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*Attorney for Appellant Monica C. Jones*

Electronically Filed  
Mar 04 2019 02:30 p.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

**IN THE SUPREME COURT OF THE STATE OF NEVADA  
CLARK COUNTY, NEVADA**

MONICA C. JONES,

Appellant,

VS.

U.S.BANK NATIONAL ASSOCIATION  
AS TRUSTEE FOR TBW MORTGAGE-  
BACKED PASS-THROUGH  
CERTIFICATES, SERIES 2006-3

Respondents.

Appellate Case No.: 78054  
District Ct. Case No.: A-17-755267-C

# DOCKETING STATEMENT

1. Judicial District 8, Department 9 County of Clark  
Senior Judge Charles Thompson, District Ct. Docket No. A-17-755267-C

**2. Attorney Filing this docket statement:**

Robert Kern, Esq.  
Nevada Bar Number 10104  
**KERN LAW, Ltd.**  
601 S. 6<sup>th</sup> Street  
Las Vegas, NV 89101  
(702) 518-4529 phone  
(702) 825-5872 fax  
Robert@KernLawOffices.com

3. **Attorney representing respondent(s):**

Kristin Schuler-Hintz, Esq.  
**McCarthy Holthus, LLP**

9510 West Sahara Avenue, Suite 200  
Las Vegas, NV 89117  
Phone: 702.685.0329  
Email: KHintz@mccarthyholthus.com.

4. **Nature of disposition below (check all that apply):**

- |  |   |
|--|---|
| <input type="checkbox"/> Judgment after bench trial  | <input type="checkbox"/> Grant/Denial of NRCP 60(b) relief              |
| <input type="checkbox"/> Judgment after jury verdict | <input type="checkbox"/> Grant/Denial of injunction                     |
| <input type="checkbox"/> Summary judgment            | <input type="checkbox"/> Grant/Denial of declaratory relief             |
| <input type="checkbox"/> Default judgment            | <input type="checkbox"/> Review of agency determination                 |
| <input type="checkbox"/> Dismissal                   | <input type="checkbox"/> Divorce decree:                                |
| <input type="checkbox"/> Lack of jurisdiction        | <input type="checkbox"/> Original <input type="checkbox"/> Modification |
| <input type="checkbox"/> Failure to state a claim    | Other disposition (specify)   |
| <input type="checkbox"/> Failure to prosecute        | <b>X-Resolution of Foreclosure Mediation Petition</b>                   |
| Other (specify)                                      |   |

5. **Does this appeal raise issues concerning any of the following:**

- |  |  |
|--|--|
| <input type="checkbox"/> Child Custody | <input type="checkbox"/> Termination of parental rights    |
| <input type="checkbox"/> Venue         | <input type="checkbox"/> Grant/Denial of injunction or TRO |
| <input type="checkbox"/> Adoption      | <input type="checkbox"/> Juvenile matters                  |

No.

6. **Pending and other proceedings in this court.** List the case names and docket number of all appeals or original proceedings presently or previously pending before this court which are related to this appeal:

None

7. **Pending and prior proceedings in other courts.** List the case name, number and court of all pending and prior proceedings in other courts which are related to this appeal (e.g. bankruptcy, consolidated or bifurcated proceedings) and their dates of disposition:

None

8. **Nature of the action.** Briefly describe the nature of the action pleaded and the results below:

Respondent U.S.BANK NATIONAL ASSOCIATION AS TRUSTEE FOR TBW MORTGAGE-BACKED PASS-THROUGH CERTIFICATES, SERIES 2006-3 (hereinafter, "U.S. Bank") filed a complaint seeking issuance of a lost note order, and judicial foreclosure

1 against the Property that is Appellant Monica C. Jones' (hereinafter, "Jones") home residence.  
2 The complaint was filed just under eight years after the full amount of the loan had become due  
3 and owing (on June 17, 2009), with no explanation for why the statute of limitations would not  
4 apply. The only evidence provided to support the request for a lost note order was a copy of a  
5 note that was made out to a party other than U.S. Bank, and not endorsed to any other party, and  
6 an affidavit that did not allege that U.S. Bank had ever possessed the note, had the note  
7 transferred to them, or had the right to enforce the note. Appellant Jones, appearing pro se, filed  
8 a motion to dismiss, alleging, among other things, failure to state a claim upon which relief  
9 could be granted, the fact that U.S. Bank did not have the right to enforce the note, and abuse of  
10 process for seeking to enforce a loan that could not legally be enforced. The motion to dismiss  
11 was denied, after which U.S. Bank filed a motion for summary judgment. The motion for  
12 summary judgment only contained one affidavit, which did not allege the elements required by  
13 NRS 104.3309 to request a lost note order, specifically that U.S. Bank had the right to enforce  
14 the note prior to its loss. Jones filed an opposition, and the Court granted the motion for  
15 summary judgment against Jones, including the lost note order, and the right to foreclose on her  
16 home, and to amend to seek a deficiency judgment against Jones if the foreclosure sale did not  
17 cover the debt. Jones timely appealed pro se, and thereafter hired counsel.

18 **9. Issues on appeal.** State concisely the principal issues in this appeal:

19 The primary issues on appeal are:

20 1. Whether the grant of summary judgment was appropriate when there was a  
21 genuine issue of material fact as to whether U.S. Bank had ever acquired the right to enforce the  
22 note.

23 2. Whether sufficient evidence was presented to satisfy NRCP rule 56 and NRS  
24 104.3309, that U.S. Bank had satisfied the essential elements of their claim that they had the  
25 right to enforce the note.

26 3. Whether the statute of limitations prevented U.S. Bank from being able to  
27 lawfully bring a judicial foreclosure action on the Property, eight years after the full debt had  
28 become due.

1  
2  
3 10. **Pending proceedings in this court raising the same or similar issues.** If you are  
4 aware of any proceeding presently pending before this court which raises the same or similar  
5 issues raised in this appeal, list the case name and docket number and identify the same or  
6 similar issues raised:

7 N/A

8 11. **Constitutional issues.** If this appeal challenges the constitutionality of a statute, and the  
9 state, any state agency, or any officer or employee thereof is not a party to this appeal, have you  
10 notified the clerk of the court and the attorney general in accordance with NRAP 44 and NRS  
11 30. 130?

12 N/A

13 12. **Other issues.** Does this appeal involve any of the following issues?

14 ☐ Reversal of well-settled Nevada precedent (on an attachment identify the case(s))

15 ☐ An issue arising under the United States and/or Nevada Constitutions

16 ☐ An issue of public policy

17 ☐ An issue where en banc consideration is necessary to maintain uniformity of this court's  
18 decisions

19 ☐ A ballot question

20 If so, explain:

21 N/A

22 13. **Trial.** If this action proceeded to trial how many days did the trial last? N/A

23 Was it a bench or jury trial?

24 N/A

25 14. **Judicial disqualification.** Do you intend to file a motion to disqualify or have a justice  
26 recuse him/herself from participation in this appeal. If so, which Justice?

27 No.

## 28 TIMELINESS OF NOTICE OF APPEAL

15. **Date of entry of written judgment or order appealed from: 28 January 2019.**  
**Attach a copy.**

16. **Date written notice of entry of judgment or order served: 28 January 2019.**  
**Attach a copy, including proof of service, for each order or judgment appealed from.**

(a) Service was U.S. Mail

17. **If the time for filing the notice of appeal was tolled by a post-judgment motion (NRCP 50(b), or 59),**

N/A

18. **Date of notice of appeal was filed. 28 January 2019.**

(a) If more than one party has appealed from the judgment or order, list the date of appeal was filed and identify by name the party filing the notice of appeal:

N/A

19. **Specify the statute or rule governing the time limit for filing the notice of appeal.**

NRAP 4(a)

20. **Specify the statute or other authority granting this court jurisdiction to review the judgment or order appealed from:**

NRAP 3A(b)(1)

21. **List all parties involved in the action in the district court:**

Plaintiff: U.S.BANK NATIONAL ASSOCIATION AS TRUSTEE FOR TBW MORTGAGE-BACKED PASS-THROUGH CERTIFICATES, SERIES 2006-3

Defendants: Monica C. Jones; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC; CLARK COUNTY TREASURER; CENTURIAN CAPITAL CORPORATION; ADVANCE GROUP, INC D/B/A RAPID CASH; DOES I-X; ROES 1-10

(a) If all parties in the district court are not parties to this appeal, explain in detail why those parties are not involved in this appeal, e.g., formally dismissed, not served or other:

All other defendants were either dismissed or defaulted.

22. **Give a brief description ( 3 to 5 words) of each parties separate claims, counter-claims, cross-claims or third-party claims, and the trial court's disposition of each claim, and how each claim was resolved (i.e., order, judgment, stipulation), and the date of disposition of each claim. Attach a copy of each disposition.**

U.S. Bank: Judicial foreclosure, lost note order – both granted on summary judgment in an order dated 24 January 2019.

Monica C. Jones: Opposed judicial foreclosure and lost note order, however both were granted on summary judgment in an order dated 24 January 2019.

1 23. Attach copies of the last filed versions of all complaints, counter-claims, and/or  
2 cross-claims filed in the district court.

3 24. Did the judgment or order appealed from adjudicate ALL the claims alleged below  
4 and the rights and liabilities of ALL the parties to the action below:

5 Yes.

6 25. If you answered “No” to the immediately previous question, complete the  
7 following:

8 N/A

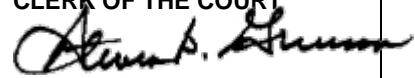
9 26. If you answered “No” to any part of question 25, explain the basis for seeking  
10 appellant review.

11 N/A

12  
13 DATED this 4<sup>th</sup> day of March, 2019.

14  
15 **KERN LAW**

16 /S/ Robert Kern  
17 Robert Kern, Esq. NV Bar # 10104  
18 601 S. 6<sup>th</sup> Street  
19 Las Vegas, NV 89101  
20 (702) 518-4529  
21 Attorney for Appellant  
22  
23  
24  
25  
26  
27  
28



Kristin A. Schuler-Hintz, Esq., SBN 7171  
Matthew Dayton, SBN 11552  
McCarthy & Holthus, LLP  
9510 West Sahara Avenue, Suite 200  
Las Vegas, NV 89117  
Telephone: (702) 685-0329  
Facsimile: (866) 339-5961  
Email: dcnv@mccarthyholthus.com

Attorneys for Plaintiff,  
U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR TBW MORTGAGE-  
BACKED PASS-THROUGH CERTIFICATES, SERIES 2006-3

**IN THE EIGHTH JUDICIAL DISTRICT FOR THE STATE OF NEVADA**

**IN AND FOR THE COUNTY OF CLARK**

U.S. BANK NATIONAL ASSOCIATION, ) Case No.: A-17-755267-C | 18  
AS TRUSTEE FOR TBW MORTGAGE- )  
BACKED PASS-THROUGH ) Dept. No.: 9  
CERTIFICATES, SERIES 2006-3 , )

Plaintiff,

**NOTICE OF ENTRY OF JUDGMENT**

v.

MONICA C. JONES; MORTGAGE  
ELECTRONIC REGISTRATION  
SYSTEMS, INC. ; CLARK COUNTY  
TREASURER; CENTURIAN CAPITAL  
CORPORATION; ADVANCE GROUP  
INC., DBA RAPID CASH; DOES I-X;  
AND ROES 1-10 INCLUSIVE,

Defendants.

YOU AND ALL OF YOU PLEASE TAKE NOTICE that the following Judgment  
was entered on 1/24/2018 for the above captioned matter.

A true and correct copy of said Judgment is attached hereto.

Dated: 1/28/2019

**McCarthy & Holthus, LLP**

/s/ Kristin A. Schuler-Hintz

Kristin A. Schuler-Hintz, Esq., SBN 7171  
9510 West Sahara Avenue, Suite 200  
Las Vegas, NV 89117

**CERTIFICATE OF MAILING**

On January 28, 2019, I caused a copy of the foregoing documents described as Notice of Entry of Judgment to be served in the manner of US Mail, on the following individuals:

Monica C. Jones  
149 Cologne Court  
Henderson, NV 89074

Monica C. Jones  
3651 Lindell Rd  
Las Vegas, NV 89103

Mortgage Electronic Registration Systems, Inc.  
1209 N. Orange St.  
Wilmington, DE 19801

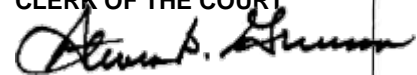
Clark County Treasurer  
500 S Grand Central Prkwy  
Las Vegas, NV 89106

Centurian Capital Corporation  
99 Ridgeland Rd #D  
Rochester, NY 14623

Advance Group Inc., dba Rapid Cash  
c/o National Registered Agents, Inc. of NV  
701 S Carson St Ste 200  
Carson City, NV 89701

/s/ Kristin A. Schuler-Hintz  
An employee of McCarthy & Holthus, LLP





McCarthy & Holthus, LLP  
Kristin A. Schuler-Hintz, Esq. SBN 7171  
9510 West Sahara Avenue, Suite 200  
Las Vegas, Nevada 89117  
Phone 855-809-3977  
Fax (866) 339-5691

Attorneys for Plaintiff,  
U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR TBW MORTGAGE-BACKED  
PASS-THROUGH CERTIFICATES, SERIES 2006-3,

**IN THE EIGHTH JUDICIAL DISTRICT COURT FOR THE STATE OF NEVADA**

**IN AND FOR THE COUNTY OF CLARK**

U.S. BANK NATIONAL ASSOCIATION,  
AS TRUSTEE FOR TBW MORTGAGE-  
BACKED PASS-THROUGH  
CERTIFICATES, SERIES 2006-3,

Case No.: A-17-755267-C

Dept No.: 18 9

**JUDGMENT**

Plaintiff,

v.

MONICA C. JONES; MORTGAGE  
ELECTRONIC REGISTRATION SYSTEMS,  
INC.; CLARK COUNTY TREASURER;  
CENTURIAN CAPITAL CORPORATION;  
ADVANCE GROUP INC., DBA RAPID  
CASH; DOES I-X; and ROES 1 -10 inclusive,

Defendants.

All defendants in this case have been served. Evidence having been introduced by Plaintiff's Affidavit, the Court finding that it has jurisdiction over the subject matter and the parties hereto and being otherwise fully advised in the premises, and good cause appearing,

IT IS ORDERED, AJUDGED, AND DECREED, THAT PLAINTIFF, shall receive a Judgment against property of Monica C. Jones commonly known as 149 Cologne Court, Henderson, NV 89074;

(1) The sum of \$458,480.92 as shown on the breakdown below:

- |    |  |              |
|----|--|--------------|
| a) | Unpaid Principal Balance                     |              |
|    | on the note and mortgage                     | \$255,718.00 |
| b) | Accrued interest from 2/1/2009 to 10/10/2018 |              |
|    | per diem (48.835035)                         | \$170,385.32 |
| d) | Escrow Balance/ Advance                      | \$22,736.05  |
| e) | Property Inspections                         | \$582.50     |
| f) | Property Preservation                        | \$400.00     |
| g) | Appraisal/BPO                                | \$188.00     |

JAN 16 2019

**MCCARTHY & HOLTHUS, LLP**  
**ATTORNEYS AT LAW**  
9510 WEST SAHARA AVENUE, SUITE 200  
LAS VEGAS, NV 89117  
TELEPHONE 855-809-3977/Facsimile (866) 339-5691  
Email dcnv@McCarthyHolthus.com

e)	Late Charges	\$3,535.60
f)	Foreclosure fees/costs	\$2,728.13
f)	prior servicer fees	\$17,670.58
	Subtotal	\$473,944.18
g)	Suspense Balance	(\$153.23)
	Total	\$473,790.95

plus costs of \$1,589.99 as shown in the Memorandum of Costs and Disbursements plus attorney's fees of \$2,110.00 for the GRAND TOTAL of \$477,490.94, all of which shall bear interest at the rate of 6.87500% per annum;

(2) The sum above is secured with the Property located at 149 Cologne Court, Henderson, NV 89074; APN: 177-13-212-031;

(3) Plaintiff is entitled to enforce the lost Note pursuant to NRS 104.3309.

(4) That the Deed of Trust recorded on April 28, 2006 as Document Number 20060428-0002827 is a valid lien on the Property located at 149 Cologne Court, Henderson, NV 89074, and more particularly described on exhibit 1 attached hereto; APN: 177-13-212-031 is superior to all right, title, interest, lien, equity or estate of the Defendants with the exception of payment of any super priority lien rights held by any Defendant pursuant to NRS 116.3116;

(5) If the total sum with interest at the rate described above and all costs accrued subsequent to this judgment are not paid, the sheriff shall sell the Property at public sale between 9:00 a.m. and 5:00 p.m. to the highest bidder for cash, except as prescribed in paragraph 5 below, in accordance with NRS Chapter 21.

(6) Plaintiff shall advance all subsequent costs of this action and shall be reimbursed for them by the sheriff if Plaintiff is not the purchaser of the Property for sale. If Plaintiff is the purchaser, the sheriff shall credit Plaintiff's bid with the total sum with interest and cost accruing subsequent to this judgment, or such part of it, to pay the bid in full.

(7) On filing the certificate of sale, the sheriff shall distribute the proceeds of the sale, so far as they are sufficient, by paying: the reasonable expenses of taking possession, maintaining, protecting and leasing the Property, the costs and fees of the foreclosure sale, including reasonable trustee's fees, applicable taxes and the cost of title insurance and, to the extent provided in the legally enforceable terms of the mortgage or lien, any advances, reasonable attorney's fees and other legal expenses incurred by the foreclosing creditor and the person

conducting the foreclosure sale; (a) satisfaction of the obligation being enforced by the foreclosure sale; (b) satisfaction of obligations secured by any junior mortgages or liens on the property, in their order of priority; (c) payment of the balance of the proceeds, if any, to the debtor or the debtor's successor in interest.

(8) On filing the certificate of sale, Defendants, and all persons claiming by, through or under them, or any of them, be foreclosed of and forever barred from any and all right, title, claim, interest, or lien in or to the Property or with respect thereto except such rights of redemption as they may have by law and with the exception of any payment super priority lien rights held by any Defendant pursuant to NRS 116.3116;

(9) Jurisdiction of this action is retained to enter further orders that are proper including writs of restitution and deficiency judgment. If the proceeds of the sale do not satisfy Plaintiffs' judgment in full, the Plaintiff may amend its complaint to seek a deficiency judgment against Defendant, Monica C. Jones for the deficiency;

(10) For any other further relief as this court deems just and proper.

DATED this 17<sup>th</sup> day of January, 2019  
December, 2018.

  
DISTRICT COURT JUDGE

DAVID B. BARKER  
SENIOR DISTRICT COURT JUDGE

Respectfully submitted,

MCCARTHY & HOLTHUS, LLP

  
Kristin A. Schuler-Hintz, Esq. (SBN# 7171)  
9510 West Sahara Avenue, Suite 200  
Las Vegas, NV 89117  
(702) 685-0329

**EXHIBIT "1"**

**ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF CLARK, STATE OF NEVADA,  
DESCRIBED AS FOLLOWS:**

**LOT FIFTY (50) IN BLOCK THREE (3) OF WINDHAM HILL ESTATES UNIT NO.2, AS SHOWN BY MAP  
THEREOF ON FILE IN BOOK 34 OF PLATS, PAGE 94 IN THE OFFICE OF THE COUNTY RECORDER OF  
CLARK COUNTY, NEVADA.**

**Note: For information purposes only, the purported street address of said land as determined from the  
latest County Assessor's Roll is:**

**149 Cologne Court, Henderson, Nevada 89074**

**The Assessor's Parcel Number, as determined from the latest County Assessor's Roll is:**

**177-13-212-031**

Received in office by:

JAN 24 2019

McCarthy & Holthus LLP

S/S

# DISTRICT COURT CIVIL COVER SHEET

Clark County, Nevada

A-17-755267-C

Case No. \_\_\_\_\_  
(Assigned by Clerk's Office)

XXIX

## I. Party Information *(provide both home and mailing addresses if different)*

Plaintiff(s) (name/address/phone): U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR TBW MORTGAGE-BACKED PASS-THROUGH CERTIFICATES, SERIES 2006-3

Attorney (name/address/phone):

Kristin A. Schuler-Hintz, Esq., SBN 7171  
Daniel B. Cantor, Esq., SBN 14180  
McCarthy & Holthus, LLP  
9510 W. Sahara Ave., Suite 200  
Las Vegas, NV 89117  
Phone (702) 685-0329  
Email: DCNV@McCarthyHolthus.com

Defendant(s) (name/address/phone): Monica C. Jones/ 149 Cologne Court, Henderson, NV 89074

Mortgage Electronic Registration Systems, Inc./ 1209 N. Orange St., Wilmington, DE 19801

Clark County Treasurer/ 500 S Grand Central Prkwy, Las Vegas, NV 89106

Centurian Capital Corporation/ 99 Ridgeland Rd #D, Rochester, NY 14623

Advance Group Inc., dba Rapid Cash/ c/o National Registered Agents, Inc. of NV, 701 S Carson St Ste 200, Carson City, NV 89701

## II. Nature of Controversy *(please select the one most applicable filing type below)*

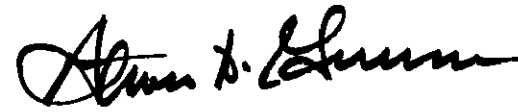
### Civil Case Filing Types

Real Property	Torts	
<b>Landlord/Tenant</b> <input type="checkbox"/> Unlawful Detainer <input type="checkbox"/> Other Landlord/Tenant <b>Title to Property</b> <input checked="" type="checkbox"/> Judicial Foreclosure <input type="checkbox"/> Other Title Property <b>Other Real Property</b> <input type="checkbox"/> Condemnation/Eminent Domain <input type="checkbox"/> Other Real Property	<b>Negligence</b> <input type="checkbox"/> Auto <input type="checkbox"/> Premises Liability <input type="checkbox"/> Other Negligence <b>Malpractice</b> <input type="checkbox"/> Medical/Dental <input type="checkbox"/> Legal <input type="checkbox"/> Accounting <input type="checkbox"/> Other Malpractice	<b>Other Torts</b> <input type="checkbox"/> Product Liability <input type="checkbox"/> Intentional Misconduct <input type="checkbox"/> Employment Tort <input type="checkbox"/> Insurance Tort <input type="checkbox"/> Other Tort
Probate	Other Civil Filing Types	
<b>Probate <i>(select case type and estate value)</i></b> <input type="checkbox"/> Summary Administration <input type="checkbox"/> General Administration <input type="checkbox"/> Special Administration <input type="checkbox"/> Set Aside Estates <input type="checkbox"/> Trust/Conservatorships <input type="checkbox"/> Other Probate	<b>Construction Defect</b> <input type="checkbox"/> Chapter 40 <input type="checkbox"/> General <b>Contract Case</b> <input type="checkbox"/> Uniform Commercial Code <input type="checkbox"/> Building & Construction <input type="checkbox"/> Insurance Carrier <input type="checkbox"/> Commercial Instrument <input type="checkbox"/> Collection of Actions <input type="checkbox"/> Employment Contract <input type="checkbox"/> Other Contracts	<b>Judicial Review</b> <input type="checkbox"/> Foreclosure Mediation Case <input type="checkbox"/> Petition to Seal Records <input type="checkbox"/> Medical Competency <b>Nevada State Agency Appeal</b> <input type="checkbox"/> Department of Motor Vehicle <input type="checkbox"/> Worker's Compensation <input type="checkbox"/> Other Nevada State Agency <b>Appeal Other</b> <input type="checkbox"/> Appeal from Lower Court <input type="checkbox"/> Other Judicial Review/Appeal
Civil Writ	Other Civil Filing	
<b>Civil Writ</b> <input type="checkbox"/> Writ of Habeas Corpus <input type="checkbox"/> Writ of Mandamus <input type="checkbox"/> Writ of Quo Warrant	<input type="checkbox"/> Writ of Prohibition <input type="checkbox"/> Other Civil Writ	<b>Other Civil Filing</b> <input type="checkbox"/> Compromise of Minor's Claim <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Other Civil Matters

*Business Court filings should be filed using the Business Court civil coversheet.*

5/4/17  
Date

Daniel B. Cantor, Esq.



CLERK OF THE COURT

Kristin A. Schuler-Hintz, Esq., SBN 7171  
Daniel B. Cantor, Esq. SBN 14180  
McCarthy & Holthus, LLP  
9510 W. Sahara Ave., Suite 200  
Las Vegas, NV 89117  
Phone (702) 685-0329  
Fax (866) 339-5691  
Email DCNV@McCarthyHolthus.com

Attorneys for Plaintiff,  
U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR TBW MORTGAGE-BACKED  
PASS-THROUGH CERTIFICATES, SERIES 2006-3,

**IN THE EIGHTH JUDICIAL DISTRICT COURT FOR THE STATE OF NEVADA  
IN AND FOR THE COUNTY OF CLARK**

U.S. BANK NATIONAL ASSOCIATION, AS )  
TRUSTEE FOR TBW MORTGAGE- )  
BACKED PASS-THROUGH )  
CERTIFICATES, SERIES 2006-3, )

Plaintiff,

v.  
MONICA C. JONES; MORTGAGE  
ELECTRONIC REGISTRATION SYSTEMS,  
INC.; CLARK COUNTY TREASURER;  
CENTURIAN CAPITAL CORPORATION;  
ADVANCE GROUP INC., DBA RAPID  
CASH; DOES I-X; and ROES 1 -10 inclusive,

Defendants.

Case No.

A-17-755267-C

Dept. No.

XXIX

COMPLAINT TO REESTABLISH A LOST  
NOTE AND DEFICIENCY JUDGMENT  
OF DEED OF TRUST AND FOR  
JUDICIAL FORECLOSURE ON DEED OF  
TRUST

ARBITRATION EXCEPTION CLAIMED:  
TITLE TO REAL ESTATE

COMES NOW Plaintiff, U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR  
TBW MORTGAGE-BACKED PASS-THROUGH CERTIFICATES, SERIES 2006-3, filing this  
civil action against Defendants for (1) Judicial Foreclosure and (2) Deficiency Judgment on Deed  
of Trust.

**INTRODUCTION**

1. This action is a judicial foreclosure with money demand within the jurisdictional limits  
of this Court and this venue is appropriate because the property involved is within this Court's  
jurisdiction. Plaintiff is authorized to bring this action in the state of Nevada by NRS 40.430.

2. The real property on which Plaintiff seeks foreclosure consists of a single-family  
residence commonly known as 149 Cologne Court, Henderson, NV 89074 and more specifically

MCCARTHY & HOLTHUS, LLP  
ATTORNEYS AT LAW  
9510 WEST SAHARA AVENUE, SUITE 200  
LAS VEGAS, NV 89117  
TELEPHONE (702) 685-0329/Facsimile (866) 339-5691  
Email DCNV@McCarthyHolthus.com

described in Exhibit "1" attached hereto and incorporation herein by this reference.

3. Plaintiff, U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR TBW MORTGAGE-BACKED PASS-THROUGH CERTIFICATES, SERIES 2006-3, is an Entity authorized to do business within the State of Nevada. Ocwen Loan Servicing, LLC is the servicer of the loan. SB321 Compliance *declaration* is attached hereto as Exhibit "2".

4. Defendant, Monica C. Jones, is an individual believed to be residing in Clark County, Nevada who executed the subject Note and Deed of Trust relative to real property located in Clark County, Nevada of which this Complaint arises, or claims an interest in the property, or both.

5. Defendant, Mortgage Electronic Registration Systems, Inc., is an entity that may claim an interest in the subject property pursuant to a recorded deed of trust as instrument number 20060717-0003312.

6. Defendant, Clark County Treasurer, is an entity that may claim an interest in the subject property pursuant to a recorded lien as instrument number 201006100000385.

7. Defendant, Centurian Capital Corp, is an entity that may claim an interest in the subject property pursuant to a recorded abstract of judgment as instrument number 20080505-0002718.

8. Defendant, Advance Group Inc., dba Rapid Cash, is an entity that may claim an interest in the subject property pursuant to a recorded abstract of judgment as instrument number 201305030001141.

9. Plaintiff does not know the true names, capacities or bases of liability of Defendants sued as Does I-X and Roes 1-10 inclusive. Each fictitiously named defendant is in some way liable to Plaintiff or claims some right, title or interest in the subject property that is subsequent to and subject to the interest of Plaintiff, or both. Plaintiff will amend this Complaint to reflect the true names of said Defendants when the same have been ascertained.

#### FACTUAL BACKGROUND

10. Plaintiff incorporates and re-alleges the allegations of paragraphs 1 through 9 above, as if fully set forth herein.

11. The real property which is the subject matter of this action is commonly known as 149 Cologne Court, Henderson, NV 89074 (hereinafter the "Property"). The Parcel ID Number of the



1 Property is 177-13-212-031. The subject real property is more particularly described in Exhibit  
2 "1", attached hereto and incorporated herein by this reference.

3 12. The Property that is the subject matter of this action is in Clark County, Nevada.

4 13. On or about April 21, 2006, Monica C. Jones signed a Note in the principal amount of  
5 \$256,000.00, which was secured by a Deed of Trust recorded on April 28, 2006 as instrument  
6 number 20060428-0002827 in the records of Clark County, Nevada. A copy of the Lost Note  
7 Affidavit, Note, Deed of Trust, and Assignment are attached hereto collectively as Exhibit "1".  
8 The Note and Deed of Trust were subsequently assigned to U.S. BANK NATIONAL  
9 ASSOCIATION, AS TRUSTEE FOR TBW MORTGAGE-BACKED PASS-THROUGH  
10 CERTIFICATES, SERIES 2006-3.

11 14. U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR TBW MORTGAGE-  
12 BACKED PASS-THROUGH CERTIFICATES, SERIES 2006-3 is entitled to enforce the Note  
13 and the current beneficiary under the Deed of Trust and the loan is serviced by Ocwen Loan  
14 Servicing, LLC.

15 **FIRST CAUSE OF ACTION**

16 **(Reestablishing a Lost Note)**

17 15. Plaintiff incorporates and re-alleges the allegations of paragraphs 1 through 14 above,  
18 as if fully set forth herein.

19 16. This is an action to reestablish a lost note under the provisions of NRS 104.3309.

20 17. Plaintiff is informed, believes and alleges that on or about April 21, 2006, Monica C.  
21 Jones signed a Note in the principal amount of \$256,000.00, which was secured by the Deed of  
22 Trust recorded on April 28, 2006 as instrument number 20060428-0002827 in the records of  
23 Clark County, Nevada.

24 18. The Deed of Trust was subsequently assigned from Mortgage Electronic Registration  
25 Systems, Inc., solely as nominee for Taylor & bean & Whitaker Mortgage Corpation to Plaintiff,  
26 U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR TBW MORTGAGE-BACKED  
27 PASS-THROUGH CERTIFICATES, SERIES 2006-3, Assignment instrument number 20170329-  
28 0000613.

1 19. Ocwen has made a good faith, diligent search and inquiry to locate the original Note in  
2 accordance with Ocwen's Policies and procedures, as follows:

3 a. Checked all Storage Vendors and Custodians, as applicable;  
4 The original Note cannot be reasonably obtained, as it has been lost or destroyed and is not in the  
5 custody of the servicer. See Exhibit 1; Lost Note Affidavit

6 20. To the best of Plaintiff knowledge, the original Note has not been satisfied, pledged,  
7 assigned, transferred, lawfully seized, or hypothecated.

8 21. Plaintiff agrees to adequately protect the original borrowers, Defendant Monica C.  
9 Jones, against any loss that they might occur by reason of a claim by another person to enforce the  
10 instrument.

11 22. Pursuant to NRS 104.3309 and the Lost Note Affidavit, the lost note securing the  
12 subject property should be recognized.

13 **SECOND CAUSE OF ACTION**

14 **(Judicial Foreclosure)**

15 23. Plaintiff incorporates and re-alleges the allegations of paragraphs 1 through 22 above,  
16 as if fully set forth herein.

17 24. Counsel is informed and believes and on that basis alleges that Defendant Monica C.  
18 Jones, ("Trustor") have defaulted under the terms of the Note and Deed of Trust by having failed  
19 and refused to make monthly payments of \$1,465.05 (P&I) commencing with the payment due on  
20 March 1, 2009 and in subsequent months. Counsel is informed and believes that the delinquent  
21 monthly installments total \$145,039.95, exclusive of associated, fees, costs and advances.

22 25. The Deed of Trust provides that, if the Trustor defaults in paying any indebtedness  
23 secured by the Deed of Trust, or in the performance of any agreement in the subject agreement or  
24 Deed of Trust, the entire principal and interest secured by the Deed of Trust will, upon notice to  
25 the Borrower, become immediately due and payable.

26 26. Pursuant the Note and Deed of Trust and the attached Default Letter (Exhibit "3"),  
27 U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR TBW MORTGAGE-BACKED  
28 PASS-THROUGH CERTIFICATES, SERIES 2006-3, has declared the loan in default pursuant to

1 the terms of the applicable Note and Deed of Trust.

2 27. U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR TBW MORTGAGE-  
3 BACKED PASS-THROUGH CERTIFICATES, SERIES 2006-3 is entitled to foreclose on its  
4 interest in the property.

5 28. U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR TBW MORTGAGE-  
6 BACKED PASS-THROUGH CERTIFICATES, SERIES 2006-3 is entitled to an award of its  
7 attorney's fees and costs pursuant to the terms of the Note and Deed of Trust, including post-  
8 judgment attorney's fees and costs.

9 29. U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR TBW MORTGAGE-  
10 BACKED PASS-THROUGH CERTIFICATES, SERIES 2006-3's lien is prior and paramount to  
11 the interest of any Defendants hereto, and all such subordinate interests should be eliminated by  
12 this foreclosure action. U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR TBW  
13 MORTGAGE-BACKED PASS-THROUGH CERTIFICATES, SERIES 2006-3 is entitled to  
14 judgment foreclosing the interests of any Defendant hereto in the Property and forever barring  
15 that interest, and that of any successors, assigns or heirs.

16 30. U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR TBW MORTGAGE-  
17 BACKED PASS-THROUGH CERTIFICATES, SERIES 2006-3 is entitled to decree or judgment  
18 of the court directing a sale of the encumbered property and application of the proceeds of sale as  
19 provided in NRS 40.462.

20 31. U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR TBW MORTGAGE-  
21 BACKED PASS-THROUGH CERTIFICATES, SERIES 2006-3 is entitled to a judgment  
22 permitting it to bid all or part of its judgment at sale.

23 **THIRD CAUSE OF ACTION**

24 **(Deficiency Judgment on Deed of Trust)**

25 32. Plaintiff incorporates and re-alleges the allegations of paragraphs 1 through 31 above,  
26 as if fully set forth herein.

27 33. If a Borrower has obtained a bankruptcy discharge then no deficiency will be sought.  
28 If there has been no discharge and a deficiency remains after the application of proceeds from the

1 sale, plaintiff is entitled to seek a deficiency judgment against the Borrower(s), pursuant to NRS  
2 40.455.

3 WHEREFORE, Plaintiff prays for judgment as follows:

4 A. For an order declaring that Plaintiff is entitled to enforce the Note;

5 B. Against Defendant Monica C. Jones, for the minimum sum of \$255,718.00, plus all  
6 pre and post-filing costs and attorney's fees, and interest from February 1, 2009 until paid in full,  
7 plus pre and post-judgment interest on all advances, costs and attorney's fees from the date each  
8 was due until paid in full, for its costs incurred herein, including post-judgment costs, for its  
9 attorney's fees, including post-judgment attorney's fees, pursuant to the terms of the Note and  
10 Deed of Trust, and for such other and further relief as the Court deems just and proper.

11 C. Against Defendants Monica C. Jones, Mortgage Electronic Registration Systems,  
12 Inc., Clark County Treasurer, Centurian Capital Corp, Advance Group Inc., dba Rapid Cash, Does  
13 I-X inclusive, and Roes 1-10 inclusive, individually and collectively, jointly and severally as  
14 follows:

15 (1) That the sums prayed for and alleged to be secured by the Property are  
16 secured and that the Deed of Trust is a valid lien on the Property described in the Complaint and  
17 on the whole thereof, and on the rents, issues, and profits of the Property, and all buildings and  
18 improvement thereon and fixtures attached thereto as used in connection with the Property;

19 (2) That the Deed of Trust be declared superior to any right, title, interest, lien,  
20 equity or estate of the Defendants;

21 (3) That it be adjudged and decreed that said Deed of Trust be foreclosed and a  
22 decree or judgment of the court directing a sale of the encumbered property and application of the  
23 proceeds of sale as provided in NRS 40.462 in satisfaction of the judgment herein;

24 (4) That the Defendants, and all persons claiming by, through or under them, or  
25 any of them, be foreclosed of and forever barred from any and all right, title, claim, interest, or  
26 lien in or to the Property or with respect thereto except such rights of redemption as they may  
27 have by law;

28 (5) That U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR TBW

MCCARTHY & HOLTHUS, LLP  
ATTORNEYS AT LAW  
9510 WEST SAHARA AVENUE, SUITE 200  
LAS VEGAS, NV 89117  
TELEPHONE (702) 686-0329 Facsimile (866) 339-6691  
Email DCNV@McCarthyHolthus.com

1 MORTGAGE-BACKED PASS-THROUGH CERTIFICATES, SERIES 2006-3 is granted any  
2 further relief in satisfaction of the judgment as may be permitted under Nevada law;

3 (6) That U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR TBW  
4 MORTGAGE-BACKED PASS-THROUGH CERTIFICATES, SERIES 2006-3 is entitled at its  
5 discretion to the appointment of a receiver to protect the Property from neglect and waste during  
6 the pendency of this action and to collect any rents to which any Defendants would be entitled;

7 (7) That if the proceeds of the sale do not satisfy Plaintiff's judgment in full,  
8 and the applicable borrower has not obtained a bankruptcy discharge the Plaintiff may amend its  
9 complaint to seek a deficiency judgment against Defendants, Monica C. Jones for the deficiency;


10 (8) For its costs incurred herein, including post-judgment costs;

11 (9) For its attorney's fees, including post-judgment fees, pursuant to the Note  
12 and Deed of Trust; and

13 (10) For any other further relief as this court deems just and proper.

14 Dated: May 4, 2017

Respectfully submitted,  
MCCARTHY & HOLTHUS, LLP

15  
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17 By:   
18 Daniel B. Cantor, Esq. SBN 14180  
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## EXHIBIT "1"

**AFFIDAVIT OF LOST NOTE**

I, William J Sachelari, being duly sworn, do hereby state under oath that:

1. I am an Authorized Signer for Ocwen Loan Servicing, LLC ("Ocwen"). Ocwen is the authorized servicing agent for the loan and identifies it with loan number **REDACTED**
2. Ocwen is the servicer with respect to the following loan:

a.	Loan Number	<b>REDACTED</b>
b.	Borrower(s):	Monica Jones
c.	Original Lender:	Taylor Bean & Whitaker Mortgage Corp.
d.	Original Loan Amount:	\$256,000.00
e.	Address of mortgaged property:	149 Cologne Court, Henderson, Nevada 89074
f.	Date of Note:	April 21, 2006

3. The information contained in this affidavit is contained in the records maintained by Ocwen, and the records referenced or summarized herein constitute records or data compilations ("the Records") of transactions ("the Transactions") relating to the servicing of the mortgage loan. The Records were made at or near the indicated time based on information transmitted by, or from a person with knowledge of the Transactions. The Records are kept in the course of Ocwen's regularly conducted business activity. In the course of my regular job duties I have access to and am familiar with these Records, and I reviewed and relied upon these Records in executing this Affidavit.
4. Ocwen has made a good faith, diligent search and inquiry to locate the original Note in accordance with Ocwen's policies and procedures, as follows:
  - a. Checked all Storage Vendors and Custodians, as applicable.and the original Note cannot be reasonably obtained, as it has been lost or destroyed and is not in the custody of the servicer.
5. To the best of my knowledge, the original Note has not been satisfied, pledged, assigned, transferred, lawfully seized, or hypothecated.


APR 06 2016

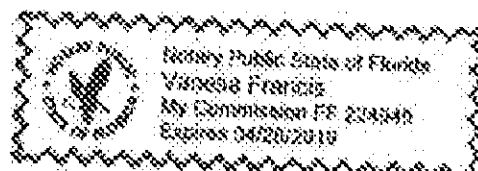
EXECUTED THIS  
ON BEHALF OF OCWEN LOAN SERVICING, LLC BY:

  
William J Sachelari, Its Authorized Signer

STATE OF FLORIDA  
COUNTY OF PALM BEACH

This record was signed or attested before me  
this 6<sup>th</sup> day of April, 2016 by William J Sachelari, who is personally known  
to me.

  
Signature of Notary Public  
**Vanesa Francis**



WE HEREBY CERTIFY THAT THIS IS A TRUE AND  
CORRECT COPY OF THE ORIGINAL INSTRUMENT  
FIRST AMERICAN TITLE INSURANCE CO., OF  
NEVADA, PATENT TITLE DIVISION  
BY \_\_\_\_\_

## INITIAL INTEREST<sup>SM</sup> NOTE

April 21, 2008  
[Date]

HENDERSON  
[City]  
149 COLOGNE COURT  
HENDERSON, NV 89074

Nevada  
[State]

[Property Address]

### 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$256,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is Taylor, Bean & Whitaker Mortgage Corp.

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

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

### 2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 6.8750%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

### 3. PAYMENTS

#### (A) Time and Place of Payments

I will make a payment every month on the first day of the month beginning on June 01, 2008. Before the first fully amortizing principal and interest payment due date, my monthly payments will be only for the interest due on the unpaid principal of this Note. The due date of my first payment including fully amortizing principal and interest is the first day of June 01, 2016. I will make payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and if the payment includes both principal and interest, it will be applied to interest before Principal. If, on May 01, 2036, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at Taylor, Bean & Whitaker Mortgage Corp., 1417 North Magnolia Ave, Ocala, FL 34475

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

#### (B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$1,488.67 until the due date of the first fully amortizing principal and interest payment. Beginning with the first fully amortizing principal and interest payment, my payment will be in the amount of U.S. \$1,965.60

The Note Holder will notify me prior to the date of any change in the amount of my monthly payment in accordance with Section 7 of this Note. The Note Holder will provide the title and telephone number of a person who will answer any questions I may have regarding the notice.

MULTISTATE INITIAL INTEREST FIXED RATE NOTE—Single Family— Freddie Mac UNIFORM INSTRUMENT

REDACTED

(Page 1 of 4 pages)

Form 5206 5/04

Order Date: 5/10/08  
In Order Call 1-800-468-3718



#### 4. BORROWER'S RIGHT TO PREPAY

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

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of this Note. If I make a partial Prepayment, there will be no changes in the due date of my monthly payment unless the Note Holder agrees in writing to the changes. If I make a partial Prepayment during the period ending with the due date of my last interest only monthly payment, the partial Prepayment will reduce the amount of my monthly payment. If I make a partial Prepayment after the due date of my last interest only payment, the amount of my monthly payment will not change unless the Note Holder agrees in writing to that change.

#### 5. LOAN CHARGES

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

#### 6. BORROWER'S FAILURE TO PAY AS REQUIRED

##### (A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of Fifteen calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 8.0000% of the overdue payment of interest during the period when my payment is interest only, and of principal and interest after that. I will pay this late charge promptly but only once on each late payment.

##### (B) Default

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

##### (C) Notice of Default

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

##### (D) No Waiver By Note Holder

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

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

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

#### 7. GIVING OF NOTICES

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

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

#### 8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

#### 9. WAIVERS

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

#### 10. UNIFORM SECURED NOTE

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

**Transfer of the Property or a Beneficial Interest in Borrower.** 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.

Borrower has executed and acknowledges receipt of pages 1 through 4 of this Note.

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

MONICA C JONES

(Seal)  
Borrower

(Seal)  
Borrower

(Seal)  
Borrower

(Seal)  
Borrower

(Seal)  
Borrower

(Seal)  
Borrower

*(Sign Original Only)*

REDACTED

20060428-0002827

Parcel Number: 177-13-212-031

RECORDING REQUESTED BY

Name: Taylor, Bean & Whitaker Mortgage Corp.

RETURN TO

Name: Taylor, Bean & Whitaker Mortgage Corp.  
1417 North Magnolia Ave.  
Address: Ocala, FL 34475

Fee: \$28.00

N/C Fee: \$0.00

04/28/2006

12:37:35

T20060075877

Requestor:

PACIFIC TITLE

Frances Deane

RMS

Clark County Recorder

Pgs: 15

REDACTED

21  
Space Above This Line For Recording Data

## DEED OF TRUST

### DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated April 21, 2006 together with all Riders to this document.

(B) "Borrower" is MONICA C JONES, As A Single Woman

Borrower is the trustor under this Security Instrument.

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

Lender is a a Florida Corporation  
the laws of FL  
1417 North Magnolia Ave, Ocala, FL 34475

organized and existing under  
. Lender's address is

(D) "Trustee" is Pacific Title

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

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

REDACTED

Form 3029 U01

GREATLAND \*

To Order Call: 1-800-530-9393 ☐ Fax: 516-791-1131

REDACTED

(F) "Note" means the promissory note signed by Borrower and dated **April 21, 2006**.  
The Note states that Borrower owes Lender **Two Hundred Fifty Six Thousand and no/100**  
Dollars (U.S. **\$256,000.00**)  
plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full  
not later than **May 01, 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 type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Other(s) [specify] |
| <input type="checkbox"/> 1-4 Family Rider      | <input type="checkbox"/> Biweekly Payment 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) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

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

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

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

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

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

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

Form 3029 1/01

REDACTED

(Page 2 of 14 pages)

GREATLAND  
To Order Call: 1-800-539-9393 or Fax: 615-791-1131

REDACTED

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

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

#### TRANSFER OF RIGHTS IN THE PROPERTY

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

See Attached Exhibit A.

(If the legal description is a metes and bounds description, the name and mailing address of the preparer is:

Taylor, Bean & Whitaker Mortgage Corp.  
1417 North Magnolia Ave  
Ocala, FL 34475

which currently has the address of

**149 COLOGNE COURT**

[Street]

**HENDERSON**  
[City]

, Nevada

**89074**  
[Zip Code]

("Property Address")

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

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

Form 3029 (08)

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

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

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

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

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

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

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

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

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any.



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

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

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

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

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

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

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

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

Form 3029 U01

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(Page 5 of 14 pages)

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

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

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

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

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

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

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or

otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

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

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

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

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

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

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

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

Form 3029 1/01

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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.

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

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

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

to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

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

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

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

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

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

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

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

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

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of

Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

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

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

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

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.

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

Form 3029 1/01

REDACTED

(Page 10 of 14 pages)

GREATLAND  
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REDACTED



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

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

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

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

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

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

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

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

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

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute written notice of the occurrence of an event of default and of Lenders' election to cause the Property to be sold, and shall cause such notice to be recorded in each county in which any part of the Property is located. 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

NEVADA—Single Family—Pamie Mac/Freddie Mac UNIFORM INSTRUMENT

Form 3029 1/01

REDACTED

(Page 12 of 14 pages)

GREATLAND  
To Order Call 1-800-550-9353 Fax 818-791-1131

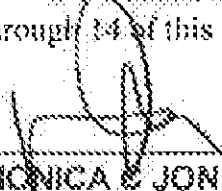
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the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for 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. \$

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 14 of this Security Instrument and in any Rider executed by Borrower and recorded with it.

  
\_\_\_\_\_  
MONICA S. JONES (Seal) Borrower

\_\_\_\_\_  
(Seal) Borrower

\_\_\_\_\_  
(Seal) Borrower

Witness:

Witness:

\_\_\_\_\_

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

Form 3029 1/01

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(Page 13 of 14 pages)

GREATLAND  
To Order Call: 1-800-530-9395 TX Fax: 512-791-1131

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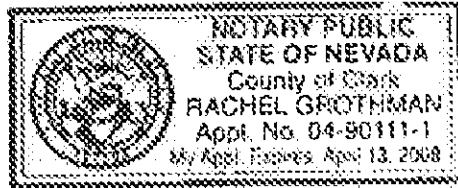
State of NV  
County of Clark

This instrument was acknowledged before me on

4.24.06

(date) by

Monica C. Jones



(name(s) of person(s)).

A handwritten signature in cursive script, appearing to read "Rachel Grothman", written over a horizontal line.

Notary Public

MAIL TAX STATEMENTS TO

Name:

Address:

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

Form 3029 1/01

REDACTED

(Page 14 of 14 pages)

GREATLAND  
To Order Call: 1-800-530-9393 ☐ Fax: 616-751-1131

REDACTED

EXHIBIT "A"

LEGAL DESCRIPTION

LOT FIFTY (50) IN BLOCK THREE (3) OF WINDHAM HILL  
ESTATES UNIT NO. 2, AS SHOWN BY MAP THEREOF ON  
FILE IN BOOK 34 OF PLATS, PAGE 94, IN THE OFFICE OF  
THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

APN #: 177-13-212-031

REDACTED

Inst #: 20170329-0000813

Fees: \$19.00

N/C Fee: \$0.00

03/29/2017 08:56:20 AM

Receipt #: 3043789

Requestor:

QUALITY ESCROW INC - NEVADA

Recorded By: ECM Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

Assessor's/Tax ID No. 17713212031

Recording Requested By:  
OCWEN LOAN SERVICING, LLC

When Recorded Return To:  
OCWEN LOAN SERVICING, LLC  
240 TECHNOLOGY DRIVE  
IDAHO FALLS, ID 83401

REDACTED

CORPORATE ASSIGNMENT OF DEED OF TRUST

Clark, Nevada

REDACTED

REDACTED

THE UNDERSIGNED DOES HEREBY AFFIRM THAT THIS DOCUMENT SUBMITTED FOR RECORDING DOES NOT CONTAIN PERSONAL INFORMATION ABOUT ANY PERSON.

Date of Assignment: March 22nd, 2017

Assignor: Mortgage Electronic Registration Systems, Inc. ("MERS"), solely as nominee for Taylor, Bean & Whitaker Mortgage Corporation, its successors and/or assigns at PO BOX 2026 FLINT MI 48501

Assignee: U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR TBW MORTGAGE-BACKED PASS-THROUGH CERTIFICATES, SERIES 2006-3 at C/O OCWEN LOAN SERVICING, LLC, 1661 WORTHINGTON ROAD, STE 100, WEST PALM BEACH, FL 33409

Executed By: MONICA C JONES, AS A SINGLE WOMAN To: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), SOLELY AS NOMINEE FOR TAYLOR, BEAN & WHITAKER MORTGAGE CORP, ITS SUCCESSORS AND/OR ASSIGNS

Date of Deed of Trust: 04/21/2006 Recorded: 04/28/2006 in Book: 20060428 as Instrument No.: 0002827 In the County of Clark, State of Nevada.

Assessor's/Tax ID No. 17713212031

Property Address: 149 COLOGNE COURT, HENDERSON, NV 89074

Legal: See above referenced recorded Deed of Trust for full legal description

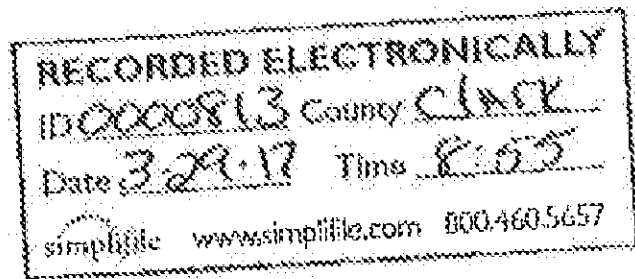
THE PURPOSE OF THIS CORRECTIVE ASSIGNMENT OF DEED OF TRUST IS TO

REDACTED

Assessor's/Tax ID No. 17713212031

Recording Requested By:  
OCWEN LOAN SERVICING, LLC

When Recorded Return To:  
OCWEN LOAN SERVICING, LLC  
240 TECHNOLOGY DRIVE  
IDAHO FALLS, ID 83401



REDACTED

CORPORATE ASSIGNMENT OF DEED OF TRUST

Clark, Nevada

REDACTED

ONES"

REDACTED

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Assessor's/Tax ID No. 17713212031

Property Address: 149 COLOGNE COURT, HENDERSON, NV 89074

Legal: See above referenced recorded Deed of Trust for full legal description

THE PURPOSE OF THIS CORRECTIVE ASSIGNMENT OF DEED OF TRUST IS TO

REDACTED

CORRECT THE ASSIGNOR AND ASSIGNEE ON THE ASSIGNMENT RECORDED ON  
09/18/2009 IN BOOK 20090918 AS INSTRUMENT NUMBER 0003386.

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said Assignor hereby assigns unto the above-named Assignee, the said Deed of Trust having an original principal sum of \$256,000.00 with interest, secured thereby, and the full benefit of all the powers and of all the covenants and provisos therein contained, and the said Assignor hereby grants and conveys unto the said Assignee, the Assignor's interest under the Deed of Trust.

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

Mortgage Electronic Registration Systems, Inc. ("MERS"), solely as nominee for Taylor, Bean & Whitaker Mortgage Corporation, its successors and/or assigns

On MAR 23 2017

By: Dawnette Massop  
Dawnette Massop, Assistant  
Secretary


REDACTED

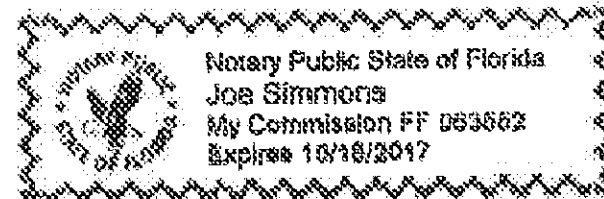
CORPORATE ASSIGNMENT OF DEED OF TRUST Page 3 of 3

STATE OF Florida  
COUNTY OF Palm Beach

On MAR 23 2017, before me, Joe Simmons, a Notary Public in and for Palm Beach in the State of Florida, personally appeared Dawnette Massop, Assistant Secretary, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature 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,

  
\_\_\_\_\_  
Joe Simmons  
Notary Expires 10/16/2017



(This area for notarial seal)

Mail Tax Statements To: MONICA JONES, 149 COLOGNE COURT, HENDERSON, NV  
89074

REDACTED

## EXHIBIT "2"

## Declaration of Mortgage Servicer Pursuant to Nevada Senate Bill 321, Section 11(6)

Borrower(s): Monica Jones

Mortgage Servicer: Ocwen Loan Servicing, LLC as Servicer for U.S. Bank National  
Association, as Trustee for TBW Mortgage-Backed Pass-Through Certificates, Series 2006-  
3

REDACTED

The undersigned, as an authorized agent or employee of the mortgage servicer named  
above, declares that:

1. ☐ The mortgage servicer has contacted the borrower pursuant to Nevada Senate  
Bill 321, Section 11(2), to "assess the borrower's financial situation and to explore  
options for the borrower to avoid a foreclosure sale". Thirty (30) days, or more,  
have passed since the initial contact was made.
2. ☒ The mortgage servicer has exercised due diligence to contact the borrower  
pursuant to Nevada Senate Bill 321, Section 11(5), to "assess the borrower's  
financial situation and explore options for the borrower to avoid foreclosure".  
Thirty (30) days, or more, have passed since these due diligence efforts were  
satisfied.
3. ☐ No contact was required by the mortgage servicer because the individual(s) did  
not meet the definition of "borrower" pursuant to Nevada Senate Bill 321, Section  
3.
4. ☐ No contact was required because the requirements of Nevada Senate Bill 321,  
Sections 2-16, inclusive, do not apply because the loan is not a "residential  
mortgage loan" because it is not primarily for personal, family or household use or  
is not secured by a mortgage or deed of trust on owner-occupied housing as  
defined in NRS 107.086 pursuant to Nevada Senate Bill 321, Section 7.

I certify that this declaration is accurate, complete and supported by competent and reliable  
evidence which the mortgage servicer has reviewed to substantiate the borrower's default  
and the right to foreclose, including the borrower's loan status and loan information.

Dated: 7/8/16

By: 

Angel Ramos  
Contract Management Coordinator

29161



## Exhibit “3”

Owen  
P.O. BOX 9058  
TEMECULA, CA 92589-9058

REDACTED

PRESORT  
First-Class Mail  
U.S. Postage and  
Fees Paid  
WSO

Send Payments to:  
Owen  
P.O. Box 6440  
Carol Stream, IL 60197-6440

REDACTED

Send Correspondence to:  
Owen  
P.O. Box 24738  
West Palm Beach, FL 33416-4738

REDACTED

MONICA JONES  
3651 LINDELL RD  
LAS VEGAS, NV 89103-1254

REDACTED

PATTERN FOR SECURITY PURPOSES ONLY.  
PAGE LEFT INTENTIONALLY BLANK.

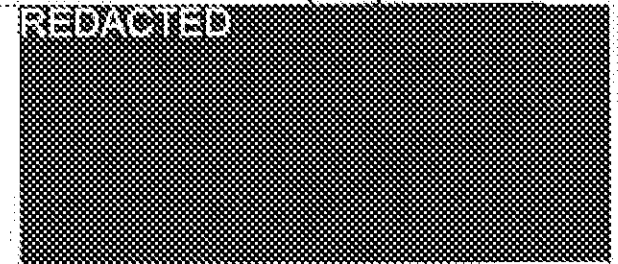


Ocwen Loan Servicing, LLC  
WWW.OCWEN.COM  
Helping Homeowners is What We Do!

1561 Worthington Road,  
Suite 100  
West Palm Beach, FL 33409  
Toll Free: (800) 746-2936

06/06/2016

MONICA JONES  
3651 LINDELL RD  
LAS VEGAS, NV 89103-1254



Property Address: 149 COLOGNE CT  
HENDERSON, NV 89074-3214

## PRE-FORECLOSURE REFERRAL LETTER

### Special Note: If you HAVE FILED Bankruptcy

*Applies only if you have a Chapter 7 discharge and/or discharge pursuant to Chapter 13*

If you have received a Chapter 7 discharge under the U.S. Bankruptcy Code, or if your mortgage has been discharged as part of a completed Chapter 13 plan, this notice is not intended as an attempt to collect a debt. This is not an assertion that you have any personal liability for this debt.

*Applies only if you have recently filed a bankruptcy petition. Please NOTIFY US IMMEDIATELY!*

If you have recently filed for bankruptcy, this notice has been sent to you because Ocwen has not been notified of your bankruptcy case. It is important that you or your bankruptcy attorney contact us immediately. In order for us to document your file, please provide us with the date and jurisdiction of your filing, your case number, and the bankruptcy chapter number under which you have filed. This information is CRITICAL—it may change your options for keeping your home. So please CONTACT US today!

Dear Customer(s):

Recently, Ocwen Loan Servicing, LLC ( Ocwen ) sent you a Notice of Default due to your loan becoming past due. Ocwen services your home loan and mortgage on behalf of U.S. Bank National Association, as Trustee for TBW Mortgage-Backed Pass-Through Certificates, Series 2006-3, who is the holder of the beneficial interest in the mortgage or deed of trust which is secured by property at the address listed above. Our records reflect that the last full mortgage payment date on your account was 2/9/2009. The account is paid through 02/01/2009, which makes your account due from 03/01/2009. Your mortgage payments are past due, which puts you in default of your loan agreement and the property may be referred to foreclosure after 14 days from the date of this letter. As of 06/01/2016, you owe the following:

Principal and Interest:	\$129,422.79
Interest Arrears:	\$0.00
Escrow:	\$17,141.84
Late Charges:	\$3,437.43
Insufficient Funds Charges:	\$0.00
Fees / Expenses:	\$20,648.49
Suspense Balance (CREDIT):	\$153.23
Interest Reserve Balance (CREDIT):	\$0.00
<b>TOTAL DUE:</b>	<b>\$170,497.32</b>

NMLS # 1852

1ADYPPC



This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is purely provided to you for informational purposes only with regard to our secured lien on the above referenced property. It is not intended as an attempt to collect a debt from you personally.



Ocwen Loan Servicing, LLC  
WWW.OCWEN.COM  
*Helping Homeowners is What We Do!*

1661 Worthington Road,  
Suite 100  
West Palm Beach, FL 33409  
Toll Free: (800) 746-2936

Prior to foreclosure, you may have the right to reinstate the mortgage loan, depending on the terms of the note and mortgage. We encourage you to review the provisions of the note and mortgage. You may receive a copy of your loan documents as well as a payment history from the time your loan was last less than 60 days due by sending a written request to:

Ocwen Loan Servicing, LLC, Attn Research Dept  
P.O. Box 24736  
West Palm Beach, FL 33416-4736

Notices of Error and Qualified Written requests may also be submitted to this address.

You may also request a copy of any assignments of mortgage or deed of trust that may have been executed in connection with prior transfers or foreclosure or bankruptcy proceedings.

Please be aware there may be expenses and attorney's fees and costs incurred by Ocwen on behalf of the owner of your loan to enforce the mortgage in addition to the overdue amount on the mortgage. Any payment to reinstate the mortgage loan after acceleration must therefore include an amount sufficient to cover such expenses and fees incurred. Payments received that are less than the amount required to reinstate the mortgage loan will be returned, and will not stop any foreclosure proceedings that have begun. **PRIOR TO SUBMITTING PAYMENT, YOU MAY WISH TO CALL US TO VERIFY THE EXACT AMOUNT DUE.**

As of 06/01/2016 the total amount needed to reinstate or bring the account current is \$170,497.32, the unpaid principal balance of your loan is \$255,718.00 and the interest rate is 6.875%.

If you are unable to bring your account current, we urge you to call us immediately to discuss possible alternatives to foreclosure. As long as you are living on the property, you are responsible for maintaining it and paying all taxes owed. You must maintain the property and pay taxes until a sale or other title transaction occurs. If you choose to abandon the property, and walk away from the mortgage, please call us as soon as possible at (800) 746-2936 to discuss alternatives to foreclosure. Keep in mind that while we work with you on your available options, you are still responsible for any payments that come due, so it is important that you contact us as soon as possible.

If you need help, the following options may be available. Please visit our website at [www.ocwen.com](http://www.ocwen.com) where you can review your account, enter your financial information and provide a description of your current situation at your convenience.

NMLS # 1852

14DYPPC

*This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is purely provided to you for informational purposes only, with regard to our secured lien on the above referenced property. It is not intended as an attempt to collect a debt from you personally.*

REDACTED



Ocwen Loan Servicing, LLC  
WWW.OCWEN.COM  
*Helping Homeowners is What We Do!*

1661 Worthington Road,  
Suite 100  
West Palm Beach, FL 33409  
Toll Free: (800) 746-2936

Call our Customer Care Center if you have any questions, at (800) 746-2936. We are available Monday-Friday 8:00 am-9:00 pm, on Saturday 8:00 am-5:00 pm, or on Sunday 9:00 am-9:00 pm ET.

Sincerely

Ocwen Loan Servicing, LLC

Your dedicated  
Relationship Manager:

Raina, Abaj  
Phone Number: (800) 746-2936  
Monday-Friday 8:00 am-9:00 pm, on Saturday  
8:00 am-5:00 pm, or on Sunday 9:00 am-9:00  
pm ET

NMLS # 1852

14DYPTC



*This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is purely provided to you for informational purposes only with regard to our secured lien on the above referenced property. It is not intended as an attempt to collect a debt from you personally.*





### IMPORTANT NOTICE TO SERVICEMEMBERS AND THEIR DEPENDENTS

If you are or recently were on active duty or active service, you may be eligible for benefits and protections under the federal Servicemembers Civil Relief Act (SCRA). This includes protection from foreclosure or eviction. You may also be eligible for benefits and protections under state law. SCRA and state Military benefits and protections also may be available if you are the dependent of an eligible Servicemember.

Eligible service may include:

- Active duty with the Army, Navy, Air Force, Marine Corps, or Coast Guard, or
- Active service as a commissioned officer of the National Oceanic and Atmospheric Administration, or
- Active service as a commissioned officer of the Public Health Service, or
- Service with the forces of a nation with which the United States is allied in a war or Military action, or
- Any period when you are absent from duty because of sickness, wounds, leave, or other lawful cause.

#### How Does A Servicemember or Dependent Request Relief Under the SCRA?

- In order to request relief under the SCRA, a Servicemember or spouse, or both, must provide a written request to the lender, together with a copy of the Servicemember's military orders. Please send relief requests to Ocwen Loan Servicing, LLC by Fax: (561) 682-8186, Email: arm@ocwen.com or by Mail:

Ocwen Loan Servicing, LLC  
Attn: Servicemembers Civil Relief Act Department  
1661 Worthington Road, Suite 100  
West Palm Beach, FL 33409

#### How Does A Servicemember or Dependent Obtain Information About the SCRA?

- The U.S. Department of Defense's information resource is Military One Source.  
Website: <http://www.militaryonesource.com>  
The toll-free telephone number for Military OneSource are:
  - o From the United States: 1-800-342-9647
  - o From outside the United States (with applicable access code): 1-800-342-9647
  - o International Collect (through long distance operator): 1-484-530-5908
- Servicemembers and dependents with questions about the SCRA should contact their unit's Judge Advocate, or their installation's Legal Assistance Officer. A military legal assistance office locator for each branch of the armed forces is available at: <http://legalassistance.law.af.mil/content/locator.php>



Ocwen Loan Servicing, LLC  
WWW.OCWEN.COM  
*Helping Homeowners is What We Do!*

1661 Worthington Road,  
Suite 100  
West Palm Beach, FL 33409  
Toll Free: (800) 746-2936

### Availability of Loss Mitigation Options

Unless you have directed us not to, we have made good faith efforts to contact you by telephone and/or mail to review your eligibility for alternatives to foreclosure. According to our records, with respect to this event of default:

You failed to complete the trial plan for a loan modification

If your circumstances have changed, if you believe that your application for a modification was denied in error, or if you would like to discuss any alternative to foreclosure, including a loan modification, please contact us immediately.

### Right to Foreclose

Ocwen Loan Servicing, LLC ( Ocwen ), as Servicer of Your Mortgage Loan, has the right to foreclose. You signed a promissory note secured by a mortgage or deed of trust or other security instrument. Ocwen intends to initiate a foreclosure on the mortgaged property in the name of U.S. Bank National Association, as Trustee for TBW Mortgage-Backed Pass-Through Certificates, Series 2006-3 ("Noteholder").

#### Affidavit regarding Original Note

Noteholder is unable to find the original promissory note you signed and will seek to prove the promissory note using a lost note affidavit.

WHERE REQUIRED BY APPLICABLE LAW: Noteholder is the original mortgagee or beneficiary or the assignee of the mortgage or deed of trust for the referenced loan.

NMLS # 1852

1ADYPEC



This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is purely provided to you for informational purposes only with regard to our secured lien on the above referenced property. It is not intended as an attempt to collect a debt from you personally. **REDACTED**





## ALTERNATIVES TO FORECLOSURE

No matter what your situation, you may have options. Ocwen offers multiple solutions to help you through difficult times including, but not limited to, the Home Affordable Modification Program (HAMP) and Home Affordable Foreclosure Alternative Program (HAFA). Ocwen also offers additional modification options and foreclosure alternatives.

Contact Ocwen right away, toll-free at (800) 746-2936. The sooner you call, the sooner we can help.

Modification	Deed in Lieu of Foreclosure	Short Sale
A change to one or more terms of the original mortgage agreement. This may include a change in interest rate, loan balance, or term, which may lower your payment and bring the account current.	If you do not intend to keep the property, Ocwen may accept the deed to the property and extinguish the debt, even if the property is worth less than the loan balance.  Title on the property must generally be clear of any other liens in order for this option to be available.	By listing your property, you may receive a sale offer acceptable to both you and Ocwen.  The sale of your property could help you prevent a foreclosure sale of your home

## FOR ADDITIONAL ASSISTANCE

When you are experiencing a financial hardship, housing counseling may be a way to help you manage your finances. We urge you to contact HUD-approved agencies to obtain assistance in keeping your home. This assistance is available at no charge. For specific guidance on this notice or information related to HAMP or HAFA, ask your housing counselor for help. Please see the enclosure for a list of HUD agencies in Nevada.

HUD-Approved Housing Counseling

1-800-569-4287

[www.hud.gov](http://www.hud.gov)

Homeowner's HOPE Hotline Number

1-888-995-4673

[www.hopenow.com](http://www.hopenow.com)

Making Home Affordable Program

[www.makinghomeaffordable.gov](http://www.makinghomeaffordable.gov)

Fannie Mae Assistance Program Number

[www.knowyouroptions.com](http://www.knowyouroptions.com)

## BEWARE OF FORECLOSURE RESCUE SCAMS. HELP IS FREE!

There is never a fee to get assistance or information about foreclosure alternatives from your lender, or from HUD-approved counselor. Beware of any person or organization that asks you to pay a fee in exchange for housing counseling services or modification of a delinquent loan.

Call our Customer Care Center at (800) 746-2936 to get information about any of these Alternatives to Foreclosure, or to schedule an appointment to discuss your options. We are available Monday-Friday 8:00 am-9:00 pm, on Saturday 8:00 am-5:00 pm, or on Sunday 9:00 am-9:00 pm ET.

### Legal Rights and Protections Under the SCRA

Servicemembers on active duty or active service, or a spouse or dependent of such a servicemember may be entitled to certain legal protections and debt relief pursuant to the Servicemembers Civil Relief Act (50 USC App. §§ 501-597b) (SCRA).

### Who May Be Entitled to Legal Protections Under the SCRA?

- Regular members of the U.S. Armed Forces (Army, Navy, Air Force Marine Corps and Coast Guard).
- Reserve and National Guard personnel who have been activated and are on Federal active duty
- National Guard personnel under a call or order to active duty for more than 30 consecutive days under section 502(f) of title 32, United States Code, for purposes of responding to a national emergency declared by the President and supported by Federal funds
- Active service members of the commissioned corps of the Public Health Service and the National Oceanic and Atmospheric Administration.
- Certain United States citizens serving with the armed forces of a nation with which the United States is allied in the prosecution of a war or military action.

### What Legal Protections Are Servicemembers Entitled To Under the SCRA?

- The SCRA states that a debt incurred by a servicemember, or servicemember and spouse jointly, prior to entering military service shall not bear interest at a rate above 6 % during the period of military service and one year thereafter, in the case of an obligation or liability consisting of a mortgage, trust deed, or other security in the nature of a mortgage, or during the period of military service in the case of any other obligation or liability.
- The SCRA states that in a legal action to enforce a debt against real estate that is filed during, or within one year after the servicemember's military service, a court may stop the proceedings for a period of time, or adjust the debt. In addition, the sale, foreclosure, or seizure of real estate shall not be valid if it occurs during or within one year after the servicemember's military service unless the creditor has obtained a valid court order approving the sale, foreclosure, or seizure of the real estate.
- The SCRA contains many other protections besides those applicable to home loans.

### How Does A Servicemember or Dependent Request Relief Under the SCRA?

- In order to request relief under the SCRA from loans with interest rates above 6% a servicemember or spouse must provide a written request to the lender, together with a copy of the servicemember's military orders.

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West Palm Beach, FL 33409  
(800) 746-2936

- There is no requirement under the SCRA, however, for a servicemember to provide a written notice or a copy of a servicemember's military orders to the lender in connection with a foreclosure or other debt enforcement action against real estate. Under these circumstances, lenders should inquire about the military status of a person by searching the Department of Defense's Defense Manpower Data Center's website, contacting the servicemember, and examining their files for indicia of military service. Although there is no requirement for servicemembers to alert the lender of their military status in these situations, it still is a good idea for the servicemember to do so.

### How Does a Servicemember or Dependent Obtain Information About the SCRA?

- Servicemembers and dependents with questions about the SCRA should contact their unit's Judge Advocate, or their installation's Legal Assistance Officer. A military legal assistance office locator for all branches of the Armed Forces is available at <http://legalassistance.law.af.mil/content/locator.php>
- Military OneSource is the U. S. Department of Defense's information resource. If you are listed as entitled to legal protections under the SCRA (see above), please go to [www.militaryonesource.mil/legal](http://www.militaryonesource.mil/legal) or call 1-800-342-9647 (toll free from the United States) to find out more information. Dialing instructions for areas outside the United States are provided on the website.

## Agencies located in NEVADA

Agency Name: MONEY MANAGEMENT INTERNATIONAL,  
HENDERSON  
Phone: 866-232-9080  
Toll Free: 866-232-9080  
Fax: 866-921-5129  
Email: [counselinginfo@moneymanagement.org](mailto:counselinginfo@moneymanagement.org)  
Address: 871 Coronado Center Dr Ste 200  
Henderson, Nevada 89052-3977  
Website: <http://www.moneymanagement.org>

Agency Name: NAVICORE SOLUTIONS- HENDERSON, NV  
Phone: 732-409-6281  
Toll Free: 866-472-4557  
Fax: 702-947-7769  
Email: [housing@navicoresolutions.org](mailto:housing@navicoresolutions.org)  
Address: 2298 W Horizon Ridge Pkwy Ste 109  
Henderson, Nevada 89052-2697  
Website: <http://www.navicoresolutions.org>

Agency Name: CCCS OF SO. NV DBA FINANCIAL GUIDANCE  
CENTER  
Phone: 702-364-0344  
Toll Free: 800-451-4505  
Fax: 702-364-1362  
Email: [cccs@cccsnevada.org](mailto:cccs@cccsnevada.org)  
Address: 2650 S. Jones Blvd  
LAS VEGAS, Nevada 89146-5341  
Website: <http://www.cccsnevada.org>

Agency Name: CCCS OF SO. NV DBA FINANCIAL GUIDANCE  
CENTER  
Phone: 702-364-0344  
Toll Free:  
Fax: 702-364-5836  
Email: [cccs@cccsnevada.org](mailto:cccs@cccsnevada.org)  
Address: 1641 E Sunset Suite 8110  
LAS VEGAS, Nevada 89119-4940  
Website: <http://www.cccsnevada.org>

Agency Name: CHICANOS POR LA CAUSA - LAS VEGAS  
Phone: 702-207-1514  
Toll Free:  
Fax: 702-207-0032  
Email: [tommy.medina@cpic.org](mailto:tommy.medina@cpic.org)  
Address: 3685 Pecos-McLeod  
LAS VEGAS, Nevada 89121-3805  
Website: [www.cpic.org](http://www.cpic.org)

Agency Name: HOME TODAY FKA HOUSING FOR NEVADA  
Phone: 702-270-0300  
Toll Free:  
Fax: 702-270-2195  
Email: [info@hometodayteam.org](mailto:info@hometodayteam.org)  
Address: 265 E. Warm Springs Rd, Suite 107  
LAS VEGAS, Nevada 89119-4230  
Website: <http://www.hometodayteam.org>

Agency Name: NACA (NEIGHBORHOOD ASSISTANCE  
CORPORATION OF AMERICA) LAS VEGAS, NV  
Phone: 702-362-6199  
Toll Free: 617-250-6222  
Fax: 877-329-6222  
Email: N/A  
Address: 3030 S Jones Blvd Ste 103  
Las Vegas, Nevada 89146-6793  
Website: <https://www.naca.com>

Agency Name: NEVADA LEGAL SERVICES, INC.  
Phone: 702-388-0404  
Toll Free: 877-693-2163  
Fax: 702-388-1641  
Email: [ajohnson@nislaw.net](mailto:ajohnson@nislaw.net)  
Address: 530 S 6th St  
Las Vegas, Nevada 89101-8918  
Website: <http://www.nislaw.net>

Agency Name: REBUILDING ALL GOALS EFFICIENTLY  
Phone: 702-333-1038  
Toll Free: 702-333-1038  
Fax:  
Email: [elen@choiceslv.com](mailto:elen@choiceslv.com)  
Address: 2901 El Camino Ave  
Las Vegas, Nevada 89102-0037  
Website: N/A

Agency Name: SOUTHERN NEVADA REGIONAL HOUSING  
AUTHORITY (SNRHA)  
Phone: 702-922-8900  
Toll Free:  
Fax:  
Email: N/A  
Address: 340 N 11th St  
Las Vegas, Nevada 89101-3125  
Website: <http://site.notavailable.org>

Agency Name: SPRINGBOARD - LAS VEGAS  
Phone: 855-736-7728  
Toll Free:  
Fax: 951-328-7728  
Email: [info@homeownership.org](mailto:info@homeownership.org)  
Address: 215 E Warm Springs Rd Ste 106  
Las Vegas, Nevada 89119-4248  
Website: <http://www.homeownership.org/>

Agency Name: WOMEN'S DEVELOPMENT CENTER  
Phone: 702-796-7770  
Toll Free:  
Fax: 702-796-3007  
Email: [tprieto@wdclv.org](mailto:tprieto@wdclv.org)  
Address: 4020 Pecos McLeod  
LAS VEGAS, Nevada 89121-4350  
Website: <http://www.wdclv.org>

Agency Name: COMMUNITY SERVICES OF NEVADA (CSNV)  
Phone: 702-307-1710  
Toll Free:  
Fax: 702-307-1712  
Email: [galtheffects@csnv.org](mailto:galtheffects@csnv.org)  
Address: 730 W Cheyenne Ave Ste 10  
N Las Vegas, Nevada 89030-7848  
Website: <http://www.csnv.org>

Agency Name: NEIGHBORHOOD HOUSING SERVICES OF  
SOUTHERN NEVADA  
Phone: 702-649-0996  
Toll Free:  
Fax:  
Email: N/A  
Address: 1649 Civic Center Dr  
North Las Vegas, Nevada 89030-7131  
Website: <http://www.nhssn.org>

Agency Name: NEVADA PARTNERS, INC.  
Phone: 702-924-2173  
Toll Free:  
Fax:  
Email: N/A  
Address: 710 W Lake Mead Blvd  
North Las Vegas, Nevada 89030-4067  
Website: <http://site.notavailable.org>