

IN THE SUPREME COURT OF THE STATE OF NEVADA

MONICA JONES,

Appellant,

v.

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

Respondent.

Supreme Court Case No: 78054

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May 30 2019 09:51 a.m.
Elizabeth A. Brown
Clerk of Supreme Court

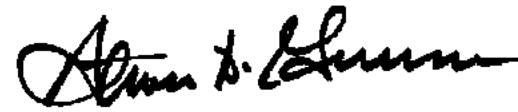
JOINT APPENDIX

APPEAL FROM THE EIGHTH JUDICIAL DISTRICT COURT

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CLERK OF THE COURT

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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

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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 1-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

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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 By: 
16 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:	REDACTED
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

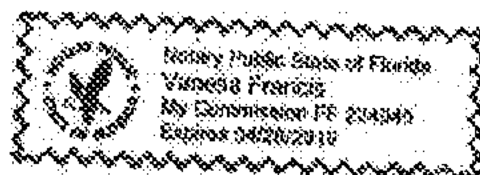
EXECUTED THIS
ON BEHALF OF OCWEN LOAN SERVICING, LLC BY:

William J Sachelari
William J Sachelari, Its Authorized Signer

STATE OF FLORIDA
COUNTY OF PALM BEACH

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

Vanessa Francis
Signature of Notary Public
Vanessa 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 INTERESTSM 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. \$1,985.60

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 Form 1-800-460-2713

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 the 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, this 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 5.0000% 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 THEIR 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

Clark County Recorder

RMS

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 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

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Form 3029 1/01

GREATLAND

To Order Call 1-800-530-8363 Fax 516-791-1131

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(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

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To Order Call: 1-800-530-6393 (T) Fax: 615-791-1131

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(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 3025 (08)

REDACTED

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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.

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

Form 3029 1/01

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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

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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 verification 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

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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.

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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

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

Form 3025 1/01

REDACTED

(Page 9 of 14 pages)

GREATLAND
To Order Call: 1-800-580-9393 Fax: 615-791-1131

REDACTED

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
To Order Call: 1-800-830-0300 □ Fax: 416-761-1121

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.

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

Form 3029 1/01

REDACTED

(Page 11 of 14 pages)

GREATLAND, INC.
To Order Call: 1-800-536-8383 ☐ Fax: 616-791-1151

REDACTED

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: 1-800-550-9358 Fax: 816-791-1131

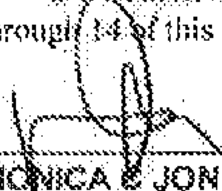
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the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for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

REDACTED

(Page 13 of 14 pages)

GREATLAND
To Order Call: 1-800-535-9395 © Fax: 516-791-1181

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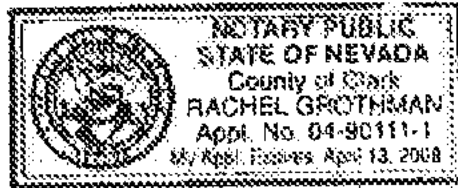
State of NV
County of Clark

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, likely belonging to Rachel Grothman, the Notary Public.

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: 1-800-530-5393 ☐ Fax: 816-751-1131

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 #: 3043769

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

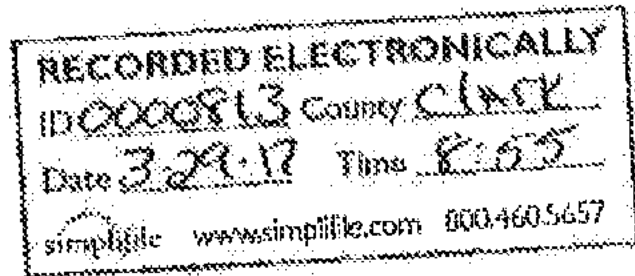
THE PURPOSE OF THIS CORRECTIVE ASSIGNMENT OF DEED OF TRUST IS TO

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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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

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

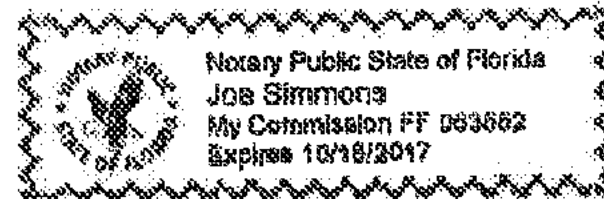
STATE OF Florida
COUNTY OF Palm Beach

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
Control Management Coordinator

29161

Exhibit “3”

Owen
P.O. BOX 9058
TAMECULA, 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

REDACTED

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
TOTAL DUE:	\$170,497.32

NMLS # 1852

14DYPFC



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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 where you can review your account, enter your financial information and provide a description of your current situation at your convenience.

NMLS # 1852

14DYFFC

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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

14DYFFC



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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
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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

1ADYPPC



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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

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

Homeowner's HOPE Hotline Number

1-888-995-4673

www.hopenow.com

Making Home Affordable Program

www.makinghomeaffordable.gov

Fannie Mae Assistance Program Number

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.

NMLS # 1852

1ADYFFC

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REDACTED

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.

OCWEN LOAN SERVICING, LLC
1661 Worthington Road Suite 100
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 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.



form HUD-92070
(12/2014)

REDACTED

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
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: 702-947-7768
Email: 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
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
Address: 1641 E Sunset Suite B110
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
Address: 3685 Pecos-McLeod
LAS VEGAS, Nevada 89121-3805
Website: 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
Address: 266 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: 702-362-6198
Toll Free: 817-250-6222
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@nlslaw.net
Address: 530 S 6th St
Las Vegas, Nevada 89101-8918
Website: <http://www.nlslaw.net>

Agency Name: REBUILDING ALL GOALS EFFICIENTLY
Phone: 702-333-1038
Toll Free: 702-333-1038
Fax:
Email: eden@choiceslv.com
Address: 2801 El Camino Ave
Las Vegas, Nevada 89102-0037
Website: N/A

Agency Name: SOUTHERN NEVADA REGIONAL HOUSING
AUTHORITY (SNRHA)
Phone: 702-922-6900
Toll Free:
Fax:
Email: N/A
Address: 540 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
Address: 215 E Warm Springs Rd Ste 106
Las Vegas, Nevada 89119-4248
Website: <http://www.homeownership.org/>

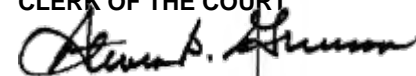
Agency Name: WOMEN'S DEVELOPMENT CENTER
Phone: 702-796-7770
Toll Free:
Fax: 702-796-3007
Email: lprieto@wdcv.org
Address: 4020 Pecos McLeod
LAS VEGAS, Nevada 89121-4350
Website: <http://www.wdcv.org>

Agency Name: COMMUNITY SERVICES OF NEVADA (CSNV)
Phone: 702-307-1710
Toll Free:
Fax: 702-307-1712
Email: galthefts@csnv.org
Address: 730 W Cheyenne Ave Ste 10
N Las Vegas, Nevada 89030-7849
Website: <http://www.csnv.org>

Agency Name: NEIGHBORHOOD HOUSING SERVICES OF
SOUTHERN NEVADA
Phone: 702-649-0995
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>





MONICA C. JONES
149 Cologne Court
Henderson, NV 89074
702-217-5626

CLARK COUNTY REGIONAL COURT
DISTRICT OF NEVADA

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE) Case No.: No. A-17-755267-C
FOR TBW MORTGAGE-BACKED PASS-THROUGH) Motion to Dismiss
CERTIFICATES, SERIES 2006-3,)
Plaintiff,)
vs.)

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

Motion to Dismiss with Prejudice

COME NOW Defendant Monica C. Jones with Motion to Dismiss pursuant to Rule 7b because the complaint contains malicious misrepresentation of material fact pursuant to Rule 9, and is an abuse of court procedure pursuant to Rule 18 and NRS 18.010 seeking only to harass, defame and shine false light upon the defendant. The complaint requests relief upon which cannot be granted by the court for the following reasons contained within this motion.

ARGUMENT

Pursuant to Fed. R. Civ. P. 12(b)(6), a court may dismiss a plaintiff's complaint for "failure to state a claim upon which relief can be granted." A properly pled complaint must provide "a short and plain statement of the claim showing that the pleader is entitled to relief." Fed. R. Civ. P. 8(a)(2); *Bell Atlantic Corp. v. Twombly*, 550 U.S. 544, 555 (2007). While Rule 8 does not require detailed factual allegations, it demands "more than labels and conclusions" or a "formulaic recitation of the elements of a cause of action." *Ashcroft v. Iqbal*, 129 S. Ct. 1937, 1949 (2009) (citing *Papasan v. Allain*, 478 U.S. 265, 286 (1986)). "Factual allegations must be enough to rise above the speculative level." *Twombly*, 550 U.S. at 555. Thus, to survive a motion to dismiss, a complaint must contain sufficient factual matter to "state a claim to relief that is plausible on its face." *Iqbal*, 129 S. Ct. at 1949 (internal citation omitted).

In *Iqbal*, the Supreme Court recently clarified the two-step approach district courts are to apply when considering motions to dismiss. First, the Court must accept as true all well-pled factual allegations in the complaint; however, legal conclusions are not entitled to the assumption of truth. *Id.* at 1950. Mere recitals of the elements of a cause of action, supported only by conclusory statements, do not suffice. *Id.* at 1949. Second, the Court must consider whether the factual allegations in the complaint allege a plausible claim for relief. *Id.* at 1950. A claim is facially plausible when the plaintiff's complaint alleges facts that allow the court to draw a reasonable inference that the defendant is liable for the alleged misconduct. *Id.* at 1949. Where the complaint does not permit the court to infer more than the mere possibility of misconduct, the complaint has "alleged-but not shown-that the pleader is entitled to relief." *Id.* (internal quotation marks omitted). When the claims in a complaint have not crossed the line from conceivable to plausible, plaintiff's complaint must be dismissed. *Twombly*, 550 U.S. at 570.

1 The suppression or omission "of a material fact which a party is bound in good
2 faith to disclose is equivalent to a false representation, since it constitutes an
3 indirect representation that such fact does not exist." *Nelson v. Heer*, 123 Nev. 217,
4 163 P.3d 420 (Nev. 2007) (quoting *Midwest Supply, Inc. v. Waters*, 89 Nev. 210, 212-13,
5 510 P.2d 876, 878 (1973). See *Foster v. Dingwall*, - P.3d -, 2010 WL 679069, at *8
6 (Nev. Feb. 25, 2010) (en banc); *Jordan v. State ex rel. Dep't of Motor Vehicles & Pub.*
7 *Safety*, 121 Nev. 44, 75, 110 P.3d 30, 51 (2005) *J.A. Jones Const. Co. v. Lehrer*
8 *McGovern Bovis, Inc.*, 120 Nev. 277, 290-91, 89 P.3d 1009, 1018 (2004) *Chen v. Nev.*
9 *State Gaming Control Bd.*, 116 Nev. 282, 284, 994 P.2d 1151, 1152 (2000) *Albert H.*
10 *Wohlers & Co. v. Bartgis*, 114 Nev. 1249, 1260, 969 P.2d 949, 957 (1998) *Barmettler v.*
11 *Reno Air, Inc.*, 114 Nev. 441, 956 P.2d 1382 (1998); *Blanchard v. Blanchard*, 108 Nev.
12 908, 911, 839 P.2d 1320, 1322 (1992) *Bulbman, Inc. v. Nevada Bell*, 108 Nev. 105, 110-
13 11, 825 P.2d 588, 592 (1992) *Collins v. Burns*, 103 Nev. 394, 397, 741 P.2d 819, 821
14 (1987) *Epperson v. Roloff*, 102 Nev. 206, 211, 719 P.2d 799, 802 (1986) *Hartford Acc. &*
15 *Indem. Co. v. Rogers*, 96 Nev. 576, 580 n.1, 613 P.2d 1025, 1027 n.1 (1980) *Lubbe v.*
16 *Barba*, 91 Nev. 596, 540 P.2d 115 (1975).

17 "[A Plaintiff] may be found liable for misrepresentation even when the
18 [Plaintiff] does not make an express misrepresentation, but instead makes a
19 representation which is misleading because it partially suppresses or conceals
20 information. See *American Trust Co. v. California W. States Life Ins. Co.*, 15 Cal.2d
21 42, 98 P.2d 497, 508 (1940). See also *Northern Nev. Mobile Home v. Penrod*, 96 Nev.
22 394, 610 P.2d 724 (1980); *Holland Rlty. v. Nev. Real Est. Comm'n*, 84 Nev. 91, 436 P.2d
23 422 (1968)." *Epperson v. Roloff*, 102 Nev. 206, 212-13, 719 P.2d 799, 803 (1986).

24 "[A] party may be held liable for misrepresentation where he communicates
25 misinformation to his agent, intending or having reason to believe that the agent
26 would communicate the misinformation to a third party. See generally *W. Prosser*,
27 *supra*, § 107 at 703; *Restatement (Second) of Torts*, § 533 (1977)." *Epperson v. Roloff*,
28 102 Nev. 206, 212, 719 P.2d 799, 803 (1986).

1
2 MALICIOUS MISREPRESENTATION OF MATERIAL FACT

- 3 1. Throughout the complaint the Plaintiff, by and through counsel, used
4 redaction to conceal material facts.
5 2. The Plaintiff concealed existence of previous litigation.
6 3. The Complaint named sham defendants.
7 4. The Plaintiff knowingly attached information belonging to an unknown
8 third party.
9 5. US Bank does not own the note mentioned in the Complaint.
10 6. The Plaintiff, by and through counsel, knowingly and willfully created a
11 lost note affidavit to bolster their claim that they own a note related
12 to the property.
13 7. The Plaintiff, by and through their agent, knowingly and willfully
14 created a lien using false or fictitious information in order to defraud.
15 8. Initial Interest Note attached as exhibit A page 2 thru 5 of 24 is not a
16 true and correct copy.
17 9. First American Title Co. could not provide a true and accurate copy of
18 the note because they were not a party to the original transaction.
19 10. The Plaintiff knowingly and willfully plead that Defendant Jones had a
20 property tax lien when she did not.
21 11. Clark County Treasurer, by and through their counsel, the Clark County
22 District attorney office, filed documentation clearing Defendant Jones of
23 any allegations of tax lien related to defendants property.
24 12. U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR TBW MORTGAGE-BACKED PASS-
25 THROUGH CERTIFICATES, SERIES 2006-3 is not an entity licensed to do
26 business in Nevada.
27
28

FALSE LIGHT

1 13. The Plaintiff, by and through their council, named sham defendants.

2 14. The Plaintiff attempted to deprive Monica C Jones of her property using
3 Monica S Jones debt.

4 15. The Plaintiff, declaring in a public domain that Defendant Jones does not
5 pay her bills while claiming Monica S Jones debt belongs to Monica C
6 Jones.

7 16. On at least two separate occasions, The Plaintiff attempted to or engaged
8 in conversations with Defendant Jones neighbors in order to defame and
9 cast further false light against Monica C Jones causing public
10 humiliation and embarrassment.

11 17. The Plaintiff knowingly and willfully, wrongfully asserted that Defendant
12 had a tax lien since 2011 causing visible emotional distress.

13 18. By and through counsel, using electronic communications to third parties,
14 asserted Defendant Jones was "dodging service".

15
16 **ABUSE OF PROCESS**

17 19. This lawsuit was filed in order to harass or intimidate against court
18 procedure.

19 20. The Plaintiff filed exhibits with unlawful redaction.

20 21. The Plaintiff filed an affidavit of lost note against US Banks
21 contentions.

22 22. The Plaintiff, knowingly and willfully, without authority, recorded a
23 lien on the property to bolster their claim.

24 23. The Plaintiff, knowingly and willfully, pled a fictitious property tax
25 lien.

26 24. The Plaintiff, knowingly and willfully, filed complaint with ulterior
27 purpose to harass or to induce Defendant Jones to flee and abandon her
28 claim to Property.

25. Plaintiff or its agent has been photographing Defendant Jones without her knowledge or consent, and sharing photographs with third parties.

26. Plaintiff, by and thru its agents, knowingly and willfully attached an unauthorized letter requesting money from defendant to the service packet containing plaintiffs complaint.

27. Plaintiff, by and thru its agents, knowingly and willfully sent correspondence to an address not held by Defendant Jones.

Failure to State a Claim Upon which Relief can be Granted

28. The Plaintiff does not hold a lawful note.

29. The contract does not have a provision for Judicial Foreclosure.

30. The Plaintiff is not authorized to request a foreclosure on the Property.

31. The Plaintiffs claims are void ab initio.

32. The Plaintiff has no lawful authority to act upon the note attached to the Property.

33. The Plaintiff has plead falsehoods and attached sham defendants to the complaint to gain favor with the court.

Dated this 26th day of September, 2017

Respectfully Submitted

State of Nevada, County of Clark

This instrument was acknowledged by

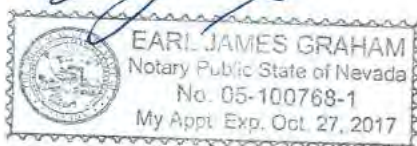
Monica C. Jones

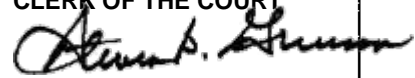
Dated 26 Sept 2017

Monica C. Jones

702-217-5626

Defendant in pro per





McCarthy & Holthus, LLP
Kristin A. Schuler-Hintz, Esq. SBN 7171
Daniel B. Cantor SBN 14180
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,

Plaintiff,

v.

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

Defendants.

Case No.: A-17-755267-C

Dept No.: XXIX

**OPPOSITION TO MOTION TO
DISMISS**

COMES NOW Plaintiff, U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR
TBW MORTGAGE-BACKED PASS-THROUGH CERTIFICATES, SERIES 2006-3
("Plaintiff"), by and through its counsel of record, McCarthy & Holthus, LLP, files this
Opposition to MONICA C. JONES' (the "Defendant") Motion to Dismiss.

This Opposition is based upon the attached Memorandum of Points and Authorities, and
upon all pleadings and documents herein, as well as any argument that may be presented at the
hearing of this, or any other motions/matters; the Court is requested to take judicial notice as
appropriate.

MCCARTHY & HOLTHUS, LLP
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TELEPHONE (702) 865-0320/Facsimile (866) 335-5961
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MEMORANDUM OF POINTS AND AUTHORITIES

LEGAL STANDARD FOR MOTION TO DISMISS

NRCP 12(b)(5) authorizes a Court to dismiss the Complaint for failure to state a claim upon which relief can be granted. A Rule 12(b)(5) motion tests the legal sufficiency of the claims asserted in the complaint. In order to survive a 12(b)(5) motion, a party's complaint must include a "short and plain statement of the claim showing that the pleader is entitled to relief."¹ The Complaint must set forth sufficient facts to establish all necessary elements of a claim for relief so that the adverse party has adequate notice of the nature of the claim and relief sought."² Moreover, it has been held that a court will liberally construe the pleadings in favor of the non-moving party.³

For the reasons stated below, Plaintiff has set forth more than sufficient facts to establish each element of its claim for Judicial Foreclosure so that Defendant has adequate notice of the nature of Plaintiff's claim and its requested relief. As such, Defendant's Motion to Dismiss must be denied.

ARGUMENT

Defendant's Motion to Dismiss is without merit. The Motion forwards, numerous, factual allegations, none of which warrant dismissal of Plaintiff's Complaint for "failure to state a claim." Construing the pleadings in in favor of the non-moving party, Plaintiff's Complaint contains more than sufficient facts to establish all necessary elements of its claim and gives Defendant, Jones, more than adequate notice of the nature of Plaintiff's claims and the relief sought.

Plaintiff has plead all the necessary elements to maintain an action for Judicial Foreclosure and Enforcement of a Lost Instrument. It alleges that (1) Plaintiff is the holder of the Note and the beneficiary of the Deed of Trust, (2) Jones defaulted, (3) Plaintiff declared the loan in default, and (4) Plaintiff is entitled to enforce the Lost Instrument pursuant to NRS 104.3309. Compl. ¶¶ 13-14, 19-22, 24-27). These are more than sufficient facts to survive a 12(b)(5) motion.

¹ NRCP 8(a).

² *Hay v. Hay*, 100 Nev. 196, 198 (1984); *Liston v. Las Vegas Metro Police Dept.* 111 Nev. 1575, 9908 P.2d 720 (1995).

³ *See Lubin v. Kunin*, 117 Nev. 107 (2001).

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1 Jones remaining arguments are also without merit and do not warrant dismissal pursuant to
2 NRS 12(b)(5). Therefore, Defendant's Motion to Dismiss must be denied.

3
4 WHEREFORE, Plaintiff respectfully requests that this Court deny Defendant's Motion to
5 Dismiss.

6 DATED this 12TH day of October 2017.

7
8 Respectfully submitted,

9 McCARTHY & HOLTHUS, LLP

10
11 

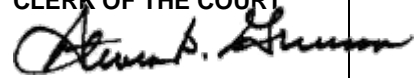
12 Kristin Schuler-Hintz, Esq. NV Bar No. 7171

13 Daniel B. Cantor, Esq. NV Bar No. 14180

14 9510 W. Sahara Ave., Suite 200

15 Las Vegas, NV 89117

16 Attorneys for Plaintiff
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28



1 **RTRAN**

2
3
4 DISTRICT COURT
5 CLARK COUNTY, NEVADA

6
7 US BANK NATIONAL ASSOCIATION, }

8 Plaintiff, }

CASE NO. A-17-755267-C

9 vs. }

DEPT. XXIX

10 MONICA JONES, }

11 Defendant. }

12
13
14 BEFORE THE HONORABLE DAVID M. JONES, DISTRICT COURT JUDGE

15 WEDNESDAY, NOVEMBER 01, 2017

16 **RECORDER'S TRANSCRIPT OF PROCEEDING:**
17 **DEFENDANT MONICA JONES' MOTION TO DISMISS WITH PREJUDICE**

18 APPEARANCES:

19
20 For the Plaintiff: DANIEL CANTOR, ESQ.

21
22 For the Defendant: PRO SE

23
24
25 RECORDED BY: MELISSA DELGADO-MURPHY, COURT RECORDER

1 WEDNESDAY, NOVEMBER 01, 2017 AT 9:23 A.M.

2
3 THE COURT: A755267 US Bank versus Monica Jones.

4 MR. CANTOR: Good morning, Your Honor. Daniel Cantor 14180 on behalf
5 of Plaintiff.

6 THE DEFENDANT: Good morning, Your Honor. Monica Jones in proper
7 person.

8 THE COURT: Good morning everyone. Ms. Jones this is your Motion to
9 Dismiss with Prejudice.

10 THE DEFENDANT: This is.

11 THE COURT: Go ahead.

12 THE DEFENDANT: Okay. Mr. Cantor's law firm McCarthy Holthus is the
13 fourth law firm that is working together, that have made up different stories over - -
14 since 2009 on this same matter. There is a law suit that was filed in 2010, along
15 with the Lis Pendens trying to, you know, get it straightened out.

16 THE COURT: Right.

17 THE DEFENDANT: And the three of the law firms drug it out until November
18 of last year. Mr. Cantor failed to tell the Court that, yet he, fifteen days prior to filing
19 his Complaint, bought some documents. It's on the bottom of the nine page docket,
20 where he spent two dollars - - it's four pages. I'm betting - - I'm going to guess that's
21 the copy of the note. It looks just like the one they brought in before that is denied as
22 being authentic. Anyway, this is just a whole different set of circumstances that
23 doesn't fit with anything else that anybody's ever said. Documents done up in
24 March of this year, they are trying to - - I don't know what they are trying to do.

25 I have correspondence from US Bank that says, "No, were not the

1 investor on your note.” I was looking for my note for ten years. Can’t find it. This
2 completely just straight up shows everything that was ever said in the other case
3 was fraud on the Court. And then there is this here also. I mean it just enough you
4 know. I filed a Lis Pendens. US Bank would have been notified in 2010 if they had
5 an interest on the property. I sent them correspondence outside of the other case.
6 Just cause their name was uttered. This trust that that he’s claiming is suing, he
7 says it’s licensed or an entity that’s licensed to do business in Nevada, it’s not. But I
8 also - - there’s no trust documents attached. When I’ve look in the trust documents
9 and I’m not there. It’s just not there. It’s just a made up name with another attempt.
10 Every - - you know, it’s just enough.

11 THE COURT: Okay, counsel.

12 MR. CANTOR: Good morning, Your Honor. This matter we’re in front of you
13 on a Motion to Dismiss. Looking at the light most favorable to the non-moving party.
14 Plaintiff’s Complaint forwards or establishes enough sufficient facts to put Defendant
15 on notice of a judicial foreclosure against her. Plaintiff has pled that it is the holder of
16 the note, the beneficiary of the deed of trust. Ms. Jones is in default. They are
17 entitled to enforce the lost note pursuant to NRS 104 and that they are entitled to
18 foreclosure. I believe that is more than enough to survive a 12(b)(5) Motion. On top
19 of that, any of the previous cases, no decisions were made on the merits. There are
20 no claim or issue preclusion issues there. And I believe that the Complaint puts Ms.
21 Jones on enough notice that there is a judicial foreclosure action against her.

22 THE COURT: The problem you’re having Ms. Jones is the 12(b) standard is
23 such a weak standard.

24 THE DEFENDANT: Yeah.

25 THE COURT: Based upon what is a Motion to Dismiss. Basically what it

1 forces the Court to do is, take all their pleadings as truthful. Whether you believe
2 they are not. I have to by law assume they are truthful.

3 THE DEFENDANT: You - -

4 THE COURT: That doesn't mean they are. That just means I have to assume
5 when someone files a Motion to Dismiss. You filing a Motion to Dismiss - -

6 THE DEFENDANT: Correct.

7 THE COURT: - - everything they have alleged I have to assume is truthful.

8 THE DEFENDANT: Correct.

9 THE COURT: Whether you agree to it or not, or the facts show down the
10 road that they are not truthful, unfortunately is not the standard. The standard is as
11 soon as you file a Motion to Dismiss, what they bring up, what they've alleged is
12 deemed to be the truth.

13 THE DEFENDANT: Got it.

14 THE COURT: And that's the problem with this standard.

15 THE DEFENDANT: Awesome.

16 THE DEFENDANT: Counsel I think, I mean I'm going through this and I pull
17 up all the rest of the stuff. If what Ms. Jones is saying is true you guys are in a
18 whole lot of trouble. You understand that? I hope your client understands that.

19 MR. CANTOR: Yes, Your Honor.

20 THE COURT: Motion to Dismiss this time is denied. Counsel for the
21 Defendant, go ahead - - I mean Counsel, for Defendant go ahead and prepare the
22 order.

23 THE DEFENDANT: Can I add also.

24 THE COURT: Yes mam.

25 THE DEFENDANT: The other four Defendants that didn't answer were

1 defaulted. Two of them were companies that obtained judgments on a girl that has
2 my name but different initials. Two of them.

3 THE COURT: Different, okay.

4 THE DEFENDANT: Right. They're also both of those judgments are beyond
5 statute of limitations. One of them they sent some poor process server in New York
6 to an address for a company that's been gone since 1992. The judgments aren't
7 that old. So their due diligence is lacking and they know they're not going to
8 respond to a ten year old judgment. And they are not mine and they know they
9 aren't mine. And even if they were mine and even if they weren't beyond statute of
10 limitations, US Bank if they are trying to do a judicial foreclosure wouldn't care about
11 that.

12 THE COURT: And - -

13 THE DEFENDANT: They wouldn't have a cause of action against that.

14 THE COURT: - - and I understand. All of that is going to come out during the
15 cases in chief. But with the Motion to Dismiss - -

16 THE DEFENDANT: Okay.

17 THE COURT: - - it's not that portion of it yet. But I would assume down the
18 road that you would file a Motion for what's called Summary Judgment, which is a
19 different standard, which basically says, they can't prove up their case.

20 THE DEFENDANT: Gotcha.

21 THE COURT: But this time on a Motion to Dismiss I have to deny it based
22 upon allegations made.

23 THE DEFENDANT: Okay.

24 THE COURT: Okay, Counsel go ahead and prepare the order.

25 MR. CANTOR: Thank you, Your Honor.

1 THE DEFENDANT: And can you just from past experience, could you ask
2 Mr. Cantor to send me the order for my approval prior to - -

3 THE COURT: Absolutely. Go run it by Ms. Jones for - -

4 THE DEFENDANT: - - they they don't do that.

5 THE COURT: - - go run it by Ms. Jones for her approval. She is a pro se
6 litigant. She is entitled to that counsel.

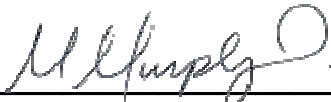
7 MR. CANTOR: Of course, Your Honor.

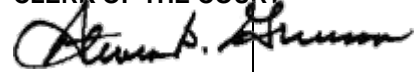
8 THE COURT: Thank you.

9 THE DEFENDANT: Thank you.

10
11 [Proceeding concluded at 9:29 a.m.]

12
13 ATTEST: I do hereby certify that I have truly and correctly transcribed the
14 audio/visual recording in the above entitled case to the best of my ability.

15 
16 _____
17 Melissa Delgado-Murphy,
18 Court Recorder/Transcriber
19 District Court, Department XXIX
20
21
22
23
24
25



Monica C. Jones
149 Cologne Ct.
Henderson, NV 89074
In Pro Per
702-217-5626
kobesmomma@gmail.com

EIGHTH JUDICIAL DISTRICT OF THE STATE OF NEVADA
COUNTY OF CLARK

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE)	Case No.: A-17-755267-C
)	Department 29
FOR TBW MORTGAGE-BACKED PASS-THROUGH)	Motion for More Definitive Statement
CERTIFICATES, SERIES 2006-3)	
)	
Plaintiff,)	
)	
vs.)	
)	
MONICA C. JONES, MORTGAGE ELECTRONIC		
REGISTRATION SYSTEMS INC., CLARK COUNTY		
TREASURER, CENTURIAN CAPITAL CORPORATION,		
ADVANCED GROUP INC., DBA RAPID CASH; DOES		
I-X; and ROES 1-10 inclusive,		
Defendant		

MOTION FOR MORE DEFINITIVE STATEMENT

COME NOW Defendant Monica C. Jones (herein "Jones") with a Motion for More Definitive Statement from the Plaintiff U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR TBW MORTGAGE-BACKED PASS-THROUGH CERTIFICATES, SERIES 2006-3 (herein "Sham Plaintiff") so that Defendant can accurately answer in Good Faith the Plaintiffs Complaint.

This Motion is made base on the Memorandum of Points and Authorities below together with the Pleadings and files herein, and any argument this court permits.

1
2
3 FACTS

- 4 1. When legal claims do not correspond clearly to the individual defendants in a
5 complaint the court allows for a motion for a definite statement. See *McHenry*
6 *v. Renne*, 84 F.3d 1172 (9th Cir. Cal. 1996).
- 7 2. The unclean hands doctrine generally "bars a party from receiving equitable
8 relief because of that party's own inequitable conduct." *Food Lion, Inc. v.*
9 *S.L. Nusbaum Ins. Agency, Inc.*, 202 F.3d 223, 228 (4th Cir.2000).
- 10 3. Failure to bring the required to the documents constitutes bad faith and is
11 sanctionable. *Leyva v. National Default Servicing Corp.*, App. No. 55216, Appeal
12 from the Clark Co. District Court, A-10-600-651, 127Nev. ___, ___ P.3d ___
13 (Adv. Op. No. 40, July 7, 2011).
- 14 4. N.R.C.P. Rule 3 covers grounds and procedure for redaction of Court Records.
- 15 5. Regardless of when a transfer instrument is made, to the extent the court finds
16 that a transfer was the product of fraud, duress or undue influence, the
17 transfer is void and each transferee who is found responsible for the fraud,
18 duress or undue influence shall bear the costs of the proceedings, including,
19 without limitation, reasonable attorney's fees. See N.R.S. 155.097(1).
- 20 6. "The legislative intent behind requiring a party to produce the assignments of
21 the deed of trust and mortgage note is to ensure that whoever is foreclosing
22 'actually owns the note' and has the authority to modify the loan." *Leyva v.*
23 *National Default Servicing Corp.*, App. No. 55216, Appeal from the Clark Co.
24 District Court, A-10-600-651, 127Nev. ___, ___ P.3d ___ (Adv. Op. No. 40, July
25 7, 2011).

26
27 ARGUMENT
28

1 7. Sham Plaintiffs Complaint is so vague and ambiguous Defendant Jones is unable
2 to discern what actions she is being accused of committing.

3 8. Defendant Jones cannot, in good faith, answer properly nor prepare accurate
4 defenses and counter claims because the facts of the complaint come from an
5 alternate reality than what was represented to the court in A-10-609944-C.

6 9. Sham Plaintiff did not present Complaint in good faith.

7 10. Sham Plaintiff did not provide information or documentation showing it obtained
8 interest in the Property.

9 11. Sham Plaintiff did not provide how or when it obtained interest in the
10 Property.

11 12. Counsel for Sham Plaintiff brought complaint concealing the identity of their
12 client.

13 13. Counsel for Sham Plaintiff does not have an actual client acting as a rogue
14 agent in pursuit of personal interest.

15 14. Documents and correspondence provided as Exhibits contain redaction without
16 providing a copy of court order authorizing redaction.

17 15. Defendant Jones can not accurately and in good faith provide an answer without
18 knowing when Sham Plaintiff obtained its supposed interest in the Note.

19 16. Defendant can not accurately and in good faith provide an answer without
20 viewing and/or receiving un-redacted documents contained within the Sham
21 Plaintiffs exhibits.

22 17. Defendant can not accurately and in good faith provide an answer without
23 viewing the assignment the Sham Plaintiffs exhibits seeks to correct.

24 18. Defendant can not accurately and in good faith assert counter claims without a
25 clear timeline of what Sham Plaintiff is claiming.

26 19. Defendant has never had any sort of business relationship with Sham Plaintiff.

27 20. Exhibits provided by Sham Plaintiff are hearsay.

28

1 PRAYER FOR RELIEF

2
3 WHEREFORE MONICA C. JONES prays for the following:

- 4 1. An order for Sham Plaintiff to provide un-redacted exhibits 1-3 and explain
5 why redaction was made without a court order.
6 2. An order for Sham Plaintiffs to provide a true and correct copy of the
7 Assignment the complaint lists as 20090918-0003386.
8 3. An order for Sham Plaintiff to provide proof of interest in the Property to
9 include all assignments, substitutions and transfers of interest going back
10 to the beginning date of Sham Plaintiffs interest.
11 4. An order for Sham Plaintiff to provide documentation showing when and how it
12 thinks it acquired an interest in the Note it seeks to re-establish.
13 5. An order to show who Counsel is representing through proof of retainer.
14

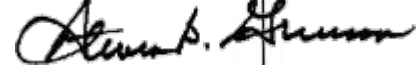
15 Dated this 4th day of December, 2017
16

17 /s/Monica C Jones

18 Monica C. Jones - In Pro Per

19 702-217-5626

20 kobesmomma@gmail.com
21
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27
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McCarthy & Holthus, LLP
Kristin A. Schuler-Hintz, Esq. SBN 7171
Daniel B. Cantor SBN 14180
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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.: XXIX

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.

FINDINGS OF FACT, CONCLUSION OF LAW AND ORDER

Plaintiff filed this action on May 10, 2017. On September 26, 2017, Defendant, MONICA C. JONES, filed a Motion to Dismiss Plaintiff's Complaint. In turn, Plaintiff filed an Opposition to the Motion to Dismiss on October 13, 2017.

THIS COURT, having conducted a hearing on November 1, 2017, makes the following findings:


THE COURT FINDS that, pursuant to NRCP 12(b)(5), looking at the facts in favor of the non-moving party, Plaintiff's complaint sets forth sufficient facts to establish all necessary elements of its claim for relief so that Defendant, MONICA C. JONES has adiqueate notice of the nature of the claim and relief shought.

1 THEREFORE IT IS ORDERED, ADJUDGED AND DECREED, that Defendant,
2 MONICA C. JONES's Motion to Dismiss Plaintiff's Complaint is hereby DENIED.
3

4
5 Dated this 20th day of November, 2017.

6 Submitted by:
7 **MCCARTHY & HOLTHUS, LLP**

Sent to Defendant on November 7, 2017.
No response received as of November 20,
2017

8
9 
10 Daniel B. Cantor, Esq.
11 Nevada Bar No. 14180
12 9510 W. Sahara Avenue, Suite 200
13 Las Vegas, NV 89117
14 Attorney for Defendants


Monica C. Jones
In Proper Person

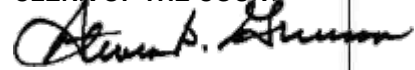
15
16 Dated this 29th day of November, 2017.


DISTRICT COURT JUDGE

17 Respectfully Submitted:

18 **MCCARTHY & HOLTHUS, LLP**

19
20 
21 Daniel B. Cantor Esq.
22 Nevada Bar No. 14180
23 9510 W. Sahara Avenue, Suite 200
24 Las Vegas, NV 92117
25 Attorney for Defendants
26
27
28
29



McCarthy & Holthus, LLP
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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,

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

**OPPOSITION TO MOTION FOR MORE
DEFINITE STATEMENT**

COMES NOW Plaintiff, U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR
TBW MORTGAGE-BACKED PASS-THROUGH CERTIFICATES, SERIES 2006-3
("Plaintiff"), by and through its counsel of record, McCarthy & Holthus, LLP, files this
Opposition to MONICA C. JONES' (the "Defendant") Motion for More Definite Statement.

This Opposition is based upon the attached Memorandum of Points and Authorities, and
upon all pleadings and documents herein, as well as any argument that may be presented at the
hearing of this¹, or any other motions/matters; the Court is requested to take judicial notice as
appropriate.

¹ Plaintiff has not received a Notice of Motion regarding Defendant's Motion for More Definite Statement. As such,
Plaintiff does not believe this matter has been properly set for hearing.

MEMORANDUM OF POINTS AND AUTHORITIES

LEGAL STANDARD FOR MOTION FOR MORE DEFINITE STATEMENT

NRCP 12(e) states a party may move for a more definite statement before interposing a responsive pleading if that pleading is so vague or ambiguous that a party cannot reasonably be required to frame a responsive pleading. *NRCP 12(e)*. Further, a motion brought pursuant to NRCP 12(e) shall point out the defects complained of and the details desired. *Id.*

For the reasons stated below, Plaintiff's complaint set forth more than sufficient facts to establish each element of its claim for Judicial Foreclosure, enforcement of a lost instrument, and deficiency judgment on a deed of trust. Defendant has adequate notice of the nature of Plaintiff's claim and its requested relief. Plaintiff's Complaint is neither vague nor ambiguous. As such, Defendant's Motion for More Definite Statement must be denied.

ARGUMENT

i. Plaintiff's Complaint is Neither Vague Nor Ambiguous. Defendant Can Frame a Responsive Pleading.

Defendant's Motion is without merit. Plaintiff's Complaint contains more than sufficient facts to establish all necessary elements of its claim and gives Defendant, Jones, more than adequate notice of the nature of Plaintiff's claims and the relief sought so that Defendant may frame a responsive pleading.

Additionally, Plaintiff's Complaint is neither vague nor ambiguous. Plaintiff has plead all the necessary elements to maintain an action for Judicial Foreclosure and Enforcement of a Lost Instrument. It alleges that (1) Plaintiff is the holder of the Note and the beneficiary of the Deed of Trust, (2) Jones defaulted, (3) Plaintiff declared the loan in default, and (4) Plaintiff is entitled to enforce the Lost Instrument pursuant to NRS 104.3309. Compl. ¶¶ 13-14, 19-22, 24-27). The Complaint and its accompanying exhibits are not vague nor ambiguous so that Defendant cannot reasonably frame a responsive pleading.

For the reasons stated above, Defendant's Motion for More Definite Statement must be denied.

1 ii. **Plaintiff is Required to Redact personal Information from Exhibits Pursuant**
2 **to NRS 239B.030.**

3 A personal shall not include any personal information about a person on any document
4 that is filed on or after January 1, 2007. See *NRS 239B.030*.

5 “Personal information’ means a natural person’s first name or first initial and last name in
6 combination with any one or more of the following data elements, when the name and data
7 elements are not encrypted: (a) Social Security Number....(c) Account number, credit card
8 number or debit card number, in combination with any required security code, access code or
9 password that would permit access to the person’s financial account. *NRS 603A.040*.

10 Pursuant to NRS 239B.030, Plaintiff is required to redact personal information from any
11 documents filed with this Court. Plaintiff’s redactions are proper and do not constitute grounds for
12 a more definite statement. Additionally, un-redacted documents will be provided to Defendants as
13 part initial 16.1 disclosures.

14 iii. **Defendants Remaining Arguments are Without Merit.**

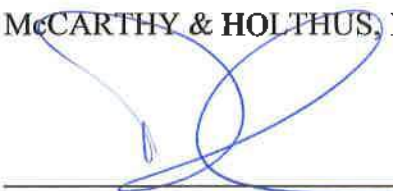
15 Jones remaining arguments do not warrant a more definite statement. However, the issues
16 raised by Defendant are ripe for discovery. The issues raised by Defendant are the exact issues
17 that can be determined though discovery. Therefore, Defendant’s Motion for More Definite
18 Statement must be denied.

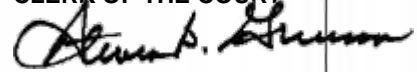
19 WHEREFORE, Plaintiff respectfully requests that this Court deny Defendant’s Motion for
20 More Definite Statement.

21 DATED this 20th day of Dec, 2017.

22 Respectfully submitted,

23 MCCARTHY & HOLTHUS, LLP

24 
25 _____
26 Kristin Schuler-Hintz, Esq. NV Bar No. 7171
27 Daniel B. Cantor, Esq. NV Bar No. 14180
28 9510 W. Sahara Ave., Suite 200
 Las Vegas, NV 89117



Kristin A. Schuler-Hintz, Esq., SBN 7171
McCarthy & Holthus, LLP
9510 W. Sahara Ave., Suite 200
Las Vegas, NV 89117
Phone 855-809-3977
Fax (866) 339-5691
Email NVJud@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 OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF CLARK

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

Plaintiff,

MOTION FOR SUMMARY 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.

COMES NOW Plaintiff, U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR
TBW MORTGAGE-BACKED PASS-THROUGH CERTIFICATES, SERIES 2006-3, by and
through its attorneys, McCarthy & Holthus, LLP, and moves the Court for summary judgment in
favor of Plaintiff. This Motion is brought pursuant to NRCP 56(b) based upon the assertion that
there is no genuine issue of material fact.

///

///

///

1 This Motion is based upon this Notice, the attached Memorandum of Points and
2 Authorities, and upon all pleadings and documents herein, as well as any argument that may be
3 presented at the hearing of this, or any other motions/matters; the Court is requested to take
4 judicial notice as appropriate.

5 Dated: October 30, 2018

6 /s/ Kristin A. Schuler-Hintz
7 Kristin A. Schuler-Hintz, Esq., SBN 7171
8

9 **NOTICE OF HEARING ON MOTION**

10 ALL INTERESTED PARTIES IN THE ABOVE CAPTIONED MATTER

11 YOU AND EACH OF YOU will please take notice that the foregoing HEARING FOR MOTION
12 FOR SUMMARY JUDGMENT FOR JUDICIAL FORECLOSURE will come on for hearing
13 before this Court located at the Regional Justice Center 200 Lewis Avenue, Las Vegas, Nevada
14 89155 in Dept. 18 on the 04 day of December, 2018, at 9:00 a.m., of said day, or as soon
15 thereafter as counsel can be heard.
16

17 Dated: October 30, 2018

18 /s/ Kristin Schuler-Hintz
19 Kristin A. Schuler-Hintz, Esq., SBN 7171
20

21 **MEMORANDUM OF POINTS AND AUTHORITIES**

22 **I. FACTUAL BACKGROUND**

23 Accompanying the filing of this Motion is an Affidavit signed by Chastrie R. Eloi,
24 Contract Management Coordinator for Ocwen Loan Servicing, LLC, servicer for Plaintiff
25 “(Affidavit)”. As set forth in the Complaint and in the Affidavit, Plaintiff asserts that the
26 following facts are not in dispute:

27 1. On or about April 21, 2006, Defendants, Monica C. Jones, executed a Note secured by a
28 Deed of Trust on the real property commonly known as 149 Cologne Court, Henderson, NV
89074 (“Subject Property”) for a loan currently in favor of Plaintiff. The Deed of Trust was

1 recorded on April 28, 2006 in the official records of Clark County as document number
2 20060428-0002827. A true and correct copy of the Lost Note Affidavit and Deed of Trust as
3 attached as exhibit 1 to this Motion.

4 2. Plaintiff is now, and at all times relevant to this action was the beneficial interest holder
5 under the Deed of Trust. Plaintiff is entitled to enforce the Note and Deed of Trust.

6 3. Defendant has defaulted under the terms of the Note and Deed of Trust. The default began
7 with the failure to make the monthly payments commencing on March 1, 2009 and has continued
8 to the present.

9 4. The Deed of Trust provides, that, if the Trustor defaults in paying any indebtedness
10 secured by the Deed of Trust, or in the performance of term of the subject agreement or Deed of
11 Trust, the entire principal and interest with all advances and fees and costs secured by the Deed of
12 Trust, will upon notice to the Borrower, become immediately due and payable.

13 5. Defendant was sent a Demand letter on June 6th 2016. The demand letter is attached hereto
14 as Exhibit 2.

15 6. Plaintiff filed this action on May 10, 2017. Defendant has not raised any material facts
16 which would preclude entry of summary judgment in favor of Plaintiff.

17 7. All exhibits referenced herein are attached to this Motion or the Affidavit. Plaintiff
18 respectfully requests judicial notice of the deed of trust, as well as the other exhibits. NRS
19 47.130; NRS 47.150; *Jory v. Bennight*, 91 Nev. 763, 766, 542 P.2d 1400, 1403 (1975). All
20 recorded exhibits hereto should be judicially noticed because they are a public record in the Clark
21 County Recorder's office.

22 II. PLEADING STANDARD

23 Summary Judgment is appropriate and is authorized by NRCP 56 when no genuine issue
24 remains for trial.¹ Summary Judgment is available to resolve issue of law where the facts are not
25 in dispute.²

26
27
28 ¹ *Shepard v. Harrison* 100 Nev. 178, 678 P.2d 670 (1984); *Pacific Pool Constr. Co. v. McClain's Concrete, Inc.* 101
Nev. 557, 706 P.2d. 849 (1985).

² *Molino v. Asher* 96 Nev. 814, 618 P.2d 878 (1980).

Nevada Rule of Civil Procedure 56 (a) allows a claimant party to move the Court for Summary Judgment at any time.³ Summary Judgment is appropriate when the moving Party is entitled to judgment as a matter of law, and there are no genuine issues remaining for trial. *Shepard v. Harrison*, 100 Nev. 178 (1984). The purpose of Summary Judgment is to avoid unnecessary trials when they would serve no useful purpose, because there is no real dispute about the facts of the case. *Short v. Hotel Riviera, Inc.*, 79 Nev. 94 (1963). The Summary Judgment procedure is not to decide any issue of fact which may be presented, but to discover if any real issue of fact exists. *Dougherty v. Wabash Life Ins. Co.*, 87 Nev. 32 (1971). The function of the Summary Judgment proceeding is not to test the legal sufficiency of the complaint to state a claim. *Force v. Peccole*, 74 Nev. 64, (1958). Rather, it is to pierce the pleadings and to test whether, under the uncontroverted facts, one party is entitled to judgment as a matter of law. Nev.R.Civ.P. 56(c). The moving party bears the initial burden of establishing the nonexistence of any genuine issue of material fact. *Pacific Pools Constr. Co. v. McClain's Concrete, Inc.* 101 Nev. 557 (1985).

Once the moving party has met its burden, an adverse party may not rest upon the mere allegations or denials of the adverse party's pleadings, but the adverse party's response, by affidavits or as otherwise provided in this rule, must set forth specific facts demonstrating the existence of a genuine issue for trial. Nev.R.Civ.P.56(e). When this rule speaks of a "genuine" issue of material fact, it does so with the adversary system in mind. The word "genuine" has moral overtones; it does not mean a fabricated issue. *Aldabe v. Adams*, 81 Nev. 280, 402 P.2d 34 (1965). In addition, the adverse party must come forward with documentation admissible in evidence in the form of specific facts to show the existence of a genuine issue of material fact; otherwise the court is required to enter judgment according to the law. Nev.R.Civ.P.56(e); *Posadas v. City of Reno*, 109 Nev. 448, 452 (1991). Conclusory statements along with general allegations do not create an issue of material fact. *Michaels v. Sudeck*, 107 Nev.332 (1991). Not only must the party opposing the motion set forth specific evidence, that evidence must be

³ *Cummings v. City of Las Vegas Mun. Corp.* 88 Nev. 479, 499 P.2d. 650 (1972).

1 admissible as well. *Posadas v. City of Reno*, 109 Nev. 448, 452 (1991). The opposing party is not
2 entitled to build a case on the gossamer threads of whimsy, speculation and conjecture. *Collins v.*
3 *Union Fed. Sav. & Loan Ass'n*, 99 Nev. 284, 662 P.2d 610 (1983).

4 **III. LEGAL ARGUMENT**

5 Plaintiff is the holder of the first mortgage on the property commonly known as 149
6 Cologne Court, Henderson, NV 89074. As alleged in the Complaint, Defendant signed a Note in
7 the principal amount of \$256,000.00, which was secured by a Deed of Trust recorded on April 28,
8 2006. The Note and Deed of Trust were subsequently assigned to Plaintiff, the party entitled to
9 enforce the Note and Deed of Trust. The Assignment is attached hereto as Exhibit 1.

10 Defendant paid the installments of principal and interest which became due under the Note
11 and Deed of Trust through February 1, 2009.⁴ Defendant has not made payments that have come
12 due on or after March 1, 2009. Defendant is currently due for all payments commencing March 1,
13 2009 to the present.

14 Under the terms of the Note, signed by Defendant, if the default is not cured on or before
15 the date specified in the note of acceleration, Lender at its option, may invoke the power of sale,
16 including the right to accelerate full payment of the Note, and any other remedies permitted by
17 Applicable Law. Plaintiff therefore seeks a judicial declaration that it is entitled to foreclose on
18 its interest in the property.

19 The material issue of fact in a foreclosure claim is whether the Trustor is in default at the
20 time of foreclosure. There cannot be a wrongful foreclosure when the borrower is in default and
21 the foreclosing party is entitled to enforce the Note and Deed of Trust as is Plaintiff herein. An
22 action for the tort of wrongful foreclosure will only lie if the Trustor or Mortgagor can establish
23 that at the time the power of sale was exercised or the foreclosure occurred, no breach of
24 condition or failure of performance existed on the Mortgagor's or Trustor's part which would have
25 authorized the foreclosure or exercise of the power of sale. *Collins v. Union Federal Savings and*
26

27 ⁴ This matter was the subject of extensive litigation which commenced on 2/16/2010 as Case Number A-
28 10-609944-C which continued into Supreme Court Case Number 68470 which was resolved in favor of
Plaintiff on 8/9/2016 by an issued remittitur. The Court may take judicial notice of the papers and
pleadings therein.

1 *Loan Ass'n*, 662 P.2d 610, 99 Nev. 284 (Nev. 1983). As Defendant is in default at the current
2 time, Plaintiff is entitled to a judgment allowing it to exercise the power of sale under the terms of
3 the Deed of Trust.

4 **IV. CONCLUSION**

5 There are no genuine issues of fact in dispute. As such Plaintiff respectfully requests:

- 6 1. Plaintiff shall receive an Order and Judgment against the property, plus all post-filing
7 costs and attorney's fees, and interest from March 1, 2009, until paid in full, plus post-
8 judgment interest on costs and attorney's fees from the date each was due until paid in
9 full, for its costs incurred herein, including post-judgment costs, for its attorney's fees,
10 including post-judgment attorney's fees, pursuant to the terms of the Note and Deed of
11 Trust.
- 12 2. Plaintiff shall receive an Order and Judgment that the Deed of Trust be foreclosed and
13 directing a sale of the encumbered property and application of the proceeds of sale as
14 provided in NRS 40.462 in satisfaction of the judgment herein;
- 15 3. For immediate possession of the property following the sale;
- 16 4. That the sums prayed for and alleged to be secured by the Property are secured and
17 that the Deed of Trust is a valid lien on the Property described in the Complaint and on
18 the whole thereof, and on the rents, issues, and profits of the Property, and all
19 buildings and improvement thereon and fixtures attached thereto as used in connection
20 with the Property;
- 21 5. That the Deed of Trust be declared superior to all right, title, interest, lien, equity or
22 estate of the Defendants with the exception of any super priority lien rights held by any
23 Defendant pursuant to NRS 116.3116;
- 24 6. That the Lost Note is enforceable pursuant to NRS 104.3309 and the Lost Note
25 Affidavit;
- 26 7. That the Defendants, and all persons claiming by, through or under them, or any of
27 them, be foreclosed of and forever barred from any and all right, title, claim, interest,
28 or lien in or to the Property or with respect thereto except such rights of redemption as

1 they may have by law and with the exception of any super priority lien rights held by any
2 Defendant pursuant to NRS 116.3116;

3 8. That Plaintiff is granted any further relief in satisfaction of the judgment as may be
4 permitted under Nevada law;

5 9. That Plaintiff is entitled at its discretion to the appointment of a receiver to protect the
6 Property from neglect and waste during the pendency of this action and to collect any
7 rents to which any Defendants would be entitled;

8 10. That if the proceeds of the sale do not satisfy Plaintiffs' judgment in full, the Plaintiff
9 may amend its complaint to include a deficiency judgment (if the Defendant has not
10 obtained a bankruptcy discharge and if such action is permitted by applicable state law).
11 against Defendant, Monica C. Jones for the remaining sums due and;

12 11. For such other and further relief as the court deems just and appropriate in the
13 circumstances.

14 Dated: October 30, 2018

McCarthy & Holthus, LLP

15 By: 
16 Kristin A. Schuler-Hintz, Esq., SBN 7171
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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	REDACTED
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 05 2016

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

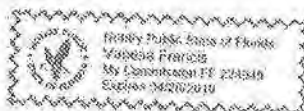
William J Sachelari
William J Sachelari, Its Authorized Signer

STATE OF FLORIDA
COUNTY OF PALM BEACH

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

Vanessa Francis
Signature of Notary Public

Vanessa 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 INTERESTSM 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. \$255,000.00 (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 5(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, 2018. 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, 2038, 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. \$1,905.60.

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—Prodd's Mac UNIFORM INSTRUMENT

REDACTED

(Page 1 of 4 pages)

Form 5206 5/04

Copyright © 2004
by Prodd's Mac 1-800-446-5711

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 the 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 amount 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 in this 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 THEIR 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]

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

REDACTED

(Page 4 of 4 pages)

Form 5106 5/04

Unidocs™

To Order Call 1-800-963-6775

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.

Address: 1417 North Magnolia Ave.

Ocala, FL 34475

Fee: \$28.00

M/C Fee: \$0.00

04/28/2006

12:37:35

T20060075877

Requestor:

PACIFIC TITLE

Frances Deane

Clark County Recorder

RMS

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 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, Farmington, MI 48301-2026, tel. (888) 679 MERS.

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

REDACTED

Form 5029 (01)

UNIFORM INSTRUMENT

To Order Call: 1-800-530-5293 or Fax: 514-781-1131

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 1/04

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(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, Sean & 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.

90-VAHA-Clark County-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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Form 985 1/01

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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.

NEVADA—Single Family Paralel Mac/Fredrick Mac UNIFORM INSTRUMENT

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Form 3029 1/01

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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 1001

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DATE: 6/27/2016 12:25 PM
To: 604 509 7-000 510 5493 01 Fax: 604 510 5493 02

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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 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—Fixed Mortgage—UNIFORM INSTRUMENT

Form 302B L03

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

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

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

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

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

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

Form 3025 1/83

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(Page 9 of 16 pages)

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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 M01

GREATLAND &

To Order Call: 1-866-835-6782 or 703-616-7911

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(Page 10 of 14 pages)

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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—Prime Non-Fraudible Non-Uniform Instrument

Form N229 1/01

REDACTED

(Page 12 of 14 pages)

GREATLANDS®
To Order Call 1-800-455-9130 (TX Fax 817-791-1122)

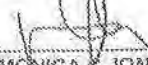
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the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for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

 (Seal) (Seal)
MONICA E. JONES Borrower Borrower

(Seal) (Seal)
Borrower Borrower

(Seal) (Seal)
Borrower Borrower

Witness: Witness:

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

Form 3029 4/04

REDACTED

(Page 13 of 14 pages)

©2004 Fannie Mae
To Order Call 1-800-556-8100 or Fax 813-720-1161

REDACTED

State of NV
County of Clark

This instrument was acknowledged before me on 4.24.06
Monica C. Jones

(date) by



[Signature]
[name(s) of person(s)]
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)

GOVERNMENT NATIONAL MORTGAGE INSURANCE CORPORATION
19 Drive Circle 1-800-630-6330 (T) 816 (2) 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
W/C Fee: \$0.00
03/29/2017 08:56:20 AM
Receipt #: 3043769
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

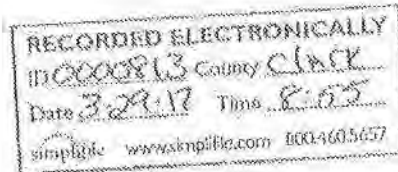
THE PURPOSE OF THIS CORRECTIVE ASSIGNMENT OF DEED OF TRUST IS TO

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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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

CORPORATE ASSIGNMENT OF DEED OF TRUST Page 2 of 3

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, accrued 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 Masco
Dawnette Mascoop, Assistant
Secretary

REDACTED

CORPORATE ASSIGNMENT OF DEED OF TRUST Page 3 of 3

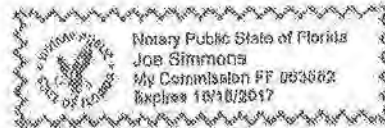
STATE OF Florida
COUNTY OF Palm Beach

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

Owen
P.O. BOX 9059
TEMECULA, CA 92593-9059

REDACTED

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

Send Payments to:
Owen
P.O. Box 5440
Carol Stream, IL 60197-5440

REDACTED

Send Correspondence to:
Owen
P.O. Box 24738
West Palm Beach, FL 33418-4738

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

REDACTED

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
TOTAL DUE:	\$170,497.32

NALIS # 1852

140YPPC

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!

1651 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 where you can review your account, enter your financial information and provide a description of your current situation at your convenience.

NMLS # 1852

1852PPC

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

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

1807773

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.

Page 3 of 8

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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>

NMLS # 1852

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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 arrears, bankruptcy or has been discharged through bankruptcy, this communication is purely provided in your file informational purposes only with regard to our secured loan on the above referenced property. It is not intended as an attempt to collect a debt from you personally.

Page 4 of 8

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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

14DY/PT

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. **RECEIVED**

Page 5 of 8



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 Toll Free: (800) 745-2936

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	Sale Price
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
Homeowner's HOPE Hotline Number	1-888-995-4673	www.hopenow.com
Making Home Affordable Program		www.makinghomeaffordable.gov
Fannie Mae Assistance Program Number		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.

NMLS # 3852

140796

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 no longer 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.



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. §§ 501-507b) (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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(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 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: 866-232-9089
Toll Free: 866-232-9089
Fax: 956-921-5129
Email: ccounselinginfo@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: 732-409-5281
Toll Free: 888-472-4557
Fax: 702-947-7769
Email: 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
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: 702-364-5835
Email: cccs@cccsnevada.org
Address: 1641 E. Sunset Suite B110
LAS VEGAS, Nevada 89119-4040
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@cplc.org
Address: 3686 Pecos-Mead
LAS VEGAS, Nevada 89121-3805
Website: www.cplc.org

Agency Name: HOME TODAY FKA HOUSING FOR NEVADA
Phone: 702-270-0300
Toll Free:
Fax: 702-270-2135
Email: info@hometodayteam.org
Address: 265 E. Warm Springs Rd, Suite 107
LAS VEGAS, Nevada 89119-4239
Website: <http://www.hometodayteam.org>

Agency Name: NACA (NEIGHBORHOOD ASSISTANCE CORPORATION OF AMERICA) LAS VEGAS, NV
Phone: 702-352-6199
Toll Free: 817-250-6222
Fax: 877-329-6222
Email: N/A
Address: 3030 S. Jones Blvd Ste 103
Las Vegas, Nevada 89146-6703
Website: <https://www.naca.com>

Agency Name: NEVADA LEGAL SERVICES, INC.
Phone: 702-395-0404
Toll Free: 877-693-2163
Fax: 702-386-1641
Email: ajohnson@nlsnw.net
Address: 530 S 6th St
Las Vegas, Nevada 89101-6918
Website: <http://www.nlsnw.net>

Agency Name: REBUILDING ALL GOALS EFFICIENTLY
Phone: 702-333-1038
Toll Free: 702-333-1038
Fax:
Email: eden@chicocslv.com
Address: 2901 E Camino Ave
Las Vegas, Nevada 89102-0037
Website: N/A

Agency Name: SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY (SNRHA)
Phone: 702-922-6900
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
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: 702-796-3607
Email: tprieto@wdclv.org
Address: 4620 Pecos McLeod
LAS VEGAS, Nevada 89121-4350
Website: <http://www.wdclv.org>

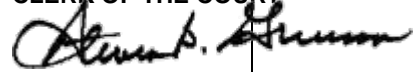
Agency Name: COMMUNITY SERVICES OF NEVADA (CSNV)
Phone: 702-307-1710
Toll Free:
Fax: 702-307-1712
Email: goldfacts@csnv.org
Address: 730 W Cheyenne Ave Ste 10
N Las Vegas, Nevada 89090-7849
Website: <http://www.csnv.org>

Agency Name: NEIGHBORHOOD HOUSING SERVICES OF SOUTHERN NEVADA
Phone: 702-849-0956
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>

<http://www.hud.gov/offices/nsga/mhcc/hca.cfm?webListAction=search&searchstate=NV>

V/1005



Monica C. Jones
149 Cologne Ct.
Henderson, NV 89074
In Pro Per
702-217-5626
kobesmomma@gmail.com

EIGHTH JUDICIAL DISTRICT OF THE STATE OF NEVADA
COUNTY OF CLARK

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE) Case No.: A-17-755267-C
FOR TBW MORTGAGE-BACKED PASS-THROUGH) Department 18
CERTIFICATES, SERIES 2006-3) **Response to Motion for Summary Judgment**
Plaintiff,)
vs.)

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

Response to Motion for Summary Judgment

COME NOW Defendant Monica C. Jones (herein "Jones"), In Pro Se, and files her Response
To Motion for Summary Judgment)

Factual Background

On or about April 2004 Defendant executed the purchase of the home located at 149
Cologne Court Henderson, NV 89074.
On or about April of 2006 Defendant executed a refinance of her existing mortgage
described above. Defendant secured the loan again with Taylor, Bean & Whitaker Mort.

1 From April 2006 until approximately February of 2009 Defendant made all of her
2 mortgage payments on time.

3 Approximately April 2009 Defendant logs into her mortgage account at the online
4 portal and she is unable to log into her account. When she discovers this she
5 immediately places a phone call to the Mortgage company and was told by the
6 mortgage company that they would not take her mortgage payment she was trying
7 to pay them The reason they gave her was that they were demanding that she
8 pay them two (2) mortgage payments at that time at a minimum. This demand was
9 in contradiction to the terms of the mortgage agreement governing those payment
10 requirements. At the time Defendant's mortgage was approximately one month late
11 to be paid.

12 Approximately June 2009 Defendant placed her home up for sale. At the time
13 Defendant had accumulated approximately \$30,000.00 in equity. Due to the
14 housing market and the devalued properties in the area Defendant attempted to
15 execute a short sale approximately August 9, 2009.

16 Unknown to the Defendant on August 5, 2009 the mortgage holder Taylor, Bean and
17 Whitaker was raided by Law Enforcement Agencies and was shut down from doing
18 business from that moment on. Defendant was unable to present any sale offers
19 due to no entity existing to accept the offer and execute the sale.

20 Approximately August 24, 2009 Taylor, Bean and Whitaker filed for Bankruptcy
21 protection and the CEO of Taylor, Bean and Whitaker, Lee Farkas was arrested
22 for a number of federal financial crimes that has resulted in a thirty-five
23 (35) years in Federal Prison. It would be revealed that the financial
24 transactions and loan information was in fact fraudulent and failed to track.

25 In the meantime Defendant was trying to track down someone who could authorize a
26 short sale.

27 Defendant was still receiving statements from Taylor, Bean and Whitaker until
28 November 2009. Defendant was still unable to make any payments or get authorization
for a short sale.

1 Approximately November 2009 Defendant was given the phone number for a person
2 who worked for Taylor, Bean and Whitaker and she immediately contacted her and
3 she was told that her loan was now in the control of American Home Mortgage
4 Servicing Inc. She was told that she would be contacted in approximately 60
5 days about her loan and she would be able to execute the sale of the home.
6 Defendant was never notified by that company. Approximately January of 2010 a
7 notice of sale was filed on Defendant's home and in response Defendant filed a
8 law suit to stop the sale.

9 Between August 2009 and July 2012 Defendant was not able to interact with any
10 company that would allow her to successfully complete any type of transaction
11 for her home. This would include any mortgage payments, sales or refinancing.
12 Defendant had to spend enormous amounts of money both in legal fees and time
13 away from work in trying to resolve anything to do with her home.

14 In 2009 Plaintiff filed an action in US District Court for the Middle
15 of Florida against Taylor, Bean and Whitaker. Case No.: 5:09-cv-357-Oc-23GRJ,
16 Plaintiff stated that is terminated its agreements with Taylor, Bean and
17 Whitaker. Plaintiff told that court that TBW "failed to provide access to
18 documents, data and records pertaining to the mortgage loans" (Emphasis added).
19 Plaintiff further informed the court that any successor servicer
20 "cannot collect payment due on the 1,936 mortgage loans, act on delinquent
21 payments, or remit tax and insurance payments out of the servicing
22 accounts." (Emphasis added).

23 During this entire time Plaintiff never directly contacted Defendant once and
24 Defendant had no knowledge of Plaintiff's servicing contract with TBW

25 In June of 2016 Plaintiff alleges that Defendant was sent a demand letter from
26 Plaintiff. Defendant never received any demand letter at any time from Plaintiff.
27
28

1 In May 2017 Plaintiff filed this action.

2 In December 2017 Defendant filed a Motion for a More Definitive Statement

3 Argument

4 Plaintiff now seeks Summary Judgment. Plaintiff's reasoning is that "no
5 material issue of fact" exists in this case. For the foregoing reasons,
6 Defendant states that there are material issues of fact that exist and
7 and in support state the following:

8 Plaintiff's Motion for Summary Judgment at best is premature. Since the
9 Defendant has not filed a response to original complaint the court does
10 does not yet know what if any material issues of fact yet exist. It is
11 fundamental that there must be at least some type of showing by all
12 to an action in order for a court to make a proper determination of any
13 issue, let alone one for Summary Judgment. It is clear in the instant
14 case that Defendant is engaged and intends to defend against the claims
15 raised by Plaintiff. Defendant has already raised threshold issues in
16 this case within her Motion for a More Definitive Statement. Defendant
17 stated: "Defendant has never had any sort of business relationship with
18 Plaintiff."

19 This statement alone would indicate a material issue of fact that should
20 be considered at trial.

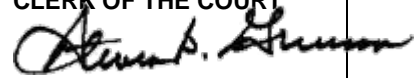
21 More importantly, as stated previously, Defendant has not yet answered
22 the complaint so the court is not yet aware of what issues or counter
23 claims the Defendant may make in order to consider the Summary Judgment
24 Motion on its merits. Plaintiff's claims, particularly in a Summary
25 Judgment pleading has a high burden to meet and only after all parties
26 have had the opportunity to plead their case. Thus allowing the court
27 to then consider the claims made by all parties to determine if Summary
28 Judgment is warranted.

1 In a motion for summary judgment in a Nevada Court it is well established that
2 a court must allow the non-moving party the opportunity to respond to the
3 original complaint as well as effectuate the necessary discovery to support the
4 any response. On a motion for summary judgment, the burden of establishing
5 the nonexistence of any genuine issue of fact is upon the moving party, all
6 doubts are resolved against him, and his supporting documents, if any, are
7 carefully scrutinized by the Court. See *Ottenheimer v. Real Estate Div. of the*
8 *Nevada Dept. of Commerce*, 91 Nev. 338, 535 P.2d 1284 (1975); *Daugherty v.*
9 *Wabash Life Ins. Co.*, 87 Nev. 32, 38 (1971). Further, summary judgment may be
10 granted only if the pleadings, admissions, depositions, answers to
11 interrogatories and affidavits establish that no genuine issue exists as to
12 any material fact and the moving party is entitled to judgment as a matter of
13 law. *Montgomery v. Ponderosa Constr., Inc.*, 101 Nev. 416, 705 P.2d 652 (1985).
14 The party opposing summary judgment is entitled to have the evidence and all
15 inferences therefrom accepted as true. *Jones v. First Mortgage Co. of Nevada*,
16 112 Nev. 531, 915 P.2d 883 (1996); *Johnson v. Steel*, 100 Nev. 181, 182-183
17 (1984).
18 Nevada Rule of Civil Procedure 56(f) allows the Court to refuse summary
19 judgment, continue a hearing or "make such other order as is just" when a
20 party opposing summary judgment demonstrates that it cannot "for reasons
21 stated present by affidavit facts essential to justify the party's
22 opposition." Nev. R. Civ. P. 56(f); see also *Texas Partners v. Conrock Co.*,
23 685 F.2d 1116, 1119 (9th Cir. 1982) (reversing summary judgment where
24 plaintiffs were not afforded opportunity to proceed with discovery). Rule
25 56(f) provides a device for litigants to avoid summary judgment when they have
26 not yet had sufficient time to develop affirmative evidence. *Burlington*
27 *Northern Santa Fe Ry. Co. v. The Assiniboine*, 323 F.3d 767, 773 (9th Cir.
28 2003); *Aviation Ventures, Inc. v. Joan Morris, Inc.*, 110 P.3d 59, 62-63, 121
Nev. 113 (Nev. 2005) (finding court abused its discretion by not permitting
the non-movant to engage in discovery pursuant to Rule 56(f) to allow it an
opportunity to marshal facts to oppose a motion for summary judgment).

1 In the instant case Plaintiff wants this court disregard establish procedure,
2 not consider any response or claims by defendant as the non-moving party, and,
3 grant Plaintiff the massive relief it seeks. Based solely on the pleadings
4 of the Plaintiff and nothing from the Defendant. It want the court to accept
5 its statements and exhibits as fact as the "moving party" and use a review
6 standard that is in contravention to established precedent and the governing
7 procedures. Add to that the Defendant is a Pro Se litigant and as such is
8 entitled to have all pleadings "liberally construed".
9 Haines v. Kerner, 404 U.S. 520 (1971)and its progeny (Plaintiff-inmate filed pro
10 se complaint against prison seeking compensation for damages sustained while
11 placed in solitary confinement. In finding plaintiff's complaint legally
12 sufficient, Supreme Court found that pro se pleadings should be held to
13 "less stringent standards" than those drafted by attorneys.)
14 Defendant's motion for a more definitive statement in itself establishes issues
15 that if presented with proper evidence via discovery for example, that defeat
16 any summary judgment application.
17 In summary, Plaintiff's Motion should be denied and Defendant should have the
18 opportunity to effectuate discovery and to file a proper response to the
19 complaint for a proper determination. Plaintiff has the option of asking the
20 court for Summary Judgment at that proper time.
21 Therefore, for the forgoing reasons Defendant requests this court deny
22 Plaintiff's Motion for Summary Judgment.

23 /s/ *Monica C. Jones*
24 Monica C. Jones, In Pro Se

25 702.217.5626
26 kobesmomma@gmail.com
27
28



Kristin A. Schuler-Hintz, Esq., SBN 7171
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Las Vegas, NV 89117
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Fax (866) 339-5691
Email NVJud@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 OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF CLARK

U.S. BANK NATIONAL ASSOCIATION, AS) Case No. A-17-755267-C
TRUSTEE FOR TBW MORTGAGE-)
BACKED PASS-THROUGH) Dept. No. 18
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.)

**REPLY IN SUPPORT OF MOTION FOR
SUMMARY JUDGMENT**

Hearing Date: January 15, 2019

Hearing Time: 9:00 a.m.

COMES NOW Plaintiff, U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR
TBW MORTGAGE-BACKED PASS-THROUGH CERTIFICATES, SERIES 2006-3, by and
through its attorneys, McCarthy & Holthus, LLP, and hereby files its Reply in Support of Its
Motion for Summary Judgment.

This Reply is made and based on the points and authorities attached hereto, all pleadings
and papers filed herein, and any oral argument this Court may entertain.

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 NVJud@McCarthyHolthus.com

I. UNDISPUTED FACTS

Plaintiff has set forth in the Complaint and by affidavit the material facts that remain undisputed by Defendant Jones after receiving time to prepare and file her written opposition to the motion for summary judgment.

The following material facts are undisputed:

1. On or about April 21, 2006, Defendants, Monica C. Jones, executed a Note secured by a Deed of Trust on the real property commonly known as 149 Cologne Court, Henderson, NV 89074 (“Subject Property”) for a loan currently in favor of Plaintiff.¹

2. The Deed of Trust was recorded on April 28, 2006 in the official records of Clark County as document number 20060428-0002827. A true and correct copy of the Lost Note Affidavit and Deed of Trust are attached as exhibit 1 to the Motion for Summary Judgment.

3. Plaintiff is now, and at all times relevant to this action was the beneficial interest holder under the Deed of Trust.²

4. As the current beneficiary under the Deed of Trust, Plaintiff has made a diligent search of its records and discovered the original note is lost and seeking an order of enforcement of a lost instrument pursuant to NRS 104.3309.³

5. Defendant has defaulted under the terms of the Note and Deed of Trust. The default began with the failure to make the monthly payments commencing on March 1, 2009 and has continued to the present.⁴

6. The Deed of Trust provides, that, if the Trustor defaults in paying any indebtedness secured by the Deed of Trust, or in the performance of term of the subject agreement or Deed of

¹ See Response to Motion for Summary Judgment 1:24-27. “On or about April 2004 Defendant executed the purchase of the home located at 149 Cologne Court Henderson, NV 89074. On or about April of 2006 Defendant executed a refinance of her existing mortgage described above. Defendant secured the loan again with Taylor, Bean & Whitaker Mort.”

² Plaintiff became the beneficiary under the Deed of Trust by way of assignment recorded on March 29, 2017 recorded in Clark County Recorder’s Office as Instrument No. 20170329-0000613. See also Complaint, para 18.

³ See Complaint, para 19-22.

⁴ See Response to Motion for Summary Judgment 2:1-2. “From April 2006 until approximately February of 2009 Defendant made all of her mortgage payments on time.”

Trust, the entire principal and interest with all advances and fees and costs secured by the Deed of Trust, will upon notice to the Borrower, become immediately due and payable.⁵

5. Defendant was sent a Demand letter on June 6th 2016.⁶

6. Plaintiff filed this action on May 10, 2017. Defendant has not raised any material facts which would preclude entry of summary judgment in favor of Plaintiff.⁷

7. Plaintiff respectfully requests judicial notice of the deed of trust, as well as the other exhibits.⁸ All recorded exhibits hereto should be judicially noticed because they are a public record in the Clark County Recorder's office.

II. PLEADING STANDARD

Defendant's Response fails to set forth specific facts demonstrating the existence of a genuine fact. Defendant cannot rely on mere allegations or denials as a basis for opposing summary judgment. Importantly, after failing to file any response to Plaintiff's Motion for Summary Judgment, the Court granted Defendant Jones additional time to file a written opposition to the instant motion. Despite being given additional time to prepare and file a substantive response to the genuine issues, Defendant's Response fails to provide any genuine facts in dispute.

Plaintiff has met its burden and demonstrated the Defendant executed a loan, secured by a deed of trust by the Subject Property. Defendant defaulted under the terms of the mortgage in 2009 (and remains in default). Plaintiff is the current beneficiary under the Deed of Trust with the right to enforce the deed of trust and note.

Defendant has failed to dispute the material facts of the case. Plaintiff is entitled to summary judgment in its favor.

III. LEGAL ARGUMENT

⁵ See Motion for Summary Judgment, Exhibit 1, Deed of Trust, Section 22.

⁶ The demand letter is attached to the Motion for Summary Judgment as Exhibit 2.

⁷ Defendant acknowledges in her Response: "Nevada Rule of Civil Procedure 56(f) allows the Court to refuse summary judgment, continue a hearing or "make such other order as is just" when **a party opposing summary judgment demonstrates** that it cannot "for reasons stated present **by affidavit facts essential to justify the party's opposition.**" (emphasis added)

⁸ NRS 47.130; NRS 47.150; *Jory v. Bennight*, 91 Nev. 763, 766, 542 P.2d 1400, 1403 (1975).

1 Defendant's Response sets forth the following reasons why Motion for Summary
2 Judgment should not be granted:

- 3 1. The Motion for Summary Judgment is premature;⁹
- 4 2. In Nevada, the court must allow the non-moving party the opportunity to respond as
5 well as effectuate the necessary discovery to support any response¹⁰

6 Defendant's arguments fail to demonstrate any material fact that is genuinely in dispute.
7 Defendant's Response fails to satisfy the standard she cites in her own Response. Defendant
8 acknowledges in her Response: "Nevada Rule of Civil Procedure 56(f) allows the Court to refuse
9 summary judgment, continue a hearing or "make such other order as is just" when **a party**
10 **opposing summary judgment demonstrates** that it cannot "for reasons stated present **by**
11 **affidavit facts essential to justify the party's opposition.**"¹¹ Defendant's Response does not set
12 forth a single fact (or disputed fact) by affidavit. Defendant's Response does not include an
13 affidavit.

14 Plaintiff is entitled to summary judgment pursuant to NRCP 56(e):

15 When a motion for summary judgment is made and supported as provided in this
16 rule, **an adverse party may not rest upon the mere allegations or denials of the**
17 **adverse party's pleading, but the adverse party's response, by affidavits or as**
18 **other provided in the rule, must set forth specific facts showing that there is a**
19 **genuine issue for trial. If the adverse party does not so respond, summary**
20 **judgment, if appropriate, shall be entered against the adverse party.** (emphasis
21 added)

22 Even if Defendant's Response included the required affidavit to set forth the arguments set
23 forth in the Response, the arguments are without merit.

24 The instant action was filed in May 2017. Defendant argues the instant Motion for
25 Summary Judgment is premature, but cites no authority in support of her position. NRCP 56(a)

26
27 ⁹ See Plaintiff's Response 4:8.

28 ¹⁰ See Plaintiff's Response 5:1-4.

¹¹ See Plaintiff's Response 5:17-21, (emphasis added).

1 plainly states a party may move for summary judgment after the expiration of 20 days from the
2 commencement of the action.¹²

3 Here, Plaintiff filed the instant Motion for Summary Judgment on November 1, 2018, 540
4 days after the commencement of the action. There is no reasonable basis for the court to conclude
5 the Motion for Summary Judgment is premature.¹³

6 Defendant also argues she has not filed a response to the original complaint and therefore
7 the Court does not yet know if any material issues of fact exist.¹⁴ Again, Defendant does not
8 include any authority in support of her argument. Defendant's argument fails for the following
9 reasons: First, Defendant was ordered by the Court at the parties' April 25, 2018 hearing to file
10 an Answer but failed to do so.

11 Second, Defendant was granted additional time following the December 4, 2018 hearing
12 to file a written opposition to the instant motion to demonstrate to the Court facts essential to
13 justify her opposition. Once again, Defendant has failed demonstrate the existence of a genuine
14 issue of material fact to her case.

15 Defendant attempts to reference her Motion for a More Definitive Statement as a basis for
16 raising a material issue of fact.¹⁵ More specifically, Defendant alleges: "Defendant has never had
17 any sort of business relationship with Plaintiff."¹⁶ It is unclear how this reference or statement
18 supports Defendant's position. First, the Court ruled on Defendants Motion for a More Definitive
19 Statement at the April 25, 2018 hearing. The Court ordered Defendant to file an Answer within
20 30 days, which Defendant failed to do.

22 ¹² NRCP 56(a): **(a) For Claimant.** A party seeking to recover upon a claim, counterclaim, or
23 cross-claim or to obtain a declaratory judgment may, at any time after the expiration of 20 days
24 from the commencement of the action or after service of a motion for summary judgment by the
adverse party, move with or without supporting affidavits for a summary judgment in the party's
favor upon all or any part thereof.

25 ¹³ There are no set of facts within this case in which Defendant Jones can argue the motion is
26 premature. Defendant Jones filed a Motion to Dismiss with Prejudice on September 26, 2017
27 trying to test the sufficiency of Plaintiff's claims. 401 days elapsed from the time she filed her
Motion to Dismiss and the filing of the instant motion.

¹⁴ See Plaintiff Response 4:8-10.

¹⁵ See Plaintiff's Response 4:15-18; 6:13-15.

¹⁶ *Id.*

Second, Defendant admits she executed the mortgage for the Subject Property.¹⁷ Plaintiff is the current beneficiary under the deed of trust by way of the assignment recorded in Clark County Recorder's Office as Instrument No. 20170329-0000613 on March 29, 2017. Defendant's statement she has never had a business relationship with Plaintiff is irrelevant. Pursuant to the Deed of Trust, Section 20, it was expressly contemplated the Note and Deed of Trust (security instrument) could be sold multiple times without prior notice to Borrower.¹⁸ A transfer or sale of the note and security interest is an express term of the parties' contract and there is no provision in the contract that requires Defendant to have a prior business relationship with a subsequent purchaser of the note and security instrument. Defendant's argument fails as a matter of law.

IV. CONCLUSION

Plaintiff's Motion for Summary Judgment is appropriately before this Court. Defendant Jones has failed to demonstrate a genuine issue of material fact is in dispute. Defendant Jones has been given extended opportunities to participate in this action, including an extension to file her written opposition to the instant motion for summary judgment. Defendant Jones' Response does not demonstrate an issue of material fact in dispute and admits she executed the mortgage documents and defaulted on her loan.

Plaintiff respectfully requests the Court to grant its Motion for Summary Judgment.

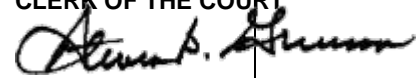
Dated: January 3, 2019

McCarthy & Holthus, LLP

By: /s/ Matthew Dayton
Matthew D. Dayton, Esq., SBN 11552

¹⁷ Response to Motion for Summary Judgment 1:24-27

¹⁸ See Motion for Summary Judgment, Exhibit 1, Deed of Trust, Section 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...**(emphasis added).



Monica C. Jones
149 Cologne Ct.
Henderson, NV 89074
In Pro Per
702-217-5626
kobesmomma@gmail.com

Electronically Filed
Feb 05 2019 09:28 a.m.
Elizabeth A. Brown
Clerk of Supreme Court

EIGHTH JUDICIAL DISTRICT OF THE STATE OF NEVADA
COUNTY OF CLARK

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE) Case No.: A-17-755267-C

FOR TBW MORTGAGE-BACKED PASS-THROUGH)

CERTIFICATES, SERIES 2006-3)

Plaintiff,)

vs.)

MONICA C. JONES, MORTGAGE ELECTRONIC

REGISTRATION SYSTEMS INC., CLARK COUNTY

TREASURER, CENTURIAN CAPITAL CORPORATION,

ADVANCED GROUP INC., DBA RAPID CASH; DOES

I-X; and ROES 1-10 inclusive,

Defendant

Notice of Appeal

NOTICE OF APPEAL

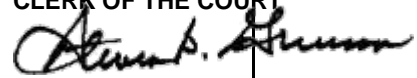
Notice is hereby given that Monica C. Jones, defendant above named, hereby
appeals to the Supreme Court of Nevada from the order granting Summary Judgment for
Plaintiff including monetary and real property forfeitures entered in this action
on January 24, 2019

/s/Monica C. Jones

Monica Jones, In Pro Se

702.217.5626

kobesmomma@gmail.com



1 ASTA

2
3
4
5 **IN THE EIGHTH JUDICIAL DISTRICT COURT OF THE**
6 **STATE OF NEVADA IN AND FOR**
7 **THE COUNTY OF CLARK**
8

9 U.S. BANK NATIONAL ASSOCIATION, AS
10 TRUSTEE FOR TBW MORTGAGE-BACKED
11 PASS-THROUGH CERTIFICATES, SERIES 2006-
12 3,

11 Plaintiff(s),

12 vs.

13
14 MONICA C. JONES; MORTGAGE ELECTRONIC
15 REGISTRATION SYSTEMS, INC.; CENTURIAN
16 CAPITAL CORPORATION; ADVANCED
17 GROUP, INC., DBA RAPID CASH,

16 Defendant(s),

Case No: A-17-755267-C

Dept No: XI

18
19 **CASE APPEAL STATEMENT**
20

21 1. Appellant(s): Monica C. Jones

22 2. Judge: David Barker

23 3. Appellant(s): Monica C. Jones

24 Counsel:

25 Monica C. Jones
26 149 Cologne Ct.
Henderson, NV 89074

27 4. Respondent (s): U.S Bank National Association, as Trustee for TBW Mortgage-Backed Pass-
28 Through Certificates, Series 2006-3

Counsel:

Kristin A. Schuler-Hintz, Esq.
9510 W. Sahara Ave., Ste 200
Las Vegas, NV 89117

5. Appellant(s)'s Attorney Licensed in Nevada: N/A
Permission Granted: N/A

Respondent(s)'s Attorney Licensed in Nevada: Yes
Permission Granted: N/A

6. Has Appellant Ever Been Represented by Appointed Counsel In District Court: No

7. Appellant Represented by Appointed Counsel On Appeal: N/A

8. Appellant Granted Leave to Proceed in Forma Pauperis**: N/A

***Expires 1 year from date filed*

Appellant Filed Application to Proceed in Forma Pauperis: No
Date Application(s) filed: N/A

9. Date Commenced in District Court: May 10, 2017

10. Brief Description of the Nature of the Action: REAL PROPERTY - Title of Property

Type of Judgment or Order Being Appealed: Judgment

11. Previous Appeal: No

Supreme Court Docket Number(s): N/A

12. Child Custody or Visitation: N/A

13. Possibility of Settlement: Unknown

Dated This 31 day of January 2019.

Steven D. Grierson, Clerk of the Court

/s/ Amanda Hampton

Amanda Hampton, Deputy Clerk
200 Lewis Ave
PO Box 551601
Las Vegas, Nevada 89155-1601
(702) 671-0512

cc: Monica C. Jones

CASE SUMMARY**CASE NO. A-17-755267-C**

US Bank National Association, Plaintiff(s)
vs.
Monica Jones, Defendant(s)

§
§
§
§
§

Location: **Department 9**
 Judicial Officer: **Vacant, DC 9**
 Filed on: **05/10/2017**
 Case Number History:
 Cross-Reference Case Number: **A755267**

CASE INFORMATIONCase Type: **Judicial Foreclosure**

Case
Status: **05/10/2017 Open**

DATE**CASE ASSIGNMENT****Current Case Assignment**

Case Number A-17-755267-C
 Court Department 9
 Date Assigned 01/07/2019
 Judicial Officer Vacant, DC 9

PARTY INFORMATION**Plaintiff****US Bank National Association**

Lead Attorneys
Schuler-Hintz, Kristin A.,
ESQ
Retained
 702-685-0329(W)

Defendant

Advance Group Inc
Centurian Capital Corporation
Clark County Treasurer
 Removed: 09/06/2017
 Dismissed
COUNTY OF CLARK
Jones, Monica C

Pro Se**Mortgage Electronic Registration Systems Inc****DATE****EVENTS & ORDERS OF THE COURT****INDEX****EVENTS**

05/10/2017



Complaint

Filed By: Plaintiff US Bank National Association
*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*

05/10/2017



Initial Appearance Fee Disclosure

Filed By: Plaintiff US Bank National Association
Initial Appearance Fee Disclosure

05/16/2017



Summons Electronically Issued - Service Pending
 Party: Plaintiff US Bank National Association

CASE SUMMARY

CASE NO. A-17-755267-C

Summons-Civil

05/16/2017	 Summons Electronically Issued - Service Pending Party: Plaintiff US Bank National Association <i>Summons</i>
05/16/2017	 Summons Electronically Issued - Service Pending Party: Plaintiff US Bank National Association <i>Summons- Civil</i>
05/16/2017	 Summons Electronically Issued - Service Pending Party: Plaintiff US Bank National Association <i>Summons</i>
05/16/2017	 Summons Electronically Issued - Service Pending Party: Plaintiff US Bank National Association <i>Summons - Civil</i>
05/16/2017	 Notice of Lis Pendens Filed by: Plaintiff US Bank National Association <i>Notice of Pendency of Action</i>
06/14/2017	 Affidavit of Service Filed By: Plaintiff US Bank National Association <i>Affidavit of Service - Mortgage Electronic Registration Systems Inc</i>
06/14/2017	 Affidavit of Due Diligence Filed By: Plaintiff US Bank National Association <i>Affidavit of Due Diligence</i>
06/14/2017	 Affidavit of Due Diligence Filed By: Plaintiff US Bank National Association <i>Affidavit of Due Diligence</i>
06/14/2017	 Affidavit of Due Diligence Filed By: Plaintiff US Bank National Association <i>Affidavit of Due Diligence</i>
06/14/2017	 Affidavit of Due Diligence Filed By: Plaintiff US Bank National Association <i>Affidavit of Due Diligence</i>
06/30/2017	 Consent to Service By Electronic Means Filed By: Defendant Clark County Treasurer <i>Consent to Service by Electronic Means</i>
07/14/2017	 Affidavit of Service Filed By: Plaintiff US Bank National Association <i>Affidavit of Service- Advance Group Inc dba Rapid Cash</i>
07/14/2017	 Affidavit of Due Diligence Filed By: Plaintiff US Bank National Association <i>Affidavit of Due Diligence</i>

CASE SUMMARY

CASE NO. A-17-755267-C

07/14/2017	 Affidavit of Service Filed By: Plaintiff US Bank National Association <i>Affidavit of Service - Clark County Treasurer</i>
07/14/2017	 Affidavit of Due Diligence Filed By: Plaintiff US Bank National Association <i>Affidavit of Due Diligence</i>
07/14/2017	 Affidavit of Service Filed By: Plaintiff US Bank National Association <i>Affidavit of Service- Mortgage Electronic Registration Systems Inc</i>
08/11/2017	 Affidavit of Posting Filed By: Plaintiff US Bank National Association <i>Affidavit of Posting</i>
08/11/2017	 Affidavit of Service Filed By: Plaintiff US Bank National Association <i>Affidavit of Service - Centurian Capital Corporation</i>
08/15/2017	 Default Filed By: Plaintiff US Bank National Association <i>Default</i>
08/15/2017	 Default Filed By: Plaintiff US Bank National Association <i>Default</i>
08/15/2017	 Default Filed By: Plaintiff US Bank National Association <i>Default</i>
08/15/2017	 Default Filed By: Plaintiff US Bank National Association <i>Defaults</i>
09/06/2017	 Stipulation and Order Filed by: Defendant Clark County Treasurer <i>Stipulation and Order for Dismissal of Defendant County of Clark</i>
09/08/2017	 Affidavit of Service Filed By: Plaintiff US Bank National Association <i>Affidavit of Service</i>
09/11/2017	 Notice of Entry of Stipulation & Order for Dismissal <i>Notice of Entry of Stipulation and Order for Dismissal of Defendant County of Clark</i>
09/26/2017	 Motion to Dismiss Filed By: Defendant Jones, Monica C <i>Motion To Dismiss With Prejudice</i>
09/27/2017	 Notice of Motion Filed By: Defendant Jones, Monica C

CASE SUMMARY









CASE NO. A-17-755267-C

Notice of Motion

10/13/2017	 Opposition to Motion to Dismiss Filed By: Plaintiff US Bank National Association <i>Opposition To Motion To Dismiss</i>
11/09/2017	 Recorders Transcript of Hearing <i>Recorders Transcript of Proceeding: Defendant Monica Jones' Motion to Dismiss with Prejudice 11/01/17</i>
12/04/2017	 Motion for More Definite Statement <i>Jones Motion for More Definite Statement</i>
12/05/2017	 Findings of Fact, Conclusions of Law and Order Filed By: Plaintiff US Bank National Association <i>Findings of Fact Conclusion of Law and Order</i>
12/20/2017	 Opposition to Motion Filed By: Plaintiff US Bank National Association <i>Opposition to Motion for More Definite Statement</i>
01/04/2018	 Certificate of Mailing <i>Certificate of Mailing</i>
04/02/2018	 Order <i>Order Scheduling Status Check</i>
06/19/2018	 Three Day Notice of Intent to Default <i>Three Day Notice of intent to Default Monica C. Jones</i>
07/02/2018	Case Reassigned to Department 18 <i>Reassigned From Judge Jones - Dept 29</i>
11/01/2018	 Motion for Summary Judgment Filed By: Plaintiff US Bank National Association <i>Plaintiff's Motion for Summary Judgment</i>
11/01/2018	 Affidavit in Support of Attorney Fees Filed By: Plaintiff US Bank National Association <i>Affidavit in support of Attorney's fees and application of Judgment</i>
11/01/2018	 Memorandum of Costs and Disbursements Filed By: Plaintiff US Bank National Association <i>Memorandum of Costs and Disbursements</i>
11/01/2018	 Declaration Filed By: Plaintiff US Bank National Association <i>Plaintiff's Declaration of Amounts Due and Owing</i>
11/01/2018	 Certificate of Mailing Filed By: Plaintiff US Bank National Association <i>Certificate of Mailing</i>
12/07/2018	

CASE SUMMARY



CASE NO. A-17-755267-C

	 Recorders Transcript of Hearing <i>Recorder's Transcript of Hearing Re: Motion for Summary Judgment. Heard on December 4, 2018.</i>
12/16/2018	 Opposition to Motion For Summary Judgment Filed By: Defendant Jones, Monica C <i>Response to Motion for Summary Judgment</i>
01/03/2019	 Reply in Support <i>Reply in Support of Motion for Summary Judgment</i>
01/07/2019	Case Reassigned to Department 9 <i>Judicial Reassignment - From Judge Bailus to Vacant, DC9</i>
01/07/2019	 Miscellaneous Filing Filed by: Defendant Jones, Monica C <i>Surrebuttal to Motion for Summary Judgment</i>
01/24/2019	 Judgment <i>Judgment</i>
01/28/2019	 Notice of Appeal Filed By: Defendant Jones, Monica C <i>Notice of Appeal</i>
01/28/2019	 Notice of Entry of Judgment <i>Notice of Entry of Judgment</i>
01/31/2019	 Case Appeal Statement Filed By: Defendant Jones, Monica C <i>Case Appeal Statement</i>

DISPOSITIONS

09/06/2017	Order of Dismissal (Judicial Officer: Jones, David M) Debtors: US Bank National Association (Plaintiff) Creditors: Clark County Treasurer (Defendant) Judgment: 09/06/2017, Docketed: 09/07/2017
01/24/2019	Judgment Plus Interest (Judicial Officer: Vacant, DC 9) Debtors: Monica C Jones (Defendant) Creditors: US Bank National Association (Plaintiff) Judgment: 01/24/2019, Docketed: 01/24/2019 Total Judgment: 477,490.94





HEARINGS

11/01/2017	 Motion to Dismiss (9:00 AM) (Judicial Officer: Jones, David M) <i>Defendant Monica Jones' Motion to Dismiss with Prejudice</i> Denied; Journal Entry Details: <i>Following arguments by Ms. Jones and Mr. Cantor, COURT ORDERED, Motion DENIED. Court directed Mr. Cantor to prepare the order and submit to Ms. Jones for approval. ;</i>
04/25/2018	 Status Check (9:00 AM) (Judicial Officer: Jones, David M) Matter Heard; Journal Entry Details:

EIGHTH JUDICIAL DISTRICT COURT

CASE SUMMARY

CASE NO. A-17-755267-C

	<p><i>Thomas Beckom, Esq. present on behalf of US Bank National Association. Upon Court's inquiry, Mr. Beckom requested an order requesting an answer be completed so that discovery can be opened up. Upon Court's further inquiry, Mr. Beckom advised he believe Ms. Jones filed a motion for more definitive statement. COURT ORDERED, Ms. Jones has 30 days to file an answer, advising if Ms. Jones does not file, Mr. Beckom can move forward and file a motion for summary judgment. Mr. Beckom to prepare the order.;</i></p>
11/29/2018	<p>CANCELED Minute Order (9:00 AM) (Judicial Officer: Bailus, Mark B) <i>Vacated - per Judge Minute Order - Recusal Judge Bailus</i></p>
12/04/2018	<p> Motion for Summary Judgment (9:00 AM) (Judicial Officer: Bailus, Mark B) <i>Motion for Summary Judgment *CourtCall*</i></p> <p>MINUTES</p> <p> Motion for Summary Judgment (01/15/2019 at 8:30 AM) (Judicial Officer: Thompson, Charles) <i>Plaintiff's Motion for Summary Judgment</i> Briefing Schedule Set; Plaintiff's Motion for Summary Judgment Journal Entry Details: <i>Upon Court's motion, MATTER CONTINUED for responsive pleadings to be filed. Court admonished Defendant regarding the rules and Finds Defendant Jones has 10 days to file opposition and serve opposing counsel. CONTINUED TO: 01/15/19 9:00 a.m.;</i></p> <p>SCHEDULED HEARINGS</p> <p> Motion for Summary Judgment (01/15/2019 at 8:30 AM) (Judicial Officer: Thompson, Charles) <i>Plaintiff's Motion for Summary Judgment</i></p>
01/15/2019	<p> Motion for Summary Judgment (8:30 AM) (Judicial Officer: Thompson, Charles) <i>Plaintiff's Motion for Summary Judgment</i> Granted; Journal Entry Details: <i>Colloquy regarding Plaintiff's name. Ms. Jones argued the entity does not exist. Arguments by counsel in support of their respective positions. COURT ORDERED, Motion for Summary Judgement GRANTED; Mr. Dayton to prepare the order. CLERK'S NOTE: Minutes completed via JAVS. 1/16/19 amt;</i></p>
DATE	FINANCIAL INFORMATION

Defendant Jones, Monica C

Total Charges 247.00

Total Payments and Credits 247.00

Balance Due as of 1/31/2019 0.00

Plaintiff US Bank National Association

Total Charges 504.50

Total Payments and Credits 504.50

Balance Due as of 1/31/2019 0.00

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

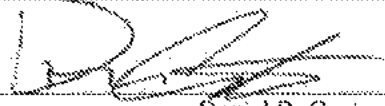
Advance Group Inc., dba Rapid Cash/ c/o National Registered Agents, Inc. of NV, 701 S Carson St Ste 200, Carson City, NV 89701

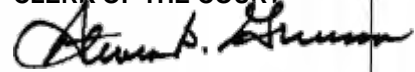
II. Nature of Controversy (please select the one most applicable filing type below)**Civil Case Filing Types**

Real Property	Torts	
Landlord/Tenant <input type="checkbox"/> Unlawful Detainer <input type="checkbox"/> Other Landlord/Tenant Title to Property <input checked="" type="checkbox"/> Judicial Foreclosure <input type="checkbox"/> Other Title Property Other Real Property <input type="checkbox"/> Condemnation/Eminent Domain <input type="checkbox"/> Other Real Property	Negligence <input type="checkbox"/> Auto <input type="checkbox"/> Premises Liability <input type="checkbox"/> Other Negligence Malpractice <input type="checkbox"/> Medical/Dental <input type="checkbox"/> Legal <input type="checkbox"/> Accounting <input type="checkbox"/> Other Malpractice	Other Torts <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	
Probate (select case type and estate value) <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	Construction Defect <input type="checkbox"/> Chapter 40 <input type="checkbox"/> General Contract Case <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	Judicial Review <input type="checkbox"/> Foreclosure Mediation Case <input type="checkbox"/> Petition to Seal Records <input type="checkbox"/> Medical Competency Nevada State Agency Appeal <input type="checkbox"/> Department of Motor Vehicle <input type="checkbox"/> Worker's Compensation <input type="checkbox"/> Other Nevada State Agency Appeal Other <input type="checkbox"/> Appeal from Lower Court <input type="checkbox"/> Other Judicial Review/Appeal
Civil Writ		Other Civil Filing
Civil Writ <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		Other Civil Filing <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.



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

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

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

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

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

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

15 DATED this 17th day of January, 2019.
16 December, 2018.

17
18 
DISTRICT COURT JUDGE

19
20 DAVID B. BARKER
SENIOR DISTRICT COURT JUDGE

21 Respectfully submitted,

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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:

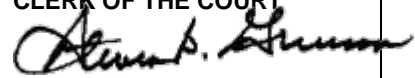
177-13-212-031

Received in office by:

JAN 24 2019

McCarthy & Holthus LLP

S/S



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

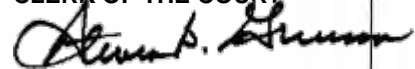
Mortgage Electronic Registration Systems, Inc.
1209 N. Orange St.
Wilmington, DE 19801

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 |
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| e) | Property Inspections | \$582.50 |
| f) | Property Preservation | \$400.00 |
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JAN 16 2019

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.

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(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

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

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

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

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

15 DATED this 17th day of January, 2019.
16 December, 2018.

17
18 
DISTRICT COURT JUDGE

19
20 DAVID B. BARKER
SENIOR DISTRICT COURT JUDGE

21 Respectfully submitted,

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27
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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
CLARK COUNTY, NEVADA**

Judicial Foreclosure

COURT MINUTES

November 01, 2017

A-17-755267-C US Bank National Association, Plaintiff(s)
vs.
Monica Jones, Defendant(s)

November 01, 2017 9:00 AM Motion to Dismiss

HEARD BY: Jones, David M **COURTROOM:** RJC Courtroom 03B

COURT CLERK: Aja Brown

RECORDER: Melissa Murphy-Delgado

REPORTER:

PARTIES

PRESENT: Cantor, Daniel B. Attorney
Jones, Monica C Defendant

JOURNAL ENTRIES

- Following arguments by Ms. Jones and Mr. Cantor, COURT ORDERED, Motion DENIED. Court directed Mr. Cantor to prepare the order and submit to Ms. Jones for approval.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Judicial Foreclosure

COURT MINUTES

April 25, 2018

A-17-755267-C US Bank National Association, Plaintiff(s)
vs.
Monica Jones, Defendant(s)

April 25, 2018 9:00 AM Status Check

HEARD BY: Jones, David M **COURTROOM:** RJC Courtroom 03B

COURT CLERK: Nancy Maldonado

RECORDER: Melissa Murphy-Delgado

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- Thomas Beckom, Esq. present on behalf of US Bank National Association.

Upon Court's inquiry, Mr. Beckom requested an order requesting an answer be completed so that discovery can be opened up. Upon Court's further inquiry, Mr. Beckom advised he believe Ms. Jones filed a motion for more definitive statement. COURT ORDERED, Ms. Jones has 30 days to file an answer, advising if Ms. Jones does not file, Mr. Beckom can move forward and file a motion for summary judgment. Mr. Beckom to prepare the order.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Judicial Foreclosure

COURT MINUTES

December 04, 2018

A-17-755267-C	US Bank National Association, Plaintiff(s) vs. Monica Jones, Defendant(s)
---------------	---

December 04, 2018 9:00 AM

**Motion for Summary
Judgment**

**Plaintiff's Motion for
Summary Judgment**

HEARD BY: Bailus, Mark B

COURTROOM: Phoenix Building 11th Floor
110

COURT CLERK: Alan Castle

RECORDER: Robin Page

REPORTER:

PARTIES

PRESENT:	Jones, Monica C	Defendant
	Schuler-Hintz, Kristin A., ESQ	Attorney
	US Bank National Association	Plaintiff

JOURNAL ENTRIES

- Upon Court's motion, MATTER CONTINUED for responsive pleadings to be filed. Court admonished Defendant regarding the rules and Finds Defendant Jones has 10 days to file opposition and serve opposing counsel.

CONTINUED TO:
01/15/19 9:00 a.m.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Judicial Foreclosure

COURT MINUTES

January 15, 2019

A-17-755267-C US Bank National Association, Plaintiff(s)
vs.
Monica Jones, Defendant(s)

**January 15, 2019 8:30 AM Motion for Summary
Judgment**

HEARD BY: Vacant, DC 9; Thompson, Charles **COURTROOM:** Phoenix Building 11th Floor
110

COURT CLERK:

Alice Jacobson

RECORDER: Robin Page

REPORTER:

PARTIES

PRESENT: Dayton, Matthew D. Attorney

JOURNAL ENTRIES

- Colloquy regarding Plaintiff's name. Ms. Jones argued the entity does not exist. Arguments by counsel in support of their respective positions. COURT ORDERED, Motion for Summary Judgement GRANTED; Mr. Dayton to prepare the order.

CLERK'S NOTE: Minutes completed via JAVS. 1/16/19 amt



EIGHTH JUDICIAL DISTRICT COURT CLERK'S OFFICE
NOTICE OF DEFICIENCY
ON APPEAL TO NEVADA SUPREME COURT

MONICA C. JONES
149 COLOGNE CT.
HENDERSON, NV 89074

DATE: January 31, 2019
CASE: A-17-755267-C

RE CASE: U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR TBW MORTGAGE-
BACKED PASS-THROUGH CERTIFICATES, SERIES 2006-3 vs. MONICA C. JONES;
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.; CENTURIAN CAPITAL
CORPORATION; ADVANCED GROUP, INC., DBA RAPID CASH

NOTICE OF APPEAL FILED: January 28, 2019

YOUR APPEAL HAS BEEN SENT TO THE SUPREME COURT.

PLEASE NOTE: DOCUMENTS **NOT** TRANSMITTED HAVE BEEN MARKED:

- ☒ \$250 – Supreme Court Filing Fee (Make Check Payable to the Supreme Court)**
 - If the \$250 Supreme Court Filing Fee was not submitted along with the original Notice of Appeal, it must be mailed directly to the Supreme Court. The Supreme Court Filing Fee will not be forwarded by this office if submitted after the Notice of Appeal has been filed.
- ☐ \$24 – District Court Filing Fee (Make Check Payable to the District Court)**
- ☒ \$500 – Cost Bond on Appeal (Make Check Payable to the District Court)**
 - NRAP 7: Bond For Costs On Appeal in Civil Cases
- ☐ Case Appeal Statement
 - NRAP 3 (a)(1), Form 2
- ☐ Order
- ☐ Notice of Entry of Order

NEVADA RULES OF APPELLATE PROCEDURE 3 (a) (3) states:

"The district court clerk must file appellant's notice of appeal despite perceived deficiencies in the notice, including the failure to pay the district court or Supreme Court filing fee. The district court clerk shall apprise appellant of the deficiencies in writing, and shall transmit the notice of appeal to the Supreme Court in accordance with subdivision (e) of this Rule with a notation to the clerk of the Supreme Court setting forth the deficiencies. Despite any deficiencies in the notice of appeal, the clerk of the Supreme Court shall docket the appeal in accordance with Rule 12."

Please refer to Rule 3 for an explanation of any possible deficiencies.

***Per District Court Administrative Order 2012-01, in regards to civil litigants, "...all Orders to Appear in Forma Pauperis expire one year from the date of issuance." You must reapply for in Forma Pauperis status.*

Certification of Copy

State of Nevada }
County of Clark } SS:

I, Steven D. Grierson, the Clerk of the Court of the Eighth Judicial District Court, Clark County, State of Nevada, does hereby certify that the foregoing is a true, full and correct copy of the hereinafter stated original document(s):

NOTICE OF APPEAL; CASE APPEAL STATEMENT; DISTRICT COURT
DOCKET ENTRIES; CIVIL COVER SHEET; JUDGMENT; NOTICE OF ENTRY OF JUDGMENT;
DISTRICT COURT MINUTES; NOTICE OF DEFICIENCY

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

Plaintiff(s),

vs.

MONICA C. JONES; MORTGAGE
ELECTRONIC REGISTRATION SYSTEMS,
INC.; CENTURIAN CAPITAL
CORPORATION; ADVANCED GROUP, INC.,
DBA RAPID CASH,

Defendant(s),

Case No: A-17-755267-C

Dept No: XI

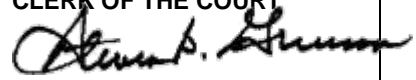
now on file and of record in this office.

IN WITNESS THEREOF, I have hereunto
Set my hand and Affixed the seal of the
Court at my office, Las Vegas, Nevada
This 31 day of January 2019.

Steven D. Grierson, Clerk of the Court



Amanda Hampton, Deputy Clerk



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

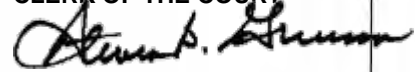
Mortgage Electronic Registration Systems, Inc.
1209 N. Orange St.
Wilmington, DE 19801

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500 S Grand Central Prkwy
Las Vegas, NV 89106

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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
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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

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

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

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

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

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

15 DATED this 17th day of January, 2019.
16 December, 2018.

17
18 
DISTRICT COURT JUDGE

19
20 DAVID B. BARKER
SENIOR DISTRICT COURT JUDGE

21 Respectfully submitted,

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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:

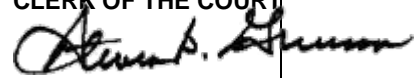
177-13-212-031

Received in office by:

JAN 24 2019

McCarthy & Holthus LLP

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5 DISTRICT COURT
6 CLARK COUNTY, NEVADA

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8 U.S. BANK NATIONAL
9 ASSOCIATION,

10 Plaintiff,

11 vs.

12 MONICA JONES,

13 Defendant.

CASE NO: A-17-755267-C

DEPT. IX

14 BEFORE THE HONORABLE J. CHARLES THOMPSON,
15 SENIOR DISTRICT COURT JUDGE
16 TUESDAY, JANUARY 15, 2019

17 **RECORDER'S TRANSCRIPT OF HEARING RE:**
18 **PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT**

19 APPEARANCES:

20 For the Plaintiff: MATTHEW D. DAYTON, ESQ.

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22 For the Defendant: MONICA C. JONES
23 In Proper Person

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25 RECORDED BY: ROBIN PAGE, COURT RECORDER

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Las Vegas, Nevada; Tuesday, January 15, 2019

[Proceeding commenced at 9:49 a.m.]

THE COURT: U.S. Bank versus Jones.

MR. DAYTON: Good morning, Your Honor, Matt Dayton on behalf of the Plaintiff.

THE COURT: And you're Monica Jones?

MS. JONES: I am.

THE COURT: All right.

MS. JONES: Good morning.

I want to get something clarified for the Court. The Court believes and the docket reads that U.S. Bank National Association is the Plaintiff. But all the documents read U.S. Bank National -- or U.S. Bank NA as Trustee for TBW Mortgage Backed Pass Through Certificates, Series 2006-3 is the Plaintiff. And it even says that that whole, big old name is an entity authorized to do business within the State of Nevada and it's not.

So I have a challenge with answering a complaint by an entity that doesn't exist.

THE COURT: You didn't even answer the -- you haven't even filed an answer to the complaint.

MS. JONES: I filed a motion for a more definitive statement. I've been with this matter since 2010 in court until November of 2016.

THE COURT: Are you still in the home?

MS. JONES: Yes.

1 THE COURT: You've been there -- how long you been there
2 without paying the mortgage?

3 MS. JONES: Well, my lender Taylor, Bean & Whitaker --

4 THE COURT: How long have you been there without paying
5 a mortgage?

6 MS. JONES: -- in 2009 --

7 THE COURT: Okay.

8 MS. JONES: -- is when they --

9 THE COURT: That's ten years you've been living for free.

10 MS. JONES: I've been looking for, where's my note for ten
11 years.

12 THE COURT: Okay.

13 MS. JONES: Who do I give the house back to? And nobody
14 showed up. This is the fourth law firm.

15 THE COURT: This is his motion. He gets to talk first.

16 MS. JONES: Okay.

17 MR. DAYTON: Sure. Thank you, Your Honor.

18 I believe, again, is -- I think this is maybe the first time I'm
19 appearing in front of you, but having had the opportunity to sit and listen,
20 I know you've -- are probably familiar with what's been filed. So I think,
21 succinctly, I'd just like to be able to just highlight some of the things that
22 were raised in our reply and just some contact for the Court as well.

23 The motion for the more definitive statement was filed back in,
24 I believe, in -- if it wasn't early 2018, it was late 2017. And at the
25 hearing, as mentioned in our reply on April 25th, 2018, the Court

1 provided the Defendant an opportunity to have an answer on file within
2 30 days. The minutes are available for you. I apologize for not
3 attaching it to the reply.

4 Since that time, the Court, I think, has cued in on the relevant
5 issue, simply is this is an action for judicial foreclosure. And a
6 foreclosure action it is a -- an order to seal. And the genuine issue is not
7 being in default. As you've just heard from Defendant, as well as in her
8 moot and in her response, and she acknowledges and admits as of
9 2009, she's been in default.

10 In terms of the Plaintiff's standing, Exhibit 1 to our motion for
11 summary judgment includes a copy of the deed of trust, as well as the
12 assignment of the deed of trust to the named entity. And we are here
13 now, I think, well over 450 days since filing the complaint, an
14 opportunity, you know, under the rules to move for summary judgment in
15 this matter is appropriate.

16 And so, again, I believe, all of the issues have been flushed
17 out in the pleadings, but should there be any additional questions or
18 response following Defendant's comments, I'll respond accordingly.

19 THE COURT: Anything further?

20 MS. JONES: Yeah. Well, the -- in the other case there was a
21 -- an attorney that for three years claimed to represent an entity that
22 didn't exist. And nobody ever showed up for U.S. Bank and nobody,
23 like, where's the note been all that time. There was a lis pendens -- I'm
24 trying to give the house back to the proper party, my lender refused my
25 payment.

1 Later, I found out it was immediately after the DOJ announced
2 that they were investigating them. And the chairman of that company is
3 doing 35 years in prison. So I've found out all kinds of information about
4 that -- that there's been no evidence of a note anywhere. We've been
5 looking for it. And that case was from 2010, to November of '16.

6 And then these guys make up some more paperwork
7 afterwards and they're saying -- it's just weird, like, where were you.
8 Ocwen knew about that previous lawsuit. We've got three -- four
9 Defendants, aside from me, in this case. One's the county, one is
10 MERS, and two are --

11 THE COURT: I think that they've been resolved.

12 MS. JONES: Well, it's still good to notice that these two other
13 companies are -- were timed out judgments in -- that were awarded to a
14 girl with my name -- two different girls with my name.

15 So there's three of us in this case. There's an address -- the
16 letter -- the letter that Ocwen sent is sent to an address on Lindell which
17 is, you know, I don't know what that is. We've got two addresses.
18 There's some issues. There's some questions.

19 THE COURT: Okay. I don't see a question.

20 I'll grant the motion for summary judgment.

21 Ask that you prepare findings and submit it to the Court, okay.

22 MS. JONES: To me, also?

23 THE CLERK: Counsel, can I have your bar number, please?

24 MR. DAYTON: 11552.

25 THE COURT: All right.

1 MR. DAYTON: And, Your Honor, just as a matter of
2 clarification in terms of just of findings -- I do have an order here that's
3 consistent with what was requested in our motion for summary
4 judgment --

5 THE COURT: All right.

6 MR. DAYTON: -- in reference to --

7 THE COURT: Well, I -- okay you can present -- give it -- send
8 it to -- leave it in the drop box and we'll take a look at it.

9 MR. DAYTON: Just out here in the hall?

10 THE COURT: Yeah.

11 MR. DAYTON: I will do so, Your Honor.

12 MS. JONES: Will I get a copy of that?

13 MR. DAYTON: Yes.

14 THE COURT: She will -- he will see that you get a copy.

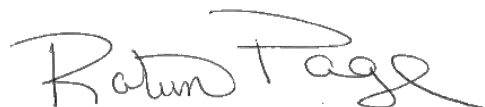
15 MS. JONES: Thank you

16 THE COURT: Absolutely.

17 [Proceeding concluded at 9:55 a.m.]

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21 **ATTEST:** I do hereby certify that I have truly and correctly transcribed the
22 audio/video proceedings in the above-entitled case to the best of my ability.

23 

24 Robin Page
25 Court Recorder/Transcriber