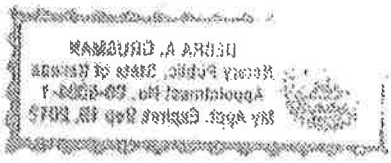

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EXHIBIT "A" LEGAL DESCRIPTION

Account #: 14560224
Order Date : 02/27/2009
Reference : 2009058162651O
Name : GEORGE R. EDWARDS
Deed Ref : 20020712928

Index #:

Parcel #: 163-24-111-021

SITUATED IN THE STATE OF NEVADA, COUNTY OF CLARK:

LOT NINETEEN (19) OF GLENVIEW WEST TOWNHOME, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 30 OF PLATS, PAGE 65, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

SUBJECT TO ALL EASEMENTS, COVENANTS, CONDITIONS, RESERVATIONS, LEASES AND RESTRICTIONS OF RECORD, ALL LEGAL HIGHWAYS, ALL RIGHTS OF WAY, ALL ZONING, BUILDING AND OTHER LAWS, ORDINANCES AND REGULATIONS, ALL RIGHTS OF TENANTS IN POSSESSION, AND ALL REAL ESTATE TAXES AND ASSESSMENTS NOT YET DUE AND PAYABLE.

BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED IN DOCUMENT NO. 20020712928, OF THE CLARK COUNTY, NEVADA RECORDS.

6612 3/19/2009 75536829/1

US60019

EXHIBIT 3

BOOK 1845

1304084

RETURN TO:
FIRST AMERICAN
TITLE

DECLARATIONS
OF COVENANTS, CONDITIONS AND RESTRICTIONS
GLENVIEW WEST TOWNHOMES

The Declarant, DIVERSIFIED PROPERTIES CORPORATION, a Nevada Corporation, is the owner of a certain subdivision and tract of land situated in the County of Clark, State of Nevada, and described as follows:

All that parcel of land described in a map entitled Glenview West Townhomes, a "Townhome Subdivision", which was filed for record in the office of the Clark County Recorder, State of Nevada on November 30, 1983, in Book 39 of Plats at Page 65 further described as document No. 1795823.

RECITALS:

1. Declarant is the owner of a certain tract of land situated in the County of Clark, State of Nevada, as described above.

2. Declarant has improved or intends to improve the property by constructing on the property, Townhome structures which have been or will be constructed substantially in accordance with plans approved by the County of Clark on December 5, 1983.

3. All of the real property, including all structures and other improvements thereon, is hereby defined and shall hereinafter be referred to as the "project".

4. Declarant hereby established, by this Declaration, a plan for individual ownership of the real property estates consisting of the area or space contained beneath each of the units in each structure and the adjoining land referred to as "Lot", and an undivided fractional interest ownership in Glenview West Townhomes Homeowners Association that being all the remaining portion of the project, which is hereinafter defined and referred to herein as the "common area".

DECLARATION:

Declarant, the fee owner of the real property described in the introduction above, hereby makes the following Declaration as to divisions, easements, rights, liens, charges, covenants, restrictions, limitations, conditions and uses to which the property may be put, hereby specifying that such Declaration shall constitute covenants to run with the land and shall be binding on Declarant, its successors and assigns, and all subsequent owners of all or any part of the project together with their grantees, successors, heirs, executors, administrators, devisees or assigns.

NOW THEREFORE, Declarant, desiring to establish a general plan for the improvement, development, use and enjoyment of the property described above hereby declares that the said property shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having or acquiring any right, title or interest in the said property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Glenview West Townhomes Association, a Nevada nonprofit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of equitable title (or legal title if equitable title has merged) in any Lot which is a part of the Properties, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" or "Development" or "Premises" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association and become subject to this Declaration.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows: All properties within the boundaries of the Plat except Lots 1 through 50 and that Property dedicated to any governmental entity. Additional property may hereafter be brought within the jurisdiction of the Association and designated a "Common Area".

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Diversified Properties Corporation, a Nevada Corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Unit" shall mean and refer to a residential living unit constructed upon a separately designated Lot, without limiting or restricting the definition of Lot referred to in Section 5 above, which also may include any improvements on a Lot.

Section 8. "Mortgage" shall mean a realty mortgage and include deeds of trust, "Mortgagee" includes a beneficiary under a deed of trust; "Mortgagor" includes a trustor under a deed of trust; and "foreclosure" includes a trustee's sale proceeding pursuant to a deed of trust.

ARTICLE I

USE RESTRICTIONS

Section 1. Residential Use. All of the Lots in the Development shall be known and described as, and limited in use to, residential purposes. No improvements or construction whatever, other than a private dwelling and appurtenant uses, may be erected or maintained on any of the lots unless specifically authorized, in writing, by the Board pursuant to Article X below.

Section 2. Construction. All units and structures on the Lots shall be of new construction and no buildings or structures shall be moved from any other location onto any of the Lots.

Section 3. Temporary Structures. No structures of a temporary character shall be permitted on the Premises, and no trailers (except those permitted to be parked pursuant to Section 8 of this Article), and no tents, shacks or barns shall be permitted on the Premises, either temporarily or permanently.

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Section 4. Business or Offensive Activities. No noxious or offensive activity may be carried on or permitted on any part of the Properties, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood; nor shall any part of the Premises be used for business, professional, commercial, rest home (including but not limited to care or treatment of the physically or mentally sick or disabled), religious or institutional purposes. This section does not apply to the activities of the Association in furtherance of its powers and purposes as set forth in this Declaration.

Section 5. Signs. No sign of any nature whatsoever shall be displayed or placed upon any Lot or on the outside of any Unit. No "For Sale" or "For Rent" signs of any nature whatsoever shall be permitted on any part of the Premises, and no other signs shall be permitted on any of the Common Areas without the prior written consent of the Board.

Section 6. Outside Lighting. Except as may be initially installed by Declarant, no spotlights, floodlights or similar type high intensity lighting shall be place or utilized upon any Lot which in any way will allow light to be reflected on any other Lot or the improvements thereon or upon the Common Area or any part thereof without the written authorization of the Board. Other types of low intensity lighting which do not disturb the Owners or other occupants of the Properties shall be allowed.

Section 7. Animals, Pets. Only two dogs, two cats, a dog and a cat or two other small household pets may be kept on a Lot without Board approval, provided that such household pets are not kept, bred or maintained for any commercial purposes. Two small birds may also be kept in addition to the foregoing animals provided such birds are caged and do not disturb neighboring Lots. All additional small household pets are prohibited unless approved by the Board. Except as stated above, no other animals or birds of any kind shall be raised, bred or kept on the Premises or any part thereof without the written consent of the Board first obtained. Pets shall not be allowed loose or unsupervised on any part of the Properties and walking of pets shall be allowed only on such portions of the Properties as the Board may prescribe by its rules and regulations.

Section 8. Trucks, Boats, Cycles, Campers. Residents are permitted to park only passenger cars, station wagons, small trucks, motorcycles, small vans, boats, small trailers and campers on their own private parking area. No portion of any vehicle will be allowed to project into the commonly owned streets or driveways. Visitors are permitted to either temporarily park in the common area parking spaces, or on the private parking areas of the resident being visited. Except in an emergency or as may be necessary for the performance of authorized repair or maintenance of common areas, no vehicle or equipment shall be kept or parked in the streets, driveways, or on any other common area property unless specific written permission is given by the Board. No vehicle or equipment shall be stored either permanently or temporarily on the Development, whether on blocks or otherwise, which is inoperable and/or in a state of disrepair, or which is in various stages of construction, repair, reconstruction, modification, or rebuilding with respect to the vehicle or any part thereof, including without limitation, engines, frames, bodies, and other parts and accessories. If the Board determines that any vehicle (including but not limited to a motorbike or motorcycle) is creating loud or annoying noises by virtue of its operation within the Properties, such determination shall be conclusive and final that the operation of such vehicle is a nuisance and said operation, upon notice by the Board to the owner or operator thereof, shall be prohibited within the Properties. Subject to the above restrictions, all vehicles must be operated in the Development by licensed operators.

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Section 9. Windows and Awnings. No reflective materials, including but not limited to, aluminum foil, reflective screens or glass, mirrors or similar type items shall be permitted to be installed or placed on the outside or inside of any windows or any other part of a lot which can be seen from the outside of the Development or from other portions of the Development. Further, no metal or rigid plastic awnings of any nature whatsoever shall be permitted to be placed or installed on or attached to the outside of any of the Units, or elsewhere on a Lot, except those initially installed by Declarant, or approved by the Board.

Section 10. Screening Areas, Fencing. All screening areas and fences, hedges or walls shall be maintained upon the Premises in accordance with their original construction or installation, except as otherwise approved in accordance with Article X.

Section 11. Trash, Unsightly Items. All clotheslines equipment, service areas, woodpiles, storage piles and storage areas shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring property and streets. Garbage cans shall be maintained in a neat, clean and sanitary condition in the areas therefor along the back fence line of the Owners Lot. Rubbish, trash and garbage shall not be burned on or allowed to accumulate on any Lot or on the Premises. No incinerators shall be permitted on the Premises or any part thereof.

Section 12. Underground Utilities. All electric, power, telephone, water and other service and utility lines, pipes and/or other structures and media for transmission thereof shall be placed and maintained underground except above-ground service pedestals and switch cabinets, and except to the extent (if any) such underground placement may be prohibited by law, and except for such above-ground structures and/or media for transmission as may be originally constructed by Declarant or as may be otherwise approved in writing by the Board.

Section 13. Noisy Equipment. Except for emergencies, no equipment which emanates disturbing sounds or loud noises, including but not limited to, lawn mowers, power hedge clippers, power chain saws and other similarly noisy equipment, shall be operated in any part of the Properties on Sundays or National Holidays.

Section 14. Antennas. No radio, television and other antennas of any kind or nature shall be placed and maintained upon any Lot or the Premises or any part thereof (or the improvements located thereon) unless approved in writing by the Board.

Section 15. Renting. No portion of any Lot may be rented, except to a single person or single family. The restriction set forth in this Section 15 shall apply only to rental of Lots and shall not be deemed to restrict or limit the manner in which any Lot is purchased or owned or the number or relationship of the person purchasing or owning any Lot.

Section 16. Subdividing. None of the Lots shall be resubdivided into smaller Lots or conveyed or encumbered in less than the full original dimensions as shown on the Plat of this Development.

Section 17. Walls. The walls of any building or improvements and fences constructed on any Lot shall not exceed the height of the original construction unless approved in writing by the Board. Setback lines shall be maintained in accordance with the original construction on each Lot unless otherwise permitted by written approval of the Board.

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Section 14. Declarant Exempt. Notwithstanding anything contained herein to the contrary or otherwise, none of the use restrictions contained in this Article II nor any other restriction contained in this Declaration shall be construed or deemed to limit or prohibit any act of Declarant, or its employees, agents and subcontractors or parties designated by it in connection with the construction, completion, sale or leasing of the Units and Lots.

ARTICLE III

PROPERTY RIGHTS

Section 1. Owners Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot. It is expressly acknowledged and agreed by all parties concerned that this Section is for the mutual benefit of all Owners of the Lots and is necessary for the protection of all Owners. Such easement of enjoyment is, however, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.

(b) the right of the Association to suspend the voting rights and right to use the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication signed by two-thirds (2/3) of each class of members has been recorded.

(d) the right of the Association to establish uniform rules and regulations pertaining to the use of the Common Area.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with this Declaration, the Articles of Incorporation, the Bylaws, and the rules and regulations of the Board, his right to enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE IV

EASEMENTS

Section 1. Blanket Easement for Utilities. There is hereby created a blanket easement upon, across, over and under the Properties for ingress, egress, installation, replacing, repairing and maintaining all utilities including but not limited to water, sewers, telephones, cable television and electricity. By virtue of said easement, its shall be expressly permissible for the providing utility company to erect and maintain the necessary facilities and equipment on the Properties and to affix and maintain wires, circuits, conduits and related facilities and equipment on, above, across and under the roofs and exterior

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walls of the Units. Notwithstanding anything to the contrary contained in this Section, no easements shall be created nor shall any sewers, electrical lines, water lines, or other facilities for utilities be installed or relocated on the Properties except as initially created, programmed and approved by Declarant or thereafter created or approved by Declarant or the Association. This provision shall in no way affect any other recorded easements on the Properties. Notwithstanding anything herein to the contrary, individual utilities serving a Unit shall not pass over, under, or through another Unit.

Section 2. Common Area Easements. There is hereby created a blanket easement upon and across the Common Areas and that Lot area in front of each unit in favor of (1) each Lot Owner and his guests and invitees for the purpose of providing ingress and egress to the Lot owned by said Owner, (2) the Association and its invitees, employees or independent contractors for the purpose of providing landscaping or other maintenance to the Common Areas, and (3) the Declarant and its invitees, employees or independent contractors for the purpose of providing landscaping or other maintenance to the Common Areas, and for any activities related to the promotion and sale of any of the Lots or any lots within the expansion areas referred to in Article XI hereof.

Section 3. Rights of Association and Declarant. There is hereby created a blanket easement upon, across, over and under the Lots in favor of the Declarant and the Association, their respective invitees, employees or independent contractors for the purpose of maintaining or replacing any improvements upon such Lots to the extent the Declarant and/or the Association have the authority under this instrument to undertake such maintenance for replacement.

Section 4. Encroachments. Each Lot, Unit and the Common Areas shall be subject to an easement for encroachments, including but not limited to encroachments of balconies, ledges, roofs, walls fences and trellises, created by construction, settling and overhangs, as designed or constructed by Declarant or its nominee. A valid easement for said encroachments and for the maintenance of same, so long as they stand, shall and does exist. In the event of any Unit or any structure is partially or totally destroyed and then rebuilt, the Owners of Units agree that similar encroachments of parts of the adjacent Units or Common Areas due to construction, settling and overhangs shall be permitted and that a valid easement for said encroachments and the maintenance thereof shall exist.

Section 5. Interference. Except as may be constructed by Declarant or its nominee or as specifically allowed by this Declaration and the Plat, no building or other structures shall be placed or erected on any easements nor interference made with the free use thereof for the purposes intended.

ARTICLE V

ASSOCIATION, MEMBERSHIP AND VOTING RIGHTS

Section 1. Purpose. The Association shall be a nonprofit corporation organized under and by virtue of the laws of the State of Nevada for the general welfare and benefit of the Property Owners and the Development. The Association through its Members and Board, shall take the appropriate action to manage and maintain, repair, replace and improve the Common Areas together with improvements located thereon, to perform related activities, and to perform all other functions and duties assigned to the Association by this Declaration, all in accordance with this Declaration and with the Articles of Incorporation and Bylaws.

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Section 2. Membership. Membership in the Association shall be limited to the Owners of Lots as hereinabove defined, and such membership shall be subject to all the provisions of this Declaration and to the Association's Articles of Incorporation and Bylaws, as the same may be amended from time to time. An Owner of a Lot shall automatically, upon becoming the Owner of a Lot, be a Member of the Association. An Owner shall remain a Member of the Association until such time as his ownership for any reason ceases, at which time his membership in the Association automatically shall cease. Ownership of a Lot shall be the sole qualification and criterion for membership. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. A membership in the Association shall not be transferred, pledged or alienated in any way except by the sale of such Lot and then only to such purchaser who shall automatically become a member of the Association after such conveyance, or by intestate succession, testamentary disposition, foreclosure of a Mortgage of record or other legal process. Any attempt to make prohibited transfer is void and will not be reflected upon the books and records of the Association. At the discretion of the Board, no certification of membership need be issued, and if certificates are not issued, membership shall be evidenced by an official list of Members kept by the Secretary of the Association.

Section 3. Voting Rights. The Association shall have two (2) classes of voting memberships:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. In the event any such Lot is owned by two (2) or more persons, the membership as to such Lot shall be joint, and a single membership for such Lot shall belong to all Owners, and they shall designate to the Association in writing one of their number who shall have the power to vote said membership, and in the absence of such designation, and until such designation is made, the Board shall make such designation.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lein and Personal Obligation Of Assessments.

The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

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Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the general benefit, recreation, health, safety and welfare of the residents in the Properties. Such purposes shall include, but shall not be limited to, and the Association's rights and powers shall include (in addition to the rights and powers set forth in this Declaration and in the Association's Articles of Incorporation and Bylaws) provision for the improvement, construction, repair, maintenance, care, upkeep and management of the Common Areas and the improvements and facilities thereon; and further, shall include the payment of any taxes and assessments, if any, which may be assessed against and levied upon any property owned by the Association, and all premiums for hazard and public liability insurance, together with all other costs and expenses related to the management and maintenance of the Common Areas and Unit exteriors.

Section 3. Basis Of Assessments. The Board, subject to the provisions of this Article, shall determine and establish a budget and make assessments upon the Owners of Lots on the basis of costs and expenses incurred or estimated to be incurred by the Association. The Owner of each lot for said Owner and for said Owner's heirs, executors, administrators, personal representatives, successors and assigns, covenants and agrees that each Lot shall be subject to an assessment in an amount to be determined, which amount shall be the said Lot's pro rata share of the following:

(a) The actual cost to the Association of all taxes and improvement assessments (if any), water, utilities, insurance, repairs, construction, replacement and maintenance of Common Areas and the improvements and facilities located thereon, and Unit exteriors, and shall include but not be limited to charges in connection with the sprinkler systems, street paving, pathways, security guard service (if any), sewer lines, utility expense related to Lots served by joint meters, and other services benefiting the Owners, and all other charges necessary or appropriate to carry out the purposes of the Association as set forth in this Declaration, the Articles of Incorporation and Bylaws of the Association, and its rules and regulations; and

(b) Such sums as the Board shall determine to be fair and prudent for the establishment and maintenance of a reserve for repair, maintenance, taxes, insurance, management and administrative costs and other charges as specified herein.

Section 4. Maximum Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Six Hundred Dollars ($600.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the preceding month of July.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above that established by the Consumer Price Index formula by a vote of members for the next succeeding one year and at the end of each such period of one year, for each succeeding period of one year, provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in

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EDWARD APPENDIX 982

person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6. Notice and Quorum For Any Action Authorized Under Section 4 and 5. Written notice of any meetings called for the purpose of taking any action authorized under Section 4 and 5 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Uniform Rate of Assessment. Except as provided in Section 12 below, both annual and special assessments must be fixed at an uniform rate for all Lots and may be collected on a monthly basis.

Section 8. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 9. Individual Assessment For Restoration of Owner's Lot.

(a) In the event the Owner of a Lot fails to maintain his Lot (including the yard, patio and landscaping thereon as required pursuant to Article VII, Section 2, but excluding those obligations of the Association pursuant to Article VII, Section 1, hereof) in a first-class, neat and clean condition, and generally in a manner satisfactory to the Board, the

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Association or the Board, through its agents, employees and/or independent contractors, shall have the right, and each Owner expressly grants and assigns the Association the right (subject to prior notice as hereinbelow set forth) to enter upon such Owner's Lot and repair, maintain, rehabilitate and restore the Lot, yard, patio, and exterior of any and all buildings and/or other structures located thereon to the condition deemed satisfactory to the Board, or to remove structures therefrom which are, in the opinion of the Board or the Association, in such a state of disrepair or such a condition as to be objectionable to surrounding Lot Owners. The cost thereof shall be charged against and collected from the Owner of the Lot, the amount thereof to be paid by the Owner within thirty (30) days from the date of the invoice sent to the Owner, and said amount further shall be secured by and subject to all provisions regarding the assessment lien as provided in this Article.

(b) Prior to exercising the aforesaid right of restoration, the Board shall give written notice to the Owner of said Lot specifying the necessary repairs, maintenance, rehabilitation or restoration to be undertaken, and granting the Owner thirty (30) days to accomplish the same. If at the end of said period, the work required to be performed has not been completed (or has been completed in a manner unsatisfactory to the Board), or if, in the opinion of the Board, sufficient action has not been taken to effect same, then the Association or the Board shall have the right, as above set forth, to make such repairs, maintenance, rehabilitation or restoration.

(c) Nothing herein contained shall be construed as granting to the Association or the Board any right to enter into or inside of any building or buildings located on a Lot without the consent of the Owner thereof.

Section 10. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 11. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve said Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 12. Assessment for Declarant's Lots. Notwithstanding anything herein to the contrary, the Declarant shall be responsible for and shall pay only twenty-five percent (25%) of any annual assessment for any Lot owned by Declarant until such time as the Unit thereon is occupied. After such time as the Unit on such Lot is occupied, the Declarant shall be responsible for and pay all of any annual assessments for any Lot owned by Declarant.

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ARTICLE VII

MAINTENANCE

Section 1. Rights and Obligations of Association. The Board, acting for and on behalf of the Association, shall have the obligation to maintain, repair and replace the Common Areas (except any portion now or hereafter maintained by any governmental agency with jurisdiction over said portion or any portion maintained by an Owner pursuant to Article VIII below), and all landscaping, recreational facilities and other improvements located thereon, including, without limitation, sewer lines in accordance with the terms and conditions hereof. Without limiting the generality of the foregoing, the Association shall have the right at any and all times to promulgate reasonable rules and regulations concerning the landscaping, color scheme and other related matters affecting the outside appearance of the Development as a whole, and the individual Unit Owners shall be bound thereby. The powers, rights and duties of the Association and Board shall be as contained in this Declaration, and as may be adopted in its Articles of Incorporation and Bylaws not inconsistent herewith.

In addition to maintenance of the Common Areas, the Board, acting for and on behalf of the Association, shall provide exterior maintenance of each Lot which is subject to assessment as follows: paint, repair, replacement and care of roofs, exterior building surfaces, walks and other exterior improvements. Such exterior maintenance shall not include patios, glass surfaces, landscaping on the Lot, fences along the Lot lines or private parking areas.

In the event that the need for maintenance or repair of a Lot or the improvements thereon is caused through the willful or negligent acts of its Owner, or through the willful or negligent acts of the family, guests or invitees of the Owner of the Lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become a part of the assessment to which such Lot is subject.

Section 2. Rights and Obligations of Owners. Except for those items for which the duty to maintain or repair is imposed on the Association in accordance with Section 1 of this Article, all fixtures and equipment (including heating and air conditioning units) installed within or on a Unit or a Lot, including but not limited to, patios, all windows which are a part of any Unit, fences along Lot lines, private parking areas, and all landscaping on the Lot, shall be maintained and kept in repair by the Owner thereof at his sole cost and expense except that the Association shall have the right to undertake the care and maintenance of all or any portion of the Lots and to promulgate reasonable rules and regulations as aforesaid, and the Association shall have the right at any time to maintain and repair utility lines, pipes, wires, conduits or similar systems or facilities up to the point where they enter the exterior walls of a Unit. Each Owner shall be responsible for maintenance and repair of all yard areas, patios and private parking areas located upon his Lot, and all landscaping thereon. Termite control shall be the responsibility of the Owner. An Owner shall do no act nor any work that will impair the structural soundness or integrity of the Development or impair any easement, nor do any act nor allow any condition to exist which will adversely affect the other Units or their Owners.

Section 3. Insurance. The Board shall have the authority to and shall obtain insurance for the entire Development, including each of the Units, against loss or damage by fire, hazards covered by a standard extended coverage endorsement, and such other hazards covered by a standard extended coverage endorsement, and such other hazards as are customarily insured

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against in the Las Vegas, Nevada area. Such insurance shall be in an amount sufficient to provide full replacement of any damage in an amount not less than one hundred percent (100%) of the full insurable value of the Common Area and the Units, as determined at least once each year by the Board. Such insurance coverage shall be written in the name of and the proceeds thereof shall be payable to, the Association, as Trustee for and for the use and benefit of the individual Unit Owners in their respective percentages of ownership interest in the Common Area, and to the holders of mortgages or the beneficiaries of deeds of trust covering each of the Units, as their interests may appear. Such policy of insurance shall, if possible, contain a waiver of subrogation rights by the insurer against individual Owners.

The Board shall also obtain comprehensive public liability policy covering any liability of the Association or the Development and, if available, coverage of liability of Owners of the Units on their respective private parking areas. Such insurance policies shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit Owner. The scope of coverage shall be in the kinds and amounts as the Board may determine. Coverage shall be for not less than One Million and No/100 Dollars ($1,000,000.00) per occurrence, for personal injury and/or property damage.

Premiums for all of the above-referenced insurance shall be common expenses and assessed against each Owner as provided herein. Each Owner shall be responsible for his own insurance on the personal property contents of his Unit, any additions, decorating or fixtures or other improvements placed therein or stored elsewhere on the Property. Each Unit Owner shall further be responsible to provide his own personal liability coverage to the extent not covered by the liability insurance to be provided by the Board as set forth above.

ARTICLE VIII

SWIMMING POOL

Section 1. Swimming Pool. The swimming pool, if any, shall be deemed to be part of the Common Area and be administered by the Association. All powers of the Association as granted by the Covenants, Conditions and Restrictions to other areas of the Common Area shall also apply to the swimming pool. In addition, the Association may promulgate any reasonable rules concerning the operation of the pool including but not limited to: opening and closing dates of the pool, times of operation, conduct within the pool area, heating and maintenance of the pool. Nothing contained herein shall conflict with the authority of the Health Department of Clark County, Nevada in respect to its enforcement of its rules regarding the operation of public swimming pools.

ARTICLE IX

PARTY WALLS AND FENCES

Section 1. General Rules of Law to Apply. Each wall or fence which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a "party wall," for the purposes hereof, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

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Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, if the owner a party wall is damaged or destroyed as a result of the negligent or willful act or omission by an adjoining Owner, his agents, tenants, licensees, guests or family, then in such event, such Owner shall bear the whole cost of rebuilding and/or repairing such party wall.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Extension or Alteration. In addition to meeting the other requirements of these restrictive covenants and of any building code or similiar regulations or ordinances, any Owner proposing to modify, make additions to or rebuild his Unit in any manner which requires the extension or other alteration of any party wall shall first obtain the written consent of the adjoining Owner, and approval of the Board, and approval of the Building Department of the City of Las Vegas, and/or Clark County Nevada together with necessary building permits.

Section 7. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each Owner shall choose an arbitrator, and such arbitrators shall choose an additional arbitrator, or if the two arbitrators cannot agree as to the selection of the third arbitrator within five (5) days, then any Judge of the Superior Court of Clark County, Nevada shall choose the additional arbitrator. A determination of the matter signed by any two (2) of the three (3) arbitrators shall be binding upon the Owners, who shall share the cost of the arbitration equally. In the event one Owner fails to choose an arbitrator within the (10) days after receipt of a request in writing for arbitration from the other Owner, then said other Owner shall have the right and power to choose both arbitrators.

Section 8. Covenants Binding. These covenants shall be binding upon the heirs and assigns of any Owners, but no person shall be liable for any act or omission respecting any party wall except as took place while an Owner.

ARTICLE X

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon any lot, nor shall any exterior addition to or change or alteration herein be made until the plans and specifications showing the nature, kind, shape, height, colors, materials and locations of same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an

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architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with, provided that the building, structure or other improvement to be built or placed on the Properties shall be governed by all of the Restrictions in this Declaration. The initial landscaping that is provided or approved by the Board shall not be altered or changed (except for similar replacements and rehabilitation) without the prior approval of the Board. Notwithstanding the foregoing, the Restrictions and controls set forth in this Section shall not be applicable to Declarant with respect to any original construction or landscaping undertaken by Declarant within the Properties.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, the Declarant or any Owner shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. In the event any such person employs an attorney or attorneys to enforce compliance with or specific performance of the terms and conditions of this Declaration, and prevails in such action, the Owner or Owners against whom the action is brought shall pay all attorney's fees and costs incurred in conjunction with such action. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The foregoing shall apply regardless of whether any person affected thereby (or having the right to enforce these Restrictions) had knowledge of the breach or violation.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall be binding upon each Owner and his heirs, executors, administrators, successors and assigns and all other persons claiming an interest in and to the Properties, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded in the office of the County Recorder of Clark County, Nevada.

Section 4. Construction and Interpretation of Declaration. Except for judicial construction, the Association shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Association's construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all persons and Properties benefited or bound by these Restrictions.

Section 5. Gender. Whenever the context of this Declaration so requires, words used in masculine gender shall include the feminine and neuter genders, words used in the neuter gender shall include the masculine and feminine genders, words in the singular shall include the plural, and words in the plural shall include the singular.

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Section 6. Captions, Titles and Headings. All captions, titles and headings of the Articles and Sections of this Declaration are for the purpose of reference and convenience only and are not to be deemed to limit, modify or otherwise affect any of the provisions hereof, or to be used in determining the intent or contents hereof.

Section 7. Jurisdiction. All Owners agree that any matter arising under this Declaration may be finally adjudged or determined in any court of courts of the State of Nevada, and such Owners hereby submit generally and unconditionally to the jurisdiction of such courts and of any of them in respect to any such matter; provided, however, as to those matters to be submitted to arbitration pursuant to any provision hereof, such arbitration provisions shall be controlling and prevail.

Section 8. Annexation.

(a) Additional residential property and common area may be annexed to the properties with the consent of two-thirds (2/3) of each class of members.

(b) Additional land within the area described in Deed Book _____ Page _____ of the land records of Clark County Nevada may be annexed by the Declarant without the consent of Members within Five (5) years of the date of this instrument provided that the FHA and/or VA determine that the annexation is in accord with the general plan heretofore approved by them.

Section 9. FHA/VA Approval. As long as there is a Class B membership and provided the FHA and/or VA have approved the development for FHA and/or VA loans, the following actions will require the prior approval of the Federal Housing Administration and/or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 8th day of December, 1983

DIVERSIFIED PROPERTIES CORPORATION,
a Nevada Corporation, Declarant

By Park K. Hawes
PARK K. HAWES
Its President

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

The foregoing instrument was acknowledged before me this 8th day of December, 1983 by Park K. Hawes the President of DIVERSIFIED PROPERTIES CORPORATION, a Nevada Corporation, on behalf of the Corporation.

NOTARY PUBLIC

My commission expires:

March 10, 1984

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EXHIBIT 4

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

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

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

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

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

3. That on the 14th day October, 2015, Affiant was served with a Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in connection with the case entitled *U.S. BANK NATIONAL ASSOCIATION ND v, GEORGE R. EDWARDS, et al.* (case no. A-12-667690-C), calling for the production of records pertaining to:

1. Copies of any and all documents in your possession concerning or relating to the real property commonly known as 4254 Rollingstone Drive, Las Vegas, NV 89103 (APN #163-24-111-021) (the "Property") from January 1, 2011 to present.

2. Copies of any and all documents in your possession concerning or relating to the foreclosure sale of the Property conducted by you on behalf of Glenview West Townhomes Association, which occurred on or about January 25, 2012.

3. Copies of any and all documents in your possession concerning or relating to any and all notices of delinquent assessment lien prepared, recorded, or mailed by you on the behalf of Glenview West Townhomes Association concerning the Property from January 1, 2011, to the present. This includes but is not limited to books, records, and

other tangible things which demonstrate an accounting of the purported unpaid debt on the Property from January 1, 2011 to present, including the nature of the assessments, fines, and penalties which make up this amount.

4. Copies of any and all documents in your possession concerning or relating to any and all notices of default prepared, recorded, or mailed by you on the behalf of Glenview West Townhomes Association, concerning the Property from January 1, 2011, to the present. This includes but is not limited to books, records, and other tangible things which demonstrate nan accounting of the purported unpaid debt on the Property from January 1, 2011 to present, including the nature of the assessments, fines, and penalties which make up the amount purportedly in default.

5. Copies of any and all documents in your possession concerning or relating to any and all notices of sale prepared, recorded, or mailed by you on the behalf of Glenview West Townhomes Association concerning the Property from January 1, 2011, to the present. This includes but is not limited to books, records, and other tangible things which demonstrate an accounting of the purported unpaid debt on the Property from January 1, 2011 to present, including the nature of the assessments, fines, and penalties which make up the amount

6. Copies of any and all documents evidencing correspondence between you and Glenview West Townhomes Association, concerning the Property from January 1, 2011, to the present. This includes but is not limited to letters, emails, and transcribed telephone calls.

7. Copies of any and all documents evidencing your compliance with preparing and adopting a periodic budget pursuant to NRS 116.3115 from January 1, 2011, to

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the present.

8. Copies of any and all documents evidencing your compliance with preparing and adopting a periodic budget pursuant to NRS 116.31151 from January 1, 2011, to the present.

9. Copies of any and all documents evidencing correspondence between you and any mortgage lender or servicer concerning the Property from January 1, 2011, to the present. This includes but is not limited to letters, emails, and transcribed telephone calls.

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

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

FURTHER AFFIANT SAYETH NAUGHT.

DAVID ALESSI, ESQ.,
Affiant

SUBSCRIBED AND SWORN before me
this 9th day of November, 2015.

NOTARY PUBLIC
HEIDI A. HAGEN
STATE OF NEVADA - COUNTY OF CLARK
MY APPOINTMENT EXP. MAY 17, 2017
No: 13-10828-1

Notary Public, in and for said
County and State.

EXHIBIT 5

DAVID ALESSI*
THOMAS BAYARD *
ROBERT XOENIG**
RYAN KERBOW***
* Admitted to the California Bar
** Admitted to the California, Nevada and Colorado Bars
*** Admitted to the Nevada and California Bar

ALESSI KOENIG
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Las Vegas, Nevada 89147
Telephone: 702-222-4033
Facsimile: 702-222-4043
www.alessikoenig.com

ADDITIONAL OFFICES
AGOURA HILLS, CA
PHONE: 818- 735-9600
RENO NV
PHONE: 775-626-2323
&
DIAMOND BAR CA
PHONE: 909-861-8300

November 3, 2010

NOTICE OF INTENT TO LIEN
VIA REGULAR AND CERTIFIED MAIL

EDWARDS GEORGE R TRUST
4254 ROLLINGSTONE DR
LAS VEGAS, NV 89103

Re: **Glenview West Townhomes Association/4254 ROLLINGSTONE DR/HO #24230**

Dear EDWARDS GEORGE R TRUST :

Our office has been retained by **Glenview West Townhomes Association** to collect the past due assessment balance on your account. The total amount due by **December 3, 2010 is $1,855.00.** Any statements or invoices you receive from **Glenview West Townhomes Association,** or its managing agent, will not reflect the total amount due. **Payment must be in the form of a cashiers check or money order, made payable to the Alessi & Koenig at the above listed NEVADA address.**

Unless you, within thirty days after receipt of this notice, dispute the validity of this debt, or any portion thereof, our office will assume the debt is valid. If you notify our office in writing within the thirty-day period that the debt, or any portion thereof, is disputed, we will obtain verification of the debt and a copy of such verification will be mailed to you. Upon receipt of your written request within the thirty-day period, we will provide you with the name and address of the original creditor, if different from the current creditor. Please be advised that you have the right to inspect the association records. Please note the law does not require me to wait until the end of the thirty-day period before proceeding to the next step in the collection process.

address of the original creditor within the thirty-day period

me to suspend my efforts to collect the debt until I mail the

In the event Alessi & Koenig, LLC does not receive **$1,855.00 by December 8, 2010,** a Notice of Delinquent As County Recorder; resulting in additional fees and costs. Sh ownership of your property.

Very tru

ALESSI & K
Mary Indaleeio,

Please be advised that Alessi & Koenig, LLC is a debt collector that is attempting

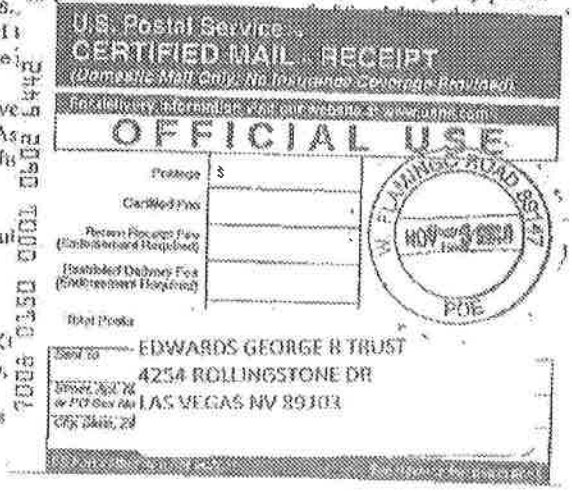

EXHIBIT 6

#24230

Unitard

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GLENVIEW WEST TOWNHOMES ASSN.
FINANCIAL TRANSACTIONS - 10/06/10

4254 ROLLING STONE
GEORGE EDWARDS

Unit ID: 4254
STATUS:

TXN BALANCE DATE	PAYMENTS/TRXN DESCR PAYMT AMT	CHECK #	DEP DT	CHARGES/PAYMENT DISTR CODE	N/A	DESCRIPTION	AMOUNT	DUE
042205 (131.00)	131.00	5067	042205	PP		Credit-Prepaid	(131.00)	
113006 (252.00)	121.00	INIT CREDIT BAL		PP		Credit-Prepaid	(121.00)	
120106 (131.00)		APPLY CHARGES		A1		ASSESSMENT	121.00	
120106 (131.00)		APPLY PREPAYMNT		A1		ASSESSMENT	(121.00)	
121106 (252.00)	121.00	5048	121106	PP		Credit-Prepaid	(121.00)	
010107 (131.00)		APPLY CHARGES		A1		ASSESSMENT	121.00	
020107 (10.00)		APPLY CHARGES		A1		ASSESSMENT	121.00	
020107 (10.00)		APPLY PREPAYMNT		A1		ASSESSMENT	(121.00)	
022007 (141.00)	131.00	5052	022007	A1		ASSESSMENT	(121.00)	
022007				PP		Credit-Prepaid	(10.00)	
030107 (20.00)		APPLY CHARGES		A1		ASSESSMENT	121.00	
030107 (20.00)		APPLY PREPAYMNT		A1		ASSESSMENT	(10.00)	
031307 (151.00)	131.00	5053	031307	A1		ASSESSMENT	(111.00)	
031307				PP		Credit-Prepaid	(20.00)	
032807 (282.00)	131.00	54	032807	PP		Credit-Prepaid	(131.00)	
040107 (161.00)		APPLY CHARGES		A1		ASSESSMENT	121.00	
040107 (161.00)		APPLY PREPAYMNT		A1		ASSESSMENT	(121.00)	
050107 (40.00)		APPLY CHARGES		A1		ASSESSMENT	121.00	
050107 (40.00)		APPLY PREPAYMNT		A1		ASSESSMENT	(121.00)	
050207 (171.00)	131.00	5055	050207	PP		Credit-Prepaid	(131.00)	
051807 (302.00)	131.00	5056	051807	PP		Credit-Prepaid	(131.00)	
060107		APPLY CHARGES		A1		ASSESSMENT	121.00	

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(181.00)						
060107		APPLY PREPAYMNT		A1	ASSESSMENT	(121.00)
(181.00)						
070107		APPLY CHARGES		A1	ASSESSMENT	121.00
(60.00)						
070107		APPLY PREPAYMNT		A1	ASSESSMENT	(121.00)
(60.00)						
070607	131.00	5057	070607	PP	Credit-Prepaid	(131.00)
(191.00)						
072507	131.00	5058	072507	PP	Credit-Prepaid	(131.00)
(322.00)						
080107		APPLY CHARGES		A1	ASSESSMENT	121.00
(201.00)						
080107		APPLY PREPAYMNT		A1	ASSESSMENT	(121.00)
(201.00)						
081707	131.00	59	081707	PP	Credit-Prepaid	(131.00)
(332.00)						
090107		APPLY CHARGES		A1	ASSESSMENT	121.00
(211.00)						
090107		APPLY PREPAYMNT		A1	ASSESSMENT	(121.00)
(211.00)						
100107		APPLY CHARGES		A1	ASSESSMENT	121.00
(90.00)						
100407	131.00	5060	100407	PP	Credit-Prepaid	(131.00)
(221.00)						
100407	131.00	5060	100407	PP	Credit-Prepaid	(131.00)
(352.00)						
110107		APPLY CHARGES		A1	ASSESSMENT	121.00
(231.00)						
120107		APPLY CHARGES		A1	ASSESSMENT	121.00
(110.00)						
122007	262.00	61-62	122007	PP	Credit-Prepaid	(262.00)
(372.00)						
010108		APPLY CHARGES		A1	ASSESSMENT	121.00
(251.00)						
012308	131.00	0000005063	012308	PP	Credit-Prepaid	(131.00)
(382.00)						
012308	131.00	5064	012308	PP	Credit-Prepaid	(131.00)
(513.00)						
020108		APPLY CHARGES		A1	ASSESSMENT	121.00
(392.00)						
020108		APPLY PREPAYMNT		A1	ASSESSMENT	(605.00)
(392.00)						
022008	131.00	50065	022008	PP	Credit-Prepaid	(131.00)
(523.00)						
030108		APPLY CHARGES		A1	ASSESSMENT	121.00
(402.00)						
030108		APPLY PREPAYMNT		A1	ASSESSMENT	(121.00)
(402.00)						
040108		APPLY CHARGES		A1	ASSESSMENT	121.00
(281.00)						
040108		APPLY PREPAYMNT		A1	ASSESSMENT	(121.00)
(281.00)						

050108			APPLY CHARGES	A1	ASSESSMENT	121.00
(160.00)						
050108			APPLY PREPAYMNT	A1	ASSESSMENT	(121.00)
(160.00)						
050608	131.00	68	050608	PP	Credit-Prepaid	(131.00)
(291.00)						
060108			APPLY CHARGES	A1	ASSESSMENT	121.00
(170.00)						
060108			APPLY PREPAYMNT	A1	ASSESSMENT	(121.00)
(170.00)						
070108			APPLY CHARGES	A1	ASSESSMENT	121.00
(49.00)						
070108			APPLY PREPAYMNT	A1	ASSESSMENT	(323.00)
(49.00)						
071108	131.00	74	071108	PP	Credit-Prepaid	(131.00)
(180.00)						
072008	131.00	56	072008	PP	Credit-Prepaid	(131.00)
(311.00)						
080108			APPLY CHARGES	A1	ASSESSMENT	121.00
(190.00)						
080108			APPLY PREPAYMNT	A1	ASSESSMENT	(121.00)
(190.00)						
081108	131.00	5077	081108	PP	Credit-Prepaid	(131.00)
(321.00)						
090108			APPLY CHARGES	A1	ASSESSMENT	121.00
(200.00)						
090108			APPLY PREPAYMNT	A1	ASSESSMENT	(121.00)
(200.00)						
100108			APPLY CHARGES	A1	ASSESSMENT	121.00
(79.00)						
100108			APPLY PREPAYMNT	A1	ASSESSMENT	(121.00)
(79.00)						
103008	131.00	5080	103008	PP	Credit-Prepaid	(131.00)
(210.00)						
103008	131.00	5083	103008	PP	Credit-Prepaid	(131.00)
(341.00)						
110108			APPLY CHARGES	A1	ASSESSMENT	121.00
(220.00)						
110108			APPLY PREPAYMNT	A1	ASSESSMENT	(121.00)
(220.00)						
113008	131.00	5086	113008	PP	Credit-Prepaid	(131.00)
(351.00)						
120108			APPLY CHARGES	A1	ASSESSMENT	121.00
(230.00)						
120108			APPLY PREPAYMNT	A1	ASSESSMENT	(121.00)
(230.00)						
010109			APPLY CHARGES	A1	ASSESSMENT	130.00
(100.00)						
010109			APPLY PREPAYMNT	A1	ASSESSMENT	(130.00)
(100.00)						
012909	131.00	5089	012909	PP	Credit-Prepaid	(131.00)
(231.00)						
013009	131.00	92	013009	A1	ASSESSMENT	(131.00)
(362.00)						

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020109					ASSESSMENT	130.00
(232.00)		APPLY CHARGES		A1		
020109					ASSESSMENT	(130.00)
(232.00)		APPLY PREPAYMNT		A1		
022709	130.00	124	022709	A1	ASSESSMENT	(130.00)
(362.00)						
022709	131.00	5094	022709	A1	ASSESSMENT	(131.00)
(493.00)						
030109					ASSESSMENT	130.00
(363.00)		APPLY CHARGES		A1		
030109					ASSESSMENT	(101.00)
(363.00)		APPLY PREPAYMNT		A1		
033009	131.00	5097	033009	A1	ASSESSMENT	(27.00)
(494.00)						
033009				PP	Credit-Prepaid	(104.00)
040109					ASSESSMENT	130.00
(364.00)		APPLY CHARGES		A1		
043009	131.00	5101	043009	PP	Credit-Prepaid	(131.00)
(495.00)						
050109					ASSESSMENT	130.00
(365.00)		APPLY CHARGES		A1		
053009	131.00	106	053009	PP	Credit-Prepaid	(131.00)
(496.00)						
060109					ASSESSMENT	130.00
(366.00)		APPLY CHARGES		A1		
070109					ASSESSMENT	130.00
(236.00)		APPLY CHARGES		A1		
070109					ASSESSMENT	(130.00)
(236.00)		APPLY PREPAYMNT		A1		
071509	131.00	5108	071509	PP	Credit-Prepaid	(131.00)
(367.00)						
071509	131.00	5102	071509	PP	Credit-Prepaid	(131.00)
(498.00)						
080109	131.00	0	080109	PP	Credit-Prepaid	(131.00)
(629.00)						
080109					ASSESSMENT	130.00
(499.00)		APPLY CHARGES		A1		
080109					ASSESSMENT	(130.00)
(499.00)		APPLY PREPAYMNT		A1		
090109					ASSESSMENT	130.00
(369.00)		APPLY CHARGES		A1		
090109					ASSESSMENT	(130.00)
(369.00)		APPLY PREPAYMNT		A1		
100109					ASSESSMENT	130.00
(239.00)		APPLY CHARGES		A1		
100109					ASSESSMENT	(130.00)
(239.00)		APPLY PREPAYMNT		A1		
102209	131.00	118	102209	PP	Credit-Prepaid	(131.00)
(370.00)						
110109					ASSESSMENT	130.00
(240.00)		APPLY CHARGES		A1		
110109					ASSESSMENT	(130.00)
(240.00)		APPLY PREPAYMNT		A1		

Q Did you think you were getting a property free and clear of a mortgage when you purchased this property in January of 2012?

A Yes. That's the only reason why I bought it.

Q So you had no reason to be concerned about any kind of deed of trust on 4254 Rollingstone Drive, correct?

A Only the cost of litigation.

18. Mr. Haddad, the controlling manager for Resources Group, actually filed a bankruptcy involving the Subject Property in which he represented to the Bankruptcy Court that the Subject Property was encumbered by a mortgage. (Ex. 14 p. 24)("No, There must have been a first deed of trust…").

19. In addition, independent witnesses from Alessi further testified that they believe Mr. Haddad thought this property was subject to the Bank's lien. (Ex. 16 p. 51)

20. Mr. Haddad also testified under penalty of perjury that the Subject Property was worth $35,000.00. (Ex. 15) *also* (Ex. 14 p. 28).

21. Alessi, the entity the represented Glenview and foreclosed on the property, via their attorney Ryan Kerbow, Esq *also* represented Mr. Haddad at the exact same time as this sale. (Ex. 14 at USB 409).

22. Mr. Kerbow, whom also signed the Notice of Sale and the Trustee's Deed, represented Resources Group in Quiet Title Action. (Ex. 14 at USB 410).

23. The relationship between Alessi & Koenig and Haddad was so close, that Alessi actually paid Mr. Haddad's transfer tax. (Ex. 14 at USB 413)

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III. LEGAL STANDARD

Nev. R. Civ Pro 56 provides that a party may move for Summary Judgment based on the evidence on file in the record. Summary Judgment is only appropriate when the moving party is entitled to judgment as a matter of law and no genuine issue remains for trial. *Shepard v. Harrison* 100 Nev. 178 (1984). In Nevada when a party brings a motion for Summary Judgment then said party must bear the initial burden of production to show the absence of a genuine issue of material fact. *Cuzze v. Univ. & Cmty Collegee Sys.,* 123 Nev. 598 (2007). In contrast, once the movant has satisfied their burden of production, then it is incumbent on the non-moving party to assume the burden of production to show the existence of a genuine issue of material fact. *Id*

IV. LAW AND ARGUMENT

A. THIS COURT SHOULD ADOPT THE 9TH CIRCUIT'S RULING THAT NRS 116.3116 *ET SEQ* IS UNCONSTITUTIONAL

On June 13, 2016; the 9th Circuit Court of Appeals declared NRS §116.3116 *et seq* unconstitutional in all respects due to the "opt in" noticing as outlined in the statute. This Court should adopt this ruling.

The 9th Circuit Court of Appeals noted that Nevada's notice statute was a "peculiar scheme" which only required notice to a mortgage lender if they affirmatively requested notice. *Bourne Valley Court Tr. V. Wells Fargo Bank NA* 2016 U.S.App.LEXIS 14857 at 8-9 (9th Cir. 2016) The 9th Circuit further noted that "How the mortgage lender, which likely had no relationship with the homeowners' association, should have known to ask is anybody's guess" and then went on to analyze whether or not the 9th Circuit would adopt the 5th Circuit's law in *Small Engine Shop Inc v. Cascio* and rule that an "opt in" noticing scheme facially violates the United States Constitution. It is worth noting that a facially unconstitutional statute in Nevada is void in it's enforcement as a matter of law. *Scott v. Judicial Dist. Court of Nev.* 363 P.3d 1159, 1166 (Nev. 2015)

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The 9th Circuit applied Nevada law and determined that *Small Engine Shop* was now the law in the 9th Circuit and therefore the statute was facially unconstitutional as a denial of Wells Fargo's due process. *Bourne Valley Court Tr. V. Wells Fargo Bank NA* 2016 U.S.App.LEXIS 14857 at 8-9 (9th Cir. 2016)

Moreover, the 9th Circuit then went on to declare that "where the mortgage lender and the homeowners' association [have] no preexisting relationship, the Nevada Legislature's enactment of the Statute [NRS§116.3116 *et seq*] is a state action." *Bourne Valley Court Tr. V. Wells Fargo Bank NA* 2016 U.S.App.LEXIS 14857 at 12 (9th Cir. 2016). Nevada HOA foreclosure statute unconstitutionally degrades a mortgage lenders interest in their real property. *Id.*at 13. Critical here is that in private debt collection cases, the parties had a pre-existing contractual relationship while here the relationship between in this case U.S. Bank and Glenview, has been forced upon U.S. Bank.

Bourne Valley makes it clear that this statute, under the Federal Constitution, is void and enforceable. U.S. Bank can jump through all the necessary state law hoops as outlined below, but ultimately it does not matter. This statute is void. This sale is void.

B. RESOURCES GROUP SHOULD BE JUDICIALLY ESTOPPED FROM ASSERTING THIS PROPERTY IS FREE AND CLEAR OF A MORTGAGE BECAUSE OF THE PRIOR BANKRUPTCY FILING IN WHICH THEY REPRESENTED THE PROPERTY WAS ENCUMBERED BY A MORTGAGE

Resources should be judicially estopped from claiming that this property is free and clear of a mortgage and is worth some paltry amount. In the Bankruptcy Resources Group filed multiple documents stating that the Subject Property was encumbered by a mortgage and moreover that the property was worth well in excess of the purchase price. Resources cannot and should not be allowed to take an inconsistent position now in this Court in order to game the system especially when they were successful in obtaining a Bankruptcy Automatic Stay. Their position now should be barred by the doctrine of judicial estoppels.

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"The central purpose of judicial estoppels is to guard the judiciary's integrity and thus a court may invokve the doctrine at its own discretion." *Marcuse v. Del Webb Cmtys Inc* 123 Nev. 278 (2007). When a party inconsistent position arise from intentional wrongdoing or an attempt to obtain an unfair advantage the doctrine of judicial estoppels with intervene. *Id.* There is a 5 part test for application of judicial estoppels and if all 5 criteria are met, then the party is estoppels from asserting their inconsistent position. *Id.* The 5 criteria are:

1. The same party has taken two position;
2. The positions were taken in judicial or quasi-judicial administrative proceedings;
3. The party was successful in asserting the first position;
4. The two positions are totally inconsistent and
5. The first position was not taken as a result of ignorance, fraud, or mistake.

Id.

Judicial Estoppel has repeatedly been applied in the Bankruptcy Context as debtors have an affirmative duty to disclose all assets during a bankruptcy. *Hamilton v. State Farm Fire & Cas. Co.*270 F.3d 778 (9th Cir. 2001).

> "The rationale for … decisions [invoking judicial estoppel to prevent a party who failed to disclose a claim in bankruptcy proceedings from asserting that claim after emerging from bankruptcy] is that the *integrity of the* bankruptcy *system depends on full and honest disclosure by debtors of all of their assets.* The courts will not permit a debtor to obtain relief from the bankruptcy court by representing that no claims exist and then subsequently to assert those claims for his own benefit in a separate proceeding. *The interests of both the creditors, who plan their actions in the bankruptcy proceeding on the basis of information supplied in the disclosure statements and the bankruptcy court, which must decide whether to approve the plan of reorganization on the same basis, are impaired when the disclosure provided by the debtor is incomplete." Id.*

Here, the Resources filed Bankruptcy specifically to handle the mortgage loan debt on this property they represented to the Court was present. Resources group has now taken two positions on this matter: the property is worth nothing (as opposed to being worth $35,000.00) and that the

property was encumbered by a mortgage. The Bankruptcy Court is clearly a judicial proceeding. Resources was successful in obtaining Bankruptcy relief through the automatic stay based on these representations. The position that the property is encumbered by a mortgage and that it is not is totally inconsistent. Nor were these positions the result of ignorance, fraud, or mistake. On this basis, Summary Judgment should be denied based on judicial estoppel.

C. NO GENUINE ISSUE OF FACT REMAINS THAT THIS COURT SITTING IN EQUITY SHOULD DECLARE THE PROPERTY IS SUBJECT TO THE DEED OF TRUST

Even under *Shadow Wood*, this sale is further voidable. As outline *infra* U.S. Bank humbly comes to this Court, sitting in Equity, for assistance. Equity and common sense have always consistently gone hand in hand. *Gass v. Hampton* 16 Nev. 185 (1881)(apply equity and common sense hand in hand); *Sims v. Irvine* 3 U.S. 425 (1799)(same); *Friends for All Children Inc v. Lockheed Aircraft Corp*746 F.2d 816 (DC. App. 1984)(noting that equity and common sense go hand in hand). U.S. Bank asks the Court to use its superior knowledge and experience to sit in Equity and adjudicate this issue. As outlined below, U.S. Bank contends that the sale is for an "obviously inadequate" price and moreover that due to misstatements in the HOA lien documents that the bidding was chilled.

U.S. Bank on this basis leaves it to the well capable hands of the Court to make a determination here and finally presents that the following provide an Equitable basis for the Court to declare that the sale was subject to the Deed of Trust.

i. The Deed Cannot be Conclusive under NRS §116.31166

In *Shadow Wood* the Homeowners Association purchaser argued that "NRS §116.31166(2013)....renders such deeds unassailable" as conclusive proof of the matter recited therein. *Shadow Wood Homeowners Association inc v. NY Com. Bank* 132 Nev. Adv. Op 5 at 2 (2016). The Nevada Supreme Court, en banc and with no dissenters, ruled:

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> "We disagree and reaffirm that, in an appropriate case, a court can grant equitable relief from a defective HOA lien foreclosure sale."
> *Id.*

The Nevada Supreme Court noted that the interpretation of a conclusive deed would call into question both *Golden v. Tomiyasu* and *Long v. Towne* and therefore rejected that interpretation that HOA sales are "conclusive" and unassailable. *Shadow Wood Homeowners Association inc v. NY Com. Bank* 132 Nev. Adv. Op 5 at 9-10 (2016). The Nevada Supreme Court affirmed that the position that the deed is "conclusive" is "breathtakingly broad", "probably legislatively unintended", "unprecedented", and moreover simply not the law *Id* at 11. Additionally Lakeview need not be in possession of the property and therefore is the proper party here to invoke the Court's equitable powers. *Id.* "Cases elsewhere ...have addressed comparable conclusive- or presumptive-effect recital statutes confirm that such recitals do not defeat equitable relief in a proper case; rather such recitals are 'conclusive *in absence of grounds for equitable relief.*" *Id.*at 13.

Shadow Wood comports with basic principles of due process. The seminal opinion regarding due process in this state is that conclusive presumptions in statutes relating to deeds do not cut off all defenses as it would violate the due process clause of the Federal and Nevada Constitution. *Wright v. Cradlebaugh* 3 Nev. 341 (1867). The Nevada Supreme Court has actually cited *Wright* as recently as 2011 and *Wright* is still good law in this state. *Glaser v. Empl Sec. Div.,* 2011 Nev. Unpub LEXIS 673 (Nev. 2011)[1] The Nevada Constitution provides that "no person shall be deprived of life, liberty, or property, without due process of law." Nev. Const. Art 1 §8 (5)

In *Wright*, a purchaser at a tax sale claimed that he held title to real property based on a deed which by statute was "conclusive evidence of title." *Wright v. Cradlebaugh* 3 Nev. 341, 351 (1867). At the time, the individual residing at the real property had a possessory interest, not

[1] U.S. Bank does not cite *Glaser* as legal authority and merely illustrative that *Wright* is still good law. Nev.S.C.R. 123.

absolute fee title, in government land owned by the United States and by law Nevada could only tax the possessory interest and not the land[2]. *Id.* The individual claimed that he was not taxed on his possessory interest, but taxed based on the land itself and therefore the conclusive deed was void. *Id.* In response, the purchaser claimed that his deed was "conclusive evidence of title" and precluded evidence to the contrary. *Id.*

In response to this conclusive deed statute, the Nevada Supreme Court ruled that:

> "'Due process of law' not only requires that a party shall be properly brought into court, but that he shall have the opportunity when in court to establish any fact which, according to usages of the common law or the provisions of the constitution, would be a protection to himself or property. **The legislature may regulate the mode of pleading and conducting at trial, but under pretense of doing so it cannot deprive parties of substantial rights."**
> *Wright v. Cradlebaugh* 3 Nev. 341, 349 (1867)

On this basis, the Nevada Supreme Court noted that the legislature, under the Due Process clause of the Nevada Constitution, simply cannot cut off all legal and factual defenses to the issuance of an adverse deed which by statute is purportedly "conclusive proof" as this would violate the Nevada Constitution. *Id.* at 351-352

Both *Shadow Wood* as well as *Wright* stand for the very clear idea that Deeds cannot be "conclusive" and that a Court in equitable can set aside the sale. As outlined below, this Court should order in Equity that the sale is Subject to U.S. Bank's Deed of Trust and in weighing the Equities provide that Saticoy is only entitled to a First Position Lien for their purchase price in the amount of $5,331.00

ii. U.S. Bank Respectfully Request that This Court Interpret *Shadow Wood* and Rule that a Sale of Less than 20% is Proof of Unfairness

In *Shadow Wood* the Nevada Supreme Court adopted the Restatement of Property Mortgages Section §8.3 as the bench mark for gross inadequacy. Numerous other jurisdictions have held that *gross* inadequacy is grounds to set aside a foreclosure sale. U.S. Bank contends

[2] Large portions of land in Nevada at this time was owned by the Federal Government which was allowed individuals to reside on said land.

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this is now the law in Nevada and that an "obviously inadequate" purchase price is proof of unfairness sufficient to satisfy *Golden* and *Shadow Wood*. The Restate of Property Mortgage 3d §8.3(a) states

> "A foreclosure sale price obtained pursuant to a foreclosure proceeding that is otherwise regularly conducted in compliance with applicable law does not render the foreclosure defective unless the price is grossly inadequate."

The Gross Inadequacy bench mark is the law in multiple other jurisdictions. *Baskurt v. Beal* 101 P.3d 1041 (Ak 2004)(invalidating sale based on price alone where it was grossly inadequate at 15 % of fair market value). *Crown Life Ins. Co. v. Candlewood Ltd* 112 N.M. 633 (NM 1991)(15% of fair market value was inadequate and was a basis to set aside the sale on price alone); *United Oklahoma Bank v. Moss* 1990 OK 50 (Okla 1990)(20% of fair market value inadequate and reversing trial court when said court refused to vacate the sale);. *Rife v. Woolfolk* 169 W.Va 660 (W.Va 1982)(holding 14% of fair market value inadequate and that "there need be no showing of fraud, or any impropriety in the conduct of the sale, to set aside a sale where the price paid is so inadequate that it shocks the conscience"); *also Shadow Wood Homeowners Association inc v. NY Com. Bank* 132 Nev. Adv. Op 5 at 15 (2016) *citing Restatement (Third) of Prop: Mortgages* §8.3 cmt b.(1997)("A court is warranted in invalidating a sale where the price is less than 20 percent of fair market ,,,,").

In analyzing and adopting the Restatement §8.3, the Supreme Court of Arizona noted that a sale of real property under power of sale…may be set aside solely on the basis that the bid price was *grossly* inadequate." *Krohn v. Sweetheart Props LTD* 203 Ariz. 205 (Az 2002). In Arizona, as in Nevada, there must be an insufficiency of price plus an elements of fraud unfairness, or oppression as accounts for and brings about the inadequacy of price. *Id.*at 212.

Yet in adopting the Restatement §8.3 the Arizona Supreme Court noted that "*gross* inadequacy *is* proof of unfairness "sufficient to set aside a sale and further adopted the Restatement §8.3 at the 20% benchmark. *Id.*

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U.S. Bank contends that the Nevada Supreme Court has now adopted this stance. *Shadow Wood Homeowners Association inc v. NY Com. Bank* 132 Nev. Adv. Op 5 at 15 (2016) *citing Restatement (Third) of Prop: Mortgages* §8.3 cmt b.(1997)("A court is warranted in invalidating a sale where the price is less than 20 percent of fair market …").The 3rd Circuit Court of Appeals has noted in applying Restatement §8.3 that:

> Under the Restatement, Third of Property: Mortgages § 8.3, with respect to the adequacy of a foreclosure sale price, the term "gross inadequacy" is clarified to some extent by the Comment which provides that a court "is warranted in invalidating a sale where the price is less than 20 percent of fair market value and, absent other foreclosure defects, is usually not warranted in invalidating a sale that yields in excess of that amount." Restatement (Third) of Prop.: Mortgages § 8.3 cmt. b. (1997). The Comment further states that the trial court's judgment in matters of price adequacy is entitled to particular deference but notes that in "extreme cases a price may be so low (typically well under 20% of fair market value) that it would be an abuse of discretion for the court to refuse to invalidate it."
>
> *Bank of N.S. v. Family Broad Inc. 121 Fed. Appx. 440 (2005)*

The State of Washington, in applying Restatement §8.3 takes the same approach. *Alpha Imperial Bldg v. Schnitzer Family Investment* , LLC 2005 Wash.App. LEXIS 482 (Wa App. 2005)(noting that that a foreclosure sale can and should be set aside under Restatement §8.3 if it is less than 20%).

Here U.S. Bank has performed an appraisal showing that the property was worth $48,000.00 at the time of the foreclosure sale. (Ex. 12). Resources paid $5,331.00 for the Subject Property at the time of the sale. (Ex. 11). This is 11.10% of Fair Market Value and under Shadow Wood and the Restatement §8.3 this is grossly and/ or "obviously" inadequate as a matter of law. On this basis, the sale must be voided. Moreover, as delineated *infra* a "fair foreclosure value" cannot be used for this analysis.

iii. The Subject Property Must be Assessed Based on It's Highest and Best Use and/ or Market Value

In *Shadow Wood v. N.Y. Comm Bank*, the Nevada Supreme Court delineated a standard for analyzing this sale and announced, in line with the Restatement of Property: Mortgages §8.3 that

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"Fair Market Value" was the proper indicator here. 132 Nev. Adv. Op. 5 at 15 (2016). value" is simply not relevant in this action as fair market value is the only true indicator.

The Alaska Supreme Court, citing to the U.S. Supreme Court noted that "Fair Market Value" has been defined as :

> "not the fair "forced sale" value of the real estate, but the price which would result from negotiation and mutual agreement, after ample time to find a purchaser, between a vendor who is willing, but not compelled to sell, and a purchaser who is willing to buy, but not compelled to take a particular piece of real estate."
>
> *Baskurt v. Beal* 101 P.3d 1041 (Ak 2004)

Blacks Law Dictionary similarly defines "Fair Market Value" as:

> "The amount at which property would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or sell and both having reasonable knowledge of the relevant facts."
> *Blacks Law Dictionary 597* (6th Ed. 1990)

Finally "Fair Market Value" is not a new idea in Nevada and Fair Market Value is defined as as "the price which a purchaser, willing but not obligated to pay, would pay an owner willing but not obligated to sell, taking into consideration all uses to which the property is adopted and might in reason be applied." *Lee v. Verex Assur* 103 Nev. 515 (Nev. 1987) *also Unruh v. Streight* 96 Nev. 684 (Nev. 1980).Black's then goes on to state that Fair Market Value must be assessed based on the "highest and most profitable use." *Id.* On this basis, the "value" assessment must be done at Market Value based on the highest and best use per *Shadow Wood*. Even the Restatement takes the following approach:

> "The standard by which "gross inadequacy" is measured is the fair market value of the real estate. For this purpose, the latter means, not the fair "fair forced sale" value of the real estate, but the price which would result from negotiation and mutual agreement, after ample time to find a purchaser, between a vendor who is willing, but not compelled to sell, and a purchaser who is willing to buy, but not compelled to take a particular piece of real estate."
> *Restatement of Property Third: Mortgages* §8.3 Comment(b)

The appraisal produced by U.S. Bank appraises the property at $48,000.00 based on a fair market purchase price with a willing buyer and seller. (Ex. 12). In fact the Holmes report actually defines his value in terms of *Unruh*:

> DEFINITION OF MARKET VALUE *:
> Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:
> 1. Buyer and seller are typically motivated;
> 2. Both parties are well informed or well advised and acting in what they consider their own best interests;
> 3. A reasonable time is allowed for exposure in the open market;
> 4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
> 5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.
> * This definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990 by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC on June 7, 1994, and in the Interagency Appraisal and Evaluation Guidelines, dated October 27, 1994

There is no other indicator in this law suit that an arms length transactions would lead any other result here. U.S. Bank has met the first prong of the *Shadow Wood* test.

iv. Conclusion

It is unclear to this writer, based on a reading of *Shadow Wood*, what the effect of an "obviously inadequate" sale is. Even the Nevada Federal District Court has noted this. *Zyzzx 2 v. Dizon* 2016 U.S. Dist. LEXIS 39467 (D.Nev. 2016)("It is unclear whether Nevada's favorable citation to the restatement indicates that it has adopted the restatement's view that *gross* inadequacy *is* proof of unfairness, and, consequently, the only element necessary to void a foreclosure sale. If Nevada adopted the restatement, the analysis would end here. Seven percent is well below the restatement's twenty percent threshold to demonstrate gross inadequacy.") Fortunately for this Court, as a Court of State Law in Nevada, it is well within the boundaries of the law for this Court to make this call. The 20% threshold has to do something and this writer will leave this analysis to the well deserved deference of this Court.

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D. U.S. BANK HAS DEMONSTRATED THAT THE SALE IS UNFAIR

Even if the price is not unfair as a matter of law, sufficient unfairness is present to void this sale under *Tomiyasu* and *Shadow Wood*. U.S. Bank contends that the "unfairness" is a moving target and that the "unfairness" necessary to void a sale moves down. This sale is for less than 20% of Fair Market Value.

There is little actual case law in Nevada as to what constitutes "unfairness." The U.S. Supreme Court in *Ballentyne* indicated that when the inadequacy of price is great then the slightest circumstances of unfairness will operate to set aside the sale. *Ballentyne v. Smith* 205 U.S. 285 (1907). The Nevada Federal Court has recently used *Ballentyne* as a basis to void a sale under *Shadow Wood*. *Zyzzx 2 v. Dizon* 2016 U.S. Dist. LEXIS 39467 (D.Nev. 2016)("if there be great inadequacy, slight circumstances of unfairness in the conduct of the party benefited by the sale will be sufficient to justify setting it aside. It is difficult to formulate any rule more definite than this, and each case must stand upon its own peculiar facts."). The Arizona Supreme Court has echoed this sentiment. *Krohn v. Sweetheart Props LTD* 203 Ariz 205 (Ariz 2002) *citing Baldwin v. Brown* 193 Cal. 345 (Cal 1924). Other jurisdictions have further indicated that that "when the inadequacy of consideration is great and the notice of sale given by the officers is vague, or from any act of his, bidders are kept away from the place of sale, who would have bid for the land if there, an unconscionable advantage was obtained by the purchaser, who bid off the land at a grossly inadequate price, a court of equity will interfere and set aside the sale so made." *Parker v. Glenn* 72 Ga. 637 (1884) This sentiment has been expressed more recently in Missouri, in that a defective Notice of Sale, no matter how slight the defect, is grounds for a court in equity in invalidate the sale when the price is grossly inadequate. *Meng v. Citimortgage Inc* 2013 U.S. Dist. LEXIS 45402 (Mo 2013).

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Unfairness is not limited to mere actions of the purchaser and/ or trustee in some circumstances. "Unfairness from any cause which operates to the prejudice of an interested will abundantly justify a...court in refusing to approve a sale. *Levy v. Broadway-Carmen Bldg* Corp 366 Ill 279 (Ill 1937) Unfairness is not a set standard. Under California law "gross inadequacy of price coupled with even slight unfairness or irregularity is a sufficient basis" for setting aside a sale. *Whitman v. Transtate Title Co.* 165 Cal. App. 3d 312 (1985)

Illustrations of "slight unfairness" are numerous. A grossly inadequate price coupled with a failure to postpone a sale is considered slightly unfairness in California. *Whitman v. Transtate Title Co.* 165 Cal.App.3d 312 (1985). The 9th Circuit has found also under California Law that listing a property as being on the "Southwest Corner" as opposed to the "Southwest Quarter" coupled with a grossly inadequate sales prices is unfair and grounds to avoid a sale when there is a grossly inadequate price. *In re Worcester* 811 F.2d 1224 (9th Cir. 1987). Indeed in Arkansas, stating that one is selling property "under attachment" as opposed to "under execution" when coupled with a grossly inadequate sales prices is considered sufficient unfairness to set aside a sale. *Hinton v. Elliot* 187 Ark. 907 (1933). "Where there is gross inadequacy, the courts seize upon slight additional circumstances which render confirmation inequitable." *Id.*at 910.

The Supreme Court of the United States in *Ballentyne* noted that there was sufficient unfairness present when there was (1) a meager sum bid by a purchaser and (2) the property was worth well in excess of the price sold that on that basis the sale could be set aside. *Ballentyne v. Smith*205 U.S. 285 (1907). *Graffam v. Burgess* sets out numerous interesting things which constitute unfairness. *Graffam v. Burgess* 117 U.S. 180 (1886). A storm on the day of a judicial sale has been found to unfair. *Id.*192. Additionally "Gross inadequacy of price...needs but slight additional support, such as utter absence of description of property to be sold..."

Kloepping v. Stellmacher is another interesting microcosm of mortgage foreclosure law. In New Jersey inadequacy of price itself is not sufficient to set aside a conveyance, nor is it *per se*

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proof of fraud. 21 N.J. 328 (1871). In *Kloepping* no fraud was shown as to the purchaser or the sheriff conducting the sale and the totally of the circumstance showed the sale was conducted legally. *Id. Kloepping* received process and indeed actually tore up the summons. *Id.* The sale was set aside. *Id.*

In this context, U.S. Bank can evidence enormous unfairness. The Restatement of Property: Mortgages §8.3 Comment(c) states that:

> "Even where the foreclosure price for less than fair market value cannot be characterized as "grossly inadequate", if the foreclosure proceeding is defective under local law in some other respect, a court is warranted in invalidating the sale and may even be required to do so. Such defects may include, for example, ***chilled bidding***, an improper time or place of sale, ***fraudulent conduct by the mortgagee, a defect notice of sale,*** or even selling too much or too little of the mortgaged real estate. For example, even a slight irregularity in the foreclosure process couple with a sale price that is substantially below fair market value may justify or even compel the invalidation of the sale." (Emphasis Added)

As outlined below, U.S. Bank advances two (2) theories here. First unfairness is present in that the CC&R's misrepresent the asset being sold and this resulted in the sale being unfair. Moreover it appears that the parties to this transaction were engaged in some type of insider dealing which lead to the attorney for the seller being the attorney for the buyer.

1. The CC&R's misrepresent the asset being sold

In *Zyzzx 2 v. Dizon* the Honorable Judge Mahan dealt with the type HOA foreclosure there. *Zyzzx 2 v. Dizon* 2016 U.S. Dist. LEXIS 39467 (2016). That case Judge Mahan found a grossly inadequate price when the property was worth $210,000 and the purchaser paid $15,000.00 for the property. Judge Mahan found that the purchase price was grossly inadequate. Judge Mahan then went on to find that when the HOA "represented to both the general public as well as Wells Fargo that the association's foreclosure would not extinguish the first deed of trust" this was unfair. As previously briefed, this must be compare to the (1) lien notices that discuss NRS Chapter 117 and a subpriority lien and Section 5.08 of the CC&R's which states:

> Section 11. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve said Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Similarly to *Dizon* the HOA misrepresented to (1) Resources, (2) U.S. Bank , and (3) the Public the nature of what was being sold. It is small wonder that the sale was for such a paltry amount based on the chilled bidding and misrepresentation which Resources took constructive notice of.

Moreover this lead to bidding being chilled. The manager for Resources, Eddie Haddad, testified that no one bid at this sale. (Ex. 14 at USB 412). This is not a great shock.

Chilled bidding can and is a type of unfairness sufficient to set aside a foreclosure sale. *Gelfert v. National city Bank* 313 U.S. 221, 232 (1941). Misunderstanding as to the risk associated with a particular piece of real property which causally relate to chilled bidding do constitute unfairness to set aside a sale. *Golfland Enteertainment Ctrs. V. Peaks Inv.* 119 F.3d 852, 860 (10th Cir 1997); *United States v. Clinger* 2002 U.S. Dist. LEXIS 20458 (D.Colo 2002); *also United States v. Tempelman* 2002 U.S. Dist. LEXIS 3111 (D.NH 2002)

U.S. Bank contends the bidding was unintentionally chilled per the Restatement as adopted by *Shadow Wood*. "Chilled Bidding" comes in 2 forms: intentional and unintentional. *Alpha Imperial Bldg LLC v. Schnitzer Family Investment LLC* 2005 Wash. App. LEXIS 482 (WashApp. 2005). Intentional chilled bidding occurs when there is collusion for the purpose of holding down the bids. *Id.* The second, and more applicable, standard however consists of inadvertent and unintentional acts by the trustee that have the effect of suppressing the bidding. *Id.*

Eddie Haddad himself stated that no one bid at this sale. (Ex. 14 at USB 412). Compare this with the HOA's CCR's which stated that the property was Subject to the lien of U.S. Bank. (Ex.

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3). This should be no great shock to anyone. The publically available documents, which are subject to constructive notice, stated *publically* that this was a sale Subject to a mortgage. No sane minded person would attend this sale.

2. Fraudulent Conduct of Alessi

Finally there is the issue of the fraudulent conduct of Alessi and Resources in this transaction. Ryan Kerbow, an individual who conducted a sale which was not noticed on U.S. Bank, was the *purchaser's attorney*. The Notice of Default was not noticed on U.S. Bank, which is completely undisputed. The CC&R's misrepresented the lien status of the lien. No one showed up at this sale. This is insider dealing at it's worst.

B. RESOURCES IS NOT A BONA FIDE PURCHASER

Resources is not a bona fide purchaser for two reasons. First Resources has not met their burden of production under Nevada law as bona fide purchaser status is their burden. Secondly, they had constructive notice of the defective lien documents which resulted in the chilled bidding.

It is incumbent on Resources here to prove they are bona fide purchasers. *Price v. Ward* 26 Nev. 387 (1902)(" The burden is on the purchaser to show that he did not have notice of a third person's title") *Moore v. De Bernardi*47 Nev. 33 (1923)(Burden is on Purchaser to Establish Bona Fide Purchaser Status). The Nevada Supreme Court cited to both *Moore* as well as *Bailey* in *Shadow Wood. Shadow Wood HOA v. N.Y. Cmnt* Back 132 Nev. Adv. Op. 5 At 23 (2016). In *Bailey* the burden of establishing bona fide purchaser status was directly at issue and the Nevada Supreme Court held:

> "The authorities are practically unanimous in holding that, in a suit by one asserting a prior equity, unless exceptional circumstances exist, the duty devolves upon the defendant, who seeks to establish a superior equity upon the basis that he is a bona fide purchaser, to both allege and prove all of the essential elements constituting him such bona fide purchaser, that is to say, a purchaser for a valuable consideration without notice of the prior agreement and the equity resulting therefrom."
>
> *Bailey v. Butner* 64 Nev. 1 (1947)

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Moreover in Nevada this is a general common sense approach. *Cooper v. Pacific Auto Ins. Co.*95 Nev. 798 (1979). For example, in Nevada an individual cannot purchase a car at a bar for $5,000.00, be given all lawful documents for ownership of the car, have no actual notice of any issues, and thereafter claim bona fide purchaser status. *Cooper v. Pacific Auto Ins. Co.*95 Nev. 798 (1979). This is because, as the trial judge in that case found, basic common sense dictates that you should not buy a discounted car at a bar while having no clue what you are getting. *Id.* In Nevada people are simply not "bona fide" when common sense dictates that something is amiss. *Id.*

Once someone is put on inquiry notice of something as basic as whether or not the property was free and clear of a mortgage or whether or not they were going to be trespassed, in Nevada time and time again this ripens the burden of proof for bona fide purchaser status *to the party asserting the status*. *Berg v. Fredicks* 591 P.2d 246 (Nev. 1979). Legitimate questions of possession have always raised a presumption **against** bona fide purchaser status in favor of the party moving to set aside the transaction. *Brophy Mining Co.v. Brophy & Dale Gold & Silver Mining Co.*15 Nev. 101 (1880). It is incumbent on RESOURCES to demonstrate that they are bona fide purchasers.

Under *Berg* the CC&R's the Notices of Lien, and the Notices of Default raise a presumption against bona fide purchaser status here. The CC&R's disclaim *everything*. At this point, under *Berg* the burden shifts to Resources as under *Berg* "[the] purchaser put upon inquiry may rebut the presumption of notice by showing that he made due investigation without discovering the prior right or title he was bound to investigate ." *Berge v. Fredericks* 95 Nev. 183 (1979). The Honorable Justice Belknap summarize this very effectively in 1902 when he wrote on behalf of a unanimous Nevada Supreme Court that

> "Purchasers are bound to use a due degree of caution in making their purchases, or they will not be entitled to protection. Caveat emptor is one of the best settled maxims of the law, and applies exclusively to a purchaser. He must take care, and make due inquiries, or

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> he may not be a bona fide purchaser. He is bound not only by actual, but also by constructive notice, which is the same in its effect as actual notice. He must look to the title papers under which he buys, and is charged with notice of all the facts appearing upon their face, or to the knowledge of which anything there appearing will conduct him. He has no right to shut his eyes or his ears to the inlet of information, and then say he is a bona fide purchaser without notice." (Simmons Creek Coal Co. v. Doran, 142 U.S. 437; Everdson v. Mayhew, 65 Cal. 163; Beatty v. Crewdson, 124 Cal. 577.)
> *Price v. Ward* 26 Nev. 387 (1902)

It is completely unclear to this writer how CC&R's which say "You may have to pay a mortgage and may not have title" is not sufficient to put Resources on inquiry and even constructive notice that there was an issue with their title. Yet Resources will never be able to do this. Resources filed a Federal Bankruptcy after the sale claiming that their property was encumbered by U.S. Bank's mortgage. (Ex. 15). Independent witnesses, including David Alessi, repeatedly testified that Haddad thought the property was subject to a mortgage. (Ex. 16 p. 51). There is not merely constructive notice of the CC&R's, there is actual notice that Haddad knew his title would be disputed and he even testified that he thought he was purchasing a law suit.

E. THIS FORECLOSURE IS VOIDABLE UNDER THE UNIFORM FRAUDULENT TRANSFER ACT

U.S. Bank has previously briefed why summary judgment should be granted to Lakeview in their own motion for summary judgment. U.S. Bank incorporates those arguments here and moreover, takes this opportunity to rebut the assertions and Resources.

i. To the Extent there is Equity Past the Lien, the Subject Property is an Asset by the Plain Language of NRS §112.150

NRS §112.150(2) defines "Assets" as

"property of a debtor, but the term does not include

(a) Property to the extent it is encumbered by a valid lien"

The Uniform Fraudulent Transfer Act clarifies the intent behind the definition of asset in that it is meant to protect interests "generally beyond reach by unsecured creditors because [it is] subject to a valid lien." *Uniform Fraudulent Transfer Act* Section 1 Official Comment 2.

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Therefore the UFTA provides protections from levying unsecured creditors against value which is liened by a secured creditor such as the HOA. Therefore to an extent some "assets" are indeed exempt from the UFTA if they are subject to a valid security interest.

Resources has taken the position however that the mere presence of a lien however exempts the entire asset from the UFTA and NRS Chapter 112. Respectfully, this is contrary to law. This exact same issue was discussed in depth by the Oregon Court of Appeals in *Greer* and it is important to note that, much like other uniform acts, NRS Chapter 112 "must be applied and construed to effectuate its general purpose to make uniform the law with respect to the subject of this chapter among the states enacting it. NRS §112.250. *Oregon Account Sys. V. Greer* 165 Ore.App.738 (2000). In *Greer* the transferee argued that because a lien was present on the property that the entire value of the property was exempt on Oregon's UFTA. *Oregon Account Sys. V. Greer* 165 Ore.App.738 (2000). The Oregon Court of Appeals performed an in-depth analysis of the phrase "to the extent it is encumbered by a valid lien" and determined that only the value of the property actually encumbered by the lien was exempted from being an "Asset" under the Oregon UFTA. The Court reasoned that an interpretation, similar to Resources, that the mere presence of a lien excluded the entire asset would render the phrase "to the extent" superfluous in contravention to the basic tenants of statutory construction. *Id.*

A Federal District Court has echoed this interpretation and ruled that:

> "Moreover, because property is *not* an 'asset" *to the extent* is it is encumbered by a valid lien the plain meaning of the statutory definition of "asset" is that "property of the debtor" is an "asset" to the extent it is *not* encumbered by a valid lien i.e. to the extent that the debtor has any equity in the property."

Webster Indus v. Northwood Doors Inc 320 F.Supp 2d 821 (D.Io 2004)

U.S. Bank asserts that the interpretation that the definition of "assets" prevents the application of NRS Chapter 112 because the definition of "asset" excludes property to the extent

it is encumbered by a valid quizzical on a basic factual basis in that Saticoy, in it's Complaint, stated clearly contends that there are no liens on this property.

Finally, equity drives the transfer. *People's United Bank v. Lilly* 2012 Conn.Super.LEXIS 3077 (2012) Additionally only the liens which survived the foreclosure can be taken into account when determining the amount of the equity. *Miller v. NLVK, LLC* 454 F.3d 899, 903(8th Cir 2006).

With that being said, Edwards HOA dues for his limited purpose HOA were $130.00. (Ex. 6). George Holmes' expert report shows the property was worth $48,000.00 at the time of the sale. 9 months worth of HOA dues in this instance is $1,170.00. There was $46,830 in equity over and above this lien. $46,830 of this house is an asset by the plain language of the UFTA.

2. The Homestead Exemption does not Save Resources

U.S. Bank's understanding of Resoruce's argument is that the Subject Property was the the homeowner's homestead, therefore exempt under nonbankruptcy law from execution and unavailable as an asset under Nevada's UFTA. Respectfully, U.S. Bank contends that a deeper analysis of NRS §112.150(2)(b) leads to a conclusion that this is incorrect.

NRS §112.150(2)(b) states that a property is not an asset "to the extent it is generally exempt under nonbankruptcy law". NRS 21 §21.090(l) thereafter provides that the homestead is exempt from execution "as provided for by law." The extent of the homestead exemption is thereafter governed by NRS §115.005 *et seq*. In most cases, the homestead is exempt.

Yet as outlined in greater detail below, there are two flaws in Resources homestead argument. First, the borrower must file a declaration of homestead which is a necessary predicate to a homestead exemption. Secondly, the homestead exemption does not provide an exemption as to U.S. Bank as they are a mortgage creditor and therefore the definition of "assets" does not preclude U.S. Bank from seeking relief.

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1. Resources has not demonstrated a declaration of Homestead was filed

The Homeowner's never exempted their property under Nevada's homestead law prior to the foreclosure. As such the property is not exempt under nonbankruptcy law and is subject to Nevada's UFTA.

Even the United States Supreme Court has acknowledged that the Nevada homestead exemption only takes effect "if the selection and recording occurs at any time before actual sale under execution." *Myers v. Matley* 318 U.S. 622 (1943). The Nevada Supreme Court has also echoed this ruling in that "to secure the benefits of the constitutional and statutory provisions exempting the homestead from forced sale under process…it is necessary that a declaration of homestead be filed for record." *McGill v. Lewis* 61 Nev. 34 (1941).

The Homeowner never filed a declaration of homestead in the property records of the subject property, a necessary predicate to claiming a homestead exemption and claiming the property as exempt. Resources cannot now claim some genre of *nunc pro tunc* homestead exemption as they lack standing by operation of NRS §115.005 which states that only the owner of the home can claim said exemption. This was never done and Resources cannot stand in the shoes of the Homeowner and accomplish this task now. Therefore by operation of NRS §115.005 *et seq* the property is not exempt under nonbankruptcy law and subject to Nevada's UFTA.

2. Even Assuming *Arguendo* that the Homeowner's filed a Homestead Exemption, it would still be exempt as to U.S. Bank.

NRS §112.150 provides limiting language to the definition of asset for UFTA purposes in that asset only includes property to the extent it is exempt under nonbankruptcy law. A deeper reading of the homestead statutes however shows that the homestead does not provide a nonbankruptcy exemption as to U.S. Bank because they are a mortgage creditor under a deed of trust. As such Nevada's UFTA applies.

NRS §112.150 states that property is not an "asset" "**to the extent** it is generally exempt under nonbankruptcy law." (Emphasis Added) NRS §112.150(2)(b). A Montana Federal District Court ruled that this language in Montana's UFTA provided that if an asset was subject to a judicial process by the creditor seeking to set aside a conveyance, it is an asset for UFTA purposes. *U.S. Bank v. United States IRS* 2013 U.S. Dist. LEXIS 28628 (Mont. 2013). In *U.S. Bank*, the IRS attempted to set aside a real property conveyance under the UFTA from a husband with substantial tax liability to a wife with no tax liability. *Id.* U.S. Bank, in a similar manner to Resources, argued that this was improper because the Homeowners had declared the property at issue as their homestead and as such the property was exempt from being considered an asset. *Id.* The Montana Court noted that if a specific creditor could proceed against an asset then it was not exempt from the UFTA and voided the transfer under the UFTA because the homestead did not provide protection from the IRS. *Id.*

This sentiment is also echoed by the Supreme Court of Oklahoma in *Burrows v. Burrows*. In *Burrows* an ex-spouse brought a UFTA claim for her ex-husband's transfer of his home and the 40 acres of land the home was located on to his parents for $5,151.04 in order to avoid execution on past-due alimony and child support. *Burrows v. Burrows* 1994 OK 129 (Ok 1994). The ex-husband claimed that the transfer was not voidable pursuant to Oklahoma's UFTA because he had taken a homestead exemption. *Id.* The trial court agreed however was subsequently reversed by the Supreme Court of the state. *Id.* The Oklahoma Supreme Court ruled that because under Oklahoma homestead law the ex-husband's real property was not exempt as to the ex-wife for the payment of alimony and child support, that the homestead exemption could not be used as a basis to defeat a UFTA claim. *Id.*

Both of these rules are illustrative of the idea that any party whom is exempt under the homestead laws of the state can proceed with a UFTA claim based on the "to the extent" limiting language. Therefore a closer analysis of Nevada's Homestead law is warranted.

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NRS 115.010(3) delineates several enumerated exemptions from a declaration of homestead and specifically states that the homestead does no exempt the dwelling from:

> "Any mortgage or deed of trust hereon executed and given, including without limitation, any second or subsequent mortage, mortgage obtained through refinancing, line of credit taken against the property and a home equity "

Even assuming *arguendo* that the Homeowners had filed a homestead exemption, which they did not, it would still not function to defeat a UFTA claim because the exemption does not protect the homeowner from a mortgage creditor. In this instant case, U.S. Bank is a first mortgage creditor of the Homeowners and as such they are not precluded from filing a claim under Nevada's UFTA because Nevada's homestead exemption does not extend to them.

3. Resources Cases are Distinguishable

Resources cites a line of cases on pp. 4-5 of their brief, including *McDonald, Brunzell, Aladdin,* and *Erickson,* for the proposition that the UFTA does not apply because senior liens wipe out junior liens by operation of law. A closer review of the fact patterns of these cases however demonstrates that the UFTA simply could not have applied to the facts of those cases, unlike this instant case.

In *Aladdin* the Deed of Trust creditor credit bid a casino project for $5,000,000.00 on a $6,500,000.00 loan. *Aladdin Heating Corp v. Trustees of Cent. States,* 93 Nev. 257 (1977). While the record is devoid of what the actual value of the casino was, $5,000,000.00 is quite a large sum of money and therefore it can be inferred that this was reasonably equivalent value for the project. The same fact pattern is present in *Erickson* in that the bank obtained property through a credit bid of $48,712.12 on a $66,000.00 loan. *Erickson Constr. Co. v. Nevada Nat'l Bank* 89 Nev. 350 (1973) Again the facts lead to an inference that the junior lien holders could not meet the reasonably equivalent value standard. Finally in *Brunzell* no sale had ever occurred because the foreclosing mechanics lien claimant had been enjoined from consummating a sheriff's sale.

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Brunzell v. Lawyers Title Ins. Co. 101 Nev. 395(Nev. 1985). As such the lienor had not consummated a "transfer" sufficient to make the UFTA applicable.

McDonald is equally inapplicable as the McDonald court was determining whether or not a formally secured creditor, whose security had been voided as a preferential transfer in a Chapter 11 Bankruptcy, was covered under Nevada's one action rule and therefore was barred from pursuit of the underlying debt against a guarantor. *McDonald v. D.P. Alexander * Las Vegas Boulevard, LLC* 121 Nev. 812 (2005)

None of these cases, for one reason or the other, operate to undermine the applicability of Nevada's UFTA. Unlike the aforementioned cases, there has been a consummated transfer and this transfer was for less than reasonably equivalent value. In sum, the UFTA applies.

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V. CONCLUSION

On this basis, U.S. Bank respectfully requests that the HOA foreclose sale be declare subject to U.S. Bank's Deed of Trust and / or void as unconstitutional. In addition, in opposition to this Motion U.S. Bank would incorporate by reference it's arguments in it's own Motion for Summary Judgment that this is an unconstitutional taking and violates the 8th amendment.

This would seem to be a "fair" remedy. *Shadow Wood* dictates that this Court can and should consider a fair remedy weighing the rights of the purchaser and U.S. Bank here. It would seem to be fair to provide Resources a first priority lien for their purchase price and declare the remaining amounts subject to U.S. Bank's Security Interest. On this basis, this writer thanks this Court for time and consideration it's has taken to consider this case and leaves the resolution to the more experienced and learned Court.

DATED: January 17, 2017

McCarthy & Holthus, LLP

By: /s/ Thomas N. Beckom, Esq
Thomas N. Beckom, Esq

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EXHIBIT 1

GEORGE H EDWARDS
425 S BOULDER DR
LAS VEGAS NV
89105-0650

Borrower's Name and Address
"You" means each borrower above, jointly and severally.

U.S. Bank National Association ND

Lender's Name
"We" or "us" means the lender named above.

Account # [redacted]
Date 03/03/2009
Trans. Acct. # ____
Line of Credit $ 50,000.00

Draw Period 15 years
Repayment Period 10 years

Maturity Date 03/03/2034
Billing Cycle: monthly
Payment Date 2nd
of every month

U.S. BANK EQUILINE AGREEMENT

GENERALLY: This is an agreement about your home equity line of credit. Many of the terms we use in this agreement have special meanings. The term "Loan Account Balance" means the sum of the unpaid principal of loans made under this plan, plus unpaid but earned finance charges, plus any credit insurance premiums that are due. "Transaction Account" means a deposit account you carry with U.S. Bank, N.A. The number of this account is listed near the top of the form on the line labeled "Trans. Acct. #." "Line of Credit" means the maximum amount of principal we will ordinarily allow you to owe us under this plan at any time.

In addition, we will use the following terms for this home equity plan: "Draw Period" is the time during the plan that you may request advances and will make payments on your loan account balance. The "Repayment Period" is the time during the plan that you must repay your loan account balance but cannot get further advances. Except where otherwise indicated, the disclosures contained in this agreement apply to both the draw and repayment periods.

If any term of this agreement violates any law or for some other reason is not enforceable, that term will not be part of this agreement.

TAX DEDUCTIBILITY: We make home equity "EQUILINE" loans where the line of credit ceiling can be (when combined with other liens) up to 100% of the value of the property. We want to make sure you are aware that interest may not be deductible to the extent (for that portion of your indebtedness) that the residence does not adequately secure the loan. This is true when (and to the extent) total liens on the property exceed its fair market value. You should consult a tax advisor regarding the deductibility of interest and charges under this home equity plan.

REQUESTING A LOAN: You request a loan under this plan whenever you:

- Write a check using one of the special checks you have for that purpose.
- Use the VISA® credit card we supply you to make purchases or receive cash loan advances.
- You may also choose to attach this Line of Credit to your Transaction Account with our affiliate U.S. Bank, N.A. If you "overdraw" the Transaction Account, by any method allowed for withdrawal from that account, you will get an advance on this Line of Credit, up to your credit limit. (If you attach this Line of Credit to your Transaction Account, when you "overdraw" the deposit account and an advance can be made from your Line of Credit, you will not be charged an overdraft charge on your Transaction Account if you have not thereby exceeded your credit limit under this plan. If you elect this feature, then the Transaction Account to which this Line of Credit is attached will be listed above on the line labeled "Trans. Acct. #".)

However, we will not ordinarily grant any request for a loan which would cause the unpaid principal of your loan account balance to be greater than the Line of Credit listed in this agreement. We may, at our option, grant such a request without obligating ourselves to do so in the future.

TRANSACTION LIMITATIONS: There are a few "indirect" limitations on the transactions you can make to this account. These are not limitations on this account, but limitations that are part of an access method. For example, if you attach this account to your transaction account (overdraft protection) and if you have an ATM card or debit card that can access that transaction account, then the electronic funds transfer limitations that are part of your ATM or debit card are "indirect" limits on the number and dollar amount of your access to this account per day by those methods. These are not really limits on the amount or number of advances you can get from this account, but are limits inherent in ATM and debit card transactions. Also, if you attach this account to your deposit account, then advances from this account arising from "overdrafts" will occur, once a day, in multiples of $100.

FIXED RATE OPTION: At any time during the Draw Period you may convert the interest rate and repayment schedule, for up to the amount of the then outstanding credit line balance (not including any previously locked principal balance), subject to the following conditions:

- The Fixed Rate Option period will be for a term that you select, with a maximum term of (a) 20 years or (b) the then remaining term of the draw and repayment period, whichever is less.
- The term cannot be less than 12 months.
- The minimum amount is $2,000.
- You can have no more than 3 Fixed Rate Options in effect at any one time. The fee for each will be $50.
- The unpaid principal balance is part of your maximum credit limit, and a principal portion of each payment amount will replenish your credit limit as of the date a payment is posted.
- You cannot add an amount to a Fixed Rate Option after it is established; each is a separate event.

Rate. The fixed simple interest rate will be determined by reference to The Wall Street Journal Prime Rate in effect on the date of the Fixed Rate Option plus (or minus) a margin. A new margin is established for the Fixed Rate Option; this margin is not the same as the one used for the variable rate portion of your Line of Credit. You can call us to learn our current rates for Fixed Rate Options.

Payment. You have two choices of payment for Fixed Rate Option:

A) Interest-Only payment amounts where each Fixed Rate Option will have its own payment amount equal to the amount of the accrued finance charges outstanding on the last day of the billing cycle. The term is at the discretion of the bank and may be less than 20 years. Under this payment choice the outstanding principal balance of the Fixed Rate Option will not be reduced and the entire principal balance will revert back to the variable portion of the line at the end of the Fixed Rate Option term and be subject to terms and conditions listed in this agreement.

B) Fixed payment amounts where each Fixed Rate Option will have its own payment amount, determined by applying the rate to the amount of the Fixed Rate Option for the term of the Option, and producing equal monthly payments of principal and interest over the term of the Fixed Rate Option.

Minimum Payment. Your minimum payment each month will be determined by adding the scheduled Fixed Rate Option payment(s) to the minimum payment amount determined under the "HOW YOU REPAY YOUR LOAN" section of this agreement with respect to the revolving portion of your outstanding balance. You may repay the amount in whole or in part, but any prepayment will not excuse any later scheduled Fixed Rate Option payment until it is paid in full.

Method. You can establish a Fixed Rate Option by contacting us. A full disclosure of all terms will be provided to you at the time the Fixed Rate Option is established.

HOW FINANCE CHARGES ARE COMPUTED: To calculate the actual daily balance, take the loan account balance at the beginning of the day and subtract any accrued but unpaid finance charges and insurance premiums (if any). Next, add all new loans posted to the account that day and subtract the portion of any payments or credits received that day which apply to the repayment of the loans.

The average daily balance is determined by taking the sum of all the actual daily balances divided by the number of days in the billing cycle.

Finance charges will begin to accrue immediately when a loan is advanced. To calculate the finance charge for a billing cycle, apply the daily periodic rate of finance charge to the average daily balance of the loan account times the number of days in the billing cycle.

If the daily periodic rate varies during the billing cycle, the finance charge will be calculated by applying each daily periodic rate of finance charge to the average daily balance of the loan account times the number of days the rate was in effect. The sum of these products is the finance charge.

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INITIAL RATE: The initial daily periodic rate of FINANCE CHARGE is .0130! % which corresponds to an ANNUAL PERCENTAGE RATE of 4.75000 %. The annual percentage rate includes interest and not other costs.

Disclosures: The disclosures of initial daily periodic rate of FINANCE CHARGE and ANNUAL PERCENTAGE RATE in the previous paragraph, and in the next paragraph (if it is checked and completed) are based on rates and conditions as of 3/03/2009.

☐ The INITIAL RATE above will remain fixed until _____. Beginning on that day, the daily rate and the corresponding annual percentage rate will be the sum of the index and margin, and can change as provided below in the paragraph titled VARIABLE RATE. After that day the rates will be subject to further adjustments and limitations, and produce the effects described below.

This initial rate represents a discount from the rate that will apply. If this discount were not in effect, then the daily periodic rate of FINANCE CHARGE would have been _____%, which would correspond to an ANNUAL PERCENTAGE RATE of _____%.

VARIABLE RATE: The annual percentage rate may change, and will be 1.500 ABOVE (This amount is known as the "margin.") the following "base rate": the highest rate on corporate loans at large U.S. money center commercial banks that The Wall Street Journal publishes as the Prime Rate.

If this base rate increases (after any fixed initial rate period), if so provided), the annual percentage rate will increase. An increase will take effect on the day the base rate changes. An increase in the base rate, and an increase in the rate caused by the loss of a preferential rate (such as that made to a customer who arranges for electronic payments) will result in an increase in the finance charge and may have the effect of increasing your minimum monthly payment amount (depending on the payment option you chose and the amount of the increase). A decrease in the base rate will have the opposite effect on your required minimum monthly payment.

The annual percentage rate will not increase more often than once a day. A decrease will have the opposite effect of an increase disclosed above.

The "annual percentage rate" referred to in this section is the annual rate which corresponds to the periodic rate applied to the balance as described above. This corresponding ANNUAL PERCENTAGE RATE will never exceed 25%. The annual percentage rate will also never exceed the highest allowable rate for this type of agreement as determined by applicable state or federal law.

The ANNUAL PERCENTAGE RATE will never decrease below 3.99 %.

☐ TERMS: If checked, terms provided reflect an adjustment to the lowest annual percentage rate available for this loan product. This adjustment reflects a higher rate of interest or finance charge due to information contained in a consumer credit report. We obtained this report from, and you may obtain a free copy of it by contacting:

REPORTS TO CREDIT BUREAUS: We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

HOW YOU REPAY YOUR LOANS - DRAW PERIOD: In addition to the payment due under your fixed rate option, if any, on or before your payment date during the Draw Period, you agree to make a minimum payment. The minimum payment is:

(a) ☒ the accrued finance charges and credit insurance premiums (if any) on the last day of the billing cycle.

(b) ☐ 1% of your account's principal outstanding balance and credit insurance premiums (if any) on the last day of the billing cycle, or $50.00, or the accrued finance charges and credit insurance premiums (if any), whichever is greater.

(c) ☐ 2% of your account's principal outstanding balance and credit insurance premiums (if any) on the last day of the billing cycle, or $50.00, or the accrued finance charges and credit insurance premiums (if any), whichever is greater.

If the interest accrued and credit insurance premiums (if any) on the last day of the billing cycle is greater than your selected payment, you will be billed (or have automatically withdrawal) the greater amount.

All payments due under this agreement will have the same due date.

PRINCIPAL REDUCTION: Under option (a) above, during the Draw Period the minimum payment on the revolving portion of the loan will not reduce the principal outstanding on your line. Under both options (b) and (c), during the Draw Period the minimum payment may not fully repay the principal that is outstanding on your line.

HOW YOU REPAY YOUR LOANS - REPAYMENT PERIOD: In addition to the payment due under your fixed rate option, if any, on or before each payment date during the repayment period, you agree to make a minimum payment to reduce your debt. The minimum payment amount is the greater of $100.00, or the amount of the accrued finance charges plus 0.83333% of the principal loan balance on the last day of the Draw Period.

ADDITIONAL REPAYMENT TERMS: If your loan account balance on a payment date is less than the minimum payment amount, you must pay only the loan account balance.

You can pay off all or part of what you owe at any time. However, so long as you owe any amount you must continue to make your periodic minimum payment.

The amounts you pay will be applied first to credit insurance premiums that are due (if any), then to any finance charges that are due, then to principal, and finally to any other charges that you owe. If the minimum payment amount is not met, the payment will be applied equally to any principal owed on the locked loan(s) and to the Line of Credit.

FINAL PAYMENT: At the end of the repayment period listed in this agreement, you must pay the amount of any remaining loan account balance outstanding. The minimum payments may not be sufficient to fully repay the principal that is outstanding on your line. If they are not, you will be required to pay the entire outstanding balance in a single balloon payment.

We are not obligated to refinance your loan at that time, but will consider your request to do so. If you refinance this account at maturity, you may have to pay some or all of the closing costs normally associated with a new loan even if you obtain financing from us.

NEGATIVE AMORTIZATION: In the event that the minimum payment (described in this agreement) does not equal or exceed the amount of any credit insurance premiums and accrued finance charges, the unpaid portion will be carried over to subsequent billing periods and payments made for those periods will first be applied to the carryover amount, then to the current billing cycle fees, charges and principal. This is called negative amortization. Negative amortization will increase the amount you owe us and reduce the equity in your home.

AUTOMATIC WITHDRAWAL: You authorize us to automatically withdraw your payment from your Transaction Account on each payment date. If your loan account balance is less than the minimum payment amount, we will withdraw only the amount necessary to reduce your loan account balance to zero. If you choose automatic payments, the payments may end because there is not enough money in the deposit account to cover the minimum payment. They may also end if the account is closed, or if you cancel the automatic payments.

You ☐ do ☒ do not want Automatic Withdrawal.

Account number for automatic payment: _____

X _____ Signature X _____ Signature

FIVE STAR PERSONAL BANKING PACKAGE PREFERRED RATE: A preferred interest rate and annual percentage rate is available if you have a Five Star Personal Banking Package with a U.S. Bank checking account. If you terminate all or part of the package, or no longer qualify for the package, your interest rate and annual percentage rate will be increased within 30 days if eligibility is not restored. This increase will be in the amount of 0.25% if you close the U.S. Bank Checking account and 0.25% if you terminate the U.S. Bank Five Star Package. (Your "margin" that is, the amount added to the base rate to get to your interest rate, will be increased by this amount if you lose this preference).

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SECURITY: We have secured your obligations under this plan by taking a security interest (by way of a separate security agreement, mortgage or other instrument) in the following property, described by item or type:

4254 ROLLINGSTONE DR

LAS VEGAS,NV 89103

Collateral securing other loans you may have with us may also secure this loan.

Property Insurance is required. You may buy property insurance from anyone you want who is acceptable to us. You are not required to purchase insurance from us (this Bank), or any affiliated insurance agency. Insurance is available through other agents and your choice of insurance provider will not affect our (this Bank's) credit decision or any credit terms in any way.

ASSUMPTION: Someone buying your house cannot assume the remainder of the mortgage on the original terms.

CREDIT INSURANCE: Credit life, credit accident and sickness (disability) insurance coverage quoted below, are not required to obtain credit and we will not provide them unless you sign and agree to pay the additional premium. If you want such insurance, we will obtain it for you (if you qualify for coverage). Your signature(s) below means you want the coverage(s) signed for, and ONLY those coverage(s). The rates (per $100) listed below are applied to the outstanding balance of your credit line plus any outstanding locked balance to determine the premium you owe for one billing cycle.

CREDIT LIFE:

☐ Single: Premium: $ _____ Birthdate _____

Insured: _____

X _____ Date _____

☐ Joint: Premium: $ _____ Birthdate _____

1st Insured: _____

X _____ Date _____

2nd Insured: _____ Birthdate _____

X _____ Date _____

CREDIT DISABILITY:

☐ Single: Premium: $ _____ Birthdate _____

Insured: _____

X _____ Date _____

NONE: YOU do NOT desire credit insurance of any kind on this account. (All borrowers/debtors sign below)

X Bruce Edward Date 9/3/09

X _____ Date _____

SECURITY INTEREST IN DEPOSIT ACCOUNTS AT U.S. BANK, N.A.

Governing law: For purposes of this security interest, we agree that the law of the state of North Dakota will control as to the creation, perfection, and effect of perfection of the interest granted in this paragraph. (Technically speaking, we are agreeing that North Dakota is your jurisdiction, as provided in N.D. Stat. § 41-9-26.)

Grant: You grant to us a security interest in any and all deposit accounts (demand, time, savings, passbook, and specifically including but not limited to any certificated time accounts) you currently have or hereafter create with U.S. Bank, N.A. (our affiliate).

Exception: This grant does not apply to accounts that constitute a part of any qualified retirement plan (such as an Individual Retirement Account), any retail repurchase agreement, or any account where your only right is clearly and solely in a representative capacity.

Secures: This security interest secures the payment of this debt and any other debt you may owe us, now or hereafter.

Usage: You give us the right to direct the U.S. Bank, N.A. to restrict or prohibit further withdrawals from your accounts, and to comply with our instructions directing disposition of funds in your accounts, including but not limited to, the right to apply such funds toward payment of the secured debts. While we have the right to do this at any time, and without notice, it is our present intention to exercise these rights only in the event of your defaults on this or any other secured obligation, and to provide notice to you.

U.S. Bank, N.A. agrees to comply with our instructions for disposition of funds in your accounts without first obtaining your consent (other than the consent contained and expressed in this agreement).

You understand that U.S. Bank, N.A. is our affiliate.

Setoff: You also acknowledge that U.S. Bank, N.A. has a right of setoff in the event you owe money to U.S. Bank, N.A. This right of setoff, in the event of a conflict with the security interest granted here, will be subordinate to this security interest.

Priority: The residence that secures this loan is the primary security. The security interest granted herein (in deposit accounts) will be resorted to only in the event of a deficiency in the equity of the residence.

CHARGES OTHER THAN YOUR PERIODIC FINANCE CHARGES ("OTHER CHARGES"): You agree to pay the following additional charges:

- **Annual Fee:** A non-refundable annual fee of $ 90.00 ; For plans with an annual fee, we waive this fee for the first year of a plan and we charge the fee to the account on the first anniversary of the plan and each year thereafter, including the repayment period.
- **Prepayment Penalty:** A prepayment penalty of 1% of the Line of Credit (with a minimum of $250 and a maximum of $600) if you prepay in full and close this Line of Credit within 3 years from today's date.
- **Cash Advance Fee:** 2% of each cash advance using a VISA Gold Card issued on this account. The minimum fee for each advance is $1.60. The maximum is $10.00.
- **Late Charge:** If any payment is not made within 6 days after its due date, you agree to pay a late payment fee of $29.00.
- **Stop Payment:** If you issue a stop payment order on any check written against the Account, you will pay us a fee of $25.00.
- **Returned Payment:** If you pay us with a check or an ACH payment which is returned to us unpaid by the payor, you agree to pay us a returned check fee of $25.00.
- **Overline Fee:** If you borrow an amount against the Account in excess of your Line of Credit, you agree to pay us an Overline fee of $25.00. This fee will apply each day we pay an advance and you are over your credit line at the end of that day.
- **Returned Advance Request:** If we return any checks that would, if paid, cause you to exceed your Line of Credit, you agree to pay us a Returned Advance Request fee of $25.00 per check.

Points	$ _____ ;
Origination Fee	$ _____ ;
Appraisal	$ _____ ;
Official Fees	$ _____ ;
Title Insurance	$ _____ ;
Title Search	$ _____ ;
Flood Zone Search	$ _____ ;
Broker Fee	$ _____ ;
Document Preparation Fee	$ _____ ;
Title Service Fee	$ _____ ;
_____	$ _____ ;
_____	$ _____ ;
_____	$ _____ .

COSTS OF COLLECTION: You agree to pay the costs we incur to collect this debt and realize on any collateral in the event of your default.

In the event of your bankruptcy, and without regard to your state of residence, these costs will include your reasonable attorney's fees for an attorney who is not our salaried employee in the bankruptcy proceedings.

The following additional fees and issues will depend on whether we have to collect this loan in a listed state:

In Alabama if the unpaid balance is more than $300, these costs will include our reasonable attorney's fees (for an attorney who is not our salaried employee) if it is necessary to bring suit, up to 15% of the amount due and payable under this note.

In Arizona, California, Illinois, Kentucky, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Montana, Nevada, New Mexico, Oregon, Pennsylvania, Rhode Island, South Dakota, Tennessee, Utah, Vermont, Virginia, and Washington these costs will include our reasonable attorney's fees (for an attorney who is not our salaried employee).

In Arkansas these costs will include our reasonable attorney's fees (for an attorney who is not our salaried employee) not to exceed 10% of the amount of principal and accrued interest.

In Colorado, North Carolina, and South Carolina these costs will include our reasonable attorney's fees (for an attorney who is not our salaried employee) not to exceed 15% of the unpaid debt after default.

In Delaware, these costs will include costs of alternative dispute resolution, or other collection costs actually incurred by us should you be in default, including reasonable attorney's fees when the attorney is not a regularly salaried employee of ours, and including fees and charges of collection agencies.

In Florida these costs will include reasonable attorney's fees that we incur in legal proceedings to collect or enforce this debt should you be in default.

In Georgia, these costs include attorney's fees of 15% of the principal and interest then owed. You waive and renounce any exemption you may be entitled to under Georgia law as to any property that secures this debt. You assign any such exemption to us.

In Idaho these costs will include our reasonable attorney's fees (for an attorney who is not our salaried employee). This provision for attorney's fees does not apply if this loan is a consumer loan with a principal amount of $1,000.00 or less.

In Indiana, these costs will include our reasonable attorney's fees (for an attorney who is not our salaried employee); and in any collection efforts, you waive any relief you might be entitled to from evaluation and appraisement.

In Iowa, if the credit limit is greater than $25,000 then these costs include our reasonable attorney's fees to collect this note, including such fees on appeal.

In Louisiana, these costs include our reasonable attorney's fees not to exceed 25% of the unpaid debt after default and referral to an attorney for collection.

In Maine, Nebraska, North Dakota, Ohio and West Virginia these costs will not include attorney's fees.

In Kansas these costs will include our reasonable attorney's fees or collection agency fees, up to 15% of the unpaid amount due and payable under this note. We are entitled to the collection of attorneys' fees or collection agency fees, but not both. This provision is applicable only if collection is handled by someone other than a salaried employee of ours.

In Missouri these costs will include our reasonable attorney's fees (for an attorney who is not our salaried employee) if it is necessary to bring suit up to 15% of the amount due and payable under this note.

In New Hampshire, this includes our reasonable attorneys' fees. If you successfully assert a partial defense or set-off, recoupment or counterclaim to an action we bring, the court may reduce the amount of attorneys' fees that we may recover from you. If you prevail in an action or defense against us, you may recover the amount of your reasonable attorney's fees.

In Oklahoma these costs will include our reasonable attorney's fees (for an attorney who is not our salaried employee) not to exceed 15% of the unpaid debt after default; this provision for attorney's fee does not apply to certain supervised loans as provided in Okla. Statutes 14A § 3-514.

In no state or event do we intend to claim or collect attorney's fees in circumstances when we are not entitled to do so.

CHANGING THE TERMS OF THIS AGREEMENT: Generally, we may not change the terms of this agreement. However, we may change the terms in the following circumstances:

- If this is a variable rate plan, we may change the index and margin if the original index described in this agreement becomes unavailable. Any new index will have a historical movement similar to the original, and, together with a new margin, will produce a similar interest rate.
- We may make changes that you have agreed to in writing.
- We may make changes that unequivocally benefit you.

If we are required to send notice of a change in terms, we will send the notice to your address listed in this agreement. (You should inform us of any change in address.)

DEFAULT: You will be in default on this agreement if any of the following occur:

(1) You engage in fraud or material misrepresentation, by your actions or failure to act, in connection with any phase of this home equity Line of Credit (except in Iowa, Missouri, and Kansas, though such fraud may cause or contribute to a default under paragraph 3 of this section);

(2) Subject to any right to cure you may have, if any, you do not meet the repayment terms or otherwise fail to perform any obligation under this Agreement or any other agreement you have with us (in Iowa, this means, as to payments, failure to make a payment within 10 days of when it is due.);

(3) Your action or inaction adversely affects the collateral or our rights in the collateral, including but not limited to: (a) failure to maintain required insurance on the dwelling; (b) your transfer of the property; (c) failure to maintain the property or use of it in a destructive manner; (d) commission of waste; (e) failure to pay taxes on the property or otherwise fail to act and thereby cause a lien to be filed against the property that is senior to our lien; (f) death; (g) the property is taken through eminent domain; (h) a judgment is filed against you and subjects you and the property to action that adversely affects our interest; or (i) a prior lien holder forecloses on the property and as a result, our interest is adversely affected.

(4) You become an Executive Officer of Bank or a related company.

COLLATERAL PROTECTION INSURANCE: Unless you provide us with evidence of the insurance coverage required by your agreement with us, we may purchase insurance at your expense to protect our interests in your collateral. This insurance may, but need not, protect your interests. The coverage that we purchase may not pay any claim that you make or any claim that is made against you in connection with the collateral. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained insurance as required by our agreement. If we purchase insurance for the collateral, you will be responsible for the costs of that insurance, including interest and any other charges we may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to your total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance you may be able to obtain on your own.

CASH ADVANCES: Cash advances may be obtained with your VISA® CARD at most FastBANK®, PLUS® SYSTEM, and UBANK® automated teller (ATM) locations. ATM transactions for your card are limited to $1,000.00 per day. Cash advances are also limited by your Credit limit. Each ATM has a minimum withdrawal amount. Cash advances from a teller must be at least $50.00. See the "EXPANDED ACCOUNT ACCESS" section about other cash advances.

LIMITS ON LIABILITY FOR VISA® CARD: Unless you have been grossly negligent or engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen card.

REMEDIES: The exercise of our remedies is subject to (a) any cure, reinstatement and redemption rights you may have; and (b) any notice of such rights to which you are entitled, as provided by state law. We will provide these rights, and notice of them, as required.

We may terminate your account, require you to pay the entire outstanding balance in one payment and charge you fees related to the collection of the amount owing, if you are in default in any manner described above. In that instance, we may take other action short of termination, such as charging you a fee if you fail to maintain required property insurance and we purchase insurance.

In the event that we terminate your account, we will send you notice of our decision at the address listed on the front of this agreement. (You should inform us of any change in your address.)

Even if we choose not to use one of our remedies when you default, we do not forfeit our right to do so if you default again. If we do not use a remedy when you default, we can still consider your actions as a default in the future.

SUSPENSION OF CREDIT AND REDUCTION OF CREDIT LIMIT: We may temporarily prohibit you from obtaining additional extensions of credit, or reduce your credit limit if:

(1) The value of the dwelling securing this home equity Line of Credit declines significantly below its appraised value for purposes of this line;

(2) We reasonably believe you will not be able to meet the repayment requirements due to a material change in your financial circumstances;

(3) You are in default of a material obligation of this agreement, which shall include, but is not limited to, your ongoing obligation to supply us with information we feel we need to assess your financial condition;

(4) A governmental action prevents us from imposing the annual percentage rate provided for in this agreement;

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(5) The action of a governmental body adversely affects our security interest to the extent that the value of the security interest is less than 120% of the home equity line;
(6) The annual percentage rate corresponding to the periodic rate reaches the maximum rate allowed under this plan (if provided for in this agreement);
(7) A regulatory agency has notified us that continued advances would constitute an unsafe business practice; or
(8) After a payment has been made, we reserve the right to withhold available advances in the amount of the principal portion of the payment up to 7 business days from the date we receive the payment. Any credit available before the payment is received will continue to be available for advances during this time.

In the event that we suspend your right to additional advances or reduce your credit line, we will send you notice of our decision at the address listed in this agreement. (You should inform us of any change in your address.) If we have based our decision to suspend or reduce your credit privileges on an assessment of your financial condition or performance under this plan, and you believe that your situation has changed, you must request that we re-evaluate your situation, and reinstate your credit privileges.

JOINT ACCOUNTS: If this is a joint account, each of you will be jointly and severally liable for all amounts due under the account. Upon request by either party to the Account or upon receipt of inconsistent instructions, we may, at our option and without notice to the other party, follow the instructions of either party, honor any Check, refuse to pay any Check, or refuse any other request with respect to the Account.

CREDIT INFORMATION: You agree to supply us with whatever information we reasonably feel we need to decide whether to continue this plan. We agree to make requests for this information without undue frequency, and to give you reasonable time in which to supply the information.

You authorize us to make or have made any credit inquiries we feel are necessary. You also authorize the persons or agencies to whom we make these inquiries to supply us with the information we request.

YOUR BILLING RIGHTS
KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us in Case of Errors or Questions About Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your bill automatically from your savings, checking or other account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

Your Rights and Our Responsibilities After We Receive Your Written Notice

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first $50 of the questioned amount, even if your bill was correct.

Special Rule for Credit Card Purchases: If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right:

(a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and
(b) The purchase price must have been more than $50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

EXPANDED ACCOUNT ACCESS

This is to advise you that, with U.S. Bank, N.A. and its affiliates:

- Any card or PIN issued to or selected by you under this agreement will access multiple checking, savings, Line of Credit and credit card account(s) in your name at Bank or any of its affiliates; and
- Your Account under this agreement may be accessed by any card(s) or PIN(s) that you have selected or that has been issued to you or may in the future be selected by you or issued to you by Bank or any of its affiliates.

"Access" means use of a card or account number and PIN to conduct a transaction or obtain information at ATMs or via telephone, personal computer banking, or any other available method. There are no additional fees or charges for multiple account access. The fees and terms disclosed for each account apply. You understand that at UBank ATMs this multiple account access may be available for up to five checking, five savings, and five Line of Credit or credit card accounts. At other ATMs and with other methods of access, other limitations may apply.

You can, if you wish change this access and restrict the accounts that may be accessed by your card code or pin number.

ARBITRATION: You agree that if a dispute of any kind arises out of this agreement, either you or we can choose to have that dispute resolved by binding arbitration. If arbitration is chosen by any party, neither you nor we will have the right to litigate that claim in court or to have a jury trial on that claim, or to engage in pre-arbitration discovery, except as provided for in the arbitration rules. In addition, you will not have the right to participate as a representative or member of any class of claimants pertaining to any claim subject to arbitration. The Arbitrator's decision will generally be final and binding. Other rights that you would have if you want to court may also not be available in arbitration. It is important that you read this entire Arbitration Provision carefully before accepting the terms of this agreement. Any claim, dispute or controversy (whether in contract, regulatory, tort, or otherwise, whether pre-existing, present or future and including constitutional, statutory, common law, intentional tort and equitable claims) arising from or relating to (a) the credit or services offered or provided to you, (b) the actions of you, us or third parties or (c) the validity of this arbitration provision (individually and collectively, a "Claim") must, after an election by you or us, be resolved by binding arbitration in accordance with this arbitration provision and the Commercial Arbitration Rules of the American Arbitration Association ("AAA") in effect when the Claim is filed (or, in the event the arbitrator or these arbitration rules are no longer available, then a comparable substitute arbitration procedure and/or arbitration organization that does business on a nationwide basis). There shall be no authority for any Claims to be arbitrated on a class action basis. An arbitrator can only decide our or your Claim and may not consolidate or join the claims of other persons who may have similar claims. You may obtain rules and forms by calling the AAA at 800-778-7879. Any arbitration hearing that you attend will take place in the federal judicial district where you reside. At your request, we will advance the first $250 of the filing and hearing fees for any Claim you may file against us; the arbitrator will decide whether we or you will ultimately pay those fees. The arbitrator shall apply applicable substantive law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction. This Arbitration Provision shall survive repayment of your extension of credit and termination of this account. This arbitration provision shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1, *et seq.* If any provision of this Section is ruled invalid or unenforceable, this Section shall be rendered null and void in its entirety.

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To Residents of Missouri specifically, and residents of other states generally.

Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect you (borrower(s)) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

This note is a "transferable record" as defined in applicable law relating to electronic transactions. Therefore, the holder of this note may, on behalf of the maker of this note, create a microfilm or optical disk or other electronic image of this note that is an authoritative copy as defined in such law. The holder of this note may store the authoritative copy of such note in its electronic form and then destroy the paper original as part of the holder's normal business practices. The holder, on its own behalf, may control and transfer such authoritative copy as permitted by such law.

SIGNATURES: By signing below, you understand we are a national banking association located in North Dakota and the interest rate and related charges are pursuant to the law of North Dakota and federal law. The law of the state where you are located and of the state where the property is located may apply to other issues. In addition, you agree to the terms on all pages of this agreement and you promise to pay any amounts you owe under this agreement. You also state that you received a completed copy of the agreement on today's date.

CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

Signature George R Edwards

Signature _____

By _____

AUTHENTICATION BY U.S. BANK, N.A.:
U.S. Bank, N.A. affiliate of and agent for the lender on this loan, acknowledges and agrees to the control agreement contained in the Security Interest in deposit accounts, and the subordination of its right of setoff to this security interest if and to the extent of a conflict. This is intended as an authentication.
U.S. BANK, N.A.

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EXHIBIT 2

(8)

20090326-0003747

Fee: $21.00
N/C Fee: $25.00

03/26/2009 16:35:04
T20090104864
Requestor:
US RECORDINGS INC

Debbie Conway STN
Clark County Recorder Pgs: 8

Prepared By:
Southwest Financial Services, Ltd.
537 E Pete Rose Way, STE 300
Cincinnati, OH 45202

Return To (name and address):
US Recordings
2925 Country Drive STE 201
St. Paul, MN 55117

Assessor's Parcel Number: 163-24-111-021,EN

State of Nevada ..... Space Above This Line For Recording Data

75536829-NEC
34628

DEED OF TRUST
(With Future Advance Clause)

☐ Master Mortgage

Recorded By .....

By .....

By .....
(Signature) (Date)

1. **DATE AND PARTIES.** The date of this Deed of Trust (Security Instrument) is ...03/03/2009... ..... . The parties and their addresses are:

GRANTOR:
GEORGE R. EDWARDS, UNMARRIED

163-24-111-021,ENTIRE PROPERTY

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

TRUSTEE:
U.S. Bank Trust Company, National Association,
a national banking association organized under the laws of the United States
111 SW Fifth Avenue
Portland, OR 97204

LENDER:
U.S. Bank National Association ND,
a national banking association organized under the laws of the United States
4325 17th Avenue SW
Fargo, ND 58103

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

The property is located in ..CLARK COUNTY..... at .....
(County)
4254 ROLLINGSTONE DR ,LAS VEGAS....., Nevada ..89103-3407...
(Address) (City) (ZIP Code)

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

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed $ ...50,000.00..... . This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:

A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. *(You must specifically identify the debt(s) secured and you should include the final maturity date of such debt(s).)*
Borrower(s): GEORGE R. EDWARDS
Principal/Maximum Line Amount: 50,000.00
Maturity Date: 03/02/2034
Note Date: 03/03/2009

B. All future advances from Lender to Grantor or other future obligations of Grantor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Grantor in favor of Lender after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Grantor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Grantor, or any one or more Grantor and others. **Future advances are contemplated and are governed by the provisions of NRS 106.300 to 106.400, inclusive.** All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.

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C. All other obligations Grantor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Grantor and Lender.

D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in Grantor's principal dwelling that is created by this Security Instrument.

5. **DEED OF TRUST COVENANTS.** Grantor agrees that the covenants in this section are material obligations under the Secured Debt and this Security Instrument. If Grantor breaches any covenant in this section, Lender may refuse to make additional extensions of credit and reduce the credit limit. By not exercising either remedy on Grantor's breach, Lender does not waive Lender's right to later consider the event a breach if it happens again.

Payments. Grantor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.

Prior Security Interests. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Grantor agrees to make all payments when due and to perform or comply with all covenants. Grantor also agrees not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written approval.

Claims Against Title. Grantor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Grantor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Grantor's payment. Grantor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Grantor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Grantor may have against parties who supply labor or materials to maintain or improve the Property.

Property Condition, Alterations and Inspection. Grantor will keep the Property in good condition and make all repairs that are reasonably necessary. Grantor shall not commit or allow any waste, impairment, or deterioration of the Property. Grantor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Grantor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Grantor will notify Lender of all demands, proceedings, claims, and actions against Grantor, and of any loss or damage to the Property.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Grantor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Grantor will in no way rely on Lender's inspection.

Authority to Perform. If Grantor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Grantor appoints Lender as attorney in fact to sign Grantor's name or pay any amount necessary for performance. Lender's right to perform for Grantor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument.

Leaseholds; Condominiums; Planned Unit Developments. Grantor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Grantor will perform all of Grantor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

Condemnation. Grantor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Grantor authorizes Lender to intervene in Grantor's name in any of the above described actions or claims. Grantor assigns to Lender the proceeds of any

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award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

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

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

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

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

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

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

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

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

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

Property. Any action or inaction by the Borrower or Grantor occurs that adversely affects the Property or Lender's rights in the Property. This includes, but is not limited to, the following: (a) Grantor fails to maintain required insurance on the Property; (b) Grantor transfers the Property; (c) Grantor commits waste or otherwise destructively uses or fails to maintain the Property such that the action or inaction adversely affects Lender's security; (d) Grantor fails to pay taxes on the Property or otherwise fails to act and thereby causes a lien to be filed against the Property that is senior to the lien of this Security Instrument; (e) a sole Grantor dies; (f) if more than one Grantor, any Grantor dies and Lender's security is adversely affected; (g) the Property is taken through eminent domain; (h) a judgment is filed against Grantor and subjects Grantor and the Property to action that adversely affects Lender's interest, or (i) a prior lienholder forecloses on the Property and as a result, Lender's interest is adversely affected.

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

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

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

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

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

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

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

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

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Grantor represents, warrants and agrees that:

A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.

B. Except as previously disclosed and acknowledged in writing to Lender, Grantor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.

C. Grantor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Grantor shall take all necessary remedial action in accordance with any Environmental Law.

D. Grantor shall immediately notify Lender in writing as soon as Grantor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.

12. **ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Grantor will not be required to pay to Lender funds for taxes and insurance in escrow.

13. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Grantor signs this Security Instrument but does not sign an evidence of debt, Grantor does so only to mortgage Grantor's interest in the Property to secure payment of the Secured Debt and Grantor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Grantor, Grantor agrees to waive any rights that may prevent Lender from bringing any action or claim against Grantor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Grantor and Lender.

14. **SEVERABILITY; INTERPRETATION.** This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.

15. **SUCCESSOR TRUSTEE.** Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee without any other formality than the designation in writing. The successor trustee, without conveyance of the Property, shall succeed to all the title, power and duties conferred upon Trustee by this Security Instrument and applicable law.

16. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one grantor will be deemed to be notice to all grantors.

17. **WAIVERS.** Except to the extent prohibited by law, Grantor waives all appraisement and homestead exemption rights relating to the Property.

18. **LINE OF CREDIT.** The Secured Debt includes a revolving line of credit. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.

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19. **APPLICABLE LAW.** This Security Instrument is governed by the laws as agreed to in the Secured Debt, except to the extent required by the laws of the jurisdiction where the Property is located, and applicable federal laws and regulations.

20. **RIDERS.** The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument.
[Check all applicable boxes]
☐ Assignment of Leases and Rents ☐ Other .....

21. ☐ **ADDITIONAL TERMS.**

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

George R Edwards 3/3/09 .....
(Signature) GEORGE R. EDWARDS (Date) (Signature) (Date)

ACKNOWLEDGMENT:
STATE OF Nevada, COUNTY OF Clark
This instrument was acknowledged before me this 4th day of March, 2009
(Individual) by GEORGE R. EDWARDS, UNMARRIED
My commission expires: Sept. 19, 2012

Debra A. Grusman
(Notary Public)

Customer Service Manager
(Title and Rank)

DEBRA A. GRUSMAN
Notary Public, State of Nevada
Appointment No. 08-6004-1
My Appt. Expires Sep 19, 2012

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EDWARD APPENDIX 971

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That looks like a copy of the same thing as A&K number 10; is that correct?
A Correct.
Q Okay.
MS. MIKRUT: You mean number 8.
MR. BECKOM: I'm sorry. A&K number 8. Thank you.
THE WITNESS: Correct.
MR. BECKOM: You're supposed to object to form.
MS. MIKRUT: That didn't have to be on the record.
MR. BECKOM: No. That's fair.
THE WITNESS: And the accompanying five-page ledger, A&K10 through 15, you can see that -- I'm sorry -- 10 through 14. You see the handwritten "Intent." There is also our trustee sale number or our HO number. That's our internal fingerprint of the property, "24230." So this ledger would have been what we received when we opened the file.
BY MR. BECKOM:
Q So the HOA sends you this ledger?
A Correct.
Q Okay. Now, it says that $1,855 was due as of November 3rd, but in your ledger it shows that -- It looks like it says -- On A&K14 it says $1,310 was due.

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And it looks like they added in another $130 for a November 2011 assessment for a total of $1,440. Can we agree on that point?
A Yes.
Q Where does the $1,855 number come from then --
A It is the --
Q -- as shown in Exhibit A&K9?
A It is the $1,440 amount plus the intent to lien fee that's charged by our law firm. I believe it was either a hundred -- I don't know what it was back in 2010, but it is I believe $150. And then there is the third fee which would be the management company audit fee, which is currently set statutorily at $200. That is a fee that goes to the management company for the work done when a file is turned over to collections. I don't know what this management company charged in 2010, but it would be the sum of those three numbers.
Q Understood. Let's go on to A&K number 15.
A So this --
Q Can you tell me what it is we are looking at?
A This is a lien letter dated December 20, 2010. It shows that it was -- It's got a certified mail receipt copied to the cover of it. And this is a cover letter that we mailed to the delinquent homeowner after the expiration of the due date pursuant to the Notice of

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Intent to Lien informing the homeowner that a lien is being placed on the property.
This Notice is mailed certified and regular mail, again, to the homeowner only. Again, the reason for that is that that is what our Nevada attorneys feel is consistent with the statute as well as the association's governing documents and collection policy.
Q Okay. Let's go on to A&K number 17.
A So A&K number 17 is a Pre-Notice of Default. This is sort of a last warning to the homeowner prior to a Notice of Default being recorded. We warn them that the next step involves substantial additional charges and if they hope to avoid those charges, they need to contact our office to bring the account current. This notice is mailed to the delinquent homeowner only and it is mailed regular mail.
Q Did you hear any response from the Edwards George R. Trust in response to that?
A So I'm looking at A&K1, our online status report. I note that there is an entry December 20, 2010, "No contact from property owner," same entry February 2nd, 2011. So it does not appear that we received any communication from the delinquent homeowner.
Q And so what's the next step in your process after you send this Pre-Notice of Default letter?

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A The next step in the process is the Notice of -- If we are not -- If the homeowner does not contact us, the next step in the process is the recording of a Notice of Default.
Q Is it fair to say -- All of these documents you produced to us, are they in chronological order?
A It looks like it.
Q Okay. So this next one here, it looks like A&K18 through 22. What is it that we are looking at?
A So 18 is a copy of the title report that we order from in this case First American Title. As you can see on A&K19, there is a list of encumbrances that show -- The document shows that U.S. Bank has a mortgage on the property dated March 26, 2009 in the amount of $50,000 as well as a claim of lien by Republic Services.
The document also shows the lien that was recorded by our office on behalf of Glenview West on January 4th. This document is a document that we use to obtain the parties that we mail the Notice of Default to. Those parties include Republic Services in this case as well as the first mortgage holder and the delinquent homeowner.
Q Okay. So this is what you use to determine who you mail to, correct?
A Correct.

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Docket 74575 Document 2018-13055

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Q Okay. A&K number 23, this looks like another printout of the Assessor's Web site. Why would this be in your file at this juncture?

A **It looks like the legal assistant checked the parcel record again to confirm ownership. It looks like they also, as I stated earlier in my testimony, did pull the Deed of -- the Deed of Trust. That's A&K26 through -- This goes on for several pages. There is also a copy of the Notice of Default on A&K46 showing that the Notice of Default was recorded March 29th, 2011.**

Behind the Notice of Default on A&K47 are copies of the Notice having been mailed to Republic Services as well as the Law Office of A.J. Kun, K-u-n, Kun. A&K44 shows that the -- So A&K44 gives a list of the parties that the Notice of Default was mailed to. The first party being the delinquent homeowner. The Notice of Default was mailed to the delinquent homeowner via certified mail and then to all other parties via regular mail.

Q Who is Robert Hazel? It's on A&K44.

A **That's a good question. You can see that there is on A&K34 a quitclaim deed requested by Robert Hazel. And it gives an address in Fontana, California.**

Q Understood. And where do you get these addresses to perform your mailings from?

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A **From both our search of the public records -- We have an in-house title researcher primarily -- and also from the report that we get, the title report that we get from in this case First American Title.**

Q Fair enough. I'm going to go back to A&K26.

A **Yes.**

Q There is an address on here that says, "Prepared by: Southwest Financial Services, Ltd., 537 East Pete Rose Way, Suite 300, Cincinnati, Ohio 45202."

Do you see what I'm referring to?

A **Give me a second. Yes.**

Q Now I'm going to go back, flip back to A&K number 44. I'm not seeing that address listed on your mailings. Can we agree on that point?

A **Correct.**

Q Is there a reason why you did not mail the Notice of Default to Southwest Financial Services?

A **Our Nevada counsel felt that by mailing to U.S. Recordings, the entity shown just below Southwest Financial Services on that same Deed of Trust cover page, was sufficient to meet the requirements of NRS 116. And that address is U.S. Recordings, 2925 Country Drive, Suite 201, St. Paul, Minnesota 55117.**

Q So you would have had an attorney make the determination about who should have received notice and mailings and all that other good stuff?

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A **In the end that is who would be responsible. I don't know that that is who made the determination on this file. I don't have any specific knowledge of how that determination was made. But an attorney does review the -- all the foreclosure files prior to the properties going to sale. And one of the important aspects of our Nevada counsel's review of each file is that the mailings were done properly.**

Q Understood. I'm going to go back to A&K number 26.

A **Yes.**

Q I would like you to go down to the bottom of the page under where it says "Lender." It says, "U.S. Bank National Association ND, a national banking association organized under the laws of the United States, 4325 17th Avenue Southwest, Fargo, North Dakota 58103."

Do you see what I'm referring to?

A **Yes.**

Q Now, flipping back to A&K number 44, can we agree that no Notice and that there is not a mailing address listed for U.S. Bank National Association in Fargo, North Dakota?

A **I do see that address listed on A&K50 and --**

Q Well, let's stick with A&K44. So no -- So the Notice of Default was not mailed to the address for the lender. Can we agree on that?

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A **It does -- It appears that the Notice of Default was not mailed to U.S. Bank National Association ND at their Fargo, North Dakota address. It does, however, appear that the Notice of Trustee's Sale was mailed to that address.**

Q Well, we will get to the Notice of Trustee's Sale in just a second.

And then can we also agree that the Notice of -- Now, do you see where it says "Trustee" and it says, "U.S Bank Trust Company, National Association, a national banking association organized under the laws of the United States"? It says, "111 Southwest 5th Avenue, Portland, Oregon 97204."

Do you see what I'm talking about on A&K26?

A **Yes. And it does not, to answer your next question, appear that the Notice of Default was mailed to that address either.**

Q Is A&K required to mail the Notice of Default to the lender under a Deed of Trust?

A **Our Nevada counsel analysis of this foreclosure was must have been that by mailing to U.S. Recordings, that was sufficient to give notice to the lender in this case.**

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Q Do you have any reason to believe that U.S. Recordings and U.S. Bank are the same entity?
A **I have no idea. I have no reason to believe -- believe either way. They have different addresses.**
Q As you review this, is it your opinion -- Well, I guess let me go back a little bit.
You do a lot of -- Alessi & Koenig does a lot of HOA foreclosure work; is that correct?
A **Yes.**
Q And you have a lot of experience in this field of HOA foreclosures; is that correct?
A **Yes.**
Q In your opinion then do you think it was -- In your opinion do you think it was correct to not mail the Notice of Default to the lender in Fargo, North Dakota?
A **I don't know. I would defer to a judicial body to answer that question. I don't know -- I can testify that our Nevada counsel felt that it was -- that it was correct to mail the Notices the way they were mailed. I would imagine that it would depend on what court you were in.**
Q If you were to conduct a foreclosure today, Alessi & Koenig, would you allow a foreclosure to go forward if a Notice of Default had not been mailed to the lender at their address?

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A **That would be a question that I would defer to our Nevada counsel. I would not be the one to make that call. I believe that the statutes are much different now than they were back in 2010. In 2015 there were amendments to the statute changing the requirements for mailing. I believe that the banks are required to list their addresses on a specific Web site.**
So I don't know that the answer now would be the same as it was back in 2010. In any event I wouldn't be the one at my office making that call. I don't know if the mailing of the Notice of Default to the entity listed on the Deed of Trust, that the document is to be returned to, is sufficient to constitute notice to the lender. I don't know the answer to that question.
Q Does Alessi & Koenig typically mail Notices of Default to lenders?
A **Well, as I said earlier, you know, the Notice of Trustee's Sale was mailed to the lender. I can testify that I wouldn't have minded seeing the Notice of Default mailed to the lender. I just don't know the legal import of it not being mailed to the lender at this time.**
Q I don't think you answered my question. Does Alessi & Koenig as a pattern and practice email -- or mail Notices of Default to the lender?
A **Our current policy, as I said, is not -- I**

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wouldn't think would be the same as it was back in 2010. The laws have changed quite a bit since then in regard to the mailing of the Notice of Default. You know, we are going back six years. And I just don't know what the answer is. I have done, as I said, 110 depositions. I don't know what the import of the NOD being mailed to U.S. Recordings would have on the effect of the foreclosure. I just don't --
Q So Alessi & Koenig as a pattern and practice does not mail the Notice of Default to the lender?
A **Well, I mean, I don't know that you could say that we did not mail the Notice of Default to the lender in this case. That's the whole question, right, whether or not mailing to U.S. Recordings constitutes notice to the lender for purposes of this foreclosure pursuant to this Deed of Trust. I'm sure that our Nevada counsel would argue that we did mail notice to the lender. I'm sure you would argue that we didn't.**
Q I guess another question then. In 2009 was Alessi & Koenig mailing Notices of Default for HOA foreclosures to lenders in general?
A Yes.
Q And we can agree in a yes or no question that U.S. Bank National Association was not mailed the Notice of Default at their Fargo, North Dakota address for this

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property?
A **I would agree with you that they were not mailed the Notice of Default at that Fargo, North Dakota address. I wouldn't go so far as to agree with you that the lender in this foreclosure was not given notice. That would be above my pay grade. I would defer to a court to answer that question.**
MS. MIKRUT: And your answer actually obviates my need for an objection, so thank you.
BY MR. BECKOM:
Q And we can also agree that U.S. Bank Trust Company was not mailed the Notice of Default at their Portland, Oregon address?
A **That's correct. It does not look like they were mailed a Notice of Default at their Portland, Oregon address according to the list on A&K44.**
Q Who is your attorney that reviewed this foreclosure?
A **I don't know. It was, as you know, a long time ago. I did note that Ryan Kerbow signed the Notice of Trustee's Sale, but I don't know that Ryan Kerbow was the one who reviewed the NOD.**
Q How long had Mr. -- So Mr. Kerbow was working for you in 2009?
A **I don't recall. I will say, though, that his**

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signing of the Notice of Trustee's Sale in September of 2011 would indicate that he did review all of the mailings prior to authorizing the sale.

Q And so you believe that Mr. Kerbow most likely reviewed the mailings for the Notice of Default, correct?

A Yes.

Q Okay. Let's move on because I know you're dying to get to that Notice of Sale.

A&K43, what is that that we are looking at?

A I believe this is a ledger that was sent to us by the management company. It does not look -- It's not one of -- It is a ledger sent to us by the management company. It's not one of our documents.

Q Okay. Number 44, which is -- A&K44 is your mailings list for the Notice of Default, correct?

A Yes.

Q And then A&K46, is the Notice of Default you were referring to?

A Yes.

Q Who is Mary Indalecio?

A She was a former legal assistant. She no longer works for the company.

Q Is there any reason why she no longer works for the company?

A Not in particular.

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Q Was she terminated or did she resign?

A That was back in 2011. She was -- I believe she was terminated.

Q What was the reason she was terminated?

A I don't know. She wasn't doing her job adequate.

Q So you had issues with Mary Indalecio --

A Yeah. It was several years later. She wasn't as a legal assistant. She had moved departments. She wouldn't have been the one to make the call on the mailings though.

Q How was she not doing her job correctly?

A She was -- I don't recall. I'm not the one that terminated her. But it wasn't, I can tell you, in any way relevant to this file.

Q Is that you know and you're refusing to testify or that you don't know but you don't think it was relevant to this foreclosure?

A I know that it wasn't relevant to this foreclosure. I wasn't the one that made the call on terminating her. It was not -- It did not have anything to do with her performing as a legal assistant.

Q What did it have to do with?

A I think it was in her performance doing the receivables and payables. But that wasn't my department, so I don't know the specific reasons. But again, it had nothing to do with this file.

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Q But she did have a history of -- I guess was it -- Was Ms. Indalecio not performing according to Alessi & Koenig's policies and procedures and that's why she was terminated or was there some other reason?

A I don't recall the specific reason except to say that it didn't -- it did not pertain to this file.

Q Did you ever have issues with Ms. Indalecio not following the policies and procedures of Alessi & Koenig?

A I'm -- I'm -- I don't -- Not in any manner that was relevant to this file, just in a normal performance type of manner. But there is nothing that I would feel comfortable disclosing as I don't feel it would be relevant to this foreclosure.

Q So you're declining to answer?

A Well, I don't have an answer for you. I can just tell you I prepared for this deposition. I didn't prepare for questions about why an employee might have or might not have been terminated on matters unrelated to preparation of this deposition. So I know in preparation for this deposition, there was nothing that I uncovered that pertained to Ms. Indalecio's termination. That was not part of the scope of what I was called to testify to.

Q But you do have a specific knowledge as to why

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Ms. Indalecio was terminated; do you not?

A No, not one that is -- I would feel -- I'm not prepared to give. It was -- I know -- I can state it was probably four years ago. We have had several dozens of people working at Alessi & Koenig over the years. So the reasons for her termination or not for her termination are just not -- it's not an area that I'm prepared to testify on today.

Q But can you testify?

A No, because I'm -- I wouldn't be able to give you an answer that I would be comfortable with based upon my recollection.

Q So --

A I would have go back and look at the records in her file, see why she was terminated and get a -- You know, I'm just not prepared to answer why this specific employee was terminated, you know, several years ago.

Q I'm going to ask two more questions and we most likely will move on.

So your testimony is you don't remember why Ms. Indalecio was terminated over and above just misconduct?

MS. MIKRUT: I just want to lodge an objection for relevance.

THE WITNESS: Correct.

BY MR. BECKOM:

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Q Is there someone in your organization that would know why Ms. Indalecio was terminated?
MS. MIKRUT: Same objection.
THE WITNESS: I -- I don't know that anybody there would know, but I can find out. It was several years ago. Our Nevada counsel is different than it was when she was terminated. So I would have to do some research.
BY MR. BECKOM:
Q But you know it was for something to do with not doing her job correctly?
A Well, I would imagine. That's why people get terminated. I -- I don't -- Yeah, so I would say yes to that.
Q Okay. Fair enough. I'm going to let you off the hot seat on that one.
A Okay. Thank you.
Q Let's go to A&K number 49. Can you tell me what it is that we are looking at?
A Yes. This is a Notice of Trustee's Sale dated September 16, 2011. Behind it you will find on A&K50 the NOTS list of mailings. Each of these parties on the list were mailed the Notice of Trustee's Sale via certified and regular mail.
Q Okay. Now, on this one -- I know you were dying

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to testify on this. On this one your testimony is that you did mail it to U.S. Bank or at least the -- This is for the Notice of Sale, correct?
A Yes.
Q How do you know that?
A U.S. Bank's address in Portland, Oregon and U.S. Bank's address -- Well, one is U.S. Bank Trust Company in Portland, Oregon and the other U.S. Bank National Association in Fargo, North Dakota. Both of those entities now appear on our list of parties that the Notice was mailed to. So for that reason my testimony is that they were mailed the Notice of Trustee's Sale. And you have -- You can see on the attached A&K51 and 52 copies of the actual certified mail receipt to those entities.
Q Is there any reason why you would have mailed it to -- the Notice of Sale to more people than the Notice of Default?
A Well, the Ombudsman's Office the Notice of Trustee's Sale is required to be mailed to. The Notice of Default is not. Why the U.S. Bank National Association and U.S. Bank Trust Company were mailed the Notice of Trustee's Sale and not the NOD, I don't have any answer for that in the file. I don't see anything in the notes. I don't see anything in the privileged and

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redaction log. I don't see anything in the status report. I don't see anything in the Notices. So I don't know why we mailed the NOTS to those entities and not the NOD.
Q Is this something that you see a lot at Alessi & Koenig where the Notice of Sale is mailed to more people than the Notice of Default?
A Well, we always see that it's mailed to the ombudsman in addition to the parties mailed the Notice of Default. I wouldn't say I see it a lot. There are Assignments of Deeds of Trusts oftentimes in files that I have reviewed. We mail to prior parties in interest as well as current parties in interest. So I have seen where the list for the Notice of Trustee's Sale does contain more entities, but I would not say that it is common.
Q Let me just so I can get my head around it -- So you're always going to see the ombudsman added on the Notice of Trustee's Sale, correct?
A Correct.
Q And then from there, if there is an assignment that has happened between the Notice of Default and the Notice of Trustee's Sale, then that new entity that's taking the assignment would be added on; is that correct?
A Yes.

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Q But it is not common to see such a large discrepancy between the Notice of Trustee's Sale and the Notice of Default as is shown in this file?
A Correct. You see on A&K34 and 35 there is a quitclaim deed. That is somewhat unusual. That quitclaim deed resulted in us adding -- resulting in us adding Robert Hazel to the mailing list. But that is not very common that you see a quitclaim deed in a file.
Q Understood. And then on A&K51, these are certified mail receipts?
A Yes. So we mailed the Notice of Trustee's Sale certified and regular mail to each of these entities as well as the entities on A&K52.
Q What's that stamp on those?
A That is a date stamp. The postman, post office places that stamp -- That's my understanding -- on the certified mail receipt. We don't have that stamp.
Q Now, how do you know if -- How do you know if the Notice of -- Well, how do you know if the certified mail is received? Do you have any record of that?
A We do. If the certified notice is signed for, we retain the green cards in an off site storage facility. My understanding is it's in chronological order. But we have stacks, as you can imagine, of thousands of them. We don't -- We didn't and we -- I

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don't believe we do currently scan those green cards into our program.
Q I see. I'm going to move over to A&K54. It looks like this is a cashier's check from a Robert Hazel to Alessi & Koenig for $700.
Did you receive a cashier's check from Robert Hazel for $700?
A I believe so.
Q Do you know why he paid you $700?
A I believe it was a partial payment. I don't know the specific reason for it. But I was when I went over the file this morning aware of this payment. I was made aware of this payment.
Q Robert Hazel had received a quitclaim deed from the George Edwards Trust at that time, correct?
A Correct.
Q And he attempted to pay you $700, correct?
A I don't --
Q Or did he pay you $700?
A I mean, I see we produced a copy of the cashier's check inasmuch as it was saved into this file. My understanding would be that that would have been a payment from Mr. Hazel to our office November of 2011 for $700.
Q Did you -- Do you have any recollection or is

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there anything in your file discussing any communications with Mr. Hazel?
A I did not see any references in the file to communications with Mr. Hazel other than the copy of the cashier's check that we produced and a copy of the receipt that we produced.
Q Okay. And it looks like going back to A&K1 and 2 that this payment was noted in your system; is that correct?
A I see that there was a progress -- Yes. I see that there was a progress payment out to Glenview West Townhomes on October 26, 2011 for $414.40. My assumption is that that would have been a portion of the $700 that was received and noted on 11-24-2011, a partial payment received, a 10-day waiting period for the funds to clear. So yes, those two entries at the top of A&K02 refer to the $700 payment.
Q And looking at -- It looks like the cashier's check and your receipt is dated November 16 on A&K54. Can we agree on that?
A Yes.
Q Why then on A&K1 and 2 is the partial payment not inputted until eight days later, on November 24th?
A I don't -- I don't know.
Q Do you know if there was any communications with

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Mr. Hazel that the HOA sale would be postponed?
A I do not believe -- I did not see any such communications with Mr. Hazel.
Q Did you agree to postpone the HOA sale in exchange for the $700 cashier's check?
A I don't know that the HOA sale was postponed. Was it? Let's see. The property sold January 25th, 2012. It looks like it was in -- I don't know. It looks like it may have been. The original date of the sale was November 16, 2011. It looks like -- I can see now that the -- Mr. Hazel brought in a check for $700 at that time. I don't know what discussions surrounded that payment. But it does appear that that resulted in the postponement of the sale for a couple of months.
Q Okay. Do you know who would?
A Who would know?
Q Uh-huh.
A We did -- No. Outside of these entries in the status report, I doubt that anybody from my office would have a specific recollection of the facts and circumstances surrounding that payment.
Q Understood. Let's move on then to -- So I think your records show that the HOA -- that you sold this property on behalf of the HOA on January 25, 2012; is that correct?

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A Yes.
Q Understood. All right. And then A&K55 shows -- It's two cashier's checks, one for $5,000, one for $10,000, plus cash of $460 from Resources Group, LLC. Who is Resources Group, LLC?
A I am assuming it was the investor who purchased the property at the sale.
Q Do you know who represented Resources Group, LLC at the sale?
A I believe it was Eddie Haddad, but I don't have a specific recollection of that. The reason I say that is because Mr. Haddad's attorney is here at this deposition, so that would be my assumption.
Q If I moved over to A&K60 and showed you a cashier's check from Iyad Haddad -- or it says, "Pay to the order of Iyad Haddad."
Would that refresh your recollection in terms of Mr. Haddad being involved in this sale?
A No, but it would further bolster my assumption. I don't have any specific recollection of this sale.
Q Fair enough. Let's go over to A&K57. Who is Sin City Realty, LLC?
A That is an entity that we used, a third party, to cry sales for a brief period of time during this time period, January 2012.

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Q Okay. So you used Sin City Realty, LLC to cry this sale?
A **Yes.**
Q Did you use -- This document is signed by Matt Mitchell down at the bottom. Did you use Matt Mitchell to cry your sale?
A **That would be my assumption.**
Q Okay. At the time of the sale -- And you sold it to the Resources Group, correct?
A **It looks like it was sold to 4254 Rollingstone Drive Trust.**
Q Okay. And then who -- Iyad Haddad -- Why is there a cashier's check at A&K60 to Iyad Haddad for $10,000?
A **I don't know.**
Q Did A&K process any refund to him?
A **I'm sure that if there was a payment made to our office above and beyond the successful bid amount, a refund was processed, yes.**
Q Are you aware of any relationship -- You said Mr. Kerbow signed your Notice of Sale, correct?
A **Correct.**
Q And Mr. Kerbow would have reviewed the mailings prior to the sale being conducted, correct?
A Yes.

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Q Are you aware of any relationship between Mr. Kerbow and Mr. Haddad?
A **There -- No. There is none.**
Q Has Mr. Kerbow ever performed legal work for Mr. Haddad?
A **I don't know. It is -- I believe that we have performed legal work for investors on occasion. I don't know if we have ever performed legal work for Mr. Haddad. We may have. I know he has sued us quite a bit. I don't know if we have ever represented him, but we may have on some small issues.**
Q Okay. Would you be surprised if I told you that Mr. Haddad indicated that Mr. Kerbow represented him in quiet title actions?
A **I would not be shocked, no.**
Q Why?
A **As I said, we have represented investors in quiet title actions before. It's not completely unusual. We are -- consider ourselves to be experienced in the field. I -- As I testified, I believe that we have represented Mr. Haddad on occasion. I don't believe it was that extensive. So it would not shock me.**
MS. MIKRUT: Off the record just for a second.
(Off the record)
MR. BECKOM: We can go back on the record.

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BY MR. BECKOM:
Q So Mr. Kerbow and Mr. Haddad, do you know if they had any kind of attorney/client relationship at the time of this sale?
A **No. And when you say Mr. Kerbow represented Mr. Haddad, I'm not sure if you mean Mr. Kerbow in his capacity as an attorney for Alessi & Koenig or in a separate capacity.**
Q Did you know Mr. Kerbow to frequently moonlight?
A **No. That's just --**
Q Okay. So are you attempting to testify that Alessi & Koenig at no point in time was retained by Iyad Haddad?
A **No. As I testified earlier, I believe that we had been retained. I don't know if it was by Iyad Haddad. I don't know if Iyad Haddad is the same as Eddie Haddad, if it's the same person. But I do believe -- It was my recollection, as I testified, that we had represented Eddie on some matters. I don't know which type of matters. You're telling me that we represented him in quiet title action, at least one it appears. That would not shock me.**
Q When was the first that Alessi & Koenig represented Eddie Haddad?
A **I don't know.**

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Q Was it before 2013?
A **I don't know.**
Q Would it have been before 2012?
A **I doubt it was before 2012 because my -- It may have been 2011. It would be the earliest that I would think we represented him, but I really have no specific recollection.**
Q Do you have any recollection about what you represented Mr. Haddad in in 2011?
A **I don't know that we did represent him in 2011. My testimony would be that that's about as far back as I would think we would have ever represented him. I don't know what it would have been about. It doesn't surprise me if there were -- if he retained us for an action to quiet title. I don't -- I have no specific recollection on what we were retained by Mr. Haddad to do or how often except to say that it wasn't very often.**
Q Understood. Would you be able to state with any certainty that you had represented -- that Alessi & Koenig had represented Mr. Haddad prior to January 2012?
A **I wouldn't be able to state one way or another with any certainty.**
Q Okay. Did Alessi & Koenig represent Mr. Haddad at the time of his HOA sale?
A **I don't know.**

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Q Is there someone that would know?
A **Mr. Haddad.**
Q Okay. A&K number 62, it's another cashier's check paid to the order of Iyad Haddad. Do you know what this is?
A **No.**
Q Why did -- Are these cashier's checks coming from your firm or are they coming from somewhere else?
A **They're coming from our firm. They're Bates stamped with our A&K stamp. So these could have either been checks that were used to pay or checks used to qualify as a bidder. I'm not sure.**
Q But the sale didn't take place until January 25th, 2012, correct?
A **I believe that's correct, yes.**
Q And these checks are dated January 31st, 2012, correct?
A **Yes.**
Q But hold on. Wait. I think you said you thought that they may be used to qualify Mr. Haddad as a bidder. Would Alessi & Koenig use their own funds to qualify Mr. Haddad as a bidder?
A **Not our own funds. I'm sorry. Let me see what you're looking at. So investors have cashier's checks made out to themselves that they bring to sales to show**

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what they are -- how much they are qualified to bid up to. That's my understanding. I don't know what this check relates to. Let's see.
Q Is this -- Was this issued by Alessi & Koenig?
A **I don't believe so. I believe this was issued by Haddad. And I think that the investor signs it over to us on the back as payment. So this isn't a check -- A&K62 is not a payment from Alessi & Koenig to Haddad.**
Q But this in no way could have been for this sale because this cashier's check wasn't issued until five days after the sale, correct?
A **Correct. I don't know if it pertained to this sale or not. $5,331 was the successful amount.**
Q Question though. It looks like your firm chose to redact the bank account numbers at A&K number 60. Would you be able to determine if this came from your account or from Mr. Haddad's account if those bank account numbers were unredacted?
A **No. Just from all of my depositions and my understanding of the business, this would not be a cashier's check generated by our office.**
Q So Alessi & Koenig doesn't generate cashier's checks?
A Correct.
Q And why do you know that?

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A **Well, we -- You know, we collect our funds -- the funds into the client trust account and we pay the funds out via checks. So normally when I see a cashier's check like this, my inference is that this is a -- these are funds that are used by the investor to purchase the property or to qualify as an investor.**
Q And you have no explanation then for why there would have been copies of these checks five days after the sale, dated five days after the sale in the file for this property?
A **No.**
Q Is there any reason why you have a photocopy of $460 in cash at A&K61?
A **My understanding is that would have been part of the payment tendered to purchase the property. So we would have received $5,331. If we received more than that, due to the increments of the cashier's checks, then the balance would have been -- So my testimony would be that the $5,000 cashier's check on A&K62 plus the cash shown on A&K61 were the funds used by Mr. Haddad to purchase the property.**
He may have had larger denominations at the sale and asked us to -- so that he didn't have to wait for a refund, asked us to allow him to pay to change the denominations of the cashier's checks so that he did not

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have to wait for a refund. I don't know. I don't know.
Q I'm looking at -- Let's go forward to A&K number 70.
A Yes.
Q This is another one of your activity screens. What is this?
A **Well, it appears to be a status report generated subsequent to the sale. And I don't know why it's in this -- in this production. Well, it's the same association. I don't know if this was a subsequent foreclosure activity on the same property against the subsequent owner or if this was mistakenly placed in here and this is for another property.**
Q It mentions a Chapter 11 bankruptcy on that status screen. Are you familiar with any Chapter 11 bankruptcy that was filed involving this property?
A **Well, you can see that the sale took place January 25, 2012. It looks like -- So this Chapter 11 bankruptcy which the status report says was filed July of 2012 doesn't appear to have been a bankruptcy that would have affected this foreclosure. I don't know what this document is.**
Q Let's go forward to A&K85. In your file you included a rather lengthy bankruptcy docket from a Chapter 11 bankruptcy filed by Ryan Alexander. Do you

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know who Mr. Alexander is?
A **I believe he is a bankruptcy attorney.**
Q How do you know Mr. Alexander?
A **I don't know him. I believe I have met him.**
Q In what capacity did you meet him?
A **I believe he is a -- Steve Loizzi is an attorney with our firm, who was a former bankruptcy attorney with Haines & Krieger. I believe Steve knows Ryan from those -- from his prior bankruptcy -- from his prior days as a bankruptcy attorney.**
Q And that's how you met Mr. Alexander was through Steve Loizzi?
A **Yes.**
Q Have you ever retained Mr. Loizzi -- not Mr. Loizzi, Mr. Alexander for any purpose?
A **I have not, no.**
Q And you have no I guess understanding or testimony as to why your firm was tracking a Chapter 11 bankruptcy filed by the Resources Group on behalf of Oliver Sagebrush Drive Trust? You have no understanding about why your firm was tracking this bankruptcy?
A **It looks like the entity may have -- It looks like in August 2012 we initiated foreclosure proceedings against Bourne Valley Court Trust. So I don't know if there was a transfer between Rollingstone Drive Trust and**

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Bourne Valley Trust on this property subject to January 2012, but it looks like at some point --
Q Did you ever assist in filing Chapter 11 bankruptcies for Mr. Haddad in 2012?
A **No.**
Q Did you ever provide -- So you would have no knowledge -- You and no one at Alessi & Koenig would have any knowledge of any Chapter 11 bankruptcy in 2012 involving Mr. Haddad?
A **Well, as you can see, we produced these documents that would indicate that we did have knowledge. I don't know who Resources Group, LLC is. But we would have had notice of that bankruptcy. As you can see, we included it in our file.**
Q Okay. Did you still represent Mr. Haddad or would you have represented Mr. Haddad as of the middle and latter part of 2012?
A **I don't know. I don't know. We did not represent him, as you can see, on this -- If this was him filing bankruptcy, we would not have represented him in this bankruptcy. I don't know whether we were representing Mr. Haddad on any other matters in 2012.**
Q Would you be shocked at all if I told you that this entity Resources Group was controlled by Mr. Haddad?
A No.

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Q Would you be shocked at all if I told you that Mr. Haddad placed this entity into bankruptcy in 2012?
A No.
Q Would you be shocked at all if I told you that Mr. Haddad listed the property subject to the bank's lien?
A **Would I -- Yeah, I wouldn't --**
MS. MIKRUT: Objection, calls for speculation, so I object to that extent.
THE WITNESS: I don't know that I would be shocked at that.
BY MR. BECKOM:
Q Why would you not be shocked at that?
A **I don't -- Why would I? I guess I don't know what -- I'm not a bankruptcy attorney. I don't know what strategies Mr. Haddad was using in the filing of his bankruptcy or why he would list the property subject to the bank mortgage. So -- So I would therefore not be shocked by it since I don't know what his strategy would have been.**
Q Now, we can agree -- So this sale took place in January 2012.
MS. MIKRUT: Which sale?
MR. BECKOM: This one, on Rollingstone Drive, the one we have been -- the foreclosure -- Sorry. I

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guess he delineated there were two separate foreclosure proceedings.
BY MR. BECKOM:
Q So the first sale to the Resources Group and to the trust took place in January 2012 I believe; is that correct?
A **Yes.**
Q Can we agree that's a pretty old sale for HOA sales?
A **Yes. January of 2012 would have been right toward the beginning of the three-and-a-half, four-year period of trustee sales. It would have been right toward the beginning.**
Q Okay. And I think you stated previously that you would not have been surprised at all if Mr. Haddad had stated this property was subject to a lien, correct?
MS. MIKRUT: I would just object again. It calls for speculation to testify about that.
BY MR. BECKOM:
Q You can still answer.
A **That is correct. I would not be shocked.**
Q Okay. Did you ever go to any of these HOA sales in January 2012 or was it just Matt Mitchell from Sin City Realty?
A **We did approximately 850 sales from end of 2011**

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through 2 -- through present. I would -- You know, we did many of them in our conference room. I attended or walked by a few. I have cried a few sales. I have no specific knowledge of this sale. So I don't know -- I doubt that I was there.

Q But did you -- But had you attended any sales in let's say fourth quarter 2011, first quarter 2012?

A I'm not sure. I do recall one sale. I don't know what year I attended it but that I did want to attend. It involved the sale of 114 parcels at a Southern Highlands master. It was a big deal. And I know I wanted to be there for that one. But in general I did not attend sales.

Q When did this sale take place?

A I don't remember if it was 2012 or not.

Q Was it one of your older sales?

A It was quite awhile ago. I would not be shocked or surprised if it was 2012. I wouldn't be surprised if it was 2013 either.

MR. BECKOM: Okay. Can we take a break for a second?

(Recess taken from 2:33 p.m. through 2:39 p.m.)

BY MR. BECKOM:

Q All right. So let's go on. It looks like you have some more bankruptcy information, A&K101. It looks

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like an order submitted to Judge Beesley by McCarthy & Holthus concerning this same bankruptcy.

And again, you have no recollection as to why this case would have been dismissed and why you would have been tracking that?

A I believe that we were tracking it because we were doing a subsequent foreclosure against this entity, and that is why we would have been tracking it.

Q Understood. You have another bankruptcy here at A&K104. It looks like one for Saticoy Bay LLC Series Bowman Lair. Do you have any idea about why you would have been tracking this bankruptcy?

A No.

Q And I guess just to be clear, your testimony is that Alessi & Koenig had no affiliation with the bankruptcy of Saticoy Bay LLC Series Bowman Lair?

A Well, we may have represented the HOA on a claim made, but we had no affiliation with the debtor.

Q Okay. And you had no affiliation with Ryan Alexander other than --

A Correct.

Q -- a casual friendship of one of your employees?

A Correct. And the employee wasn't employed in 2013 by our office. So I did not meet Ryan Alexander until I believe this year.

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MS. MIKRUT: I'm going to have to object. I don't think that he ever testified that there was a casual friendship.

MR. BECKOM: He just testified. It's his answer now. So he is allowed to answer however he wants. I will speak slower if you want to get your objection on the record.

MS. MIKRUT: You can't speak slower.

MR. BECKOM: Maybe if you're lucky.

BY MR. BECKOM:

Q Okay. And then over here it looks like there is another -- A&K116 there is another ledger here that just shows a bunch of -- It looks like it's dated January 9, 2014.

A Yes.

Q Do you have any idea about why you would have a ledger or an auction -- or a ledger as of January 2014?

A No.

Q Okay. It looks like in the final document that I have here, actually not the final document, is the Declaration of Covenants, Conditions and Restrictions. Have you seen this document before?

A I have seen a -- I don't know that I have seen this specific document before, but I have seen documents like this.

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Q Why would Alessi & Koenig have a copy of this document in their possession?

A We oftentimes have copies of the CC&Rs in our possession. Oftentimes we do general counsel work for associations. We don't always have the CC&Rs in the file, but as can you see, we did on this one. I don't know why we would have for this particular file.

Q Do you know if you did general counsel work for the HOA?

A I do not.

Q Okay. Do you review the CC&Rs at all prior to foreclosure?

A Sometimes. Most of the CC&Rs are pretty generic. But I believe we do review the CC&Rs. We do review the CC&Rs at times, again, not always.

Q Do you have any reason to believe that you had reviewed the CC&Rs of this property prior to selling it in January of 2012?

A I don't know.

Q Let's go to A&K133.

A Yes.

Q Section 11 where it says, "Subordination of the lien to mortgages," did your firm review this at all prior to selling the property?

A I don't know whether or not we reviewed this

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specific provision. I can testify that we were aware of these types of provisions.
Q You were aware of these types of provisions in January 2012?
A Yes. Oftentimes they are called mortgagee protection clauses.
Q Did you ever discuss these with any potential purchasers?
A No.
Q Why?
A We just did not discuss these types of things with investors.
Q Okay. So you were aware this was there prior to the sale of this property?
A I don't know if we were aware that this provision was in this specific CC&Rs on the sale of this specific property. I can testify that we were aware of mortgagee protection clauses within CC&Rs. I just don't have any specific knowledge as to whether or not these were reviewed five years ago.
Q Does Alessi & Koenig have a public position as to the effect of a mortgage protection clause on an HOA sale?
A That, again, would be a question that I would defer to a court. Our -- My understanding from our

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Nevada counsel is that any provisions contained within the CC&Rs that conflict with the statutes is void. So to the extent a mortgagee protection clause may or may not conflict with the provisions of NRS 116, that provision would be void.
Q Was that Alessi & Koenig's public position in the beginning of 2012?
A We didn't have a public position. We specifically stayed away from having those types of -- making those types of -- taking those types of positions. We would defer to the courts on those types of matters.
Q But you were aware of mortgage protection clauses?
A Yes.
Q And at no point -- And then also your Nevada counsel had advised you that they conflicted with the statute and were void?
A No. If they -- No. We didn't take conclusory -- conclusory positions like that.
Q Conclusory.
A That was -- Thank you. As you know, the investor takes up without warranties the effect of a mortgagee protection clause on the sale. It was not something that we were overly concerned about. That would be a matter that the courts would decide. What I

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did testify to is that to the extent such a clause conflicted with the statutes, if it did conflict with the statutes, then our understanding would be that such a provision would be void.
Q So you thought that you were selling these properties subject to a lawsuit?
A Subject to a lawsuit?
MS. MIKRUT: I just object. That misstate his earlier testimony.
THE WITNESS: I don't think we thought in those terms. We were just selling the property pursuant to the rights and duties that the board of directors and the association had as outlined by NRS 116.
BY MR. BECKOM:
Q I'm confused.
A The effect of that sale was something that we leave up to the courts.
Q You keep mentioning that, like we're going to leave it up to the courts. We're going to leave it up to the courts. All our sales are going to be left up to the courts. Wouldn't that imply a lawsuit?
A No. If -- If there is a lawsuit. This particular case, when we went -- when we went to sale, we did not make any -- we did not offer any warranties to the investors.

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Q But actions -- But like it was not your responsibility to deal with things such as the mortgage protection clause on A&K133 and you were going to leave it up to the courts?
A No. I'm leaving that answer up -- You asked me the question. I said I would defer that answer to the courts. At the time of the sales, we did not think in those terms, but we were just selling the properties, as I said, pursuant to the duties and rights that the association had under NRS 116. We didn't go any further in our analysis of the effect of those sales. We were busy selling the properties.
Q You know, one thing I found that was noticeably absent from this sale, and this reminds me, is can you show me in here where you published this sale to the public?
A This sale -- There was an email to Nevada Legal News. Yes, on A&K141 is the email between our office and Nevada Legal News confirming that the sale was published.
Q Okay.
A If you were to go to those publications, I'm sure you would find that.
Q Okay. Fair enough. We have an email from Marquis Aurbach Coffing on Alessi & Koenig 139. Do you know what that is?

A Yes, I saw that. Avece I believe is an HOA attorney. She may have been general counsel for the association at that time. So my guess, it would have something to do with that.

Q Okay. Anything else you would like to add to your testimony here today?

A No, sir.

MR. BECKOM: I believe I have no further questions.

MS. MIKRUT: Let me just ask one quick question on the record.

EXAMINATION

BY MS. MIKRUT:

Q Mr. Alessi, my name is Denise Mikrut. I represent Resources Group in this matter.

If -- At any point between the time that the Notice of Trustee's Sale was recorded and the trustee's sale actually occurred, if you would have ever been contacted by the lender, would that be reflected in your screenshot notes that you provided?

A Yes.

Q To your knowledge did the lender or the beneficiary to the Deed of Trust ever contact Alessi & Koenig regarding the delinquency during that time frame?

A No.

Q To your knowledge did the beneficiary of the Deed of Trust ever send or remit any payment to Alessi & Koenig during that time frame?

A No.

MS. MIKRUT: All right. That's all I have. Thank you.

(Concluded at 2:53 p.m.)

CERTIFICATE OF REPORTER

STATE OF NEVADA } ss.
COUNTY OF CLARK }

I, Joanne C. Williams, CCR No. 899, certify as follows:

That I reported the taking of the deposition of the witness, DAVID ALESSI, at the time and place aforesaid.

That prior to being examined, the witness was by me duly sworn to testify to the truth, the whole truth and nothing but the truth.

That I thereafter transcribed my stenographic notes into typewriting and that the transcript of said deposition is a complete, true and accurate transcript of said stenographic notes.

That transcript review pursuant to NRCP 30(e) was waived.

I further certify that I am not a relative or employee of any party involved in said action, nor a person financially interested in the action.

Dated at Las Vegas, Nevada, this 30th day of November, 2016.

Joanne C. Williams, RPR, CR, CCR No. 899

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EXHIBIT 17

EDWARDS GEORGE R TRUST
4254 ROLLINGSTONE DR

LAS VEGAS, NV 89103

US RECORDINGS
2925 COUNTRY DRIVE STE. 201

ST. PAUL, MN 55117

ROBERT HAZELL
14893 MAMMOTH PL

FONTANA, CA 92336

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LAS VEGAS, NV 89193-8508

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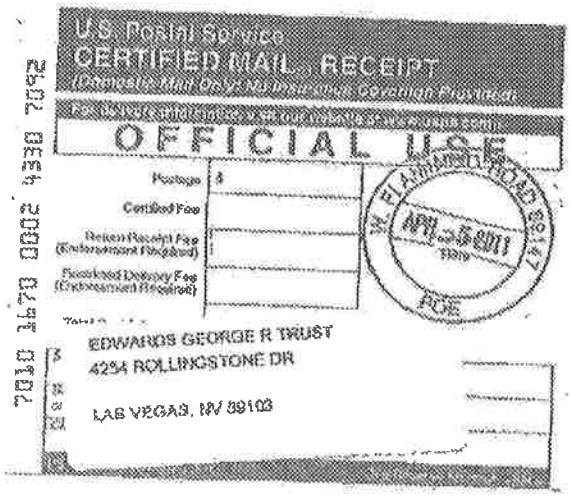
LAS VEGAS, NV 89101



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CLERK OF THE COURT

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Attorneys for Plaintiff/Counter Defendant U.S. Bank National Association

IN THE EIGHTH JUDICIAL DISTRICT COURT FOR THE STATE OF NEVADA

IN AND FOR THE COUNTY OF CLARK

U.S. BANK NATIONAL ASSOCIATION ND, A NATIONAL ASSOCIATION

Plaintiff,

v.

GEORGE R. EDWARDS, an individual, ANY) AND ALL PERSON UNKNOWN, CLAIMING) TO BE PERSONAL REPRESENTATIVES OF) GEORGE R. EDWARDS ESTATE OR DULY) APPOINTED, QUALIFIED, AND ACTING) EXECUTOR OF THE WILL OF THE ESTATE) OF GEORGE R. EDWARDS; RESOURCES) GROUP, LLC a Nevada Limited-Liability Company; GLENVIEW WEST TOWNHOMES ASSOCIATION , a Nevada non-profit corporation; DOES 4 through 10, inclusive, and ROES 1 through 10, inclusive

Defendants.

AND ALL RELATED CLALIMS

Case No. A-12-667690-C
Dept.: XVI

NOTICE OF HEARING OF MOTION FOR SUMMARY JUDGMENT

PLEASE TAKE NOTICE that the undersigned will bring the foregoing **U.S. BANK'S MOTION FOR SUMMARY JUDGMENT** on for hearing in Department XVI on the 7th day of February, 2017 at the hour of 9:00 a.m. or as soon thereafter as may be heard.

Dated: 1/4/2017.

Thomas N. Beckom Esq. 12554
Attorneys for U. S. Bank National Association

NV-16--736927-CV

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. I certify that on January 4, 2017, I caused the foregoing document entitled: **Notice of Hearing of U.S. Bank's Motion for Summary Judgment.**

[X] Pursuant to EDCR 8.05(a) and 8.05(f), to be electronically served through the Eighth Judicial District court's electronic filing system, with the date and time of the electronic service substituted for the date and place of deposit in in the mail; and/ or;

Hall Jaffe & Clayton		
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Hall Jaffe Clayton		
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Joni Rispalje
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IN THE EIGHTH JUDICIAL DISTRICT COURT FOR THE STATE OF NEVADA

IN AND FOR THE COUNTY OF CLARK COUNTY

U.S. BANK N.A., NATIONAL ASSOCIATION ND, A NATIONAL ASSOCIATION

Plaintiff,

v.

GEORGE R. EDWARDS, an individual, ANY AND ALL PERSON UNKNOWN, CLAIMING TO BE PERSONAL REPRESENTATIVES OF GEORGE R. EDWARDS EST ATE OR DULY APPOINTED, QUALIFIED, AND ACTING EXECUTOR OF THE WILL OF THE ESTATE OF GEORGE R. EDWARDS; RESOURCES GROUP, LLC a Nevada Limited-Liability Company; GLENVIEW WEST TOWNHOMES ASSOCIATION , a Nevada non-profit corporation; DOES 4 through 10, inclusive, and ROES 1 through 10, inclusive

Defendants.

AND ALL RELATED CLAIMS

Case No. A-12-667690-C

Dept No. XVI

NOTICE OF ENTRY OF ORDER ON PLAINTIFF'S MOTION TO AMEND THEIR ANSWER TO THE COUNTERCLAIM

YOU AND ALL OF YOU PLEASE TAKE NOTICE that the following Notice of Entry of Order on Plaintiff's Motion to Amend Their Answer to the Counterclaim was entered on December 2, 2016 for the above captioned matter. A true and correct copy of said Order is attached hereto.

Dated: January 4, 2017.

McCarthy & Holthus, LLP.

By: _____
Thomas N. Beckom, Esq.

NV-16-736927-CV

CERTIFICATE OF MAILING

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. I certify that on January 4, 2017, I caused the foregoing document entitled: **Notice of Entry of Order on Plaintiff's Motion to Amend Their Answer to the Counterclaim**

[X] Pursuant to EDCR 8.05(a) and 8.05(f), to be electronically served through the Eighth Judicial District Court's electronic filing system, with the date and time of the electronic service substituted for the date and place of deposit in the mail; and/or;

Select All Select None

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McCarty & Holthus, LLP.		
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Joni Rispalje
An employee of McCarthy & Holthus, LLP

NV-16-736927-CV

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CLERK OF THE COURT

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Attorneys for Plaintiff/ Counter Defendant

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

U.S. BANK NATIONAL ASSOCIATION ND, A NATIONAL ASSOCIATION Plaintiff, v. GEORGE R. EDWARDS, an individual, ANY AND ALL PERSON UNKNOWN, CLAIMING TO BE PERSONAL REPRESENTATIVES OF GEORGE R. EDWARDS ESTATE OR DULY APPOINTED, QUALIFIED, AND ACTING EXECUTOR OF THE WILL OF THE ESTATE OF GEORGE R. EDWARDS; RESOURCES GROUP, LLC a Nevada Limited-Liability Company; GLENVIEW WEST TOWNHOMES ASSOCIATION , a Nevada non-profit corporation; DOES 4 through 10, inclusive, and ROES 1 through 10, inclusive Defendants. And All Related Claims	Case No. A-12-667690-C Dept. No. XVI **ORDER ON PLAINTIFF'S MOTION TO AMEND THEIR ANSWER TO THE COUNTERCLAIM**

On September 1, 2016, Plaintiff, U.S. BANK NATIONAL ASSOCIATION ND, A NATIONAL ASSOCIATION, (hereinafter "U.S. Bank") brought for hearing a Motion to Amend their Answer to the Counterclaim of Resources Group, LLC. No other party filed an opposition or otherwise responded.

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EDWARD APPENDIX 922

There being no opposition, U.S. Bank;s Motion to Amend their Answer is hereby GRANTED as unopposed.

Dated this 28th day of November, 2016

DISTRICT COUR JUDGE

McCarthy & Holthus, LLP

By: /s/ Thomas N. Beckom, Esq

Thomas N. Beckom, Esq

McCARTHY & HOLTHUS, LLP
ATTORNEYS AT LAW
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SUBT
ZIEVE, BRODNAX & STEELE, LLP
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Tel: (702) 948-8565
Fax: (702) 446-9898

Attorney for Plaintiff U.S. Bank National Association, ND

EIGHTH JUDCIAL DISTRICT COURT

CLARK COUNTY, NEVADA

U.S. BANK NATIONAL ASSOCIATION ND, a national association,

Plaintiff,

vs.

GEORGE R. EDWARDS, an individual; ANY AND ALL PERSONS UNKNOWN, CLAIMING TO BE PERSONAL REPRESENTATIVES OF GEORGE R. EDWARDS ESTATE, OR DULY APPOINTED, QUALIFIED, AND ACTING EXECUTOR OF THE WILL OF THE ESTATE OF GEORGE R. EDWARDS; RESOURCES GROUP, LLC, a Nevada limited-liability company; GLENVIEW WEST TOWNHOMES ASSOCIATION, a Nevada non-profit corporation; DOES 4 through 10, inclusive, and ROES 1 through 10, inclusive.

Defendants.

RESOURCES GROUP, LLC,

Counter-claimant,

vs.

U.S. BANK NATIONAL ASSOCIATION, ND, a national association,

Counter-defendant

CASE NO.: A-12-667690-C

DEPT. NO.: XVI

SUBSTITUTION OF ATTORNEY

///

THE COURT AND ALL PARTIES ARE NOTIFIED THAT PLAINTIFF U.S. BANK NATIONAL ASSOCIATION, ND MAKES THE FOLLOWING SUBSTITUTION:

1. Former Legal Representative: Benjamin D. Petiprin, Esq.
Zieve, Brodnax & Steele, LLP
3753 Howard Hughes Parkway, Suite 200
Las Vegas, NV 89169

2. New Legal Representative: McCarthy Holthus
9510 W. Sahara Avenue, Suite 200
Las Vegas, NV 89117

3. I consent to this substitution:

Date: 8-19-16

Benjamin D. Petiprin, Esq.

4. I consent to this substitution:

Date: 1/9/17

Loren P. Madson as Officer for
U.S. Bank National Association, ND

DATED: _____

MCCARTHY HOLTHUS

By: _____
Thomas N. Beckstrom, Esq.
Attorney for Plaintiff
U.S. Bank National Association, ND

EDWARD APPENDIX 925

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of Zieve, Brodnax & Steele, LLP, and not a party to nor interested in the within matter; that on the 10TH day of January 2017 service of the **SUBSTITUTION OF ATTORNEY** was made:

(X) by serving the following parties electronically through CM/ECF/WIZNET as set forth below;

Michael F. Bohn, Esq.
Law Offices of Michael F. Bohn
376 East Warm Springs Road, Ste. 140
Las Vegas, NV 89119
office@bohnlawfirm.com
mbohn@bohnlawfirm.com

/s/ Jenny Humphrey
Jenny Humphrey, an employee of
Law Offices of Les Zieve

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CLERK OF THE COURT

AFFIDAVIT OF SERVICE

EIGHTH JUDICIAL DISTRICT COURT FOR THE STATE OF NEVADA
CLARK COUNTY, STATE OF NEVADA

NATIONSTAR MORTGAGE LLC,

Plaintiff(s)

v.

SFR INVESTMENTS POOL 1, LLC; et al.,

Defendant(s)

Case No.:A-12-667690-C
Thomas N. Beckom, Esq. Bar No. 12564
MCCARTHY HOLTHUS-LITIGATIONS
9510 W.Sahara Avenue, Suite 200
Las Vegas, NV 89117
(702) 685-0329
Attorneys for the Plaintiff, HSBC Bank

Client File# NV-16-732746-DCR

I, Dustin Gross, being sworn, states: That I am a licensed process server registered in Nevada. I received a copy of the Subpoena Duces Tecum, from MCCARTHY HOLTHUS-LITIGATIONS

That on 12/8/2016 at 2:58 PM I served the above listed documents to ATC Assessment Collection Group, LLC - c/o Northwest Registered Agent, LLC, Registered Agent by personally delivering and leaving a copy at 401 Ryland Street, Suite 200-A, Reno, NV 89502 with Davine Bright - Marketing Director, a person of suitable age and discretion, authorized by Registered Agent to accept service of process at the above address shown on the current certificate of designation filed with the Secretary of State.

That the description of the person actually served is as follows:
Gender: Female, Race: Caucasian, Age: 30's, Height: 5'4", Weight: 140 lbs., Hair: Black, Eyes:N/A

I being duly sworn, states: that all times herein, Affiant was and is over 18 years of age, not a party to or interested in the proceedings in which this Affidavit is made. I declare under perjury that the foregoing is true and correct.

Date: December 13, 2016

Dustin Gross
Registered Work Card# R-081118
State of Nevada

(No Notary Per NRS 53.045)

Service Provided for:
Nationwide Legal Nevada, LLC
720 S. 4th Street, Suite 305
Las Vegas, NV 89101
(702) 385-5444
Nevada Lic # 1656

Order #:NV50478
Their File#: NV-16-732746-DCR

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CLERK OF THE COURT

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Attorneys for Plaintiff,
U.S. Bank

DISTRICT COURT

CLARK COUNTY NEVADA

U.S. BANK NATIONAL ASSOCIATION ND, A NATIONAL ASSOCIATION

Plaintiff,

v.

GEORGE R. EDWARDS, an individual, ANY AND ALL PERSON UNKNOWN, CLAIMING TO BE PERSONAL REPRESENTATIVES OF GEORGE R. EDWARDS ESTATE OR DULY APPOINTED, QUALIFIED, AND ACTING EXECUTOR OF THE WILL OF THE ESTATE OF GEORGE R. EDWARDS; RESOURCES GROUP, LLC a Nevada Limited-Liability Company; GLENVIEW WEST TOWNHOMES ASSOCIATION , a Nevada non-profit corporation; DOES 4 through 10, inclusive, and ROES 1 through 10, inclusive

Defendants.

AND ALL RELATED CLAIMS.

Case No. A-12-667690-C

Dept. No. XVI

OPPOSITION TO MOTION FOR SUMMARY JUDGMENT

COMES NOW U.S. BANK NATIONAL ASSOCIATION ND, A NATIONAL ASSOCIATION (hereinafter "U.S. Bank") by and through their attorney of record Thomas N. Beckom, Esq of the law firm of McCarthy Holthus LLP and hereby brings this Opposition to Resources Motion for Summary Judgment under both *Shadow Wood* as well as Nevada's

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Uniform Fraudulent Transfer Act. Under either standard, this Court should declare that the Resources Group (hereinafter "Resources") took this property subject to U.S. Bank Deed of Trust.

I. INTRODUCTION

This sale is even more suspect that the usual HOA sale. This Court cannot and should not let this particular case be pigeon holed into the numerous HOA foreclosure cases which are currently pending before this Court as this sale has numerous deficiencies and under any sale adopted the sale should be set aside.

The Law Firm whom represented the HOA through the foreclosure process also represented the purchaser. The purchaser testified *numerous* times in Federal Court that the Subject Property was subject to U.S. Bank's lien, yet comes to this Court falsely claiming that he always knew the property was free and clear. The Notice of Default was at no point ever mailed to the lender sufficient to place them on notice this was even occurring despite a clearly delineated mailing address in the property records. In fact the relationship between the foreclosing entity for the HOA and the Resources was so close that Alessi actually paid Resource's transfer tax.

This sale is more rife with unfairness than the traditional sale and is most likely fraudulent. In addition the entire statute is unconstitutional for the "Opt In" noticing provision as has been recently been found by the 9th Circuit and is further a violation of the jurisprudence under the takings clause as well as the 8th Amendment. This sale on this basis should be denied.

II. UNDISPUTED FACTS

1. On March 3, 2009; U.S. Bank N.A. gave George Edwards a $50,000.00 Equity Line of Credit secured by 4254 Rollingstone Dr., Las Vegas, NV 89103(Ex. 1). This loan was secured by a Deed of Trust with a Future Advance Clause filed in the property records on March 28, 2009. (Ex. 2).

2. The Subject Property was located in the Glenview West Townhomes HOA and governed by the Covenants Conditions and Restrictions of Blue Diamond Ranch. (Ex. 3)("CC&Rs").

3. The CC&R's are patently misleading and include illegal provisions. *Id.* The CC&R's misrepresent to U.S. Bank, Edwards and the Public the effect of an HOA foreclosure and expressly state:

> Section 11. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve said Lot from liability for any assessments thereafter becoming due or from the lien thereof.

4. On November 3, 2010; Alessi sent Mr. Edwards a pre-lien letter stating that $1,855.00 was due and owed. (Ex. 5)

5. This was based the internal accounting by Glenview. (Ex. 6). Glenview's ledger showed that Mr. Edward's HOA dues were $130.00 dollars, that he ceased paying his HOA dues in February, 2010. *Id.*

6. On this basis, Alessi, on behalf of Glenview, liened the Subject Property. (Ex. 7).

7. Thereafter, on March 2, 2011; Alessi and Glenview indicated in the property records that they would be selling the property and filed a Notice of Default and Election to Sell under Homeowners Association Lien in the property records. (Ex. 8).

8. It is worth noting at this juncture that U.S. Bank National Association indicated in their Deed of Trust that their mailing address was 4325 17th Avenue SW, Fargo, ND 58103. (Ex. 2).

9. At his deposition, David Alessi, the person most knowledgeable for Alessi & Koenig testified that at no point was the Notice of Default ever mailed to U.S. Bank's address. (Ex. 16 p. 23)(Q. "So the Notice of Default was not mailed to the address for the

McCARTHY & HOLTHUS, LLP
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9510 WEST SAHARA AVENUE, SUITE 200
LAS VEGAS, NV 89117
TELEPHONE (702) 685-0329/Facsimile (866) 339-5961

lender. Can we agree on that? **A. It does—It appears that the Notice of Default was not mailed to U.S. Bank National Association ND at their Fargo, North Dakota address…..)**

10. On September 16, 2011; Alessi and Glenview indicated that they would exercise their rights to sell the property and filed in the property records a notice of sale. The Notice of Sale indicated that $5,379.00 was owed on the property and was signed by Ryan Kerbow. (Ex. 9).

11. On January 25, 2012; the property sold for $5,331.00 dollars, less than the amount owed, to the 4254 Rollingstone Dr. Trust. (Ex. 10).

12. No one bid on the Subject Property at the Sale according to the testimony of Eddie Haddad. (Ex. 14 at USB 412).

13. From there, a Trustee's Deed Upon Sale, also signed by Ryan Kerbow, Esq as Authorized Agent for Glenview West Townhomes Association, was filed in the property records memorializing this sale. (Ex. 11).

14. The Declaration of Value, attached to the Deed, stated the property was worth $5,331.00.

15. U.S. Bank's expert will testify that the property is worth $48,000.00 based on a fair market value analysis. (Ex. 12)

16. The BPO's from U.S. Bank's loan file show that the property is worth anywhere from $44,000.00 to $85,000.00 dollars. (Ex. 13).

17. Mr. Haddad, the controlling individual behind the Resources Group was aware that litigation would be involved with his purchase at an HOA sale and prior to the sale:

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IN THE SUPREME COURT OF THE STATE OF NEVADA

Electronically Filed
Apr 05 2018 02:33 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

Case No. 74575

U.S. BANK N.A. N.D. a foreign Corporation

Plaintiff and Appellant

v.

RESOURCES GROUP LLC, a Nevada limited liability company

Defendant and Respondent

Appeal from a Judgment
Of the Eighth Judicial District Court, County of Clark
Hon. Timothy Williams

APPELLANT'S APPENDIX VOL. 4
PART 2

Kristin A. Schuler-Hintz, Esq (NSB#7171)
Thomas N. Beckom, Esq (NSB#12554)
McCARTHY HOLTHUS LLP
9510 W. Sahara Ave., Suite 200
Las Vegas, NV 89117
Phone No. (702) 685-0329
Attorney for Appellant

Docket 74575 Document 2018-13055

EXHIBIT 15

CERTIFICATE OF REPORTER

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

I, Joanne C. Williams, CCR No. 899, certify as follows:

That I reported the taking of the deposition of the witness, EDDIE HADDAD, at the time and place aforesaid.

That prior to being examined, the witness was by me duly sworn to testify to the truth, the whole truth and nothing but the truth.

That I thereafter transcribed my stenographic notes into typewriting and that the transcript of said deposition is a complete, true and accurate transcript of said stenographic notes.

That transcript review pursuant to NRCP 30(e) was waived.

I further certify that I am not a relative or employee of any party involved in said action, nor a person financially interested in the action.

Dated at Las Vegas, Nevada, this 30th day of October, 2016.

Joanne C. Williams, RPR, CR, CCR No. 899

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B6 Summary (Official Form 6 - Summary) (12/07)

United States Bankruptcy Court
District of Nevada

In re **Bourne Valley Court Trust**, Debtor

Case No. 12-16387

Chapter 11

SUMMARY OF SCHEDULES

Indicate as to each schedule whether that schedule is attached and state the number of pages in each. Report the totals from Schedules A, B, D, E, F, I, and J in the boxes provided. Add the amounts from Schedules A and B to determine the total amount of the debtor's assets. Add the amounts of all claims from Schedules D, E, and F to determine the total amount of the debtor's liabilities. Individual debtors must also complete the "Statistical Summary of Certain Liabilities and Related Data" if they file a case under chapter 7, 11, or 13.

NAME OF SCHEDULE	ATTACHED (YES/NO)	NO. OF SHEETS	ASSETS	LIABILITIES	OTHER
A - Real Property	Yes	1	828,000.00		
B - Personal Property	Yes	3	0.00		
C - Property Claimed as Exempt	No	0			
D - Creditors Holding Secured Claims	Yes	3		0.00	
E - Creditors Holding Unsecured Priority Claims (Total of Claims on Schedule E)	Yes	1		0.00	
F - Creditors Holding Unsecured Nonpriority Claims	Yes	6		0.00	
G - Executory Contracts and Unexpired Leases	Yes	1			
H - Codebtors	Yes	1			
I - Current Income of Individual Debtor(s)	No	0			N/A
J - Current Expenditures of Individual Debtor(s)	No	0			N/A
Total Number of Sheets of ALL Schedules		16			
		Total Assets	828,000.00		
			Total Liabilities	0.00	

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Form 6 - Statistical Summary (12/07)

United States Bankruptcy Court
District of Nevada

In re Bourne Valley Court Trust, Debtor

Case No. 12-16387

Chapter 11

STATISTICAL SUMMARY OF CERTAIN LIABILITIES AND RELATED DATA (28 U.S.C. § 159)

If you are an individual debtor whose debts are primarily consumer debts, as defined in § 101(8) of the Bankruptcy Code (11 U.S.C.§ 101(8)), filing a case under chapter 7, 11 or 13, you must report all information requested below.

☐ Check this box if you are an individual debtor whose debts are NOT primarily consumer debts. You are not required to report any information here.

This information is for statistical purposes only under 28 U.S.C. § 159.

Summarize the following types of liabilities, as reported in the Schedules, and total them.

Type of Liability	Amount
Domestic Support Obligations (from Schedule E)	
Taxes and Certain Other Debts Owed to Governmental Units (from Schedule E)	
Claims for Death or Personal Injury While Debtor Was Intoxicated (from Schedule E) (whether disputed or undisputed)	
Student Loan Obligations (from Schedule F)	
Domestic Support, Separation Agreement, and Divorce Decree Obligations Not Reported on Schedule E	
Obligations to Pension or Profit-Sharing, and Other Similar Obligations (from Schedule F)	
TOTAL	

State the following:

Average Income (from Schedule I, Line 16)	
Average Expenses (from Schedule J, Line 18)	
Current Monthly Income (from Form 22A Line 12; OR, Form 22B Line 11; OR, Form 22C Line 20)	

State the following:

1. Total from Schedule D, "UNSECURED PORTION, IF ANY" column		
2. Total from Schedule E, "AMOUNT ENTITLED TO PRIORITY" column		
3. Total from Schedule E, "AMOUNT NOT ENTITLED TO PRIORITY, IF ANY" column		
4. Total from Schedule F		
5. Total of non-priority unsecured debt (sum of 1, 3, and 4)		

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B6A (Official Form 6A) (12/07)

In re Bourne Valley Court Trust Case No. 12-16387
Debtor

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 cotenant, 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 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
3171 Castle Canyon Henderson NV 89052 APN: 17735816027		-	135,000.00	Unknown
5332 La Quinta Hills St North Las Vegas, NV 89081 APN: 12435215124		-	85,000.00	Unknown
8129 Back Packer Court Las Vegas NV 89131 APN: 12516316038		-	75,000.00	Unknown
410 Horse Pointe Ave North Las Vegas, NV 89084 APN: 12422311021		-	70,000.00	Unknown
1452 Bourne Valley Court Las Vegas, NV 89123 APN: 17714214043		-	125,000.00	Unknown
3621 Wild Willow St Las Vegas NV 89129 APN: 13836803015		-	35,000.00	Unknown
4254 Rollingstone Dr Las Vegas, NV 89103 APN: 16324111021		-	35,000.00	Unknown
4449 Laguna Garden Ave North Las Vegas NV 89115 APN: 12329210148		-	80,000.00	Unknown
5650 E Sahara Ave #1011 Las Vegas, NV 89142 APN: 16104816019		-	28,000.00	Unknown
5733 Larkdale St Las Vegas, NV 89120 APN: 16131513015		-	160,000.00	Unknown

Sub-Total > 828,000.00 (Total of this page)

Total > 828,000.00

0 continuation sheets attached to the Schedule of Real Property

(Report also on Summary of Schedules)

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B6B (Official Form 6B) (12/07)

In re Bourne Valley Court Trust, Debtor

Case No. 12-16387

SCHEDULE B - PERSONAL PROPERTY

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "x" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether 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 is an individual or a joint petition is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

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

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property." If the property is being held for a minor child, simply 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).

	Type of Property	NONE	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
1.	Cash on hand	X			
2.	Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.	X			
3.	Security deposits with public utilities, telephone companies, landlords, and others.	X			
4.	Household goods and furnishings, including audio, video, and computer equipment.	X			
5.	Books, pictures and other art objects, antiques, stamp, coin, record, tape, compact disc, and other collections or collectibles.	X			
6.	Wearing apparel.	X			
7.	Furs and jewelry.	X			
8.	Firearms and sports, photographic, and other hobby equipment.	X			
9.	Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.	X			
10.	Annuities. Itemize and name each issuer.	X			

Sub-Total > (Total of this page) 0.00

2 continuation sheets attached to the Schedule of Personal Property

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B6B (Official Form 6B) (12/07) - Cont.

In re **Bourne Valley Court Trust** Case No. **12-16387**
Debtor

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

Type of Property	NONE	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
11. Interests in an education IRA as defined in 26 U.S.C. § 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. § 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. § 521(c).)	X			
12. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars.	X			
13. Stock and interests in incorporated and unincorporated businesses. Itemize.	X			
14. Interests in partnerships or joint ventures. Itemize.	X			
15. Government and corporate bonds and other negotiable and nonnegotiable instruments.	X			
16. Accounts receivable.	X			
17. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	X			
18. Other liquidated debts owed to debtor including tax refunds. Give particulars.	X			
19. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A - Real Property.	X			
20. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	X			
21. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.	X			
		Sub-Total > (Total of this page)		0.00

Sheet 1 of 2 continuation sheets attached to the Schedule of Personal Property

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B6B (Official Form 6B) (12/07) - Cont.

In re Bourne Valley Court Trust, Debtor

Case No. 12-16387

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

Type of Property	NONE	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
22. Patents, copyrights, and other intellectual property. Give particulars.	X			
23. Licenses, franchises, and other general intangibles. Give particulars.	X			
24. Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.	X			
25. Automobiles, trucks, trailers, and other vehicles and accessories.	X			
26. Boats, motors, and accessories.	X			
27. Aircraft and accessories.	X			
28. Office equipment, furnishings, and supplies.	X			
29. Machinery, fixtures, equipment, and supplies used in business.	X			
30. Inventory.	X			
31. Animals.	X			
32. Crops - growing or harvested. Give particulars.	X			
33. Farming equipment and implements.	X			
34. Farm supplies, chemicals, and feed.	X			
35. Other personal property of any kind not already listed. Itemize.	X			

Sub-Total > (Total of this page)	0.00
Total >	0.00

Sheet 2 of 2 continuation sheets attached to the Schedule of Personal Property

(Report also on Summary of Schedules)

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B6D (Official Form 6D) (12/07)

In re Bourne Valley Court Trust, Debtor

Case No. 12-16387

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 a creditor, 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" 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" 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 ACCOUNT NUMBER (See instructions above.)	CODEBTOR	Husband, Wife, Joint, or Community H W J C	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. American Home Mtg Srv PO Box 631730 Irving, TX 75063		-	First Mortgage 5733 Larkdale St Las Vegas, NV 89120 APN: 16131513015 Value $ 160,000.00			X	Unknown	Unknown
Account No. Century 21 Mortgage 2001 Bishops Gate Blvd Mount Laurel, NJ 08054		-	First Mortgage 3171 Castle Canyon Henderson NV 89052 APN: 17735816027 Value $ 135,000.00			X	Unknown	Unknown
Account No. Countrywide 450 American St #SV416 Simi Valley, CA 93065		-	First Mortgage 5650 E Sahara Ave #1011 Las Vegas, NV 89142 APN: 16104816019 Value $ 28,000.00			X	Unknown	Unknown
Account No. Countrywide 450 American St #SV416 Simi Valley, CA 93065		-	First Mortgage 1452 Bourne Valley Court Las Vegas, NV 89123 APN: 17714214043 Value $ 125,000.00			X	Unknown	Unknown
2 continuation sheets attached						Subtotal (Total of this page)	0.00	0.00

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B6D (Official Form 6D) (12/07) - Cont.

In re Bourne Valley Court Trust, Debtor

Case No. 12-16387

SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS
(Continuation Sheet)

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions.)	CODEBTOR	H W J C	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. Fidelity National Title Agency 5737 Hedgeford Court Las Vegas, NV 89120		J	First Mortgage 3621 Wild Willow St Las Vegas NV 89129 APN: 13836803015 Value $ 35,000.00			X	Unknown	Unknown
Account No. Mountain View Mortgage 7311 W Charleston Blvd #110 Las Vegas, NV 89117		J	First Mortgage 4449 Laguna Garden Ave North Las Vegas NV 89115 APN: 12329210148 Value $ 80,000.00			X	Unknown	Unknown
Account No. Mountain View Mortgage 7311 W Charleston Blvd #110 Las Vegas, NV 89117		J	First Mortgage 8129 Back Packer Court Las Vegas NV 89131 APN: 12516316038 Value $ 75,000.00			X	Unknown	Unknown
Account No. Plaza Home Mortgage 5090 Shoreham Place #109 San Diego, CA 92122		J	First Mortgage 410 Horse Pointe Ave North Las Vegas, NV 89084 APN: 12422311021 Value $ 70,000.00			X	Unknown	Unknown
Account No. Southwest Financial Services 537 E Pete Rose Way #300 Cincinnati, OH 45202		J	First Mortgage 4254 Rollingstone Dr Las Vegas, NV 89103 APN: 16324111021 Value $ 35,000.00			X	Unknown	Unknown
Sheet 1 of 2 continuation sheets attached to Schedule of Creditors Holding Secured Claims			Subtotal (Total of this page)				0.00	0.00

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B6D (Official Form 6D) (12/07) - Cont.

In re Bourne Valley Court Trust, Debtor

Case No. 12-16387

SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS
(Continuation Sheet)

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions.)	CODEBTOR	Husband, Wife, Joint, or Community H W J C	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. World Savings & Loan Attn: Bankruptcy 4101 Wiseman Blvd San Antonio, TX 78251		-	First Mortgage 5332 La Quinta Hills St North Las Vegas, NV 89081 APN: 12435215124 Value $ 85,000.00			X	Unknown	Unknown
Account No. Value $								
Account No. Value $								
Account No. Value $								
Account No. Value $								

Sheet 2 of 2 continuation sheets attached to Schedule of Creditors Holding Secured Claims

Subtotal (Total of this page)	0.00	0.00
Total (Report on Summary of Schedules)	0.00	0.00

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B6E (Official Form 6E) (4/10)

In re Bourne Valley Court Trust, Debtor

Case No. 12-16387

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

A complete list of claims entitled to priority, listed separately by type of priority, is to be set forth on the sheets provided. Only holders of unsecured claims entitled to priority should be listed in this schedule. In the boxes provided on the attached sheets, state the name, mailing address, including zip code, and last four digits of the account number, if any, of all entities holding priority claims against the debtor or the property of the debtor, as of the date of the filing of the petition. Use a separate continuation sheet for each type of priority and label each with the type of priority.

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. If a minor child is a 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 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.)

Report the total of claims listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all claims listed on this Schedule E in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules.

Report the total of amounts entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Report the total of amounts not entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts not entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

☒ Check this box if debtor has no creditors holding unsecured priority claims to report on this Schedule E.

TYPES OF PRIORITY CLAIMS (Check the appropriate box(es) below if claims in that category are listed on the attached sheets)

☐ **Domestic support obligations**

Claims for domestic support that are owed to or recoverable by a spouse, former spouse, or child of the debtor, or the parent, legal guardian, or responsible relative of such a child, or a governmental unit to whom such a domestic support claim has been assigned to the extent provided in 11 U.S.C. § 507(a)(1).

☐ **Extensions of credit in an involuntary case**

Claims arising in the ordinary course of the debtor's business or financial affairs after the commencement of the case but before the earlier of the appointment of a trustee or the order for relief. 11 U.S.C. § 507(a)(3).

☐ **Wages, salaries, and commissions**

Wages, salaries, and commissions, including vacation, severance, and sick leave pay owing to employees and commissions owing to qualifying independent sales representatives up to $11,725* per person earned within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(4).

☐ **Contributions to employee benefit plans**

Money owed to employee benefit plans for services rendered within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(5).

☐ **Certain farmers and fishermen**

Claims of certain farmers and fishermen, up to $5,775* per farmer or fisherman, against the debtor, as provided in 11 U.S.C. § 507(a)(6).

☐ **Deposits by individuals**

Claims of individuals up to $2,600* for deposits for the purchase, lease, or rental of property or services for personal, family, or household use, that were not delivered or provided. 11 U.S.C. § 507(a)(7).

☐ **Taxes and certain other debts owed to governmental units**

Taxes, customs duties, and penalties owing to federal, state, and local governmental units as set forth in 11 U.S.C. § 507(a)(8).

☐ **Commitments to maintain the capital of an insured depository institution**

Claims based on commitments to the FDIC, RTC, Director of the Office of Thrift Supervision, Comptroller of the Currency, or Board of Governors of the Federal Reserve System, or their predecessors or successors, to maintain the capital of an insured depository institution. 11 U.S.C. § 507 (a)(9).

☐ **Claims for death or personal injury while debtor was intoxicated**

Claims for death or personal injury resulting from the operation of a motor vehicle or vessel while the debtor was intoxicated from using alcohol, a drug, or another substance. 11 U.S.C. § 507(a)(10).

** Amount subject to adjustment on 4/01/13, and every three years thereafter with respect to cases commenced on or after the date of adjustment.*

0 continuation sheets attached

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B6F (Official Form 6F) (12/07)

In re Bourne Valley Court Trust, Debtor

Case No. 12-16387

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number, of all entities holding unsecured claims without priority against the debtor or the 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. If a minor child is a 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). Do not include claims listed in Schedules D and E. If all 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.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report this total also on the Statistical Summary of Certain Liabilities and Related Data.

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

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR	Husband, Wife, Joint, or Community H W J C	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
Account No. Alessi & Koenig LLC 9500 W Flamingo #205 Las Vegas, NV 89147		-	Unpaid Lien 3621 Wild Willow			X	Unknown
Account No. Alessi & Koenig LLC 9500 W Flamingo #205 Las Vegas, NV 89147		-	Unpaid HOA 4254 Rollingstone Dr			X	Unknown
Account No. Angius & Terry Collections 1120 N Town Center Dr #260 Las Vegas, NV 89144		-	Unpaid HOA Lien 8129 Back Packer			X	Unknown
Account No. Angius & Terry Collections 1120 N Town Center Dr #260 Las Vegas, NV 89144		-	Unpaid HOA Lien 1452 Bourne Valley			X	Unknown
						Subtotal (Total of this page)	0.00

5 continuation sheets attached

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B6F (Official Form 6F) (12/07) - Cont.

In re **Bourne Valley Court Trust** Case No. 12-16387
Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR	Husband, Wife, Joint, or Community H W J C	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
Account No. **Angius & Terry Collections** **1120 N Town Center Dr #260** **Las Vegas, NV 89144**		-	**Unpaid HOA Lien 5733 Larkdale**			X	**Unknown**
Account No. **BAC Home Loans Servicing** **450 American St.** **Simi Valley, CA 93065**		-	**5650 E Sahara Ave #1011 Lien**			X	**Unknown**
Account No. **Chase** **2780 Lake Vista Dr** **Lewisville, TX 75067**		-	**Unpiad Lien 5733 Larkdale**			X	**Unknown**
Account No. **City of Henderson** **PO Box 52767** **Phoenix, AZ 85072**		-	**Unpaid Utilities 3171 Castle Canyon**			X	**Unknown**
Account No. **City of North Las Vegas** **2200 Civic Center Dr** **North Las Vegas, NV 89030**		-	**Unpaid Utilities 5332 La Quinta**			X	**Unknown**
Sheet no. 1 of 5 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page)	0.00

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B6F (Official Form 6F) (12/07) - Cont.

In re Bourne Valley Court Trust, Debtor

Case No. 12-16387

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR	Husband, Wife, Joint, or Community H W J C	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
Account No. City of North Las Vegas 2200 Civic Center Dr North Las Vegas, NV 89030		-	Unpaid Utility Service 410 Horse Pointe			X	Unknown
Account No. City of North Las Vegas 2200 Civic Center Dr North Las Vegas, NV 89030		-	Unpaid Utility Service 4449 Laguna Garden			X	Unknown
Account No. Cortez Heights HOA PO Box 12117 Las Vegas, NV 89112		-	Unpaid HOA Lien 5332 La Quinta			X	Unknown
Account No. Dotson & Qualey 2320 Paseo Dr Prado #B205 Las Vegas, NV 89102		-	Judgement Lien 5650 E Sahara Ave #1101			X	Unknown
Account No. EMC Mortgage Corp 2780 Lake Vista Dr Lewisville, TX 75067		-	8129 Back Packer Lien			X	Unknown

Sheet no. 2 of 5 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims

Subtotal (Total of this page) 0.00

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B6F (Official Form 6F) (12/07) - Cont.

In re Bourne Valley Court Trust Case No. 12-16387
Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR	Husband, Wife, Joint, or Community H W J C	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
Account No. Hidden Crest Park Hurst HOA PO Box 12117 Las Vegas, NV 89112		-	Unpaid HOA Lien 1452 Bourne Valley			X	Unknown
Account No. Law Offices of Les Zieve 18377 Beach Blvd #210 Huntington Beach, CA 92648		-	Unpaid Lien 4254 Rollingstone Dr			X	Unknown
Account No. Leach Johnson Song & Gruchow 5495 S. Rainbow Blvd #202 Las Vegas, NV 89118		-	HOA Lien 3171 Castle Canyon			X	Unknown
Account No. Nevada Association Services TS #N67297 6224 W Desert Inn Rd #A Las Vegas, NV 89146		-	Unpaid HOA Lien 5650 E Sahara Ave #1101			X	Unknown
Account No. Quality Loan Service Corp 2141 5th Ave San Diego, CA 92101		-	Unpaid Lien 5733 Larkdale			X	Unknown
Sheet no. 3 of 5 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims			Subtotal (Total of this page)				0.00

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B6F (Official Form 6F) (12/07) - Cont.

In re Bourne Valley Court Trust, Debtor

Case No. 12-16387

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR	Husband, Wife, Joint, or Community H W J C	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
Account No. Republic Services 7 E. Sahara Ave Las Vegas, NV 89104		J	Unpaid Utility Service 1452 Bourne Valley			X	Unknown
Account No. Republic Services 7 E. Sahara Ave Las Vegas, NV 89104		J	Unpaid Utility Service 3621 Wild Willow			X	Unknown
Account No. Taylor Association Management 259 N Pecos Rd #100 Henderson, NV 89074		J	Unpaid HOA Lien 4449 Laguna Garden			X	Unknown
Account No. The Parks HOA 2300 W Sahara Ave #1130 Box 33 Las Vegas, NV 89102		J	Unpaid HOA Lien 410 Horse Pointe			X	Unknown
Account No. Trustee Corps 17100 Gillette Ave Irvine, CA 92614		J	Unpaid Lien 410 Horse Pointe			X	Unknown

Sheet no. 4 of 5 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims

Subtotal (Total of this page) 0.00

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B6F (Official Form 6F) (12/07) - Cont.

In re **Bourne Valley Court Trust** Case No. **12-16387**

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR	Husband, Wife, Joint, or Community H W J C	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
Account No. **US Bank C/O First American Trustee Serv 6 Campus Circle 2nd Floor Roanoke, TX 76262**		-	**Unpaid Lien 3621 Wild Willow**			X	**Unknown**
Account No.							
Account No.							
Account No.							
Account No.							

Sheet no. 5 of 5 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims

Subtotal (Total of this page) **0.00**

Total (Report on Summary of Schedules) **0.00**

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B6G (Official Form 6G) (12/07)

In re Bourne Valley Court Trust, Debtor

Case No. 12-16387

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Describe all executory contracts of any nature and all unexpired leases of real or personal property. Include any timeshare interests. State nature of debtor's interest in contract, i.e., "Purchaser", "Agent", etc. State whether debtor is the lessor or lessee of a lease. Provide the names and complete mailing addresses of all other parties to each lease or contract described. If a minor child is a party to one of the leases or contracts, 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).

☐ Check this box if debtor has no executory contracts or unexpired leases.

Name and Mailing Address, Including Zip Code, of Other Parties to Lease or Contract	Description of Contract or Lease and Nature of Debtor's Interest. State whether lease is for nonresidential real property. State contract number of any government contract.
Great Bridge Properties 900 S Las Vegas Blvd #810 Las Vegas, NV 89101	Property Management Agreement for 3171 Castle Canyon
Great Bridge Properties 900 S Las Vegas Blvd #810 Las Vegas, NV 89101	Property Management Agreement for 5332 La Quinta Hills
Great Bridge Properties 900 S Las Vegas Blvd #810 Las Vegas, NV 89101	Property Maangement Agreement for 8129 Back Packer
Great Bridge Properties 900 S Las Vegas Blvd #810 Las Vegas, NV 89101	Property Management Agreement for 410 Horse Pointe
Great Bridge Properties 900 S Las Vegas Blvd #810 Las Vegas, NV 89101	Property Management Agreement for 1452 Bourne Valley
Great Bridge Properties 900 S Las Vegas Blvd #810 Las Vegas, NV 89101	Property Management Agreement for 3621 Wild Willow
Great Bridge Properties 900 S Las Vegas Blvd #810 Las Vegas, NV 89101	Property Management Agreement for 4254 Rollingstone Dr
Great Bridge Properties 900 S Las Vegas Blvd #810 Las Vegas, NV 89101	Property Management Agreement for 4449 Laguna Garden
Great Bridge Properties 900 S Las Vegas Blvd #810 Las Vegas, NV 89101	Property Management Agreement for 5650 E Sahara Ave #1101
Great Bridge Properties 900 S Las Vegas Blvd #810 Las Vegas, NV 89101	Property Management Agreement for 5733 Larkdale

0 continuation sheets attached to Schedule of Executory Contracts and Unexpired Leases

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B6H (Official Form 6H) (12/07)

In re Bourne Valley Court Trust Case No. 12-16387
Debtor

SCHEDULE H - CODEBTORS

Provide the information requested concerning any person or entity, other than a spouse in a joint case, that is also liable on any debts listed by debtor in the schedules of creditors. Include all guarantors and co-signers. If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within the eight year period immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state, commonwealth, or territory. Include all names used by the nondebtor spouse during the eight years immediately preceding the commencement of this case. If a minor child is a codebtor or a 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).

☒ Check this box if debtor has no codebtors.

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR

0 continuation sheets attached to Schedule of Codebtors

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B6 Declaration (Official Form 6 - Declaration). (12/07)

United States Bankruptcy Court
District of Nevada

In re Bourne Valley Court Trust (Debtor(s)) Case No 12-16387 Chapter 11

DECLARATION CONCERNING DEBTOR'S SCHEDULES

DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF CORPORATION OR PARTNERSHIP

I, the Registered Agent of the corporation named as debtor in this case, declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of 18 sheets, and that they are true and correct to the best of my knowledge, information, and belief.

Date June 13, 2012 Signature /s/ Eddie Haddad
Eddie Haddad
Registered Agent

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.

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B7 (Official Form 7) (04/10)

United States Bankruptcy Court
District of Nevada

In re Bourne Valley Court Trust, Debtor(s) — Case No. 12-16387, Chapter 11

STATEMENT OF FINANCIAL AFFAIRS

This statement is to be completed by every debtor. Spouses filing a joint petition may file a single statement on which the information for both spouses is combined. If the case is filed under chapter 12 or chapter 13, a married debtor must furnish information for both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. An individual debtor engaged in business as a sole proprietor, partner, family farmer, or self-employed professional, should provide the information requested on this statement concerning all such activities as well as the individual's personal affairs. To indicate payments, transfers and the like to minor children, 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).

Questions 1 - 18 are to be completed by all debtors. Debtors that are or have been in business, as defined below, also must complete Questions 19 - 25. **If the answer to an applicable question is "None," mark the box labeled "None."** If additional space is needed for the answer to any question, use and attach a separate sheet properly identified with the case name, case number (if known), and the number of the question.

DEFINITIONS

"In business." A debtor is "in business" for the purpose of this form if the debtor is a corporation or partnership. An individual debtor is "in business" for the purpose of this form if the debtor is or has been, within six years immediately preceding the filing of this bankruptcy case, any of the following: an officer, director, managing executive, or owner of 5 percent or more of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership; a sole proprietor or self-employed full-time or part-time. An individual debtor also may be "in business" for the purpose of this form if the debtor engages in a trade, business, or other activity, other than as an employee, to supplement income from the debtor's primary employment.

"Insider." The term "insider" includes but is not limited to: relatives of the debtor; general partners of the debtor and their relatives; corporations of which the debtor is an officer, director, or person in control; officers, directors, and any owner of 5 percent or more of the voting or equity securities of a corporate debtor and their relatives; affiliates of the debtor and insiders of such affiliates; any managing agent of the debtor. 11 U.S.C. § 101.

1. Income from employment or operation of business

None ☒ State the gross amount of income the debtor has received from employment, trade, or profession, or from operation of the debtor's business, including part-time activities either as an employee or in independent trade or business, from the beginning of this calendar year to the date this case was commenced. State also the gross amounts received during the two years immediately preceding this calendar year. (A debtor that maintains, or has maintained, financial records on the basis of a fiscal rather than a calendar year may report fiscal year income. Identify the beginning and ending dates of the debtor's fiscal year.) If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income of both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT SOURCE

2. Income other than from employment or operation of business

None ☒ State the amount of income received by the debtor other than from employment, trade, profession, or operation of the debtor's business during the two years immediately preceding the commencement of this case. Give particulars. If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income for each spouse whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT SOURCE

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3. Payments to creditors

None ☒ *Complete a. or b., as appropriate, and c.*

a. *Individual or joint debtor(s) with primarily consumer debts:* List all payments on loans, installment purchases of goods or services, and other debts to any creditor made within 90 days immediately preceding the commencement of this case unless the aggregate value of all property that constitutes or is affected by such transfer is less than $600. Indicate with an (*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and credit counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS	AMOUNT PAID	AMOUNT STILL OWING

None ☒ b. *Debtor whose debts are not primarily consumer debts:* List each payment or other transfer to any creditor made within 90 days immediately preceding the commencement of the case unless the aggregate value of all property that constitutes or is affected by such transfer is less than $5,850*. If the debtor is an individual, indicate with an asterisk (*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and credit counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments and other transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS/ TRANSFERS	AMOUNT PAID OR VALUE OF TRANSFERS	AMOUNT STILL OWING

None ☒ c. *All debtors:* List all payments made within one year immediately preceding the commencement of this case to or for the benefit of creditors who are or were insiders. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR AND RELATIONSHIP TO DEBTOR	DATE OF PAYMENT	AMOUNT PAID	AMOUNT STILL OWING

4. Suits and administrative proceedings, executions, garnishments and attachments

None ☒ a. List all suits and administrative proceedings to which the debtor is or was a party within one year immediately preceding the filing of this bankruptcy case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

CAPTION OF SUIT AND CASE NUMBER	NATURE OF PROCEEDING	COURT OR AGENCY AND LOCATION	STATUS OR DISPOSITION

None ☒ b. Describe all property that has been attached, garnished or seized under any legal or equitable process within one year immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF PERSON FOR WHOSE BENEFIT PROPERTY WAS SEIZED	DATE OF SEIZURE	DESCRIPTION AND VALUE OF PROPERTY

5. Repossessions, foreclosures and returns

None ☒ List all property that has been repossessed by a creditor, sold at a foreclosure sale, transferred through a deed in lieu of foreclosure or returned to the seller, within one year immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR OR SELLER	DATE OF REPOSSESSION, FORECLOSURE SALE, TRANSFER OR RETURN	DESCRIPTION AND VALUE OF PROPERTY

* Amount subject to adjustment on 4/01/13, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

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6. Assignments and receiverships

None ▩ a. Describe any assignment of property for the benefit of creditors made within 120 days immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include any assignment by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF ASSIGNEE	DATE OF ASSIGNMENT	TERMS OF ASSIGNMENT OR SETTLEMENT

None ▩ b. List all property which has been in the hands of a custodian, receiver, or court-appointed official within one year immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CUSTODIAN	NAME AND LOCATION OF COURT CASE TITLE & NUMBER	DATE OF ORDER	DESCRIPTION AND VALUE OF PROPERTY

7. Gifts

None ▩ List all gifts or charitable contributions made within one year immediately preceding the commencement of this case except ordinary and usual gifts to family members aggregating less than $200 in value per individual family member and charitable contributions aggregating less than $100 per recipient. (Married debtors filing under chapter 12 or chapter 13 must include gifts or contributions by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF PERSON OR ORGANIZATION	RELATIONSHIP TO DEBTOR, IF ANY	DATE OF GIFT	DESCRIPTION AND VALUE OF GIFT

8. Losses

None ▩ List all losses from fire, theft, other casualty or gambling within one year immediately preceding the commencement of this case or since the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include losses by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

DESCRIPTION AND VALUE OF PROPERTY	DESCRIPTION OF CIRCUMSTANCES AND, IF LOSS WAS COVERED IN WHOLE OR IN PART BY INSURANCE, GIVE PARTICULARS	DATE OF LOSS

9. Payments related to debt counseling or bankruptcy

None ☐ List all payments made or property transferred by or on behalf of the debtor to any persons, including attorneys, for consultation concerning debt consolidation, relief under the bankruptcy law or preparation of the petition in bankruptcy within one year immediately preceding the commencement of this case.

NAME AND ADDRESS OF PAYEE	DATE OF PAYMENT, NAME OF PAYOR IF OTHER THAN DEBTOR	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY
The Firm, PC 200 E Charleston Blvd Las Vegas, NV 89104	5/30/12	$6000.00

10. Other transfers

None ▩ a. List all other property, other than property transferred in the ordinary course of the business or financial affairs of the debtor, transferred either absolutely or as security within two years immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF TRANSFEREE, RELATIONSHIP TO DEBTOR	DATE	DESCRIBE PROPERTY TRANSFERRED AND VALUE RECEIVED

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None ■ b. List all property transferred by the debtor within ten years immediately preceding the commencement of this case to a self-settled trust or similar device of which the debtor is a beneficiary.

NAME OF TRUST OR OTHER DEVICE	DATE(S) OF TRANSFER(S)	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY OR DEBTOR'S INTEREST IN PROPERTY

11. Closed financial accounts

None ■ List all financial accounts and instruments held in the name of the debtor or for the benefit of the debtor which were closed, sold, or otherwise transferred within one year immediately preceding the commencement of this case. Include checking, savings, or other financial accounts, certificates of deposit, or other instruments; shares and share accounts held in banks, credit unions, pension funds, cooperatives, associations, brokerage houses and other financial institutions. (Married debtors filing under chapter 12 or chapter 13 must include information concerning accounts or instruments held by or for either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF INSTITUTION	TYPE OF ACCOUNT, LAST FOUR DIGITS OF ACCOUNT NUMBER, AND AMOUNT OF FINAL BALANCE	AMOUNT AND DATE OF SALE OR CLOSING

12. Safe deposit boxes

None ■ List each safe deposit or other box or depository in which the debtor has or had securities, cash, or other valuables within one year immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include boxes or depositories of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF BANK OR OTHER DEPOSITORY	NAMES AND ADDRESSES OF THOSE WITH ACCESS TO BOX OR DEPOSITORY	DESCRIPTION OF CONTENTS	DATE OF TRANSFER OR SURRENDER, IF ANY

13. Setoffs

None ■ List all setoffs made by any creditor, including a bank, against a debt or deposit of the debtor within 90 days preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATE OF SETOFF	AMOUNT OF SETOFF

14. Property held for another person

None ■ List all property owned by another person that the debtor holds or controls.

NAME AND ADDRESS OF OWNER	DESCRIPTION AND VALUE OF PROPERTY	LOCATION OF PROPERTY

15. Prior address of debtor

None ■ If the debtor has moved within three years immediately preceding the commencement of this case, list all premises which the debtor occupied during that period and vacated prior to the commencement of this case. If a joint petition is filed, report also any separate address of either spouse.

ADDRESS	NAME USED	DATES OF OCCUPANCY

16. Spouses and Former Spouses

None ■ If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within eight years immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state.

NAME

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17. Environmental Information.

For the purpose of this question, the following definitions apply:

"Environmental Law" means any federal, state, or local statute or regulation regulating pollution, contamination, releases of hazardous or toxic substances, wastes or material into the air, land, soil, surface water, groundwater, or other medium, including, but not limited to, statutes or regulations regulating the cleanup of these substances, wastes, or material.

"Site" means any location, facility, or property as defined under any Environmental Law, whether or not presently or formerly owned or operated by the debtor, including, but not limited to, disposal sites.

"Hazardous Material" means anything defined as a hazardous waste, hazardous substance, toxic substance, hazardous material, pollutant, or contaminant or similar term under an Environmental Law

None ▩ a. List the name and address of every site for which the debtor has received notice in writing by a governmental unit that it may be liable or potentially liable under or in violation of an Environmental Law. Indicate the governmental unit, the date of the notice, and, if known, the Environmental Law:

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW

None ▩ b. List the name and address of every site for which the debtor provided notice to a governmental unit of a release of Hazardous Material. Indicate the governmental unit to which the notice was sent and the date of the notice.

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW

None ▩ c. List all judicial or administrative proceedings, including settlements or orders, under any Environmental Law with respect to which the debtor is or was a party. Indicate the name and address of the governmental unit that is or was a party to the proceeding, and the docket number.

NAME AND ADDRESS OF GOVERNMENTAL UNIT	DOCKET NUMBER	STATUS OR DISPOSITION

18 . Nature, location and name of business

None ☐ a. *If the debtor is an individual*, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was an officer, director, partner, or managing executive of a corporation, partner in a partnership, sole proprietor, or was self-employed in a trade, profession, or other activity either full- or part-time within six years immediately preceding the commencement of this case, or in which the debtor owned 5 percent or more of the voting or equity securities within six years immediately preceding the commencement of this case.

If the debtor is a partnership, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities, within six years immediately preceding the commencement of this case.

If the debtor is a corporation, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities within six years immediately preceding the commencement of this case.

NAME	LAST FOUR DIGITS OF SOCIAL-SECURITY OR OTHER INDIVIDUAL TAXPAYER-I.D. NO. (ITIN)/ COMPLETE EIN	ADDRESS	NATURE OF BUSINESS	BEGINNING AND ENDING DATES
Bourne Valley Court Trust	**45-5346162**	**C/O Resources Group LLC 900 Las Vegas Blvd S. #810 Las Vegas, NV 89107**	**Real Estate**	**5/1/2012-Current**

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None ■ b. Identify any business listed in response to subdivision a., above, that is "single asset real estate" as defined in 11 U.S.C. § 101.

NAME	ADDRESS

The following questions are to be completed by every debtor that is a corporation or partnership and by any individual debtor who is or has been, within six years immediately preceding the commencement of this case, any of the following: an officer, director, managing executive, or owner of more than 5 percent of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership, a sole proprietor, or self-employed in a trade, profession, or other activity, either full- or part-time.

(An individual or joint debtor should complete this portion of the statement only if the debtor is or has been in business, as defined above, within six years immediately preceding the commencement of this case. A debtor who has not been in business within those six years should go directly to the signature page.)

19. Books, records and financial statements

None ☐ a. List all bookkeepers and accountants who within two years immediately preceding the filing of this bankruptcy case kept or supervised the keeping of books of account and records of the debtor.

NAME AND ADDRESS	DATES SERVICES RENDERED
Rosie Bonilla **900 Las Vegas Blvd #810** **Las Vegas, NV 89101**	**1/2012-Current**

None ■ b. List all firms or individuals who within the two years immediately preceding the filing of this bankruptcy case have audited the books of account and records, or prepared a financial statement of the debtor.

NAME	ADDRESS	DATES SERVICES RENDERED

None ■ c. List all firms or individuals who at the time of the commencement of this case were in possession of the books of account and records of the debtor. If any of the books of account and records are not available, explain.

NAME	ADDRESS

None ■ d. List all financial institutions, creditors and other parties, including mercantile and trade agencies, to whom a financial statement was issued by the debtor within two years immediately preceding the commencement of this case.

NAME AND ADDRESS	DATE ISSUED

20. Inventories

None ■ a. List the dates of the last two inventories taken of your property, the name of the person who supervised the taking of each inventory, and the dollar amount and basis of each inventory.

DATE OF INVENTORY	INVENTORY SUPERVISOR	DOLLAR AMOUNT OF INVENTORY (Specify cost, market or other basis)

None ■ b. List the name and address of the person having possession of the records of each of the two inventories reported in a., above.

DATE OF INVENTORY	NAME AND ADDRESSES OF CUSTODIAN OF INVENTORY RECORDS

21 . Current Partners, Officers, Directors and Shareholders

None ■ a. If the debtor is a partnership, list the nature and percentage of partnership interest of each member of the partnership.

NAME AND ADDRESS	NATURE OF INTEREST	PERCENTAGE OF INTEREST

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None ■ b. If the debtor is a corporation, list all officers and directors of the corporation, and each stockholder who directly or indirectly owns, controls, or holds 5 percent or more of the voting or equity securities of the corporation.

NAME AND ADDRESS	TITLE	NATURE AND PERCENTAGE OF STOCK OWNERSHIP

22 . Former partners, officers, directors and shareholders

None ■ a. If the debtor is a partnership, list each member who withdrew from the partnership within one year immediately preceding the commencement of this case.

NAME	ADDRESS	DATE OF WITHDRAWAL

None ■ b. If the debtor is a corporation, list all officers, or directors whose relationship with the corporation terminated within one year immediately preceding the commencement of this case.

NAME AND ADDRESS	TITLE	DATE OF TERMINATION

23 . Withdrawals from a partnership or distributions by a corporation

None ■ If the debtor is a partnership or corporation, list all withdrawals or distributions credited or given to an insider, including compensation in any form, bonuses, loans, stock redemptions, options exercised and any other perquisite during one year immediately preceding the commencement of this case.

NAME & ADDRESS OF RECIPIENT, RELATIONSHIP TO DEBTOR	DATE AND PURPOSE OF WITHDRAWAL	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY

24. Tax Consolidation Group.

None ■ If the debtor is a corporation, list the name and federal taxpayer identification number of the parent corporation of any consolidated group for tax purposes of which the debtor has been a member at any time within six years immediately preceding the commencement of the case.

NAME OF PARENT CORPORATION	TAXPAYER IDENTIFICATION NUMBER (EIN)

25. Pension Funds.

None ■ If the debtor is not an individual, list the name and federal taxpayer-identification number of any pension fund to which the debtor, as an employer, has been responsible for contributing at any time within six years immediately preceding the commencement of the case.

NAME OF PENSION FUND	TAXPAYER IDENTIFICATION NUMBER (EIN)

DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF CORPORATION OR PARTNERSHIP

I declare under penalty of perjury that I have read the answers contained in the foregoing statement of financial affairs and any attachments thereto and that they are true and correct to the best of my knowledge, information and belief.

Date June 13, 2012 Signature /s/ Eddie Haddad
Eddie Haddad
Registered Agent

[An individual signing on behalf of a partnership or corporation must indicate position or relationship to debtor.]

Penalty for making a false statement: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

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United States Bankruptcy Court
District of Nevada

In re Bourne Valley Court Trust (Debtor(s)) Case No. 12-16387 Chapter 11

DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR(S)

1. Pursuant to 11 U.S.C. § 329(a) and Bankruptcy Rule 2016(b), I certify that I am the attorney for the above-named debtor and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered or to be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:

For legal services, I have agreed to accept	$	6,000.00
Prior to the filing of this statement I have received	$	6,000.00
Balance Due	$	0.00

2. The source of the compensation paid to me was:

☒ Debtor ☐ Other (specify):

3. The source of compensation to be paid to me is:

☒ Debtor ☐ Other (specify):

4. ☒ I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.

☐ I have agreed to share the above-disclosed compensation with a person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation is attached.

5. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:

a. Analysis of the debtor's financial situation, and rendering advice to the debtor in determining whether to file a petition in bankruptcy;
b. Preparation and filing of any petition, schedules, statement of affairs and plan which may be required;
c. Representation of the debtor at the meeting of creditors and confirmation hearing, and any adjourned hearings thereof;
d. [Other provisions as needed]
Negotiations with secured creditors to reduce to market value; exemption planning; preparation and filing of reaffirmation agreements and applications as needed; preparation and filing of motions pursuant to 11 USC 522(f)(2)(A) for avoidance of liens on household goods.

6. By agreement with the debtor(s), the above-disclosed fee does not include the following service:
Representation of the debtors in any dischargeability actions, judicial lien avoidances, relief from stay actions or any other adversary proceeding.

CERTIFICATION

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in this bankruptcy proceeding.

Dated: June 13, 2012

/s/ Ryan Alexander
Ryan Alexander 10845
The Firm, PC
200 E Charleston Blvd
Las Vegas, NV 89104
(702) 222-3476 Fax: (702) 252-3476
ryan@thefirm-lv.com

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United States Bankruptcy Court
District of Nevada

In re **Bourne Valley Court Trust**, Debtor

Case No. **12-16387**

Chapter **11**

LIST OF EQUITY SECURITY HOLDERS

Following is the list of the Debtor's equity security holders which is prepared in accordance with Rule 1007(a)(3) for filing in this chapter 11 case.

Name and last known address or place of business of holder	Security Class	Number of Securities	Kind of Interest
Eddie Haddad **C/O Resources Group LLC** **900 Las Vegas Blvd S. #810** **Las Vegas, NV 89107**			**Owner**

DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF CORPORATION OR PARTNERSHIP

I, the Registered Agent of the corporation named as the debtor in this case, declare under penalty of perjury that I have read the foregoing List of Equity Security Holders and that it is true and correct to the best of my information and belief.

Date **June 13, 2012**

Signature **/s/ Eddie Haddad**
Eddie Haddad
Registered Agent

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.

0 continuation sheets attached to List of Equity Security Holders

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United States Bankruptcy Court
District of Nevada

In re Bourne Valley Court Trust
Debtor(s)

Case No. 12-16387
Chapter 11

VERIFICATION OF CREDITOR MATRIX

I, the Registered Agent of the corporation named as the debtor in this case, hereby verify that the attached list of creditors is true and correct to the best of my knowledge.

Date: June 13, 2012

/s/ Eddie Haddad
Eddie Haddad/Registered Agent
Signer/Title

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EXHIBIT 16

In The Matter Of:

U.S. Bank National Association vs.

George R. Edwards, et al.

30(b)(6) David Alessi

November 28, 2016

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IN THE EIGHTH JUDICIAL DISTRICT COURT
FOR THE STATE OF NEVADA

IN AND FOR THE COUNTY OF CLARK

U.S. BANK NATIONAL ASSOCIATION, ND, A NATIONAL ASSOCIATION,

Plaintiff,

vs.) Case No. A-13-667696-C
) Dept. No. XVI

GEORGE R. EDWARDS, an individual, ANY AND ALL PERSON UNKNOWN, CLAIMING TO BE PERSONAL REPRESENTATIVES OF GEORGE R. EDWARDS ESTATE OR DULY APPOINTED, QUALIFIED, AND ACTING EXECUTOR OF THE WILL OF THE ESTATE OF GEORGE R. EDWARDS; RESOURCES GROUP, LLC, a Nevada Limited-Liability Company; GLENVIEW WEST TOWNHOMES ASSOCIATION, a Nevada non-profit corporation; DOES 1 through 10, inclusive, and ROES 1 through 10, inclusive,

Defendants.

And all related claims.

DEPOSITION OF DAVID ALESSI
30(b)(6) DEPONENT FOR ALESSI & KOENIG, LLC

Taken on November 28, 2016
at 1:11 p.m

at 703 South 8th Street
Las Vegas, Nevada

Reported By: Joanne C. Williams, RPR, CR
CCR No. 899

APPEARANCES:

For Plaintiff:
McCarthy & Holthus, LLP
By: Thomas N. Beckom, Esq.
9510 West Sahara Avenue, Suite 200
Las Vegas, Nevada 89117

For Defendant Resources Group, LLC:
Law Offices of Michael F. Bohn
By: Denise Mikrut, Esq.
376 East Warm Springs Road, Suite 140
Las Vegas, Nevada 89119

I N D E X

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E X H I B I T S

EXHIBITS PAGE
1 Affidavit of David Alessi, Esq. as Custodian of Records for Alessi & Koenig, LLC, copy of file of Alessi & Koenig 6

DAVID ALESSI,
having been first duly sworn, was examined and testified as follows:

EXAMINATION

BY MR. BECKOM:

Q All right. Can you please state and spell your name for the record.

A **David Alessi, A-l-e-s-s-i.**

Q Okay. And what brings you here -- I guess what brings you here today, Mr. Alessi?

A **I am the PMK for Alessi & Koenig. I'm here to go over the foreclosure file with you.**

Q Okay. Have you ever had your deposition taken before?

A **Yes, approximately 110 times this year.**

Q Just this year, huh?

A **Yes.**

Q Well, a lot of this is going to seem like old hat. The court reporter gave you an oath to tell the truth in this matter. Please be advised that this is the same kind of oath that you would give in a courtroom, so the same penalties of perjury apply to any testimony you give here today. Do you understand?

A Yes.

Q Okay. A couple of things don't transcribe well

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on court transcripts, uh-huhs, uh-uhs, nods of the head. I might understand you. Denise here might understand you. But it will not reflect well on a court transcript. So please try to avoid those kinds of gestures or statements in response to questions. Do you understand?
A Yes.
Q Our court reporter has very many talents. One of them is not transposing two people at the same time. So please make sure that you wait for me to fully finish my question before answering. Do you understand?
A Yes.
Q Have you had any alcohol or drugs or any other substances in the last 24 hours that would affect your ability to give testimony here today?
A No.
Q Is there any other reason why you can't give your best testimony here today?
A No.
MR. BECKOM: And I guess let the record reflect that Mr. Alessi is under a trial subpoena for another matter. Should he be called away I guess, will you stipulate to reschedule at an appropriate time?
MS. MIKRUT: Yes.
MR. BECKOM: Okay. So let the record reflect that both parties to this action will stipulate to

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continue the deposition at an appropriate time in the event Mr. Alessi is called away.
(Exhibit 1 marked)
BY MR. BECKOM:
Q Have you seen Exhibit 1 before?
A Yes.
Q Can you explain to me what it is that we are looking at?
A **There is an --**
Q Go ahead.
A **There is an affidavit from me as custodian of records. And I believe this is also a copy of our file on this matter.**
Q And what do you mean by file? Are you referring to the foreclosure file --
A Yes.
Q -- for 4254 Rollingstone Drive --
A Yes.
Q -- Las Vegas, Nevada 89103?
A Correct.
Q Okay. Can you take a minute and just kind of go through this and let me know -- This is your entire foreclosure file?
A Yes.
Q And is there any -- These documents, do they

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get -- are they kept in any kind of system at all?
A **Yes. We have an electronic program. One of the tabs in the program is a letters and notices tab. That is where the documents are saved or scanned into that would constitute our file.**
Q And then how do these documents get saved and input into the file?
A **They're either PDFed or scanned or just saved directly from an email, or if we print a Notice of Delinquent Assessment or Notice of Default, the program automatically saves a copy of that Notice into the letters and notices tab.**
Q Who inputs these documents into your system?
A **It depends on who the legal assistant is. At the time it looks like there is a Mary Indalecio, I-n -- Sorry. Check that. Attorney Ryan Kerbow signed the Notice of Trustee's Sale. Mary Indalecio, I-n-d-a-l-e-c-i-o, signed the Notice of Default. So she would have been the one to print it at that time.**
Q And so they are input into your system at or near the time that they are generated and/or received?
A Correct.
Q Okay. And you have no reason to believe that the documents I have set before you -- And I guess your office -- Let this reflect that these were documents

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produced to U.S. Bank pursuant to the subpoena and they were Bates stamped by Alessi & Koenig as A&K000001 through A&K000144.
Do you have any reason to believe that there is anything wrong with these documents?
A No.
Q Okay. Let's take a look at A&K000001. I guess let's start with some foundation first.
What do you do at Alessi & Koenig?
A **I do a lot of depositions. I'm one of the founding members of the firm. I was previously an HOA manager. So I have been in the HOA industry for approximately 20 years now. I do marketing. I do not practice law. As you know, I'm a California lawyer. I do not practice law in Nevada. I don't, for that matter, practice law in California either.**
Q Is there a reason why you don't practice law in California?
A **I just choose not to.**
Q Fair. And then how long -- You said you founded Alessi & Koenig?
A **I was one of the founding members, Robert Koenig and myself, early 2000s.**
Q How do you know Robert Koenig?
A **I have known Robert Koenig since the late 1990s.**

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He is a friend of mine. We were -- are neighbors -- were neighbors in southern California. I finished my last year of law school or last semester of law school at Pepperdine. He graduated from Pepperdine Law. We worked together in Malibu, California before I moved to Las Vegas. I have known Robert for quite a long time.

Q Okay. Let's go on to A&K -- I'm going to omit the zeros and just go with A&K1.

A Okay. Yes. A&K1 is the -- what I call the back end of the online status report. These are the data fields that would be transposed into the online status report that the HOA and the management company have access to via a username and password 24/7. As you can see on the left column, there are names. That would be the names of the individuals who entered the information underneath the heading Activity. The date I believe is automatically populated the day that the entry is made.

Q Okay. So anytime an action is taken on a file at Alessi & Koenig it would be input on this screen?

A Yes.

Q Okay. Would there be any activities that were taken on this file that would not have been inputted on the screen?

A Not that I can think of.

Q Okay. So let's start with -- Do you have a

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recollection about who you were conducting a foreclosure sale on behalf of?

A Well, I had looked at a ledger in the file. I believe the name of the association was Glenview West Townhomes.

Q And then how do you know Glenview West Townhomes?

A Well, I mean, I know them as one of our clients. I don't have a specific knowledge of that association.

Q You have never spoken with any of their community managers?

A I don't know if I have spent -- I believe I have spoken with their community manager. I believe their community manager was Old West Realty. I don't believe that I have spoken to any of the board members at Glenview. At least I have no recollection of having done so.

Q Do you have any recollection about who the specific person was at the management company that you spoke with?

A No.

Q Okay. Do you know how many times you spoke with this person? Do you recall?

A No. I don't -- I don't -- I wouldn't have been the main contact person. The legal assistant handling

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the day-to-day activities of the file for the association would be their -- the manager's primary contact. We represent several dozen HOA management companies and several hundred HOAs, so I don't have a specific recollection. I believe the owner of Old West Realty was Judy Fenner.

Q Judy Fenner?

A Fenner I believe.

Q But you have no specific recollection of your interactions with Ms. Fenner?

A I don't know if -- I don't know that I ever spoke to her. If I did, it may have been once or twice, years and years ago.

Q Okay.

A I don't have any specific recollection.

Q Okay. Let's move on to A&K number 3. Can you tell me what it is that we are looking at?

A A&K number 3 is a Real Property Parcel Record. We pull this record at the beginning of the foreclosure process when a file is opened.

Q Why do you pull this record at the beginning of the foreclosure process when a file is opened?

A The record gives us the parcel number which we will need for the foreclosure process. It also instructs us as to whether or not there is an off site mailing

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address for the homeowner as well as offering the legal description of the property. It gives us the recorded document number for the Deed of Trust or the Grant Deed.

Q Okay. So this is the document that you rely on to get all your information for your foreclosure notices?

A Not -- Well, not all of it, but a starting point.

Q Understood. Is there any other information you get from this document other than the name of -- I guess the legal description and the mailing address of the homeowner?

A Well, we would have the recorded document number for the last transfer of title. And we may cross-reference that to pull that actual document.

Q Does your office analyze the form or the area called real property assessed value at all during this process?

A No. We wouldn't analyze that during this stage of the process. There may be some reference to the assessed value after the property sells, but I don't know that it's altogether relevant at this stage of the process.

Q So at no point in time do you take notice of the total -- like the area in this document that says total taxable value?

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A I don't know if at no point in time. Like I said, there were different recorders that were working at the Clark County Recorder's Office between 2012 and 2015. And as I testified before, my understanding is that one of the recorders required that the document carry transfer tax, be set at the assessed value of the property. My understanding is that another recorder required that that number be calculated based upon the amount that the property sold at the trustee's sale. So in that way the assessed value of the property became somewhat relevant.

Q Understood. So let's move on then to A&K number 6.

A So A&K number 6 is a PACER -- what is titled a PACER Case Locator. This is a document that we would pull to discover whether or not the homeowner was in bankruptcy.

Q And based on I guess your review of this document, was the homeowner in bankruptcy at the time this file was referred to you?

A The homeowner's name is George Edwards. It looks like the property is held in a trust. I don't know if I would be able to tell if the same George Edwards was in bankruptcy simply by looking at this document. My understanding is that there may have been a bankruptcy

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issue. But I don't see reference to any on the status report.

Q Is there any other reason that you would review bankruptcy records other than to determine if the borrower was in bankruptcy?

A No. That would be the reason. As you know, if a borrower is in bankruptcy, an automatic stay is created. So we would want to know whether or not a borrower or in our case a homeowner in the association was in bankruptcy.

Q How many times do you review for bankruptcies during the course of litigation -- not litigation, foreclosure?

A We check for bankruptcies at each stage of the process. So we would be looking -- so generally two, three -- two or three times.

Q When do those two or three times happen?

A When we open the file, when a Notice of Default is recorded and when a Notice of Trustee's Sale is recorded. We would also check for a bankruptcy when the -- shortly before the Notice of Trustee's Sale is cried.

Q Okay. So --

A We could call that a sale date.

Q So it's before the Notice of Default and the

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Notice of Sale and shortly before the actual sale?

A Correct. And also when we open the file, but generally at the Notice of Delinquent Assessment stage.

Q And there would be no other reason that you would review for a bankruptcy?

A We would be looking for a bankruptcy -- We would be looking to see if the delinquent homeowner has filed bankruptcy to see whether or not the automatic stay is in effect.

Q I believe you stated previously that A&K001, that was a record of everything that had gone on on this file, correct?

A Generally that is a record -- Well, I don't know if it's everything that had gone on. I think your question was all activities. And I actually thought to ask you how you define that. But all relevant activities that we would want to communicate to our client would be on the status report.

I don't know if every interoffice note would be there or non-relevant activities that the legal assistant -- There may be certain -- When you said activities, I took that to mean the steps in the foreclosure process related to the file. Maybe you want to define it.

Q It looks like -- I'm not seeing any notations

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for bankruptcy searches. Is it fair to say that bankruptcy searches are not indicated on your ledger, A&K1 and 2?

A I see. That is correct. We would not make a note in the status report that we did a PACER search.

Q Is there any reason why?

A No.

Q Okay. Let's go on to A&K8.

A A&K8 is a Notice of Intent to Lien dated November 3rd, 2010. It shows that there is a certified mail receipt copied onto the face of the document, reflecting that the document was mailed certified November 3rd, 2010. We also mailed this document regular mail, regular First-Class Mail.

Q Who all do you mail this document to?

A We mail this document to the delinquent homeowner only.

Q Why do you only mail it to the delinquent homeowner?

A That's just our policy.

Q Why is that your policy?

A That is our Nevada counsel's opinion as to what the statute requires and the association's collection policy.

Q Understood. And I'm looking at A&K number 9.