLP 31351 Rancho Viejo Road Suite 202 & 203 San Juan Capistrano, CA 92675			245,000.00
PPG Auto Glass One PPG Place Pittsburgh, PA 15272	PPG Auto Glass One PPG Place Pittsburgh, PA 15272			200,000.00
American Express P.O. Box 981535 El Paso, TX 79998-1531	American Express P.O. Box 981535 El Paso, TX 79998-1531			56,432.00
Rutan & Tucker, LLP 611 Anton Blvd., Suite 1400 Costa Mesa, CA 92626	Rutan & Tucker, LLP 611 Anton Blvd., Suite 1400 Costa Mesa, CA 92626			45,000.00
JP Morgan Chase Bank P.O. Box 15298 Wilmington, DE 19850-5298	JP Morgan Chase Bank P.O. Box 15298 Wilmington, DE 19850-5298			40,813.00

B4 (Official Form 4) (12/07) - Cont.

In re **Richard Parks**
Lucy Parks

Case No. _____

Debtor(s) _____

LIST OF CREDITORS HOLDING 20 LARGEST UNSECURED CLAIMS
(Continuation Sheet)

(1) <i>Name of creditor and complete mailing address including zip code</i>	(2) <i>Name, telephone number and complete mailing address, including zip code, of employee, agent, or department of creditor familiar with claim who may be contacted</i>	(3) <i>Nature of claim (trade debt, bank loan, government contract, etc.)</i>	(4) <i>Indicate if claim is contingent, unliquidated, disputed, or subject to setoff</i>	(5) <i>Amount of claim [if secured, also state value of security]</i>
Franchise Tax Board Attn: Bankruptcy P.O. Box 2952 Sacramento, CA 95812-2952	Franchise Tax Board Attn: Bankruptcy P.O. Box 2952 Sacramento, CA 95812-2952			30,000.00
Bank of America P.O. Box 15019 Wilmington, DE 19850	Bank of America P.O. Box 15019 Wilmington, DE 19850			22,121.00
Internal Revenue Service P.O. Box 21126 Philadelphia, PA 19114-0326	Internal Revenue Service P.O. Box 21126 Philadelphia, PA 19114-0326			20,000.00
Discover Card P.O. Box 30943 Salt Lake City, UT 84130	Discover Card P.O. Box 30943 Salt Lake City, UT 84130			14,244.00
Black Mountain 1700 Western Horizon Ridge Parkway Suite 101 Henderson, NV 89012	Black Mountain 1700 Western Horizon Ridge Parkway Suite 101 Henderson, NV 89012	106 Stone Canyon Court, Boulder City, Nevada, CA, 89005		3,900,000.00 (Unknown secured)
Chase Bank P.O. Box 24696 Columbus, OH 43224	Chase Bank P.O. Box 24696 Columbus, OH 43224	708 Black Canyon Cove, Boulder City, Nevada, 89005		419,582.00 (Unknown secured)
Chase Bank P.O. Box 24696 Columbus, OH 43224	Chase Bank P.O. Box 24696 Columbus, OH 43224	31751 Aguacate, San Juan Capistrano, California, 92675		758,896.00 (Unknown secured)
Robertson & Thommarson LLP 5 Hutton Centre, Suite 1050 Santa Ana, CA 92707	Robertson & Thommarson LLP 5 Hutton Centre, Suite 1050 Santa Ana, CA 92707			Unknown
Umpqua Bank p.o. bOX 1820 Roseburg, OR 97470	Umpqua Bank p.o. bOX 1820 Roseburg, OR 97470	1100 Maple Lane, Callistoga, California, 94515-9626		2,136,074.00 (Unknown secured)
Wells Fargo Bank, N.A. P.O. Box 14411 Des Moines, IA 50306-0368	Wells Fargo Bank, N.A. P.O. Box 14411 Des Moines, IA 50306-0368	1281 Rockland Drive, St. Helena, CA, 94574		999,583.00 (Unknown secured)

B4 (Official Form 4) (12/07) - Cont.

In re **Richard Parks**
Lucy Parks

Debtor(s)

Case No. _____

LIST OF CREDITORS HOLDING 20 LARGEST UNSECURED CLAIMS
(Continuation Sheet)

**DECLARATION UNDER PENALTY OF PERJURY
ON BEHALF OF A CORPORATION OR PARTNERSHIP**

We, **Richard Parks** and **Lucy Parks**, the debtors in this case, declare under penalty of perjury that we have read the foregoing list and that it is true and correct to the best of our information and belief.

Date August 20, 2010

Signature



Richard Parks
Debtor

Date August 20, 2010

Signature



Lucy Parks
Joint Debtor

Penalty for making a false statement or concealing property: Fine of up to \$500,000 or imprisonment for up to 5 years or both.
18 U.S.C. §§ 152 and 3571.

MASTER MAILING LIST
Verification Pursuant to Local Bankruptcy Rule 1007-2(d)

Name _____

Address _____

Telephone _____

- ☐ Attorney for Debtor(s)
☒ Debtor in Pro Per

UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA, SANTA ANA DIVISION	
List all names including trade names used by Debtor(s) within last 8 years: Richard Parks Lucy Parks	Case No.:
	Chapter: 11

VERIFICATION OF CREDITOR MAILING LIST

The above named debtor(s), or debtor's attorney if applicable, do hereby certify under penalty of perjury that the attached Master Mailing List of creditors, consisting of 5 sheet(s) is complete, correct, and consistent with the debtor's schedules pursuant to Local Rule 1007-2(d) and I/we assume all responsibility for errors and omissions.

Date: August 20, 2010


Richard Parks
Signature of Debtor

Date: August 20, 2010


Lucy Parks
Signature of Debtor

Richard Parks
31761 Aguacate
San Juan Capistrano, CA 92675

Lucy Parks
31761 Aguacate
San Juan Capistrano, CA 92675

United States Trustee
411 West Fourth Street
Suite 9041
Santa Ana, CA 92701-8000

American Express
P.O. Box 981535
El Paso, TX 79998-1531

American Security Bank
1401 Dove Street
Suite 100
Newport Beach, CA 92660

Bank of America
P.O. Box 15019
Wilmington, DE 19850

Black Mountain
1700 Western Horizon Ridge Parkway
Suite 101
Henderson, NV 89012

Bleier & Cox, LLP
16130 Ventura Blvd., Suite 620
Encino, CA 91436-2542

California Bank & Trust
1401 West Whittier Blvd.
La Habra, CA 90631

California Reconveyance Co.
9200 Oakdale Avenue
MS: CA2-4379
Chatsworth, CA 91311

Chase Bank
P.O. Box 24696
Columbus, OH 43224

City of Aliso Viejo
12 Journey
Aliso Viejo, CA 92656-5335

Discover Card
P.O. Box 30943
Salt Lake City, UT 84130

East West Bank
135 N. Los Robles Avenue
7th Floor
Pasadena, CA 91101

First American
Lonstar Trustee Services, Inc.
P.O. Box 961253
Temecula, CA 92589

Franchise Tax Board
Attn: Bankruptcy
P.O. Box 2952
Sacramento, CA 95812-2952

Internal Revenue Service
P.O. Box 21126
Philadelphia, PA 19114-0326

JP Morgan Chase Bank
P.O. Box 15298
Wilmington, DE 19850-5298

Keybank National Association
1675 Broadway, Suite 400
Denver, CO 80202

Kolesar and Leatham Chtd.
3320 West Sahara Avenue
Suite 380
Las Vegas, NV 89102

Logan Retoske LLP
31351 Rancho Viejo Road
Suite 202 & 203
San Juan Capistrano, CA 92675

LPS Title Company - NV
National Default Servicing Corp.
7720 N. 16th Street, Suite 300
Phoenix, AZ 85020

Orange County Tax Collector
12 Civic Center Plaza
Santa Ana, CA 92701-4057

PLM Lender Services, Inc.
46 N. Second Street
Campbell, CA 95008

PPG Auto Glass
One PPG Place
Pittsburgh, PA 15272

Robertson & Thommarson LLP
5 Hutton Centre, Suite 1050
Santa Ana, CA 92707

Rutan & Tucker, LLP
611 Anton Blvd., Suite 1400
Costa Mesa, CA 92626

Umpqua Bank
p.o. bOX 1820
Roseburg, OR 97470

United Recovery Systems
5800 North Course Drive
Houston, TX 77072

Wells Fargo Bank, N.A.
P.O. Box 14411
Des Moines, IA 50306-0368

**United States Bankruptcy Court
Central District Of California**

In re: Richard Parks Lucy Parks	CHAPTER NO.: 11
	CASE NO.: 8:10-bk-21738

**NOTICE OF CASE DEFICIENCY
UNDER 11 U.S.C. § 521(a)(1) AND BANKRUPTCY RULE 1007**

To Debtor and Debtor's Attorney of Record,

Pursuant to F.R.B.P. 1007, you must file the following documents within 14 days from the date of the filing of your petition. Your case may be dismissed if you fail to do so.

**Schedule B
Schedule C
Schedule D
Schedule E
Schedule A
Schedule F
Statement – Form 22B
Schedule G
Schedule H
Schedule I
Schedule J
Stmt. of Fin. Affairs**

Even if the indicated document are not applicable to your particular situation, they must still be filed with the notation 'None' marked thereon.

According to Bankruptcy Rule 1007, within 14 days after you filed the petition, **YOU MUST EITHER:**

- (1) File the above-referenced documents and the proper number of copies [Local Bankruptcy Rule 1002-1]:

Chapter 11 1 Original and 3 Copies

OR

- (2) File and serve a motion for an order extending the time to file the required document(s).

IF YOU DO NOT COMPLY, in a timely manner with either of the above alternatives, your case may be the subject of an order to show cause to dismiss the case. Motion for extension of time to file schedules and other papers shall comply with Local Bankruptcy Rule 1007-1, and shall be supported by admissible evidence demonstrating cause for the requested extension.

BY ORDER OF THE COURT

Dated: August 23, 2010

**KATHLEEN J. CAMPBELL, CLERK OF
COURT**

By: Judy Nguyen
Deputy Clerk

**United States Bankruptcy Court
Central District Of California**

In re: Richard Parks Lucy Parks	CHAPTER NO.: 11
	CASE NO.: 8:10-bk-21738

CASE COMMENCEMENT DEFICIENCY NOTICE

To Debtor and Debtor's Attorney of Record,

YOUR CASE MAY BE DISMISSED IF YOU FAIL TO CURE THE FOLLOWING DEFICIENCIES:

A. You must cure the following within 14 days from filing of your petition:

- ☒ Exhibit 'B' is not signed. [F.R.B.P.9011]
- ☒ Statement of Related Cases required by Local Rule 1015-2.
- ☒ Notice of Available Chapters signed by Debtor(s). [11 U.S.C. §342(b); Local Rule 1002-1(g)]
- ☒ Statement of Assistance of Non-Attorney or Bankruptcy Petition Preparer. [Local Rule 1002-1(g)]
- ☒ Summary of Schedules (Form B6). [Local Rule 1002-1(g)]
- ☒ Signed Declaration Concerning Debtor's Schedules (Form B6). [Local Rule 1002-1(g)]
- ☒ Certificate of Credit Counseling as required by § 521(b)(1), § 109(h)(1), and F.R.B.P. 1007(b)(3), or a Certification of Exigent Circumstances under § 109(h)(3), or a request for determination by the court under § 109(h)(4).
- ☒ Statistical Summary of Certain Liabilities
- ☒ Debtor's Certification of Employment Income

B. If you are a Small Business Debtor in a Chapter 11 case, within 7 days after the date of the filing of the petition, you must file the most recent:

1. Balance sheet
2. Statement of operations
3. Cash-flow statement
4. Federal tax return

OR

5. Statement made under penalty of perjury that no balance sheet, statement of operations, or cash-flow statement has been prepared and no Federal tax return has been filed [11 U.S.C. §1116]

Even if the indicated documents are not applicable to your particular situation, they must still be filed with the notation 'None' marked thereon.

For all items above you must file the original and the following number of copies [Local Bankruptcy Rule 1002-1]:

Chapter 11 1 Original and 3 Copies

Please return the original or copy of this form with all required items to the following location:

411 West Fourth Street, Suite 2030, Santa Ana, CA 92701-4593

If you have any questions, please contact the below-referenced Deputy Clerk:

Dated: August 23, 2010

**KATHLEEN J. CAMPBELL, CLERK OF
COURT**

By: Judy Nguyen
Deputy Clerk

EXHIBIT F

EXHIBIT F

Inst #: 201205240002436
Fees: \$17.00
N/C Fee: \$0.00
05/24/2012 09:31:06 AM
Receipt #: 1174169
Requestor:
NORTH AMERICAN TITLE COMPAN
Recorded By: DXI Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

APN # 178-19-712-012
N71222

Accommodation

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 July 1, 1997, as instrument number 01212 Book 970701, of the official records of Clark County, Nevada, the Copper Ridge Community has a lien on the following legally described property.

The property against which the lien is imposed is commonly referred to as 2270 Nashville Ave Henderson, NV 89052 particularly legally described as: GREEN VALLEY RANCH PHASE 3, PARCEL 40, PLAT BOOK 71, PAGE 68, LOT 5, BLOCK 5 in the County of Clark.

The owner(s) of record as reflected on the public record as of today's date is (are):
Lucia Parks

Mailing address(es):
P.O. Box 7029 Capistrano Beach, CA 92624

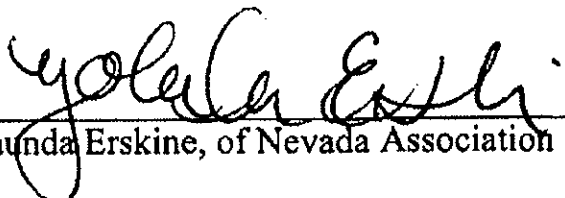
*Total amount due as of today's date is \$1,063.00.

This amount includes late fees, collection fees and interest in the amount of \$803.00

* Additional monies will accrue under this claim at the rate of the claimant's regular assessments or special assessments, plus permissible late charges, costs of collection and interest, accruing after the date of the notice.

Nevada Association Services, Inc. is a debt collector. Nevada Association Services, Inc. is attempting to collect a debt. Any information obtained will be used for that purpose.

Dated: May 21, 2012


By Yolaunda Erskine, of Nevada Association Services, Inc., as agent for Copper Ridge Community

When Recorded Mail To:
Nevada Association Services
TS # N71222
6224 W. Desert Inn Rd, Suite A
Las Vegas, NV 89146
Phone: (702) 804-8885 Toll Free: (888) 627-5544

EXHIBIT G

EXHIBIT G

APN # 178-19-712-012
NAS # N71222
North American Title # 37570
Property Address: 2270 Nashville Ave

(12)

Inst #: 201207190001226
Fees: \$18.00
N/C Fee: \$0.00
07/19/2012 09:30:32 AM
Receipt #: 1240017
Requestor:
NORTH AMERICAN TITLE COMPAN
Recorded By: RNS Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

Accommodation

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER HOMEOWNERS ASSOCIATION LIEN

IMPORTANT NOTICE

**WARNING! IF YOU FAIL TO PAY THE AMOUNT SPECIFIED IN THIS
NOTICE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT
IS IN DISPUTE!**

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS IT MAY BE SOLD WITHOUT ANY COURT ACTION and you may have the legal right to bring your account in good standing by paying all your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account. No sale date may be set until ninety (90) days from the date this notice of default was mailed to you. The date this document was mailed to you appears on this notice.

This amount is \$1,912.50 as of July 16, 2012 and will increase until your account becomes current.

While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage, or as required under your Covenants Conditions and Restrictions. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property or pay other obligations as required by your note and deed of trust or mortgage, or as required under your Covenants Conditions and Restrictions, Copper Ridge Community (the Association) may insist that you do so in order to reinstate your account in good standing. In addition, the Association may require as a condition to reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes and hazard insurance premiums.

Upon your request, this office will mail you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your Association may mutually agree in writing prior to the foreclosure sale to, among other things, 1) provide additional time in which to cure the default by transfer of the property or otherwise; 2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your Association permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your Association.

To find out about the amount you must pay, or arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact: Nevada Association Services, Inc. on behalf of Copper Ridge Community, 6224 W. Desert Inn Road, Suite A, Las Vegas, NV 89146. The phone number is (702) 804-8885 or toll free at (888) 627-5544.

If you have any questions, you should contact a lawyer or the Association which maintains the right of assessment on your property.

NAS # N71222

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 NEVADA ASSOCIATION
SERVICES, INC.**

is the duly appointed agent under the previously mentioned Notice of Delinquent Assessment Lien, with the owner(s) as reflected on said lien being Lucia Parks, dated May 21, 2012, and recorded on May 24, 2012 as instrument number 0002436 Book 20120524 in the official records of Clark County, Nevada, executed by Copper Ridge Community, hereby declares that a breach of the obligation for which the Covenants Conditions and Restrictions, recorded on July 1, 1997, as instrument number 01212 Book 970701, as security has occurred in that the payments have not been made of homeowner's assessments due from 2/1/2012 and all subsequent homeowner's assessments, monthly or otherwise, less credits and offsets, plus late charges, interest, trustee's fees and costs, attorney's fees and costs and Association fees and costs.

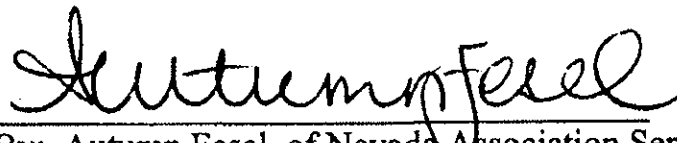
That by reason thereof, the Association has deposited with said agent such documents as the Covenants Conditions and Restrictions and documents evidencing the obligations secured thereby, and declares all sums secured thereby due and payable and elects to cause the property to be sold to satisfy the obligations.

Nevada Association Services, Inc. is a debt collector. Nevada Association Services, Inc. is attempting to collect a debt. Any information obtained will be used for that purpose.

Nevada Associations Services, Inc., whose address is 6224 W. Desert Inn Road, Suite A, Las Vegas, NV 89146 is authorized by the association to enforce the lien by sale.

Legal Description: GREEN VALLEY RANCH PHASE 3, PARCEL 40, PLAT BOOK 71, PAGE 68, LOT 5, BLOCK 5 in the County of Clark

Dated: July 16, 2012



By: Autumn Fesel, of Nevada Association Services, Inc.
on behalf of Copper Ridge Community

When Recorded Mail To:
Nevada Association Services, Inc.
6224 W. Desert Inn Road, Suite A
Las Vegas, NV 89146
(702) 804-8885
(888) 627-5544

EXHIBIT H

EXHIBIT H

Inst #: 201302070000910
Fees: \$18.00
N/C Fee: \$0.00
02/07/2013 09:34:04 AM
Receipt #: 1488994
Requestor:
NORTH AMERICAN TITLE COMPAN
Recorded By: RNS Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

(5)

RECORDING COVER PAGE

Must be typed or printed clearly in black ink only.

APN# 178-19-712-012
11 digit Assessor's Parcel Number may be obtained at:
<http://redrock.co.clark.nv.us/assrealprop/owner.aspx>

TITLE OF DOCUMENT (DO NOT Abbreviate)

NOTICE OF FORECLOSURE SALE

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

Recording requested by:

NORTH AMERICAN TITLE COMPANY

Return to:

Name NORTH AMERICAN TITLE COMPANY

Address 8485 W. SUNSET ROAD #111

City/State/Zip LAS VEGAS, NV 89113

This page provides additional information required by NRS 111.312 Sections 1-2.

An additional recording fee of \$1.00 will apply.

To print this document properly—do not use page scaling.

P:\Recorder\FForms 12_2010

APN # 178-19-712-012
Copper Ridge Community

NAS # N71222

Accommodation NOTICE OF FORECLOSURE 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 NEVADA ASSOCIATION SERVICES, INC. AT (702) 804-8885. IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMAN'S OFFICE, NEVADA REAL ESTATE DIVISION, AT 1-877-829-9907 IMMEDIATELY.

YOU ARE IN DEFAULT UNDER A DELINQUENT ASSESSMENT LIEN, May 21, 2012. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDINGS AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

NOTICE IS HEREBY GIVEN THAT on 3/1/2013 at 10:00 am at the front entrance to the Nevada Association Services, Inc. 6224 West Desert Inn Road, Las Vegas, Nevada, under the power of sale pursuant to the terms of those certain covenants conditions and restrictions recorded on July 1, 1997 as instrument number 01212 Book 970701 of official records of Clark County, Nevada Association Services, Inc., as duly appointed agent under that certain Delinquent Assessment Lien, recorded on May 24, 2012 as document number 0002436 Book 20120524 of the official records of said county, will sell at public auction to the highest bidder, for lawful money of the United States, all right, title, and interest in the following commonly known property known as: 2270 Nashville Ave, Henderson, NV 89052. Said property is legally described as: GREEN VALLEY RANCH PHASE 3, PARCEL 40, PLAT BOOK 71, PAGE 68, LOT 5, BLOCK 5, official records of Clark County, Nevada.

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

The undersigned agent disclaims any liability for incorrectness of the street address and other common designations, if any, shown herein. The sale will be made without covenant or warranty, expressed or implied regarding, but not limited to, title or possession, or encumbrances, or obligations to satisfy any secured or unsecured liens. 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 \$3,132.52. Payment must be in cash or a cashier's check drawn on a state or national bank, check drawn on a state or federal savings and loan association, savings association or savings bank and authorized to do business in the State of Nevada. The Notice of Default and Election to Sell the described property was recorded on 7/19/2012 as instrument number 0001226 Book 20120719 in the official records of Clark County.

Nevada Association Services, Inc. is a debt collector. Nevada Association Services, Inc. is attempting to collect a debt. Any information obtained will be used for that purpose.

February 5, 2013

When Recorded Mail To:
Nevada Association Services, Inc.
6224 W. Desert Inn Road, Suite A
Las Vegas, NV 89146

Nevada Association Services, Inc.
6224 W. Desert Inn Road, Suite A
Las Vegas, NV 89146 (702) 804-8885, (888) 627-5544

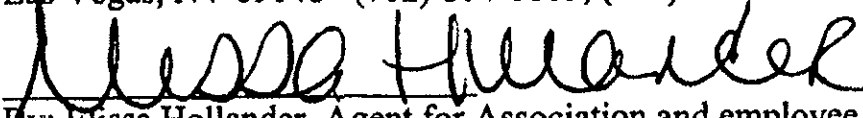

By: Elissa Hollander, Agent for Association and employee of
Nevada Association Services, Inc.

EXHIBIT I

EXHIBIT I

CLOSED

**U.S. Bankruptcy Court
Central District of California (Santa Ana)
Bankruptcy Petition #: 8:10-bk-21738-TA**

Assigned to: Theodor Albert
Chapter 11
Voluntary
Asset

Date filed: 08/23/2010
Date terminated: 09/29/2014
Debtor discharged: 09/17/2014
Joint debtor discharged: 09/17/2014
Plan confirmed: 07/05/2012
341 meeting: 09/23/2010
Deadline for objecting to discharge: 11/22/2010

Debtor disposition: Standard Discharge
Joint debtor disposition: Standard Discharge

Debtor

Richard Parks
POB 7029
Capistrano Beach, CA 92624
ORANGE-CA
SSN / ITIN: xxx-xx-0064

represented by **D Edward Hays**

Marshack Hays LLP
870 Roosevelt Ave
Irvine, CA 92620
949-333-7777
Fax : 949-333-7778
Email: ehays@marshackhays.com

Charles Liu

Marshack Hays LLP
870 Roosevelt Ave
Irvine, CA 92620
949-333-7777
Fax : 949-333-7778
Email: cliu@marshackhays.com

Richard A Marshack

Marshack Hays LLP
870 Roosevelt Ave
Irvine, CA 92620
949-333-7777
Fax : 949-333-7778
Email: rmarshack@marshackhays.com

J. Alexandra Rhim

Hemar, Rousso & Heald, LLP
15910 Ventura Boulevard, 12th Floor
Encino, CA 91436
818-907-3135
Fax : 818-501-2985
Email: arhim@hemar-rousso.com

David Wood

Marshack Hays LLP
870 Roosevelt Ave
Irvine, CA 92620
949-333-7777
Fax : 949-333-7778
Email: dwood@marshackhays.com

represented by

Joint Debtor**Lucy Parks**

POB 7029

Capistrano Beach, CA 92624

ORANGE-CA

SSN / ITIN: xxx-xx-8170

D Edward Hays

(See above for address)

Charles Liu

(See above for address)

Richard A Marshack

(See above for address)

J. Alexandra Rhim

(See above for address)

David Wood

(See above for address)

U.S. Trustee**United States Trustee (SA)**

411 W Fourth St., Suite 7160

Santa Ana, CA 92701-4593

(714) 338-3400

represented by **Michael J Hauser**

411 W Fourth St Suite 7160

Santa Ana, CA 92701

714-338-3417

Fax : 714-338-3421

Email: michael.hauser@usdoj.gov

Filing Date	#	Docket Text
08/23/2010	<u>1</u> (19 pgs; 3 docs)	Chapter 11 Voluntary Petition. Receipt Number O, Fee Amount \$1039 Filed by Richard Parks , Lucy Parks. Schedule A due 9/7/2010. Schedule B due 9/7/2010. Schedule C due 9/7/2010. Schedule D due 9/7/2010. Schedule E due 9/7/2010. Schedule F due 9/7/2010. Schedule G due 9/7/2010. Schedule H due 9/7/2010. Schedule I due 9/7/2010. Schedule J due 9/7/2010. Statement of Financial Affairs due 9/7/2010. Statement - Form 22B Due: 9/7/2010. Exhibit B due 9/7/2010. Statement of Related Case due 9/7/2010. Notice of available chapters due 9/7/2010. Statement of assistance of non-attorney due 9/7/2010. Summary of schedules due 9/7/2010. Declaration concerning debtors schedules due 9/7/2010. Statistical Summary due 9/7/2010. Cert. of Credit Counseling due by 9/7/2010. Debtor Certification of Employment Income due by 9/7/2010. Incomplete Filings due by 9/7/2010. Section 316 Incomplete Filings due by 10/7/2010. (Nguyen, Judy) (Entered: 08/23/2010)
08/23/2010		Judge Theodor Albert added to case (Nguyen, Judy) (Entered: 08/23/2010)
08/23/2010	<u>2</u>	Statement of Social Security Number(s) Form B21 Filed by Joint Debtor Lucy Parks, Debtor Richard Parks . (Nguyen, Judy) (Entered: 08/23/2010)
08/23/2010		Receipt of Chapter 11 Filing Fee - \$1039.00 by 04. Receipt Number 80032153. (admin) (Entered: 08/24/2010)
08/25/2010	<u>3</u> (2 pgs)	Meeting of Creditors 341(a) meeting to be held on 9/23/2010 at 09:00 AM at RM 1-159, 411 W Fourth St., Santa Ana, CA 92701. Last day to oppose discharge or dischargeability is 11/22/2010. (Beezer, Cynthia) (Entered: 08/25/2010)

08/25/2010	<u>4</u> (1 pg)	Request for courtesy Notice of Electronic Filing (NEF) Filed by Ashleigh A Danker on behalf of Ashleigh Ann Danker. (Danker, Ashleigh) (Entered: 08/25/2010)
08/25/2010	<u>5</u> (2 pgs)	BNC Certificate of Notice (RE: related document(s) <u>1</u> Voluntary Petition (Chapter 11) filed by Debtor Richard Parks, Joint Debtor Lucy Parks) No. of Notices: 2. Service Date 08/25/2010. (Admin.) (Entered: 08/25/2010)
08/25/2010	<u>6</u> (2 pgs)	BNC Certificate of Notice (RE: related document(s) <u>1</u> Voluntary Petition (Chapter 11) filed by Debtor Richard Parks, Joint Debtor Lucy Parks) No. of Notices: 2. Service Date 08/25/2010. (Admin.) (Entered: 08/25/2010)
08/27/2010	<u>7</u> (5 pgs)	Request for special notice <i>by KeyBank National Association</i> Filed by Creditor KeyBank National Association. (Danker, Ashleigh) (Entered: 08/27/2010)
08/27/2010	<u>8</u> (6 pgs)	BNC Certificate of Notice (RE: related document(s) <u>3</u> Meeting of Creditors Chapter 11 & 12) No. of Notices: 21. Service Date 08/27/2010. (Admin.) (Entered: 08/27/2010)
09/08/2010	<u>10</u> (2 pgs)	Certificate of Credit Counseling Filed by Joint Debtor Lucy Parks, Debtor Richard Parks (RE: related document(s) <u>1</u> Voluntary Petition (Chapter 11)). (Nguyen, Judy) (Entered: 09/13/2010)
09/08/2010	<u>11</u> (42 pgs)	Statement of Financial Affairs, Notice of available chapters, Declaration concerning debtor's schedules, Statement of assistance of non-attorney, Chapter 11 Statement of Current Monthly Income (Form 22B), Summary of Schedules, Statistical Summary of Certain Liabilities, Schedule A, Schedule B, Schedule C, Schedule D, Schedule E, Schedule F, Schedule G, Schedule H, Schedule I, Schedule J; Filed by Joint Debtor Lucy Parks, Debtor Richard Parks (RE: related document(s) <u>1</u> Voluntary Petition (Chapter 11)). (Nguyen, Judy) (Entered: 09/13/2010)
09/09/2010	<u>9</u> (3 pgs)	Order Re: Setting Scheduling and Case Management; Status Conference hearing is set for 10/20/2010 at 10:00 a.m. - Signed on 9/9/2010 (RE: related document(s) <u>1</u> Voluntary Petition (Chapter 11) filed by Debtor Richard Parks, Joint Debtor Lucy Parks). (I, deputy clerk who is making this entry, certify that service on all parties under Section II was completed, Ngo, Kim) (Entered: 09/09/2010)
09/09/2010		Hearing Set (RE: related document(s) <u>1</u> Voluntary Petition (Chapter 11) filed by Debtor Richard Parks, Joint Debtor Lucy Parks) Status Conference hearing to be held on 10/20/2010 at 10:00 AM at Crtrm 5B, 411 W Fourth St., Santa Ana, CA 92701. The case judge is Theodor Albert (Ngo, Kim) (Entered: 09/09/2010)
09/15/2010	<u>12</u> (3 pgs)	Order to Appear and Show Cause to Debtor re: Debtor is an entity that must be represented by an attorney; Hearing to be held on 10/20/2010 at 10:00 a.m. (Related Doc # doc) - Signed on 9/15/2010 (Ngo, Kim) (Entered: 09/15/2010)
09/15/2010		Hearing Set (RE: related document(s) <u>1</u> Voluntary Petition (Chapter 11) filed by Debtor Richard Parks, Joint Debtor Lucy Parks) Order to

		Show Cause hearing to be held on 10/20/2010 at 10:00 AM at Ctrm 5B, 411 W Fourth St., Santa Ana, CA 92701. The case judge is Theodor Albert (Ngo, Kim) (Entered: 09/15/2010)
09/17/2010	<u>13</u> (4 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document (s) <u>12</u> Order to Show Cause) No. of Notices: 4. Service Date 09/17/2010. (Admin.) (Entered: 09/17/2010)
09/23/2010	<u>14</u> (1 pg)	Request for courtesy Notice of Electronic Filing (NEF) Filed by Deborah Conley on behalf of Courtesy NEF. (Conley, Deborah) (Entered: 09/23/2010)
09/24/2010	<u>15</u> (1 pg)	Request for courtesy Notice of Electronic Filing (NEF) Filed by Scott O Smith on behalf of Courtesy NEF. (Smith, Scott) (Entered: 09/24/2010)
09/28/2010	<u>16</u> (5 pgs)	Request for special notice Filed by Creditor CDR Investment Properties LLC . (Deramus, Glenda) (Entered: 10/01/2010)
10/01/2010	<u>17</u> (158 pgs; 16 docs)	Notice of motion and motion for relief from stay/relief from turnover with declarations REAL PROPERTY CUSTODIAN RE: Real Property Located at 5256 Sharp Road, Calistoga, CA <i>with Proof of Service [Hearing Date: October 27, 2010 at 10:00 a.m.]</i> . Fee Amount \$150, Filed by Creditor California Bank & Trust (Attachments: <u>1</u> Exhibit <u>2</u> Exhibit <u>3</u> Exhibit <u>4</u> Exhibit <u>5</u> Exhibit <u>6</u> Exhibit <u>7</u> Exhibit <u>8</u> Exhibit <u>9</u> Exhibit <u>10</u> Exhibit <u>11</u> Exhibit <u>12</u> Exhibit <u>13</u> Exhibit <u>14</u> Exhibit <u>15</u> Exhibit) (Davis, Melissa) CORRECTION: Exhibit 5 contains many pages that have sections which are not legible. Advised attorney to refile amended exhibit. Modified on 10/5/2010 (Daniels, Sally). (Entered: 10/01/2010)
10/01/2010		Receipt of Motion for Relief from Stay - Real Property Custodian (8:10-bk-21738-TA) [motion,nmab] (150.00) Filing Fee. Receipt number 16632663. Fee amount 150.00. (U.S. Treasury) (Entered: 10/01/2010)
10/01/2010		Hearing Set (RE: related document(s) <u>17</u> Motion for Relief from Stay - Real Property Custodian filed by Creditor California Bank & Trust) The Hearing date is set for 10/27/2010 at 10:00 AM at Ctrm 5B, 411 W Fourth St., Santa Ana, CA 92701. The case judge is Theodor Albert (Ngo, Kim) (Entered: 10/06/2010)
10/06/2010	<u>18</u> (1 pg)	Request for courtesy Notice of Electronic Filing (NEF) Filed by Charles Liu on behalf of Courtesy NEF. (Liu, Charles) (Entered: 10/06/2010)
10/06/2010	<u>19</u> (4 pgs; 2 docs)	Request for special notice <i>and Reservation of Rights</i> Filed by Creditor Bank of Las Vegas. (Attachments: <u>1</u> Proof of Service) (Hawkins, Christopher) (Entered: 10/06/2010)
10/08/2010	<u>20</u> (133 pgs; 26 docs)	Errata - <i>Notice of Errata Regarding Exhibit 5 to Motion for Relief from the Automatic Stay with Proof of Service</i> Filed by Creditor California Bank & Trust (RE: related document(s)Automatic docket of credit card). (Attachments: <u>1</u> Exhibit <u>2</u> Exhibit <u>3</u> Exhibit <u>4</u> Exhibit <u>5</u> Exhibit <u>6</u> Exhibit <u>7</u> Exhibit <u>8</u> Exhibit <u>9</u> Exhibit <u>10</u> Exhibit <u>11</u> Exhibit <u>12</u> Exhibit <u>13</u> Exhibit <u>14</u> Exhibit <u>15</u> Exhibit <u>16</u> Exhibit <u>17</u>

		Exhibit <u>18</u> Exhibit <u>19</u> Exhibit <u>20</u> Exhibit <u>21</u> Exhibit <u>22</u> Exhibit <u>23</u> Exhibit <u>24</u> Exhibit <u>25</u> Exhibit) (Davis, Melissa) (Entered: 10/08/2010)
10/13/2010	<u>21</u> (3 pgs)	Status report <i>U.S. Trustee's Comments for Court's Status Hearing</i> Filed by U.S. Trustee United States Trustee (SA) (RE: related document(s) <u>20</u> Order (Generic)). (Hauser, Michael) (Entered: 10/13/2010)
10/15/2010	<u>22</u> (157 pgs; 3 docs)	Notice of motion and motion for relief from the automatic stay with supporting declarations REAL PROPERTY RE: 1100 Maple Lane, Calistoga, CA 94515 . Fee Amount \$150, Filed by Creditor Umpqua Bank (Attachments: <u>1</u> Exhibit 1 of 2 <u>2</u> Exhibit 2 of 2) (Arnot, Stephen) Modified on 10/18/2010 (Bustillos, Denise). CORRECTION: Incorrect case number on the pleading. Advised attorney to file a Notice of Errata with the correct case number 8:10-21738-TA. Modified on 10/18/2010 (Bustillos, Denise). (Entered: 10/15/2010)
10/15/2010		Receipt of Motion for Relief from Stay - Real Property(8:10-bk-21738-TA) [motion,nmrp] (150.00) Filing Fee. Receipt number 16853937. Fee amount 150.00. (U.S. Treasury) (Entered: 10/15/2010)
10/15/2010		Hearing Set (RE: related document(s) <u>22</u> Motion for Relief from Stay - Real Property filed by Creditor Umpqua Bank) The Hearing date is set for 11/16/2010 at 10:00 AM at Ctrm 5B, 411 W Fourth St., Santa Ana, CA 92701. The case judge is Theodor Albert (Bustillos, Denise) (Entered: 10/18/2010)
10/18/2010	<u>23</u> (35 pgs)	Application to Employ Marshack Hays LLP as General Insolvency Counsel <i>and to Pay Post-Petition Security Retainers; and Declaration of Richard A. Marshack in Support Thereof; Proof of Service</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks (Marshack, Richard) (Entered: 10/18/2010)
10/18/2010	<u>24</u> (6 pgs)	Notice of motion/application <i>by Debtors and Debtors-in-Possession to Employ Marshack Hays LLP as General Insolvency Counsel and to Pay Post-Petition Security Retainers; Proof of Service</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks (RE: related document(s) <u>23</u> Application to Employ Marshack Hays LLP as General Insolvency Counsel <i>and to Pay Post-Petition Security Retainers; and Declaration of Richard A. Marshack in Support Thereof; Proof of Service</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks). (Marshack, Richard) (Entered: 10/18/2010)
10/18/2010	<u>25</u> (10 pgs)	Status report <i>Chapter 11 Debtor-in-Possession's First Status Conference Report and Response to OSC re Dismissal; Proof of Service</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks (RE: related document(s) <u>24</u> Order (Generic)). (Liu, Charles) (Entered: 10/18/2010)
10/19/2010	<u>26</u> (3 pgs)	Declaration re: <i>Response to Order to Show Cause; Proof of Service</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks (RE: related document(s) <u>12</u> Order to Show Cause). (Marshack, Richard) (Entered: 10/19/2010)

10/19/2010	<u>27</u> (3 pgs)	Stipulation By California Bank & Trust and <i>Stipulation to Continue the Hearing on California Bank & Trust's Motion for Relief from Stay Under 11 U.S.C. Section 362 as to Real Property (with proof of service)</i> Filed by Creditor California Bank & Trust (Davis, Melissa) (Entered: 10/19/2010)
10/19/2010	<u>28</u> (27 pgs)	Amending Schedules D, E.. (<i>Amendment to Schedule D</i>), Amended Schedule A (<i>Amendment to Schedule A</i>), Amended Schedule C , Statement of Financial Affairs (<i>Amendment to Statement of Financial Affairs</i>), Declaration Re: Electronic Filing , Amended Schedule B Filed by Joint Debtor Lucy Parks, Debtor Richard Parks. (Marshack, Richard) (Entered: 10/19/2010)
10/19/2010		Receipt of Amending Schedules D E or F(8:10-bk-21738-TA) [misc,amdsch] (26.00) Filing Fee. Receipt number 16915329. Fee amount 26.00. (U.S. Treasury) (Entered: 10/19/2010)
10/19/2010	<u>29</u> (23 pgs)	Monthly Operating Report. Operating Report Number: One (1). For the Month Ending 8/31/10 & 9/30/10 <i>and Proof of Service</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks. (Marshack, Richard) (Entered: 10/19/2010)
10/20/2010	<u>30</u> (12 pgs)	Declaration re: <i>Supplemental Declaration of Christine From in Support of California Bank & Trust's Motion for Relief From Stay Under 11 U.S.C. Section 362 With Respect to Real Property (with proof of service)</i> Filed by Creditor California Bank & Trust (RE: related document(s)) <u>17</u> Notice of motion and motion for relief from stay/relief from turnover with declarations REAL PROPERTY CUSTODIAN RE: Real Property Located at 5256 Sharp Road, Calistoga, CA <i>with Proof of Service [Hearing Date: October 27, 2010 at 10:00 a.m.]</i> . Fe). (Davis, Melissa) (Entered: 10/20/2010)
10/20/2010	<u>31</u> (2 pgs)	Notice of Errata Filed by Creditor Umpqua Bank (RE: related document(s)) <u>22</u> Notice of motion and motion for relief from the automatic stay with supporting declarations REAL PROPERTY RE: 1100 Maple Lane, Calistoga, CA 94515 . Fee Amount \$150, Filed by Creditor Umpqua Bank.). (Arnot, Stephen) (Entered: 10/20/2010)
10/20/2010		Hearing (Bk Other) Continued (RE: related document(s) <u>1</u> VOLUNTARY PETITION (CHAPTER 11) filed by Richard Parks) Show Cause Hearing to be held on 12/01/2010 at 10:00 AM Ronald Reagan Federal Bldg 411 W Fourth St Crtrm 5B Santa Ana, CA 92701 for <u>1</u> ,(Ngo, Kim) (Entered: 10/20/2010)
10/20/2010	32	Hearing Held on Order to Show (RE: related document(s) <u>1</u> Voluntary Petition (Chapter 11)) - Off Calendar; Application to Employ an Attorney filed on 10/18/2010 - (Ngo, Kim) (Entered: 10/20/2010)
10/25/2010	<u>33</u> (4 pgs)	Order Approving Stipulation and Continuing Hearing on California Bank & Trust's Motion for Relief from Stay under 11 U.S.C. Section 362 as to Real Property currently set for 10/27/2010 at 10:00 a.m. to 11/30/2010 at 10:30 a.m. (Related Doc # <u>27</u>) - Signed on 10/25/2010 (Ngo, Kim) (Entered: 10/25/2010)
10/25/2010		

	<u>34</u> (1 pg)	Request for courtesy Notice of Electronic Filing (NEF) Filed by Christopher M McDermott on behalf of Courtesy NEF. (McDermott, Christopher) (Entered: 10/25/2010)
10/27/2010	<u>35</u> (4 pgs)	Notice of Hearing <i>Notice of Continued Status Conference; Proof of Service</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks. (Marshack, Richard) (Entered: 10/27/2010)
10/27/2010	<u>36</u> (1 pg)	Request for courtesy Notice of Electronic Filing (NEF) Filed by J Alexandra Rhim on behalf of Courtesy NEF. (Rhim, J) (Entered: 10/27/2010)
10/27/2010	<u>37</u> (1 pg)	Request for courtesy Notice of Electronic Filing (NEF) Filed by Scott O Smith on behalf of Courtesy NEF. (Smith, Scott) (Entered: 10/27/2010)
10/27/2010		Hearing Continued (RE: related document(s) <u>17</u> Motion for Relief from Stay - Real Property Custodian filed by Creditor California Bank & Trust) The Hearing date is set for 11/30/2010 at 10:30 AM at Crtrm 5B, 411 W Fourth St., Santa Ana, CA 92701. The case judge is Theodor Albert (Ngo, Kim) (Entered: 10/27/2010)
10/27/2010	<u>38</u> (5 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document (s) <u>33</u> Order (Generic)) No. of Notices: 7. Service Date 10/27/2010. (Admin.) (Entered: 10/27/2010)
10/27/2010		Receipt of Tape Duplication Fee - \$26.00 by 16. Receipt Number 80033924. (admin) (Entered: 10/28/2010)
11/04/2010	<u>39</u> (7 pgs)	Amended Application (related document(s): <u>23</u> Application to Employ Marshack Hays LLP as General Insolvency Counsel <i>and to Pay Post-Petition Security Retainers; and Declaration of Richard A. Marshack in Support Thereof; Proof of Service</i> filed by Debtor Richard Parks, Joint Debtor Lucy Parks) <i>Amendment to Application By Debtors and Debtors In Possession to Employ Marshack Hays LLP as General Counsel and to Pay Post-Petition Security Retainers; Declaration of Richard Parks; and Proof of Service</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks (Marshack, Richard) (Entered: 11/04/2010)
11/10/2010	<u>40</u> (6 pgs)	Financial Management Course Certificate Filed (<i>Richard Parks</i>); <i>Financial Management Course Certificate (Lucy Parks); Proof of Service</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks. (Liu, Charles) (Entered: 11/10/2010)
11/15/2010	<u>41</u> (3 pgs)	Stipulation By Lucy Parks, Richard Parks and <i>Umpqua Bank to Continue the Hearing on Umpqua Bank's Motion for Relief from Stay Under 11 U.S.C. Section 362 as to Real Proprety and Proof of Service</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks (Liu, Charles) (Entered: 11/15/2010)
11/16/2010		Hearing (Bk Motion) Continued (RE: related document(s) <u>22</u> MOTION FOR RELIEF FROM STAY - REAL PROPERTY filed by Umpqua Bank) Hearing to be held on 11/30/2010 at 10:30 AM Ronald Reagan Federal Bldg 411 W Fourth St Crtrm 5B Santa Ana, CA 92701 for <u>22</u> , (Ngo, Kim) (Entered: 11/16/2010)

11/16/2010	<u>42</u> (26 pgs)	Monthly Operating Report. Operating Report Number: 2. For the Month Ending 10/31/2010 <i>and Proof of Service</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks. (Liu, Charles) (Entered: 11/16/2010)
11/16/2010	<u>43</u> (6 pgs)	Opposition to (related document(s): <u>22</u> Notice of motion and motion for relief from the automatic stay with supporting declarations REAL PROPERTY RE: . Fee Amount \$150, filed by Creditor Umpqua Bank) <i>Opposition to Umpqua Banks' Motion for Relief from Stay; Declaration of Richard Parks in Support Thereof; and Proof of Service</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks (Liu, Charles) (Entered: 11/16/2010)
11/17/2010	<u>44</u> (4 pgs)	Stipulation By California Bank & Trust and <i>Debtors for Relief from Stay Under 11 U.S.C. Section 362 with Respect to Real Property with Proof of Service</i> Filed by Creditor California Bank & Trust (Davis, Melissa) (Entered: 11/17/2010)
11/17/2010	<u>45</u> (12 pgs)	Status report <i>Debtors' Second Status Report (Hrg: 12/1/10 at 10:00 a.m., 5B); and Proof of Service</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks (RE: related document(s) <u>1</u> Voluntary Petition (Chapter 11)). (Marshack, Richard) (Entered: 11/17/2010)
11/17/2010	<u>46</u> (16 pgs)	Motion to Extend Exclusivity Period for Filing a Chapter 11 Plan and Disclosure Statement <i>Debtor's Motion for Extension of Exclusive Periods to File a Plan and to Solicit Acceptances Thereto; Memorandum of Points and Authorities and Declaration of Richard Parks in Support Thereof; Proof of Service [Hrg: 12/8/10 at 10:00 a.m., 5B]</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks (Marshack, Richard) (Entered: 11/17/2010)
11/17/2010	<u>47</u> (7 pgs)	Notice of motion/application <i>Debtor's Notice of Motion for Extension of Exclusive Periods to File a Plan and to Solicit Acceptances Thereto; and Proof of Service [Hrg: 12/8/10 at 10:00 a.m., 5B]</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks (RE: related document(s) <u>46</u> Motion to Extend Exclusivity Period for Filing a Chapter 11 Plan and Disclosure Statement <i>Debtor's Motion for Extension of Exclusive Periods to File a Plan and to Solicit Acceptances Thereto; Memorandum of Points and Authorities and Declaration of Richard Parks in Support Thereof; Proof of Service [Hrg: 12/8/10 at 10:00 a.m., 5B]</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks). (Marshack, Richard) (Entered: 11/17/2010)
11/17/2010	<u>48</u> (4 pgs)	Amendment to List of Creditors. <i>Addendum to Mailing List and Proof of Service</i> Fee Amount \$26 Filed by Joint Debtor Lucy Parks, Debtor Richard Parks. (Marshack, Richard) (Entered: 11/17/2010)
11/17/2010		Receipt of Amended Creditor Matrix (Fee)(8:10-bk-21738-TA) [misc,amdcn] (26.00) Filing Fee. Receipt number 17402525. Fee amount 26.00. (U.S. Treasury) (Entered: 11/17/2010)
11/17/2010		Hearing Set (RE: related document(s) <u>46</u> Motion to Extend/Limit Exclusivity Period filed by Debtor Richard Parks, Joint Debtor Lucy Parks) The Hearing date is set for 12/8/2010 at 10:00 AM at Crtrm 5B, 411 W Fourth St., Santa Ana, CA 92701. The case judge is Theodor Albert (Bustillos, Denise) (Entered: 11/23/2010)

11/18/2010	<u>49</u> (1 pg)	Request for courtesy Notice of Electronic Filing (NEF) Filed by Eric J Testan on behalf of Courtesy NEF. (Testan, Eric) (Entered: 11/18/2010)
11/18/2010	<u>50</u> (55 pgs)	Declaration re: non opposition <i>with Proof of Service</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks (RE: related document(s) <u>23</u> Application to Employ Marshack Hays LLP as General Insolvency Counsel <i>and to Pay Post-Petition Security Retainers; and Declaration of Richard A. Marshack in Support Thereof; Proof of Service</i>). (Marshack, Richard) (Entered: 11/18/2010)
11/22/2010	<u>51</u> (4 pgs)	Order Granting Stipulation to continue hearing on Motion for Relief from Stay to 11/30/2010 at 10:30 a.m. (Related Doc # <u>41</u>) - Signed on 11/22/2010 (Ngo, Kim) (Entered: 11/22/2010)
11/23/2010	<u>52</u> (4 pgs)	Order Approving Stipulation on Motion for relief from the automatic stay REAL PROPERTY re: 1100 Maple Lane, Calistoga, CA 94515 (BNC-PDF) (Related Doc # <u>22</u>) - Signed on 11/23/2010 (Ngo, Kim) (Entered: 11/23/2010)
11/24/2010	<u>53</u> (5 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document (s) <u>51</u> ORDER to continue/reschedule hearing) No. of Notices: 7. Service Date 11/24/2010. (Admin.) (Entered: 11/24/2010)
11/25/2010	<u>54</u> (5 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document (s) <u>52</u> Motion for relief from the automatic stay REAL PROPERTY (BNC-PDF)) No. of Notices: 7. Service Date 11/25/2010. (Admin.) (Entered: 11/25/2010)
11/30/2010	55	Hearing Held (Bk Motion) (RE: related document(s) <u>17</u> Motion for Relief from Stay - Real Property Custodian) OFF CALENDAR; Order by Stipulation Entered on 11-23-10 (cr: Bust) (Bustillos, Denise) (Entered: 11/30/2010)
11/30/2010		Hearing (Bk Motion) Continued (RE: related document(s) <u>22</u> MOTION FOR RELIEF FROM STAY - REAL PROPERTY filed by Umpqua Bank) Hearing to be held on 12/08/2010 at 10:00 AM Ronald Reagan Federal Bldg 411 W Fourth St Ctrrm 5B Santa Ana, CA 92701 for <u>22</u> , (Bustillos, Denise) (Entered: 11/30/2010)
12/01/2010		Hearing (Bk Other) Continued (RE: related document(s) <u>1</u> VOLUNTARY PETITION (CHAPTER 11) filed by Richard Parks) Show Cause Hearing to be held on 02/24/2011 at 10:00 AM Ronald Reagan Federal Bldg 411 W Fourth St Ctrrm 5B Santa Ana, CA 92701 for <u>1</u> , (Ngo, Kim) (Entered: 12/01/2010)
12/06/2010	<u>56</u> (4 pgs)	Reply to (related document(s): <u>43</u> Opposition filed by Debtor Richard Parks, Joint Debtor Lucy Parks) Filed by Creditor Umpqua Bank (Arnot, Stephen) (Entered: 12/06/2010)
12/08/2010	57	Hearing Held (Bk Motion) (RE: related document(s) <u>46</u> Motion to Extend/Limit Exclusivity Period) - MOTION GRANTED - (cr: Bust) (Ngo, Kim) (Entered: 12/08/2010)
12/08/2010	58	Hearing Held (Bk Motion) (RE: related document(s) <u>22</u> Motion for Relief from Stay - Real Property) - Motion is denied at this time

		without prejudice, conditionally on payment of the sum of \$12,000 to be paid no later than February 15, 2011, and then again on the 15th of each month following. There is a 5-business-day grace period, after which notice is given, in which to cure default. On the next day after the 5-business-day grace period, the creditor may submit an order. Evidence of insurance coverage is to be provided no later than December 31, 2010 - (cr: Bust) (Ngo, Kim) (Entered: 12/08/2010)
12/15/2010	<u>59</u> (25 pgs)	Monthly Operating Report. Operating Report Number: Three. For the Month Ending 11/30/10 <i>and Proof of Service</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks. (Marshack, Richard) (Entered: 12/15/2010)
12/27/2010	<u>60</u> (4 pgs)	Order Approving Debtor's Motion for Extension of Exclusive Periods to File a Plan and to Solicit Acceptances Thereto (Related Doc # <u>46</u>) Signed on 12/27/2010 (see order for specific ruling) (Daniels, Sally) (Entered: 12/27/2010)
12/29/2010	<u>61</u> (4 pgs)	Order on Umpqua Bank's Motion for relief from stay under 11 USC Section 362 as to REAL PROPERTY (BNC-PDF) (Related Doc # <u>22</u>) Signed on 12/29/2010 (Daniels, Sally) (Entered: 12/29/2010)
12/29/2010	<u>62</u> (5 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document (s) <u>60</u> Order on Motion to Extend Exclusivity Period) No. of Notices: 7. Service Date 12/29/2010. (Admin.) (Entered: 12/29/2010)
12/31/2010	<u>63</u> (5 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document (s) <u>61</u> Motion for relief from the automatic stay REAL PROPERTY (BNC-PDF)) No. of Notices: 7. Service Date 12/31/2010. (Admin.) (Entered: 12/31/2010)
01/11/2011	<u>64</u> (2 pgs)	Notice of Change of Address <i>and Proof of Service</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks. (Marshack, Richard) (Entered: 01/11/2011)
01/26/2011	<u>65</u> (21 pgs)	Declaration re: <i>Default, with Proposed Order Terminating Automatic Stay</i> Filed by Creditor Umpqua Bank. (Arnot, Stephen) (Entered: 01/26/2011)
01/28/2011	<u>66</u> (1 pg)	Request for courtesy Notice of Electronic Filing (NEF) Filed by Daniel K Fujimoto on behalf of Courtesy NEF. (Fujimoto, Daniel) (Entered: 01/28/2011)
01/28/2011	<u>67</u> (13 pgs)	Motion to Set Last Day to File Proofs of Claim <i>Notice of Motion and Motion by Debtors and Debtors in Possession to Establish a Bar Date for Filing Proofs of Claim or Interest Pursuant to 11 U.S.C. Section 501; Declaration of Richard A. Marshack In Support; Proof of Service</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks (Marshack, Richard) (Entered: 01/28/2011)
01/31/2011	<u>68</u> (7 pgs)	Objection (related document(s): <u>65</u> Declaration filed by Creditor Umpqua Bank) <i>Objection to Umpqua Bank's Declaration of Default and Proposed Order Terminating Automatic Stay; Declaration of Richard Parks; and Proof of Service</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks (Marshack, Richard) (Entered: 01/31/2011)

02/01/2011	<u>69</u> (5 pgs)	Order Granting Application to Employ Marshack & Hays LLC as Counsel (Related Doc # <u>23</u>) - Signed on 2/1/2011. (I, deputy clerk who is making this entry, certify that service on all parties under Section II was completed Ngo, Kim) (Entered: 02/01/2011)
02/10/2011	<u>70</u> (9 pgs)	Status report <i>Third Status Report; Proof of Service</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks (RE: related document(s) <u>2</u> Order (Generic)). (Liu, Charles) (Entered: 02/10/2011)
02/18/2011	<u>71</u> (2 pgs)	Status report <i>U.S. Trustee's Comments for Court's Status Hearing</i> Filed by U.S. Trustee United States Trustee (SA) (RE: related document(s) <u>2</u> Order (Generic)). (Hauser, Michael) (Entered: 02/18/2011)
02/18/2011	<u>72</u> (25 pgs)	Monthly Operating Report. Operating Report Number: Four (4). For the Month Ending 12/31/10 ; <i>and Proof of Service</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks. (Liu, Charles) (Entered: 02/18/2011)
02/18/2011	<u>73</u> (26 pgs)	Monthly Operating Report. Operating Report Number: Five (5). For the Month Ending 1/31/11 ; <i>and Proof of Service</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks. (Liu, Charles) (Entered: 02/18/2011)
02/18/2011	<u>74</u> (8 pgs)	Status report <i>Supplement to Third Status Report; and Proof of Service</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks (RE: related document(s) <u>2</u> Order (Generic)). (Marshack, Richard) (Entered: 02/18/2011)
02/22/2011	<u>75</u> (17 pgs)	Declaration re: <i>Entry of Order Withouth Hearing Pursuant to LBR 9013-1(o); and Proof of Service</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks (RE: related document(s) <u>67</u> Motion to Set Last Day to File Proofs of Claim <i>Notice of Motion and Motion by Debtors and Debtors in Possession to Establish a Bar Date for Filing Proofs of Claim or Interest Pursuant to 11 U.S.C. Section 501; Declaration of Richard A. Marshack In Su</i>). (Liu, Charles) (Entered: 02/22/2011)
02/23/2011	<u>76</u> (3 pgs)	Declaration re: <i>Response By American Security Bank To Debtors Supplement To Third Status Report</i> Filed by Creditor American Security Bank (RE: related document(s) <u>74</u> Status report). (Rhim, J) (Entered: 02/23/2011)
02/24/2011		Hearing (Bk Other) Continued (RE: related document(s) <u>1</u> VOLUNTARY PETITION (CHAPTER 11) filed by Richard Parks) Status Conference Hearing to be held on 05/26/2011 at 10:00 AM Ronald Reagan Federal Bldg 411 W Fourth St Crtrm 5B Santa Ana, CA 92701 for <u>1</u> , Deadline to file Plan and Disclosure Statement: 6/1/2011 - (cr: Dani) (Ngo, Kim) Modified on 2/24/2011 (Ngo, Kim). (Entered: 02/24/2011)
03/14/2011	<u>77</u> (6 pgs)	Order Establishing a Bar Date for Filing Proofs of Claim or Interest Pursuant to 11 U.S.C. Section 501. (Related Doc # <u>67</u>) Signed on 3/14/2011. (I, deputy clerk who is making this entry, certify that service on all parties under Section II was completed Steinberg, Elizabeth) (Entered: 03/14/2011)

03/14/2011	<u>78</u> (6 pgs)	Notice of Bar Date for Filing Proofs of Claim or Interest; with Proof of Service Filed by Joint Debtor Lucy Parks, Debtor Richard Parks. (Marshack, Richard) (Entered: 03/14/2011)
03/15/2011	<u>79</u> (4 pgs)	Proof of service <i>Re: Entered Order Establishing A Bar Date for Filing Proofs of Claim or Interest Pursuant to 11 U.S.C. Section 501</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks (RE: related document(s) <u>77</u> Order on Motion To Set Last Day to File Proofs of Claim). (Liu, Charles) (Entered: 03/15/2011)
03/15/2011	<u>80</u> (6 pgs)	Notice Amended Notice of Bar Date for Filing Proofs of Claim or Interest; with Proof of Service Filed by Joint Debtor Lucy Parks, Debtor Richard Parks. (Liu, Charles) (Entered: 03/15/2011)
03/21/2011	<u>81</u> (5 pgs)	Notice of Appearance and Request for Notice with Proof of Service Filed by Creditor Pittsburgh Glass Works, LLC . (Lyons, Maeve) CORRECTION: For filing date of 3/21/2011 in place of 3/22/2011. Modified on 3/23/2011 (Lyons, Maeve). (Entered: 03/23/2011)
03/28/2011	<u>82</u> (42 pgs)	Motion Debtors' Motion for Order Authorizing Lucy Parks To Enter Into Settlement Agreement and Payment of Guaranty; Memorandum of Points and Authorities and Declaration of Lucy Parks in Support Thereof; with Proof of Service [Hrg. 4/27/11 at 10:00 a.m., 5B] Filed by Joint Debtor Lucy Parks, Debtor Richard Parks (Marshack, Richard) (Entered: 03/28/2011)
03/28/2011	<u>83</u> (8 pgs)	Notice of motion/application <i>Notice of Debtors' Motion for Order Authorizing Lucy Parks to Enter Into Settlement Agreement and Payment of Guaranty; with Proof of Service</i> Filed by Joint Debtor Lucy Parks, Debtor Richard Parks (RE: related document(s) <u>82</u> Motion Debtors' Motion for Order Authorizing Lucy Parks To Enter Into Settlement Agreement and Payment of Guaranty; Memorandum of Points and Authorities and Declaration of Lucy Parks in Support Thereof; with Proof of Service [Hrg. 4/27/11 at 10:00 a.m., 5B] Filed by Joint Debtor Lucy Parks, Debtor Richard Parks). (Marshack, Richard) (Entered: 03/28/2011)
03/28/2011		Hearing Set (RE: related document(s) <u>82</u> Generic Motion filed by Debtor Richard Parks, Joint Debtor Lucy Parks) The Hearing date is set for 4/27/2011 at 10:00 AM at Crtrm 5B, 411 W Fourth St., Santa Ana, CA 92701. The case judge is Theodor Albert (Ngo, Kim) (Entered: 04/07/2011)
04/04/2011	<u>84</u> (6 pgs)	Scheduling Order after Chapter 11 Status Conference including 1) establishment of claims bar date; and 2) deadlines to file Plan and Disclosure Statement; Status Conference is continued to 5/26/2011 at 10:00 a.m. (Generic) (Related Doc # <u>1</u>) - Signed on 4/4/2011 (Ngo, Kim) (Entered: 04/04/2011)
04/05/2011	<u>85</u> (1 pg)	Request for courtesy Notice of Electronic Filing (NEF) Filed by Elmer D Martin III on behalf of Courtesy NEF. (Martin, Elmer) (Entered: 04/05/2011)
04/06/2011	<u>86</u> (7 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) <u>84</u> Order (Generic)) No. of Notices: 7. Service Date 04/06/2011. (Admin.) (Entered: 04/06/2011)