

Case No. 77010
IN THE SUPREME COURT OF NEVADA

JP MORGAN CHASE BANK,
National Association, a national
association

Appellant,

vs.

SFR INVESTMENTS POOL 1, LLC,
Respondent.

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Jul 12 2019 11:51 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

APPEAL

From the Eighth Judicial District Court, Clark County
The Honorable JIM CROCKETT, District Judge
District Court Case No. A-13-692304-C

RESPONDENT'S SUPPLEMENTAL APPENDIX

JACQUELINE A. GILBERT, ESQ.
Nevada Bar No. 10593

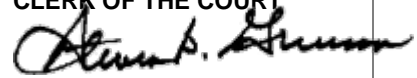
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**EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA**

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION, a national association,

Plaintiff,

vs.

SFR INVESTMENTS POOL 1, LLC, a
Nevada limited liability company; DOES 1
through 10; and ROE BUSINESS ENTITIES
1 through 10, inclusive,

Defendants.

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

Counter-Claimant,

vs.

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION, a national association;
ROBERT M. HAWKINS, an individual;
CHRISTINE V. HAWKINS, an individual;
DOES 1 10 and ROE BUSINESS ENTITIES
1 through 10 inclusive,

Counter-Defendant/Cross-Defendants

Case No. A-13-692304-C

Dept. No. XXIV

**SFR INVESTMENTS POOL 1, LLC'S
MOTION FOR SUMMARY JUDGMENT**

SFR Investments Pool 1, LLC ("SFR") hereby files its Motion for Summary Judgment against JP MORGAN CHASE BANK, NATIONAL ASSOCIATION (the "Bank") pursuant to NRCP 56(c). This Motion is based on the papers and pleadings on file herein, the following memorandum of points and authorities, the Declaration of Jacqueline A. Gilbert, Esq. ("Gilbert

Ex. A

EXHIBIT A

Declaration of Jacqueline A. Gilbert

Ex. A

**DECLARATION OF JACQUELINE A. GILBERT IN SUPPORT OF SFR
INVESTMENTS POOL 1, LLC'S MOTION FOR SUMMARY JUDGMENT**

I, Jacqueline A. Gilbert, Esq., declare as follows:

1. I am an attorney with Kim Gilbert Ebron, and I am admitted to practice law in the State of Nevada.

2. I am counsel for SFR Investments Pool 1, LLC ("SFR") in this action.

3. I make this declaration in support of SFR's Motion for Summary Judgment.

4. I have personal knowledge of the facts set forth below based upon my review of the documents produced in this matter, except for those factual statements expressly made upon information and belief, and as to those facts, I believe them to be true, and I am competent to testify.

5. I am knowledgeable about how Kim Gilbert Ebron maintains its records associated with litigation, including litigation in this case. In connection with this litigation **3263 Morning Springs Drive, Henderson, Nevada 89074; Parcel No. 177-24-514-043** (the "Property"), I reviewed the documents attached hereto as **Exhibits A-1 through A-6**.

7. Attached hereto as **Exhibit A-1** through **A-6**, are true and correct copies of excerpts from JPMORGAN CHASE BANK, NATIONAL ASSOCIATION's ("the Bank") Initial and Supplemental Disclosures of Witnesses and Documents.

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

Dated this 13th day of April, 2018.

/s/Jacqueline A. Gilbert
Jacqueline A. Gilbert

EXHIBIT A-1

Deed of Trust

20060612-0003526

Assessor's Parcel Number:
177-24-514-043
Return To: GreenPoint Mortgage Funding,
Inc.
981 Airway Court, Suite E
Santa Rosa, CA 95403-2049

Prepared By: GreenPoint Mortgage
Funding, Inc.
100 Wood Hollow Drive, Novato, CA 94945
Recording Requested By: GreenPoint Mortgage
Funding, Inc.
981 Airway Court, Suite E
Santa Rosa, CA, 95403-2049

Fee: \$34.00
N/C Fee: \$0.00

06/12/2006 14:00:35
720060102535

Requestor:
LAYERS TITLE OF NEVADA

Frances Deane KCP
Clark County Recorder Pgs: 21

[Space Above This Line For Recording Data]

DEED OF TRUST MIN

Redacted

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated June 7, 2006 together with all Riders to this document.

(B) "Borrower" is Robert M. Hawkins and Christina V. Hawkins, Husband And Wife as joint tenants.

Borrower is the trustor under this Security Instrument.

(C) "Lender" is GreenPoint Mortgage Funding, Inc.

Lender is a Corporation organized and existing under the laws of the State of New York.

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

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

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Lender's address is 100 Wood Hollow Drive, Novato, CA 94945

(D) "Trustee" is Marin Conveyancing Corp.

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (818) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated June 7, 2006

The Note states that Borrower owes Lender two hundred forty thousand and 00/100

Dollars

(U.S. \$240,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than July 1, 2036

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

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

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

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

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

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

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

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

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

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

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

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time.

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time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

As more particularly described in exhibit "A" attached hereto and made a part hereof.

Parcel ID Number: 177-24-514-043

263 Morning Springs Drive

Henderson

("Property Address").

which currently has the address of

[Street]

[City], Nevada 89074 [Zip Code]

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

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

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

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

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 3 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Witnesses:

Robert M. Hawkins (Seal)
-Borrower

Christine V. Hawkins (Seal)
-Borrower

-Borrower (Seal)
-Borrower

-Borrower (Seal)
-Borrower

-Borrower (Seal)
-Borrower

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STATE OF NEVADA
COUNTY OF *Clerk*

This instrument was acknowledged before me on
Robert M. Hawkins, Christine V. Hawkins

June 8, 2004

by

Tracey Derrick

Mail Tax Statements To:
Robert M. Hawkins
3263 Morning Springs Drive, Henderson, NV 89074 USA



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CHASE-HAWKINS0038

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EXHIBIT "A"

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

Lot Fifty (50) in Block Ten (10) of SEASONS AT PEBBLE CANYON, as shown by
map thereof on file in Book 53 of Plats, Page 45, in the Office of the County
Recorder of Clark County, Nevada. └

Assessor's Parcel Number: **177-24-514-043**

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 7th day of June, 2006, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to GreenPoint Mortgage Funding, Inc.

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 3263 Morning Springs Drive, Henderson, NV 89074 /

[Property Address]

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

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

[Name of Planned Unit Development]

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

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

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

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MULTISTATE PUD RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3180 1/01

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

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

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

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

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

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

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

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

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

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

Robert M. Hawkins (Seal)
Robert M. Hawkins -Borrower

Christine V. Hawkins (Seal)
Christine V. Hawkins -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

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OCCUPANCY RIDER TO MORTGAGE/ DEED OF TRUST/SECURITY DEED

THE OCCUPANCY RIDER is made this 7th day of June, 2006, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note (the "Note") to GreenPoint Mortgage Funding, Inc. (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

3263 Morning Springs Drive, Henderson, NV 89074
("Property Address")

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

1. That the above-described property will be personally occupied by the Borrower as their principal residence within 60 days after the execution of the Security Instrument and Borrower shall continue to occupy the property as their principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld.
2. That if residency is not established as promised above as well as in the Security Instrument, the Lender may, without further notice, take any or all of the following actions:
 - a. increase the interest rate on the Note by one-half of one percent (0.500%) per annum on a fixed-rate loan or increase the Margin on an Adjustable Rate Note by one-half of one percent (0.500%) per annum and to adjust the principal and interest payments to the amount required to pay the loan in full within the remaining term; and/or
 - b. charge a non-owner occupancy rate adjustment fee of two percent (2.00%) of the original principal balance and/or
 - c. require payment to reduce the unpaid principal balance of the loan to the lesser of (1) 70% of the purchase price of the property or (2) 70% of the appraised value at the time the loan was made. The reduction of the unpaid principal balance shall be due and payable within thirty (30) days following receipt of a written demand for payment, and if not paid within thirty (30) days will constitute a default under the terms and provisions of the Note and Security Instrument, and/or
 - d. declare a default under the terms of the Note and Security Instrument and begin foreclosure proceedings, which may result in the sale of the above-described property; and/or
 - e. refer what is believed to be fraudulent acts to the proper authorities for prosecution. It is a federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements or reports for the purpose of influencing in any way the action of the Lender in granting a loan on the above property under the provisions of TITLE 18, UNITED STATES CODE, SECTIONS 1010 AND 1014.

It is further understood and agreed that any forbearance by the Lender in exercising any right or remedy given here, or by applicable law, shall not be a waiver of such right or remedy.

Should any clause, section or part of this Occupancy Rider be held or declared to be void or illegal for any reason, all other clauses, sections or parts of this Occupancy Rider which can be effected without such illegal clause, section or part shall nevertheless continue in full force and effect.

It is further specifically agreed that the Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies set forth above, including but not limited to, reasonable attorney's fees.

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

Robert M. Hawkins
Robert M. Hawkins

(Borrower)

Christine V. Hawkins
Christine V. Hawkins

(Borrower)

(Borrower)

(Borrower)

(Borrower)

(Borrower)

(Borrower)

(Borrower)

33

Ex. A-2

EXHIBIT A-2

Assignment of Deed of Trust

Ex. A-2

(2)
Stewart Title

APN#: 177-24-514-043

AND WHEN RECORDED MAIL TO

CALIFORNIA RECONVEYANCE COMPANY
9200 Oakdale Avenue
Mail Stop: CA2-4379
Chatsworth, CA 91311

Inst #: 200910270000618

Fees: \$16.00

N/C Fee: \$0.00

10/27/2009 08:52:54 AM

Receipt #: 107162

Requestor:

SPL INC

Recorded By: GILKS Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

Space above this line for recorder's use only

Title Order No. 1024157 Trustee Sale No. 137803NV Loan No. Redacted

ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to JPMorgan Chase Bank, National Association all beneficial interest under that certain Deed of Trust dated 06/07/2006 executed by ROBERT M HAWKINS AND CHRISTINE V HAWKINS, HUSBAND AND WIFE AS JOINT TENANTS, as Trustor; to MARIN CONVEYANCING CORP., as Trustee; and Recorded 06/12/2006, Instrument 0003526, Book 20060612, Page of Official Records in the Office of the County Recorder of CLARK County, Nevada..

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

Property Address: 3263 MORNING SPRINGS DRIVE
HENDERSON, NV 89074

Title Order No. 1024157 Trustee Sale No. 137803NV Loan No. Redacted

Date: October 26, 2009

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.



COLLEEN IRBY, OFFICER

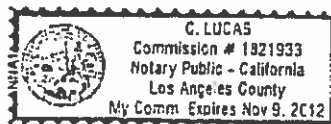
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On October 26, 2009 before me, C LUCAS, "Notary Public," personally appeared COLLEEN IRBY who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature  (Seal)



Ex. A-3

EXHIBIT A-3

Substitution of Trustee

Ex. A-3

2
Stewart Title

APN# 177-24-514-043

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

Inst #: 200910270000619

Fee: \$15.00

W/C Fee: \$0.00

10/27/2009 08:52:54 AM

Receipt #: 107182

Requestor:

SPL INC

Recorded By: GILKS Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

✓ Space above this line for recorder's use only
Title Order No. 1024157 Trustee Sale No. 137803NY Loan No. Redacted

SUBSTITUTION OF TRUSTEE

WHEREAS, ROBERT M HAWKINS AND CHRISTINE V HAWKINS, HUSBAND AND WIFE AS JOINT TENANTS was the original Trustor, MARIN CONVEYANCING CORP. was the original Trustee, and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., (MERS), SOLELY AS NOMINEE FOR LENDER, GREENPOINT MORTGAGE FUNDING, INC., ITS SUCCESSORS AND ASSIGNS, was the original Beneficiary under that certain Deed of trust dated 06/07/2006, Recorded 06/12/2006, Book 20060612, Page Instrument 0003526 of Official Records in the office of the Recorder of CLARK County, Nevada.

WHEREAS, JPMorgan Chase Bank, National Association the undersigned, is the present Beneficiary under said Deed of Trust, and,

WHEREAS, the undersigned, desires to substitute a new Trustee under said Deed of Trust in the place of and stead of said original Trustee thereunder.

Now, THEREFORE, the undersigned Beneficiary hereby substitutes CALIFORNIA RECONVEYANCE COMPANY, 9200 Oakdale Avenue CA2-4379, Chatsworth, CA 91311, as Trustee of Said Deed of Trust.

Whenever the context hereof so requires, the masculine gender includes the feminine and/or neuter, and the singular number indicates the plural.

Date: 10/26/09

JPMorgan Chase Bank, National Association


COLLEEN IRBY, OFFICER

Title Order No. 1024157 Trustee Sale No. 137803NV Loan No. Redacted

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On October 26, 2009, before me, C LUCAS, "Notary Public" personally appeared COLLEEN IRBY, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

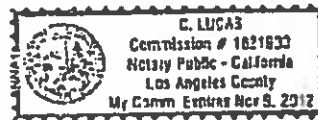
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



Ex. A-4

EXHIBIT A-4

Foreclosure Deed

Ex. A-4

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

Inst #: 201303060001648
Fees: \$18.00 N/C Fee: \$0.00
RPTT: \$20.40 Ex: #
03/06/2013 11:35:06 AM
Receipt #: 1522804
Requestor:
NORTH AMERICAN TITLE SUNSET
Recorded By: DXI Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER

FORECLOSURE DEED

APN # 177-24-514-043
North American Title #33131

NAS # N71869

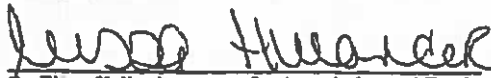
The undersigned declares:

Nevada Association Services, Inc., herein called agent (for the Pebble Canyon HOA), was the duly appointed agent under that certain Notice of Delinquent Assessment Lien, recorded August 3, 2012 as instrument number 0001446 Book 20120803, in Clark County. The previous owner as reflected on said lien is Robert M Hawkins, Christine V Hawkins. Nevada Association Services, Inc. as agent for Pebble Canyon HOA does hereby grant and convey, but without warranty expressed or implied to: SFR Investments Pool 1, LLC (herein called grantee), pursuant to NRS 116.31162, 116.31163 and 116.31164, all its right, title and interest in and to that certain property legally described as: SEASONS AT PEBBLE CANYON, PLAT BOOK 53, PAGE 45, LOT 50, BLOCK 10 Clark County

AGENT STATES THAT:

This conveyance is made pursuant to the powers conferred upon agent by Nevada Revised Statutes, the Pebble Canyon HOA governing documents (CC&R's) and that certain Notice of Delinquent Assessment Lien, described herein. Default occurred as set forth in a Notice of Default and Election to Sell, recorded on 9/20/2012 as instrument #0001446 Book 20120920 which was recorded in the office of the recorder of said county. Nevada Association Services, Inc. has complied with all requirements of law including, but not limited to, the elapsing of 90 days, mailing of copies of Notice of Delinquent Assessment and Notice of Default and the posting and publication of the Notice of Sale. Said property was sold by said agent, on behalf of Pebble Canyon HOA at public auction on 3/1/2013, at the place indicated on the Notice of Sale. Grantee being the highest bidder at such sale, became the purchaser of said property and paid therefore to said agent the amount bid \$3,700.00 in lawful money of the United States, or by satisfaction, pro tanto, of the obligations then secured by the Delinquent Assessment Lien.

Dated: March 1, 2013



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

CHASE-HAWKINS0011

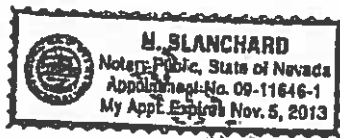
SA000033

STATE OF NEVADA)
COUNTY OF CLARK)

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

(Seal)

(Signature)



M. Blanchard

LESSOR'S COPY

CHASE-HAWKINS0012

SA000034

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

a. 177-24-514-043

b. _____

c. _____

d. _____

2. Type of Property:

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

FOR RECORDERS OPTIONAL USE ONLY

Book: _____ Page: _____

Date of Recording: _____

Notes: _____

3.a. Total Value/Sales Price of Property

\$ 3,700.00

b. Deed in Lieu of Foreclosure Only (value of property) _____

c. Transfer Tax Value: \$ 3,700.00

d. Real Property Transfer Tax Due: \$ 20.40

4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090, Section _____

b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: 100 %

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

Signature: [Signature] Capacity: Agent

Signature: _____ Capacity: _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

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

BUYER (GRANTEE) INFORMATION
(REQUIRED)

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

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

North American Title Company _____ Escrow # 38131 / N71869
8485 W. Sunset Road #111 _____ State: _____ Zip: _____
Las Vegas, NV 89113 _____

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

CHASE-HAWKINS0013

SA000035

EXHIBIT A-5

Substitution of Trustee

RECORDING REQUESTED BY:
National Default Servicing Corporation
WHEN RECORDED MAIL TO:
National Default Servicing Corporation
7720 N. 16th Street, Suite 300
Phoenix, AZ 85020

NDSC File No. : 11-36688-JF-NV

APN

Redacted

: 177-24-514-043

Inet #: 201302220001500

Fees: \$17.00

N/C Fee: \$0.00

02/22/2013 11:58:39 AM

Receipt #: 1507348

Requestor:

PREMIER AMERICAN TITLE

Recorded By: BGN Pgs: 1

DEBBIE CONWAY

CLARK COUNTY RECORDER

SUBSTITUTION OF TRUSTEE

WHEREAS, ROBERT M. HAWKINS AND CHRISTINE V. HAWKINS, HUSBAND AND WIFE AS JOINT TENANTS was the original Trustor(s), MARIN CONVEYANCING CORP. was the original Trustee and MORTGAGE ELECTRONIC REGISTRATIONS SYSTEMS, INC., NOMINEE FOR GREENPOINT MORTGAGE FUNDING, INC. ITS SUCCESSORS AND ASSIGNS was the original Beneficiary under that certain Deed of Trust dated 06/07/2006 and recorded on 06/12/2006 as Instrument No. 20060612-0003526 of the Official Records of CLARK County, State of NV and

WHEREAS, the undersigned is the present beneficiary under the said Deed of Trust, and

WHEREAS, the undersigned desires to substitute a new Trustee under said Deed of Trust in place of said original Trustee, or Successor Trustee, thereunder, in the manner in said Deed of Trust provided,

NOW, THEREFORE, the undersigned hereby substitutes NATIONAL DEFAULT SERVICING CORPORATION, An Arizona Corporation, whose address is 7720 N. 16th Street, Suite 300, Phoenix, Arizona 85020, as Trustee under said Deed of Trust. Said Substitute Trustee is qualified to serve as Trustee under the laws of this state.

Whenever the context hereof requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

Dated: 2-6-13

By: [Signature]
Its: Torla Y. McFadden-Williams
Vice President

STATE OF Ohio
COUNTY OF Franklin

On February 6, 2013, before me, the undersigned, a Notary Public for said State, personally appeared Torla Y. McFadden-Williams who personally known to me (or who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature [Signature]



TARAL TUCKER
Notary Public, State of Ohio
My Comm. Expires 05/26/2013

EXHIBIT A-6

Corporate Assignment

The undersigned does hereby affirm that this document submitted for recording does not contain personal information about any person.

Parcel #: 177-24-514-043

When Recorded Mail To:
JPMorgan Chase Bank, NA
C/O NTC 2100 Alt. 19 North
Palm Harbor, FL 34683

Loan #: 5303775687

Inst #: 201308230002507
Fees: \$18.00
N/C Fee: \$0.00
08/23/2013 01:16:00 PM
Receipt #: 1745305
Requestor:
NATIONWIDE TITLE CLEARING
Recorded By: MJM Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER



CORPORATE ASSIGNMENT OF DEED OF TRUST

Contact JPMORGAN CHASE BANK, N.A. for this instrument 780 Kansas Lane, Suite A, Monroe, LA 71203, telephone # (866) 756-8747, which is responsible for receiving payments.

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR GREENPOINT MORTGAGE FUNDING, INC., ITS SUCCESSORS AND ASSIGNS, WHOSE ADDRESS IS PO BOX 2026, FLINT, MI, 48501, (ASSIGNOR), by these presents does convey, grant, assign, transfer and set over the described Deed of Trust with all interest secured thereby, all liens, and any rights due or to become due thereon to JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, WHOSE ADDRESS IS 700 Kansas Lane, MC 8000, MONROE, LA 71203 (866)756-8747, ITS SUCCESSORS OR ASSIGNS, (ASSIGNEE).

Said Deed of Trust made by ROBERT M. HAWKINS AND CHRISTINE V. HAWKINS, and recorded on 06/12/2006 as Instrument # 20060612-0003526, and/or Book n/a, Page n/a, in the Recorder's office of CLARK County, Nevada.

Dated on 08 / 08 / 2013 (MM/DD/YYYY)

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR GREENPOINT MORTGAGE FUNDING, INC., ITS SUCCESSORS AND ASSIGNS

By:

Joshie S. Brazil
Joshie S. Brazil
ASST. SECRETARY

JPCAS 21206909 -- WAMU CJ5316992 MIN 100013800898380072 MERS PHONE 1-888-679-6377
T0613082215 [C] FRMNV1



D0002806519

Parcel #: 177-24-514-043

Loan #: 5303775687



STATE OF LOUISIANA
PARISH OF OUACHITA

On 08 / 08 / 2013 (MM/DD/YYYY), before me appeared Latochia S Brazil
to me personally known, who did say that he/she/they is/are the ASST. SECRETARY of MORTGAGE
ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR GREENPOINT MORTGAGE
FUNDING, INC., ITS SUCCESSORS AND ASSIGNS and that the instrument was signed on behalf of the
corporation (or association), by authority from its board of directors, and that he/she/they acknowledged the
instrument to be the free act and deed of the corporation (or association).

Signed: Heleen P. Tubbs
Heleen P. Tubbs
Notary Public - State of LOUISIANA
Commission expires: Upon My Death

HELEN P. TUBBS
OUACHITA PARISH, LOUISIANA
LIFETIME COMMISSION
NOTARY ID# 40382

Prepared By: E.Lance/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152
JPCAS 21206909 - WAMU CJ5316992 MIN 100013800898380072 MERS PHONE 1-888-679-6377
T0613082215 [C] FRMNV1



D0002806519

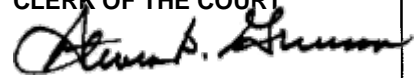
SA000040

Ex. B

EXHIBIT B

Judge Bell - Decision and
Order

Ex. B



1 DAO

2 EIGHTH JUDICIAL DISTRICT COURT

3 CLARK COUNTY, NEVADA

4 RIVER GLIDER AVENUE TRUST,

5 Plaintiff,

6 vs.

7 CITIMORTGAGE, INC.; CAL-WESTERN RECONVEYANCE
8 CORPORATION; AND ERIK M. DUNCAN.

9 Defendants.

Case No. A-13-680532-C

Dept. No. VII

10 CITIMORTGAGE, INC.,

11 Counterclaimant,

12 vs.

13 RIVER GLIDER AVENUE TRUST,

14 Cross/Counter-defendants.
15

16 **DECISION AND ORDER**

17 This case involves a dispute concerning title priority to the real property located at 336 River
18 Glider Ave., North Las Vegas, NV 89084, under a non-judicial homeowners association foreclosure.
19 Plaintiff River Glider Avenue Trust filed a complaint asserting quiet title and declaratory relief
20 claims against Defendants Citimortgage, Inc., Cal-Western Reconveyance Corporation, and Erik M.
21 Duncan. Citimortgage brought counterclaims for quiet title, declaratory relief, and unjust enrichment
22 against River Glider. This matter came before the Court for a bench trial on November 29, 2017.
23 The Court finds that CitiMortgage failed to tender the superpriority lien amount to The Parks
24 Homeowners Association to preserve Citimortgage's interest in the property. Accordingly, the NRS
25 116 foreclosure sale extinguished Citimortgage's interest in the property. The Court finds in favor of
26 Plaintiff River Glider Avenue Trust.
27
28

LINDA MARIE BELL
DISTRICT JUDGE
DEPARTMENT VII
JAN 29 2018

I. Findings of Fact

Erik Duncan is the former owner of 336 River Glider Avenue, North Las Vegas, NV 89084. Mr. Duncan obtained a home loan refinance for \$149,700.00 in January 2004. The refinance was secured by a deed of trust recorded on January 22, 2004. The deed of trust stated that Mortgage Electronic Registration System, Inc. ("MERS") was the beneficiary and nominee for the lender, Home Loan Center, Inc. The trustee was listed as Nevada Title Company.

Mr. Duncan failed to pay the homeowners' association monthly assessments. On April 25, 2011, Fuller Jenkins, as an agent for the HOA, recorded a lien notice against the property. Fuller stated in the lien notice that the total amount due was \$1,088.66, which included assessments, costs, fees, expenses, and advances. The lien notice did not specify the superpriority amount. Fuller on behalf of the HOA recorded a notice of default stating the amount due was \$1,948.35, including assessments, costs, fees, expenses, and advances. On November 1, 2011, Fuller recorded a notice of sale stating that the amount due to the HOA was \$3,573.09, including assessments, costs, fees, expenses, and advances. Every notice included an amount equal to at least nine months of homeowner monthly assessments without applicable additional amounts. The notice of sale stated that the HOA foreclosure sale was set for November 28, 2011. Fuller stated in the foreclosure deed that the November 28, 2011 sales price to River Glider was \$3,574.00.

The buyer at the sale was River Glider Avenue Trust. River Glider represented that it had no knowledge of the property prior to the sale other than what was recorded. Citimortgage received the notice of default and notice of sale prior to the sale. Citimortgage did not contact the HOA or Fuller to determine the superpriority lie amount and that it did not attend the sale. The foreclosure deed was recorded on January 4, 2012. This current action results from Citimortgage recording a notice of default and election to sell in contradiction to River Glider's position that Citimortgage's deed of trust was extinguished in the HOA foreclosure sale.

II. Conclusions of Law

River Glider brought claims for quiet title and declaratory relief. Citimortgage brought counterclaims for quiet title, declaratory relief, and unjust enrichment against River Glider. Each party's claims primarily center on the Court's determination of whether the HOA's foreclosure sale

1 was validly conducted and whether the deed of trust survived the foreclosure sale. Each party's
2 claims are dispositive on whether Fannie Mae had a valid interest in the property and if so if the
3 federal foreclosure bar preserves the deed of trust.

4 The deed of trust did not survive foreclosure sale. Citimortgage failed to protect its interest in
5 the property by failing to tender the superpriority lien amount on the property to the HOA.
6 Moreover, the HOA lawfully exercised its right to foreclose on the property under NRS 116 and
7 properly conducted the sale to extinguish the Citimortgage's interest in the property. There is no
8 evidence demonstrative that River Glider was not a bona fide purchaser. River Glider lawfully
9 purchased the property at the foreclosure sale subject to no prior interest. Further, Citimortgage did
10 not establish that Frannie Mae had a valid cognizable property interest in the Property.
11 Consequently, there is no application of the federal foreclosure bar that would preserve the deed of
12 trust. This Court quiets title in River Glider's favor.

13 **A. The Sale Complied with NRS Chapter 116**

14 Nevada Revised Statute 116.31162 provides the procedural requirements regarding
15 notices for HOAs seeking to secure a lien for unpaid assessments and fees. These requirements
16 include who must receive notice, method of notice, timing and recording requirements that put the
17 owner and any subsequent parties on notice that the property is subject to a homeowner association
18 lien. The HOA properly recorded a lien notice against the property; a notice of default; a notice of
19 sale; and a foreclosure deed. The HOA timely mailed, posted the required notices on the property
20 and in public places, and published in the Nevada Legal News. Every notice included an amount
21 equal to at least nine months of homeowner monthly assessments without applicable additional
22 amounts.
23
24

25 **i. The Default and Sale was Noticed Properly Pursuant to NRS Chapter**
26 **116**

27 Citimortgage admits that it received the notice of default and sale. The Clark
28 County Recorder records also show that all required recording requirements were met. Testimony by

Fuller Jenkins's sales trustee, Adam Clarkson, evidenced that the notices were mailed to the owner and other statutorily prescribed parties, including MERS, the beneficiary under the deed of trust. Citimortgage did not present any evidence contrary to River Glider's assertion that the notice provisions under NRS Chapter 116 were met.

ii. A Superpriority Lien Amount is Not Required to Be Specified in the Default and Sale Notices

The Nevada Supreme Court found that when an HOA sends notices regarding its lien to the homeowner and junior lienholds, it is "appropriate to state the total amount of the lien." SFR Investments Pool 1 v. U.S. Bank, 334 P.3d 408, 418 (2014), reh'g denied (Oct. 16, 2014). There is no requirement that homeowners association itemize the superpriority amount. Chapter 116 provides that provisions may be varied by agreement and, but that rights provided by Chapter 116 cannot be waived. The Nevada Supreme Court specifically rejected that the CC&R's can vary a statutory scheme. SFR at 419. These findings are especially true in cases where "nothing appears to have stopped [the holder of a deed of trust] from determining the precise superpriority amount in advance of the sale." SFR at 418.

Here, the HOA's notices state the total amount of the total lien without a breakdown of the superpriority lien. This is appropriate under Nevada law. The Court finds that Citimortgage's argument that the superpriority portion must be listed specifically is incorrect. The notices put Citimortgage on notice that Citimortgage's interest could be extinguished and is makes Citimortgatge's lack of attempt to contact the HOA or tender the superpriority amount more indicative of a finding that Citimortgage's interest was extinguished in the HOA foreclosure sale.

C. Citimortgage Did Not Make a Tender

Nevada Revised Statute Chapter 116 provides that a deed of trust can be extinguished under an HOA foreclosure for superpriority lien amount consisting of the last nine months of unpaid HOA dues and maintenance and nuisance-abatement charges, is 'prior to' a first deed of trust." SFR Investments Pool 1 v. U.S. Bank, 334 P.3d 408, 411, 419 (Nev. 2014). Specifically, "[t]he sale of a unit pursuant to NRS 116.31162, 116.31163 and 116.31164 vests in the purchaser the title of the unit's owner without equity or right of redemption." NRS 116.31166(3); see also SFR v. U.S. Bank,

334 P.3d 408, 412 (Nev. 2014). The deed of trust can be preserved if an unconditional tender offer for nine months of homeowner monthly assessments is made, even if unjustly rejected by the homeowners association.

A junior lienholder can pay off a homeowner association's lien to avoid the loss of its security. Id. at 414. Tender is "an offer of payment that is coupled either with no conditions or only with conditions upon which the tendering party has a right to insist." Fresk v. Kraemer, 99 P.3d 282, 286-7 (Or. 2004). Tender is satisfied where there is "an offer to perform a condition or obligation, coupled with the present ability of immediate performance, so that if it were not for the refusal of cooperation by the party to whom tender is made, the condition or obligation would be immediately satisfied." 15 Williston, A Treatise on the Law of Contracts, § 1808 (3d. ed. 1972). Tender extinguishes a superpriority lien, even if the tender is unjustifiably rejected. After tender of the superpriority amount, sale of the property is subject to any prior-recorded deed of trust. Stone Hollow Avenue Trust v. Bank of America Nat'l Ass'n, 382 P.3d 911 (Nev. 2016).

Citimortgage received notice that failing to satisfy the superpriority lien could result in a foreclosure sale that would extinguish the deed of trust. Citimortgage never contacted Fuller or the HOA to inquire about satisfaction and failed to tender the superpriority portion of the lien amount to the HOA. Without a valid offer to tender, the deed of trust was consequently extinguished upon the HOA's foreclosure sale.

D. Citimortgage Failed to Exhaust Legal Remedies

Although Citimortgage was on notice that it could have its deed of trust extinguished, nothing further was done to prevent that result. The Nevada Supreme Court has held that a bank must suffer having its interest extinguished when a bank failed to avail itself of its legal remedies prior to a homeowner association's sale. SFR at 414. The Nevada Supreme Court has also held that there are remedies that are available to a bank during and up to the conclusion of the sale, including attending the sale, requesting arbitration, and seeking to enjoin the sale. Shadow Wood HOA v. N.Y. Cmty. Bancorp., 366 P.3d 1105, 1114 (Nev. 2016). Citimortgage did not attend the sale, request arbitration, or otherwise do anything to avail itself to legal remedies available to it.

E. River Glider is a Bona Fide Purchaser

Citimortgage argues that River Glider is not a bona fide purchaser. A bona fide purchaser is a subsequent purchaser “for a valuable consideration and without notice of the prior equity, and without notice of facts which upon diligent inquiry would be indicated and from which notice would be imputed to him, if he failed to make such inquiry.” Shadow Wood at 1115. Citimortgage only disputes River Glider’s bona fide purchaser status in regards to notice because River Glider paid \$3,574.00 as valuable consideration.

Even finding of bona fide purchaser status, the Court must balance competing equities. Id. at 1114, 1116. The Court considers the actions and inactions of the parties when considering the potential harm an order will cause to bona fide purchasers. Id. A party can “demonstrate that the equities swayed so far in its favor as to support setting aside [the HOA] foreclosure sale,” even if it will negatively impact a bona fide purchaser. Id. at 1116.

i. A Homeowners’ Association’s CC&Rs Cannot Vary a State Statute

Citimortgage argues that River Glider is not a bona fide purchaser because the CC&Rs placed River Glider on notice. The CC&Rs stated that a foreclosure sale would not extinguish a first deed of trust. A homeowners’ association’s CC&Rs cannot waive NRS Chapter 116’s statutory rights. SFR at 419.

ii. River Glider was Only On Notice of Citimortgage’s Interest

A first deed of trust is extinguished in a homeowner association foreclosure sale unless the deed holder tenders the superpriority lien. The superpriority lien was not tendered and consequently Citimortgage’s interest was extinguished. It is the bank’s burden to show that a purchaser was on notice that there was a possible dispute regarding the deed of trust. Shadow Wood HOA v. N.Y. Cmty. Bancorp., 366 P.3d 1105, 1112 (Nev. 2016). The deed of trust being recorded does not put River Glider on notice that a dispute has arisen regarding Citimortgage and the HOA because Citimortgage did not avail itself of any legal remedies prior to the sale. Further, Citimortgage did not establish that River Glider’s bankruptcy proceedings evidenced that it was on notice that it would not take the property free and clear.

1 **iii. River Glider's Bankruptcy Proceedings Does Not Preclude River Glider**
2 **from Exercising Its Rights Under NRS Chapter 116**

3 Citimortgage asserts that River Glider is precluded from its rights as a bona
4 fide purchaser under NRS Chapter 116 because of River Glider's bankruptcy proceedings.
5 Citimortgage asserts that River Glider admits that it was not a bona fide purchaser because it listed
6 the property as an asset that may have another claimant. Citimortgage also argues that the
7 bankruptcy dismissal results in the instant matter triggering judicial estoppel.

8 **a. River Glider's Listing of a Potential Claim in Bankruptcy is not**
9 **an Admission**

10 To receive the protections of bankruptcy, a debtor must list any and all
11 potential claims to the assets of the bankruptcy estate in its schedules. A debtor is required to do so
12 to put any potential claimants on notice that their interests may be extinguished in a bankruptcy
13 proceeding and gives opportunity for a claimant to raise an adversary complaint. Here, River Glider
14 listed Citimortgage as a potential claimant because they had been on the deed of trust. Listing a
15 claimant is not an admission, but merely a mechanism to put potential parties on notice.

16 **b. Judicial Estoppel is Not Applicable**

17 Citimortgage further argues that the Court is precluded from
18 adjudicating the property under judicial estoppel but the factors for judicial estoppel are not
19 established. Judicial estoppel requires: 1) the same parties taking two positions; 2) the positions
20 taken in judicial or quasi-judicial administrative proceedings; 3) the party successful in asserting the
21 first position; 4) the positions are inconsistent; and 5) the first position was not taken as a result of
22 ignorance, fraud, or mistake. Marcuse v. Del Webb Communities, Inc., 163 P. 3d at 468-469 (Nev.
23 2007). Here, judicial estoppel does not apply because River Glider was under an obligation to list
24 any potential claim on its bankruptcy schedules. The bankruptcy court did not make a finding as to
25 the property as River Glider's bankruptcy was dismissed, not discharged. Consequently, River
26 Glider nor Citimortgage was successful in asserting their position and the issue is ripe for this Court
27 to adjudicate under NRS Chapter 116.

28 ///

F. Commercial Unreasonableness is Not a Reason for Inquiry

Foreclosure sales conducted pursuant to NRS Chapter 116 have a rebuttable presumption of validity. For a sale to be set aside, Nevada requires a showing of fraud, oppression, or unfairness to set aside a sale. Golden v. Tomiyasu, 387 P.2d 989, 995 (Nev. 1963).

i. Citimortgage Does Not Establish the Sale as Invalid Because there is No Evidence of Fraud, Oppression, or Unfairness

Citimortgage argues that the foreclosure sale for the property was commercially unreasonable because the property was only sold for \$3,574.00 when Citimortgage presented expert testimony that the fair market value at the time of the foreclosure was \$72,500.00. The Nevada Supreme Court has held that commercial unreasonableness is not an inquiry because HOA real property foreclosure sales are not evaluated under Article 9's standard. Nationstar Mortgage, LLC. v. Saticoy Bay LLC Series 2227 Shadow Canyon, 405 P.3d 641, 646 (Nev. 2017). Rather, Nevada requires evidence of fraud, oppression, or unfairness to set aside a sale. Golden, 995. The Nevada Supreme Court has additionally clarified that a low sales price alone is not evidence of fraud, oppression, or unfairness. Shadow Wood at 1112 (Nev. 2016). It appears that the HOA sale was a customary sale in accordance with the statute. As Citimortgage did not otherwise present any evident supporting allegations of fraud, oppression or unfairness it is concluded that the sale conducted fairly and properly. Consequently, the foreclosure sale extinguished Citimortgages's interest in the property was validly conducted.

G. The Federal Foreclosure Bar Cannot Be Invoked to Protect an Unknown Interest

Citmortgage alleges that the federal foreclosure bar prevents the extinguishment of the deed of trust because of preemption. The federal foreclosure bar under 12 U.S.C. Sec. 4617(b)(2) acts to bar any nonconsensual limitation or extinguishment through foreclosure of any interest in property held by Fannie Mae while in conservatorship. The federal foreclosure bar preempts the state foreclosure statute that would otherwise permit the HOA's foreclosure of its superpriority lien to extinguish the Enterprises' interest in property while the Enterprises are under

1 FHFA's conservatorship. Berezovsky v. Moniz, 869 F.3d 923, 930-31 (9th Cir. 2017).
2 Citimortgage's arguments fail primarily because it is not able to demonstrate that Fannie Mae owned
3 the property at the time of the sale.

4 **i. A Transfer of Property Ownership Must Satisfy the Statute of**
5 **Frauds**

6 Citimortgage alleges Fannie Mae's ownership prevents extinguishment of
7 Citimortgage's interest. The federal foreclosure bar operates when a federal interest is established.
8 12 U.S.C. Sec. 4617(j)(3). Under the federal foreclosure bar, "No property of the agency shall be
9 subject shall be subject to levy, attachment, garnishment, foreclosure, or sale without the consent of
10 the Agency, nor shall any involuntary lien attach to the property of the Agency." 12 U.S.C. Sec.
11 4617(j)(3). Without evidence sufficient to support a finding of Fannie Mae's property interest, state
12 law is used to establish property interests. "The existence of property rights is an issue controlled by
13 state law." Peoples National Bank of Washington v. Unites States, 777 F.2d 459, 461 (9th Cir.
14 1985). Here, no evidence exists to support a finding that Fannie Mae had an established interest.
15 Fannie Mae's expert, Graham Babbin testified Fannie Mae's ownership proof resides in a computer
16 database maintained solely by Fannie Mae. Mr. Babbin explained that Fannie Mae's interest data is
17 not entered by Fannie Mae employees, but that this data is entered by third-parties. There is no
18 writing signed by Fannie Mae evidencing Fannie Mae's ownership. Nevada law requires that
19 property interest be recorded. NRS 111.315. Pursuant to Nevada law, unrecorded conveyances are
20 void against bona fide purchasers. NRS 111.315 and 111.325. Fannie Mae never recorded an
21 interest in this property. Additionally, at the time of trial Fannie Mae failed to provide sufficient
22 evidence to support a finding that Fannie Mae owned the property.

23 **ii. Fannie Mae/FHFA Fail to Establish a Property Interest**

24 Fannie Mae's expert, Graham Babbin, testified that Fannie Mae purchases
25 hundreds of thousands of single family mortgages. Fannie Mae assists in stabilizing the housing
26 market by providing government back security to loans. Some of the loans are packaged and sold in
27 a pool to investors. The loan however is between the lending institution and borrower, with Fannie
28 Mae owning the note and the deed of trust. Citimortgage presented evidence consisting of a signed

1 transfer to an unstated person/entity that was not signed by Fannie Mae. This blank endorsement
2 does not evidence Fannie Mae's interest. Fannie Mae's interest is not listed anywhere in a writing.
3 Any indication of Fannie Mae's interest rests on third-party data entry entered by approved sellers
4 and resides in a computer application. The accuracy of the data on this computer application rests
5 solely with the entry of an approved seller who does not work within Fannie Mae. This data is not
6 accessible or searchable to any potential buyers that would put third-parties on notice, such as River
7 Glider. Pursuant to Fannie Mae/FHFA's servicing guideline in the year the sale occurred, the
8 remedy available to Fannie Mae/FHFA is against Citimortgage as the loan servicer for failing to act
9 to protect Fannie Mae/FHFA's interest. Consequently, when a bona fide purchaser buys a property
10 where Fannie Mae/FHFA's interest is not recorded and the sale complies with NRS Chapter 116, it
11 leaves Fannie Mae/FHFA with a remedy against Citimortgage, not the bona fide purchaser.

12 **H. Federal Foreclosure Bar Claims Raised by Citimortgage are Barred by the**
13 **Statute of Limitations**

14 River Glider contends any claim arising from the federal foreclosure bar is time
15 barred. Federal foreclosure bar claims have an applicable statute of limitations of either six years or
16 three years, depending on how the claim originates. 12 U.S.C. Sec. 4617(b)(12). A six year statute
17 of limitations applies to action arising from a contract claim and a three year statute of limitations
18 for actions arising from a tort claim. As there is no contract between HERA, Fannie Mae, or
19 Citimortgage and River Glider, the three year statute of limitation applies. Here, the sale date was
20 November 11, 2011. No assertion of a federal foreclosure bar was raised until May 15, 2015.
21 Consequently, the allegation of a federal foreclosure bar action under 12 U.S.C. Sec. 4617(j)(3) is
22 time barred.

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LINDA MARIE BELL
DISTRICT JUDGE
DEPARTMENT VII

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the date of filing, a copy of this Order was electronically served through the Eighth Judicial District Court EFP system or, if no e-mail was provided, by facsimile, U.S. Mail and/or placed in the Clerk's Office attorney folder(s) for:

Name	Party
Richard J. Vilkin, Esq. Geisendorf & Vilkin, PLLC	Counsel for Plaintiff/Counterdefendant River Glider Avenue Trust
Ariel E. Stern, Esq. Natalie Winslow, Esq. Akerman LLP	Counsel for Defendants CitiMortgage, Inc., Cal-Western Reconveyance Corporation


TINA HURD
JUDICIAL EXECUTIVE ASSISTANT, DEPARTMENT VII

AFFIRMATION

Pursuant to NRS 239B.030

The undersigned does hereby affirm that the preceding Decision and Order filed in District Court case number A680532 DOES NOT contain the social security number of any person.

/s/ Linda Marie Bell Date 12/6/2018
District Court Judge

Ex. C

EXHIBIT C

Stipulation to Remand

Ex. C

IN THE SUPREME COURT OF NEVADA

JPMORGAN CHASE BANK,
NATIONAL ASSOCIATION, a
national association,

Appellant,

v.

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

Respondent.

Supreme Court No. 71337

Electronically Filed
Sep 19 2017 11:10 a.m.
Elizabeth A. Brown
Clerk of Supreme Court

STIPULATION TO REMAND

Appellant JPMorgan Chase Bank, National Association (“Chase”) and respondent SFR Investments Pool 1, LLC (“SFR” and together with Chase, the “Parties”) stipulate as follows:

1. This appeal arises from a quiet title action involving property at 3263 Morning Springs Drive, Henderson, Nevada 89074 (the “Property”).
2. The Pebble Canyon Homeowners Association purportedly foreclosed against the Property on March 1, 2013 pursuant to a lien for delinquent assessments.
3. Chase seeks a declaration that a Deed of Trust recorded against the Property survived the foreclosure sale. SFR seeks a declaration that the Deed of Trust was extinguished.

4. Before the district court, Chase argued (among other things) that it was servicing the loan secured by the Deed of Trust on behalf of the Federal Home Loan Mortgage Corporation (“Freddie Mac”), which owned the loan. Chase further argued that 12 U.S.C. § 4617(j)(3) preempted Nevada law to the extent that Nevada law would allow an HOA foreclosure sale to extinguish a Deed of Trust securing a loan owned by Freddie Mac.

5. SFR argued (among other things) that Chase lacked standing to assert that § 4617(j)(3) preempted Nevada law. The district court entered summary judgment for SFR, and Chase appealed to this Court.

6. The district did not consider whether 12 U.S.C. § 4617(j)(3) preempts Nevada law, whether Freddie Mac owned the loan at the time of the sale, or whether Chase was servicing the loan at the time of the sale.

7. On June 22, 2017, this Court issued its opinion in Nationstar Mortg., LLC v. SFR Invs. Pool 1, LLC, 133 Nev. Adv. Op. 34, 396 P.3d 754 (2017), holding that a loan servicer has standing to argue that 12 U.S.C. § 4617(j)(3) preempts Nevada law.

8. Although Chase’s appeal divested the district court of jurisdiction over the summary judgment order, the district court may certify its intent to vacate the order. Thereafter, this Court may remand the case to allow the district court to

vacate the order. See Foster v. Dingwall, 126 Nev. 56, 228 P.3d 453 (2010); Huneycutt v. Huneycutt, 94 Nev. 79, 575 P.2d 585 (1978).

9. Attached hereto as Exhibit A is a *Stipulation Requesting Reconsideration and Certification* that the Parties filed with the district court, together with the district court's *Certification of Intent to Vacate Order Granting SFR Investments Pool 1, LLC's Motion for Summary Judgment*.

10. The Parties agree that this appeal should be dismissed without prejudice and that the case should be remanded for proceedings consistent with the district court's certification.

11. The Parties further agree that Chase may reinstate this appeal if the district court fails to vacate the summary judgment order.

12. The Parties further agree they will each bear their own fees and costs for this appeal.

Dated: September 19, 2017.

Dated: September 19, 2017.

BALLARD SPAHR LLP

KIM GILBERT EBRON

By: /s/ Matthew D. Lamb
Abran E. Vigil
Nevada Bar No. 7548
Matthew D. Lamb
Nevada Bar No. 12991
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By: /s/ Jacqueline A. Gilbert
Jacqueline A. Gilbert
Nevada Bar No. 10593
7625 Dean Martin Drive, Ste. 110
Las Vegas, Nevada 89139

Attorneys for Respondent

Attorneys for Appellant

CERTIFICATE OF SERVICE

I certify that on September 19, 2017, I filed the foregoing *Stipulation to Remand*. The following participants will be served electronically:

Jacqueline A. Gilbert
KIM GILBERT EBRON
7625 Dean Martin Drive, Suite 110
Las Vegas, NV 89139

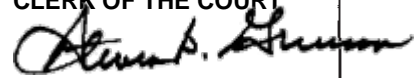
Counsel for Respondent

/s/ Sarah Walton

An employee of Ballard Spahr LLP

EXHIBIT A

EXHIBIT A



1 **SAO**

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9 *Attorneys for Plaintiff/Counter-*
10 *Defendant JPMorgan Chase Bank,*
N.A.

11 **DISTRICT COURT**

12 **CLARK COUNTY, NEVADA**

13 JPMORGAN CHASE BANK, NATIONAL
14 ASSOCIATION, a national association,

15 Plaintiff,

16 vs.

17 SFR INVESTMENTS POOL 1, LLC, a
18 Nevada Limited Liability company; DOES
19 1 through 10; and ROE BUSINESS
20 ENTITIES 1 through 10, inclusive;

21 Defendants.

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

24 Counter-Claimant,

25 vs.

26 JPMORGAN CHASE BANK N.A.,
27 NATIONAL ASSOCIATION, a national
28 association; ROBERT M. HAWKINS, an
individual; CHRISTINE V. HAWKINS, an
individual; DOES 1 10; and ROE
BUSINESS ENTITIES 1 through 10,
inclusive;

Counter-Defendants.

CASE NO. A-13-692304-C

DEPT. NO. XXIV

STIPULATION REQUESTING RECONSIDERATION AND CERTIFICATION

Plaintiff/Counter-Defendant JPMorgan Chase Bank, National Association ("Chase") and Defendant/Counter-Claimant SFR Investments Pool 1, LLC ("SFR" and together with Chase, the "Parties") stipulate as follows:

1. This is a quiet title action arising from a foreclosure sale of a residential property at 3263 Morning Springs Drive, Henderson, Nevada 89074 (the "Property").

2. Chase seeks a declaration that a Deed of Trust recorded against the Property as Instrument 20060612-0003526 survived an HOA foreclosure sale of the Property held on March 1, 2013. SFR seeks a declaration that the Deed of Trust was extinguished.

3. SFR filed a Motion for Summary Judgment on July 7, 2016. Chase filed an opposition on July 26, 2016 and SFR filed a reply on August 1, 2016.

4. Chase argued that, at the time of the foreclosure sale, it was servicing the loan secured by the Deed of Trust on behalf of the Federal Home Loan Mortgage Corporation ("Freddie Mac"), which owned the loan. Chase further argued that 12 U.S.C. § 4617(j)(3) preempted Nevada law to the extent that Nevada law would allow an HOA foreclosure sale to extinguish a Deed of Trust securing a loan owned by Freddie Mac or the Federal National Mortgage Association ("Fannie Mae").

5. SFR argued, among other things, that Chase lacked standing to assert that 12 U.S.C. § 4617(j)(3) preempted Nevada law.

6. The Court granted SFR's Motion for Summary Judgment in an order filed August 23, 2016.

7. Chase filed a notice of appeal on September 16, 2016. The appeal remains pending before the Nevada Supreme Court.

8. On June 22, 2017, the Nevada Supreme Court issued its opinion in Nationstar Mortg., LLC v. SFR Invs. Pool 1, LLC, 133 Nev. Adv. Op. 34, 396 P.3d 754 (2017), holding that a loan servicer has standing to argue that 12 U.S.C. § 4617(j)(3) preempts Nevada law. The Supreme Court remanded the matter without addressing

1 whether 12 U.S.C. § 4617(j)(3) preempts Nevada law, as the district court in
2 Nationstar had not considered the issue.

3 9. The Supreme Court remanded the Nationstar case to allow the district
4 court to consider whether 12 U.S.C. § 4617(j)(3) preempts Nevada law, whether
5 Freddie Mac owned the loan in question, and whether the servicer in Nationstar was
6 servicing the loan at the time of the sale.

7 10. The Parties agree that the summary judgment in this case should also
8 be vacated so the Court may determine (1) whether 12 U.S.C. § 4617(j)(3) preempts
9 Nevada law when the Federal Housing Finance Administration ("FHFA") is acting as
10 conservator over Freddie Mac, (2) whether, at the time of the HOA foreclosure sale,
11 Freddie Mac had a valid and enforceable property interest; and (3) whether Chase
12 had a servicing agreement with Freddie Mac or FHFA with regard to the subject loan
13 at the time of the sale.

14 11. The Parties agree that the other aspects of the Court's summary
15 judgment will remain in place, provided that the Parties will retain the right to
16 challenge all aspects of the summary judgment in any future appeal.

17 12. The Parties agree that, if the Nevada Supreme Court remands the case,
18 the Parties will submit a stipulation to this Court within 7 days of the Nevada
19 Supreme Court's remand order with proposed deadlines for dispositive motions
20 addressing the issues listed in Paragraph 10.

21 13. Although Chase's appeal divested the Court of jurisdiction over the
22 summary judgment, the Court may certify its intent to vacate the summary judgment
23 to the Nevada Supreme Court. Thereafter, the Supreme Court may remand the case
24 to allow this Court to vacate the summary judgment. See Foster v. Dingwall, 126
25 Nev. Adv. Op. 5, 228 P.3d 453, 454-55 (2010); Huneycutt v. Huneycutt, 94 Nev. 79,
26 575 P.2d 585 (1978).

27 ///

28 ///

1 14. Accordingly, the Parties ask the Court to certify its intent to vacate the
2 August 23, 2016 summary judgment for the purpose of deciding the issues listed in
3 Paragraph 10.

4 Dated: September 8, 2017

Dated: September 8, 2017

5 BALLARD SPAHR LLP

KIM GILBERT EBRON

6 By: Juan E. Vigil
7 Abran E. Vigil
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9 Matthew D. Lamb
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*Attorneys for Plaintiff/Counter-
Defendant JPMorgan Chase Bank,
National Association*

*Attorneys for Defendant/Counter-
Claimant SFR Investments Pool 1,
LLC*

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CERTIFICATION OF INTENT TO VACATE ORDER GRANTING SFR INVESTMENTS POOL 1, LLC'S MOTION FOR SUMMARY JUDGMENT

Based on the foregoing stipulation between plaintiff/counter-defendant JPMorgan Chase Bank, National Association ("Chase") and defendant/counter-claimant SFR Investments Pool 1, LLC ("SFR"), and good cause appearing,

THE COURT CERTIFIES that if the case on appeal is remanded, it will vacate the August 23, 2016 *Order Granting SFR Investments Pool 1, LLC's Motion for Summary Judgment* for the purpose of deciding the following issues:

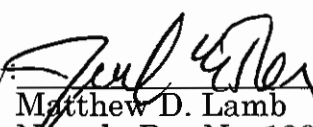
- 1) Whether 12 U.S.C. § 4617(j)(3) preempts Nevada law to the extent that Nevada law would permit an HOA foreclosure sale to extinguish a deed of trust securing a loan owned by the Federal Home Loan Mortgage Corporation ("Freddie Mac") while the Federal Housing Finance Administration ("FHFA") is acting as conservator of Freddie Mac;
- 2) Whether, at the time of the HOA foreclosure sale, Freddie Mac had a valid and enforceable property interest; and
- 3) Whether Chase had a servicing agreement with Freddie Mac or FHFA with respect to the subject loan at the time of the sale.

Dated September 14, 2017.


DISTRICT COURT JUDGE

Submitted by:

BALLARD SPAHR LLP

By:  for 14124
Matthew D. Lamb
Nevada Bar No. 12991
100 N. City Parkway, Suite 1750
Las Vegas, Nevada 89106

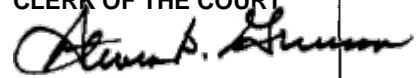
Attorneys for Plaintiff/Counter-Defendant JPMorgan Chase Bank, National Association

Ex. D

EXHIBIT D

Stipulation and Order Requesting
Reconsideration and Certification

Ex. D



1 **SAO**

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9 *Attorneys for Plaintiff/Counter-*
10 *Defendant JPMorgan Chase Bank,*
N.A.

11 **DISTRICT COURT**

12 **CLARK COUNTY, NEVADA**

13 JPMORGAN CHASE BANK, NATIONAL
14 ASSOCIATION, a national association,

15 Plaintiff,

16 vs.

17 SFR INVESTMENTS POOL 1, LLC, a
18 Nevada Limited Liability company; DOES
19 1 through 10; and ROE BUSINESS
20 ENTITIES 1 through 10, inclusive;

21 Defendants.

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

24 Counter-Claimant,

25 vs.

26 JPMORGAN CHASE BANK N.A.,
27 NATIONAL ASSOCIATION, a national
28 association; ROBERT M. HAWKINS, an
individual; CHRISTINE V. HAWKINS, an
individual; DOES 1 10; and ROE
BUSINESS ENTITIES 1 through 10,
inclusive;

Counter-Defendants.

CASE NO. A-13-692304-C

DEPT. NO. XXIV

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4. Chase argued that, at the time of the foreclosure sale, it was servicing the loan secured by the Deed of Trust on behalf of the Federal Home Loan Mortgage Corporation ("Freddie Mac"), which owned the loan. Chase further argued that 12 U.S.C. § 4617(j)(3) preempted Nevada law to the extent that Nevada law would allow an HOA foreclosure sale to extinguish a Deed of Trust securing a loan owned by Freddie Mac or the Federal National Mortgage Association ("Fannie Mae").

5. SFR argued, among other things, that Chase lacked standing to assert that 12 U.S.C. § 4617(j)(3) preempted Nevada law.

6. The Court granted SFR's Motion for Summary Judgment in an order filed August 23, 2016.

7. Chase filed a notice of appeal on September 16, 2016. The appeal remains pending before the Nevada Supreme Court.

8. On June 22, 2017, the Nevada Supreme Court issued its opinion in Nationstar Mortg., LLC v. SFR Invs. Pool 1, LLC, 133 Nev. Adv. Op. 34, 396 P.3d 754 (2017), holding that a loan servicer has standing to argue that 12 U.S.C. § 4617(j)(3) preempts Nevada law. The Supreme Court remanded the matter without addressing

1 whether 12 U.S.C. § 4617(j)(3) preempts Nevada law, as the district court in
2 Nationstar had not considered the issue.

3 9. The Supreme Court remanded the Nationstar case to allow the district
4 court to consider whether 12 U.S.C. § 4617(j)(3) preempts Nevada law, whether
5 Freddie Mac owned the loan in question, and whether the servicer in Nationstar was
6 servicing the loan at the time of the sale.

7 10. The Parties agree that the summary judgment in this case should also
8 be vacated so the Court may determine (1) whether 12 U.S.C. § 4617(j)(3) preempts
9 Nevada law when the Federal Housing Finance Administration ("FHFA") is acting as
10 conservator over Freddie Mac, (2) whether, at the time of the HOA foreclosure sale,
11 Freddie Mac had a valid and enforceable property interest; and (3) whether Chase
12 had a servicing agreement with Freddie Mac or FHFA with regard to the subject loan
13 at the time of the sale.

14 11. The Parties agree that the other aspects of the Court's summary
15 judgment will remain in place, provided that the Parties will retain the right to
16 challenge all aspects of the summary judgment in any future appeal.

17 12. The Parties agree that, if the Nevada Supreme Court remands the case,
18 the Parties will submit a stipulation to this Court within 7 days of the Nevada
19 Supreme Court's remand order with proposed deadlines for dispositive motions
20 addressing the issues listed in Paragraph 10.

21 13. Although Chase's appeal divested the Court of jurisdiction over the
22 summary judgment, the Court may certify its intent to vacate the summary judgment
23 to the Nevada Supreme Court. Thereafter, the Supreme Court may remand the case
24 to allow this Court to vacate the summary judgment. See Foster v. Dingwall, 126
25 Nev. Adv. Op. 5, 228 P.3d 453, 454-55 (2010); Huneycutt v. Huneycutt, 94 Nev. 79,
26 575 P.2d 585 (1978).

27 ///

28 ///

1 14. Accordingly, the Parties ask the Court to certify its intent to vacate the
2 August 23, 2016 summary judgment for the purpose of deciding the issues listed in
3 Paragraph 10.

4 Dated: September 8, 2017

Dated: September 8, 2017

5 BALLARD SPAHR LLP

KIM GILBERT EBRON

6 By: Jul 4 K for 14124

By: Kim Gilbert Ebron

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LLC*

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CERTIFICATION OF INTENT TO VACATE ORDER GRANTING SFR INVESTMENTS POOL 1, LLC'S MOTION FOR SUMMARY JUDGMENT

Based on the foregoing stipulation between plaintiff/counter-defendant JPMorgan Chase Bank, National Association ("Chase") and defendant/counter-claimant SFR Investments Pool 1, LLC ("SFR"), and good cause appearing,

THE COURT CERTIFIES that if the case on appeal is remanded, it will vacate the August 23, 2016 *Order Granting SFR Investments Pool 1, LLC's Motion for Summary Judgment* for the purpose of deciding the following issues:

- 1) Whether 12 U.S.C. § 4617(j)(3) preempts Nevada law to the extent that Nevada law would permit an HOA foreclosure sale to extinguish a deed of trust securing a loan owned by the Federal Home Loan Mortgage Corporation ("Freddie Mac") while the Federal Housing Finance Administration ("FHFA") is acting as conservator of Freddie Mac;
- 2) Whether, at the time of the HOA foreclosure sale, Freddie Mac had a valid and enforceable property interest; and
- 3) Whether Chase had a servicing agreement with Freddie Mac or FHFA with respect to the subject loan at the time of the sale.

Dated September 14, 2017.


DISTRICT COURT JUDGE

Submitted by:

BALLARD SPAHR LLP

By:  for 14124

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Attorneys for Plaintiff/Counter-Defendant JPMorgan Chase Bank, National Association

CERTIFICATE OF SERVICE

I hereby certify that this document was filed electronically with the Nevada Supreme Court on the 12th day of July, 2019. Electronic service of the foregoing **Respondent's Supplemental Appendix** shall be made in accordance with the Master Service List as follows:

Master Service List

Docket Number and Case Title:	77010 - JPMORGAN CHASE BANK, NAT'L ASS'N VS. SFR INV.'S POOL 1, LLC
Case Category	Civil Appeal
Information current as of:	Jul 12 2019 11:04 p.m.

Electronic notification will be sent to the following:

Jacqueline Gilbert
Karen Hanks
Holly Priest
Joel Tasca
Leslie Bryan-Hart
John Tennert

Dated this 12th day of July, 2019.

/s/ Caryn R. Schiffman

An employee of KIM GILBERT EBRON