EXHIBIT 3

EXHIBIT 3

EXHIBIT 3-1

EXHIBIT 3-1

20070220-0004389

Fee: $26.00
N/C Fee: $25.00

02/20/2007 14:58:50
T20070030068
Requestor:
FIRST AMERICAN TITLE COMPANY OF NEVAD

Debbie Conway KGP
Clark County Recorder Pgs: 13

Loan Number: 2944627
APN#: 176-11-311-013

13

~~Recording Requested by:~~
Name: Republic Mortgage LLC.
Address: 9580 W. Sahara Ave #200
City/State/Zip: Las Vegas, NV 89117

Mail Tax Statements to:
Name: Matthew M. Bigam
Address: 1050 E. Cactus Ave. #1064
City/State/Zip: Las Vegas , NV 89183

39

Please complete Affirmation Statement below:

☑ I the undersigned hereby affirm that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

-OR-

☐ I the undersigned hereby affirm that this document submitted for recording contains the social security number of a person or persons as required by law: _____
(State specific law)

S Gustin F.O.
Signature (Print name under signature) Sandra Gustin Title

Deed of Trust
(Insert Title of Document Above)

RECORDER'S MEMO
POSSIBLE POOR RECORD DUE TO
QUALITY OF ORIGINAL DOCUMENT

AFTER RECORDING RETURN TO:
REPUBLIC MORTGAGE LLC

9580 W. SAHARA AVENUE #200
LAS VEGAS, NV 89117

GRANTEE:
REPUBLIC MORTGAGE LLC, DBA REPUBLIC MORTGAGE
9580 WEST SAHARA AVENUE #200
LAS VEGAS, NV 89117

MAIL TAX STATEMENTS TO:
MATTHEW M. BIGAM

1050 E. CACTUS AVENUE #1064
LAS VEGAS, NV 89183

DEED OF TRUST

BIGAM
LOAN #: 2944627
MIN: 100125300029446277
PIN: 176-11-311-013

THIS DEED OF TRUST is made this 15TH day of FEBRUARY, 2007, among the Grantor, MATTHEW M. BIGAM AND LEAH ANN BIGAM, HUSBAND AND WIFE,

(herein "Borrower"), FIRST AMERICAN TITLE COMPANY (herein "Trustee"), and the Beneficiary, MERS. "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 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. REPUBLIC MORTGAGE LLC, DBA REPUBLIC MORTGAGE, a corporation organized and existing under the laws of NEVADA, whose address is 9580 WEST SAHARA AVENUE #200, LAS VEGAS, NV 89117 (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of CLARK, State of Nevada:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR LEGAL DESCRIPTION

which has the address of 7883 TAHOE RIDGE COURT, [Street]
LAS VEGAS, Nevada 89139 (herein "Property Address"); [City] [Zip Code]

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), all of which shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are hereinafter referred to as the "Property". Borrower understands and agrees that MERS holds only legal title to the interest granted to 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 interest, 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.

TO SECURE to Lender the repayment of the indebtedness evidenced by Borrower's note dated FEBRUARY 15, 2007 and extensions and renewals thereof (herein "Note"), in the principal sum of U.S. $ 59,900.00 , with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on MARCH 1, 2032 the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained.

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

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

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such a holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes,

assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraph 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments, and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any.

5. Hazard 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 such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

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.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

6. Preservation and Maintenance of Property; Leasehold; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorney's fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender

agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payments thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

10. 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 Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Deed of Trust, but does not execute the Note, (a) is co-signing this Deed of Trust only to grant and convey that Borrower's interest in the Property of Trustee under the terms of this Deed of Trust, (b) is not personally liable on the Note or under this Deed of Trust, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Deed of Trust or the Note, without that Borrower's consent and without releasing that Borrower or modifying this Deed of Trust as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Deed of Trust shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Deed of Trust. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Deed of Trust at the time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender.

Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Deed of Trust. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Deed of Trust.

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 delivered or mailed within which Borrower must pay all sums secured by this Deed of Trust. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Deed of Trust without further notice or demand on Borrower.

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

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust 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 nonexistence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold shall cause such notice to be recorded in each county in which the Property or some part thereof is located. Lender or Trustee shall mail copies of such notice in the manner prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the lapse of such time as may be 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 such order as Trustee may determine. 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 Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold 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 reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of (i) the fifth day

before sale of the Property pursuant to the power of sale contained in this Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust, and in enforcing Lender's and Trustee's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rents; Appointments of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

20. Reconveyance. Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.

21. Substitute Trustee. Lender, at Lender's 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 the Trustee herein and by applicable law.

22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

23. Assumption Fee. Lender may charge an assumption fee of U.S. $ 599.00 .

REFERENCE IS HEREBY MADE TO THE RIDER(S) ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES: [Check box as applicable]

- ☐ Adjustable Rate Rider
- ☐ Balloon Rider
- ☐ 1-4 Family Rider
- ☐ Condominium Rider
- ☒ Planned Unit Development Rider
- ☐ Second Home Rider
- ☐ Bi-Weekly Rider
- ☒ Other(s) [specify] **EXHIBIT "A"**

2944627

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Deed of Trust to give Notice to Lender, at Lender's address set forth on page one of this Deed of Trust, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

2-16-07

- BORROWER - MATTHEW M. BIGAM - DATE -

Leah Ann Bigam 2-16-07

- BORROWER - LEAH ANN BIGAM - DATE -

[Space Below This Line For Acknowledgment]

STATE OF NV
COUNTY OF Clark

This instrument was acknowledged before me on ~~12/16~~ 12 2-16-07 by

Matthew M. Bigam and Leah Ann Bigam

Aubrey Fleischacker
Notary Public

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
AUBREY FLEISCHACKER
Appt. No. 04-91931-1
My Appt. Expires Aug. 27, 2008

Aubrey Fleischacker
Title (and Rank)

My Commission Expires: 8-27-08

EXHIBIT 'A'

File No.: **171-2308425 (SG)**

Property: **7883 Tahoe Ridge Court, Las Vegas, NV 89139**

Lot 13 in Block 1 of Promontory V, as shown by map thereof on file in Book 126 of Plats, Page 34, in the Office of the County Recorder of Clark County, Nevada.

A.P.N. 176-11-311-013

PLANNED UNIT DEVELOPMENT RIDER

BIGAM
LOAN NUMBER: 2944627
MIN: 100125300029446277

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 15TH day of FEBRUARY 2007, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to REPUBLIC MORTGAGE LLC, DBA REPUBLIC MORTGAGE

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 7883 TAHOE RIDGE COURT, LAS VEGAS, NV 89139

[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in
COVENANTS, CONDITIONS AND RESTRICTIONS

(the "Declaration"). The Property is a part of a planned unit development known as
PROMONTORY V

[Name of Planned Unit Development]

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

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

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association;

and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

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

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.

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

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

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

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

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

2-16-07

- BORROWER - MATTHEW M. BIGAM - DATE -

2-16-07

- BORROWER - LEAH ANN BIGAM - DATE -

EXHIBIT 3-2

EXHIBIT 3-2

Inst #: 20141015-0002470
Fees: $18.00
N/C Fee: $0.00
10/15/2014 04:25:00 PM
Receipt #: 2188127
Requestor:
REAL TIME RESOLUTIONS
Recorded By: GWC Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

Assessor's/Tax ID No. 176-11-311-013

Recording Requested By:
REAL TIME RESOLUTIONS, INC.

When Recorded Return To:
Scott Mcghee
REAL TIME RESOLUTIONS, INC.
PO BOX 36655
Dallas, TX 75235

CORPORATE ASSIGNMENT OF DEED OF TRUST

Clark, Nevada
SELLER'S SERVICING #:149255913 "BIGAM"
SELLER'S LENDER ID#: 511

MIN #: 100125300029446277 SIS #: 1-888-679-6377

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

Date of Assignment: October 7th, 2014
Assignor: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR REPUBLIC MORTGAGE LLC, DBA REPUBLIC MORTGAGE at P.O BOX 2026, FLINT, MI 48501
Assignee: REAL TIME RESOLUTIONS, INC. at 1349 EMPIRE CENTRAL DRIVE, SUITE 150, DALLAS, TX 75247-4029

Executed By: MATTHEW M. BIGAM AND LEAH ANN BIGAM, HUSBAND AND WIFE To: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR REPUBLIC MORTGAGE LLC, DBA REPUBLIC MORTGAGE
Date of Deed of Trust: 02/15/2007 Recorded: 02/20/2007 in Book: NA Page: NA as Instrument No.: 20070220-0004389 In the County of Clark, State of Nevada.

Assessor's/Tax ID No. 176-11-311-013

Property Address: 7883 TAHOE RIDGE COURT, LAS VEGAS, NV 89139

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 $59,900.00 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.
*SM*SCRELT*10/07/2014 08:34:55 AM* RELT04RELTA0000000000000000032460* NVCLARK* NVCLARK_TRUST_ASSIGN_ASSN * SM*SCRELT*

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., AS NOMINEE FOR REPUBLIC MORTGAGE LLC, DBA REPUBLIC MORTGAGE
On 10-7-14

By:_____
DANA GOODENOW, VICE PRESIDENT

STATE OF Texas
COUNTY OF Dallas

On 10/7/14, before me, MARC HART, a Notary Public in and for Dallas in the State of Texas, the foregoing instrument was sworn to and subscribed by DANA GOODENOW, VICE PRESIDENT who is personally known to me and who additionally acknowledged said instrument to be the free act and deed of the corporation .

WITNESS my hand and official seal,

_____
MARC HART
Notary Expires: 11/22/2017

MARC HART
MY COMMISSION EXPIRES
November 22, 2017

(This area for notarial seal)

Mail Tax Statements To: MATTHEW BIGAM, 7883 TAHOE RIDGE COURT, LAS VEGAS, NV 89139

*SM*SCRELT*10/07/2014 08:34:55 AM* RELT04RELTA0000000000000000032460* NVCLARK* NVCLARK_TRUST_ASSIGN_ASSN * SM*SCRELT*

EXHIBIT 4

EXHIBIT 4

CERTIFICATE OF CUSTODIAN OF RECORDS

STATE OF NEVADA)
ss:
COUNTY OF CLARK)

I, JULIA THOMPSON, declare as follows:

1. I am employed by Red Rock Financial Services ("RRFS") as supervisor, and in such capacity I am the custodian of the records.

2. On or about the 9th day of March, 2016, I received a Subpoena calling for the production of records pertaining to Anthony S. Noonan IRA, LLC et al. v. Matthew M. Bigam, et al., District Court, Clark County Nevada Case No. A-14-710465-C.

3. I and/or persons acting under my supervision have examined the information and/or records requested, and have made a true representation of the information and/or an exact copy of the records.

4. I hereby certify that the information and/or reproduction of documents attached hereto are true and complete.

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

DATED this 11 day of March, 2016.

Julia Thompson
JULIA THOMPSON

EXHIBIT 5

EXHIBIT 5

EXHIBIT 5-1

EXHIBIT 5-1

Assessor Parcel Number: 176-11-311-013
File Number: R84944

Accommodation

Inst #: 201104260002234
Fees: $14.00
N/C Fee: $0.00
04/26/2011 12:57:56 PM
Receipt #: 753163
Requestor:
NORTH AMERICAN TITLE COMPAN
Recorded By: KXC Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

LIEN FOR DELINQUENT ASSESSMENTS

Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.

NOTICE IS HEREBY GIVEN: Red Rock Financial Services, a division of RMI Management LLC, officially assigned as agent by the Coronado Ranch Landscape Maintenance Corporation, herein also called the Association, in accordance with Nevada Revised Statues 116 and outlined in the Association Covenants, Conditions, and Restrictions, herein also called CC&R's, recorded on 08/25/2000, in Book Number 20000825, as Instrument Number 02301 and including any and all Amendments and Annexations et. seq., of Official Records of Clark County, Nevada, which have been supplied to and agreed upon by said owner.

Said Association imposes a Lien for Delinquent Assessments on the commonly known property:
7883 Tahoe Ridge Ct, Las Vegas, NV 89139
PROMONTORY 5 PLAT BOOK 126 PAGE 34 LOT 13 BLOCK 1, in the County of Clark
Current Owner(s) of Record:
MATTHEW M. BIGAM, LEAH ANN BIGAM
The amount owing as of the date of preparation of this lien is **$730.92.
This amount includes assessments, late fees, interest, fines/violations and collection fees and costs.
** The said amount may increase or decrease as assessments, late fees, interest, fines/violations, collection fees, costs or partial payments are applied to the account.

Dated: April 20, 2011

Prepared By Anna Romero, Red Rock Financial Services, on behalf of Coronado Ranch Landscape Maintenance Corporation

STATE OF NEVADA)
COUNTY OF CLARK)
On April 20, 2011, before me, personally appeared Anna Romero, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

CHARITA PANGELINAN-MOORE
Notary Public State of Nevada
No. 07-4801-1
My appt. exp. Sept. 5, 2011

When Recorded Mail To: Red Rock Financial Services
7251 Amigo Street, Suite 100
Las Vegas, Nevada 89119
702-932-6887

EXHIBIT 5-2

EXHIBIT 5-2

RED ROCK FINANCIAL SERVICES

MAILING AFFIDAVIT

File Number: R 84944

STATE OF NEVADA)
) Ss.
COUNTY OF CLARK)

The declarant, whose signature appears below, and who is an employee of Red Rock Financial Services, states that he/she is now and at all times herein mentioned was, a citizen of the United States and over the age of eighteen (18) years; on the date as set forth below, he/she personally mailed the Notice, of which the annexed is a true copy, upon the addressee attached hereto, by depositing in the United States Mail in the County set forth above, an envelope, certified and first class with postage prepaid thereon, containing a copy of such Notice, addressed to the attached named person(s) at the address herein attached stated.

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

Dated: 5/13/11

Signature Ethen [illegible]

See Attached 2 Pages

THE WALZ CERTIFIED MAILER™

FROM **WALZ™**

U.S. PAT. NO. 5,501,393

Label #1

Matthew M. Bigam
7883 Tahoe Ridge Court
Las Vegas, NV 89139
R84944

Label #2

Matthew M. Bigam
7883 Tahoe Ridge Court
Las Vegas, NV 89139
R84944

Label #3

Matthew M. Bigam
7883 Tahoe Ridge Court
Las Vegas, NV 89139
R84944

TO: Matthew M. Bigam
7883 Tahoe Ridge Court
Las Vegas, NV 89139

TEAR ALONG THIS LINE

SENDER:

REFERENCE: R84944

PS Form 3800, January 2005

RETURN RECEIPT SERVICE		
	Postage	
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

US Postal Service®
Receipt for Certified Mail™
No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE
Mailed on 5/13/11 by
Red Rock Financial Service
See Firm Book

FOLD AND TEAR THIS WAY → OPTIONAL

Label #5

Certified Article Number
7196 9008 9111 0071 6107
SENDERS RECORD

Matthew M. Bigam
7883 Tahoe Ridge Court
Las Vegas, NV 89139
R84944

Charge Amount:

Charge To:

FOLD AND TEAR THIS WAY →

Label #6

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL™

7196 9008 9111 0071 6107

Label #4

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

2. Article Number

7196 9008 9111 0071 6107

3. Service Type **CERTIFIED MAIL™**

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

1. Article Addressed to:

Matthew M. Bigam
7883 Tahoe Ridge Court
Las Vegas, NV 89139
R84944 Coronado Ranch Landscape Maintenance Corporation

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X

☐ Agent
☐ Addressee

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

NTR0832

PS Form 3811, January 2005 Domestic Return Receipt

Thank you for using Return Receipt Service

THE WALZ CERTIFIED MAILER™ FROM **WALZ™**

U.S. PAT. NO. 5,501,393

Label #1
Leah Ann Bigam
7883 Tahoe Ridge Court
Las Vegas, NV 89139
R84944

Label #2
Leah Ann Bigam
7883 Tahoe Ridge Court
Las Vegas, NV 89139
R84944

Label #3
Leah Ann Bigam
7883 Tahoe Ridge Court
Las Vegas, NV 89139
R84944

A FOLD AND TEAR THIS WAY ⟶ OPTIONAL

TEAR ALONG THIS LINE

TO: Leah Ann Bigam
7883 Tahoe Ridge Court
Las Vegas, NV 89139

SENDER:

REFERENCE: R84944

PS Form 3800, January 2005

RETURN RECEIPT SERVICE		
	Postage	
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

US Postal Service®
Receipt for Certified Mail™
No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE
Mailed on 5/13/11 by
Red Rock Financial Service
See Firm Book

B

Label #4
Certified Article Number
7196 9008 9111 0071 6091
SENDERS RECORD

Label #5
Leah Ann Bigam
7883 Tahoe Ridge Court
Las Vegas, NV 89139
R84944

Charge Amount:

Charge To:

FOLD AND TEAR THIS WAY ⟶

Label #6
PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF RETURN ADDRESS. FOLD AT DOTTED LINE
CERTIFIED MAIL™

7196 9008 9111 0071 6091

C

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

2. Article Number
7196 9008 9111 0071 6091

3. Service Type **CERTIFIED MAIL™**

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

1. Article Addressed to:

Leah Ann Bigam
7883 Tahoe Ridge Court
Las Vegas, NV 89139
R84944 Coronado Ranch Landscape Maintenance Corporation

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature
X
☐ Agent
☐ Addressee

D. Is delivery address different from item 1?
If YES, enter delivery address below:
☐ Yes
☐ No

NTR0833

PS Form 3811, January 2005 Domestic Return Receipt

Thank you for using Return Receipt Service

Red Rock Financial Services

May 13, 2011 VIA CERTIFIED AND FIRST CLASS MAIL

Matthew M. Bigam
7883 Tahoe Ridge Court
Las Vegas, NV 89139

Re: 7883 Tahoe Ridge Ct Las Vegas, NV 89139
Coronado Ranch Landscape Maintenance Corporation / R84944

Dear Matthew M. Bigam:

Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.

Red Rock Financial Services initial correspondence to you stated that failure to reinstate the above account would result in the Lien for Delinquent Assessments being prepared and recorded on the above referenced property. Noted in the initial correspondence, additional fees and costs have been added to the account balance. As of the date of this letter, the account balance is $881.87.

Enclosed, please find a copy of the Lien for Delinquent Assessments. The amount noted on this letter and the Lien for Delinquent Assessments may differ. The "Amount Due" on the Lien for Delinquent Assessments is accurate as of the date of preparation. These variations may be due to additional assessments, late fees, interest, fines and collection fees and costs being assessed to the account. Please contact Red Rock Financial Services to obtain an "up to date" account balance or to discuss alternative payment arrangements. All Payments must be in the form of a cashier's check or money order. Please ensure the account number is listed on any payments remitted to our office. If we receive partial payments, they will be credited to your account, however, we will continue with the collection process on the balance owed as described above.

As of the date of this letter, the "30 Day Period" is still in effect. In the case that Red Rock Financial Services does not receive in written form a dispute of the debt, Red Rock Financial Services will assume the debt is valid. All disputes of the validity of the debt must be submitted in written form to Red Rock Financial Services. When the dispute is received, Red Rock Financial Services will provide verification of the debt and a copy of such verification will be mailed to you. Upon receipt of a written dispute, collection efforts on the part of Red Rock Financial Services will cease. A written response will be provided detailing the result of our findings regarding said dispute.

Allowed by Nevada Revised Statutes, Red Rock Financial Services may record a Notice of Default and Election to Sell no sooner then the 31st day from the mailing of the Lien for Delinquent Assessments. As a courtesy to you, an Intent to Notice of Default courtesy letter will be sent to you via first class mail at an additional charge.

Additional information regarding this account can be obtained at www.rrfs.com. Please contact the office of Red Rock Financial Services at 702-932-6887 with any questions.

Regards,

Red Rock Financial Services
enclosure(s)

Red Rock Financial Services

May 13, 2011

VIA CERTIFIED AND FIRST CLASS MAIL

Leah Ann Bigam
7883 Tahoe Ridge Court
Las Vegas, NV 89139

Re: 7883 Tahoe Ridge Ct Las Vegas, NV 89139
Coronado Ranch Landscape Maintenance Corporation / R84944

Dear Leah Ann Bigam:

Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.

Red Rock Financial Services initial correspondence to you stated that failure to reinstate the above account would result in the Lien for Delinquent Assessments being prepared and recorded on the above referenced property. Noted in the initial correspondence, additional fees and costs have been added to the account balance. As of the date of this letter, the account balance is $881.87.

Enclosed, please find a copy of the Lien for Delinquent Assessments. The amount noted on this letter and the Lien for Delinquent Assessments may differ. The "Amount Due" on the Lien for Delinquent Assessments is accurate as of the date of preparation. These variations may be due to additional assessments, late fees, interest, fines and collection fees and costs being assessed to the account. Please contact Red Rock Financial Services to obtain an "up to date" account balance or to discuss alternative payment arrangements. All Payments must be in the form of a cashier's check or money order. Please ensure the account number is listed on any payments remitted to our office. If we receive partial payments, they will be credited to your account, however, we will continue with the collection process on the balance owed as described above.

As of the date of this letter, the "30 Day Period" is still in effect. In the case that Red Rock Financial Services does not receive in written form a dispute of the debt, Red Rock Financial Services will assume the debt is valid. All disputes of the validity of the debt must be submitted in written form to Red Rock Financial Services. When the dispute is received, Red Rock Financial Services will provide verification of the debt and a copy of such verification will be mailed to you. Upon receipt of a written dispute, collection efforts on the part of Red Rock Financial Services will cease. A written response will be provided detailing the result of our findings regarding said dispute.

Allowed by Nevada Revised Statutes, Red Rock Financial Services may record a Notice of Default and Election to Sell no sooner then the 31st day from the mailing of the Lien for Delinquent Assessments. As a courtesy to you, an Intent to Notice of Default courtesy letter will be sent to you via first class mail at an additional charge.

Additional information regarding this account can be obtained at www.rrfs.com. Please contact the office of Red Rock Financial Services at 702-932-6887 with any questions.

Regards,

Red Rock Financial Services
enclosure(s)

Assessor Parcel Number: 176-11-311-013
File Number: R84944

Accommodation

Inst #: 201104260002234
Fees: $14.00
N/C Fee: $0.00
04/26/2011 12:57:56 PM
Receipt #: 753163
Requestor:
NORTH AMERICAN TITLE COMPAN
Recorded By: KXC Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

LIEN FOR DELINQUENT ASSESSMENTS

Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.

NOTICE IS HEREBY GIVEN: Red Rock Financial Services, a division of RMI Management LLC, officially assigned as agent by the Coronado Ranch Landscape Maintenance Corporation, herein also called the Association, in accordance with Nevada Revised Statues 116 and outlined in the Association Covenants, Conditions, and Restrictions, herein also called CC&R's, recorded on 08/25/2000, in Book Number 20000825, as Instrument Number 02301 and including any and all Amendments and Annexations et. seq., of Official Records of Clark County, Nevada, which have been supplied to and agreed upon by said owner.

Said Association imposes a Lien for Delinquent Assessments on the commonly known property:
7883 Tahoe Ridge Ct, Las Vegas, NV 89139
PROMONTORY 5 PLAT BOOK 126 PAGE 34 LOT 13 BLOCK 1, in the County of Clark
Current Owner(s) of Record:
MATTHEW M. BIGAM, LEAH ANN BIGAM
The amount owing as of the date of preparation of this lien is **$730.92.
This amount includes assessments, late fees, interest, fines/violations and collection fees and costs.
** The said amount may increase or decrease as assessments, late fees, interest, fines/violations, collection fees, costs or partial payments are applied to the account.

Dated: April 20, 2011

Prepared By Anna Romero, Red Rock Financial Services, on behalf of Coronado Ranch Landscape Maintenance Corporation

STATE OF NEVADA)
COUNTY OF CLARK)
On April 20, 2011, before me, personally appeared Anna Romero, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

CHARITA PANGELINAN-MOORE
Notary Public State of Nevada
No. 07-4801-1
My appt. exp. Sept. 5, 2011

When Recorded Mail To: Red Rock Financial Services
7251 Amigo Street, Suite 100
Las Vegas, Nevada 89119
702-932-6887

EXHIBIT 6

EXHIBIT 6

EXHIBIT 6-1

EXHIBIT 6-1

Inst #: 201106210002390
Fees: $14.00
N/C Fee: $0.00
06/21/2011 12:54:09 PM
Receipt #: 819146
Requestor:
FIRST AMERICAN NATIONAL DEF
Recorded By: CYV Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

Assessor Parcel Number: 176-11-311-013
File Number: R84944
Property Address: 7883 Tahoe Ridge Ct
Las Vegas, NV 89139
Title Order Number: 561526-AJ

First American Title

NOTICE OF DEFAULT AND ELECTION TO SELL PURSUANT TO THE LIEN FOR DELINQUENT ASSESSMENTS

◆ IMPORTANT NOTICE ◆

Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.

WARNING! IF YOU FAIL TO PAY THE AMOUNT SPECIFIED IN THIS NOTICE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE!

NOTICE IS HEREBY GIVEN: Red Rock Financial Services officially assigned as agent by the Coronado Ranch Landscape Maintenance Corporation, under the Lien for Delinquent Assessments, recorded on 04/26/2011, in Book Number 20110426, as Instrument Number 0002234, reflecting MATTHEW M. BIGAM, LEAH ANN BIGAM as the owner(s) of record on said lien, land legally described as PROMONTORY 5 PLAT BOOK 126 PAGE 34 LOT 13 BLOCK 1, of the Official Records in the Office of the Recorder of Clark County, Nevada, makes known the obligation under the Covenants, Conditions and Restrictions recorded 08/25/2000, in Book Number 20000825, as Instrument Number 02301, has been breached. As of 01/01/2011 forward, all assessments, whether monthly or otherwise, late fees, interest, Association charges, legal fees and collection fees and costs, less any credits, have gone unpaid.

Above stated, the Association has equipped Red Rock Financial Services with verification of the obligation according to the Covenants, Conditions and Restriction in addition to documents proving the debt, therefore declaring any and all amounts secured as well as due and payable, electing the property to be sold to satisfy the obligation. In accordance with Nevada Revised Statutes 116, no sale date may be set until the ninety-first (91) day after the recorded date or the mailing date of the Notice of Default and Election to Sell. As of June 17, 2011, the amount owed is $ 1,775.62. This amount will continue to increase until paid in full.

Eungel Watson Dated: June 17, 2011

Prepared By Eungel Watson, Red Rock Financial Services, on behalf of Coronado Ranch Landscape Maintenance Corporation

STATE OF NEVADA)
COUNTY OF CLARK)

On June 17, 2011, before me, personally appeared Eungel Watson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Charita P Moore

CHARITA PANGELINAN-MOORE
Notary Public State of Nevada
No. 07-4801-1
My appt. exp. Sept. 5, 2011

When Recorded Mail To: Red Rock Financial Services
7251 Amigo Street, Suite 100
Las Vegas, Nevada 89119
702-932-6887

EXHIBIT 6-2

EXHIBIT 6-2

RED ROCK FINANCIAL SERVICES

MAILING AFFIDAVIT

File Number: R 84944

STATE OF NEVADA)
) Ss.
COUNTY OF CLARK)

The declarant, whose signature appears below, and who is an employee of Red Rock Financial Services, states that he/she is now and at all times herein mentioned was, a citizen of the United States and over the age of eighteen (18) years; on the date as set forth below, he/she personally mailed the Notice, of which the annexed is a true copy, upon the addressee attached hereto, by depositing in the United States Mail in the County set forth above, an envelope, certified and first class with postage prepaid thereon, containing a copy of such Notice, addressed to the attached named person(s) at the address herein attached stated.

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

Dated: 6/27/11

Signature [illegible]

See Attached 8 Pages

THE WALZ CERTIFIED MAILER™ FROM **WALZ™**

U.S. PAT. NO. 5,501,393

7196 9008 9111 1206 0502

TO: Matthew M. Bigam
7883 Tahoe Ridge Court
Las Vegas, NV 89139

Label #1
Matthew M. Bigam
7883 Tahoe Ridge Court
Las Vegas, NV 89139
R84944

SENDER:

REFERENCE: R84944

TEAR ALONG THIS LINE

Label #2
Matthew M. Bigam
7883 Tahoe Ridge Court
Las Vegas, NV 89139
R84944

PS Form 3800, January 2005

RETURN RECEIPT SERVICE		
	Postage	
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

Label #3
Matthew M. Bigam
7883 Tahoe Ridge Court
Las Vegas, NV 89139
R84944

US Postal Service®
Receipt for Certified Mail™
No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE
Mailed on 6/27/11 by
Red Rock Financial Services
See Firm Book

A FOLD AND TEAR THIS WAY → OPTIONAL

B

Label #5

Certified Article Number
7196 9008 9111 1206 0502
SENDERS RECORD

Matthew M. Bigam
7883 Tahoe Ridge Court
Las Vegas, NV 89139
R84944

Charge Amount:

Charge To:

Label #4

FOLD AND TEAR THIS WAY →

Label #6

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL™

7196 9008 9111 1206 0502

C

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

2. Article Number

7196 9008 9111 1206 0502

3. Service Type **CERTIFIED MAIL™**

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

1. Article Addressed to:

Matthew M. Bigam
7883 Tahoe Ridge Court
Las Vegas, NV 89139
R84944 Coronado Ranch Landscape Maintenance Corporation

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature
X
☐ Agent
☐ Addressee

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

NTR0791

PS Form 3811, January 2005 Domestic Return Receipt

Thank you for using Return Receipt Service

THE WALZ CERTIFIED MAILER™ FROM **WALZ™**

U.S. PAT. NO. 5,501,393

7196 9008 9111 1206 0496

TO: Leah Ann Bigam
7883 Tahoe Ridge Court
Las Vegas, NV 89139

Label #1
Leah Ann Bigam
7883 Tahoe Ridge Court
Las Vegas, NV 89139
R84944

Label #2
Leah Ann Bigam
7883 Tahoe Ridge Court
Las Vegas, NV 89139
R84944

Label #3
Leah Ann Bigam
7883 Tahoe Ridge Court
Las Vegas, NV 89139
R84944

TEAR ALONG THIS LINE

SENDER:

REFERENCE: R84944

PS Form 3800, January 2005

RETURN RECEIPT SERVICE		
	Postage	
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

US Postal Service®
Receipt for Certified Mail™
No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE
Mailed on 6/27/11 by
Red Rock Financial Services
See Firm Book

A FOLD AND TEAR THIS WAY → OPTIONAL

B

Label #4
Certified Article Number
7196 9008 9111 1206 0496
SENDERS RECORD

Label #5
Leah Ann Bigam
7883 Tahoe Ridge Court
Las Vegas, NV 89139
R84944

Charge Amount:

Charge To:

FOLD AND TEAR THIS WAY →

Label #6
PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF RETURN ADDRESS. FOLD AT DOTTED LINE
CERTIFIED MAIL™

7196 9008 9111 1206 0496

C

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

2. Article Number
7196 9008 9111 1206 0496

3. Service Type **CERTIFIED MAIL™**

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

1. Article Addressed to:

Leah Ann Bigam
7883 Tahoe Ridge Court
Las Vegas, NV 89139
R84944 Coronado Ranch Landscape Maintenance Corporation

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature
X
☐ Agent
☐ Addressee

D. Is delivery address different from item 1?
If YES, enter delivery address below:
☐ Yes
☐ No

NTR0792

PS Form 3811, January 2005 Domestic Return Receipt

Thank you for using Return Receipt Service

THE WALZ CERTIFIED MAILER™ FROM **WALZ™** U.S. PAT. NO. 5,501,393

7196 9008 9111 1206 0489

TO: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE
P.O. BOX 2026
FLINT, MI 48501-2026

Label #1
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE
P.O. BOX 2026
FLINT, MI 48501-2026
R84944

Label #2
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE
P.O. BOX 2026
FLINT, MI 48501-2026
R84944

Label #3
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE
P.O. BOX 2026
FLINT, MI 48501-2026
R84944

TEAR ALONG THIS LINE

SENDER:

REFERENCE: R84944

PS Form 3800, January 2005

RETURN RECEIPT SERVICE		
	Postage	
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

US Postal Service®
Receipt for Certified Mail™
No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE
Mailed on 6/27/11 by
Red Rock Financial Services
See Firm Book

A FOLD AND TEAR THIS WAY → OPTIONAL

B

Label #4
Certified Article Number
7196 9008 9111 1206 0489
SENDERS RECORD

Label #5
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE
P.O. BOX 2026
FLINT, MI 48501-2026
R84944

Charge Amount:

Charge To:

FOLD AND TEAR THIS WAY →

Label #6
PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF RETURN ADDRESS. FOLD AT DOTTED LINE
CERTIFIED MAIL™

7196 9008 9111 1206 0489

C

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

2. Article Number

7196 9008 9111 1206 0489

3. Service Type **CERTIFIED MAIL™**

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

1. Article Addressed to:

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE
P.O. BOX 2026
FLINT, MI 48501-2026
R84944 Coronado Ranch Landscape Maintenance Corporation

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature
X
☐ Agent
☐ Addressee

D. Is delivery address different from item 1?
If YES, enter delivery address below:
☐ Yes
☐ No

NTR0793

PS Form 3811, January 2005 Domestic Return Receipt

Thank you for using Return Receipt Service

THE WALZ CERTIFIED MAILER™ FROM **WALZ™** U.S. PAT. NO. 5,501,393

7196 9008 9111 1206 0472

TO: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE
C/O REPUBLIC MORTGAGE LLC, DBA REPUBLIC MORTGAGE
9580 WEST SAHARA AVENUE #200
LAS VEGAS, NV 89117

Label #1
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE
C/O REPUBLIC MORTGAGE LLC, DBA REPUBLIC MORTGAGE
9580 WEST SAHARA AVENUE #200
LAS VEGAS, NV 89117
R84944

SENDER:

REFERENCE: R84944

TEAR ALONG THIS LINE

Label #2
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE
C/O REPUBLIC MORTGAGE LLC, DBA REPUBLIC MORTGAGE
9580 WEST SAHARA AVENUE #200
LAS VEGAS, NV 89117
R84944

PS Form 3800, January 2005

RETURN RECEIPT SERVICE		
	Postage	
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

Label #3
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE
C/O REPUBLIC MORTGAGE LLC, DBA REPUBLIC MORTGAGE
9580 WEST SAHARA AVENUE #200
LAS VEGAS, NV 89117
R84944

US Postal Service®
Receipt for Certified Mail™
No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE
Mailed on 6/27/11 by
Red Rock Financial Services
See Firm Book

A FOLD AND TEAR THIS WAY → OPTIONAL

B

Label #5
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE
C/O REPUBLIC MORTGAGE LLC, DBA REPUBLIC MORTGAGE
9580 WEST SAHARA AVENUE #200
LAS VEGAS, NV 89117
R84944

Label #6
PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF RETURN ADDRESS. FOLD AT DOTTED LINE
CERTIFIED MAIL™

7196 9008 9111 1206 0472

Certified Article Number
7196 9008 9111 1206 0472
SENDERS RECORD
Label #4

Charge Amount:

Charge To:

FOLD AND TEAR THIS WAY →

C

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

2. Article Number

7196 9008 9111 1206 0472

3. Service Type **CERTIFIED MAIL™**

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

1. Article Addressed to:

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE
C/O REPUBLIC MORTGAGE LLC, DBA REPUBLIC MORTGAGE
9580 WEST SAHARA AVENUE #200
LAS VEGAS, NV 89117
R84944 Coronado Ranch Landscape Maintenance Corporation

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) | B. Date of Delivery

C. Signature
X ☐ Agent ☐ Addressee

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

NTR0794

PS Form 3811, January 2005 Domestic Return Receipt

Thank you for using Return Receipt Service

THE WALZ CERTIFIED MAILER™ FROM **WALZ™** U.S. PAT. NO. 5,501,393

7196 9008 9111 1206 0465

TO: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE
C/O REPUBLIC MORTGAGE LLC, ATTN: FOLLOW-UP DOCS
9580 WEST SAHARA AVENUE #200
LAS VEGAS, NV 89117

Label #1
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE
C/O REPUBLIC MORTGAGE LLC, ATTN: FOLLOW-UP DOCS
9580 WEST SAHARA AVENUE #200
LAS VEGAS, NV 89117
R84944

Label #2
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE
C/O REPUBLIC MORTGAGE LLC, ATTN: FOLLOW-UP DOCS
9580 WEST SAHARA AVENUE #200
LAS VEGAS, NV 89117
R84944

Label #3
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE
C/O REPUBLIC MORTGAGE LLC, ATTN: FOLLOW-UP DOCS
9580 WEST SAHARA AVENUE #200
LAS VEGAS, NV 89117
R84944

TEAR ALONG THIS LINE

SENDER:

REFERENCE: R84944

PS Form 3800, January 2005

RETURN RECEIPT SERVICE		
	Postage	
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

US Postal Service®
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No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE
Mailed on 6/27/11 by
Red Rock Financial Services
See Firm Book

A FOLD AND TEAR THIS WAY → OPTIONAL

B

Label #4
Certified Article Number
7196 9008 9111 1206 0465
SENDERS RECORD

Label #5
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE
C/O REPUBLIC MORTGAGE LLC, ATTN: FOLLOW-UP DOCS
9580 WEST SAHARA AVENUE #200
LAS VEGAS, NV 89117
R84944

Charge Amount:

Charge To:

FOLD AND TEAR THIS WAY →

Label #6
PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF RETURN ADDRESS. FOLD AT DOTTED LINE
CERTIFIED MAIL™

7196 9008 9111 1206 0465

C

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

2. Article Number
7196 9008 9111 1206 0465

3. Service Type **CERTIFIED MAIL™**

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

1. Article Addressed to:

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE
C/O REPUBLIC MORTGAGE LLC, ATTN: FOLLOW-UP DOCS
9580 WEST SAHARA AVENUE #200
LAS VEGAS, NV 89117
R84944 Coronado Ranch Landscape Maintenance Corporation

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature
X
☐ Agent
☐ Addressee

D. Is delivery address different from item 1?
If YES, enter delivery address below:
☐ Yes
☐ No

NTR0795

PS Form 3811, January 2005 Domestic Return Receipt

Thank you for using Return Receipt Service

THE WALZ CERTIFIED MAILER™ FROM **WALZ™** U.S. PAT. NO. 5,501,393

7196 9008 9111 1206 0458

TO: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE
1901 E VOORHEES STREET, SUITE C
DANVILLE, IL 61834

Label #1
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE
1901 E VOORHEES STREET, SUITE C
DANVILLE, IL 61834
R84944

SENDER:

REFERENCE: R84944

TEAR ALONG THIS LINE

Label #2
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE
1901 E VOORHEES STREET, SUITE C
DANVILLE, IL 61834
R84944

PS Form 3800, January 2005

RETURN RECEIPT SERVICE		
	Postage	
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

Label #3
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE
1901 E VOORHEES STREET, SUITE C
DANVILLE, IL 61834
R84944

US Postal Service®
Receipt for Certified Mail™
No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE
Mailed on 6/27/11 by
Red Rock Financial Services
See Firm Book

A FOLD AND TEAR THIS WAY → OPTIONAL

B

Label #4
Certified Article Number
7196 9008 9111 1206 0458
SENDERS RECORD

Label #5
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE
1901 E VOORHEES STREET, SUITE C
DANVILLE, IL 61834
R84944

Charge Amount:

Charge To:

FOLD AND TEAR THIS WAY →

Label #6
PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF RETURN ADDRESS. FOLD AT DOTTED LINE
CERTIFIED MAIL™

7196 9008 9111 1206 0458

C

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

2. Article Number

7196 9008 9111 1206 0458

3. Service Type **CERTIFIED MAIL™**

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

1. Article Addressed to:

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE
1901 E VOORHEES STREET, SUITE C
DANVILLE, IL 61834
R84944 Coronado Ranch Landscape Maintenance Corporation

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X

☐ Agent
☐ Addressee

D. Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes
☐ No

NTR0796

PS Form 3811, January 2005 Domestic Return Receipt

Thank you for using Return Receipt Service

THE WALZ CERTIFIED MAILER™ FROM **WALZ™** U.S. PAT. NO. 5,501,393

7196 9008 9111 1206 0441

TO: LEAH ANN BIGAM
C/O MATTHEW M. BIGAM
1050 E. CACTUS AVENUE #1064
LAS VEGAS, NV 89183

Label #1
LEAH ANN BIGAM
C/O MATTHEW M. BIGAM
1050 E. CACTUS AVENUE #1064
LAS VEGAS, NV 89183
R84944

SENDER:

REFERENCE: R84944

TEAR ALONG THIS LINE

Label #2
LEAH ANN BIGAM
C/O MATTHEW M. BIGAM
1050 E. CACTUS AVENUE #1064
LAS VEGAS, NV 89183
R84944

PS Form 3800, January 2005

RETURN RECEIPT SERVICE		
	Postage	
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

Label #3
LEAH ANN BIGAM
C/O MATTHEW M. BIGAM
1050 E. CACTUS AVENUE #1064
LAS VEGAS, NV 89183
R84944

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POSTMARK OR DATE
Mailed on 6/27/11 by
Red Rock Financial Services
See Firm Book

A FOLD AND TEAR THIS WAY → OPTIONAL

B

Label #5

Certified Article Number 7196 9008 9111 1206 0441

SENDERS RECORD

LEAH ANN BIGAM
C/O MATTHEW M. BIGAM
1050 E. CACTUS AVENUE #1064
LAS VEGAS, NV 89183
R84944

Charge Amount:

Charge To:

Label #4

FOLD AND TEAR THIS WAY →

Label #6

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL™

7196 9008 9111 1206 0441

C

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

2. Article Number

7196 9008 9111 1206 0441

3. Service Type **CERTIFIED MAIL™**

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

1. Article Addressed to:

LEAH ANN BIGAM
C/O MATTHEW M. BIGAM
1050 E. CACTUS AVENUE #1064
LAS VEGAS, NV 89183
R84944 Coronado Ranch Landscape Maintenance Corporation

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X

☐ Agent
☐ Addressee

D. Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes
☐ No

NTR0797

PS Form 3811, January 2005 Domestic Return Receipt

Thank you for using Return Receipt Service

THE WALZ CERTIFIED MAILER™ FROM **WALZ™** U.S. PAT. NO. 5,501,393

7196 9008 9111 1206 0434

TO: MATTHEW M. BIGAM
1050 E. CACTUS AVENUE #1064
LAS VEGAS, NV 89183

Label #1
MATTHEW M. BIGAM
1050 E. CACTUS AVENUE #1064
LAS VEGAS, NV 89183
R84944

Label #2
MATTHEW M. BIGAM
1050 E. CACTUS AVENUE #1064
LAS VEGAS, NV 89183
R84944

Label #3
MATTHEW M. BIGAM
1050 E. CACTUS AVENUE #1064
LAS VEGAS, NV 89183
R84944

TEAR ALONG THIS LINE

SENDER:

REFERENCE: R84944

PS Form 3800, January 2005

RETURN RECEIPT SERVICE		
	Postage	
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

US Postal Service®
Receipt for Certified Mail™
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POSTMARK OR DATE
Mailed on 6/27/11 by
Red Rock Financial Services
See Firm Book

A FOLD AND TEAR THIS WAY → OPTIONAL

B

Label #5

Certified Article Number
7196 9008 9111 1206 0434
SENDERS RECORD

MATTHEW M. BIGAM
1050 E. CACTUS AVENUE #1064
LAS VEGAS, NV 89183
R84944

Charge Amount:

Charge To:

Label #4

FOLD AND TEAR THIS WAY →

Label #6

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL™

7196 9008 9111 1206 0434

C

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

2. Article Number

7196 9008 9111 1206 0434

3. Service Type **CERTIFIED MAIL™**

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

1. Article Addressed to:

MATTHEW M. BIGAM
1050 E. CACTUS AVENUE #1064
LAS VEGAS, NV 89183
R84944 Coronado Ranch Landscape Maintenance Corporation

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X

☐ Agent
☐ Addressee

D. Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes
☐ No

NTR0798

PS Form 3811, January 2005 Domestic Return Receipt

Thank you for using Return Receipt Service

Inst #: 201106210002390
Fees: $14.00
N/C Fee: $0.00
06/21/2011 12:54:09 PM
Receipt #: 819146
Requestor:
FIRST AMERICAN NATIONAL DEF
Recorded By: CYV Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

Assessor Parcel Number: 176-11-311-013
File Number: R84944
Property Address: 7883 Tahoe Ridge Ct
Las Vegas, NV 89139
Title Order Number: 561526-AJ

First American Title

NOTICE OF DEFAULT AND ELECTION TO SELL PURSUANT TO THE LIEN FOR DELINQUENT ASSESSMENTS

◆ IMPORTANT NOTICE ◆

Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.

WARNING! IF YOU FAIL TO PAY THE AMOUNT SPECIFIED IN THIS NOTICE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE!

NOTICE IS HEREBY GIVEN: Red Rock Financial Services officially assigned as agent by the Coronado Ranch Landscape Maintenance Corporation, under the Lien for Delinquent Assessments, recorded on 04/26/2011, in Book Number 20110426, as Instrument Number 0002234, reflecting MATTHEW M. BIGAM, LEAH ANN BIGAM as the owner(s) of record on said lien, land legally described as PROMONTORY 5 PLAT BOOK 126 PAGE 34 LOT 13 BLOCK 1, of the Official Records in the Office of the Recorder of Clark County, Nevada, makes known the obligation under the Covenants, Conditions and Restrictions recorded 08/25/2000, in Book Number 20000825, as Instrument Number 02301, has been breached. As of 01/01/2011 forward, all assessments, whether monthly or otherwise, late fees, interest, Association charges, legal fees and collection fees and costs, less any credits, have gone unpaid.

Above stated, the Association has equipped Red Rock Financial Services with verification of the obligation according to the Covenants, Conditions and Restriction in addition to documents proving the debt, therefore declaring any and all amounts secured as well as due and payable, electing the property to be sold to satisfy the obligation. In accordance with Nevada Revised Statutes 116, no sale date may be set until the ninety-first (91) day after the recorded date or the mailing date of the Notice of Default and Election to Sell. As of June 17, 2011, the amount owed is $ 1,775.62. This amount will continue to increase until paid in full.

Eungel Watson Dated: June 17, 2011

Prepared By Eungel Watson, Red Rock Financial Services, on behalf of Coronado Ranch Landscape Maintenance Corporation

STATE OF NEVADA)
COUNTY OF CLARK)

On June 17, 2011, before me, personally appeared Eungel Watson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Charita P Moore

CHARITA PANGELINAN-MOORE
Notary Public State of Nevada
No. 07-4801-1
My appt. exp. Sept. 5, 2011

When Recorded Mail To: Red Rock Financial Services
7251 Amigo Street, Suite 100
Las Vegas, Nevada 89119
702-932-6887

EXHIBIT 7-1

EXHIBIT 7-1

RRFS

RED ROCK FINANCIAL SERVICES

MAILING AFFIDAVIT

File Number: R 84944

STATE OF NEVADA)
) Ss.
COUNTY OF CLARK)

The declarant, whose signature appears below, and who is an employee of Red Rock Financial Services, states that he/she is now and at all times herein mentioned was, a citizen of the United States and over the age of eighteen (18) years; on the date as set forth below, he/she personally mailed the Notice, of which the annexed is a true copy, upon the addressee attached hereto, by depositing in the United States Mail in the County set forth above, an envelope, certified and first class with postage prepaid thereon, containing a copy of such Notice, addressed to the attached named person(s) at the address herein attached stated.

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

Dated: 6/27/2014

Signature Andrew Burdin

See Attached 21 Pages

WALZ CERTIFIED MAILER™ FROM **WALZ**

U.S. PAT. NO. 5,501,393

9414 7266 9904 2002 9581 93

Label #1

State of Nevada Ombudsman for Common-Interest Communities

Attention: Sharon Jackson
2501 East Sahara Avenue, Suite 202
Las Vegas, NV 89104-4137
R84944

Label #2

State of Nevada Ombudsman for Common-Interest Communities

Attention: Sharon Jackson
2501 East Sahara Avenue, Suite 202
Las Vegas, NV 89104-4137
R84944

Label #3

State of Nevada Ombudsman for Common-Interest Communities

Attention: Sharon Jackson
2501 East Sahara Avenue, Suite 202
Las Vegas, NV 89104-4137
R84944

TO:

State of Nevada Ombudsman for Common-Interest Communities

Attention: Sharon Jackson
2501 East Sahara Avenue, Suite 202
Las Vegas, NV 89104-4137

SENDER:

REFERENCE:

R84944

PS Form 3800, January 2005

TEAR ALONG THIS LINE

RETURN RECEIPT SERVICE		
	Postage	
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

USPS®
Receipt for Certified Mail™
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Do Not Use for International Mail

POSTMARK OR DATE

Mailed on 6/27/14 by
Red Rock Financial Services
See Firm Book

A **FOLD AND TEAR THIS WAY** → OPTIONAL

B

Label #4

Certified Article Number
9414 7266 9904 2002 9581 93
SENDERS RECORD

Label #5

State of Nevada Ombudsman for Common-Interest Communities

Attention: Sharon Jackson
2501 East Sahara Avenue, Suite 202
Las Vegas, NV 89104-4137
R84944

Charge Amount:

Charge To:

FOLD AND TEAR THIS WAY →

Label #6

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL™

9414 7266 9904 2002 9581 93

C

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

2. Article Number

9414 7266 9904 2002 9581 93

3. Service Type **CERTIFIED MAIL®**

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

1. Article Addressed to:

State of Nevada Ombudsman for Common-Interest Communities

Attention: Sharon Jackson
2501 East Sahara Avenue, Suite 202
Las Vegas, NV 89104-4137
R84944 Coronado Ranch Landscape Maintenance Corporation

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X

☐ Agent
☐ Addressee

D. Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes
☐ No

NTR0406

PS Form 3811, January 2005 Domestic Return Receipt

Thank you for using Return Receipt Service

RRFS
RED ROCK FINANCIAL SERVICES

June 26, 2014

State of Nevada
Ombudsman for Common-Interest Communities
Attention: Sharon Jackson
2501 East Sahara Avenue, Suite 202
Las Vegas, Nevada 89104-4137

Re: 7883 Tahoe Ridge Ct, Las Vegas, NV 89139
Coronado Ranch Landscape Maintenance Corporation
Collection Account Number: R84944

Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.

Dear Ombudsman, Sharon Jackson:

Enclosed, please find a copy of the Notice of Foreclosure Sale for the above referenced account. Pursuant to the Board of Director's for Coronado Ranch Landscape Maintenance Corporation Red Rock Financial Services has set a Foreclosure Sale date and the sale date is scheduled for **07/21/2014**.

The below is the Homeowner mailing contact information either obtained by the Management Company , provided to our office by the Homeowner and/or through other research methods:

Mailing Address(s): Homeowner(s): Matthew M. Bigam and Leah Ann Bigam
1) 7883 Tahoe Ridge Ct., Las Vegas, NV 89139
2) 140 North 1st Street, Connellsville, PA 15428
3) 804 Binbrook Drive, Henderson, NV 89052
4) 1050 E. Cactus Ave #1064, Las Vegas, NV 89183
5) 9870 Santa Ponsa Court, Las Vegas, NV 89178
6) 366 Narrows Road, Connellsville, PA 15425

The below is the Homeowners phone number(s) either obtained by the Management Company, provided to our office by the Homeowner and/or through other research methods:

Phone Number(s): 702-684-7419; 702-379-9267

Please contact Red Rock Financial Services if you have any further questions regarding the above account at 702-932-6887.

Sincerely,

Christie Marling
Red Rock Financial Services

Inst #: 20140626-0003624
Fees: $18.00
N/C Fee: $0.00
06/26/2014 02:51:34 PM
Receipt #: 2070356
Requestor:
RED ROCK FINANCIAL SERVICES
Recorded By: ECM Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

Assessor Parcel Number: 176-11-311-013
File Number: R84944
Property Address: 7883 Tahoe Ridge Ct
Las Vegas, NV 89139

NOTICE OF FORECLOSURE SALE

UNDER THE LIEN FOR DELINQUENT ASSESSMENTS

Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.

WARNING! A SALE OF YOUR PROPERTY IS IMMINENT! UNLESS YOU PAY THE AMOUNT SPECIFIED IN THIS NOTICE BEFORE THE SALE DATE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE. YOU MUST ACT BEFORE THE SALE DATE. IF YOU HAVE ANY QUESTIONS, PLEASE CALL RED ROCK FINANCIAL SERVICES AT (702) 932-6887 or (702) 215-8130. IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMAN'S OFFICE, NEVADA REAL ESTATE DIVISION AT (877) 829-9907 IMMEDIATELY.

Red Rock Financial Services officially assigned as agent by the Coronado Ranch Landscape Maintenance Corporation under the Lien for Delinquent Assessments. **YOU ARE IN DEFAULT UNDER THE LIEN FOR DELINQUENT ASSESSMENTS**, recorded on 04/26/2011 in Book Number 20110426 as Instrument Number 0002234 reflecting MATTHEW M. BIGAM, LEAH ANN BIGAM as the owner(s) of record. **UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT PUBLIC SALE.** If you need an explanation of the nature of the proceedings against you, you should contact an attorney.

The Notice of Default and Election to Sell Pursuant to the Lien for Delinquent Assessments was recorded on 06/21/2011 in Book Number 20110621 as Instrument Number 0002390 of the Official Records in the Office of the Recorder.

NOTICE IS HEREBY GIVEN: That on ***07/21/2014***, at ***10:00 a.m.*** at the front entrance of the Nevada Legal News located at 930 South Fourth Street, Las Vegas, Nevada 89101, that the property commonly known as 7883 Tahoe Ridge Ct, Las Vegas, NV 89139 and land legally described as PROMONTORY 5 PLAT BOOK 126 PAGE 34 LOT 13 BLOCK 1 of the Official Records in the Office of the County Recorder of Clark County, Nevada, will sell at public auction to the highest bidder, for cash

Assessor Parcel Number: 176-11-311-013
File Number: R84944
Property Address: 7883 Tahoe Ridge Ct
Las Vegas, NV 89139

payable at the time of sale in lawful money of the United States, by cash, a cashier's check drawn by a state or national bank, a cashier's check drawn by a state or federal credit union, state or federal savings and loan association or savings association authorized to do business in the State of Nevada, in the amount of **$2,825.99** as of 6/26/2014, which includes the total amount of the unpaid balance and reasonably estimated costs, expenses and advances at the time of the initial publication of this notice. Any subsequent Association assessments, late fees interest, expenses or advancements, if any, of the Association or its Agent, under the terms of the Lien for Delinquent Assessments shall continue to accrue until the date of the sale. The property heretofore described is being sold "as is".

The sale will be made without covenant or warranty, expressed or implied regarding, but not limited to, title or possession, encumbrances, obligations to satisfy any secured or unsecured liens or against all right, title and interest of the owner, without equity or right of redemption to satisfy the indebtedness secured by said Lien, with interest thereon, as provided in the Declaration of Covenants, Conditions and Restrictions, recorded on 08/25/2000, in Book Number 20000825, as Instrument Number 02301 of the Official Records in the Office of the Recorder and any subsequent amendments or updates that may have been recorded.

Dated: June 26, 2014

Prepared By Christie Marling, Red Rock Financial Services, on behalf of Coronado Ranch Landscape Maintenance Corporation

STATE OF NEVADA)
COUNTY OF CLARK)

On June 26, 2014, before me, personally appeared Christie Marling, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Reinstatement Information: (702) 483-2996 or **Sale Information**: (714) 573-7777

When Recorded Mail To:
Red Rock Financial Services
4775 W. Teco Avenue, Suite 140
Las Vegas, Nevada 89118
(702) 483-2996 or (702) 932-6887

ANNA ROMERO
Notary Public State of Nevada
No. 12-7487-1
My appt. exp. Apr. 20 2016

WALZ CERTIFIED MAILER™ FROM **WALZ**

U.S. PAT. NO. 5,501,393

9414 7266 9904 2002 9583 91

Label #1
Matthew M. Bigam
7883 Tahoe Ridge Court
Las Vegas, NV 89139
R84944

Label #2
Matthew M. Bigam
7883 Tahoe Ridge Court
Las Vegas, NV 89139
R84944

Label #3
Matthew M. Bigam
7883 Tahoe Ridge Court
Las Vegas, NV 89139
R84944

TO:

Matthew M. Bigam
7883 Tahoe Ridge Court
Las Vegas, NV 89139

SENDER:

REFERENCE:

R84944

TEAR ALONG THIS LINE

PS Form 3800, January 2005

RETURN RECEIPT SERVICE		
	Postage	
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

USPS®
Receipt for Certified Mail™
No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE

Mailed on 6/27/14 by
Red Rock Financial Services
See Firm Book

A FOLD AND TEAR THIS WAY ⟶ OPTIONAL

B

Certified Article Number
9414 7266 9904 2002 9583 91
SENDERS RECORD

Label #4

Label #5

Matthew M. Bigam
7883 Tahoe Ridge Court
Las Vegas, NV 89139
R84944

Charge Amount:

Charge To:

FOLD AND TEAR THIS WAY ⟶

Label #6

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL™

9414 7266 9904 2002 9583 91

C

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

2. Article Number

9414 7266 9904 2002 9583 91

3. Service Type **CERTIFIED MAIL®**

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

1. Article Addressed to:

Matthew M. Bigam
7883 Tahoe Ridge Court
Las Vegas, NV 89139
R84944 Coronado Ranch Landscape Maintenance Corporation

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X

☐ Agent
☐ Addressee

D. Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes
☐ No

NTR0410

PS Form 3811, January 2005 Domestic Return Receipt

Thank you for using Return Receipt Service

WALZ CERTIFIED MAILER™ FROM **WALZ**

U.S. PAT. NO. 5,501,393

9414 7266 9904 2002 9583 84

Label #1
Leah Ann Bigam
7883 Tahoe Ridge Court
Las Vegas, NV 89139
R84944

Label #2
Leah Ann Bigam
7883 Tahoe Ridge Court
Las Vegas, NV 89139
R84944

Label #3
Leah Ann Bigam
7883 Tahoe Ridge Court
Las Vegas, NV 89139
R84944

TO:

Leah Ann Bigam
7883 Tahoe Ridge Court
Las Vegas, NV 89139

SENDER:

REFERENCE:

R84944

PS Form 3800, January 2005

TEAR ALONG THIS LINE

RETURN RECEIPT SERVICE	Postage	
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

USPS®
Receipt for Certified Mail™
No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE

Mailed on 6/27/14 by
Red Rock Financial Services
See Firm Book

A FOLD AND TEAR THIS WAY ⟶ OPTIONAL

B

Label #4
Certified Article Number
9414 7266 9904 2002 9583 84
SENDERS RECORD

Label #5
Leah Ann Bigam
7883 Tahoe Ridge Court
Las Vegas, NV 89139
R84944

Charge Amount:

Charge To:

FOLD AND TEAR THIS WAY ⟶

Label #6
PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF RETURN ADDRESS. FOLD AT DOTTED LINE
CERTIFIED MAIL™

9414 7266 9904 2002 9583 84

C

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

2. Article Number

9414 7266 9904 2002 9583 84

3. Service Type **CERTIFIED MAIL®**

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

1. Article Addressed to:

Leah Ann Bigam
7883 Tahoe Ridge Court
Las Vegas, NV 89139
R84944 Coronado Ranch Landscape Maintenance Corporation

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X

☐ Agent
☐ Addressee

D. is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes
☐ No

NTR0411

PS Form 3811, January 2005 Domestic Return Receipt

Thank you for using Return Receipt Service

WALZ CERTIFIED MAILER™ FROM **WALZ**

U.S. PAT. NO. 5,501,393

9414 7266 9904 2002 9583 77

TO:

Leah Ann Bigam
140 North 1st Street
Connellsville, PA 15428

SENDER:

REFERENCE:

R84944

PS Form 3800, January 2005

TEAR ALONG THIS LINE

RETURN RECEIPT SERVICE		
	Postage	
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

USPS®
Receipt for Certified Mail™
No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE

Mailed on 6/27/14 by
Red Rock Financial Services
See Firm Book

Label #1
Leah Ann Bigam
140 North 1st Street
Connellsville, PA 15428
R84944

Label #2
Leah Ann Bigam
140 North 1st Street
Connellsville, PA 15428
R84944

Label #3
Leah Ann Bigam
140 North 1st Street
Connellsville, PA 15428
R84944

A **FOLD AND TEAR THIS WAY** → OPTIONAL

B

Label #4

Certified Article Number
9414 7266 9904 2002 9583 77
SENDERS RECORD

Label #5

Leah Ann Bigam
140 North 1st Street
Connellsville, PA 15428
R84944

Charge Amount:

Charge To:

FOLD AND TEAR THIS WAY →

Label #6

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL™

9414 7266 9904 2002 9583 77

C

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

2. Article Number

9414 7266 9904 2002 9583 77

3. Service Type **CERTIFIED MAIL®**

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

1. Article Addressed to:

Leah Ann Bigam
140 North 1st Street
Connellsville, PA 15428
R84944 Coronado Ranch Landscape Maintenance Corporation

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X

☐ Agent
☐ Addressee

D. Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes
☐ No

NTR0412

PS Form 3811, January 2005 Domestic Return Receipt

Thank you for using Return Receipt Service

WALZ CERTIFIED MAILER™ FROM **WALZ**

FORM #35663 VERSION: 01/14
U.S. PAT. NO. 5,501,393

9414 7266 9904 2002 9583 60

TO:

Matthew M. Bigam
140 North 1st Street
Connellsville, PA 15428

SENDER:

REFERENCE:

R84944

PS Form 3800, January 2005

RETURN RECEIPT SERVICE		
	Postage	
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

USPS®
Receipt for Certified Mail™
No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE

Mailed on 6/27/14 by
Red Rock Financial Services
See Firm Book

TEAR ALONG THIS LINE

Label #1
Matthew M. Bigam
140 North 1st Street
Connellsville, PA 15428
R84944

Label #2
Matthew M. Bigam
140 North 1st Street
Connellsville, PA 15428
R84944

Label #3
Matthew M. Bigam
140 North 1st Street
Connellsville, PA 15428
R84944

A **FOLD AND TEAR THIS WAY** → OPTIONAL

B

Label #5

Matthew M. Bigam
140 North 1st Street
Connellsville, PA 15428
R84944

Charge Amount:

Charge To:

FOLD AND TEAR THIS WAY →

Label #4
Certified Article Number
9414 7266 9904 2002 9583 60
SENDERS RECORD

Label #6

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF RETURN ADDRESS FOLD AT DOTTED LINE
CERTIFIED MAIL™

9414 7266 9904 2002 9583 60

C

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

2. Article Number

9414 7266 9904 2002 9583 60

3. Service Type **CERTIFIED MAIL®**

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

1. Article Addressed to:

Matthew M. Bigam
140 North 1st Street
Connellsville, PA 15428
R84944 Coronado Ranch Landscape Maintenance Corporation

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) | B. Date of Delivery

C. Signature
X
☐ Agent
☐ Addressee

D. Is delivery address different from item 1?
If YES, enter delivery address below:
☐ Yes
☐ No

NTR0413

PS Form 3811, January 2005 Domestic Return Receipt

Thank you for using Return Receipt Service

WALZ CERTIFIED MAILER™ FROM **WALZ**

FORM #35663 VERSION: 01/14
U.S. PAT. NO. 5,501,393

9414 7266 9904 2002 9583 53

Label #1
Matthew M. Bigam
804 Binbrook Drive
Henderson, NV 89052
R84944

Label #2
Matthew M. Bigam
804 Binbrook Drive
Henderson, NV 89052
R84944

Label #3
Matthew M. Bigam
804 Binbrook Drive
Henderson, NV 89052
R84944

TO:

Matthew M. Bigam
804 Binbrook Drive
Henderson, NV 89052

SENDER:

REFERENCE:

R84944

TEAR ALONG THIS LINE

PS Form 3800, January 2005

RETURN RECEIPT SERVICE		
	Postage	
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

USPS®
Receipt for Certified Mail™
No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE

Mailed on 6/27/14 by
Red Rock Financial Services
See Firm Book

A FOLD AND TEAR THIS WAY ⟶ OPTIONAL

B

Certified Article Number
9414 7266 9904 2002 9583 53
SENDERS RECORD

Label #5

Matthew M. Bigam
804 Binbrook Drive
Henderson, NV 89052
R84944

Charge Amount:

Charge To:

Label #4

FOLD AND TEAR THIS WAY ⟶

Label #6

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF RETURN ADDRESS. FOLD AT DOTTED LINE
CERTIFIED MAIL™

9414 7266 9904 2002 9583 53

C

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

2. Article Number

9414 7266 9904 2002 9583 53

3. Service Type **CERTIFIED MAIL®**

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

1. Article Addressed to:

Matthew M. Bigam
804 Binbrook Drive
Henderson, NV 89052
R84944 Coronado Ranch Landscape Maintenance Corporation

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature
X
☐ Agent
☐ Addressee

D. Is delivery address different from item 1?
If YES, enter delivery address below:
☐ Yes
☐ No

NTR0414

PS Form 3811, January 2005 Domestic Return Receipt

Thank you for using Return Receipt Service

WALZ CERTIFIED MAILER™ FROM **WALZ**

FORM #35003 VERSION: 01/14
U.S. PAT. NO. 5,501,393

9414 7266 9904 2002 9583 46

Label #1
Leah Ann Bigam
804 Binbrook Drive
Henderson, NV 89052
R84944

Label #2
Leah Ann Bigam
804 Binbrook Drive
Henderson, NV 89052
R84944

Label #3
Leah Ann Bigam
804 Binbrook Drive
Henderson, NV 89052
R84944

TO:

Leah Ann Bigam
804 Binbrook Drive
Henderson, NV 89052

SENDER:

REFERENCE:

R84944

PS Form 3800, January 2005

TEAR ALONG THIS LINE

RETURN RECEIPT SERVICE		
	Postage	
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

USPS®
Receipt for Certified Mail™
No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE

Mailed on 6/27/14 by
Red Rock Financial Services
See Firm Book

A FOLD AND TEAR THIS WAY ⟶ OPTIONAL

B

Label #4
Certified Article Number
9414 7266 9904 2002 9583 46
SENDERS RECORD

Label #5

Leah Ann Bigam
804 Binbrook Drive
Henderson, NV 89052
R84944

Charge Amount:

Charge To:

FOLD AND TEAR THIS WAY ⟶

Label #6

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF RETURN ADDRESS. FOLD AT DOTTED LINE
CERTIFIED MAIL™

9414 7266 9904 2002 9583 46

C

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

2. Article Number

9414 7266 9904 2002 9583 46

3. Service Type **CERTIFIED MAIL®**

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

1. Article Addressed to:

Leah Ann Bigam
804 Binbrook Drive
Henderson, NV 89052
R84944 Coronado Ranch Landscape Maintenance Corporation

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X

☐ Agent
☐ Addressee

D. Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes
☐ No

NTR0415

PS Form 3811, January 2005 Domestic Return Receipt

Thank you for using Return Receipt Service

WALZ CERTIFIED MAILER™ FROM **WALZ**

FORM #55555 VERSION: 01/14
U.S. PAT. NO. 5,501,393

9414 7266 9904 2002 9583 39

TO:

Matthew M. Bigam
1050 E. Cactus Ave #1064
Las Vegas, NV 89183

SENDER:

REFERENCE:

R84944

PS Form 3800, January 2005

RETURN RECEIPT SERVICE		
	Postage	
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

USPS®
Receipt for Certified Mail™
No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE

Mailed on 6/27/14 by
Red Rock Financial Services
See Firm Book

TEAR ALONG THIS LINE

Label #1
Matthew M. Bigam
1050 E. Cactus Ave #1064
Las Vegas, NV 89183
R84944

Label #2
Matthew M. Bigam
1050 E. Cactus Ave #1064
Las Vegas, NV 89183
R84944

Label #3
Matthew M. Bigam
1050 E. Cactus Ave #1064
Las Vegas, NV 89183
R84944

A **FOLD AND TEAR THIS WAY** → OPTIONAL

B

Label #5

Matthew M. Bigam
1050 E. Cactus Ave #1064
Las Vegas, NV 89183
R84944

Charge Amount:

Charge To:

Label #4
Certified Article Number
9414 7266 9904 2002 9583 39
SENDERS RECORD

FOLD AND TEAR THIS WAY →

Label #6

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL™

9414 7266 9904 2002 9583 39

C

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

2. Article Number

9414 7266 9904 2002 9583 39

3. Service Type **CERTIFIED MAIL®**

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

1. Article Addressed to:

Matthew M. Bigam
1050 E. Cactus Ave #1064
Las Vegas, NV 89183
R84944 Coronado Ranch Landscape Maintenance Corporation

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X

☐ Agent
☐ Addressee

D. Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes
☐ No

NTR0416

PS Form 3811, January 2005 Domestic Return Receipt

Thank you for using Return Receipt Service

WALZ CERTIFIED MAILER™ FROM **WALZ**

FORM #35663 VERSION: 01/14
U.S. PAT. NO. 5,501,393

9414 7266 9904 2002 9583 22

Label #1
Leah Ann Bigam
1050 E. Cactus Ave #1064
Las Vegas, NV 89183
R84944

Label #2
Leah Ann Bigam
1050 E. Cactus Ave #1064
Las Vegas, NV 89183
R84944

Label #3
Leah Ann Bigam
1050 E. Cactus Ave #1064
Las Vegas, NV 89183
R84944

TO:

Leah Ann Bigam
1050 E. Cactus Ave #1064
Las Vegas, NV 89183

SENDER:

REFERENCE:

R84944

PS Form 3800, January 2005

TEAR ALONG THIS LINE

RETURN RECEIPT SERVICE		
	Postage	
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

USPS®
Receipt for Certified Mail™
No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE
Mailed on 6/27/14 by Red Rock Financial Services
See Firm Book

A FOLD AND TEAR THIS WAY ⟶ OPTIONAL

B

Certified Article Number
9414 7266 9904 2002 9583 22
SENDERS RECORD

Label #4

Label #5
Leah Ann Bigam
1050 E. Cactus Ave #1064
Las Vegas, NV 89183
R84944

Charge Amount:

Charge To:

FOLD AND TEAR THIS WAY ⟶

Label #6
PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF RETURN ADDRESS. FOLD AT DOTTED LINE
CERTIFIED MAIL™

9414 7266 9904 2002 9583 22

C

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

2. Article Number

9414 7266 9904 2002 9583 22

3. Service Type **CERTIFIED MAIL®**

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

1. Article Addressed to:

Leah Ann Bigam
1050 E. Cactus Ave #1064
Las Vegas, NV 89183
R84944 Coronado Ranch Landscape Maintenance Corporation

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature
X
☐ Agent
☐ Addressee

D. Is delivery address different from item 1?
If YES, enter delivery address below:
☐ Yes
☐ No

NTR0417

PS Form 3811, January 2005 Domestic Return Receipt

Thank you for using Return Receipt Service

WALZ CERTIFIED MAILER™ FROM **WALZ**

FORM #33333 VERSION: 01.14
U.S. PAT. NO. 5,501,393

9414 7266 9904 2002 9583 15

Label #1
MATTHEW M. BIGAM
1050 E. CACTUS AVENUE #1064
LAS VEGAS, NV 89183
R84944

Label #2
MATTHEW M. BIGAM
1050 E. CACTUS AVENUE #1064
LAS VEGAS, NV 89183
R84944

Label #3
MATTHEW M. BIGAM
1050 E. CACTUS AVENUE #1064
LAS VEGAS, NV 89183
R84944

TO:

MATTHEW M. BIGAM
1050 E. CACTUS AVENUE #1064
LAS VEGAS, NV 89183

SENDER:

REFERENCE:

R84944

TEAR ALONG THIS LINE

PS Form 3800, January 2005

RETURN RECEIPT SERVICE		
	Postage	
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

USPS®
Receipt for Certified Mail™
No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE
Mailed on 6/27/14 by
Red Rock Financial Services
See Firm Book

A **FOLD AND TEAR THIS WAY** → OPTIONAL

B

Label #5

Certified Article Number
9414 7266 9904 2002 9583 15
SENDERS RECORD

MATTHEW M. BIGAM
1050 E. CACTUS AVENUE #1064
LAS VEGAS, NV 89183
R84944

Charge Amount:

Charge To:

Label #4

FOLD AND TEAR THIS WAY →

Label #6

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF RETURN ADDRESS FOLD AT DOTTED LINE
CERTIFIED MAIL™

9414 7266 9904 2002 9583 15

C

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

2. Article Number

9414 7266 9904 2002 9583 15

3. Service Type **CERTIFIED MAIL®**

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

1. Article Addressed to:

MATTHEW M. BIGAM
1050 E. CACTUS AVENUE #1064
LAS VEGAS, NV 89183
.R84944 Coronado Ranch Landscape Maintenance Corporation

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)
B. Date of Delivery
C. Signature
X
☐ Agent
☐ Addressee
D. Is delivery address different from item 1?
If YES, enter delivery address below:
☐ Yes
☐ No

NTR0418

PS Form 3811, January 2005 Domestic Return Receipt

Thank you for using Return Receipt Service

WALZ CERTIFIED MAILER™ FROM **WALZ**

FORM #55000 VERSION: 01/14
U.S. PAT. NO. 5,501,393

9414 7266 9904 2002 9583 08

Label #1

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.,
AS NOMINEE

P.O. BOX 2026
FLINT, MI 48501-2026
R84944

Label #2

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.,
AS NOMINEE

P.O. BOX 2026
FLINT, MI 48501-2026
R84944

Label #3

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.,
AS NOMINEE

P.O. BOX 2026
FLINT, MI 48501-2026
R84944

TO:

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS,
INC., AS NOMINEE

P.O. BOX 2026
FLINT, MI 48501-2026

SENDER:

REFERENCE:

R84944

TEAR ALONG THIS LINE

PS Form 3800, January 2005

RETURN RECEIPT SERVICE		
	Postage	
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

USPS®
Receipt for Certified Mail™
No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE

Mailed on 6/27/14 by
Red Rock Financial Services
See Firm Book

A FOLD AND TEAR THIS WAY ⟶ OPTIONAL

B

Label #4

Certified Article Number
9414 7266 9904 2002 9583 08

SENDERS RECORD

Label #5

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.,
AS NOMINEE

P.O. BOX 2026
FLINT, MI 48501-2026
R84944

Charge Amount:

Charge To:

FOLD AND TEAR THIS WAY ⟶

Label #6

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL™

9414 7266 9904 2002 9583 08

C

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

2. Article Number

9414 7266 9904 2002 9583 08

3. Service Type **CERTIFIED MAIL®**

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

1. Article Addressed to:

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE

P.O. BOX 2026
FLINT, MI 48501-2026
R84944 Coronado Ranch Landscape Maintenance Corporation

NTR0419

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X

☐ Agent
☐ Addressee

D. Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes
☐ No

PS Form 3811, January 2005 Domestic Return Receipt

Thank you for using Return Receipt Service

WALZ CERTIFIED MAILER™ FROM **WALZ**

FORM #33333 VERSION: 07.14
U.S. PAT. NO. 5,501,393

9414 7266 9904 2002 9582 92

Label #1

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE

C/O REPUBLIC MORTGAGE LLC, DBA REPUBLIC MORTGAGE
9580 WEST SAHARA AVENUE #200
LAS VEGAS, NV 89117
R84944

Label #2

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE

C/O REPUBLIC MORTGAGE LLC, DBA REPUBLIC MORTGAGE
9580 WEST SAHARA AVENUE #200
LAS VEGAS, NV 89117
R84944

Label #3

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE

C/O REPUBLIC MORTGAGE LLC, DBA REPUBLIC MORTGAGE
9580 WEST SAHARA AVENUE #200
LAS VEGAS, NV 89117
R84944

TO:

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE

C/O REPUBLIC MORTGAGE LLC, DBA REPUBLIC MORTGAGE
9580 WEST SAHARA AVENUE #200
LAS VEGAS, NV 89117

SENDER:

REFERENCE:

R84944

TEAR ALONG THIS LINE

PS Form 3800, January 2005

RETURN RECEIPT SERVICE		
	Postage	
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

USPS®
Receipt for Certified Mail™
No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE

Mailed on 6/27/14 by
Red Rock Financial Services
See Firm Book

A FOLD AND TEAR THIS WAY ⟶ OPTIONAL

B

Certified Article Number
9414 7266 9904 2002 9582 92
SENDERS RECORD

Label #4

Label #5

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE

C/O REPUBLIC MORTGAGE LLC, DBA REPUBLIC MORTGAGE
9580 WEST SAHARA AVENUE #200
LAS VEGAS, NV 89117
R84944

Charge Amount:

Charge To:

FOLD AND TEAR THIS WAY ⟶

Label #6

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL™

9414 7266 9904 2002 9582 92

C

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

2. Article Number

9414 7266 9904 2002 9582 92

3. Service Type **CERTIFIED MAIL®**

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

1. Article Addressed to:

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE

C/O REPUBLIC MORTGAGE LLC, DBA REPUBLIC MORTGAGE
9580 WEST SAHARA AVENUE #200
LAS VEGAS, NV 89117
R84944 Coronado Ranch Landscape Maintenance Corporation

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X

☐ Agent
☐ Addressee

D. Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes
☐ No

NTR0420

PS Form 3811, January 2005 Domestic Return Receipt

Thank you for using Return Receipt Service

WALZ CERTIFIED MAILER™ FROM **WALZ**

FORM #35003 VERSION: 01/14
U.S. PAT. NO. 5,501,393

9414 7266 9904 2002 9582 85

Label #1

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE

C/O REPUBLIC MORTGAGE LLC, ATTN: FOLLOW-UP DOCS
9580 WEST SAHARA AVENUE #200
LAS VEGAS, NV 89117
R84944

Label #2

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE

C/O REPUBLIC MORTGAGE LLC, ATTN: FOLLOW-UP DOCS
9580 WEST SAHARA AVENUE #200
LAS VEGAS, NV 89117
R84944

Label #3

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE

C/O REPUBLIC MORTGAGE LLC, ATTN: FOLLOW-UP DOCS
9580 WEST SAHARA AVENUE #200
LAS VEGAS, NV 89117
R84944

TO:

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE

C/O REPUBLIC MORTGAGE LLC, ATTN: FOLLOW-UP DOCS
9580 WEST SAHARA AVENUE #200
LAS VEGAS, NV 89117

SENDER:

REFERENCE:

R84944

TEAR ALONG THIS LINE

PS Form 3800, January 2005

RETURN RECEIPT SERVICE		
	Postage	
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

USPS®
Receipt for Certified Mail™
No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE

Mailed on 6/27/14 by
Red Rock Financial Services
See Firm Book

A FOLD AND TEAR THIS WAY ⟶ OPTIONAL

B

Label #4

Certified Article Number
9414 7266 9904 2002 9582 85
SENDERS RECORD

Label #5

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE

C/O REPUBLIC MORTGAGE LLC, ATTN: FOLLOW-UP DOCS
9580 WEST SAHARA AVENUE #200
LAS VEGAS, NV 89117
R84944

Charge Amount:

Charge To:

Label #6

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF RETURN ADDRESS FOLD AT DOTTED LINE

CERTIFIED MAIL™

9414 7266 9904 2002 9582 85

FOLD AND TEAR THIS WAY ⟶

C

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

2. Article Number

9414 7266 9904 2002 9582 85

3. Service Type **CERTIFIED MAIL®**

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

1. Article Addressed to:

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE

C/O REPUBLIC MORTGAGE LLC, ATTN: FOLLOW-UP DOCS
9580 WEST SAHARA AVENUE #200
LAS VEGAS, NV 89117
R84944 Coronado Ranch Landscape Maintenance Corporation

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X

☐ Agent
☐ Addressee

D. Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes
☐ No

NTR0421

PS Form 3811, January 2005 Domestic Return Receipt

Thank you for using Return Receipt Service

WALZ CERTIFIED MAILER™ FROM **WALZ**

U.S. PAT. NO. 5,501,393

9414 7266 9904 2002 9582 78

Label #1

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE

1901 E VOORHEES STREET, SUITE C
DANVILLE, IL 61834
R84944

Label #2

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE

1901 E VOORHEES STREET, SUITE C
DANVILLE, IL 61834
R84944

Label #3

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE

1901 E VOORHEES STREET, SUITE C
DANVILLE, IL 61834
R84944

TO:

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE

1901 E VOORHEES STREET, SUITE C
DANVILLE, IL 61834

SENDER:

REFERENCE:

R84944

TEAR ALONG THIS LINE

PS Form 3800, January 2005

RETURN RECEIPT SERVICE		
	Postage	
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

USPS®
Receipt for Certified Mail™
No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE

Mailed on 6/27/14 by
Red Rock Financial Services
See Firm Book

A **FOLD AND TEAR THIS WAY** → OPTIONAL

B

Label #5

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE

1901 E VOORHEES STREET, SUITE C
DANVILLE, IL 61834
R84944

Charge Amount:

Charge To:

Label #6

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL™

9414 7266 9904 2002 9582 78

Label #4

Certified Article Number

9414 7266 9904 2002 9582 78

SENDERS RECORD

FOLD AND TEAR THIS WAY →

C

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

2. Article Number

9414 7266 9904 2002 9582 78

3. Service Type **CERTIFIED MAIL®**

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

1. Article Addressed to:

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE

1901 E VOORHEES STREET, SUITE C
DANVILLE, IL 61834
R84944 Coronado Ranch Landscape Maintenance Corporation

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X

☐ Agent
☐ Addressee

D. Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes
☐ No

NTR0422

PS Form 3811, January 2005 Domestic Return Receipt

Thank you for using Return Receipt Service

WALZ CERTIFIED MAILER™ FROM **WALZ**

FORM #00000 VERSION: 07/14
U.S. PAT. NO. 5,501,393

9414 7266 9904 2002 9582 61

Label #1

LEAH ANN BIGAM

C/O MATTHEW M. BIGAM
1050 E. CACTUS AVENUE #1064
LAS VEGAS, NV 89183
R84944

Label #2

LEAH ANN BIGAM

C/O MATTHEW M. BIGAM
1050 E. CACTUS AVENUE #1064
LAS VEGAS, NV 89183
R84944

Label #3

LEAH ANN BIGAM

C/O MATTHEW M. BIGAM
1050 E. CACTUS AVENUE #1064
LAS VEGAS, NV 89183
R84944

TO:

LEAH ANN BIGAM

C/O MATTHEW M. BIGAM
1050 E. CACTUS AVENUE #1064
LAS VEGAS, NV 89183

SENDER:

REFERENCE:

R84944

TEAR ALONG THIS LINE

PS Form 3800, January 2005

RETURN RECEIPT SERVICE		
	Postage	
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

USPS®
Receipt for Certified Mail™
No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE

Mailed on 6/27/14 by
Red Rock Financial Services
See Firm Book

A FOLD AND TEAR THIS WAY ⟶ OPTIONAL

B

Certified Article Number
9414 7266 9904 2002 9582 61
SENDERS RECORD

Label #5

LEAH ANN BIGAM

C/O MATTHEW M. BIGAM
1050 E. CACTUS AVENUE #1064
LAS VEGAS, NV 89183
R84944

Charge Amount:

Charge To:

Label #4

FOLD AND TEAR THIS WAY ⟶

Label #6

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL™

9414 7266 9904 2002 9582 61

C

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

2. Article Number

9414 7266 9904 2002 9582 61

3. Service Type **CERTIFIED MAIL®**

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

1. Article Addressed to:

LEAH ANN BIGAM

C/O MATTHEW M. BIGAM
1050 E. CACTUS AVENUE #1064
LAS VEGAS, NV 89183
R84944 Coronado Ranch Landscape Maintenance Corporation

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X

☐ Agent
☐ Addressee

D. Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes
☐ No

NTR0423

PS Form 3811, January 2005 Domestic Return Receipt

Thank you for using Return Receipt Service

WALZ CERTIFIED MAILER™ FROM **WALZ**

FORM #55000 VERSION: 01/14
U.S. PAT. NO. 5,501,393

9414 7266 9904 2002 9582 54

TO:

Matthew M. Bigam
9870 Santa Ponsa Court
Las Vegas, NV 89178

SENDER:

REFERENCE:

R84944

PS Form 3800, January 2005

RETURN RECEIPT SERVICE		
	Postage	
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

USPS®
Receipt for Certified Mail™
No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE

Mailed on 6/27/14 by
Red Rock Financial Services
See Firm Book

TEAR ALONG THIS LINE

Label #1
Matthew M. Bigam
9870 Santa Ponsa Court
Las Vegas, NV 89178
R84944

Label #2
Matthew M. Bigam
9870 Santa Ponsa Court
Las Vegas, NV 89178
R84944

Label #3
Matthew M. Bigam
9870 Santa Ponsa Court
Las Vegas, NV 89178
R84944

A **FOLD AND TEAR THIS WAY** → OPTIONAL

B

Label #4
Certified Article Number
9414 7266 9904 2002 9582 54
SENDERS RECORD

Label #5
Matthew M. Bigam
9870 Santa Ponsa Court
Las Vegas, NV 89178
R84944

Charge Amount:

Charge To:

FOLD AND TEAR THIS WAY →

Label #6
PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF RETURN ADDRESS. FOLD AT DOTTED LINE
CERTIFIED MAIL™

9414 7266 9904 2002 9582 54

C

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

2. Article Number

9414 7266 9904 2002 9582 54

3. Service Type **CERTIFIED MAIL®**

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

1. Article Addressed to:

Matthew M. Bigam
9870 Santa Ponsa Court
Las Vegas, NV 89178
R84944 Coronado Ranch Landscape Maintenance Corporation

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) | B. Date of Delivery

C. Signature
X
☐ Agent
☐ Addressee

D. Is delivery address different from item 1?
If YES, enter delivery address below:
☐ Yes
☐ No

NTR0424

PS Form 3811, January 2005 Domestic Return Receipt

Thank you for using Return Receipt Service

WALZ CERTIFIED MAILER™ FROM **WALZ**

U.S. PAT. NO. 5,501,393

9414 7266 9904 2002 9582 47

TO:

Leah Ann Bigam
9870 Santa Ponsa Court
Las Vegas, NV 89178

SENDER:

REFERENCE:

R84944

PS Form 3800, January 2005

TEAR ALONG THIS LINE

RETURN RECEIPT SERVICE		
	Postage	
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

USPS®
Receipt for Certified Mail™
No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE

Mailed on 6/27/14 by
Red Rock Financial Services
See Firm Book

Label #1
Leah Ann Bigam
9870 Santa Ponsa Court
Las Vegas, NV 89178
R84944

Label #2
Leah Ann Bigam
9870 Santa Ponsa Court
Las Vegas, NV 89178
R84944

Label #3
Leah Ann Bigam
9870 Santa Ponsa Court
Las Vegas, NV 89178
R84944

A FOLD AND TEAR THIS WAY ⟶ OPTIONAL

B

Label #5

Leah Ann Bigam
9870 Santa Ponsa Court
Las Vegas, NV 89178
R84944

Charge Amount:

Charge To:

Label #4
Certified Article Number
9414 7266 9904 2002 9582 47
SENDERS RECORD

FOLD AND TEAR THIS WAY ⟶

Label #6

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL™

9414 7266 9904 2002 9582 47

C

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

2. Article Number

9414 7266 9904 2002 9582 47

3. Service Type **CERTIFIED MAIL®**

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

1. Article Addressed to:

Leah Ann Bigam
9870 Santa Ponsa Court
Las Vegas, NV 89178
R84944 Coronado Ranch Landscape Maintenance Corporation

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X

☐ Agent
☐ Addressee

D. Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes
☐ No

NTR0425

PS Form 3811, January 2005 Domestic Return Receipt

Thank you for using Return Receipt Service

WALZ CERTIFIED MAILER™ FROM **WALZ**

U.S. PAT. NO. 5,501,393

9414 7266 9904 2002 9582 30

TO:

Matthew M. Bigam
366 Narrows Rd
Connellsville, PA 15425-6138

SENDER:

REFERENCE:

R84944

PS Form 3800, January 2005

TEAR ALONG THIS LINE

RETURN RECEIPT SERVICE		
	Postage	
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

Label #1
Matthew M. Bigam
366 Narrows Rd
Connellsville, PA 15425-6138
R84944

Label #2
Matthew M. Bigam
366 Narrows Rd
Connellsville, PA 15425-6138
R84944

Label #3
Matthew M. Bigam
366 Narrows Rd
Connellsville, PA 15425-6138
R84944

USPS®
Receipt for Certified Mail™
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Do Not Use for International Mail

POSTMARK OR DATE

Mailed on 6/27/14 by
Red Rock Financial Services
See Firm Book

A **FOLD AND TEAR THIS WAY** → OPTIONAL

B

Label #5

Matthew M. Bigam
366 Narrows Rd
Connellsville, PA 15425-6138
R84944

Charge Amount:

Charge To:

Label #4
Certified Article Number
9414 7266 9904 2002 9582 30
SENDERS RECORD

FOLD AND TEAR THIS WAY →

Label #6

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL™

9414 7266 9904 2002 9582 30

C

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

2. Article Number

9414 7266 9904 2002 9582 30

3. Service Type **CERTIFIED MAIL®**

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

1. Article Addressed to:

Matthew M. Bigam
366 Narrows Rd
Connellsville, PA 15425-6138
R84944 Coronado Ranch Landscape Maintenance Corporation

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) | B. Date of Delivery

C. Signature
X
☐ Agent
☐ Addressee

D. Is delivery address different from item 1?
If YES, enter delivery address below:
☐ Yes
☐ No

NTR0426

PS Form 3811, January 2005 Domestic Return Receipt

Thank you for using Return Receipt Service

WALZ CERTIFIED MAILER™ FROM **WALZ**

U.S. PAT. NO. 5,501,393

9414 7266 9904 2002 9582 23

TO:

Leah Ann Bigam
366 Narrows Rd
Connellsville, PA 15425-6138

SENDER:

REFERENCE:

R84944

PS Form 3800, January 2005

RETURN RECEIPT SERVICE		
	Postage	
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

USPS®
Receipt for Certified Mail™
No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE

Mailed on 6/27/14 by
Red Rock Financial Services
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TEAR ALONG THIS LINE

Label #1
Leah Ann Bigam
366 Narrows Rd
Connellsville, PA 15425-6138
R84944

Label #2
Leah Ann Bigam
366 Narrows Rd
Connellsville, PA 15425-6138
R84944

Label #3
Leah Ann Bigam
366 Narrows Rd
Connellsville, PA 15425-6138
R84944

A **FOLD AND TEAR THIS WAY** → OPTIONAL

B

Label #5

Leah Ann Bigam
366 Narrows Rd
Connellsville, PA 15425-6138
R84944

Charge Amount:

Charge To:

Label #4
Certified Article Number
9414 7266 9904 2002 9582 23
SENDERS RECORD

FOLD AND TEAR THIS WAY →

Label #6

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL™

9414 7266 9904 2002 9582 23

C

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

2. Article Number

9414 7266 9904 2002 9582 23

3. Service Type **CERTIFIED MAIL®**

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

1. Article Addressed to:

Leah Ann Bigam
366 Narrows Rd
Connellsville, PA 15425-6138
R84944 Coronado Ranch Landscape Maintenance Corporation

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) | B. Date of Delivery

C. Signature
X
☐ Agent
☐ Addressee

D. Is delivery address different from item 1?
If YES, enter delivery address below:
☐ Yes
☐ No

NTR0427

PS Form 3811, January 2005 Domestic Return Receipt

Thank you for using Return Receipt Service

WALZ CERTIFIED MAILER™ FROM **WALZ**

U.S. PAT. NO. 5,501,393

9414 7266 9904 2002 9582 16

Label #1

REPUBLIC SERVICES
ACCT NO. 620-2429094
P.O. BOX 98508
LAS VEGAS, NV 89193-8508
R84944

Label #2

REPUBLIC SERVICES
ACCT NO. 620-2429094
P.O. BOX 98508
LAS VEGAS, NV 89193-8508
R84944

Label #3

REPUBLIC SERVICES
ACCT NO. 620-2429094
P.O. BOX 98508
LAS VEGAS, NV 89193-8508
R84944

TO:

REPUBLIC SERVICES
ACCT NO. 620-2429094
P.O. BOX 98508
LAS VEGAS, NV 89193-8508

SENDER:

REFERENCE:

R84944

TEAR ALONG THIS LINE

PS Form 3800, January 2005

RETURN RECEIPT SERVICE		
	Postage	
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

USPS®
Receipt for Certified Mail™
No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE

Mailed on 6/27/14 by
Red Rock Financial Services
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A **FOLD AND TEAR THIS WAY** → OPTIONAL

B

Label #5

REPUBLIC SERVICES
ACCT NO. 620-2429094
P.O. BOX 98508
LAS VEGAS, NV 89193-8508
R84944

Charge Amount:

Charge To:

Label #4

Certified Article Number
9414 7266 9904 2002 9582 16
SENDERS RECORD

Label #6

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF RETURN ADDRESS. FOLD AT DOTTED LINE
CERTIFIED MAIL™

9414 7266 9904 2002 9582 16

FOLD AND TEAR THIS WAY →

C

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

2. Article Number

9414 7266 9904 2002 9582 16

3. Service Type **CERTIFIED MAIL®**

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

1. Article Addressed to:

REPUBLIC SERVICES
ACCT NO. 620-2429094
P.O. BOX 98508
LAS VEGAS, NV 89193-8508
R84944 Coronado Ranch Landscape Maintenance Corporation

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature
X
☐ Agent
☐ Addressee

D. Is delivery address different from item 1?
If YES, enter delivery address below:
☐ Yes
☐ No

NTR0428

PS Form 3811, January 2005 Domestic Return Receipt

Thank you for using Return Receipt Service

WALZ CERTIFIED MAILER™ FROM **WALZ**

U.S. PAT. NO. 5,501,393

9414 7266 9904 2002 9582 09

Label #1

NATIONSTAR MORTGAGE, LLC

350 HIGHLAND DRIVE
LEWISVILLE, TX 75067
R84944

Label #2

NATIONSTAR MORTGAGE, LLC

350 HIGHLAND DRIVE
LEWISVILLE, TX 75067
R84944

Label #3

NATIONSTAR MORTGAGE, LLC

350 HIGHLAND DRIVE
LEWISVILLE, TX 75067
R84944

TO:

NATIONSTAR MORTGAGE, LLC

350 HIGHLAND DRIVE
LEWISVILLE, TX 75067

SENDER:

REFERENCE:

R84944

PS Form 3800, January 2005

TEAR ALONG THIS LINE

RETURN RECEIPT SERVICE	Postage	
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

USPS®
Receipt for Certified Mail™
No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE

Mailed on 6/27/14 by
Red Rock Financial Services
See Firm Book

A FOLD AND TEAR THIS WAY ⟶ OPTIONAL

B

Certified Article Number 9414 7266 9904 2002 9582 09 SENDERS RECORD

Label #4

Label #5

NATIONSTAR MORTGAGE, LLC

350 HIGHLAND DRIVE
LEWISVILLE, TX 75067
R84944

Charge Amount:

Charge To:

FOLD AND TEAR THIS WAY ⟶

Label #6

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL™

9414 7266 9904 2002 9582 09

C

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

2. Article Number

9414 7266 9904 2002 9582 09

3. Service Type **CERTIFIED MAIL®**

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

1. Article Addressed to:

NATIONSTAR MORTGAGE, LLC

350 HIGHLAND DRIVE
LEWISVILLE, TX 75067
R84944 Coronado Ranch Landscape Maintenance Corporation

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X

☐ Agent
☐ Addressee

D. Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes
☐ No

NTR0429

PS Form 3811, January 2005 Domestic Return Receipt

Thank you for using Return Receipt Service

RFS
RED ROCK FINANCIAL SERVICES
4775 W. Teco Avenue, Suite 140
Las Vegas, NV 89118

1152

UNITED STATES POSTAL SERVICE
02 1R $ 00.48°
0008580453 JUN 17 2019
MAILED FROM ZIP CODE 89118

Leah Ann Bigam
140 North 1st Street
Connellsville, PA 15425
R84944

NIXIE 232 SC 1000 0007/05/19
RETURN TO SENDER
NO SUCH NUMBER
UNABLE TO FORWARD
BC: 89118435040 *0579-08 NTR0133 -40

R84944

NTR0134

RRFS
RED ROCK FINANCIAL SERVICES
4775 W. Teco Avenue, Suite 140
Las Vegas, NV 89118

N 3M

UNITED STATES POSTAL SERVICE
02 1P $ 00.48°
0008580453 JUN 27 2014
MAILED FROM ZIP CODE 89118

RFS

R84944

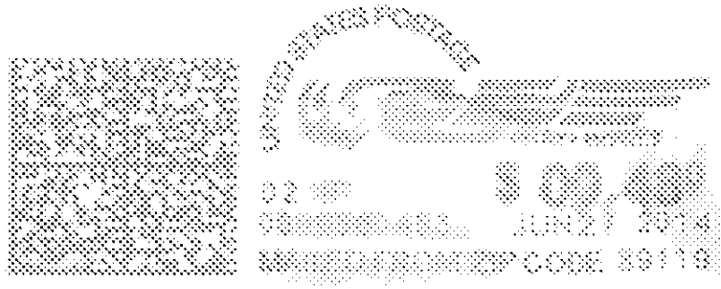
Matthew M. Bigam
140 North 1st Street
Connellsville, PA 15425
R84944

NIXIE 152 SE 1000 0007/05/14
RETURN TO SENDER
NO SUCH NUMBER
UNABLE TO FORWARD
BC: 89118436848 *0579-08 NTR0135 -48

RRFS

RED ROCK FINANCIAL SERVICES

4775 W. Teco Avenue, Suite 140
Las Vegas, NV 89118



884944

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.,
AS NOMINEE

C/O REPUBLIC MORTGAGE LLC, DBA REPUBLIC
MORTGAGE
9580 WEST SAHARA AVENUE #200
LAS VEGAS, NV 89117
884944

NIXIE 891 SE 1000 0007/03/14

RETURN TO SENDER
VACANT
UNABLE TO FORWARD

BC: 89118436040 *0579-08280-03-40

884944

NTR0137

RFS
RED ROCK FINANCIAL SERVICES
4775 W. Teco Avenue, Suite 140
Las Vegas, NV 89118

$00.48
02 1R
0006500453 JUN 07 2013
MAILED FROM ZIP CODE 89118

NTR0139

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.,
AS NOMINEE

C/O REPUBLIC MORTGAGE LLC, ATTN: FOLLOW-UP DOCS
9880 WEST SAHARA AVENUE #200
LAS VEGAS, NV 89117
884944

NIXIE 891 SE 1000 0007/03/13
RETURN TO SENDER
VACANT
UNABLE TO FORWARD
BC: 89118426046 *0576-05293-27-40

884944

2. Article Number

9414 7266 9904 2002 9582 09

3. Service Type **CERTIFIED MAIL®**

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

1. Article Addressed to:

NATIONSTAR MORTGAGE, LLC

350 HIGHLAND DRIVE
LEWISVILLE, TX 75067
R84944 Coronado Ranch Landscape Maintenance Corporation

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) | B. Date of Delivery

Nationstar Mail Room

RECEIVED

C. Signature

X ☐ Agent ☐ Addressee

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Date: _____

R84944

NTR0140

PS Form 3811, January 2005 Domestic Return Receipt

UNITED STATES POSTAL SERVICE®

First-Class Mail®
Postage & Fees Paid
USPS®
Permit No. G-10

● PRINT YOUR NAME, ADDRESS AND ZIP CODE BELOW ●

RED ROCK FINANCIAL SERVICES
4775 WEST TECO AVE SUITE 140
LAS VEGAS NV 89118

NTRO 14

2. Article Number

9414 7266 9904 2002 9583 0A

3. Service Type **CERTIFIED MAIL®**

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

1. Article Addressed to:

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE

P.O. BOX 2026
FLINT, MI 48501-2026
R84944 Coronado Ranch Landscape Maintenance Corporation

R84944

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X Michael LaLonde

☐ Agent
☐ Addressee

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

NTR0142

PS Form 3811, January 2005 Domestic Return Receipt

UNITED STATES POSTAL SERVICE®

First-Class Mail®
Postage & Fees Paid
USPS®
Permit No. G-10

● PRINT YOUR NAME, ADDRESS AND ZIP CODE BELOW ●

RED ROCK FINANCIAL SERVICES
4775 WEST TECO AVE SUITE 140
LAS VEGAS NV 89118

NTR0143

CERTIFIED MAIL

RFS
RED ROCK FINANCIAL SERVICES
4775 W. Teco Avenue, Suite 140
Las Vegas, NV 89118

9414 7266 9904 2002 9583 60

$06.48
02 1R
0008580453 JUN 27 20
MAILED FROM ZIP CODE 891

NTR0144

Matthew M. Bigam
140 North 1st Street
Connellsville, PA 15425
R84944

RETURN TO SENDER
ATTEMPTED - NOT KNOWN
UNABLE TO FORWARD

R84944

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

Thank you for using Return Receipt Service

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) B. Date of Delivery

C. Signature ☐ Agent ☐ Addressee

X

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

2. Article Number

9414 7266 9904 2002 9583 60

3. Service Type CERTIFIED MAIL®

4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:

Matthew M. Pigeon
140 North 1st Street
Connellsville, PA 15425
884944 Coronado Ranch Landscape Maintenance Corporation

PS Form 3811, January 2005 Domestic Return Receipt

Thank you for using Return Receipt Service

CERTIFIED MAIL

RRFS
RED ROCK FINANCIAL SERVICES
4775 W. Teco Avenue, Suite 140
Las Vegas, NV 89118

9414 7266 9904 2002 9583 84

$06.48°
02 1R
0008500453 JUN 27 2014
MAILED FROM ZIP CODE 89118

Leah Ann Bigam
7883 Tahoe Ridge Court
Las Vegas, NV 89139
R84944

NIXIE 891 SE 1009 2287/06/14
RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD
*0379-07[illegible]-40

R84944

0313064260

NTR0146

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

2. Article Number

9414 7266 9904 2002 9583 84

3. Service Type CERTIFIED MAIL®

4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:

Leah Ann Bigam
7583 Tahoe Ridge Court
Las Vegas, NV 89130
R84944 Coronado Ranch Landscape Maintenance Corporation

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

☐ Agent
☐ Addressee

PS Form 3811, January 2005 Domestic Return Receipt

Thank you for using Return Receipt Service

RRFS
RED ROCK FINANCIAL SERVICES
4775 W. Teco Avenue, Suite 140
Las Vegas, NV 89118

9414 7266 9904 2002 9583 91

$06.48
03 18
0006580453 JUN 27 20
MAILED FROM ZIP CODE 891

NTR0148

RECEIVED
JUN 10

Matthew M. Bigum
7883 Tahoe Ridge Court
Las Vegas, NV 89139
R84944

UTF

N1X1E 891 65 1003 2207/06/24

RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

*0519-08264-27-40

R84944

PLEASE FEED MORE SLOWLY AND STRAIGHT
FOR PROPER PROCESSING

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) B. Date of Delivery

C. Signature

X

☐ Agent
☐ Addressee

D. Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes
☐ No

2. Article Number

7114 7266 7904 2002 4583 91

3. Service Type CERTIFIED MAIL™

4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:

Matthew M. Bigam
7883 Tahoe Ridge Court
Las Vegas, NV 89139
RS4044 Coronado Ranch Landscape Maintenance Corporation

PS Form 3811, January 2005 Domestic Return Receipt

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

Thank you for using Return Receipt Service

Thank you for using Return Receipt Service

RRFS
RED ROCK FINANCIAL SERVICES
4775 W. Teco Avenue, Suite 140
Las Vegas, NV 89118

$ 00.48[0]
02 1P
0006860453 JUN 27 2014
MAILED FROM ZIPCODE 89119

Matthew M. Bigam
7883 Tahoe Ridge Court
Las Vegas, NV 89139
R84944

NIXIE 891 DE 1805 2207/06/14
RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD
*0379-08391-17-40

R84944

NTR0150

2. Article Number

9414 7266 9904 2002 9582 78

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

JUN 30 2014

C. Signature

x Ronda G Ray

Agent

Addressee

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

NTR0152

3. Service Type CERTIFIED MAIL®

4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE

1901 E VOORHEES STREET, SUITE C
DANVILLE, IL 61834
R84944 Coronado Ranch Landscape Maintenance Corporation

R84944

PS Form 3811, January 2005 Domestic Return Receipt

UNITED STATES POSTAL SERVICE®

CHAMPAIGN IL 618

30 JUN 2014 PM 2 L

First-Class Mail®
Postage & Fees Paid
USPS®
Permit No. G-10

● PRINT YOUR NAME, ADDRESS AND ZIP CODE BELOW ●

RED ROCK FINANCIAL SERVICES
4775 WEST TECO AVE SUITE 140
LAS VEGAS NV 89118

NTR0158

2. Article Number

9414 7266 9904 2002 9582 16

3. Service Type **CERTIFIED MAIL®**

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

1. Article Addressed to:

REPUBLIC SERVICES

ACCT NO. 620-2429094
P.O. BOX 98508
LAS VEGAS, NV 89193-8508
R84944 Coronado Ranch Landscape Maintenance Corporation

R84944

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) KREA

B. Date of Delivery JUN 30 2014

C. Signature X

☐ Agent
☐ Addressee

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

NTR0154

PS Form 3811, January 2005 Domestic Return Receipt

UNITED STATES POSTAL SERVICE®

First-Class Mail®
Postage & Fees Paid
USPS®
Permit No. G-10

● PRINT YOUR NAME, ADDRESS AND ZIP CODE BELOW ●

RED ROCK FINANCIAL SERVICES
4775 WEST TECO AVE SUITE 140
LAS VEGAS NV 89118

NTR0155

2. Article Number

7414 7266 9904 2002 9581 93

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery 6/30

C. Signature

X

☐ Agent
☐ Addressee

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

NTR0156

3. Service Type **CERTIFIED MAIL®**

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

1. Article Addressed to:

State of Nevada Ombudsman for Common-Interest Communities

Attention: Sharon Jackson
2501 East Sahara Avenue, Suite 202
Las Vegas, NV 89104-4137
R84944 Coronado Ranch Landscape Maintenance Corporation

PS Form 3811, January 2005 Domestic Return Receipt

UNITED STATES POSTAL SERVICE®

First-Class Mail®
Postage & Fees Paid
USPS®
Permit No. G-10

● PRINT YOUR NAME, ADDRESS AND ZIP CODE BELOW ●

RED ROCK FINANCIAL SERVICES
4775 WEST TECO AVE SUITE 140
LAS VEGAS NV 89118

NTR0157

CERTIFIED MAIL

RFS
RED ROCK FINANCIAL SERVICES
4775 W. Teco Avenue, Suite 140
Las Vegas, NV 89118

9414 7266 9904 2002 9582 61

02 1R $06.48[0]
0008680463 JUN 27 2014
MAILED FROM ZIPCODE 89118

LEAH ANN BIGAM

C/O MATTHEW M. BIGAM
1050 E. CACTUS AVENUE #10
LAS VEGAS, NV 89183
884944

NIXIE 891 SE 1 00 0007/09/14
RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

BC: 89118438040 *0679-0[illegible]7-41

884944

NTR0160

Thank you for using Return Receipt Service.

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

2. Article Number

9414 7266 9904 2002 9582 61

3. Service Type **CERTIFIED MAIL®**

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

1. Article Addressed to:

LEAH ANN BIGAM

C/O MATTHEW M. BIGAM
1050 E. CACTUS AVENUE #1064
LAS VEGAS, NV 89183
R84944 Coronado Ranch Landscape Maintenance Corporation

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) | B. Date of Delivery

C. Signature

X ☐ Agent ☐ Addressee

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

PS Form 3811, January 2005 Domestic Return Receipt

Thank you for using Return Receipt Service.

NTR0161

CERTIFIED MAIL

RFS
RED ROCK FINANCIAL SERVICES
4775 W. Teco Avenue, Suite 140
Las Vegas, NV 89118

9414 7266 9904 2002 9583 22

02 1R $06.48⁰
0006580463 JUN 27 2014
MAILED FROM ZIP CODE 89118

Leah Ann Bigam
1050 E. Cactus Ave #1064
Las Vegas, NV 89183
R84944

NIXIE 891 SE 1 00 0007/09/14
RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

BC: 89118436040 *8579-07837-27-40

R84944

NTR0162

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

2. Article Number

9434 7266 9904 2002 9583 22

3. Service Type CERTIFIED MAIL®

4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:

Leah Ann Bigom
8050 E. Cactus Ave #1864
Las Vegas, NV 89183
RS4944 Coronado Ranch Landscape Maintenance Corporation

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X

☐ Agent
☐ Addressee

D. Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes
☐ No

PS Form 3811, January 2005

Domestic Return Receipt

CERTIFIED MAIL

RFS
RED ROCK FINANCIAL SERVICES
4775 W. Teco Avenue, Suite 140
Las Vegas, NV 89118

9414 7266 9904 2002 9583 39

02 1R $06.48°
0006580493 JUN 27 2014
MAILED FROM ZIP CODE 89118

Matthew M. Bigam
1050 E. Cactus Ave #1064
Las Vegas, NV 89183
884944

NIXIE 891 SE 1009 0007/09/14
RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

BC: 89118436040 *0379-03956-27-40

R84944

NTR0164

COMPLETE THIS SECTION ON DELIVERY
A. Received by (Please Print Clearly)
B. Date of Delivery
C. Signature
Agent
Addressee
X
D. Is delivery address different from item 1?
If YES, enter delivery address below:
Yes
No
2. Article Number
9414 7266 9904 2002 9583 39
3. Service Type CERTIFIED MAIL®
4. Restricted Delivery? (Extra Fee)
Yes
1. Article Addressed to:
Matthew M. Biggan
3050 E. Cactus Ave #1004
Las Vegas, NV 89183
B84948 Coronado Ranch Landscape Maintenance Corporation
PS Form 3811, January 2005
Domestic Return Receipt
RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION
Thank you for using Return Receipt Service
Thank you for using Return Receipt Service

RFS
RED ROCK FINANCIAL SERVICES
4775 W. Teco Avenue, Suite 140
Las Vegas, NV 89118

9414 7266 9904 2002 9583 15

$ 06.48
02 1R
0006580453 JUN 27 2014
MAILED FROM ZIPCODE 89118

NTR0166

MATTHEW M. BIGAM

1050 E. CACTUS AVE
LAS VEGAS, NV 8918
884944

89118 891 SE 1409 0607/09/14

RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

BC: 89118436040 *0579-08018-27-40

R 884944

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

C

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

2. Article Number

9414 7266 9904 2002 9583 15

3. Service Type CERTIFIED MAIL®

4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:

MATTHEW M. BIGAM

1050 E. CACTUS AVENUE #1064
LAS VEGAS, NV 89183
B84944 Coronado Ranch Landscape Maintenance Corporation

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X

☐ Agent
☐ Addressee

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

PS Form 3811, January 2005 Domestic Return Receipt

Thank you for using Return Receipt Service

NTR0167

RRFS
RED ROCK FINANCIAL SERVICES
4775 W. Teco Avenue, Suite 140
Las Vegas, NV 89118

$ 00.48
02 1P
000680483 JUN 27 2014
MAILED FROM ZIP CODE 89118

Leah Ann Bigam
7883 Tahoe Ridge Court
Las Vegas, NV 89139
R84944

NIXIE 891 DE 1000 2207/08/14
RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD
*0579-08213-27-49

R84944

NTR0168

RFS
RED ROCK FINANCIAL SERVICES
4775 W. Teco Avenue, Suite 140
Las Vegas, NV 89118

FIRST-CLASS POSTAGE
$00.48
02 1R
0006900453 JUN 27 2014
MAILED FROM ZIP CODE 89118

Leah Ann Bigam
1050 E. Cactus Ave #1064
Las Vegas, NV 89183
R84944

NIXIE 891 SE 1000 0007/08/14
RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD
BC: 89118436040 *0579-00772-27-42

R 84944

NTR0170

RRFS

RED ROCK FINANCIAL SERVICES

4775 W. Teco Avenue, Suite 140
Las Vegas, NV 89118

$00.48

02 1R
0008580453 JUN 27 20

MAILED FROM ZIP CODE 891

NTR0171

LEAH ANN BIGAM

C/O MATTHEW M. BIGAM
1050 E. CACTUS AVENUE #1064
LAS VEGAS, NV 89183
884944

NIXIE 891 SE 1 000 0007/08/14

RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD

BC: 89118436048 *0579-05245-27-48

L 84944

RFS

RED ROCK FINANCIAL SERVICES

4775 W. Teco Avenue, Suite 140
Las Vegas, NV 89118

$00.48°
02 1R
0006580453 JUN 17 20
MAILED FROM ZIP CODE 891

NTR0172

MATTHEW M. BICAM

1050 E. CACTUS AVENUE #1064
LAS VEGAS, NV 89183
RS4944

NIXIE 891 SE 1009 0007/09/14

RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD

BC: 89118436040 *0579-05457-27-40

R84944

RFS
RED ROCK FINANCIAL SERVICES
4775 W. Teco Avenue, Suite 140
Las Vegas, NV 89118

$ 00.48°
02 1R
0006560438 JUN 27 2014
MAILED FROM ZIP CODE 891

NTR0173

Matthew M. Bigam
1050 E. Cactus Ave #1064
Las Vegas, NV 89183
R64944

NIXIE 891 SE 1999 0007/09/14
RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD
BC: 89118436040 *0579-08677-27-40

R64944

EXHIBIT 7-2

EXHIBIT 7-2

Inst #: 20140626-0003624
Fees: $18.00
N/C Fee: $0.00
06/26/2014 02:51:34 PM
Receipt #: 2070356
Requestor:
RED ROCK FINANCIAL SERVICES
Recorded By: ECM Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

Assessor Parcel Number: 176-11-311-013
File Number: R84944
Property Address: 7883 Tahoe Ridge Ct
Las Vegas, NV 89139

NOTICE OF FORECLOSURE SALE
UNDER THE LIEN FOR DELINQUENT ASSESSMENTS

Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.

WARNING! A SALE OF YOUR PROPERTY IS IMMINENT! UNLESS YOU PAY THE AMOUNT SPECIFIED IN THIS NOTICE BEFORE THE SALE DATE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE. YOU MUST ACT BEFORE THE SALE DATE. IF YOU HAVE ANY QUESTIONS, PLEASE CALL RED ROCK FINANCIAL SERVICES AT (702) 932-6887 or (702) 215-8130. IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMAN'S OFFICE, NEVADA REAL ESTATE DIVISION AT (877) 829-9907 IMMEDIATELY.

Red Rock Financial Services officially assigned as agent by the Coronado Ranch Landscape Maintenance Corporation under the Lien for Delinquent Assessments. **YOU ARE IN DEFAULT UNDER THE LIEN FOR DELINQUENT ASSESSMENTS**, recorded on 04/26/2011 in Book Number 20110426 as Instrument Number 0002234 reflecting MATTHEW M. BIGAM, LEAH ANN BIGAM as the owner(s) of record. **UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT PUBLIC SALE.** If you need an explanation of the nature of the proceedings against you, you should contact an attorney.

The Notice of Default and Election to Sell Pursuant to the Lien for Delinquent Assessments was recorded on 06/21/2011 in Book Number 20110621 as Instrument Number 0002390 of the Official Records in the Office of the Recorder.

NOTICE IS HEREBY GIVEN: That on ***07/21/2014***, at ***10:00 a.m.*** at the front entrance of the Nevada Legal News located at 930 South Fourth Street, Las Vegas, Nevada 89101, that the property commonly known as 7883 Tahoe Ridge Ct, Las Vegas, NV 89139 and land legally described as PROMONTORY 5 PLAT BOOK 126 PAGE 34 LOT 13 BLOCK 1 of the Official Records in the Office of the County Recorder of Clark County, Nevada, will sell at public auction to the highest bidder, for cash

Assessor Parcel Number: 176-11-311-013
File Number: R84944
Property Address: 7883 Tahoe Ridge Ct
Las Vegas, NV 89139

payable at the time of sale in lawful money of the United States, by cash, a cashier's check drawn by a state or national bank, a cashier's check drawn by a state or federal credit union, state or federal savings and loan association or savings association authorized to do business in the State of Nevada, in the amount of **$2,825.99** as of 6/26/2014, which includes the total amount of the unpaid balance and reasonably estimated costs, expenses and advances at the time of the initial publication of this notice. Any subsequent Association assessments, late fees interest, expenses or advancements, if any, of the Association or its Agent, under the terms of the Lien for Delinquent Assessments shall continue to accrue until the date of the sale. The property heretofore described is being sold "as is".

The sale will be made without covenant or warranty, expressed or implied regarding, but not limited to, title or possession, encumbrances, obligations to satisfy any secured or unsecured liens or against all right, title and interest of the owner, without equity or right of redemption to satisfy the indebtedness secured by said Lien, with interest thereon, as provided in the Declaration of Covenants, Conditions and Restrictions, recorded on 08/25/2000, in Book Number 20000825, as Instrument Number 02301 of the Official Records in the Office of the Recorder and any subsequent amendments or updates that may have been recorded.

Dated: June 26, 2014

Prepared By Christie Marling, Red Rock Financial Services, on behalf of Coronado Ranch Landscape Maintenance Corporation

STATE OF NEVADA)
COUNTY OF CLARK)

On June 26, 2014, before me, personally appeared Christie Marling, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Reinstatement Information: (702) 483-2996 or **Sale Information:** (714) 573-7777

When Recorded Mail To:
Red Rock Financial Services
4775 W. Teco Avenue, Suite 140
Las Vegas, Nevada 89118
(702) 483-2996 or (702) 932-6887

ANNA ROMERO
Notary Public State of Nevada
No. 12-7487-1
My appt. exp. Apr. 20 2016

EXHIBIT 8

EXHIBIT 8

Inst #: 20150423-0002845
Fees: $18.00
N/C Fee: $0.00
04/23/2015 03:58:52 PM
Receipt #: 2397134
Requestor:
LAW OFFICE OF MIKE BEEDE
Recorded By: BERRYS Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

2

RECORDING COVER PAGE

(Must be typed or printed clearly in BLACK ink only and avoid printing in the 1" margins of document)

APN# 176-11-311-013

(11 digit Assessor's Parcel Number may be obtained at: http://redrock.co.clark.nv.us/assrrealprop/ownr.aspx)

TITLE OF DOCUMENT

(DO NOT Abbreviate)

Notice of Lis Pendens

Document Title on cover page must appear EXACTLY as the first page of the document to be recorded.

RECORDING REQUESTED BY:

Mike Beede, Esq.

RETURN TO: Name Law Office of Mike Beede

Address 2300 W. Sahara Ave. Suite 420

City/State/Zip Las Vegas, NV 89102

MAIL TAX STATEMENT TO: (Applicable to documents transferring real property)

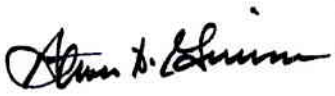
Name _____

Address _____

City/State/Zip _____

This page provides additional information required by NRS 111.312 Sections 1-2.
An additional recording fee of $1.00 will apply.
To print this document properly, do not use page scaling.
Using this cover page does not exclude the document from assessing a noncompliance fee.
P:\Common\Forms & Notices\Cover Page Template Feb2014

Electronically Filed
04/16/2015 03:54:11 PM



CLERK OF THE COURT

LIS
The Law Office of Mike Beede, PLLC
Michael Beede, Esq.
Nevada State Bar No. 13068
2300 W. Sahara Ave. #420
Las Vegas, NV 89102
T: 702-473-8406
F: 702-832-0248
Attorney for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

ANTHONY S. NOONAN IRA LLC, Plaintiffs, vs. MATTHEW BIGAM, et al. Defendants.	CASE NO. A-14-710465-C DEPT NO. I **NOTICE OF LIS PENDENS**

Please take notice pursuant to NRS 14.010, an action has been filed by the Plaintiff, ANTHONY S. NOONAN IRA LLC, regarding title and possession to the real property commonly known as, 7883 TAHOE RIDGE CT. LAS VEGAS, NV 89139 and legally described as, PROMONTORY 5, PLAT BOOK 126, PAGE 34, LOT 13 BLOCK 1.

LAW OFFICE OF MICHAEL BEEDE

BY: /s/ Michael Beede

MICHAEL BEEDE, ESQ.
Law Office of Michael Beede
2300 W. Sahara Ave., #420
Las Vegas, NV 89102
Phone: 702-473-8406
Fax: 702-832-0248

EXHIBIT 9

EXHIBIT 9

RRFS
RED ROCK FINANCIAL SERVICES

Red Rock Financial Services

Accounting Ledger

Information as of: July 09, 2014

Account Number: 84944
Association: Coronado Ranch Landscape Maintenance Corporation
Property Address: 7883 Tahoe Ridge Ct, Las Vegas, NV 89139
Ledger Balance: $2,825.99
Homeowner(s): Matthew M. Bigam;Leah Ann Bigam;Leah Ann Bigam;Matthew M. Bigam;Matthew M. Bigam;Leah Ann Bigam;Matthew M. Bigam;Leah Ann Bigam;MATTHEW M. BIGAM;MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE;MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE;MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE;MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE;LEAH ANN BIGAM;Matthew Bigam;Leah Bigam;Matthew Bigam;Leah Bigam;REPUBLIC SERVICES;NATIONSTAR MORTGAGE, LLC;State of Nevada Ombudsman for Common-Interest Communities

Posting	Description	Amount	Balance	Pmt Ref	Memo
3/8/2007	Capital Contribution - Operating	$100.00	$100.00		Capital Contribution - Operating
3/8/2007	Association Mgmt Payment	($100.00)	$0.00		Batch Post
1/1/2008	Annual Assessment	$156.00	$156.00		Annual Assessment
1/7/2008	Association Mgmt Payment	($156.00)	$0.00	01839	Lockbox Payment
1/1/2009	Annual Assessment	$156.00	$156.00		Annual Assessment
1/1/2009	Annual Assessment	$39.00	$195.00		Annual Assessment
3/18/2009	Association Mgmt Payment	($195.00)	$0.00	02201	Lockbox Payment
1/1/2010	Annual Assessment	$216.00	$216.00		Annual Assessment
4/8/2010	Association Mgmt Payment	($216.00)	$0.00	040810	RRFS PIF 03/10
1/1/2011	Annual Assessment	$216.00	$216.00		Annual Assessment
1/15/2011	Late Fees	$25.00	$241.00		Late Fees
4/7/2011	Mailing Costs	$7.98	$248.98		Bigam/Matthew M.
4/7/2011	Intent to Lien Letter	$125.00	$373.98		
4/7/2011	Mailing Costs	$7.98	$381.96		Bigam/Leah Ann
4/20/2011	Mailing Costs	$7.98	$389.94		Bigam/Matthew M.
4/20/2011	Lien for Delinquent Assessment	$275.00	$664.94		
4/20/2011	Lien Release	$30.00	$694.94		
4/20/2011	Lien Recording Costs	$28.00	$722.94		
4/20/2011	Mailing Costs	$7.98	$730.92		Bigam/Leah Ann
4/29/2011	Association Interest	$0.95	$731.87		
5/11/2011	Payoff Demand	$150.00	$881.87		Pacific Coast Title
5/30/2011	Association Interest	$0.95	$882.82		
6/6/2011	Intent to NOD	$90.00	$972.82		
6/17/2011	Notice of Default	$375.00	$1,347.82		
6/17/2011	Trustee Sale Guarantee	$290.00	$1,637.82		

RRFS
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Posting	Description	Amount	Balance	Pmt Ref	Memo
6/17/2011	NOD Mailing Costs	$79.80	$1,717.62		
6/17/2011	NOD Release	$30.00	$1,747.62		
6/17/2011	NOD Recording Costs	$14.00	$1,761.62		
6/17/2011	NOD Release Recording Costs	$14.00	$1,775.62		
6/17/2011	NOD Mailing Charges Adjustment	($15.96)	$1,759.66		
6/29/2011	Association Interest	$0.95	$1,760.61		
7/30/2011	Association Interest	$0.95	$1,761.56		
8/10/2011	Payoff Demand	$150.00	$1,911.56		Miles Legal
8/29/2011	Intent to NOS	$90.00	$2,001.56		
8/29/2011	Association Interest	$0.95	$2,002.51		
9/29/2011	Association Interest	$0.95	$2,003.46		
10/30/2011	Association Interest	$0.95	$2,004.41		
11/29/2011	Intent to Conduct Foreclosure	$25.00	$2,029.41		
11/30/2011	Association Interest	$0.95	$2,030.36		
12/22/2011	Red Rock Partial Payment	($300.00)	$1,730.36	PC 138	Partial payment
12/30/2011	Association Interest	$0.95	$1,731.31		
1/1/2012	Annual Assessment	$216.00	$1,947.31		Annual Assessment
1/1/2012	Late Fees	$25.00	$1,972.31		Late Fees
1/1/2012	Late Fees	($25.00)	$1,947.31		Late Fees
1/4/2012	Payment Plan	$30.00	$1,977.31		
1/15/2012	Late Fees	$25.00	$2,002.31		Late Fees
1/19/2012	Red Rock Partial Payment	($300.00)	$1,702.31	CC 003827773	Partial payment
1/29/2012	Association Interest	$0.95	$1,703.26		
2/21/2012	Red Rock Partial Payment	($300.00)	$1,403.26	CC 003828169	Partial Payment
3/1/2012	Association Interest	$1.59	$1,404.85		

RRFS
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Posting	Description	Amount	Balance	Pmt Ref	Memo
3/27/2012	Red Rock Partial Payment	($300.00)	$1,104.85	CC 003967034	Partial payment
4/1/2012	Association Interest	$0.84	$1,105.69		
4/30/2012	Payment Breach Letter	$25.00	$1,130.69		
4/30/2012	Association Interest	$0.53	$1,131.22		
5/30/2012	Association Interest	$1.48	$1,132.70		
6/30/2012	Association Interest	$1.48	$1,134.18		
7/30/2012	Association Interest	$1.48	$1,135.66		
8/21/2012	Intent to Conduct Foreclosure	$25.00	$1,160.66		
8/29/2012	Association Interest	$1.48	$1,162.14		
9/29/2012	Association Interest	$1.48	$1,163.62		
10/30/2012	Association Interest	$1.48	$1,165.10		
11/29/2012	Association Interest	$1.48	$1,166.58		
12/30/2012	Association Interest	$1.48	$1,168.06		
1/1/2013	Annual Assessment	$216.00	$1,384.06		Annual Assessment
1/29/2013	Association Interest	$1.48	$1,385.54		
1/30/2013	Payoff Demand	$150.00	$1,535.54		Horizon Title
3/1/2013	Association Interest	$2.43	$1,537.97		
4/1/2013	Association Interest	$2.43	$1,540.40		
4/29/2013	Association Interest	$2.43	$1,542.83		
5/30/2013	Association Interest	$2.43	$1,545.26		
6/30/2013	Association Interest	$2.43	$1,547.69		
7/30/2013	Association Interest	$2.43	$1,550.12		
8/30/2013	Association Interest	$2.43	$1,552.55		
9/30/2013	Association Interest	$2.43	$1,554.98		
10/30/2013	Association Interest	$2.43	$1,557.41		

RRFS
RED ROCK FINANCIAL SERVICES

Red Rock Financial Services

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Posting	Description	Amount	Balance	Pmt Ref	Memo
11/29/2013	Association Interest	$2.43	$1,559.84		
12/30/2013	Association Interest	$2.43	$1,562.27		
1/1/2014	Annual Assessment	$216.00	$1,778.27		Annual Assessment
1/15/2014	Late Fees	$25.00	$1,803.27		Late Fees
1/29/2014	Association Interest	$2.43	$1,805.70		
3/1/2014	Association Interest	$3.38	$1,809.08		
4/1/2014	Association Interest	$3.38	$1,812.46		
4/8/2014	Intent to Conduct Foreclosure	$25.00	$1,837.46		
4/29/2014	Association Interest	$2.85	$1,840.31		
5/30/2014	Association Interest	$2.85	$1,843.16		
6/26/2014	NOS Mailing Costs	$8.96	$1,852.12		
6/26/2014	NOS Mailing Costs	$8.96	$1,861.08		
6/26/2014	NOS Mailing Costs	$8.96	$1,870.04		
6/26/2014	NOS Mailing Costs	$8.96	$1,879.00		
6/26/2014	NOS Mailing Costs	$8.96	$1,887.96		
6/26/2014	NOS Mailing Costs	$8.96	$1,896.92		
6/26/2014	NOS Mailing Costs	$8.96	$1,905.88		
6/26/2014	NOS Mailing Costs	$8.96	$1,914.84		
6/26/2014	NOS Mailing Costs	$8.96	$1,923.80		
6/26/2014	NOS Mailing Costs	$8.96	$1,932.76		
6/26/2014	NOS Mailing Costs	$8.96	$1,941.72		
6/26/2014	NOS Mailing Costs	$8.96	$1,950.68		
6/26/2014	NOS Mailing Costs	$8.96	$1,959.64		
6/26/2014	NOS Mailing Costs	$8.96	$1,968.60		
6/26/2014	NOS Mailing Costs	$8.96	$1,977.56		

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Posting	Description	Amount	Balance	Pmt Ref	Memo
6/26/2014	NOS Mailing Costs	$8.96	$1,986.52		
6/26/2014	NOS Mailing Costs	$8.96	$1,995.48		
6/26/2014	NOS Mailing Costs	$8.96	$2,004.44		
6/26/2014	NOS Mailing Costs	$8.96	$2,013.40		
6/26/2014	NOS Mailing Costs	$8.96	$2,022.36		
6/26/2014	NOS Mailing Costs	$8.96	$2,031.32		
6/26/2014	Notice of Sale	$275.00	$2,306.32		
6/26/2014	Publishing and Posting Costs	$496.67	$2,802.99		
6/26/2014	NOS Recording Costs	$23.00	$2,825.99		

Exhibit 10

AFFIDAVIT OF ANTHONY S. NOONAN IRA LLC

COUNTY OF CLARK)

) ss.

STATE OF NEVADA)

1. My name is Anthony S. Noonan. I am a manager for Anthony S. Noonan IRA, LLC (the "ASN LLC") and have acted in that capacity since ASN LLC was chartered by the Nevada Secretary of State in 2009.
2. ASN LLC is involved in the business of purchasing, renting and selling real property in Nevada.
3. I have acquired multiple properties, including at both first deed of trust and HOA foreclosure sale auctions, on behalf of ASN LLC since 2009.
4. On July 21, 2014 the property located at 7883 Tahoe Ridge Ct, Las Vegas, NV 89139 (the "Subject Property") was auctioned for sale by Red Rock Financial Services (RRFS) on behalf of the Coronado Ranch Landscape Maintenance Corporation (the "HOA").
5. Either the day before, or the morning of, the auction by RRFS, I performed my normal due diligence on all the properties to be auctioned on July 21, 2014, including the Subject Property.
6. As part of my due diligence I input the parcel number for the Subject Property into the Clark County Recorder's online search function to see what liens were recorded against the Subject Property.
7. I did not see a lis pendens, lien release, or other document indicating that any partial payment of the super-priority lien had been made or attempted. See attached Exhibit A for a screen shot of the Clark County Recording office's index for the subject property on July 20, 2014. Attached Exhibit B is a current screen shot of all recordings made on the Subject Property as of March 29, 2016.
8. On the day of the auction I appeared in person and made several bids on the Subject Property including the high bid in the amount of $50,100. I immediately paid for the Subject Property with cashier's checks and subsequently recorded the foreclosure deed to the Subject Property on July 25, 2014.

9. As of the date of auction and the date of recording of the HOA deed to the Subject Property I had no knowledge of any attempted partial payment of the superpriority lien to the HOA in advance of the foreclosure sale.

10. Several months prior to the auction of the Subject Property I made a verbal commitment to the other Plaintiffs in this action to acquire properties at HOA foreclosure sales in a joint venture arrangement.

11. I did not discuss the auction of the Subject Property with them prior to the sale.

12. Immediately following the sale I called the other Plaintffs and advised them of the purchase of the Subject Property.

13. I did not become aware of any potential disputes between the HOA and the any lender until Defendants made their 16.1 disclosures.

DATED this 29th day of March, 2016.

ANTHONY S. NOONAN
Manager for Anthony S. Noonan IRA LLC

SUBSCRIBED and SWORN to before me
this 29 day of March, 2016.

NOTARY PUBLIC in and for said
County and State.

JENNIFER CASE
Notary Public-State of Nevada
APPT. NO. 12-9435-1
My App. Expires October 26, 2016

EXHIBIT A

Search Results Print

You searched under: **Parcel Number** for: **176-11-311-013** with the document types of: **ALL DOCUMENTS** between: **1/1/1900** and **3/29/2016**

Records found: 22

Refresh

First Party Name	First Cross Party Name	Instrument #	Document Type	Modifier	Record Date	Parcel #	Remarks	Total Value
PROMONTORY POINT 4 INC	BIGAM, MATTHEW M	200702200004387	DEED		2/20/2007 2:58:50 PM	176-11-311-013		566050.0000
BIGAM, MATTHEW M	REPUBLIC MORTGAGE LLC	200702200004388	DEED OF TRUST		2/20/2007 2:58:50 PM	176-11-311-013		
BIGAM, MATTHEW M	REPUBLIC MORTGAGE LLC	200702200004389	DEED OF TRUST		2/20/2007 2:58:50 PM	176-11-311-013		
BIGAM, MATTHEW M	REPUBLIC MORTGAGE LLC	200706070003687	DEED OF TRUST		6/7/2007 2:36:39 PM	176-11-311-013		
BIGAM, MATTHEW M	CORONADO RANCH LANDSCAPE MAINTENANCE CORPORATION	201104260002234	LIEN		4/26/2011 12:57:56 PM	176-11-311-013		0.0000
BIGAM, MATTHEW M	CORONADO RANCH LANDSCAPE MAINTENANCE CORPORATION	201106210002390	DEFAULT		6/21/2011 12:54:09 PM	176-11-311-013		0.0000
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC	US BANK NATIONAL ASSOCIATION EE	201110120000574	ASSIGNMENT		10/12/2011 8:41:07 AM	176-11-311-013		0.0000
M, BIGAM MATTHEW	REPUBLIC SERVICES	201112220002697	LIEN		12/22/2011 12:24:21 PM	176-11-311-013		0.0000
M, BIGAM MATTHEW	REPUBLIC SERVICES	201208300004074	LIEN		8/30/2012 5:57:43 PM	176-11-311-013		0.0000
BIGAM, MATTHEW M	REPUBLIC SERVICES	201303210000618	LIEN		3/21/2013 10:25:35 AM	176-11-311-013		0.0000
BANK OF AMERICA NA	NATIONSTAR MORTGAGE LLC	201308160000512	ASSIGNMENT		8/16/2013 9:36:58 AM	176-11-311-013		0.0000
BIGAM, MATTHEW	CLARK COUNTY	201309050001844	LIEN		9/5/2013 10:59:42 AM	176-11-311-013		0.0000
M, BIGAM	REPUBLIC	201403130002180	LIEN		3/13/2014	176-11-		0.0000

MATTHEW	SERVICES				1:16:42 PM	311-013		
BIGFAM, MATTHEW M	CORONADO RANCH LANDSCAPE MAINTENANCE CORPORATION	201406260003624	NOTICE	SALE	6/26/2014 2:51:34 PM	176-11-311-013		0.0000
CORONADO RANCH LANDSCAPE MAINTENANCE CORPORATION	ANTHONY S NOONAN IRA LLC	201407250000291	DEED		7/25/2014 9:00:22 AM	176-11-311-013		286149.0000
NOONAN, LOU	HERRING, TONYA NOONAN	201409080000989	DEED UPON DEATH		9/8/2014 10:46:16 AM	176-11-311-013	NOTARY SEAL IN MARGIN PAGE 2	0.0000
BIGAM, MATTHEW M	REPUBLIC SILVER STATE DISPOSAL INC	201409100003815	LIEN		9/10/2014 3:18:25 PM	176-11-311-013		0.0000
REPUBLIC MORTGAGE LLC NEVADA LLC	REAL TIME RESOLUTIONS INC	201410150002470	ASSIGNMENT		10/15/2014 4:25:00 PM	176-11-311-013		0.0000
BANK OF AMERICA NA	ANTHONY S NOONAN IRA LLC	201503270003385	JUDGMENT	DEFAULT	3/27/2015 4:12:40 PM	176-11-311-013		0.0000
BIGAM, MATTHEW	ANTHONY S NOONAN IRA LLC	201504230002845	LIS PENDENS		4/23/2015 3:58:52 PM	176-11-311-013		0.0000
REAL TIME RESOLUTIONS INC	BIGAM, MATTHEW M	201505060000486	SUBSTITUTION/RECONVEYANCE		5/6/2015 9:01:05 AM	176-11-311-013		0.0000
NOONAN, ANTHONY S IRA	REPUBLIC SILVER STATE DISPOSAL INC	201512030000092	LIEN		12/3/2015 8:27:59 AM	176-11-311-013		0.0000

EXHIBIT B

Search Results Print

You searched under: **Parcel Number** for: **176-11-311-013** with the document types of: **ALL DOCUMENTS** between: **1/1/1900** and **7/20/2014**

Records found: 14

Refresh

First Party Name	First Cross Party Name	Instrument #	Document Type	Modifier	Record Date	Parcel #	Remarks	Total Value
BIGAM, MATTHEW M	REPUBLIC MORTGAGE LLC	200702200004388	DEED OF TRUST		2/20/2007 2:58:50 PM	176-11-311-013		
BIGAM, MATTHEW M	REPUBLIC MORTGAGE LLC	200702200004389	DEED OF TRUST		2/20/2007 2:58:50 PM	176-11-311-013		
PROMONTORY POINT 4 INC	BIGAM, MATTHEW M	200702200004387	DEED		2/20/2007 2:58:50 PM	176-11-311-013		556050.0000
BIGAM, MATTHEW M	REPUBLIC MORTGAGE LLC	200706070003687	DEED OF TRUST		6/7/2007 2:36:39 PM	176-11-311-013		
BIGAM, MATTHEW M	CORONADO RANCH LANDSCAPE MAINTENANCE CORPORATION	201104260002234	LIEN		4/26/2011 12:57:56 PM	176-11-311-013		0.0000
BIGAM, MATTHEW M	CORONADO RANCH LANDSCAPE MAINTENANCE CORPORATION	201106210002390	DEFAULT		6/21/2011 12:54:09 PM	176-11-311-013		0.0000
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC	US BANK NATIONAL ASSOCIATION EE	201110120000574	ASSIGNMENT		10/12/2011 8:41:07 AM	176-11-311-013		0.0000
M, BIGAM MATTHEW	REPUBLIC SERVICES	201112220002697	LIEN		12/22/2011 12:24:21 PM	176-11-311-013		0.0000
M, BIGAM MATTHEW	REPUBLIC SERVICES	201208300004074	LIEN		8/30/2012 5:57:43 PM	176-11-311-013		0.0000
BIGAM, MATTHEW M	REPUBLIC SERVICES	201303210000618	LIEN		3/21/2013 10:25:35 AM	176-11-311-013		0.0000
BANK OF AMERICA NA	NATIONSTAR MORTGAGE LLC	201308160000512	ASSIGNMENT		8/16/2013 9:36:58 AM	176-11-311-		0.0000

						013	
BIGAM, MATTHEW	CLARK COUNTY	201309050001844	LIEN		9/5/2013 10:59:42 AM	176-11-311-013	0.0000
M, BIGAM MATTHEW	REPUBLIC SERVICES	201403130002180	LIEN		3/13/2014 1:16:42 PM	176-11-311-013	0.0000
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Attorneys for Defendants Nationstar Mortgage LLC & U.S. Bank, N.A.

DISTRICT COURT

CLARK COUNTY, NEVADA

ANTHONY S. NOONAN IRA, LLC; and LOU NOONAN; and JAMES M. ALLRED IRA, LLC; Plaintiff, v. MATTHEW M. BIGAM; and REPUBLIC MORTGAGE; and REPUBLIC MORTGAGE, LLC; and U.S. BANK NATIONAL ASSOCIATION EE; and BANK OF AMERICA, N.A.; and NATIONSTAR MORTGAGE, LLC; and ROE CORPORATIONS I-V, inclusive, Defendants.	Case No.: A-14-710465-C Dept.: IV **NATIONSTAR AND U.S. BANK'S:** **(1) MOTION TO STRIKE PLAINTIFFS' SECOND RENEWED MOTION FOR SUMMARY JUDGMENT, AND ALTERNATIVELY,** **(2) OPPOSITION TO PLAINTIFFS' SECOND RENEWED MOTION FOR SUMMARY JUDGMENT, AND** **(3) SUPPLEMENT TO NATIONSTAR AND U.S. BANK'S RENEWED MOTION FOR SUMMARY JUDGMENT** Date of Hearing: February 7, 2019 Time of Hearing: 9:00 a.m.

I. INTRODUCTION

This court already found tender preserved the deed of trust in its April 2016 summary judgment order. (**Exhibit A**, court's April 2016 summary judgment order.) The sole question remaining following the court's order was whether there existed any additional expenses that might have been added to the superpriority.[1] The court allowed discovery on this limited issue. Discovery

[1] The order issued prior to the Nevada Supreme Court finding in the *Ikon Holdings* case that an HOA's superpriority is limited to nine months of assessments plus any nuisance abatement charges.

proved no nuisance abatement charges existed. Both plaintiffs and defendant filed renewed summary judgment motions. Those motions are still pending with this court.

Rather than requesting a ruling from the court on the parties' already-pending motions, plaintiffs improperly file their third motion for summary judgment asking this court, yet again as it did in their first renewed summary judgment motion, to reconsider its finding that tender preserved the deed of trust. Plaintiffs' tactic is improper. Not only has the dispositive motion and reconsideration deadlines long passed, plaintiffs admit they filed their motion merely as a ploy to seek this court's attention in ruling on the already-pending renewed motions for summary judgment filed by both parties. Rather than filing its *third* dispositive motion, which adds nothing dispositive in their favor, plaintiffs could have simply requested a status check or the parties could have submitted another stipulation to continue trial. Plaintiffs' second renewed motion for summary judgment should be stricken.

To the extent the court considers plaintiffs' motion on its merits, Nationstar and U.S. Bank supplement this opposition to plaintiffs' second renewed motion for summary judgment and supplement with new, binding authority on tender from the Nevada Supreme Court that reaffirms that summary judgment is warranted in Nationstar and U.S. Bank's favor. This Court has already made findings and conclusions on tender that resolve the entire matter; new Nevada Supreme Court authority merely confirms it.

II. <u>ESTABLISHED FACTS AND CONCLUSIONS OF LAW</u>

This court has already found the following relevant facts relating to tender in its April 2016 order, **Ex. A**, which facts are the law of the case and dispositive in Nationstar and U.S. Bank's favor:

1. The property is located in Coronado Ranch Landscape Maintenance Association (**the HOA**).
2. Monthly assessments on the property are $18.
3. On July 25, 2011, after the HOA recorded its notice of default, Miles Bauer Bergstrom & Winters (**Miles Bauer**), a law firm retained by Bank of America, N.A. (**BANA**), the loan servicer at the time for U.S. Bank's predecessor, Republic Mortgage, contacted the HOA, care of Red Rock, and requested a ledger identifying the super-priority amount allegedly owed to the HOA.

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4. In response, the HOA provided a ledger, dated August 10, 2011, identifying the total amount allegedly owed.
5. Based on the annual assessment amount identified in the HOA's August 10, 2011 ledger, BANA accurately calculated the sum of nine months of common assessments as $162.00 and tendered that amount to the HOA on August 26, 2011.
6. The HOA refused BANA's tender but provided no explanation.
7. Despite BANA's tender, the HOA and Red Rock moved forward with foreclosure.
8. The HOA foreclosed on the property on July 21, 2014.

(**Exhibit A**, April 2016 MSJ Order.)

This court has already found the following relevant conclusions of law related to tender in its April 2016 order, **Ex. A.**, which conclusions are law of the case and dispositive Nationstar and U.S. Bank's favor:

1. As to Defendants' Motion for Summary Judgment, **the Court finds there are genuine issues of material fact as to whether Defendants' tender of $162.00 was equal to the extent of any charges incurred by the association on a unit pursuant to NRS 116.310312**, and to the extent of the assessments for common expenses based on the periodic budget adopted by the association pursuant to NRS 116.3115 which would have become due in the absence of acceleration during the 9 months immediately preceding institution of the action taken in this case to enforce the lien.
2. Without further discovery, this Court cannot determine whether Defendants' preliminary estimate of 9 months of the HOA's monthly assessments encompasses the entirety of the superpriority portion of the HOA's lien.
3. **However, Defendants' tender of payment was sufficient to preserve their interest in the subject property**.

(**Exhibit A**, April 2016 MSJ Order) (emphasis added).

For ease of reference, Nationstar and U.S. Bank attach their still-pending renewed motion for summary judgment, filed November 10, 2016. (Attached, without exhibits, as **Exhibit B**.)

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III. ARGUMENT

Since Nationstar and U.S. Bank filed their renewed motion for summary judgment, the Nevada Supreme Court has unequivocally affirmed BANA's tender of the superpriority properly preserved the deed of trust, further affirming this court's April 2016 order finding the same. Similarly, all issues raised by plaintiffs in their second renewed motion for summary judgment have been rejected by the Nevada Supreme Court. Nationstar and U.S. Bank are entitled to summary judgment in their favor.

A. BANA's Tender Preserved the Deed of Trust—*Diamond Spur* is Dispositive & the Nevada Supreme Court Rejects All of Plaintiffs' Arguments

This court already found BANA tendered 9 months' worth of assessments. **Ex. A**, finding of fact, no. 9. Because the HOA's lien did not include any nuisance abatement charges, the superpriority amount was the exact amount BANA tendered - $162.00 ($18.00 monthly assessment x 9 months = $162.00). *See* **Ex. B**, and supporting documentation.

The Nevada Supreme Court published a controlling precedent on September 13, 2018 in the case of *Bank of Am., N.A. v. SFR Invs. Pool 1, LLC*, 134 Nev. Adv. Op. 72, 427 P.3d 113 (2018) (***Diamond Spur***) that confirms BANA's tender properly preserved the deed of trust. The facts in *Diamond Spur* and this case are identical. In both cases, Bank of America contacted the HOA's collection agent seeking to obtain the superpriority amount and offering to pay that amount in full. 427 P.3d at 116. Bank of America tendered nine months' worth of assessments in both cases. *Id.* The letters included with both checks stated the HOAs' acceptance would be understood as "express agreement that [Bank of America]'s financial obligations towards the HOA in regards to the [property] have now been 'paid in full.'" *Id.* And in both cases the HOA, via its collection agent, rejected the payment and sold the property at foreclosure to a third-party buyer. *Id.*

The Nevada Supreme Court's *Diamond Spur* decision rejects all arguments plaintiffs raise in their second renewed motion for summary judgment:

First, the Nevada Supreme Court held that Bank of America's tender of nine months' worth of assessments was sufficient to satisfy the superpriority lien. *Id.* at 117-118. (*See* plaintiffs' second renewed mot. summ. j. at §§ V.A, V.B, at pgs. 8-11.)

Second, the Nevada Supreme Court held BANA's tender letter included a condition upon which the bank had the right to insist, and therefore did not contain improper conditions. *Id.* at 118. (*See* plaintiffs' second renewed mot. summ. j. at §V.D.2, pg. 16, and § 5.D.E at pgs. 22-23.)

Third, the Supreme Court held the bank was not required to record its tender. *Id.* at 119. (*See* plaintiffs' second renewed mot. summ. j. at §V.D.3, at pgs. 16-22.)

Fourth, the Supreme Court further held a purchaser's status as a bona fide purchaser is irrelevant under these circumstances. *Id.* at 121 ("A party's status as a BFP is irrelevant when a defect in the foreclosure proceeding renders the sale void"). (*See* plaintiffs' second renewed mot. summ. j. at §V.F at pgs. 23-26.)

Fifth, the Nevada Supreme Court held HOA's rejection of the tender was improper where, as here, the HOA believed, in good faith, the amount tendered was insufficient to satisfy BANA's obligations to satisfy the superpriority. *Id.* at 118-19. (*See* plaintiffs' second renewed mot. summ. j. at §V.D.1, at pgs. 12-15.)

The Supreme Court concluded that the third-party purchaser in *Diamond Spur* purchased the property subject to the deed of trust. *Id.* This case mirrors *Diamond Spur*. This court should find the deed of trust survived the HOA foreclosure sale.

B. Nationstar Has a Valid Interest in the Property as Servicer for U.S. Bank

In addition to desperately trying to dispute the legal effect of BANA's tender in preserving the deed of trust, plaintiffs also argue Nationstar has no valid interest in the property. (*See* plaintiffs' second renewed mot. summ. j. at §V.C, at pgs. 11-12.) Plaintiffs fail to appreciate that Nationstar is the current servicer for U.S. Bank, who owns the note and deed of trust (the **loan**). BANA was a prior servicer, at the time it tendered the superpriority. Plaintiffs' argument that Nationstar has no interest is baseless, directly contradicted by the assignments, and fails to discern the difference between the owner of a loan (U.S. Bank) and the servicer of the loan (Nationstar).

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IV. CONCLUSION

Plaintiffs' second renewed motion for summary judgment should be denied. Instead, Nationstar and U.S. Bank request the Court enter final judgment in their favor on all claims and enter a judgment declaring that the deed of trust survived the HOA's lien sale and plaintiffs took title subject thereto.

DATED January 7th, 2019.

AKERMAN LLP

/s/ *Donna M. Wittig*

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of AKERMAN LLP, and that on this 7th day of January, 2019, I caused to be served a true and correct copy of the foregoing **NATIONSTAR AND U.S. BANK'S: (1) MOTION TO STRIKE PLAINTIFFS' SECOND RENEWED MOTION FOR SUMMARY JUDGMENT, AND ALTERNATIVELY, (2) OPPOSITION TO PLAINTIFFS' SECOND RENEWED MOTION FOR SUMMARY JUDGMENT, AND (3) SUPPLEMENT TO NATIONSTAR AND U.S. BANK'S RENEWED MOTION FOR SUMMARY JUDGMENT**, in the following manner:

(ELECTRONIC SERVICE) Pursuant to Administrative Order 14-2, the above-referenced document was electronically filed on the date hereof and served through the Notice of Electronic Filing automatically generated by the Court's facilities to those parties listed on the Court's Master Service List as follows:

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EXHIBIT A

EXHIBIT A

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CLERK OF THE COURT

DISTRICT COURT

CLARK COUNTY, NEVADA

ANTHONY S. NOONAN IRA, LLC; and LOU NOONAN; and JAMES M. ALLRED IRA, LLC; Plaintiff, v. MATTHEW M. BIGAM; and REPUBLIC MORTGAGE; and REPUBLIC MORTGAGE, LLC; and U.S. BANK NATIONAL ASSOCIATION EE; and BANK OF AMERICA, N.A.; and NATIONSTAR MORTGAGE, LLC; and ROE CORPORATIONS I-V, inclusive, Defendants.	Case No.: A-14-710465-C Dept.: IV **~~PROPOSED~~ ORDER DENYING PLAINTIFFS' AND NATIONSTAR MORTGAGE LLC'S AND U.S. BANK N.A.'S MOTIONS FOR SUMMARY JUDGMENT**

Plaintiffs Anthony S. Noonan IRA, LLC, Lou Noonan and James M. Allred IRA, LLC (collectively, **Plaintiffs**) filed a Motion for Summary Judgment on June 10, 2015. Defendants Nationstar Mortgage, LLC (**Nationstar**) and U.S. Bank N.A., as Trustee for Certificateholders of Citigroup Mortgage Loan Trust Inc., Mortgage pass-through certificates, Series 2007-AR07 (**U.S. Bank**) (collectively, **Defendants**) filed a Motion for Summary Judgment on July 6, 2015. On March 2, 2016, these matters came before the Court. At oral argument, the Court permitted the parties to conduct additional discovery and permitted further briefing on the parties' respective motions for summary judgment. A hearing for supplemental briefing was set for April 13, 2016. Pursuant to the March 2, 2016 hearing, the parties' submitted their respective supplemental briefings. The Court,

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having reviewed the motions and the parties' respective supplemental briefings, makes the following findings of fact and conclusions of law:

Findings of Fact

1. In February 2007, Matthew and Leah Bigam purchased the property. The Bigams financed ownership of the property by way of a loan with Republic Mortgage LLC in the amount of $479,400.00 secured by a deed of trust (the **senior deed of trust**) dated February 17, 2009.
2. On October 3, 2011, U.S. Bank was assigned the deed of trust. Bank of America, N.A., and later Nationstar, serviced the loan.
3. The property is located in Coronado Ranch Landscape Maintenance Association (**the HOA**).
4. Monthly assessments on the property are $18.
5. On April 26, 2011, the HOA through its agent, Red Rock Financial Services (**Red Rock**) recorded a notice of delinquent assessment lien. In the notice, the HOA stated the Bigams owed $730.92, which includes assessments, late fees, interest, fines/violations and collection fees and costs.
6. On June 21, 2011, the HOA, through its agent Red Rock, recorded a notice of default and election to sell to satisfy the delinquent assessment lien. The notice states the amount due to the HOA was $1,775.62, but does not specify whether it includes assessments, interest, fees and collection costs in addition to assessments.
7. On July 25, 2011, after the HOA recorded its notice of default, Miles Bauer Bergstrom & Winters (**Miles Bauer**), a law firm retained by Bank of America, N.A. (**BANA**), the loan servicer at the time for U.S. Bank's predecessor, Republic Mortgage, contacted the HOA, care of Red Rock, and requested a ledger identifying the super-priority amount allegedly owed to the HOA.
8. In response, the HOA provided a ledger, dated August 10, 2011, identifying the total amount allegedly owed.
9. Based on the annual assessment amount identified in the HOA's August 10, 2011 ledger, BANA accurately calculated the sum of nine months of common assessments as $162.00 and tendered that amount to the HOA on August 26, 2011.

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10. The HOA refused BANA's tender but provided no explanation.

11. Despite BANA's tender, the HOA and Red Rock moved forward with foreclosure.

12. On June 26, 2014, the HOA, through its agent, Red Rock, recorded a notice of trustee's sale scheduling a sale for July 21, 2014. The notice states the amount the Bigam owed the HOA was $2,825.99, but does not specify whether it includes assessments, interest, fees and collection costs in addition to assessments.

13. The HOA foreclosed on the property on July 21, 2014.

14. A foreclosure deed in favor of plaintiffs was recorded on July 25, 2014.

15. The deed states plaintiffs paid $50,100.00 to purchase the property, less than 18% of the property's stated transfer tax value $286,149.

Conclusions of Law

1. As to Defendants' Motion for Summary Judgment, the Court finds there are genuine issues of material fact as to whether Defendants' tender of $162.00 was equal to the extent of any charges incurred by the association on a unit pursuant to NRS 116.310312, and to the extent of the assessments for common expenses based on the periodic budget adopted by the association pursuant to NRS 116.3115 which would have become due in the absence of acceleration during the 9 months immediately preceding institution of the action taken in this case to enforce the lien.

2. Without further discovery, this Court cannot determine whether Defendants' preliminary estimate of 9 months of the HOA's monthly assessments encompasses the entirety of the superpriority portion of the HOA's lien.

3. However, Defendants' tender of payment was sufficient to preserve their interest in the subject property.

4. Defendants made a good-faith tender of payment to satisfy the superpriority lien despite lacking an accurate accounting from the HOA of all charges incurred against the subject property.

5. The HOA's failure to provide such an accounting, and to subsequently request funds in excess of those included in the superpriority lien, effectively frustrated the Defendants' efforts to pay the superpriority lien and preserve the Defendants' interest in the property.

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10. The hearing on this matter set for April 13, 2016, at 9:00 a.m. is off calendar.

DATED this _____ day of April, 2016.

_____
DISTRICT COURT JUDGE

Submitted By:
AKERMAN LLP

/s/ Christine M. Parvan
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Attorneys for Nationstar Mortgage LLC and U.S. Bank, N.A., as trustee

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THEREFORE, IT IS HEREBY ORDERED THAT:

1. Defendants' Motion for Summary Judgment is DENIED.

2. Plaintiffs' Motion for Summary Judgment is DENIED.

3. The parties may engage in discovery to determine the nature and amount of the charges incurred against the subject property.

4. Defendants shall be permitted to pay only those amounts included in the superpriority lien to preserve their interest in the subject property by way of the senior Deed of Trust.

5. The hearing on this matter set for April 13, 2016, at 9:00 a.m. is off calendar.

DATED this 26 day of April, 2016.

DISTRICT COURT JUDGE

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Submitted By:
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EXHIBIT B

EXHIBIT B

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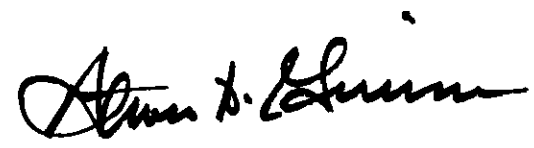

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DISTRICT COURT

CLARK COUNTY, NEVADA

ANTHONY S. NOONAN IRA, LLC; and LOU NOONAN; and JAMES M. ALLRED IRA, LLC; Plaintiff, v. MATTHEW M. BIGAM; and REPUBLIC MORTGAGE; and REPUBLIC MORTGAGE, LLC; and U.S. BANK NATIONAL ASSOCIATION EE; and BANK OF AMERICA, N.A.; and NATIONSTAR MORTGAGE, LLC; and ROE CORPORATIONS I-V, inclusive, Defendants.	Case No.: A-14-710465-C Dept.: IV **NATIONSTAR AND U.S. BANK'S RENEWED MOTION FOR SUMMARY JUDGMENT**

Defendants Nationstar Mortgage LLC (**Nationstar**) and U.S. Bank N.A., as Trustee for Certificateholders of Citigroup Mortgage Loan Trust Inc., Mortgage pass-through certificates, Series 2007-AR07 (**U.S. Bank**) (collectively, **Defendants or The Banks**) renew their motion for summary judgment based on the discovery the Court permitted in its prior order on cross-motions for summary judgment.

This motion is based on Rule 56, the following points and authorities, the attached exhibits, the pleadings and papers on file, including the Court's previous order, and any argument the Court may entertain at the hearing of this motion.

NOTICE OF MOTION

TO: ALL PARTIES AND COUNSEL OF RECORD:

PLEASE TAKE NOTICE that Nationstar Mortgage LLC and U.S. Bank N.A., as Trustee for Certificateholders of Citigroup Mortgage Loan Trust Inc., Mortgage pass-through certificates, Series 2007-AR07 will bring the foregoing **DEFENDANTS' RENEWED MOTION FOR SUMMARY JUDGMENT** on for hearing before the Court on the 14 day of DECEMBER, 2016, at the hour of 9:00A a.m., or as soon thereafter as counsel can be heard.

Dated: November 10, 2016.

AKERMAN LLP

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

The Court has already made findings and conclusions sufficient to nearly dispose of this case entirely. *See* **Exhibit A** (April 26, 2016 Order). The sole remaining issue of fact cited in the Court's order related to amounts in Coronado Ranch Landscape Maintenance Association's (**the HOA's**) lien that might qualify for superpriority status, and the Court permitted discovery on that issue. Discovery was done on that issue, and there is no room for genuine factual dispute on this issue—the HOA's superpriority lien in this case was limited solely to 9 months' worth of assessments, or $162, which the Court already found was tendered by the bank, thereby preserving the bank's first deed of trust.

Therefore, Nationstar and U.S. Bank request entry of final judgment in their favor on all claims in this lawsuit, with a declaration that the First Deed of Trust was not extinguished by the HOA foreclosure sale and plaintiffs took subject to this deed.

II. STATEMENT OF FACTS

A. These are the facts found by the Court in its April 26, 2016 Order:

1. In February 2007, Matthew and Leah Bigam purchased the property. The Bigams financed their purchase by way of a loan with Republic Mortgage LLC in the amount of $479,400.00 secured by a deed of trust (the senior deed of trust) dated February 17, 2009.

2. On October 3, 2011, U.S. Bank was assigned the deed of trust. Bank of America, N.A., and later Nationstar, serviced the loan.

3. The property is located in Coronado Ranch Landscape Maintenance Association (the HOA).

4. Monthly assessments on the property at the relevant time were $18.

5. On April 26, 2011, the HOA through its agent, Red Rock Financial Services (Red Rock) recorded a notice of delinquent assessment lien. In the notice, the HOA stated the Bigams owed $730.92, which includes assessments, late fees, interest, fines/violations and collection fees and costs.

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7. On July 25, 2011, after the HOA recorded its notice of default, Miles Bauer Bergstrom & Winters (Miles Bauer), a law firm retained by Bank of America, N.A. (BANA), the loan servicer at the time for U.S. Bank's predecessor, Republic Mortgage, contacted the HOA, care of Red Rock, and requested a ledger identifying the super-priority amount allegedly owed to the HOA.

8. In response, the HOA provided a ledger, dated August 10, 2011, identifying the total amount allegedly owed.

9. Based on the annual assessment amount identified in the HOA's August 10, 2011 ledger, BANA accurately calculated the sum of nine months of common assessments as $162.00 and tendered that amount to the HOA on August 26, 2011.

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11. Despite BANA's tender, the HOA and Red Rock moved forward with foreclosure.

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13. The HOA foreclosed on the property on July 21, 2014.

14. A foreclosure deed in favor of plaintiffs was recorded on July 25, 2014.

15. The deed states plaintiffs paid $50,100.00 to purchase the property, less than 18% of the property's stated transfer tax value of $286,149.

B. These are the facts established through the discovery the Court permitted in its April 26, 2016 Order:

1. Based on testimony from both the HOA and the HOA's collection agent (Red Rock), as well as authenticated business records of both the HOA and Red Rock, the Bigams' account did ***not*** include any charges for removal or abatement of public nuisance.[1]

2. Although billed annually, the monthly assessment for common expenses was $18.00.[2]

III. ARGUMENT

A. The Court identified only one factual issue standing in the way of final judgment—the amount of superpriority.

In its April Order, the Court concluded that "Defendants' tender of payment was sufficient to preserve their interest in the subject property," but found that "there are genuine issues of material fact as to whether Defendants' tender of $162.00 was equal to the extent of any charges incurred by the association on a unit pursuant to NRS 116.310312, and to the extent of the assessments for common expenses based on the periodic budget adopted by the association pursuant

[1] *See* highlighted excerpts from the Rule 30(b)(6) Deposition of Coronado Ranch Landscape Maintenance Associated (HOA depo.), attached as **Exhibit B**, along with exhibits C and D to that deposition, which include a 2011 and 2014 account ledger, labelled HOA 661–62 and HOA 209–14; *see also* highlighted excerpts from the Rule 30(b)(b)(6) Deposition of Red Rock Financial Services, LLC, attached as **Exhibit C**, along with exhibits B and E to that deposition.

[2] Ex. B (HOA depo.) at pages 7, 8, 12, and exhibit B to the deposition, which are papers related to the 2011 budget, labeled HOA 734–36 and 780–81.

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to NRS 116.3115 which would have become due in the absence of acceleration during the 9 months immediately preceding institution of the action taken in this case to enforce the lien." Ex. A at p. 3. Therefore, "Without further discovery, this Court cannot determine whether Defendants' preliminary estimate of 9 months of the HOA's monthly assessments encompasses the entirety of the superpriority portion of the HOA's lien." *Id.*

Two days after this Court's April 26, 2016 Order, the Nevada Supreme Court clarified the limits of the superpriority portion of an HOA's lien under NRS 116.3116. *Horizons at Seven Hills Homeowners Ass'n v. Ikon Holdings, LLC*, 132 Adv. Op. 35, at 13, 373 P.3d 66, 72 (April 28, 2016) ("Taking into consideration the legislative intent, the statute's text, and statutory construction principles, we conclude the superpriority lien granted by NRS 116.3116(2) does not include an amount for collection fees and foreclosure costs incurred; rather it is limited to an amount equal to the common expense assessments due during the nine months before foreclosure.").

Accordingly, NRS 116.3116(2) means what it says—that the superpriority portion of an HOA's lien is limited to 9 months' worth of assessments and anything incurred by the HOA under NRS 116.310312. NRS 116.310312, in turn, includes only charges an HOA incurs to abate or remove a public nuisance on the property or to maintain the exterior of the unit in accordance with the standards of the governing documents. NRS 116.310312(2)(a) and (b).

B. The sole fact issue remaining can no longer be genuinely disputed.

To remove any doubt as to the amount of the HOA's superpriority lien, the Banks took the depositions of both the HOA and the HOA collection agent and subpoenaed their records related to this property. In both documents and in testimony, the HOA confirmed that although billed annually, the monthly assessment was $18.[3] Ex. B (HOA testimony at 7:12–16, 8:18–25, and 12:4–11) and Ex. B to that testimony (2011 budget, labeled HOA 780–81).

[3] Defendants anticipate that Plaintiffs will argue that because the HOA billed annually, the Banks should have tendered the annual assessment amount of $216 rather than the $162 actually tendered. Plaintiffs will support this argument with ***zero*** legal authority, and their argument directly contradicts what the statue says. NRS 116 contains no exception to the 9-month limit if an HOA bills annually rather than monthly. An HOA's billing preference does not and cannot trump the plain language of Nevada law.

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In addition, the records and the witnesses confirmed that no charges for removal or abatement of a public nuisance were included in the HOA's lien and no charges related to maintaining the home's exterior were included. Ex. B (2011 and 2014 account ledger, labelled HOA 661–62 and HOA 210–14). The testimony was clear:

> Q: Do you see anything in this ledger, any charges related to the removal or abatement of any public nuisances?
>
> A: No.
>
> Q: Do you see any charges related to maintaining the exterior of the unit?
>
> A: No.
>
> Q: Here is Exhibit D, which is a letter to the homeowner from Red Rock with an accounting ledger dated July 9th, 2014. Do you see that?
>
> A: Yes.
>
> Q: And same questions, following the January 1st, 2011 entry and moving forward through the five pages of this exhibit, do you see any charges here related to the maintenance of the exterior of the unit?
>
> A: No.
>
> Q: Do you see any charges related to abatement or removal of any public nuisance?
>
> A: No.

Ex. B (HOA depo.) at 15:23–16:20*; see also* Ex. C (Red Rock depo.) at 13:11–17 and 17:18–19:7 (same absence of charges under NRS 116.310312).

C. The facts and laws support judgment in The Banks' favor.

The Court already found that the bank tendered a full 9 months' worth of assessments. Ex. A at Finding No. 9. And because the HOA's lien did *not* include any charges under NRS 116.310312, the maximum superpriority portion of the lien was $18 multiplied by 9 months, or $162—the very amount that the bank tendered. *Id.*

Therefore, no remaining issue that is both genuinely disputed and material to the outcome of this lawsuit remains to be decided. The Banks request final judgment in their favor.

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D. Plaintiffs' argument about being *bona fide* purchasers, although disputed, is not material.

Plaintiffs will argue that the Court cannot grant judgment for The Banks because they are *bona fide* purchasers. Putting aside for the time being that Plaintiffs bear the burden of proving this fact[4], which they cannot prove, their status as *bona fide* purchasers is not material to the Court's decision. Only *material* facts under the current state of law matter to the Court's decision, so this issue (however unproven and disputed) cannot legally prevent summary judgment. *See Wood v. Safeway, Inc.*, 121 Nev. 724, 729, 121 P.3d 1026, 1030 (2005) ("[T]he substantive law will identify which facts are material. *Only* disputes over *facts that might affect the outcome* of the suit under the governing law will properly preclude the entry of summary judgment."), *quoting Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 247–48, 106 S.Ct. 2505, 2505 (1986) (emphasis added).

The reason Plaintiffs' status as bona fide purchasers is immaterial is the Nevada Supreme Court's August 2016 decision in *Stone Hollow Avenue Trust v. Bank of America, N.A.*, No. 64955, 2016 WL 4543202, *1 (Nev. Aug. 11, 2016) (*Stone Hollow II*), attached hereto as **Exhibit D**. *Stone Hollow II* reversed an earlier decision dated March 18, 2016, wherein the Nevada Supreme Court had reversed a summary judgment in Bank of America's favor. *Stone Hollow Avenue Trust v. Bank of America*, 2016 WL 1109167, *1 (Nev. Mar. 18, 2016) (*Stone Hollow I*), attached as **Exhibit E**. The summary judgment had been based on a pre-sale tender. *Id.* The Nevada Supreme Court in *Stone Hollow I* found that despite tender, the district court should have considered the potential harm to the buyer, and that the buyer could be a *bona fide* purchaser for value. *Id.*

Bank of America petitioned for reconsideration of *Stone Hollow I*, arguing that tender discharges the lien as a matter of law, making equitable doctrines like *bona fide* purchaser inapplicable. On August 11, 2016, the Nevada Supreme Court granted the reconsideration petition and agreed with Bank of America, issuing an opinion reversing *Stone Hollow I*. **Ex. D**. The three-justice panel found that pre-sale tender satisfies the superpriority portion of the HOA's lien regardless of the HOA's rejection of tender. *Id.* This demonstrates that tender of the proper amount, whether rejected or not, redeems the priority of a first deed of trust without regard to whether the

[4] *See Berge v. Fredericks*, 95 Nev. 183, 185, 591 P.2d 246, 248 (1979) ("the burden of establishing her status as a purchaser rests with [purchaser] respondent Valdez").

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purchaser of the property at HOA lien sale is a *bona fide* purchaser. Although unpublished, the *Stone Hollow II* decision is persuasive because it reveals how the Nevada Supreme Court would likely rule in this and every other similar case involving tender of the superpriority portion of an HOA lien, especially considering all three members of the panel were in the majority in the 2014 *SFR Investments* decision. *See* NRAP 36(c)(3) (authorizing citation to unpublished opinions). And this Court got it right in its April 2016 Order even *before Ikon* and *Stone Hollow II* were handed down.

Even if *bona fide* purchaser status were relevant, Plaintiffs could not prove it entitles them to take free and clear of a pre-existing recorded deed because they do not dispute that the bank's deed was recorded well before their purchase of this property, and Nevada law imposes on them constructive notice.[5] *See* NRS 111.320 ("instrument of writing, acknowledged or proved and certified, and recorded . . . must . . . impart notice to all persons of the contents thereof; and subsequent purchasers and mortgagees shall be deemed to purchase and take with notice."); *see also Hewitt v. Glaser Land & Livestock Co.*, 97 Nev. 207, 208, 626 P.2d 268, 268-69 (1981); *Allison Steel Mfg. Co. v. Bentonite, Inc.*, 86 Nev. 494, 497, 471 P.2d 666, 668 (1970); *Berger v. Fredericks*, 95 Nev. 183, 189, 591 P.2d 246, 249 (1979) ("The authorities are unanimous in holding that [the purchaser] has notice of whatever the search would disclose.").

Hence, because Plaintiffs' arguments concerning *bona fide* status are not legally relevant and they are unprovable, they are no obstacle to final judgment in The Banks' favor.

/ / /

[5] In addition, the Court could take judicial notice of the publicly recorded deed under NRS 47.130.

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IV. CONCLUSION

The Court adjudicated nearly all of this case on its merits in April 2016. Now, having removed any doubt as to the sole remaining factual issue, Nationstar and U.S. Bank request that the Court enter final judgment in their favor on all claims and enter a judgment declaring that the deed of trust survived the HOA's lien sale and plaintiffs took title subject thereto.

DATED this 10th day of November, 2016.

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 10th day of November, 2016 and pursuant to NRCP 5, I served through the electronic filing system ("Wiznet") a true and correct copy of the foregoing **NATIONSTAR AND U.S. BANK'S RENEWED MOTION FOR SUMMARY JUDGMENT** addressed to:

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DISTRICT COURT

CLARK COUNTY, NEVADA

ANTHONY S. NOONAN IRA, LLC; and LOU NOONAN; and JAMES M. ALLRED IRA, LLC; Plaintiff, v. MATTHEW M. BIGAM; and REPUBLIC MORTGAGE; and REPUBLIC MORTGAGE, LLC; and U.S. BANK NATIONAL ASSOCIATION; and BANK OF AMERICA, N.A.; and NATIONSTAR MORTGAGE, LLC; and ROE CORPORATIONS I-V, inclusive, Defendants.	Case No.: A-14-710465-C Dept.: IV

REPUBLIC SILVER STATE DISPOSAL, INC., D/B/A REPUBLIC SERVICES' LIMITED OPPOSITION TO PLAINTIFF'S SECOND RENEWED MOTION FOR SUMMARY JUDGMENT

COMES NOW Defendant, REPUBLIC SILVER STATE DISPOSAL, INC., D/B/A REPUBLIC SERVICES' ("Republic"), by and through its attorney, Drew J. Starbuck, Esq. of The Law Offices of WILLIAMS ❖ STARBUCK, and hereby submits this Limited Opposition to Plaintiff, ANTHONY S. NOONAN IRA, LLC; and LOU NOONAN; and JAMES M. ALLRED IRA, LLC ("Plaintiff")'s Motion for Summary Judgment. This Partial Opposition is

based on the following arguments and the arguments of counsel at the time of hearing on this matter.

Republic is not necessarily opposed to the relief requested by Plaintiff except that, regardless of the outcome of the Motion, pursuant to NRS 444.520(3), Republic has a perpetual and super-priority lien on the real property that is the subject of this litigation that is superior to any of the interests represented in this litigation. [*See*, NRS 444.520(3)].

Therefore, Republic respectfully requests that any Order the Court may enter as a result of Plaintiff's Motion clarifies that Republic maintains its super priority status as first in priority above all other parties in this litigation.

DATED this 8th day of January, 2019.

WILLIAMS ❖ STARBUCK

/s/ Drew J. Starbuck

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of Williams ❖ Starbuck, and pursuant to NRCP 5(b), EDCR 8.05, Administrative Order 14-2, and NEFCR 9, I caused a true and correct copy of the foregoing **REPUBLIC SILVER STATE DISPOSAL, INC., D/B/A REPUBLIC SERVICES' LIMITED OPPOSITION TO PLAINTIFF'S SECOND RENEWED MOTION FOR SUMMARY JUDGMENT** to be submitted via electronic mail and electronically for filing and service with the Eighth Judicial District Court via the Court's Electronic Filing System on the 9th day of January, 2019 as follows:

_____

Employee of Williams ❖ Starbuck

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DISTRICT COURT
CLARK COUNTY, NEVADA

ANTHONY S. NOONAN IRA, LLC; and LOU NOONAN; and JAMES M. ALLRED IRA, LLC; Plaintiffs, v. MATTHEW M. BIGAM; and CORONADO RANCH LANDSCAPE MAINTENANCE CORPORATION; and REPUBLIC MORTGAGE; and REPUBLIC MORTGAGE LLC; and U.S. BANK NATIONAL ASSOCIATION as Trustee for the Certificateholders of Citigroup Mortgage Loan Trust Inc., Mortgage pass-through certificates, Series 2007-AR7; and BANK OF AMERICA NA; and NATIONSTAR MORTGAGE, LLC; and REAL TIME RESOLUTIONS, INC.; and REPUBLIC SILVER STATE DISPOSAL, INC.; and ROE CORPORATIONS I-V, inclusive, Defendants.	CASE NO. A-14-710465-C DEPT NO. IV **PLAINTIFFS' REPLY IN SUPPORT OF SECOND RENEWED MOTION FOR SUMMARY JUDGMENT** **AND** **PLAINTIFFS' OPPOSITION TO DEFENDANTS NATIONSTAR MORTGAGE LLC AND U.S. BANK, N.A.'S MOTION TO STRIKE**

Plaintiffs Anthony S. Noonan IRA, LLC, Lou Noonan, and James M. Allred IRA, LLC (hereafter, "Plaintiffs"), by and through their attorneys of record, Michael N. Beede, Esq. and James W. Fox, Esq., of The Law Office of Mike Beede, PLLC, hereby files their Reply in Support of their previously filed Second Renewed Motion for Summary Judgment, and Plaintiffs'

Opposition to Defendants Nationstar Mortgage LLC and U.S. Bank, N.A.'s (hereafter "Nationstar and US Bank") Motion to Strike Plaintiffs' Second Renewed Motion for Summary Judgment.

This Reply and Opposition is made and based upon the attached Memorandum of Points and Authorities, the Motion, all papers and pleadings on file herein, and any oral argument at the time of the hearing

Dated this 31st day of January, 2019.

THE LAW OFFICE OF MIKE BEEDE, PLLC

By: */s/ Michael Beede*

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Nationstar and US Bank point to the Court's April 2016 Summary Judgment Order that tender preserved the deed of trust, and claim that continued Discovery did not reveal any existence of nuisance abatement charges. Nationstar and US Bank also claim that Plaintiffs' are using improper tactics by filing a Second Renewed Motion for Summary Judgment. Since the dispositive motion and reconsideration deadlines have passed, these Defendants boldly claim that Plaintiffs' admittedly filed their Second Renewed Motion for Summary Judgment as an attempt to seek this Court's attention in ruling on the currently pending, previously filed renewed motions for summary judgment, filed by both parties.

Nationstar and US Bank seemingly suggest that Plaintiff's Second Renewed Motion for Summary Judgment should be stricken without any reference to any authority supporting that

position. The Banks rely heavily on recent Nevada Supreme Court precedent in *Bank of Am., N.A. v. SFR Invs. Pool 1, LLC*, 134 Nev. Adv. Op. 72, 427 P.3d 113 (2018) (*Diamond Spur*). *Diamond Spur* has no relation to a Motion to Strike or to the arguments raised by Plaintiff in its Second Renewed Motion for Summary Judgment.

Additionally, Republic Silver State Disposal, Inc., d/b/a Republic Services (hereafter "Republic Services") filed a Limited Opposition to Plaintiffs' Second Renewed Motion for Summary Judgment. Republic Services is not opposed to the relief requested by the Plaintiffs. However, they do cite NRS 444.520(3) to claim that their perpetual and super-priority lien is superior to any of the other interests represented in this case. Republic Services request that any Order issued regarding this matter reflect Republic Services' super priority status as first priority above all other parties.

II. LEGAL ARGUMENT

A. REPLY IN SUPPORT OF RENEWED MOTION FOR SUMMARY JUDGMENT

1) Plaintiff's Motion is Property Before the Court

This Court "may reconsider a previously decided issue if substantially different evidence is subsequently introduced or the decision is clearly erroneous." *Masonry and Tile Contractors Ass'n of Southern Nevada v. Jolley, Urga & Wirth, Ltd.*, 113 Nev. 737, 741, 941 P.2d 486, 489 (1997) (internal citations omitted). A court has discretion to depart from a prior order when "(1) the motion is necessary to correct manifest errors of law or fact upon which the judgment is based; …". *Turner v. Burlington N. Santa Fe R. Co.*, 338 F.3d1058, 1063 (9th Cir.2003) (quoting *McDowell v. Calderon*, 197 F.3d 1253, 1254 n. 1 (9th Cir. 1999) (en banc)); see also *Kona Enters Inc. v. Estate of Bishop*, 229 F.3d 877, 890 (9th Cir.2000). A motion to reconsider must set forth the following: (1) some valid reason why the court should revisit its prior order; and (2) facts or law in support of reversing the prior decision. *Frasure v. United States*, 256 F.Supp.2d 1180, 1183 (D.Nev. 2003). A court has inherent authority to reconsider its prior orders at any time. *Trail v. Faretto*, 91 Nev. 401, 403, 536 P.2d 1026, 1027 (1975) ("[A] court may, for sufficient cause shown, amend, correct, resettle, modify, or vacate, as the case may be, an order previously made

and entered on motion in the progress of the cause or proceeding."); see also *Barry v. Lindner*, 119 Nev. 661, 670, 81 P.3d 537, 543 (Nev. 2003) (NRCP 54(b) permits a district court to revise orders at any time before the entry of final judgment).

As pointed out by BANA, there are significant changes to the legal landscape surrounding HOA sales. Of course, BANA continues its longstanding practice of misreading and over-extending Supreme Court decisions. There are several ways to evaluate Plaintiff's Second Renewed Motion for Summary Judgment. Initially, it could be treated as a brand-new motion for summary judgment. In which case the merits of the new briefing should be reached. Alternatively, it could be treated as a motion for reconsideration of certain points of prior summary judgment orders. In which case, as set forth in the preceding paragraph revisiting prior orders is appropriate until a final judgment is issued. NRCP 54(b). Finally it could be treated as a supplemental briefing regarding the prior submitted motion for summary judgment, which the court has wide discretion to permit and consider. *See*, EDCR 2.20 allowing supplemental briefs at the court's discretion.

2) Defendant Fails to Identify Any Legal Basis for Its Position That NRS 116.3116 Should Be Construed In Contravention Of Its Plain Language Meaning

Defendant remains unable to provide this Court with any basis for its position that the plain language of NRS 116.3116 should be ignored. Specifically NRS 116.3116 grants superpriority to the assessments for common expenses "**which would have become due in the absence of acceleration during the 9 months immediately preceding institution of an action to enforce the lien.**" (emphasis added) It is undisputed that that the notice of delinquent assessments lien was mailed in April of 2011. The amount of the assessments which came due in the absence of acceleration in the nine months prior was $216.00. The bank failed to pay or offer to pay $216.00 to satisfy the HOA's superpriority lien portion, and therefore failed to protect its interest. Any other interpretation of the statute would refute every relevant rule of statutory construction.

3) Nationstar Fails to Present Any Evidence That It Has a Claim to the Deed of Trust

Without citation, authority, or evidence, Nationstar asserts that it has an interest in the property only as servicer of an interest held by US Bank. However, Nationstar has not provided a scintilla of evidence demonstrating that Nationstar has any servicing relationship with US Bank. Having failed to offer any evidence to refute the chain of assignments of the Deed of Trust which clarify that Nationstar has no interest, judgement against Nationstar is required.

Ultimately, Plaintiff's renewed filing seeks to place before the court the relevant and current authority necessary to evaluate the pending claims on their merits. Summary Judgment is appropriate in this matter and should be entered in favor of Plaintiff.

B. OPPOSITION TO BANKS' MOTION TO STRIKE

EDCR 2.20(c) requires that, "A party filing a motion must also serve and file with it a memorandum of points and authorities in support of each ground thereof. The absence of such memorandum may be construed as an admission that the motion is not meritorious, as cause for its denial or as a waiver of all grounds not so supported." In this case the Banks titled their filing as a Motion to Strike, but provided no citation to any rule, statute or case which would support their Motion to Strike. The Banks have waived the opportunity to properly support their motion to strike by failing to provide even a scintilla of valid argument in favor in their original filing. As such their purported motion to strike is not properly before this Court, and must not be addressed on its merits.

III. CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests that the Court grant Plaintiff's Second Renewed Motion for Summary Judgment. Additionally, Plaintiff requests that this Court deny Defendants' Motion to Strike Plaintiffs' Second Renewed Motion for Summary Judgment.

Dated this 31st day of January, 2019.

THE LAW OFFICE OF MIKE BEEDE, PLLC

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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of The Law Office of Mike Beede, PLLC and that on the 31st day of January, 2019, I did cause a true and correct copy of the foregoing **PLAINTIFFS' REPLY IN SUPPORT OF SECOND RENEWED MOTION FOR SUMMARY JUDGMENT AND PLAINTIFFS' OPPOSITION TO DEFENDANTS NATIONSTAR MORTGAGE LLC AND U.S. BANL, N.A.'S MOTION TO STRIKE** to be served upon each of the parties listed below via electronic service through the Eighth Judicial District Court's Odyssey E-File and Serve System:

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DISTRICT COURT

CLARK COUNTY, NEVADA

ANTHONY S. NOONAN IRA, LLC; and LOU NOONAN; and JAMES M. ALLRED IRA, LLC; Plaintiff, v. MATTHEW M. BIGAM; and REPUBLIC MORTGAGE; and REPUBLIC MORTGAGE, LLC; and U.S. BANK NATIONAL ASSOCIATION EE; and BANK OF AMERICA, N.A.; and NATIONSTAR MORTGAGE, LLC; and ROE CORPORATIONS I-V, inclusive, Defendants.	Case No.: A-14-710465-C Dept.: IV **FINDINGS OF FACT, CONCLUSIONS OF LAW AND JUDGMENT** Date of Hearing: February 7, 2019 Time of Hearing: 9:00 a.m.

This case came for hearing on Plaintiffs Anthony S. Noonan IRA, LLC, Lou Noonan, and James M. Allred IRA, LLC's (**Plaintiffs**) motion for summary judgment, originally filed June 10, 2015, and defendants Nationstar Mortgage LLC (**Nationstar**) and U.S. Bank National Association (**U.S. Bank**) (Nationstar and U.S. Bank, together, **defendants**) motion for summary judgment filed July 6, 2015. Plaintiffs filed a supplement in support of their motion for summary judgment on March 30, 2016. The court denied both parties' summary judgment motions by minute order entered April 8, 2016, followed by a written order entered May 3, 2016 (**first MSJ order**). The first MSJ

order made some findings of fact and conclusions of law, and the court allowed additional limited discovery.

Plaintiffs filed a motion for reconsideration on April 18, 2016, which defendants moved to strike on May 3, 2016. The court denied both motions.

On November 10, 2016, Plaintiffs and defendants both filed renewed motions for summary judgment.

On December 19, 2018, Plaintiffs filed a second renewed motion for summary judgment, which defendants again moved to strike.

A hearing on the parties renewed motions for summary judgment, Plaintiffs' second renewed motion for summary judgment and defendants' motion to strike was held February 7, 2019. Michael Beede, Esq. appeared for Plaintiffs. Donna Wittig, Esq. appeared for defendants.[1]

The court, having reviewed the briefs and having heard arguments of counsel, makes the following findings of fact, conclusions of law and judgment on Plaintiffs' claims for quiet title/declaratory relief, injunctive relief and slander of title against defendants.

FINDINGS OF FACT

A. Findings of Fact from the First MSJ Order

The court incorporates its findings of fact from the May 3, 2016 Order Denying Plaintiffs' and Nationstar Mortgage LLC's and U.S. Bank N.A.s Motions for Summary Judgment as follows:

1. In February 2007, Matthew and Leah Bigam purchased the property. The Bigams financed ownership of the property by way of a loan with Republic Mortgage LLC in the amount of $479,400.00 secured by a deed of trust (the **senior deed of trust**) dated February 17, 2009.

2. On October 3, 2011, U.S. Bank was assigned the deed of trust. Bank of America, N.A., and later Nationstar, serviced the loan.

. . .

[1] Drew Starbuck, Esq. appeared for defendant Republic Silver State Disposal, Inc. (**Republic**) for the limited oppositions Republic filed to the various motions. Mr. Starbuck was excused from the proceedings, as a settlement has been reached between Plaintiffs and Republic which shall be memorialized by separate stipulation.

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3. The property is located in Coronado Ranch Landscape Maintenance Association (**the HOA**).

4. Monthly assessments on the property are $18.

5. On April 26, 2011, the HOA through its agent, Red Rock Financial Services (**Red Rock**) recorded a notice of delinquent assessment lien. In the notice, the HOA stated the Bigams owed $730.92, which includes assessments, late fees, interest, fines/violations and collection fees and costs.

6. On June 21, 2011, the HOA, through its agent Red Rock, recorded a notice of default and election to sell to satisfy the delinquent assessment lien. The notice states the amount due to the HOA was $1,775.62, but does not specify whether it includes assessments, interest, fees and collection costs in addition to assessments.

7. On July 25, 2011, after the HOA recorded its notice of default, Miles Bauer Bergstrom & Winters (**Miles Bauer**), a law firm retained by Bank of America, N.A. (**BANA**), the loan servicer at the time for U.S. Bank's predecessor, Republic Mortgage, contacted the HOA, care of Red Rock, and requested a ledger identifying the super-priority amount allegedly owed to the HOA.

8. In response, the HOA provided a ledger, dated August 10, 2011, identifying the total amount allegedly owed.

9. Based on the annual assessment amount identified in the HOA's August 10, 2011 ledger, BANA accurately calculated the sum of nine months of common assessments as $162.00 and tendered that amount to the HOA on August 26, 2011.

10. The HOA refused BANA's tender but provided no explanation.

11. Despite BANA's tender, the HOA and Red Rock moved forward with foreclosure.

12. On June 26, 2014, the HOA, through its agent, Red Rock, recorded a notice of trustee's sale scheduling a sale for July 21, 2014. The notice states the amount the Bigam owed the HOA was $2,825.99, but does not specify whether it includes assessments, interest, fees and collection costs in addition to assessments.

13. The HOA foreclosed on the property on July 21, 2014.

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14. A foreclosure deed in favor of Plaintiffs was recorded on July 25, 2014.

15. The deed states Plaintiffs paid $50,100.00 to purchase the property, less than 18% of the property's stated transfer tax value $286,149.

B. Additional Findings of Fact

The court makes the following additional findings of fact:

16. The HOA charged an annual assessment of $216.00 per year which came due on January 1, 2011. Despite the HOA's assessments coming due annually on January 1, at the time Red Rock recorded the notice of delinquent assessment lien in April 2011, the Bigams were only four (4) months past due on their annual assessment.

17. No nuisance abatement charges existed at the time Red Rock recorded the notice of delinquent assessment lien.

18. Miles Bauer's letter accompanying the tender check was not impermissibly conditional, as BANA had the right to insist on each condition contained in the letter.

CONCLUSIONS OF LAW

A. Summary Judgment Burden and HOA Litigation Proof Overview

1. Summary judgment is proper when there is no genuine issue of material fact and the movant is entitled to judgment as a matter of law. NRCP 56(c); *see also Wood v. Safeway, Inc.*, 121 Nev. 724, 730, 121 P.3d 1026, 1030 (2005). After the movant has carried its burden to identify issues where there is no genuine issue of material fact, the non-moving party must "set forth specific facts demonstrating the existence of a genuine issue for trial or have summary judgment entered against him." *Wood*, 121 Nev. at 732.

2. The Nevada Supreme Court confirmed that an association's super-priority lien is limited to nine months of delinquent assessments. *Horizons at Seven Hills Homeowners Ass'n v. Ikon Holdings, LLC*, 132 Nev. Adv. Op. 35, 373 P.3d 66, 73 (2016) ("[W]e conclude the superpriority lien ... is limited to an amount equal to the common expense assessments due during the nine months before foreclosure.").

3. In *SFR Investments Pool 1, LLC v. U.S. Bank, N.A.*, the Supreme Court clearly stated that a mortgagee's pre-foreclosure payment of the super-priority amount prevents the deed of trust

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from being extinguished. 130 Nev. Adv. Op. 75, 334 P.3d 408, 414 ("[A]s junior lienholder, [the holder of the first deed of trust] could have paid off the [HOA] lien to avert loss of its security[.]") (emphasis added); *id.*, at 413 ("As a practical matter, secured lenders will most likely pay the [9] months' assessments demanded by the association rather than having the association foreclose on the unit.").

4. Coupling the Nevada Supreme Court's holdings in *SFR Investments* and *Ikon Holdings* shows that a mortgagee's tender to an association of nine months' delinquent assessments extinguishes the association's super-priority lien, even whereas here, the HOA assessments were charged on an annual basis. This is because the superpriority portion of an HOA's lien is limited to 9 months' worth of assessments immediately preceding institution of an action that "would have become due *in the absence of acceleration.*" *Ikon Holdings*, 373 P.3d at 69 (emphasis added).

A. <u>Conclusions of Law from the First MSJ Order</u>

The court incorporates the following conclusions of law from the first MSJ order:

5. Defendants' tender of payment was sufficient to preserve their interest in the subject property.

6. Defendants made a good-faith tender of payment to satisfy the superpriority lien despite lacking an accurate accounting from the HOA of all charges incurred against the subject property.

7. The HOA's failure to provide such an accounting, and to subsequently request funds in excess of those included in the superpriority lien, effectively frustrated the defendants' efforts to pay the superpriority lien and preserve the defendants' interest in the property.

B. <u>Additional Conclusions of Law</u>

The court makes the following additional conclusions of law:

8. The court finds there are no genuine issues of material fact as to whether defendants' $162.00 tender was sufficient to satisfy the superpriority portion of the HOA's lien. BANA's $162.00 tender equaled nine months' worth of assessments, which tender was more than sufficient given the Bigams were only four months past due on their annual assessment when Red Rock recorded the notice of delinquent assessment lien in April 2011. At the time of either Red Rock's

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recording of the notice of delinquent assessment lien, or at the time of BANA's tender, no additional charges such as nuisance abatement charges, existed to add to the superpriority portion of the HOA's lien.

9. The Nevada Supreme Court published controlling precedent on September 13, 2018 in the case of *Bank of Am., N.A. v. SFR Invs. Pool 1, LLC*, 134 Nev. Adv. Op. 72, 427 P.3d 113 (2018) (***Diamond Spur***) that confirms BANA's tender properly preserved the deed of trust. In both *Diamond Spur* and the instant case, Bank of America contacted the HOA's collection agent seeking to obtain the superpriority amount and offering to pay that amount in full. 427 P.3d at 116. Bank of America tendered nine months' worth of assessments in both cases. *Id.* The letters included with both checks stated the HOAs' acceptance would be understood as "express agreement that [Bank of America]'s financial obligations towards the HOA in regards to the [property] have now been 'paid in full.'" *Id.* And in both cases the HOA, via its collection agent, rejected the payment and sold the property at foreclosure to a third-party buyer. *Id.* BANA's letter here was not impermissibly conditional.

10. Red Rock unjustifiably rejected BANA's super-priority payment. But that unjustified rejection is irrelevant – that payment discharged the super-priority lien under the tender doctrine. The tender doctrine is designed "to enable the debtor to ... relieve his property of encumbrance by offering his creditor all that he has any right to claim," which "does not mean that the debtor must offer an amount beyond reasonable dispute, but it means the amount due, — actually due." *Dohrman v. Tomlinson*, 399 P.2d 255, 258 (Id. 1965). *See also Diamond Spur*, 427 P.3d at 118-19.

11. Plaintiffs' status as a bona fide purchaser is irrelevant. *Diamond Spur*, 427 P.3d at 121 ("A party's status as a BFP is irrelevant when a defect in the foreclosure proceeding renders the sale void").

12. BANA was not required to record its tender. *Id.* at 119.

13. Plaintiffs contend that the superpriority amount in this action is $216.00, or the entire annual assessment of $216.00 which came due on January 1, 2011. Plaintiffs contend that this is the amount of "the assessments for common expenses based on the periodic budget adopted by the association pursuant to NRS 116.3115 which would have become due in the absence of acceleration

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during the 9 months immediately preceding institution of an action to enforce the lien" as contemplated by NRS 116.3116.

14. The Court declines to adopt Plaintiffs' interpretation of NRS 116.3116 and its application to the instant facts. Although the Court acknowledges that $216.00 of assessments came due on January 1, 2011, four month prior to mailing and recording of the notice of delinquent assessment lien, the Court finds that where a property is subject to an annual assessment, the superpriority lien portion is limited to nine twelfths (or 75%) of the annual assessment. The Court further finds that because the Bigams had only been delinquent on their annual assessment for four months, the superpriority amount is limited to four twelfths (or 33.33%) of the annual assessment.

15. Nationstar, as servicer for U.S. Bank, has a valid property interest in the property. To the extent Nationstar does not have a property interest, as argued by Plaintiffs, judgment cannot be entered against an unwilling party-defendant with no interest in the property.

ORDER

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that defendants' motion for summary judgment is **GRANTED**, and defendants' motion to strike Plaintiffs; second renewed motion for summary judgment is **DENIED**;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiffs' motion for summary judgment, and renewed motions for summary judgment are **DENIED**;

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED Plaintiffs purchased their interest in the Property subject to the senior deed of trust;

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that all persons or entities whom were granted title or an interest in the Property through the HOA Sale took such title or interest subject to the obligations secured by the senior deed of trust.

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IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that there being no just reason for delay, this Order is hereby certified as a final judgment pursuant to NRCP 54(b) for purposes of appeal.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that trial and all pretrial deadlines are VACATED.

DATED: March 13, 2019.

HONORABLE KERRY EARLY

Submitted by: **AKERMAN LLP** MELANIE D. MORGAN, ESQ. Nevada Bar No. 8215 DONNA M. WITTIG, ESQ. Nevada Bar No. 11015 1635 Village Center Circle, Suite 200 Las Vegas, Nevada 89134 *Attorneys for Nationstar Mortgage LLC and U.S. Bank*	*Reviewed and approved as to form/content by:* **THE LAW OFFICE OF MIKE BEEDE, PLLC** MICHAEL N. BEEDE, ESQ. Nevada Bar No. 13068 2470 St. Rose Parkway, Suite 307 Henderson, Nevada 89074 *Attorneys for Plaintiffs*
Reviewed and approved as to form/content by: **WILLIAMS & ASSOCIATES** DONALD H. WILLIAMS, ESQ. Nevada Bar No. 5548 DREW J. STARBUCK, ESQ. Nevada Bar No. 13964 612 S. Tenth St. Las Vegas, NV 89101 *Attorneys for Defendant Republic Silver State Disposal, Inc.*	

A-14-710465C

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DATED: March 13, 2019.

KERRY L. EARLEY

HONORABLE KERRY EARLY

Submitted by: **AKERMAN LLP** MELANIE D. MORGAN, ESQ. Nevada Bar No. 8215 DONNA M. WITTIG, ESQ. Nevada Bar No. 11015 1635 Village Center Circle, Suite 200 Las Vegas, Nevada 89134 *Attorneys for Nationstar Mortgage LLC and U.S. Bank*	*Reviewed and approved as to form/content by:* **THE LAW OFFICE OF MIKE BEEDE, PLLC** MICHAEL N. BEEDE, ESQ. Nevada Bar No. 13068 2470 St. Rose Parkway, Suite 307 Henderson, Nevada 89074 *Attorneys for Plaintiffs*
Reviewed and approved as to form/content by: **WILLIAMS & ~~ASSOCIATES~~** STARBUCK DONALD H. WILLIAMS, ESQ. Nevada Bar No. 5548 DREW J. STARBUCK. ESQ. Nevada Bar No. 13964 612 S. Tenth St. Las Vegas, NV 89101 *Attorneys for Defendant Republic Silver State Disposal, Inc.*	

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CLERK OF THE COURT

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Email: ariel.stern@akerman.com
Email: donna.wittig@akerman.com

Attorneys for Defendants Nationstar Mortgage LLC & U.S. Bank, N.A.

DISTRICT COURT

CLARK COUNTY, NEVADA

ANTHONY S. NOONAN IRA, LLC; and LOU NOONAN; and JAMES M. ALLRED IRA, LLC; Plaintiff, v. MATTHEW M. BIGAM; and REPUBLIC MORTGAGE; and REPUBLIC MORTGAGE, LLC; and U.S. BANK NATIONAL ASSOCIATION EE; and BANK OF AMERICA, N.A.; and NATIONSTAR MORTGAGE, LLC; and ROE CORPORATIONS I-V, inclusive, Defendants.	Case No.: A-14-710465-C Dept.: IV **NOTICE OF ENTRY OF FINDINGS OF FACT, CONCLUSIONS OF LAW AND JUDGMENT**

TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that a **FINDINGS OF FACT, CONCLUSIONS OF LAW AND JUDGMENT** has been entered by this Court on the 18th day of March, 2019, in the above-captioned matter. A copy of said Order is attached hereto as **Exhibit A.**

Dated this 19th day of March, 2019

AKERMAN LLP

/s/ Donna M. Wittig
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Nevada Bar No. 8215
DONNA M. WITTIG, ESQ.
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of AKERMAN LLP, and that on this 19th day of March, 2019, I caused to be served a true and correct copy of the foregoing **NOTICE OF ENTRY OF FINDINGS OF FACT, CONCLUSIONS OF LAW AND JUDGMENT**, in the following manner:

(ELECTRONIC SERVICE) Pursuant to Administrative Order 14-2, the above-referenced document was electronically filed on the date hereof and served through the Notice of Electronic Filing automatically generated by the Court's facilities to those parties listed on the Court's Master Service List as follows:

WILLIAMS & ASSOCIATES
Donald H. Williams, Esq. dwilliams@dhwlawlv.com
Drew Starbuck, Esq. dstarbuck@dhwlawlv.com
Robin Gullo rgullo@dhwlawlv.com

LAW OFFICE OF MIKE BEEDE, PLLC
EService EserviceLegalLV@gmail.com
Mike Beede Mike@legallv.com

/s/ Carla Llarena
An employee of AKERMAN LLP

48353898;1

EXHIBIT A

EXHIBIT A

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Steven D. Grierson
CLERK OF THE COURT

FFCL
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Attorneys for Defendants Nationstar Mortgage LLC & U.S. Bank, N.A.

DISTRICT COURT

CLARK COUNTY, NEVADA

ANTHONY S. NOONAN IRA, LLC; and LOU NOONAN; and JAMES M. ALLRED IRA, LLC; Plaintiff, v. MATTHEW M. BIGAM; and REPUBLIC MORTGAGE; and REPUBLIC MORTGAGE, LLC; and U.S. BANK NATIONAL ASSOCIATION EE; and BANK OF AMERICA, N.A.; and NATIONSTAR MORTGAGE, LLC; and ROE CORPORATIONS I-V, inclusive, Defendants.	Case No.: A-14-710465-C Dept.: IV **FINDINGS OF FACT, CONCLUSIONS OF LAW AND JUDGMENT** Date of Hearing: February 7, 2019 Time of Hearing: 9:00 a.m.

This case came for hearing on Plaintiffs Anthony S. Noonan IRA, LLC, Lou Noonan, and James M. Allred IRA, LLC's (**Plaintiffs**) motion for summary judgment, originally filed June 10, 2015, and defendants Nationstar Mortgage LLC (**Nationstar**) and U.S. Bank National Association (**U.S. Bank**) (Nationstar and U.S. Bank, together, **defendants**) motion for summary judgment filed July 6, 2015. Plaintiffs filed a supplement in support of their motion for summary judgment on March 30, 2016. The court denied both parties' summary judgment motions by minute order entered April 8, 2016, followed by a written order entered May 3, 2016 (**first MSJ order**). The first MSJ

order made some findings of fact and conclusions of law, and the court allowed additional limited discovery.

Plaintiffs filed a motion for reconsideration on April 18, 2016, which defendants moved to strike on May 3, 2016. The court denied both motions.

On November 10, 2016, Plaintiffs and defendants both filed renewed motions for summary judgment.

On December 19, 2018, Plaintiffs filed a second renewed motion for summary judgment, which defendants again moved to strike.

A hearing on the parties renewed motions for summary judgment, Plaintiffs' second renewed motion for summary judgment and defendants' motion to strike was held February 7, 2019. Michael Beede, Esq. appeared for Plaintiffs. Donna Wittig, Esq. appeared for defendants.[1]

The court, having reviewed the briefs and having heard arguments of counsel, makes the following findings of fact, conclusions of law and judgment on Plaintiffs' claims for quiet title/declaratory relief, injunctive relief and slander of title against defendants.

FINDINGS OF FACT

A. Findings of Fact from the First MSJ Order

The court incorporates its findings of fact from the May 3, 2016 Order Denying Plaintiffs' and Nationstar Mortgage LLC's and U.S. Bank N.A.s Motions for Summary Judgment as follows:

1. In February 2007, Matthew and Leah Bigam purchased the property. The Bigams financed ownership of the property by way of a loan with Republic Mortgage LLC in the amount of $479,400.00 secured by a deed of trust (the **senior deed of trust**) dated February 17, 2009.

2. On October 3, 2011, U.S. Bank was assigned the deed of trust. Bank of America, N.A., and later Nationstar, serviced the loan.

. . .

[1] Drew Starbuck, Esq. appeared for defendant Republic Silver State Disposal, Inc. (**Republic**) for the limited oppositions Republic filed to the various motions. Mr. Starbuck was excused from the proceedings, as a settlement has been reached between Plaintiffs and Republic which shall be memorialized by separate stipulation.

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3. The property is located in Coronado Ranch Landscape Maintenance Association (**the HOA**).

4. Monthly assessments on the property are $18.

5. On April 26, 2011, the HOA through its agent, Red Rock Financial Services (**Red Rock**) recorded a notice of delinquent assessment lien. In the notice, the HOA stated the Bigams owed $730.92, which includes assessments, late fees, interest, fines/violations and collection fees and costs.

6. On June 21, 2011, the HOA, through its agent Red Rock, recorded a notice of default and election to sell to satisfy the delinquent assessment lien. The notice states the amount due to the HOA was $1,775.62, but does not specify whether it includes assessments, interest, fees and collection costs in addition to assessments.

7. On July 25, 2011, after the HOA recorded its notice of default, Miles Bauer Bergstrom & Winters (**Miles Bauer**), a law firm retained by Bank of America, N.A. (**BANA**), the loan servicer at the time for U.S. Bank's predecessor, Republic Mortgage, contacted the HOA, care of Red Rock, and requested a ledger identifying the super-priority amount allegedly owed to the HOA.

8. In response, the HOA provided a ledger, dated August 10, 2011, identifying the total amount allegedly owed.

9. Based on the annual assessment amount identified in the HOA's August 10, 2011 ledger, BANA accurately calculated the sum of nine months of common assessments as $162.00 and tendered that amount to the HOA on August 26, 2011.

10. The HOA refused BANA's tender but provided no explanation.

11. Despite BANA's tender, the HOA and Red Rock moved forward with foreclosure.

12. On June 26, 2014, the HOA, through its agent, Red Rock, recorded a notice of trustee's sale scheduling a sale for July 21, 2014. The notice states the amount the Bigam owed the HOA was $2,825.99, but does not specify whether it includes assessments, interest, fees and collection costs in addition to assessments.

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14. A foreclosure deed in favor of Plaintiffs was recorded on July 25, 2014.

15. The deed states Plaintiffs paid $50,100.00 to purchase the property, less than 18% of the property's stated transfer tax value $286,149.

B. Additional Findings of Fact

The court makes the following additional findings of fact:

16. The HOA charged an annual assessment of $216.00 per year which came due on January 1, 2011. Despite the HOA's assessments coming due annually on January 1, at the time Red Rock recorded the notice of delinquent assessment lien in April 2011, the Bigams were only four (4) months past due on their annual assessment.

17. No nuisance abatement charges existed at the time Red Rock recorded the notice of delinquent assessment lien.

18. Miles Bauer's letter accompanying the tender check was not impermissibly conditional, as BANA had the right to insist on each condition contained in the letter.

CONCLUSIONS OF LAW

A. Summary Judgment Burden and HOA Litigation Proof Overview

1. Summary judgment is proper when there is no genuine issue of material fact and the movant is entitled to judgment as a matter of law. NRCP 56(c); *see also Wood v. Safeway, Inc.*, 121 Nev. 724, 730, 121 P.3d 1026, 1030 (2005). After the movant has carried its burden to identify issues where there is no genuine issue of material fact, the non-moving party must "set forth specific facts demonstrating the existence of a genuine issue for trial or have summary judgment entered against him." *Wood*, 121 Nev. at 732.

2. The Nevada Supreme Court confirmed that an association's super-priority lien is limited to nine months of delinquent assessments. *Horizons at Seven Hills Homeowners Ass'n v. Ikon Holdings, LLC*, 132 Nev. Adv. Op. 35, 373 P.3d 66, 73 (2016) ("[W]e conclude the superpriority lien ... is limited to an amount equal to the common expense assessments due during the nine months before foreclosure.").

3. In *SFR Investments Pool 1, LLC v. U.S. Bank, N.A.*, the Supreme Court clearly stated that a mortgagee's pre-foreclosure payment of the super-priority amount prevents the deed of trust

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4. Coupling the Nevada Supreme Court's holdings in *SFR Investments* and *Ikon Holdings* shows that a mortgagee's tender to an association of nine months' delinquent assessments extinguishes the association's super-priority lien, even whereas here, the HOA assessments were charged on an annual basis. This is because the superpriority portion of an HOA's lien is limited to 9 months' worth of assessments immediately preceding institution of an action that "would have become due *in the absence of acceleration.*" *Ikon Holdings*, 373 P.3d at 69 (emphasis added).

A. <u>Conclusions of Law from the First MSJ Order</u>

The court incorporates the following conclusions of law from the first MSJ order:

5. Defendants' tender of payment was sufficient to preserve their interest in the subject property.

6. Defendants made a good-faith tender of payment to satisfy the superpriority lien despite lacking an accurate accounting from the HOA of all charges incurred against the subject property.

7. The HOA's failure to provide such an accounting, and to subsequently request funds in excess of those included in the superpriority lien, effectively frustrated the defendants' efforts to pay the superpriority lien and preserve the defendants' interest in the property.

B. <u>Additional Conclusions of Law</u>

The court makes the following additional conclusions of law:

8. The court finds there are no genuine issues of material fact as to whether defendants' $162.00 tender was sufficient to satisfy the superpriority portion of the HOA's lien. BANA's $162.00 tender equaled nine months' worth of assessments, which tender was more than sufficient given the Bigams were only four months past due on their annual assessment when Red Rock recorded the notice of delinquent assessment lien in April 2011. At the time of either Red Rock's

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9. The Nevada Supreme Court published controlling precedent on September 13, 2018 in the case of *Bank of Am., N.A. v. SFR Invs. Pool 1, LLC*, 134 Nev. Adv. Op. 72, 427 P.3d 113 (2018) (***Diamond Spur***) that confirms BANA's tender properly preserved the deed of trust. In both *Diamond Spur* and the instant case, Bank of America contacted the HOA's collection agent seeking to obtain the superpriority amount and offering to pay that amount in full. 427 P.3d at 116. Bank of America tendered nine months' worth of assessments in both cases. *Id.* The letters included with both checks stated the HOAs' acceptance would be understood as "express agreement that [Bank of America]'s financial obligations towards the HOA in regards to the [property] have now been 'paid in full.'" *Id.* And in both cases the HOA, via its collection agent, rejected the payment and sold the property at foreclosure to a third-party buyer. *Id.* BANA's letter here was not impermissibly conditional.

10. Red Rock unjustifiably rejected BANA's super-priority payment. But that unjustified rejection is irrelevant – that payment discharged the super-priority lien under the tender doctrine. The tender doctrine is designed "to enable the debtor to … relieve his property of encumbrance by offering his creditor all that he has any right to claim," which "does not mean that the debtor must offer an amount beyond reasonable dispute, but it means the amount due, — actually due." *Dohrman v. Tomlinson*, 399 P.2d 255, 258 (Id. 1965). *See also Diamond Spur*, 427 P.3d at 118-19.

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14. The Court declines to adopt Plaintiffs' interpretation of NRS 116.3116 and its application to the instant facts. Although the Court acknowledges that $216.00 of assessments came due on January 1, 2011, four month prior to mailing and recording of the notice of delinquent assessment lien, the Court finds that where a property is subject to an annual assessment, the superpriority lien portion is limited to nine twelfths (or 75%) of the annual assessment. The Court further finds that because the Bigams had only been delinquent on their annual assessment for four months, the superpriority amount is limited to four twelfths (or 33.33%) of the annual assessment.

15. Nationstar, as servicer for U.S. Bank, has a valid property interest in the property. To the extent Nationstar does not have a property interest, as argued by Plaintiffs, judgment cannot be entered against an unwilling party-defendant with no interest in the property.

ORDER

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that defendants' motion for summary judgment is **GRANTED**, and defendants' motion to strike Plaintiffs; second renewed motion for summary judgment is **DENIED**;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiffs' motion for summary judgment, and renewed motions for summary judgment are **DENIED**;

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED Plaintiffs purchased their interest in the Property subject to the senior deed of trust;

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that all persons or entities whom were granted title or an interest in the Property through the HOA Sale took such title or interest subject to the obligations secured by the senior deed of trust.

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. . .

AKERMAN LLP
1635 VILLAGE CENTER CIRCLE, SUITE 200
LAS VEGAS, NEVADA 89134
TEL.: (702) 634-5000 – FAX: (702) 380-8572

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that there being no just reason for delay, this Order is hereby certified as a final judgment pursuant to NRCP 54(b) for purposes of appeal.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that trial and all pretrial deadlines are VACATED.

DATED: March 13, 2019.

HONORABLE KERRY EARLY

Submitted by: **AKERMAN LLP** MELANIE D. MORGAN, ESQ. Nevada Bar No. 8215 DONNA M. WITTIG, ESQ. Nevada Bar No. 11015 1635 Village Center Circle, Suite 200 Las Vegas, Nevada 89134 *Attorneys for Nationstar Mortgage LLC and U.S. Bank*	*Reviewed and approved as to form/content by:* **THE LAW OFFICE OF MIKE BEEDE, PLLC** MICHAEL N. BEEDE, ESQ. Nevada Bar No. 13068 2470 St. Rose Parkway, Suite 307 Henderson, Nevada 89074 *Attorneys for Plaintiffs*
Reviewed and approved as to form/content by: **WILLIAMS & ASSOCIATES** DONALD H. WILLIAMS, ESQ. Nevada Bar No. 5548 DREW J. STARBUCK, ESQ. Nevada Bar No. 13964 612 S. Tenth St. Las Vegas, NV 89101 *Attorneys for Defendant Republic Silver State Disposal, Inc.*	

A-14-710465C

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KERRY L. EARLEY

HONORABLE KERRY EARLY

Submitted by: **AKERMAN LLP** MELANIE D. MORGAN, ESQ. Nevada Bar No. 8215 DONNA M. WITTIG, ESQ. Nevada Bar No. 11015 1635 Village Center Circle, Suite 200 Las Vegas, Nevada 89134 *Attorneys for Nationstar Mortgage LLC and U.S. Bank*	*Reviewed and approved as to form/content by:* **THE LAW OFFICE OF MIKE BEEDE, PLLC** MICHAEL N. BEEDE, ESQ. Nevada Bar No. 13068 2470 St. Rose Parkway, Suite 307 Henderson, Nevada 89074 *Attorneys for Plaintiffs*
Reviewed and approved as to form/content by: **WILLIAMS & ~~ASSOCIATES~~** STARBUCK DONALD H. WILLIAMS, ESQ. Nevada Bar No. 5548 DREW J. STARBUCK. ESQ. Nevada Bar No. 13964 612 S. Tenth St. Las Vegas, NV 89101 *Attorneys for Defendant Republic Silver State Disposal, Inc.*	

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IN THE SUPREME COURT OF THE STATE OF NEVADA

ANTHONY S. NOONAN IRA, LLC; LOU NOONAN; AND JAMES M. ALLRED IRA, LLC Appellants, v. U.S. BANK NATIONAL ASSOCIATION EE; AND NATIONSTAR MORTGAGE, LLC, Respondents.	Supreme Court No. 78624 District Court No. A-14-710465-C

Electronically Filed
Jun 03 2019 05:36 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

DOCKETING STATEMENT CIVIL APPEALS

1) **Lower Court:**
   Judicial District: 8th
   Department: 4
   County: Clark
   Judge: The Honorable Judge Kerry Earley
   District Court Case No.: A-14-710465-C

2) **Attorney Filing this docketing statement:**
   Law Office of Michael Beede, PLLC
   MICHAEL BEEDE, ESQ.
   Nevada Bar No. 13068
   JAMES W. FOX, ESQ.
   Nevada Bar No. 13122
   2470 St. Rose Pkwy, Suite 307
   Henderson, Nevada 89074
   Attorneys for Appellants, Anthony S. Noonan IRA, LLC, Lou Noonan, and James M. Allred IRA, LLC

3) **Attorneys representing respondents:**
   Akerman LLP
   MELANIE D. MORGAN, ESQ.
   Nevada Bar No. 8215
   DONNA M. WITTIG, ESQ.

Nevada Bar No. 11015
9510 W. Sahara Ave., Suite 200
Las Vegas, Nevada 89117
Attorneys for Respondents Nationstar Mortgage LLC and U.S. Bank, N.A.

4) Nature of disposition below (all that apply are named):

Respondents were awarded Summary Judgement

5) Does this appeal raise issues concerning child custody, venue, and/or termination of parental rights?

None apply.

6) Pending and prior proceedings in this Court.

None.

7) Pending and prior proceedings in other courts.

With the exception of the underlying case (A-14-710465-C), no other Courts have heard any other proceeding relating or arising from the case herein.

8) Nature of the action (attorney input needed):

In this action, Appellants argue that it took title to the property located at 7883 Tahoe Ridge Ave., Las Vegas, NV 89139, and bearing Clark County Assessor's Parcel Number 176-11-311-013 (the "Property") free and clear of all liens as a result of an HOA superpriority lien foreclosure sale. The Court ruled in favor of Respondents, Nationstar Mortgage, LLC and U.S. Bank, N.A. ("Respondents") on the errant conclusion that deed of trust beneficiary satisfied the HOA's superpriority

lien portion. Appellant contends that the deed of trust beneficiary miscalculated the superpriority lien portion. Based on the miscalculation, the deed of trust beneficiary's agent attempted to pay an insufficient amount, but conditioned the payment on the agreement that the debt had been paid-in-full.

On December 1, 2014, Plaintiffs/Appellants filed a quiet title complaint to have the District Court declare that Plaintiffs bought the property free and clear of all competing interests. On April 8, 2016, Plaintiffs' previous Motion for Summary Judgment, and Defendants Nationstar Mortgage, LLC (hereafter, "Nationstar") and U.S. Bank, N.A.'s (hereafter, "US Bank") (collectively, "Defendants") Motion for Summary Judgment came on for hearing before the District Court. At the hearing, the Court denied both motions for summary judgment, and ordered the parties to engage in discovery.

Following the close of discovery, Plaintiffs and Nationstar each filed competing dispositive motions on November 10, 2016. Although fully briefed, no hearing was held and the motions remained undecided. The parties have since stipulated to continue trial twice in anticipation of the Court's holding on the pending motions. Plaintiffs renewed their Motion for Summary Judgment in an attempt to demonstrate that the development of case law surrounding NRS 116 had provided ample authority for this Court adjudicate this matter without the need for trial.

Ultimately, the Court ruled against Plaintiffs. In the filed Findings of Fact, Conclusions of Law and Judgment, the Court found that there were no genuine issues of material fact as to whether Defendants' tender was sufficient.

Plaintiff/Appellant contends that the District Court failed to adequately interpret the law which is grounds for reversal and remand.

9) Issue(s) on appeal:

a. Whether the District Court erred in finding no disputed issues of material fact as to whether the superpriority lien had been satisfied prior to the HOA Foreclosure Sale.

10) Pending proceedings in this court raising the same or similar issues.

Appellant's Counsel is unaware of any action pending before the Court which addresses the specific arguments advanced by Appellant in this action.

11) Constitutional Issues.

Appellant does not challenge the constitutionality of any Nevada statute.

12) Other Issues.

While a variety of arguments were proffered by the parties to this action, and this action implicates numerous issues, this Court need only consider those issues which are related to the issues argued in the Parties' competing dispositive motion practice.

13) Assignment to the Court of Appeals or retention in the Supreme Court.

The Nevada Supreme Court can retain jurisdiction of this case because this is a final judgment entered by the District Court in an action commenced in the District Court and presents a question of statewide public importance. NRAP 17(a)(11)

14) Trial.

This case did not reach trial.

15) Judicial Disqualification.

Appellant does not plan to file a judicial disqualification.

16) Date of entry of written judgment or order appealed from:

The Findings of Fact, Conclusions of Law and Judgment granting Respondents Nationstar Mortgage, LLC and U.S. Bank N.A.'s Motion for Summary Judgment was entered March 18, 2019.

17) Date of entry of written judgment or order appealed from:

The Notice of Entry of Findings of Fact, Conclusions of Law and Judgment granting Respondents Nationstar Mortgage, LLC and U.S. Bank N.A.'s Motion for Summary Judgment was entered on March 19, 2019.

18) Tolling of time to file an appeal:

Appellant is unaware of any motion that would have tolled the time to file an appeal.

19) Date notice of appeal was filed:

Appellant filed this Notice of Appeal with the District Court on April 17, 2019, and it was filed and docketed with the Nevada Supreme Court on April 24, 2019.

20) Specify statute or rule governing the time limit for filing the notice of appeal:

NRAP 4(a)(1).

21) Specify the statute or other authority granting this court jurisdiction to review the judgment or order appealed from:

NRAP 3A(b)(1).

22) List all parties involved in the action or consolidated actions in the District Court:

a. Parties:

   i. Plaintiffs/Appellants – Anthony S. Noonan, IRA, LLC; Lou Noonan; James M. Allred, LLC

   ii. Defendant/Respondent – Nationstar Mortgage LLC

   iii. Defendant/Respondent – U.S. Bank, N.A.

b. Parties not part of appeal:

   i. Defendant Matthew M. Bigam – Default 9/18/2015

ii. Defendant Republic Mortgage – Default – 2/27/2015

iii. Republic Mortgage LLC – Default – 2/27/2015

iv. Bank of America, NA – Judgment by Default 3/10/2015 – The Eighth Judicial District Court's Register of Actions inaccurately states that the 2/3/2015 Default against Bank of America, NA had been set aside.

v. Real Time Resolutions, Inc. – dismissed via Stipulation and Order – 6/30/2015

vi. Republic Silver State Disposal, Inc. At the time of this filing, it was discovered that an order has not yet been entered as to the claim between Republic and Appellant, but that such order is forthcoming.

23) Brief statement of each parties' claims, counterclaims, cross-claims and third-party claims, and the date of formal disposition of each claim.

a. Plaintiffs/Appellants' claims:

i. Declaratory Relief/Quite Title (resolved by the Findings of Fact, Conclusions of Law and Judgment, March 18, 2019).

ii. Preliminary and Permanent Injunction (resolved by the Findings of Fact, Conclusions of Law and Judgment, March 18, 2019).

iii. Slander to Title (resolved by the Findings of Fact, Conclusions of Law and Judgment, March 18, 2019).

b. Defendants/Respondents' Nationstar Mortgage, LLC and U.S. Bank, N.A. did not make any claims, counter-claims, or third-party claims. (A Findings of Fact, Conclusions of Law and Judgment granting Nationstar Mortgage, LLC and U.S. Bank, N.A.'s Motion for Summary Judgment was entered March 18, 2019.)

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

Yes, except as described under 22(b)(vi).

25) If "No" complete the following:

a. Specify the claims reaming pending below:

Republic Silver State Disposal, Inc. At the time of this filing, it was discovered that an order has not yet been entered as to the claim between Republic and Appellant, but that such order is forthcoming.

b. Specify parties remaining below:

Republic Silver State Disposal, Inc. At the time of this filing, it was discovered that an order has not yet been entered as to the claim between Republic and Appellant, but that such order is forthcoming.

c. **Did the Court certify the judgment or order appealed from as a final judgment pursuant to NRCP 54(b)?**

Yes.

d. **Did the court make an express determination, pursuant to NRCP 54(b) that there is no just reason for delay and an express direction for the entry of judgment?**

Yes.

26) If "No" to any part of question 25, explain the basis for seeking appellate review (e.g. order is independently appealable under NRAP 3A(b)).

N/A

27) Attached Please Find File Stamped copies of the following documents:

- Anthony S. Noonan IRA, LLC; and Lou Noonan; and James M. Allred IRA, LLC's Amended Complaint (filed 4/06/2015)
- Republic Silver State Disposal, Inc. Answer to Complaint (filed 4/22/2015)

- Nationstar and U.S. Bank's Answer to Amended Complaint (filed 1/29/2019)
- Default against Republic Mortgage (filed 2/27/2015)
- Default against Republic Mortgage, LLC (filed 2/27/2015)
- Default against Bank of America (filed 2/3/2015)
- Default against Nationstar Mortgage, LLC (filed 1/26/2015)
- Default against US Bank National Association EE (filed 2/3/2015)
- Default against Matthew M. Bigam (filed 9/18/2015)
- Judgment by Default against Bank of America, N.A. (filed 3/10/2015)
- Notice of Entry of Judgment by Default (filed 5/9/2019)
- Stipulation and Order for Dismissal of Real Time Resolutions, Inc. (filed 6/30/2015)
- Notice of Entry of Order for Dismissal of Real Time Resolutions, Inc. (filed 7/1/2015)
- Stipulation and Order Setting Aside Default of Nationstar and US Bank (filed 3/20/2015)
- Notice of Entry of Stipulation and Order Setting Aside Default of Nation Star and US Bank (filed 3/31/2015)

- Stipulation and Order to Continue Trial and All Trial Related Deadlines (filed 9/07/2017)
- Notice of Entry of Stipulation to Continue Trial and All Trial Related Deadlines (filed 9/7/2017)
- Stipulation to Continue Calendar Call, Trial and All Trial -Related Deadlines (Second Request) (filed 5/9/2018)
- Notice of Entry of Stipulation to Continue Calendar Call, Trial and All Trial-Related Deadlines (Second Request) (filed 5/10/2018)
- Plaintiffs' Second Renewed Motion for Summary Judgment (filed 12/19/2018)
- Nationstar and U.S. Bank's: (1) Motion to Strike Plaintiffs' Second Renewed Motion for Summary Judgment, and Alternatively, (2) Opposition to Plaintiffs' Second Renewed Motion for Summary Judgment, and (3) Supplement to Nationstar and U.S. Bank's Renewed Motion for Summary Judgment (filed 1/7/2019)
- Republic Silver State Disposal, Inc., d/b/a Republic Services' Limited Opposition to Plaintiff's Second Renewed Motion for Summary Judgment (filed 1/9/2019)

- Plaintiffs' Reply in Support of Second Renewed Motion for Summary Judgment and Plaintiffs' Opposition to Defendants Nationstar Mortgage LLC and U.S. Bank, N.A.'s Motion to Strike (filed 1/31/2019)
- Findings of Fact, Conclusions of Law and Judgment (filed 3/18/2019)
- Notice of Entry of Findings of Fact, Conclusions of Law and Judgment (filed 3/19/2019)

VERIFICATION

I declare under penalty of perjury that I have read this docketing statement, that the information provided in this docketing statement is true and complete to the best of my knowledge, information, and belief, and that I have attached all required documents to this docketing statement.

Anthony S. Noonan, IRA, LLC;
Lou Noonan;
James M. Allred IRA, LLC
Name of Appellants

Michael Beede, Esq.
Name of Appellant's Counsel of Record

June 3, 2019
Date

/s/Michael Beede
Signature of Appellant's Counsel of Record

Nevada, Clark County
State and County Where Signed

CERTIFICATE OF SERVICE

I, the undersigned, declare under penalty of perjury, that I am over the age of eighteen (18) years, and I am not a party to, nor interested in, this action. On June 3, 2019, I caused to be served a true and correct copy of the foregoing **DOCKETING STATEMENT CIVIL APPEALS** upon the following by the method indicated:

☐ **BY E-MAIL:** by transmitting via e-mail the document(s) listed above to the e-mail addresses set forth below and/or included on the Court's Service List for the above-referenced case.

X **BY ELECTRONIC SUBMISSION:** submitted to the above-entitled Court for electronic filing and service upon the Court's Service List for the above-referenced case.

☐ **BY U.S. MAIL:** by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Las Vegas, Nevada addressed as set forth below.

/s/ Michael Madden
An Employee of The Law Office of Mike Beede, PLLC

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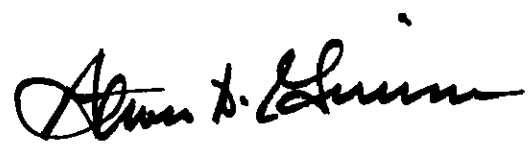

CLERK OF THE COURT

ACOM
MICHAEL N. BEEDE, ESQ.
Nevada State Bar No. 13068
THE LAW OFFICE OF MIKE BEEDE, PLLC
2300 W Sahara Ave., Suite 420
Las Vegas, NV 89102
Telephone (702) 473-8406
Facsimile (702) 832-0248
Attorney for Plaintiffs

DISTRICT COURT

CLARK COUNTY, NEVADA

ANTHONY S. NOONAN IRA, LLC; and LOU NOONAN; and JAMES M. ALLRED IRA, LLC; Plaintiffs, vs. MATTHEW M. BIGAM; and REPUBLIC MORTGAGE; and REPUBLIC MORTGAGE LLC; and U.S. BANK NATIONAL ASSOCIATION as Trustee for the Certificateholders of Citigroup Mortgage Loan Trust Inc., Mortgage pass-through certificates, Series 2007-AR7; and BANK OF AMERICA NA; and NATIONSTAR MORTGAGE, LLC; and REAL TIME RESOLUTIONS, INC.; and REPUBLIC SILVER STATE DISPOSAL, INC.; and ROE CORPORATIONS I-V, inclusive, Defendants.	CASE NO. A-14-710465-C DEPT NO. I

AMENDED COMPLAINT

Plaintiffs, ANTHONY S. NOONAN IRA, LLC; and LOU NOONAN; and JAMES M. ALLRED IRA, LLC, by and through their attorney, Michael N. Beede, Esq. allege as follows:

1. Plaintiffs are the owners as tenants in common with equal shares of the real property commonly known as 7883 Tahoe Ridge Ct. Las Vegas, NV 89139, bearing Clark County Recorder Parcel Number 176-11-311-013.

20. Plaintiffs took title to the Property free and clear of all junior liens and encumbrances affecting title to the Property, including the First Deed of Trust, the Second Deed of Trust, any assessments or other fees claimed by Coronado Ranch Landscape Maintenance Corporation accruing prior to the date of the Deed, any liens for sums due to Republic Silver State Disposal, Inc. prior to the date of the Deed and any claim to title of the Property that may be asserted to by Defendants.

21. Notwithstanding the recording of the Deed on July 25, 2014, Plaintiffs are informed and believe that U.S. Bank National Association, Bank of America NA, Nationstar Mortgage LLC and Real Time Resolutions, Inc. claim to continue to hold an interest in the Property superior to that of Plaintiff's by virtue of the purported Deeds of Trust.

22. Plaintiffs are informed and believes Matthew M. Bigam granted a deed of trust in favor of Defendants Republic Mortgage LLC and Republic Mortgage. Republic Mortgage recorded these Deeds of Trust as encumbrances on the subject property as Instrument Numbers 200702200004388 and 200702204389. On information and belief these Deeds of Trust named Mortgage Electronic Registration Systems, Inc. as beneficiary.

23. Plaintiffs are informed and believe that on October 12, 2011 an assignment of a Deed of Trust (related to instrument number 200702200004388) was recorded from Mortgage Electronic Registration Systems Inc. (commonly known as MERS) to Defendants US Bank National Association EE and/or U.S. Bank National Association as Trustee for the Certificateholders of Citigroup Mortgage Loan Trust Inc., Mortgage Pass-Through Certificates, Series 2007-AR7.

24. Plaintiffs are informed and believe that an assignment (related to instrument number 200702200004388) was also recorded on August 16, 2013 from Defendant Bank of America NA to Defendant Nationstar Mortgage LLC. If Bank of America had any interest to assign, no deed of trust, assignment, or other instrument of such an interest was ever recorded in its favor.

25. Plaintiffs are informed and believe that on October 15, 2014 a Corporate Assignment of Deed of Trust (related to instrument number 200702200004389) was recorded from Mortgage Electronic Registration Systems, Inc. to Defendant Real Time Resolutions, Inc.

26. Plaintiffs are informed and believe that Coronado Ranch Landscape Maintenance Corporation claims a lien upon the Property for assessments accruing pursuant to the CC&Rs in an amount of excess of that to which Coronado Ranch Landscape Maintenance Corporation may be entitled to pursuant to NRS 116.3116.

27. Plaintiffs are informed and believe that Republic Silver State Disposal, Inc. claims liens upon the Property for solid waste disposal which pre-date the foreclosure sale.

28. The claims to title of The Property asserted by each defendant conflict with Plaintiffs' claim to title and constitute a cloud upon title.

29. The interest of each of the Defendants, if any, has been extinguished by reason of the foreclosure sale, which was properly conducted with adequate notice given to all persons and entities claiming a recorded interest in the subject property, and resulting from a delinquency in assessments due from the former owner, to Coronado Ranch Landscape Maintenance Corporation, pursuant to NRS Chapter 116 and *SFR Invs. Pool 1, LLC v. U.S. Bank, N.A.*, 334 P.3d 408 (2014).

30. Therefore, Plaintiffs bring the instant action to quiet all claims against all known persons and/or entities claiming legal or equitable interests in the Property.

FIRST CLAIM FOR RELIEF ACTION

(Declaratory Relief/Quiet Title Pursuant to NRS 30.010, et. Seq. and NRS 116, et. seq.)

31. Plaintiffs incorporate each and every of the preceding paragraphs as if fully set forth herein.

32. Pursuant to NRS 30.030, et seq. and NRS 40.010, this Court has the power and authority to declare Plaintiffs' rights and interests in the Property and to resolve the Defendants' adverse claims to the Property.

33. Plaintiffs acquired the Property by successfully bidding on the Property at a public sale held on July 21, 2014 in accordance with NRS Chapter 116, and are the rightful owners of the Property by virtue of the Foreclosure Deed.

34. Upon information and belief, the Defendants herein assert claims to the Property adverse to that of the Plaintiffs.

35. Plaintiffs are entitled to a declaratory judgment from this court finding that: (1) Plaintiff owns the Property in fee simple free and clear of any interest in the Property claimed by any and all Defendants; (2) the Deed is valid and enforceable; (3) the conveyance of the Property to Plaintiff through the Foreclosure Deed extinguished Defendants' security and/or ownership interests in the Property; (4) any attempt to transfer of title to the Property through a non-judicial foreclosure sale pursuant to either the First Deed of Trust or the Second Deed of Trust would be invalid; and (5) Plaintiffs' rights and interest in the Property are superior to any adverse interests claimed by Defendants.

36. Plaintiff seeks an Order from the Court quieting title to the Property in favor of the Plaintiff.

SECOND CLAIM FOR RELIEF

(Preliminary and Permanent Injunction against U.S. Bank National Association, Bank of America NA, Nationstar Mortgage LLC and Real Time Resolutions, Inc.

37. Plaintiffs incorporate each and every of the preceding paragraphs as if fully set forth herein.

38. Plaintiffs acquired the Property by successfully bidding on the Property at a public sale held on July 21, 2014 in accordance with NRS Chapter 116, and are the rightful owners of the Property by virtue of the Foreclosure Deed.

39. Notwithstanding the conveyance of the Property to Plaintiffs, Defendants continue to claim adverse interests in the Property through the First Deed of Trust and Second Deed of Trust.

40. Plaintiffs are informed and believe that U.S. Bank National Association, Bank of America NA, Nationstar Mortgage LLC and Real Time Resolutions, Inc. may improperly attempt to complete a non-judicial foreclosure sale of the Property under either the First Deed of Trust or Second Deed of Trust pursuant to NRS Chapter 107.080, et seq. despite the fact that Plaintiffs hold a superior interest in the Property.

41. Plaintiffs are entitled to a preliminary injunction and permanent injunction prohibiting U.S. Bank National Association, Bank of America NA, Nationstar Mortgage LLC and Real Time Resolutions, Inc. from initiating or attempting to complete any foreclosure proceeding under the First Deed of Trust or the Second Deed of Trust or otherwise attempting to transfer title to the Property thereunder.

THIRD CLAIM FOR RELIEF

(Slander to Title)

42. Plaintiffs incorporate each and every of the preceding paragraphs as if fully set forth herein.

43. Defendants have made false assertions affecting the title to The Property. Defendants have made adverse claims that conflict with Plaintiffs' claim to title and constitute a cloud upon title.

44. Defendants have made these claims, despite knowing that Plaintiffs' interest in the Property is superior to Defendants; purported interests, which were extinguished by operation of law.

45. As a direct and natural result of Defendants' actions, Defendants have forced Plaintiffs to file the instant Complaint, which has caused Plaintiff to incur special damages, including attorney's fees and costs.

46. As such, Plaintiffs are entitled to an award of attorney's fees and costs, as well as any other special damages Plaintiff suffers, as a result of Defendants actions herein.

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///

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for relief as follows:

1. For a determination and declaration that Plaintiffs are the rightful owners of title to the Property, free and clear of all claims of the Defendants;
2. For and award of special damages, including reasonable attorneys' fees;
3. For court costs incurred;
4. For a preliminary and permanent injunction prohibiting U.S. Bank National Association, Bank of America NA, Nationstar Mortgage LLC and Real Time Resolutions, Inc. from initiating or continuing foreclosure proceedings or otherwise attempting to transfer title to the Property;
5. For such other and further relief as the Court deems just and proper.

DATED this 6th day of April, 2015.

THE LAW OFFICE OF MIKE BEEDE, PLLC

BY: _____

Michael N. Beede, Esq.
Nevada State Bar No. 13068
2300 W Sahara Ave., Suite 420
Las Vegas, NV 89102
Telephone (702) 473-8406
Facsimile (702) 832-0248
Attorney for Plaintiffs

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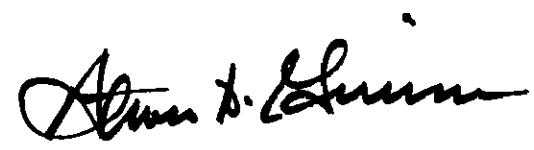

CLERK OF THE COURT

ANS
DONALD H. WILLIAMS, ESQ.
Nevada Bar No. 5548
WILLIAMS & ASSOCIATES
612 South Tenth Street
Las Vegas, Nevada 89101
Attorney for Republic Silver State Disposal, Inc.

DISTRICT COURT

CLARK COUNTY, NEVADA

ANTHONY S. NOONAN IRA, LLC; and LOU NOONAN; and JAMES M. ALLRED IRA, LLC Plaintiff, vs. MATHEW M. BIGAM; and REPUBLIC MORTGAGE; and REPUBLIC MORTGAGE LLC; and U.S BANK NATIONAL ASSOCAITION as Trustee for Certificateholders of Citigroup Mortgage Loan Trust, Inc., Mortgage pass-through Certificates, Series 2007-AR7; and BANK OF AMERICA NA; and NATIONSTAR MORTGAGE, LLC; and REAL TIME RESOLUTIONS, INC., and REPUBLIC SILVER STATE DISPOSAL, INC., and ROE CORPORATIONS I-V, inclusive, Defendants.	CASE NO.: A-14-710465 DEPT. NO.: I

ANSWER TO COMPLAINT

COMES NOW, DEFENDANTS, REPUBLIC SILVER STATE DISPOSAL, INC. (hereinafter referred to as "Republic"), by and through its attorney, Donald H. Williams, Esq. of The Law Offices of WILLIAMS & ASSOCIATES, and hereby admits, denies and alleges as follows:

I. Answering paragraphs 13, 27, 34 and 39 of the allegations in Plaintiff's Complaint, Republic admits the same.

II. Answering paragraphs 20, 29, 30, 33, 35, 43, 44, 45 and 46 of the allegations in Plaintiff's Complaint, Republic denies the same in their entirety.

III. Answering paragraphs 31, 37 and 42 of the allegations in Plaintiff's Complaint, Defendant repeats and realleges its responses to the preceding paragraphs as if fully set forth herein.

IV. Answering ALL REMAINING PARAGRAPHS, Republic states that it is without knowledge or information necessary to ascertain the truth or falsity of the allegations contained therein and therefore denies the same.

AFFIRMATIVE DEFENSES

1. Regardless of any dispute between Plaintiff and the other Defendants, Republic's liens enjoy priority over the liens of Plaintiff and of the other Defendants and are not extinguished by foreclosure pursuant to NRS 444.520(3) and any other relevant statutes and/or city or county ordinances.

2. Pursuant to NRCP 11, as amended, all possible affirmative defenses may not have been alleged herein insofar as sufficient facts were not available after reasonable inquiry upon the filing of Defendant's Answer, and therefore, Defendant reserves the right to amend this Answer to allege additional affirmative defenses, if subsequent investigation warrants.

WHEREFORE, Republic prays as follows:

1. That Republic's liens have priority over all other liens and encumbrances on the subject property; and

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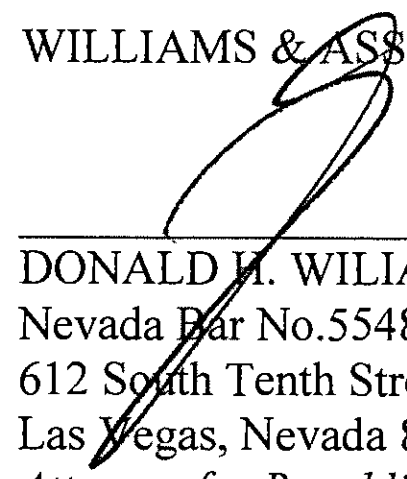
2. For such other and further relief as the Court may deem just and equitable.

DATED this 21 day of April, 2015.

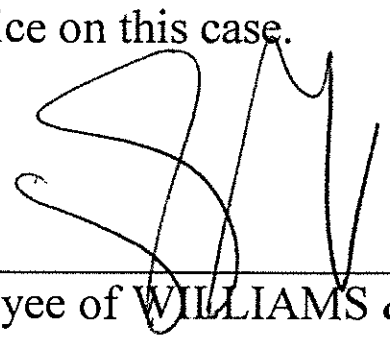
WILLIAMS & ASSOCIATES



DONALD H. WILIAMS, ESQ.
Nevada Bar No.5548
612 South Tenth Street
Las Vegas, Nevada 89101
Attorney for Republic Silver State Disposal, Inc.

CERTIFICATE OF SERVICE

Pursuant to NRCP 5 (b), I certify that I am an employee of Williams & Associates, and that on the 21 day of April, 2015, I caused to be served via the Court's Wiznet online filing system and pursuant to Administrative Order **14-2** a true and correct copy of the foregoing **ANSWER TO COMPLAINT** in the above matter to parties listed/registered for e-service on this case.



Employee of WILLIAMS & ASSOCIATES

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Steven D. Grierson
CLERK OF THE COURT

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Attorneys for Defendants Nationstar Mortgage LLC & U.S. Bank, N.A.

DISTRICT COURT

CLARK COUNTY, NEVADA

ANTHONY S. NOONAN IRA, LLC; and LOU NOONAN; and JAMES M. ALLRED IRA, LLC; Plaintiff, v. MATTHEW M. BIGAM; and REPUBLIC MORTGAGE; and REPUBLIC MORTGAGE, LLC; and U.S. BANK NATIONAL ASSOCIATION EE; and BANK OF AMERICA, N.A.; and NATIONSTAR MORTGAGE, LLC; and ROE CORPORATIONS I-V, inclusive, Defendants.	Case No.: A-14-710465-C Dept.: IV **NATIONSTAR AND U.S. BANK'S ANSWER TO AMENDED COMPLAINT**

Defendants U.S. Bank National Association (**U.S. Bank**) and Nationstar Mortgage LLC (**Nationstar**) answers plaintiffs' amended complaint as follows:

1. Defendants lack sufficient information to admit or deny the allegations in this paragraph and, on that basis, deny the same.

[2-19. Plaintiffs omit paragraphs 2 through 19 in their amended complaint.]

20. The allegations in this paragraph state characterizations and legal conclusions to which no response is required. To the extent an answer is required and this paragraph asserts allegations against these answering defendants, defendants deny plaintiffs took title to the property

free and clear of U.S. Bank's first deed of trust, of which Nationstar is the servicer. Defendants lack sufficient information to admit or deny the remaining allegations in this paragraph and, on that basis, deny the same.

21. To the extent this paragraph asserts allegations against these answering defendants, defendants admit they continue to claim an interest in the property superior to plaintiffs' interest; namely, the first deed of trust was not extinguished by the HOA foreclosure sale, which lien continues to encumber the property. Defendants lack sufficient information to admit or deny the remaining allegations in this paragraph and, on that basis, deny the same.

22. Defendants assert the recorded documents speak for themselves and defendants deny any allegation inconsistent therewith.

23. Defendants assert the recorded documents speak for themselves and defendants deny any allegation inconsistent therewith. Defendants assert U.S. Bank owns the loan underlying and documented by the first deed of trust.

24. Defendants assert the recorded documents speak for themselves and defendants deny any allegation inconsistent therewith. Defendants assert Bank of America, N.A. was a prior servicer.

25. Defendants assert the recorded documents speak for themselves and defendants deny any allegation inconsistent therewith.

26. The allegations in this paragraph state characterizations and legal conclusions to which no response is required. To the extent an answer is required, defendants lack sufficient information to admit or deny the allegations in this paragraph and, on that basis, deny the same.

27. The allegations in this paragraph state characterizations and legal conclusions to which no response is required. To the extent an answer is required, defendants lack sufficient information to admit or deny the allegations in this paragraph and, on that basis, deny the same.

28. The allegations in this paragraph state characterizations and legal conclusions to which no response is required. To the extent an answer is required and this paragraph asserts allegations against these answering defendants, deny.

. . .

. . .

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29. The allegations in this paragraph state characterizations and legal conclusions to which no response is required. To the extent an answer is required and this paragraph asserts allegations against these answering defendants, deny.

30. The allegations in this paragraph state characterizations and legal conclusions to which no response is required. To the extent an answer is required and this paragraph asserts allegations against these answering defendants, defendants deny plaintiffs are entitled to the relief they request herein. Defendants lack sufficient information to admit or deny the remaining allegations in this paragraph and, on that basis, deny the same.

FIRST CLAIM FOR RELIEF

(Declaratory Relief/Quiet Title Pursuant to NRS 30.010 et. seq. and NRS 116 et seq.)

31. Defendants repeat and incorporate by reference their answers to the allegations above.

32. The allegations in this paragraph state characterizations and legal conclusions to which no response is required. To the extent an answer is required, defendants admit the court has the power and authority to declare the rights and interests of the parties, but defendants deny plaintiffs are entitled to the relief they request herein. More specifically, defendants deny defendants' interest in the property were extinguished by the HOA's foreclosure sale.

33. The allegations in this paragraph state characterizations and legal conclusions to which no response is required. To the extent an answer is required, defendants deny plaintiffs hold title free and clear of defendants' first deed of trust. Defendants lack sufficient information to admit or deny the remaining allegations in this paragraph and, on that basis, deny the same.

34. To the extent this paragraph asserts allegations against these answering defendants, defendants admit they continue to claim an interest in the property; namely, the first deed of trust was not extinguished by the HOA foreclosure sale, which lien continues to encumber the property. Defendants lack sufficient information to admit or deny the remaining allegations in this paragraph and, on that basis, deny the same.

35. To the extent this paragraph asserts allegations against these answering defendants, deny.

. . .

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36. Defendants do not deny plaintiffs seek an order from this court quieting title to the property in their name, but defendants deny plaintiffs are entitled to such an order quieting title free and clear of defendants' first deed of trust.

SECOND CLAIM FOR RELIEF

(Preliminary and Permanent Injunction against U.S. Bank N.A., Bank of America, N.A., Nationstar Mortgage LLC and Real Time Solutions, Inc.)

37. Defendants repeat and incorporate by reference their answers to the allegations above.

38. The allegations in this paragraph state characterizations and legal conclusions to which no response is required. To the extent an answer is required and this paragraph asserts allegations against these answering defendants, defendants deny plaintiffs own the property free and clear of defendants' first deed of trust and lack sufficient information to admit or deny the remaining allegations in this paragraph and, on that basis, deny the same.

39. To the extent this paragraph asserts allegations against these answering defendants, defendants admit they continue to claim an interest in the property; namely, the first deed of trust was not extinguished by the HOA foreclosure sale, which lien continues to encumber the property. Defendants lack sufficient information to admit or deny the remaining allegations in this paragraph and, on that basis, deny the same.

40. To the extent this paragraph asserts allegations against these answering defendants, defendants deny plaintiffs have superior title or interest in the property and admit they have an interest in the property; namely, these answering defendants assert the first deed of trust was not extinguished by the HOA foreclosure sale, which lien continues to encumber the property and under which these answering defendants may properly foreclose. Defendants lack sufficient information to admit or deny the remaining allegations in this paragraph and, on that basis, deny the same.

41. To the extent this paragraph asserts allegations against these answering defendants or the first deed of trust, deny. Defendants lack sufficient information to admit or deny the remaining allegations in this paragraph and, on that basis, deny the same.

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. . .

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THIRD CLAIM FOR RELIEF

(Slander to Title)

42. Defendants repeat and incorporate by reference their answers to the allegations above.

43. To the extent this paragraph asserts allegations against these answering defendants, deny. Defendants lack sufficient information to admit or deny the remaining allegations in this paragraph and, on that basis, deny the same.

44. To the extent this paragraph asserts allegations against these answering defendants, deny. Defendants lack sufficient information to admit or deny the remaining allegations in this paragraph and, on that basis, deny the same.

45. To the extent this paragraph asserts allegations against these answering defendants, deny. Defendants lack sufficient information to admit or deny the remaining allegations in this paragraph and, on that basis, deny the same.

46. To the extent this paragraph asserts allegations against these answering defendants, deny. Defendants lack sufficient information to admit or deny the remaining allegations in this paragraph and, on that basis, deny the same.

PRAYER FOR RELIEF

To the extent plaintiffs' prayer for relief seeks relief from these defendants,

1. Defendants deny plaintiffs are entitled to the relief sought in paragraph 1 of the prayer for relief;

2. Defendants deny plaintiffs are entitled to the relief sought in paragraph 2 of the prayer for relief;

3. Defendants deny plaintiffs are entitled to the relief sought in paragraph 3 of the prayer for relief;

4. Defendants deny plaintiffs are entitled to the relief sought in paragraph 4 of the prayer for relief;

5. Defendants deny plaintiffs are entitled to the relief sought in paragraph 5 of the prayer for relief.

. . .

AFFIRMATIVE DEFENSES

Defendants assert the following additional defenses. To the extent discovery and investigation of this case is not yet complete, defendants reserve the right to amend this answer by adding, deleting, or amending defenses as may be appropriate. Any allegations not specifically admitted are denied. In further answer to the amended complaint, and by way of additional defenses, defendants aver as follows:

FIRST AFFIRMATIVE DEFENSE
(Failure to State a Claim)

Plaintiffs have failed to state facts sufficient to constitute any cause of action against defendants.

SECOND AFFIRMATIVE DEFENSE
(Barred from Equitable Relief)

Plaintiffs are barred from obtaining equitable relief by plaintiffs' own inequitable conduct.

THIRD AFFIRMATIVE DEFENSE
(Tender, Estoppel, Latches, Waiver)

The superpriority portion of the HOA's lien was satisfied prior to the homeowner's association foreclosure under the doctrines of tender, estoppel, laches, or waiver.

FOURTH AFFIRMATIVE DEFENSE
(Inequities, Commercial Reasonableness and Violation of Good Faith – NRS 116.1113)

The homeowner's association foreclosure sale was inequitable and/or not commercially reasonable, and the circumstances of sale of the property violated the homeowner's association's obligation of good faith under NRS 116.1113 and duty to act in a commercially reasonable manner.

FIFTH AFFIRMATIVE DEFENSE
(Failure to Mitigate Damages)

Plaintiffs' claims are barred in whole or in part because of its failure to take reasonable steps to mitigate its damages, if any.

SIXTH AFFIRMATIVE DEFENSE
(No Standing)

Plaintiffs lack standing to bring some or all of their claims and causes of action.

. . .

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SEVENTH AFFIRMATIVE DEFENSE
(Unclean Hands)

Defendants aver the affirmative defense of unclean hands.

EIGHTH AFFIRMATIVE DEFENSE
(Plaintiffs are Not Entitled to Relief)

Defendants deny plaintiffs are entitled to any relief for which they pray.

NINTH AFFIRMATIVE DEFENSE
(Failure to Do Equity)

Defendants aver the affirmative defense of failure to do equity.

TENTH AFFIRMATIVE DEFENSE
(Failure to Provide Notice)

Defendants, or their predecessors in interest, were not provided proper notice of the "superpriority" assessment amounts and the homeowner's association foreclosure sale, and any such notice provided to defendants or their predecessors in interest failed to comply with the statutory and common law requirements of Nevada and with state and federal constitutional law.

ELEVENTH AFFIRMATIVE DEFENSE
(Void Foreclosure Sale)

The HOA foreclosure sale is void for failure to comply with the provisions of NRS Chapter 116, and other provisions of law.

TWELFTH AFFIRMATIVE DEFENSE
(Plaintiff is not a Bona Fide Purchaser)

Plaintiffs are not bona fide purchasers.

THIRTEENTH AFFIRMATIVE DEFENSE
(Unjust Enrichment)

Plaintiffs' claims are barred, in whole or in part, because plaintiffs would be unjustly enriched if allowed to recover all or any part of the damages or relief alleged in the complaint.

FOURTEENTH AFFIRMATIVE DEFENSE
(Statute of Limitations)

Plaintiffs' claims are barred in whole or in part by the statute of limitations.

. . .

FIFTEENTH AFFIRMATIVE DEFENSE
(Estoppel)

Plaintiffs are estopped from asserting their claims against defendants.

SIXTEENTH AFFIRMATIVE DEFENSE
(Additional Affirmative Defenses)

Pursuant to NRCP 11, Defendants reserve the right to assert additional affirmative defenses in the event discovery and/or investigation disclose the existence of other affirmative defenses.

DATED January 29th, 2019.

AKERMAN LLP

/s/ *Donna M. Wittig*
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Attorneys for Nationstar Mortgage LLC and U.S. Bank, N.A., as trustee

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of AKERMAN LLP, and that on this 29th day of January, 2019, I caused to be served a true and correct copy of the foregoing **NATIONSTAR AND U.S. BANK'S ANSWER TO AMENDED COMPLAINT**, in the following manner:

(ELECTRONIC SERVICE) Pursuant to Administrative Order 14-2, the above-referenced document was electronically filed on the date hereof and served through the Notice of Electronic Filing automatically generated by the Court's facilities to those parties listed on the Court's Master Service List as follows:

WILLIAMS & ASSOCIATES
Donald H. Williams, Esq. dwilliams@dhwlawlv.com
Drew Starbuck, Esq. dstarbuck@dhwlawlv.com
Robin Gullo rgullo@dhwlawlv.com

LAW OFFICE OF MIKE BEEDE, PLLC
EService EserviceLegalLV@gmail.com
Mike Beede Mike@legallv.com

/s/ Carla Llarena
An employee of AKERMAN LLP

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CLERK OF THE COURT

DEFAULT

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Las Vegas, NV 89102
Phone: 702-473-8604
Fax: 702-832-0248
mike@legallv.com

DISTRICT COURT

CLARK COUNTY, NEVADA

ANTHONY S. NOONAN IRA, LLC; and LOU NOONAN; and JAMES M. ALLRED IRA, LLC; Plaintiffs, vs. MATTHEW M. BIGAM; and REPUBLIC MORTGAGE; and REPUBLIC MORTGAGE LLC; and U.S. BANK NATIONAL ASSOCIATION EE; and BANK OF AMERICA NA; and NATIONSTAR MORTGAGE, LLC; and ROE CORPORATIONS I-V, inclusive, Defendants.	CASE NO. A-14-710465-C DEPT NO. I **DEFAULT**

It appears from the files and records from the above entitled action, REPUBLIC MORTGAGE duly being served a copy of the Summons and Complaint via the Secretary of state on the 6th day of January, 2015; that more than 40 days exclusive of the day of service, having expired since service upon the Defendant; that no answer or other appearance having been filed and no further time being granted, the Default of the above mentioned Defendant for failing to answer or otherwise plead to the Plaintiff's Complaint shall be hereby entered.

BY: DEPUTY CLERK

STEVEN D. GRIERSON
CLERK OF THE COURT
FEB 23 2015

Date

JOSHUA RAAK

Submitted by:

Michael Beede, Esq.
Law Office of Michael Beede, Esq.
2300 W. Sahara Ave., #420
Las Vegas, NV 89102

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DISTRICT COURT

CLARK COUNTY, NEVADA

ANTHONY S. NOONAN IRA, LLC; and LOU NOONAN; and JAMES M. ALLRED IRA, LLC; Plaintiffs, vs. MATTHEW M. BIGAM; and REPUBLIC MORTGAGE; and REPUBLIC MORTGAGE LLC; and U.S. BANK NATIONAL ASSOCIATION EE; and BANK OF AMERICA NA; and NATIONSTAR MORTGAGE, LLC; and ROE CORPORATIONS I-V, inclusive, Defendants.	CASE NO. A-14-710465-C DEPT NO. I **DEFAULT**

It appears from the files and records from the above entitled action, REPUBLIC MORTGAGE LLC duly being served a copy of the Summons and Complaint via the Secretary of state on the 6th day of January, 2015; that more than 40 days exclusive of the day of service, having expired since service upon the Defendant; that no answer or other appearance having been filed and no further time being granted, the Default of the above mentioned Defendant for failing to answer or otherwise plead to the Plaintiff's Complaint shall be hereby entered.

BY: DEPUTY CLERK STEVEN D. GRIERSON
CLERK OF THE COURT
FEB 23 2015

Date
JOSHUA RAAK

Submitted by:

Michael Beede, Esq.
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DISTRICT COURT

CLARK COUNTY, NEVADA

ANTHONY S. NOONAN IRA, LLC; and LOU NOONAN; and JAMES M. ALLRED IRA, LLC; Plaintiffs,	CASE NO. A-14-710465-C
vs.	DEPT NO. I
MATTHEW M. BIGAM; and REPUBLIC MORTGAGE LLC; and U.S. BANK NATIONAL ASSOCIATION EE; and BANK OF AMERICA NA; and NATIONSTAR MORTGAGE, LLC; and ROE CORPORATIONS I-V, inclusive, Defendants.	**DEFAULT**

It appears from the files and records from the above entitled action, BANK OF AMERICA NA duly being served a copy of the Summons and Complaint via the Secretary of state on the 5th day of December, 2014; that more than 40 days exclusive of the day of service, having expired since service upon the Defendant; that no answer or other appearance having been filed and no further time being granted, the Default of the above mentioned Defendant for failing to answer or otherwise plead to the Plaintiff's Complaint shall be hereby entered.

BY: DEPUTY CLERK

MICHELLE MCCARTHY

Date

JAN 31 2015

Submitted by:

Michael Beede, Esq.
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DISTRICT COURT

CLARK COUNTY, NEVADA

ANTHONY S. NOONAN IRA, LLC; and LOU NOONAN; and JAMES M. ALLRED IRA, LLC; Plaintiffs, vs. MATTHEW M. BIGAM; and REPUBLIC MORTGAGE LLC; and U.S. BANK NATIONAL ASSOCIATION EE; and BANK OF AMERICA NA; and NATIONSTAR MORTGAGE, LLC; and ROE CORPORATIONS I-V, inclusive, Defendants.	CASE NO. A-14-710465-C DEPT NO. I **DEFAULT**

It appears from the files and records from the above entitled action, NATIONSTAR MORTGAGE, LLC.., duly being served a copy of the Summons and Complaint on the 10th day of December, 2014; that more than 20 days exclusive of the day of service, having expired since service upon the Defendant; that no answer or other appearance having been filed and no further time being granted, the Default of the above mentioned Defendant for failing to answer or otherwise plead to the Plaintiff's Complaint shall be hereby entered.

STEVEN D. GRIERSON
CLERK OF THE COURT

BY: DEPUTY CLERK

LEONA ASIFOA

JAN 20 2015

Date

Submitted by:

Michael Beede, Esq.
Law Office of Michael Beede, Esq.
2300 W. Sahara Ave., #420
Las Vegas, NV 89102

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CLERK OF THE COURT

DEFAULT

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DISTRICT COURT

CLARK COUNTY, NEVADA

ANTHONY S. NOONAN IRA, LLC; and LOU NOONAN; and JAMES M. ALLRED IRA, LLC; Plaintiffs, vs. MATTHEW M. BIGAM; and REPUBLIC MORTGAGE LLC; and U.S. BANK NATIONAL ASSOCIATION EE; and BANK OF AMERICA NA; and NATIONSTAR MORTGAGE, LLC; and ROE CORPORATIONS I-V, inclusive, Defendants.	CASE NO. A-14-710465-C DEPT NO. I **DEFAULT**

It appears from the files and records from the above entitled action, U.S. BANK NATIONAL ASSOCIATION EE duly being served a copy of the Summons and Complaint via the Secretary of state on the 5th day of December, 2014; that more than 40 days exclusive of the day of service, having expired since service upon the Defendant; that no answer or other appearance having been filed and no further time being granted, the Default of the above mentioned Defendant for failing to answer or otherwise plead to the Plaintiff's Complaint shall be hereby entered.

BY: DEPUTY CLERK

MICHELLE MCCARTHY

Date

JAN 31 2015

STEVEN D. GRIERSON
CLERK OF THE COURT

Submitted by:

Michael Beede, Esq.
Law Office of Michael Beede, Esq.
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Attorney for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

ANTHONY S. NOONAN IRA, LLC; and LOU NOONAN; and JAMES M. ALLRED IRA, LLC, Plaintiffs, vs. MATTHEW M. BIGAM; and REPUBLIC MORTGAGE; and REPUBLIC MORTGAGE LLC; and U.S. BANK NATIONAL ASSOCIATION as Trustee for the Certificateholders of Citigroup Mortgage Loan Trust Inc., Mortgage pass-through certificates, Series 2007-AR7; and BANK OF AMERICA NA; and NATIONSTAR MORTGAGE, LLC; and REAL TIME RESOLUTIONS, INC.; and REPUBLIC SILVER STATE DISPOSAL, INC.; and ROE CORPORATIONS I-V, inclusive, Defendants,	CASE NO. A-14-710465-C DEPT NO. I **DEFAULT**

It appears from the files and records from the above entitled action, MATTHEW M. BIGAM, duly being served a copy of the Amended Summons and Amended Complaint via Publication on the June 11, 18, 25 July 2, and 9, 2015; that more than 20 days exclusive of the day of service, having expired since service upon the Defendant; that no answer or other appearance having been filed and no further time being granted, the Default of the above

mentioned Defendant for failing to answer or otherwise plead to the Plaintiff's Complaint shall be hereby entered.

STEVEN D. GRIERSON
CLERK OF THE COURT

BY: DEPUTY CLERK

A710965

MICHELLE MCCARTHY

Date

SEP - 9 2015

Submitted by:

Michael Beede, Esq.
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Las Vegas, NV 89102

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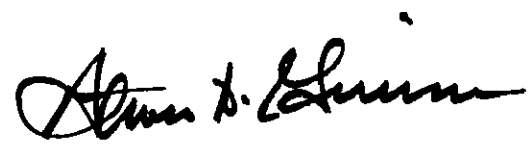

CLERK OF THE COURT

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Attorney for Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

ANTHONY S. NOONAN IRA, LLC; and LOU NOONAN; and JAMES M. ALLRED IRA, LLC; Plaintiffs, vs. MATTHEW M. BIGAM; and REPUBLIC MORTGAGE LLC; and U.S. BANK NATIONAL ASSOCIATION EE; and BANK OF AMERICA NA; and NATIONSTAR MORTGAGE, LLC; and ROE CORPORATIONS I-V, inclusive, Defendants.	CASE NO. A-14-710465-C DEPT NO. I

JUDGMENT BY DEFAULT

In this action the Defendant, BANK OF AMERICA NA, having been regularly served with Summons and Complaint via the Secretary of State and having failed to appear and answer the Plaintiff's complaint filed herein, the legal time for answering having expired, and no answer or demurrer having been filed, the Default of said Defendant, BANK OF AMERICA NA, in the premises, having been duly entered according to law; upon application of said Plaintiff, Judgment is hereby entered against said Defendant, BANK OF AMERICA NA as follows:

//

IT IS ORDERED THAT PLAINTIFF HAVE JUDGMENT AGAINST DEFENDANT, BANK OF AMERICA NA;

1. For a determination and declaration that Plaintiff is the rightful holder of title to the property, free and clear of all liens, encumbrances, and claims of the defendant;

2. For determination ad declaration that the defendants have no estate, right, title, interest or claim to the property; and

3. Enjoining the defendant from asserting any estate, right, title, interest or claim in the property.

DATED this 10 day of March, 2015

DISTRICT JUDGE

DATED this 10 day of March, 2015.

Submitted by:
MICHAEL BEEDE, ESQ.

By: _____
MICHAEL BEEDE, ESQ.
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Attorney for Plaintiff

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Attorneys for Plaintiffs

DISTRICT COURT

CLARK COUNTY, NEVADA

ANTHONY S. NOONAN IRA, LLC; and LOU NOONAN; and JAMES M. ALLRED IRA, LLC; Plaintiffs, v. MATTHEW M. BIGAM; and CORONADO RANCH LANDSCAPE MAINTENANCE CORPORATION; and REPUBLIC MORTGAGE; and REPUBLIC MORTGAGE LLC; and U.S. BANK NATIONAL ASSOCIATION as Trustee for the Certificateholders of Citigroup Mortgage Loan Trust Inc., Mortgage pass-through certificates, Series 2007-AR7; and BANK OF AMERICA NA; and NATIONSTAR MORTGAGE, LLC; and REAL TIME RESOLUTIONS, INC.; and REPUBLIC SILVER STATE DISPOSAL, INC.; and ROE CORPORATIONS I-V, inclusive, Defendants.	CASE NO. A-14-710465-C DEPT NO. IV **NOTICE OF ENTRY OF JUDGMENT BY DEFAULT**

TO: ALL PARTIES

YOU, AND EACH OF YOU, WILL PLEASE TAKE NOTICE that the **Judgment by**

///

///

Default was entered in the above entitled matter on the 10th day of March, 2015, a copy of which is attached hereto.

Dated this 9th day of May, 2019.

THE LAW OFFICE OF MIKE BEEDE, PLLC

/s/ Michael Beede, Esq.
MICHAEL BEEDE, ESQ.
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Henderson, NV 89074
Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I hereby certify that I am an employee of The Law Office of Mike Beede, PLLC, and that on this 9th day of May, 2019, I did cause a true and correct copy of the foregoing **NOTICE OF ENTRY OF JUDGMENT BY DEFAULT** to be served all parties listed below via electronic service through the Eighth Judicial District Court's Odyssey E-File and Serve System, and/or by depositing a copy in the United States Mail, addressed as follows:

Ariel E. Stern, Esq.	ariel.stern@akerman.com
Donald H. Williams, Esq.	dwilliams@dhwlawlv.com
Drew Starbuck, Esq.	dstarbuck@dhwlawlv.com
Akerman Las Vegas Office	akermanlas@akerman.com
EService	EserviceLegalLV@gmail.com
Mike Beede	Mike@legallv.com
Rex Garner	rex.garner@akerman.com
Robin Gullo	rgullo@dhwlawlv.com
Donna Wittig	donna.wittig@akerman.com

Bank of America NA
c/o Nevada Secretary of State
2250 Las Vegas Blvd. North, Ste. 400
North Las Vegas, NV 89030

Bank of America NA
100 N. Tryon St.
Charlotte, NC 28255

/s/ Michael Madden
An Employee of The Law Office of Mike Beede, PLLC

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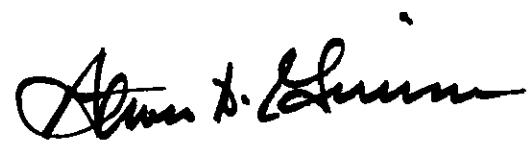

CLERK OF THE COURT

JUDG
Michael Beede, Esq.
Law Office of Michael Beede
Bar No. 13068
2300 W. Sahara Ave., Suite 420
Las Vegas, NV 89102
Phone: 702-473-8406
Fax: 702-832-0248
mike@legallv.com
Attorney for Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

ANTHONY S. NOONAN IRA, LLC; and LOU NOONAN; and JAMES M. ALLRED IRA, LLC; Plaintiffs, vs. MATTHEW M. BIGAM; and REPUBLIC MORTGAGE LLC; and U.S. BANK NATIONAL ASSOCIATION EE; and BANK OF AMERICA NA; and NATIONSTAR MORTGAGE, LLC; and ROE CORPORATIONS I-V, inclusive, Defendants.	CASE NO. A-14-710465-C DEPT NO. I

JUDGMENT BY DEFAULT

In this action the Defendant, BANK OF AMERICA NA, having been regularly served with Summons and Complaint via the Secretary of State and having failed to appear and answer the Plaintiff's complaint filed herein, the legal time for answering having expired, and no answer or demurrer having been filed, the Default of said Defendant, BANK OF AMERICA NA, in the premises, having been duly entered according to law; upon application of said Plaintiff, Judgment is hereby entered against said Defendant, BANK OF AMERICA NA as follows:

//

IT IS ORDERED THAT PLAINTIFF HAVE JUDGMENT AGAINST DEFENDANT, BANK OF AMERICA NA;

1. For a determination and declaration that Plaintiff is the rightful holder of title to the property, free and clear of all liens, encumbrances, and claims of the defendant;

2. For determination ad declaration that the defendants have no estate, right, title, interest or claim to the property; and

3. Enjoining the defendant from asserting any estate, right, title, interest or claim in the property.

DATED this 10 day of March, 2015

DISTRICT JUDGE

DATED this 10 day of March, 2015.

Submitted by:
MICHAEL BEEDE, ESQ.

By: _____
MICHAEL BEEDE, ESQ.
Law Office of Michael Beede
2300 W. Sahara Ave., #420
Las Vegas, NV 89102
Phone: 702-473-8406
Fax: 702-832-0248
Attorney for Plaintiff

ORIGINAL

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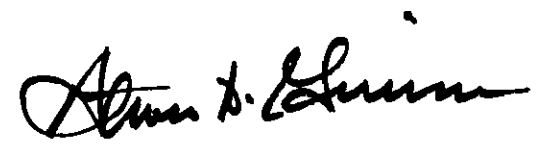

CLERK OF THE COURT

ORD
MICHAEL N. BEEDE, ESQ.
Nevada State Bar No. 13068
THE LAW OFFICE OF MIKE BEEDE, PLLC
2300 W Sahara Ave., Suite 420
Las Vegas, NV 89102
Telephone (702) 473-8406
Facsimile (702) 832-0248
Attorney for Plaintiffs

DISTRICT COURT

CLARK COUNTY, NEVADA

ANTHONY S. NOONAN IRA, LLC; and LOU NOONAN; and JAMES M. ALLRED IRA, LLC; Plaintiffs, vs. MATTHEW M. BIGAM; and CORONADO RANCH LANDSCAPE MAINTENANCE CORPORATION; and REPUBLIC MORTGAGE; and REPUBLIC MORTGAGE LLC; and U.S. BANK NATIONAL ASSOCIATION EE; and U.S. BANK NATIONAL ASSOCIATION as Trustee for the Certificateholders of Citigroup Mortgage Loan Trust Inc., Mortgage pass-through certificates, Series 2007-AR7; and BANK OF AMERICA NA; and NATIONSTAR MORTGAGE, LLC; and REAL TIME RESOLUTIONS, INC.; and REPUBLIC SILVER STATE DISPOSAL, INC.; and ROE CORPORATIONS I-V, inclusive, Defendants.	CASE NO. A-14-710465-C DEPT NO. I

STIPULATION AND ORDER FOR DISMISSAL OF PARTY FOR AND DISCLAIMER OF INTEREST IN SUBJECT REAL PROPERTY

IT IS HEREBY STIPULATED AND AGREED, by and between Plaintiffs, ANTHONY S. NOONAN IRA LLC; and LOU NOONAN; and JAMES M. ALLRED IRA LLC, by and through their

respective undersigned counsel and Defendant, REAL TIME RESOLUTIONS, INC., by and through its respective undersigned representative that the Defendant does not have any claim, right, or interest in the subject property located at 7883 Tahoe Ridge Ct., Las Vegas, NV 89139, (Assessor Parcel Number 176-11-311-013) and that REAL TIME RESOLUTIONS, INC. should be dismissed from this action, and that they and their successors shall be barred and enjoined hereafter from asserting any right, claim, or interests in the subject property.

Each party shall bear their own attorney's fees.

DATED this 23 day of June, 2015.

REAL TIME RESOLUTIONS, INC.

BY: _____

ITS: President

1349 Empire Central Dr. Suite 150
Dallas, TX 75247

APPROVED
ST/SW
ATTORNEY

BY: _____

MICHAEL BEEDE, ESQ.
Law Office of Michael Beede
2300 W. Sahara Ave. #420
Las Vegas, NV 89102
Attorney for Plaintiff

ORDER

Pursuant to the foregoing Stipulation, and good cause showing therefore:

IT IS ORDERED that in the above-captioned and numbered matter, REAL TIME RESOLUTIONS, INC., shall be dismissed from this action, disclaiming any and all interest in the property, and shall be hereafter barred and enjoined from asserting any right, claim, or interests in the subject property. All parties to bear their own attorneys' fees and costs.

DATED this 25th day of June, 2015.

_____
DISTRICT JUDGE

Submitted by:

The Law Office of Mike Beede, PLLC

ORDER

Pursuant to the foregoing Stipulation, and good cause showing therefore:

IT IS ORDERED that in the above-captioned and numbered matter, REAL TIME RESOLUTIONS, INC., shall be dismissed from this action, disclaiming any and all interest in the property, and shall be hereafter barred and enjoined from asserting any right, claim, or interests in the subject property. All parties to bear their own attorneys' fees and costs.

DATED this _____ day of _____, 2015.

_____
DISTRICT JUDGE

Submitted by:

The Law Office of Mike Beede, PLLC

BY: _____

Michael Beede, Esq.
The Law Office of Mike Beede, PLLC
Nevada Bar #13068
2300 W Sahara Ave., Suite 420
Las Vegas, NV 89102

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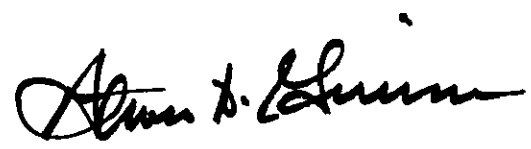


CLERK OF THE COURT

NOE
The Law Office of Mike Beede, PLLC
Michael Beede, Esq.
Nevada State Bar No. 13068
2300 W. Sahara Ave. #420
Las Vegas, NV 89102
eservice@legallv.com
T: 702-473-8406
F: 702-832-0248
Attorney for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

ANTHONY S. NOONAN IRA, LLC; and LOU NOONAN; and JAMES M. ALLRED IRA, LLC; Plaintiffs, vs. MATTHEW M. BIGAM; and REPUBLIC MORTGAGE; and REPUBLIC MORTGAGE LLC; and U.S. BANK NATIONAL ASSOCIATION as Trustee for the Certificateholders of Citigroup Mortgage Loan Trust Inc., Mortgage pass-through certificates, Series 2007-AR7; and BANK OF AMERICA NA; and NATIONSTAR MORTGAGE, LLC; and REAL TIME RESOLUTIONS, INC.; and REPUBLIC SILVER STATE DISPOSAL, INC.; and ROE CORPORATIONS I-V, inclusive, Defendants.	CASE NO. A-14-710465-C DEPT NO. I

NOTICE OF ENTRY OF ORDER

TO: Defendant, REAL TIME RESOLUTIONS, INC.

YOU, AND EACH OF YOU, WILL PLEASE TAKE NOTICE that the STIPULATION AND ORDER FOR DISMISSAL OF PARTY FOR AND DISCLAIMER

OF INTEREST IN SUBJET REAL PROPERTY was entered in the above entitled matter on the 30th day of June, 2015, a copy of which is attached hereto.

DATED this __1st_ day of July, 2015.

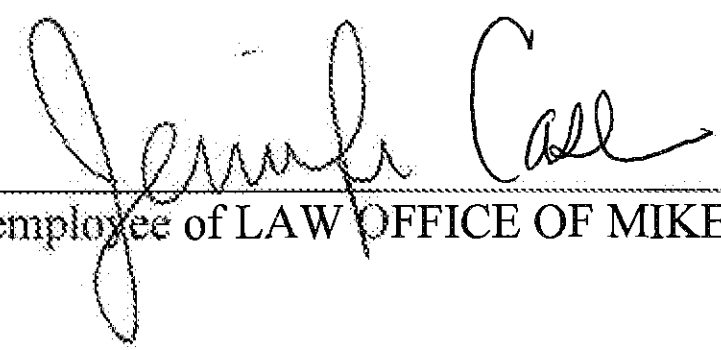
LAW OFFICE OF MIKE BEEDE

/s/ Michael Beede
By:_____
Michael Beede, Esq.
Law Office of Michael Beede, Esq.
2300 W. Sahara Ave., #420
Las Vegas, NV 89102

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of the LAW OFFICE OF MIKE BEEDE, ESQ. and that on this __1st__ day of _July_, 2015, I served a copy of the foregoing **NOTICE OF ENTRY OF ORDER** as follows:

REAL TIME RESOLUTIONS, INC.
1349 Empire Central Dr. Suite 150
Dallas, TX 75247



An employee of LAW OFFICE OF MIKE BEEDE, ESQ.

ORIGINAL

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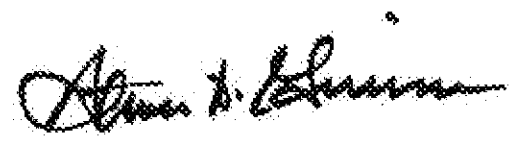

CLERK OF THE COURT

ORD
MICHAEL N. BEEDE, ESQ.
Nevada State Bar No. 13068
THE LAW OFFICE OF MIKE BEEDE, PLLC
2300 W Sahara Ave., Suite 420
Las Vegas, NV 89102
Telephone (702) 473-8406
Facsimile (702) 832-0248
Attorney for Plaintiffs

DISTRICT COURT

CLARK COUNTY, NEVADA

ANTHONY S. NOONAN IRA, LLC; and LOU NOONAN; and JAMES M. ALLRED IRA, LLC; Plaintiffs, vs. MATTHEW M. BIGAM; and CORONADO RANCH LANDSCAPE MAINTENANCE CORPORATION; and REPUBLIC MORTGAGE; and REPUBLIC MORTGAGE LLC; and U.S. BANK NATIONAL ASSOCIATION EE; and U.S. BANK NATIONAL ASSOCIATION as Trustee for the Certificateholders of Citigroup Mortgage Loan Trust Inc., Mortgage pass-through certificates, Series 2007-AR7; and BANK OF AMERICA NA; and NATIONSTAR MORTGAGE, LLC; and REAL TIME RESOLUTIONS, INC.; and REPUBLIC SILVER STATE DISPOSAL, INC.; and ROE CORPORATIONS I-V, inclusive, Defendants.	CASE NO. A-14-710465-C DEPT NO. I

STIPULATION AND ORDER FOR DISMISSAL OF PARTY FOR AND DISCLAIMER OF INTEREST IN SUBJECT REAL PROPERTY

IT IS HEREBY STIPULATED AND AGREED, by and between Plaintiffs, ANTHONY S. NOONAN IRA LLC; and LOU NOONAN; and JAMES M. ALLRED IRA LLC, by and through their

respective undersigned counsel and Defendant, REAL TIME RESOLUTIONS, INC., by and through its respective undersigned representative that the Defendant does not have any claim, right, or interest in the subject property located at 7883 Tahoe Ridge Ct., Las Vegas, NV 89139, (Assessor Parcel Number 176-11-311-013) and that REAL TIME RESOLUTIONS, INC. should be dismissed from this action, and that they and their successors shall be barred and enjoined hereafter from asserting any right, claim, or interests in the subject property.

Each party shall bear their own attorney's fees.

DATED this 23 day of June, 2015.

REAL TIME RESOLUTIONS, INC.

BY: _____

ITS: President

APPROVED
STIPULATION
ATTORNEY

BY: _____

1349 Empire Central Dr. Suite 150
Dallas, TX 75247

MICHAEL BEEDE, ESQ.
Law Office of Michael Beede
2300 W. Sahara Ave. #420
Las Vegas, NV 89102
Attorney for Plaintiff

ORDER

Pursuant to the foregoing Stipulation, and good cause showing therefore:

IT IS ORDERED that in the above-captioned and numbered matter, REAL TIME RESOLUTIONS, INC., shall be dismissed from this action, disclaiming any and all interest in the property, and shall be hereafter barred and enjoined from asserting any right, claim, or interests in the subject property. All parties to bear their own attorneys' fees and costs.

DATED this 25th day of June, 2015.

_____
DISTRICT JUDGE

Submitted by:

The Law Office of Mike Beede, PLLC

ORDER

Pursuant to the foregoing Stipulation, and good cause showing therefore:

IT IS ORDERED that in the above-captioned and numbered matter, REAL TIME RESOLUTIONS, INC., shall be dismissed from this action, disclaiming any and all interest in the property, and shall be hereafter barred and enjoined from asserting any right, claim, or interests in the subject property. All parties to bear their own attorneys' fees and costs.

DATED this _____ day of _____, 2015.

_____
DISTRICT JUDGE

Submitted by:

The Law Office of Mike Beede, PLLC

BY: _____

Michael Beede, Esq.
The Law Office of Mike Beede, PLLC
Nevada Bar #13068
2300 W Sahara Ave., Suite 420
Las Vegas, NV 89102

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CLERK OF THE COURT

SAO
ARIEL E. STERN, ESQ.
Nevada Bar No. 8276
CHRISTINE M. PARVAN, ESQ.
Nevada Bar No. 10711
AKERMAN LLP
1160 Town Center Drive, Suite 330
Las Vegas, Nevada 89144
Telephone: (702) 634-5000
Facsimile: (702) 380-8572
Email: ariel.stern@akerman.com
Email: christine.parvan@akerman.com

Attorneys for Defendants Nationstar Mortgage, LLC & U.S. Bank, N.A.

DISTRICT COURT

CLARK COUNTY, NEVADA

ANTHONY S. NOONAN IRA, LLC; and LOU NOONAN; and JAMES M. ALLRED IRA, LLC; Plaintiff, v. MATTHEW M. BIGAM; and REPUBLIC MORTGAGE; and REPUBLIC MORTGAGE, LLC; and U.S. BANK NATIONAL ASSOCIATION EE; and BANK OF AMERICA, N.A.; and NATIONSTAR MORTGAGE, LLC; and ROE CORPORATIONS I-V, inclusive, Defendants.	Case No.: A-14-710465-C Dept.: I **STIPULATION AND ORDER SETTING ASIDE DEFAULT**

Defendants Nationstar Mortgage, LLC and U.S. Bank, N.A. (incorrectly named as "U.S. Bank National Association EE") (**defendants**) and plaintiffs Anthony S. Noonan IRA, LLC; Lou Noonan; and James M. Allred IRA, LLC hereby stipulate and agree as follows:

. . .

. . .

. . .

. . .

. . .

IT IS HEREBY STIPULATED AND AGREED THAT the default entered by the Clerk of Court on February 3, 2015 against defendants shall be set aside;

IT IS HEREBY STIPULATED AND AGREED THAT defendants' response to plaintiffs' complaint will be due fourteen (14) court days from the entry of this stipulation;

IT IS HEREBY STIPULATED AND AGREED THAT the parties seek to avoid any further dispute or motion practice regarding relief from the entered and requested defaults, and seek to allow this action to proceed in due course.

DATED this 10th day of March, 2015.

AKERMAN LLP

ARIEL E. STERN, ESQ.
Nevada Bar No. 8276
CHRISTINE M. PARVAN, ESQ.
Nevada Bar No. 10711
1160 Town Center Drive, Suite 330
Las Vegas, Nevada 89144

Attorney for Defendants

LAW OFFICE OF MIKE BEEDE, PLLC

Michael N. Beede, Esq.
Nevada Bar No. 13068
2300 W Sahara Ave. Suite 420
Las Vegas, Nevada 89102

Attorney for Plaintiffs

AKERMAN LLP
1160 Town Center Drive, Suite 330
LAS VEGAS, NEVADA 89144
TEL.: (702) 634-5000 – FAX: (702) 380-8572

ORDER

UPON STIPULATION of the parties, and good cause appearing therefore, it is hereby ordered:

IT IS HEREBY ORDERED THAT the default entered by the Clerk of Court on February 3, 2015 against defendants shall be set aside;

IT IS HEREBY ORDERED THAT defendants' response to plaintiffs' complaint will be due fourteen (14) court days from the entry of this stipulation;

IT IS HEREBY ORDERED THAT the parties seek to avoid any further dispute or motion practice regarding relief from the entered and requested defaults, and seek to allow this action to proceed in due course.

IT IS SO ORDERED.

Dated: March 19, 2015

DISTRICT COURT JUDGE

AKERMAN LLP
1160 Town Center Drive, Suite 330
LAS VEGAS, NEVADA 89144
TEL.: (702) 634-5000 – FAX: (702) 380-8572

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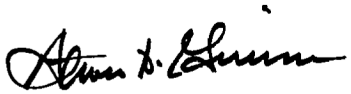

CLERK OF THE COURT

NTSO
ARIEL E. STERN, ESQ.
Nevada Bar No. 8276
CHRISTINE M. PARVAN, ESQ.
Nevada Bar No. 10711
AKERMAN LLP
1160 Town Center Drive, Suite 330
Las Vegas, Nevada 89144
Telephone: (702) 634-5000
Facsimile: (702) 380-8572
Email: ariel.stern@akerman.com
Email: christine.parvan@akerman.com

Attorneys for Defendants Nationstar Mortgage, LLC and U.S. Bank, N.A.

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

ANTHONY S. NOONAN IRA, LLC; and LOU NOONAN; and JAMES M. ALLRED IRA, LLC, Plaintiff, v. MATTHEW M. BIGAM; and REPUBLIC MORTGAGE; and REPUBLIC MORTGAGE, LLC; and U.S. BANK NATIONAL ASSOCIATION EE; and BANK OF AMERICA, N.A.; and NATIONSTAR MORTGAGE, LLC; and ROE CORPORATIONS I-V, inclusive, Defendants.	Case No.: A-14-710465-C Dept. No.: I **NOTICE OF ENTRY OF STIPULATION AND ORDER**

PLEASE TAKE NOTICE that a Stipulation and Order Setting Aside Default has been entered on the 20th day of March, 2015, in the above-captioned matter.

...

...

...

...

...

...

A copy of said Order is attached hereto as Exhibit A.

DATED this 31st day of March, 2015.

AKERMAN LLP

/s/ Christine M. Parvan

ARIEL E. STERN, ESQ.
Nevada Bar No. 8276
CHRISTINE M. PARVAN, ESQ.
Nevada Bar No. 10711
1160 Town Center Drive, Suite 330
Las Vegas, Nevada 89144
Attorneys for Nationstar Mortgage, LLC and U.S. Bank, N.A.

AKERMAN LLP
1160 Town Center Drive, Suite 330
LAS VEGAS, NEVADA 89144
TEL.: (702) 634-5000 – FAX: (702) 380-8572

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 31st day of March, 2015 and pursuant to NRCP 5(b), I deposited for mailing in the U.S. Mail a true and correct copy of the foregoing **NOTICE OF ENTRY OF STIPULATION AND ORDER**, postage prepaid and addressed to:

Michael N. Beede, Esq.
LAW OFFICE OF MIKE BEEDE, PLLC
2300 W Sahara Ave. Suite 420
Las Vegas, NV 89102

Attorneys for Plaintiffs

/s/ *Allen Stephens*
An employee of AKERMAN LLP

AKERMAN LLP
1160 Town Center Drive, Suite 330
LAS VEGAS, NEVADA 89144
TEL.: (702) 634-5000 – FAX: (702) 380-8572

EXHIBIT A

EXHIBIT A

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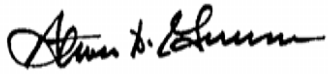

CLERK OF THE COURT

SAO
ARIEL E. STERN, ESQ.
Nevada Bar No. 8276
CHRISTINE M. PARVAN, ESQ.
Nevada Bar No. 10711
AKERMAN LLP
1160 Town Center Drive, Suite 330
Las Vegas, Nevada 89144
Telephone: (702) 634-5000
Facsimile: (702) 380-8572
Email: ariel.stern@akerman.com
Email: christine.parvan@akerman.com

Attorneys for Defendants Nationstar Mortgage, LLC & U.S. Bank, N.A.

AKERMAN LLP
1160 Town Center Drive, Suite 330
LAS VEGAS, NEVADA 89144
TEL.: (702) 634-5000 – FAX: (702) 380-8572

DISTRICT COURT

CLARK COUNTY, NEVADA

ANTHONY S. NOONAN IRA, LLC; and LOU NOONAN; and JAMES M. ALLRED IRA, LLC; Plaintiff, v. MATTHEW M. BIGAM; and REPUBLIC MORTGAGE; and REPUBLIC MORTGAGE, LLC; and U.S. BANK NATIONAL ASSOCIATION EE; and BANK OF AMERICA, N.A.; and NATIONSTAR MORTGAGE, LLC; and ROE CORPORATIONS I-V, inclusive, Defendants.	Case No.: A-14-710465-C Dept.: I **STIPULATION AND ORDER SETTING ASIDE DEFAULT**

Defendants Nationstar Mortgage, LLC and U.S. Bank, N.A. (incorrectly named as "U.S. Bank National Association EE") (**defendants**) and plaintiffs Anthony S. Noonan IRA, LLC; Lou Noonan; and James M. Allred IRA, LLC hereby stipulate and agree as follows:

. . .

. . .

. . .

. . .

. . .

IT IS HEREBY STIPULATED AND AGREED THAT the default entered by the Clerk of Court on February 3, 2015 against defendants shall be set aside;

IT IS HEREBY STIPULATED AND AGREED THAT defendants' response to plaintiffs' complaint will be due fourteen (14) court days from the entry of this stipulation;

IT IS HEREBY STIPULATED AND AGREED THAT the parties seek to avoid any further dispute or motion practice regarding relief from the entered and requested defaults, and seek to allow this action to proceed in due course.

DATED this 10th day of March, 2015.

AKERMAN LLP

ARIEL E. STERN, ESQ.
Nevada Bar No. 8276
CHRISTINE M. PARVAN, ESQ.
Nevada Bar No. 10711
1160 Town Center Drive, Suite 330
Las Vegas, Nevada 89144

Attorney for Defendants

LAW OFFICE OF MIKE BEEDE, PLLC

Michael N. Beede, Esq.
Nevada Bar No. 13068
2300 W Sahara Ave. Suite 420
Las Vegas, Nevada 89102

Attorney for Plaintiffs

AKERMAN LLP
1160 Town Center Drive, Suite 330
LAS VEGAS, NEVADA 89144
TEL.: (702) 634-5000 – FAX: (702) 380-8572

AKERMAN LLP
1160 Town Center Drive, Suite 330
LAS VEGAS, NEVADA 89144
TEL.: (702) 634-5000 – FAX: (702) 380-8572

ORDER

UPON STIPULATION of the parties, and good cause appearing therefore, it is hereby ordered:

IT IS HEREBY ORDERED THAT the default entered by the Clerk of Court on February 3, 2015 against defendants shall be set aside;

IT IS HEREBY ORDERED THAT defendants' response to plaintiffs' complaint will be due fourteen (14) court days from the entry of this stipulation;

IT IS HEREBY ORDERED THAT the parties seek to avoid any further dispute or motion practice regarding relief from the entered and requested defaults, and seek to allow this action to proceed in due course.

IT IS SO ORDERED.

Dated: March 19, 2015

DISTRICT COURT JUDGE

Electronically Filed
9/7/2017 8:32 AM
Steven D. Grierson
CLERK OF THE COURT

SAO
ARIEL E. STERN, ESQ.
Nevada Bar No. 8276
DONNA M. WITTIG, ESQ.
Nevada Bar No. 11015
AKERMAN LLP
1160 Town Center Drive, Suite 330
Las Vegas, Nevada 89144
Telephone: (702) 634-5000
Facsimile: (702) 380-8572
Email: ariel.stern@akerman.com
Email: donna.wittig@akerman.com

Attorneys for Nationstar Mortgage, LLC

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

ANTHONY S. NOONAN IRA, LLC; and LOU NOONAN; and JAMES M. ALLRED IRA, LLC; , v. MATTHEW M. BIGAM; and REPUBLIC MORTGAGE; and REPUBLIC MORTGAGE, LLC; and U.S. BANK NATIONAL ASSOCIATION; and BANK OF AMERICA, N.A.; and NATIONSTAR MORTGAGE, LLC; and ROE CORPORATIONS I-V, inclusive, s.	Case No.: A-14-710465-C Dept.: IV **STIPULATION TO CONTINUE TRIAL AND ALL TRIAL-RELATED DEADLINES**

The parties, by and through counsel, stipulate to the following:

On April 26, 2016, the Court entered an order on the parties' summary judgment motions, which among things, permitted further discovery.

On November 10, 2016, both parties renewed their motions for summary judgment, which were scheduled to be heard on December 14, 2016.

The pre-trial conference and calendar call are currently scheduled to be heard on September 27, 2017, at 11:00 a.m., and trial is set on the Court's October 9, 2017 stack.

Because both parties believe the trial of this case will be substantially affected by the Court's ruling on their renewed summary judgment motions, they stipulate and agree to postpone the trial, and all trial-related deadlines to a date most convenient to the Court.

DATED this 1st day of ~~August,~~ Sept 2017.

AKERMAN LLP

ARIEL E. STERN, ESQ.
Nevada Bar No. 8276
DONNA M. WITTIG, ESQ.
Nevada Bar No. 11015
1160 Town Center Drive, Suite 330
Las Vegas, Nevada 89144

Attorneys for Defendants Nationstar Mortgage LLC & U.S. Bank, N.A.

DATED this 31st day of August, 2017.

THE LAW OFFICE OF MIKE BEEDE, PLLC

MICHAEL N. BEEDE, ESQ.
Nevada Bar No. 13068
2300 W. Sahara Ave., Suite 420
Las Vegas, NV 89102

Attorneys for Plaintiffs

DATED this __ day of August, 2017.

WILLIAMS & ASSOCIATES

DONALD H. WILLIAMS, ESQ.
Nevada Bar No. 5548
612 S. Tenth St.
Las Vegas, NV 89101

Attorneys for Defendant Republic Mortgage

AKERMAN LLP
1160 TOWN CENTER DRIVE, SUITE 330
LAS VEGAS, NEVADA 89144
TEL.: (702) 634-5000 – FAX: (702) 380-8572

Because both parties believe the trial of this case will be substantially affected by the Court's ruling on their renewed summary judgment motions, they agree to postpone the trial, and all trial-related deadlines to a date most convenient to the Court.

DATED this __ day of August, 2017.

AKERMAN LLP

ARIEL E. STERN, ESQ.
Nevada Bar No. 8276
DONNA M. WITTIG, ESQ.
Nevada Bar No. 11015
1160 Town Center Drive, Suite 330
Las Vegas, Nevada 89144

Attorneys for Defendants Nationstar Mortgage LLC & U.S. Bank, N.A.

DATED this __ day of August, 2017.

THE LAW OFFICE OF MIKE BEEDE, PLLC

MICHAEL N. BEEDE, ESQ.
Nevada Bar No. 13068
2300 W. Sahara Ave., Suite 420
Las Vegas, NV 89102

Attorneys for Plaintiffs

DATED this __ day of August, 2017.

WILLIAMS & ASSOCIATES

DONALD H. WILLIAMS, ESQ.
Nevada Bar No. 5548
612 S. Tenth St.
Las Vegas, NV 89101

Attorneys for Defendant Republic Mortgage

AKERMAN LLP
1160 TOWN CENTER DRIVE, SUITE 330
LAS VEGAS, NEVADA 89144
TEL.: (702) 634-5000 – FAX: (702) 380-8572

A-14-710465-C
STIPULATION TO CONTINUE TRIAL AND ALL TRIAL-RELATED DEADLINES

ORDER

The parties' above stipulation is so ordered. The Court will set the deadline for filing the pre-trial memorandum after hearing on the parties' renewed summary judgment motions.

The pre-trial conference and calendar call scheduled on September 27, 2017, at 11:00 a.m. is continued to May 9, 2018, at 11:00 a.m.

The trial stack beginning October 9, 2017, at 9:00 a.m. is continued to May 21, 2018, at 9:00 a.m.

It is so ordered this 5 day of September, 2017.

DISTRICT COURT JUDGE

KD

Prepared by:

AKERMAN LLP

ARIEL E. STERN, ESQ.
Nevada Bar No. 8276
DONNA M. WITTIG, ESQ.
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Electronically Filed
9/7/2017 10:40 AM
Steven D. Grierson
CLERK OF THE COURT

NEO
ARIEL E. STERN, ESQ.
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Attorneys for Nationstar Mortgage, LLC

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

ANTHONY S. NOONAN IRA, LLC; and LOU NOONAN; and JAMES M. ALLRED IRA, LLC; Plaintiff, v. MATTHEW M. BIGAM; and REPUBLIC MORTGAGE; and REPUBLIC MORTGAGE, LLC; and U.S. BANK NATIONAL ASSOCIATION; and BANK OF AMERICA, N.A.; and NATIONSTAR MORTGAGE, LLC; and ROE CORPORATIONS I-V, inclusive, Defendants.	Case No.: A-14-710465-C Dept.: IV **NOTICE OF ENTRY OF STIPULATION TO CONTINUE TRIAL AND ALL TRIAL-RELATED DEADLINES**

PLEASE TAKE NOTICE that a **STIPULATION TO CONTINUE TRIAL AND ALL TRIAL-RELATED DEADLINES** has been entered on the 7th day of September 2017, in the above-captioned matter. A copy of said Order is attached hereto as Exhibit A.

DATED this 7th day of September, 2017.

AKERMAN LLP

/s/ Donna M. Wittig
ARIEL E. STERN, ESQ.
Nevada Bar No. 8276
DONNA M. WITTIG, ESQ.
Nevada Bar No. 11015
1160 Town Center Drive, Suite 330
Las Vegas, Nevada 89144
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TEL.: (702) 634-5000 – FAX: (702) 380-8572

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 7th day of September, 2017 and pursuant to NRCP 5(b), I served via the Clark County electronic filing system a true and correct copy of the foregoing **NOTICE OF ENTRY OF STIPULATION TO CONTINUE TRIAL AND ALL TRIAL-RELATED DEADLINES**, addressed to:

Williams & Associates	
Donald H. Williams, Esq.	dwilliams@dhwlawlv.com
Drew Starbuck, Esq.	dstarbuck@dhwlawlv.com
Robin Gullo	rgullo@dhwlawlv.com
The Law Office Of Mike Beede, PLLC	
Mike Beede	Mike@legallv.com
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/s/ *Doug J. Layne*
An employee of AKERMAN LLP

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EXHIBIT A

EXHIBIT A

Electronically Filed
9/7/2017 8:32 AM
Steven D. Grierson
CLERK OF THE COURT

SAO
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Attorneys for Nationstar Mortgage, LLC

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

ANTHONY S. NOONAN IRA, LLC; and LOU NOONAN; and JAMES M. ALLRED IRA, LLC; , v. MATTHEW M. BIGAM; and REPUBLIC MORTGAGE; and REPUBLIC MORTGAGE, LLC; and U.S. BANK NATIONAL ASSOCIATION; and BANK OF AMERICA, N.A.; and NATIONSTAR MORTGAGE, LLC; and ROE CORPORATIONS I-V, inclusive, s.	Case No.: A-14-710465-C Dept.: IV **STIPULATION TO CONTINUE TRIAL AND ALL TRIAL-RELATED DEADLINES**

The parties, by and through counsel, stipulate to the following:

On April 26, 2016, the Court entered an order on the parties' summary judgment motions, which among things, permitted further discovery.

On November 10, 2016, both parties renewed their motions for summary judgment, which were scheduled to be heard on December 14, 2016.

The pre-trial conference and calendar call are currently scheduled to be heard on September 27, 2017, at 11:00 a.m., and trial is set on the Court's October 9, 2017 stack.

Because both parties believe the trial of this case will be substantially affected by the Court's ruling on their renewed summary judgment motions, they stipulate and agree to postpone the trial, and all trial-related deadlines to a date most convenient to the Court.

DATED this 1st day of ~~August,~~ Sept 2017.

AKERMAN LLP

ARIEL E. STERN, ESQ.
Nevada Bar No. 8276
DONNA M. WITTIG, ESQ.
Nevada Bar No. 11015
1160 Town Center Drive, Suite 330
Las Vegas, Nevada 89144

Attorneys for Defendants Nationstar Mortgage LLC & U.S. Bank, N.A.

DATED this 31st day of August, 2017.

THE LAW OFFICE OF MIKE BEEDE, PLLC

MICHAEL N. BEEDE, ESQ.
Nevada Bar No. 13068
2300 W. Sahara Ave., Suite 420
Las Vegas, NV 89102

Attorneys for Plaintiffs

DATED this __ day of August, 2017.

WILLIAMS & ASSOCIATES

DONALD H. WILLIAMS, ESQ.
Nevada Bar No. 5548
612 S. Tenth St.
Las Vegas, NV 89101

Attorneys for Defendant Republic Mortgage

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1160 TOWN CENTER DRIVE, SUITE 330
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TEL.: (702) 634-5000 – FAX: (702) 380-8572

Because both parties believe the trial of this case will be substantially affected by the Court's ruling on their renewed summary judgment motions, they agree to postpone the trial, and all trial-related deadlines to a date most convenient to the Court.

DATED this __ day of August, 2017.

AKERMAN LLP

ARIEL E. STERN, ESQ.
Nevada Bar No. 8276
DONNA M. WITTIG, ESQ.
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1160 Town Center Drive, Suite 330
Las Vegas, Nevada 89144

Attorneys for Defendants Nationstar Mortgage LLC & U.S. Bank, N.A.

DATED this __ day of August, 2017.

THE LAW OFFICE OF MIKE BEEDE, PLLC

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2300 W. Sahara Ave., Suite 420
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Attorneys for Plaintiffs

DATED this __ day of August, 2017.

WILLIAMS & ASSOCIATES

DONALD H. WILLIAMS, ESQ.
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Las Vegas, NV 89101

Attorneys for Defendant Republic Mortgage

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A-14-710465-C
STIPULATION TO CONTINUE TRIAL AND ALL TRIAL-RELATED DEADLINES

ORDER

The parties' above stipulation is so ordered. The Court will set the deadline for filing the pre-trial memorandum after hearing on the parties' renewed summary judgment motions.

The pre-trial conference and calendar call scheduled on September 27, 2017, at 11:00 a.m. is continued to May 9, 2018, at 11:00 a.m.

The trial stack beginning October 9, 2017, at 9:00 a.m. is continued to May 21, 2018, at 9:00 a.m.

It is so ordered this 5 day of September, 2017.

DISTRICT COURT JUDGE

KD

Prepared by:

AKERMAN LLP

ARIEL E. STERN, ESQ.
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5/9/2018 6:26 PM
Steven D. Grierson
CLERK OF THE COURT

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Attorneys for Nationstar Mortgage, LLC

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TEL.: (702) 634-5000 – FAX: (702) 380-8572

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

ANTHONY S. NOONAN IRA, LLC; and LOU NOONAN; and JAMES M. ALLRED IRA, LLC; Plaintiff, v. MATTHEW M. BIGAM; and REPUBLIC MORTGAGE; and REPUBLIC MORTGAGE, LLC; and U.S. BANK NATIONAL ASSOCIATION; and BANK OF AMERICA, N.A.; and NATIONSTAR MORTGAGE, LLC; and ROE CORPORATIONS I-V, inclusive, Defendants.	Case No.: A-14-710465-C Dept.: IV **STIPULATION TO CONTINUE CALENDAR CALL, TRIAL AND ALL TRIAL-RELATED DEADLINES** **(Second Request)**

The parties, by and through counsel, stipulate to the following:

On April 26, 2016, the Court entered an order on the parties' summary judgment motions, which among things, permitted further discovery.

On November 10, 2016, both parties renewed their motions for summary judgment, which were scheduled to be heard on December 14, 2016.

The pre-trial conference and calendar call were initially scheduled to be heard on September 27, 2017, at 11:00 a.m., and trial is set on the Court's October 9, 2017 stack, but such dates were continued due to the pending motions for summary judgment.

. . .

The pre-trial conference and calendar call are currently scheduled to be heard on May 9, 2018, at 11:00 a.m., and trial is set on the Court's May 21, 2018 stack.

Because both parties believe the trial of this case will be substantially affected by the Court's ruling on their renewed summary judgment motions, they agree to postpone the trial, and all trial-related deadlines to a date most convenient to the Court.

The parties respectfully request the pre-trial conference/calendar call and trial be scheduled outside the dates of July 15, 2018 through August 30, 2018, to accommodate plaintiff's counsel's travel outside the jurisdiction during that time.

DATED this 1st day of ~~April,~~ May 2018.

AKERMAN LLP

ARIEL E. STERN, ESQ.
Nevada Bar No. 8276
DONNA M. WITTIG, ESQ.
Nevada Bar No. 11015
1635 Village Center Circle, Suite 200
Las Vegas, Nevada 89134

Attorneys for Defendants Nationstar Mortgage LLC & U.S. Bank, N.A.

DATED this __ day of April, 2018.

THE LAW OFFICE OF MIKE BEEDE, PLLC

MICHAEL N. BEEDE, ESQ.
Nevada Bar No. 13068
2470 St. Rose Pkwy., Suite 201
Henderson, NV 89074

Attorneys for Plaintiffs

DATED this 20th day of April, 2018.

WILLIAMS ❖ STARBUCK

DONALD H. WILLIAMS, ESQ.
Nevada Bar No. 5548
DREW J. STARBUCK, ESQ.
Nevada Bar No. 13964
612 S. Tenth St.
Las Vegas, NV 89101

Attorneys for Defendant Republic Services

AKERMAN LLP
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LAS VEGAS, NEVADA 89134
TEL.: (702) 634-5000 – FAX: (702) 380-8572

The pre-trial conference and calendar call are currently scheduled to be heard on May 9, 2018, at 11:00 a.m., and trial is set on the Court's May 21, 2018 stack.

Because both parties believe the trial of this case will be substantially affected by the Court's ruling on their renewed summary judgment motions, they agree to postpone the trial, and all trial-related deadlines to a date most convenient to the Court.

The parties respectfully request the pre-trial conference/calendar call and trial be scheduled outside the dates of July 15, 2018 through August 30, 2018, to accommodate plaintiff's counsel's travel outside the jurisdiction during that time.

DATED this __ day of April, 2018.

AKERMAN LLP

_____

ARIEL E. STERN, ESQ.
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DONNA M. WITTIG, ESQ.
Nevada Bar No. 11015
1635 Village Center Circle, Suite 200
Las Vegas, Nevada 89134

Attorneys for Defendants Nationstar Mortgage LLC & U.S. Bank, N.A.

DATED this __ day of April, 2018.

WILLIAMS & ASSOCIATES

_____

DONALD H. WILLIAMS, ESQ.
Nevada Bar No. 5548
612 S. Tenth St.
Las Vegas, NV 89101

Attorneys for Defendant Republic Mortgage

DATED this 20th day of April, 2018.

THE LAW OFFICE OF MIKE BEEDE, PLLC

_____

MICHAEL N. BEEDE, ESQ.
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Attorneys for Plaintiffs

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A-14-710465-C

STIPULATION TO CONTINUE TRIAL AND ALL TRIAL-RELATED DEADLINES (SECOND REQUEST)

ORDER

The parties' above stipulation is so ordered.

The deadline for filing the pre-trial memorandum ~~is~~ will be given at Pretrial Conference. ~~, 2018.~~

The pre-trial conference and calendar call scheduled on May 9, 2018, at 11:00 a.m. is continued to December 12, at 11:00 Am.

The trial stack beginning May 21, 2018, at 9:00 a.m. is continued to December 31, at 9:00 Am.

IT IS SO ORDERED this 3 day of May, 2018.

Kerry S. Earley

DISTRICT COURT JUDGE

KD

Prepared by:

AKERMAN LLP

ARIEL E. STERN, ESQ.
Nevada Bar No. 8276
DONNA M. WITTIG, ESQ.
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Attorneys for Defendants Nationstar Mortgage LLC & U.S. Bank, N.A.

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44995474.1

Electronically Filed
5/10/2018 3:44 PM
Steven D. Grierson
CLERK OF THE COURT

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Attorneys for Nationstar Mortgage, LLC

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

ANTHONY S. NOONAN IRA, LLC; and LOU NOONAN; and JAMES M. ALLRED IRA, LLC; Plaintiff, v. MATTHEW M. BIGAM; and REPUBLIC MORTGAGE; and REPUBLIC MORTGAGE, LLC; and U.S. BANK NATIONAL ASSOCIATION; and BANK OF AMERICA, N.A.; and NATIONSTAR MORTGAGE, LLC; and ROE CORPORATIONS I-V, inclusive, Defendants.	Case No.: A-14-710465-C Dept.: IV **NOTICE OF ENTRY OF STIPULATION TO CONTINUE CALENDAR CALL, TRIAL AND ALL TRIAL-RELATED DEADLINES (SECOND REQUEST)**

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TEL.: (702) 634-5000 – FAX: (702) 380-8572

TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that a **STIPULATION TO CONTINUE CALENDAR CALL, TRIAL AND ALL TRIAL-RELATED DEADLINES (SECOND REQUEST)** has been entered by this Court on the 9th day of May, 2018, in the above-captioned matter. A copy of said Order is attached hereto as

Exhibit A.

Dated: May 10, 2018

AKERMAN LLP

/s/ Donna Wittig

ARIEL E. STERN, ESQ.
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DONNA M. WITTIG, ESQ.
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Attorneys for Defendants Nationstar Mortgage LLC & U.S. Bank, N.A

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TEL.: (702) 634-5000 – FAX: (702) 380-8572

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 10th of May, 2018 and pursuant to NRCP 5(b), I served via the Clark County electronic filing system a true and correct copy of the foregoing **NOTICE OF ENTRY OF STIPULATION TO CONTINUE CALENDAR CALL, TRIAL AND ALL TRIAL-RELATED DEADLINES (SECOND REQUEST)**, addressed to:

Williams & Associates	
Donald H. Williams, Esq.	dwilliams@dhwlawlv.com
Drew Starbuck, Esq.	dstarbuck@dhwlawlv.com
Robin Gullo	rgullo@dhwlawlv.com
The Law Office Of Mike Beede, PLLC	
Mike Beede	Mike@legallv.com
EService	EserviceLegalLV@gmail.com

/s/ *Christine Weiss*
An employee of AKERMAN LLP

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EXHIBIT A

EXHIBIT A

Electronically Filed
5/9/2018 6:26 PM
Steven D. Grierson
CLERK OF THE COURT

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TEL.: (702) 634-5000 – FAX: (702) 380-8572

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

ANTHONY S. NOONAN IRA, LLC; and LOU NOONAN; and JAMES M. ALLRED IRA, LLC; Plaintiff, v. MATTHEW M. BIGAM; and REPUBLIC MORTGAGE; and REPUBLIC MORTGAGE, LLC; and U.S. BANK NATIONAL ASSOCIATION; and BANK OF AMERICA, N.A.; and NATIONSTAR MORTGAGE, LLC; and ROE CORPORATIONS I-V, inclusive, Defendants.	Case No.: A-14-710465-C Dept.: IV **STIPULATION TO CONTINUE CALENDAR CALL, TRIAL AND ALL TRIAL-RELATED DEADLINES** **(Second Request)**

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Because both parties believe the trial of this case will be substantially affected by the Court's ruling on their renewed summary judgment motions, they agree to postpone the trial, and all trial-related deadlines to a date most convenient to the Court.

The parties respectfully request the pre-trial conference/calendar call and trial be scheduled outside the dates of July 15, 2018 through August 30, 2018, to accommodate plaintiff's counsel's travel outside the jurisdiction during that time.

DATED this 1st day of ~~April,~~ May 2018.

AKERMAN LLP

ARIEL E. STERN, ESQ.
Nevada Bar No. 8276
DONNA M. WITTIG, ESQ.
Nevada Bar No. 11015
1635 Village Center Circle, Suite 200
Las Vegas, Nevada 89134

Attorneys for Defendants Nationstar Mortgage LLC & U.S. Bank, N.A.

DATED this __ day of April, 2018.

THE LAW OFFICE OF MIKE BEEDE, PLLC

MICHAEL N. BEEDE, ESQ.
Nevada Bar No. 13068
2470 St. Rose Pkwy., Suite 201
Henderson, NV 89074

Attorneys for Plaintiffs

DATED this 20th day of April, 2018.

WILLIAMS ❖ STARBUCK

DONALD H. WILLIAMS, ESQ.
Nevada Bar No. 5548
DREW J. STARBUCK, ESQ.
Nevada Bar No. 13964
612 S. Tenth St.
Las Vegas, NV 89101

Attorneys for Defendant Republic Services

AKERMAN LLP
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LAS VEGAS, NEVADA 89134
TEL.: (702) 634-5000 – FAX: (702) 380-8572

The pre-trial conference and calendar call are currently scheduled to be heard on May 9, 2018, at 11:00 a.m., and trial is set on the Court's May 21, 2018 stack.

Because both parties believe the trial of this case will be substantially affected by the Court's ruling on their renewed summary judgment motions, they agree to postpone the trial, and all trial-related deadlines to a date most convenient to the Court.

The parties respectfully request the pre-trial conference/calendar call and trial be scheduled outside the dates of July 15, 2018 through August 30, 2018, to accommodate plaintiff's counsel's travel outside the jurisdiction during that time.

DATED this __ day of April, 2018.

AKERMAN LLP

_____

ARIEL E. STERN, ESQ.
Nevada Bar No. 8276
DONNA M. WITTIG, ESQ.
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1635 Village Center Circle, Suite 200
Las Vegas, Nevada 89134

Attorneys for Defendants Nationstar Mortgage LLC & U.S. Bank, N.A.

DATED this __ day of April, 2018.

WILLIAMS & ASSOCIATES

_____

DONALD H. WILLIAMS, ESQ.
Nevada Bar No. 5548
612 S. Tenth St.
Las Vegas, NV 89101

Attorneys for Defendant Republic Mortgage

DATED this 20th day of April, 2018.

THE LAW OFFICE OF MIKE BEEDE, PLLC

_____

MICHAEL N. BEEDE, ESQ.
Nevada Bar No. 13068
2470 St. Rose Pkwy., Suite 201
Henderson, NV 89074

Attorneys for Plaintiffs

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A-14-710465-C

STIPULATION TO CONTINUE TRIAL AND ALL TRIAL-RELATED DEADLINES (SECOND REQUEST)

ORDER

The parties' above stipulation is so ordered.

The deadline for filing the pre-trial memorandum ~~is~~ will be given at Pretrial Conference. ~~, 2018.~~

The pre-trial conference and calendar call scheduled on May 9, 2018, at 11:00 a.m. is continued to December 12, at 11:00 Am.

The trial stack beginning May 21, 2018, at 9:00 a.m. is continued to December 31, at 9:00 Am.

IT IS SO ORDERED this 3 day of May, 2018.

Kerry S. Earley

DISTRICT COURT JUDGE

KD

Prepared by:

AKERMAN LLP

ARIEL E. STERN, ESQ.
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44995474.1

Electronically Filed
12/19/2018 10:54 AM
Steven D. Grierson
CLERK OF THE COURT

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Attorneys for Plaintiffs
Anthony S. Noonan IRA, LLC,
Lou Noonan, and James M. Allred IRA, LLC

DISTRICT COURT
CLARK COUNTY, NEVADA

ANTHONY S. NOONAN IRA, LLC; and LOU NOONAN; and JAMES M. ALLRED IRA, LLC; Plaintiffs, v. MATTHEW M. BIGAM; and CORONADO RANCH LANDSCAPE MAINTENANCE CORPORATION; and REPUBLIC MORTGAGE; and REPUBLIC MORTGAGE LLC; and U.S. BANK NATIONAL ASSOCIATION as Trustee for the Certificateholders of Citigroup Mortgage Loan Trust Inc., Mortgage pass-through certificates, Series 2007-AR7; and BANK OF AMERICA NA; and NATIONSTAR MORTGAGE, LLC; and REAL TIME RESOLUTIONS, INC.; and REPUBLIC SILVER STATE DISPOSAL, INC.; and ROE CORPORATIONS I-V, inclusive, Defendants.	CASE NO. A-14-710465-C DEPT NO. IV **PLAINTIFFS' SECOND RENEWED MOTION FOR SUMMARY JUDGMENT**

Plaintiff Anthony S. Noonan IRA, LLC, Lou Noonan, and James M. Allred IRA, LLC (hereafter collectively, "Plaintiffs"), by and through their attorney of record, Michael N. Beede, Esq., of the Law Office of Mike Beede, hereby files their Second Renewed Motion for Summary Judgment all claims. To the extent that this Court declines to resolve the case in full, Plaintiffs

move in the alternative for partial summary judgment on those issues of fact which are undisputed and against each Defendant individually.

This motion is made and based upon the attached memorandum of Points and Authorities, all papers and pleadings on file herein, and any oral argument allowed at the time of the hearing.

Dated this 19th day of December, 2018.

THE LAW OFFICE OF MIKE BEEDE, PLLC

By: */s/ Michael Beede*

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NOTICE OF MOTION

You and each of you, will please take notice that the Plaintiffs' Second Renewed Motion for Summary Judgment and all other Pending motions will come on regularly for hearing on the _____ day of February 7, 2019, 2018, at the hour of 9:00 am.m, or as soon thereafter as counsel may be heard in Department IV in the above-referenced court.

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiffs are the owners of the real property commonly known as 7883 Tahoe Ridge Ave. LAs Vegas, NV 89139 (the "Property"). On April 8, 2016, Plaintiffs' previous Motion for Summary Judgment, and Defendants Nationstar Mortgage, LLC (hereafter, "Nationstar") and U.S. Bank, N.A.'s (hereafter, "US Bank") (collectively, "Defendants") Motion for Summary Judgment came on for hearing before this Court. At the hearing, the Court denied both motions for summary judgment, and ordered the parties to engage in discovery. Discovery has only further clarified that summary judgment in favor of Plaintiffs is appropriate.

Following the close of discovery, Plaintiffs and Nationstar each filed competing dispositive motions on November 10, 2016. Although fully briefed, no hearing was held and the motions remain undecided. The parties have since stipulated to continue trial twice in anticipation of the Court's holding on the pending motions. Plaintiff brings the instant motion in an attempt to demonstrate that the development of the case law surrounding NRS 116 has provided ample authority for this Court adjudicate this matter without the need for trial.

Defendants have not and still cannot, even after conducting discovery, raise any issue or dispute as to any material fact which would prevent a ruling in favor of Plaintiffs as a matter of law. There are no disputed material facts, nor is there any question as to matters of controlling law. Accordingly, Plaintiffs respectfully request that this Court grant summary judgment in their favor and quiet title of this Property.

II. STATEMENT OF UNDISPUTED FACTS

1. Plaintiffs Anthony S. Noonan IRA, LLC, Lou Noonan, and James M. Allred IRA, LLC, purchased this Property at a public foreclosure auction on July 21, 2014, conducted by Red Rock Financial Services. (Exhibit 1)
2. A Foreclosure Deed was granted in favor of Anthony S. Noonan IRA, LLC and Lou Noonan and James M. Allred IRA, LLC on July 23, 2014. (Exhibit 1)
3. This deed was recorded on July 25, 2014. (Exhibit 1)

4. This deed contained the following recital:

> This conveyance is made pursuant to the powers conferred upon agent by Nevada Revised Statutes, the Coronado Ranch Landscape Maintenance Corporation governing documents (CC&R's) and that certain Lien for Delinquent Assessments, described herein. Default occurred as set forth in a Notice of Default and Election to Sell, recorded on 06/21/2011 as instrument number 002390 Book 20110621 which was recorded in office of the recorder of said county. Red Rock Financial Services has complied with all requirements of law including, but not limited to, the elapsing of 90 days, mailing of copies of Lien for Delinquent Assessments and Notice of Default and the posting and publication of the Notice of Sale. Said property was sold by said agent, on behalf of Coronado Ranch Landscape Maintenance Corporation at public auction on 07/21/2014, at the place indicated on the Notice of Sale. Grantee being the highest bidder at such sale became the purchaser of said property and paid therefore to said agent the amount bid $50,100.00 in lawful money of the
>
> United States, or by satisfaction, pro tanto, of the obligations then secured by the Lien for Delinquent Assessment.

(Exhibit 1)

5. The amount paid by Plaintiffs at the foreclosure sale was $50,100.00. (Exhibit 1)
6. The previous owners, Matthew M. Bigam and Leah Ann Bigam (the "Previous Owners") granted a deed of trust in favor of Republic Mortgage LLC, DBA Republic Mortgage, naming Mortgage Electronic Registration Systems, Inc. ("MERS") as beneficiary, which was recorded as an encumbrance to the Property on February 20, 2007 as instrument and book number 20070220-0004388 (re-recorded as 20070607-0003687)(hereinafter referred to as "First Deed of Trust"). (Exhibit 2-1)
7. On October 12, 2011, an assignment of the aforementioned Deed of Trust was recorded which purported to transfer the beneficial interest thereof from MERS to U.S. Bank National Association as Trustee for the Certificateholders of Citigroup Mortgage Loan Trust Inc., Mortgage Pass-Through Certificates, Series 2007-AR7. (Exhibit 2-2)
8. On August 16, 2013, an assignment of the aforementioned Deed of Trust was recorded which purported to transfer the beneficial interest thereof from Bank of America, NA to Nationstar Mortgage, LLC. (Exhibit 2-3) There is no evidence in the record or in the recorded documents which indicates that Bank of America, NA ever had any

interest in the Deed of Trust. There is likewise no assignment from U.S. Bank National Association as Trustee for the Certificateholders of Citigroup Mortgage Loan Trust Inc., Mortgage Pass-Through Certificates, Series 2007-AR7 to Nationstar Mortgage, LLC.

9. The Previous Owners also granted a deed of trust in favor of Republic Mortgage LLC, DBA Republic Mortgage, naming MERS as beneficiary, which was recorded as an encumbrance to the subject property on February 20, 2007 as instrument and book number 20070220-0004389. (hereinafter referred to as "Second Deed of Trust"). (Exhibit 3-1)
10. On October 15, 2014, an assignment of this second Deed of Trust was recorded which purported to transfer the beneficial interest thereof to Real Time Resolutions, Inc. (Exhibit 3-2)
11. A Lien for Delinquent Assessments claimed by the HOA, Coronado Ranch Landscape Maintenance Corporation, which complies with NRS 116.31162, was recorded on April 26, 2011 and mailed by certified mail to the Previous Owners. (Exhibit 5)
12. The Notice of Default and Election to Sell was recorded on June 21, 2011, and was mailed pursuant to NRS Chapter 116 to all parties entitled to receive notice (Exhibit 6)
13. The Notice of Foreclosure Sale was recorded on June 26, 2014, and was mailed to all required recipients. (Exhibit 7)
14. The HOA foreclosure sale occurred on or about July 21, 2014 and a Foreclosure Deed was recorded against the Property shortly thereafter. (Exhibit 1)
15. Plaintiff filed its complaint for quiet title on December 1, 2014, and recorded a lis pendens against the Property on April 23, 2015, as instrument number 201504230002845. (Exhibit 8)
16. The assessments due to the HOA in the nine months preceding the mailing of the Lien for Delinquent Assessments were $216.00. (Exhibit 9)

III. SUMMARY JUDGMENT STANDARD

Summary judgment "is appropriate where there is no legally sufficient evidentiary basis for a reasonable jury to find for the nonmoving party." *Alberter v. McDonald's Corp.*, 70 F. Supp. 2d 1138, 1141 (D. Nev. 1999); *Maes v. Henderson*, 33 F. Supp. 2d 1281, 1285–86 (D. Nev. 1999). NRCP 56(c) establishes two basic substantive requirements for the entry of summary judgment: (1) There must be no genuine issue as to any material fact; and (2) The moving party must be entitled to judgment as a matter of law. *Cromer v. Wilson*, 126 Nev. 106, 109-10, 225 P.3d 788, 790 (2010); *Delgado v. Am. Family Ins. Group*, 125 Nev. 564, 571, 217 P.3d 563, 568 (2009); *Allstate Ins. Co. v. Fackett*, 125 Nev. 132, 137, 206 P.3d 572, 575 (2009); *ASAP Storage, Inc. v. City of Sparks*, 123 Nev. 639, 644, 173 P.3d 734, 738 (2007).

When reviewing a motion for summary judgment, the evidence, and all reasonable inferences drawn from the evidence, must be viewed in a light most favorable to the non-moving party. See *Allstate Ins. Co. v. Fackett*, 125 Nev. 132, 137, 206 P.3d 572, 575 (2009); *Waldman v. Maini*, 124 Nev. 1121, 1136, 195 P.3d 850, 860 (2008); *Sustainable Growth Initiative Comm. v. Jumpers, LLC,* 122 Nev. 53, 61, 128 P.3d 452, 458 (2006); *Wood v. Safeway, Inc.*, 121 Nev. 724, 729, 121 P.3d 1026, 1029 (2005); *Kahn v. Morse & Mowbray*, 121 Nev. 464, 473–74, 117 P.3d 227, 234 (2005); *Weiner v. Beatty*, 121 Nev. 243, 246, 116 P.3d 829, 830 (2005) However, the mere existence of some issue of fact does not necessarily preclude summary judgment. *Wood v. Safeway, Inc.*, 121 Nev. 724, 730, 121 P.3d 1026, 1030 (2005); *Oh v. Wilson*, 112 Nev. 38, 39, 910 P.2d 276, 277 (1996). The 1986 United States Supreme Court summary judgment trilogy emphasized that to prevent summary judgment a factual issue must be "genuine." See *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 247–48, 106 S. Ct. 2505, 2509-10 (1986); *Matsushita Elec. Indus. Co. v. Zenith Radio Corp.*, 475 U.S. 574, 586–87, 106 S. Ct. 1348, 1355-56 (1986), *cert. denied*, 481 U.S. 1029 (1987); *Sustainable Growth Initiative Committee v. Jumpers, LLC*, 122 Nev. 53, 61, 128 P.3d 452, 458 (2006); *Wood v. Safeway, Inc.*, 121 Nev. 724, 730, 121 P.3d 1026, 1030 (2005). Moreover, the court is required to view the facts in the light most favorable to the non-moving party only if there is a "genuine" dispute with respect to those facts. See *Ricci v. DeStefano*, 557 U.S. 557, 585, 129 S. Ct. 2658, 2677 (2009). A trial court is not obligated to draw

all possible inferences in the nonmoving party's favor—only all reasonable inferences. *Villiarimo v. Aloha Island Air, Inc*., 281 F.3d 1054 (9th Cir. 2002). When the opposing party offers no direct evidence of a genuine issue of material fact, inferences may be drawn only if they are reasonable in light of the other undisputed background or contextual facts and if they are permissible under the governing substantive law. *Nev. Power Co. v. Monsanto Co.,* 891 F. Supp. 1406 (D. Nev. 1995).

IV. AUTHENTICATION OF DOCUMENTS

A. Request for Judicial Notice

Pursuant to NRS 52.085(2), a document is presumed to be authentic whenever a document has been authorized by law to be recorded or filed in a public office. Here, Plaintiffs rely on a number of documents related to the subject Property that are recorded with the Clark County Recorder's Office. Therefore, since these documents have been filed with a public office, Plaintiffs respectfully request that this Court take judicial notice of the following official records, copies of which are attached hereto:

1. Foreclosure Deed, recorded on July 25, 2014 as Clark County Recorder's instrument number 20140725-0000291. (Exhibit 1)
2. Deed of Trust, recorded on February 20, 2007 as Clark County Recorder's instrument number 20070220-0004388 (re-recorded as 20070607-0003687). (Exhibit 2-1)
3. Assignment of Deed of Trust, recorded on October 12, 2011 as Clark County Recorder's instrument number 201110120000574. (Exhibit 2-2)
4. Assignment of Deed of Trust, recorded on August 16, 2013 as Clark County Recorder's instrument number 201308160000512. (Exhibit 2-3)
5. Deed of Trust, recorded on February 20, 2007 as Clark County Recorder's instrument number 20070220-0004389. (Exhibit 3-1)
6. Assignment of Deed of Trust, recorded on October 15, 2014 as Clark County Recorder's instrument number 20141015-0002470. (Exhibit 3-2)

7. Lien for Delinquent Assessments, recorded on April 26, 2011 as Clark County Recorder's instrument number 201104260002234. (Exhibit 5-1)
8. Notice of Default and Election to Sell Under Homeowners Association Lien, recorded on June 21, 2011 as Clark County Recorder's instrument number 201106210002390. (Exhibit 6-1)
9. Notice of Foreclosure Sale, recorded on June 26, 2014 as Clark County Recorder's instrument number 20140628-0003624. (Exhibit 7-1)

As these documents all bear the stamp of the Clark County Recorder's Office, they are considered to be public records. Therefore, under NRS 52.085, this Court may take judicial notice thereof.

B. The documents produced by Red Rock Financial Services are authentic under NRS 52.260.

Plaintiffs also rely on documents received from Red Rock Financial Services in response to a Subpoena Duces Tecum relating to the subject Property. Under NRS 52.260, the contents of records made in the course of a regularly conducted activity may be proved by a copy of the record that has been authenticated by a custodian in a signed affidavit. In the affidavit, the custodian must verify that the record was made: 1) at or near the time of the act or event for which the information was recorded by a person with knowledge of the act or event; and 2) in the course of regularly conducted business. *See* NRS 52.260(2). Under NRS 52.260(3) this affidavit must contain the following information: 1) the name of the Custodian of Records, 2) their position, 3) the name of the employer, 4) the date the deponent was served with a subpoena for records, 5) what the requested records pertain to, and 6) the affidavit must be signed before a Notary Public. Additionally, any party intending to offer an affidavit for these purposes must adhere to the requirements of NRS 52.260(4) and must make the record available for inspection by the other parties. The records attached to an affidavit adhering to these requirements is considered to be authentic.

In the present case, Plaintiffs rely on the following documents:

1. Mailing Records and Accompanying Letter for the Lien for Delinquent Assessments (Exhibit 5-2).

2. Mailing Records for the Notice of Default and Election to Sell (Exhibit 6-2).

3. Mailing, Publication, and Posting Records for the Notice of Sale (Exhibit 7-2).

Red Rock Financial Services included as a part of the response to the Subpoena Duces Tecum that was propounded by Plaintiffs, a Certificate of Custodian of Records for their disclosed file. This Certificate of Custodian of Records (attached hereto as Exhibit 4) is signed by Julia Thompson and dated March 11, 2016. Within this certificate, Julia Thompson identifies herself as the custodian of records of Red Rock Financial Services and declares that the records returned pertain to 7883 Tahoe Ridge Ave. Las Vegas, NV 89139, the Property. The affidavit contains the required language stipulating that the deponent has made an exact copy of the original records that is true and complete, and that the original records were made at or near the time of the act and were made by a person with knowledge in the course of Red Rock Financial Services's regularly conducted activities. This document is then signed by Ms. Thompson. Additionally, these documents were disclosed by Plaintiffs to Defendants, thereby satisfying the requirement that these documents be shared. Defendants have offered no complaint about the authenticity of these records. Additionally, an examination of these documents will demonstrate consistency with the subject property and with the documents on record with the Clark County Recorder's Office.

Therefore, under NRS 52.260, the documents accompanied by the Certificate of Custodian of Records are authentic and admissible in the courts of Nevada.

These documents came from the records of Red Rock Financial Services, and were kept in reference to the subject Property and HOA foreclosure sale at issue in this case. It was, and continues to be, the regular business practice of Red Rock Financial Services to keep the records surrounding the properties they are asked to non-judicially foreclose on behalf of various homeowners associations.

V. LEGAL ARGUMENT

All procedures required under NRS Chapter 116 were complied with and documented, and Defendants have not provided any evidence of a defect in the underlying foreclosure sale. Moreover, Defendants have failed to provide any evidence to refute Plaintiffs' position that they are bona fide purchasers of the Property. Accordingly, no issue exists which would preclude summary judgment in favor of Plaintiffs.

A. NRS 116.3116 Granted to the HOA a Super Priority Lien That Takes Priority Over the Deed of Trust.

NRS 116.3116 provides in part:

> **Liens against units for assessments.**
> 1. **The association has a lien on a unit for** any construction penalty that is imposed against the unit's owner pursuant to NRS 116.310305, **any assessment levied against that unit or any fines imposed against the unit's owner from the time the construction penalty, assessment or fine becomes due**. Unless the declaration otherwise provides, any penalties, fees, charges, late charges, fines and interest charged pursuant to paragraphs (j) to (n), inclusive, of subsection 1 of NRS 116.3102 are enforceable as assessments under this section. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due.
> 2. A lien under this section is prior to all other liens and encumbrances on a unit except:
> (a) Liens and encumbrances recorded before the recordation of the declaration and, in a cooperative, liens and encumbrances which the association creates, assumes or takes subject to;
> (b) A first security interest on the unit recorded before the date on which the assessment sought to be enforced became delinquent or, in a cooperative, the first security interest encumbering only the unit's owner's interest and perfected before the date on which the assessment sought to be enforced became delinquent; and
> (c) Liens for real estate taxes and other governmental assessments or charges against the unit or cooperative.
> **The lien is also prior to all security interests described in paragraph (b) to the extent of any charges incurred by the association on a unit pursuant to NRS 116.310312 and to the extent of the assessments for common expenses based on the periodic budget adopted by the association pursuant to NRS 116.3115 which would have become due in the absence of acceleration during the 9 months immediately preceding institution of an action to enforce the lien.**

Nev. Rev. Stat. § 116.3116 (emphasis added).

By its clear terms, NRS 116.3116 (2) provides that the super-priority lien for assessments which have come due in the 9 months prior to the initiation of an action to enforce the lien are "prior to all security interests described in paragraph (b)." The deeds of trust held by Defendants falls squarely within the language of paragraph (b). The statutory language does not limit the nature of this "priority" in any way. In *SFR Invs. Pool 1, LLC*, the Nevada Supreme Court held that the foreclosure of the HOA lien extinguishes first trust deeds.

> NRS 116.3116 gives a homeowners' association (HOA) a superpriority lien on an individual homeowner's property for up to nine months of unpaid HOA dues. With limited exceptions, this lien is "prior to all other liens and encumbrances" on the homeowner's property, even a first deed of trust recorded before the dues became delinquent. NRS 2116.3116(2). We must decide whether this is a true priority lien such that its foreclosure extinguishes a first deed of trust on the property and, if so, whether it can be foreclosed nonjudicially. We answer both questions in the affirmative and therefore reverse.

The court went on to hold:

> NRS 116.3116(2) gives an HOA true superpriority lien, proper foreclosure of which will extinguish a first deed of trust. Because Chapter 116 permits non-judicial foreclosure of HOA liens, and because *SFR's* complaint alleges that proper notices were sent and received, we reverse the district court's order of dismissal. In view
>
> of this holding, we vacate the order denying preliminary injunctive relief and remand for further proceedings consistent with this opinion.

SFR Invs. Pool 1, LLC, 334 P.3d at 411-12.

Thus, a nine month HOA "super-priority" lien has precedence over the mortgage lien, and that foreclosure of the HOA lien extinguishes a first trust deed.

B. The Instant Foreclosure Sale Complies with NRS Chapter 116.

Here, the underlying foreclosure was conducted properly and in accordance with all relevant provisions of NRS 116. Furthermore, Plaintiffs have demonstrated, with support from the information gained through discovery, full compliance with the statutory provisions of NRS Chapter 116, to wit:

Pursuant to NRS 116.31162, a Notice of Delinquent Assessment (NODA) must be mailed (by certified/registered mail, return receipt requested) to the unit/property's owner or his/her successor in interest. This notice must also contain a description of the unit/property against which

the lien is imposed and the name of the record owner of the unit/property. See: Exhibit 5 attached hereto for a copy of the NODA which complies with NRS 116.31162, recorded on April 26, 2011. The NODA is accompanied by mailing receipts and other relevant proof of service.

Pursuant to NRS 116.31163, after recording the Notice of Default and Election to Sell, the HOA is required to mail a copy of the Notice of Default and Election to Sell to any person which falls into any of the three categories described therein. See Exhibit 6 attached hereto for the Notice of Default recorded on June 21, 2011 accompanied by all relevant mailing receipts addressed to each party with a recorded interest in the property at the time of the mailings.

After the 90-day period has expired, but before selling the unit/property, the HOA must also give notice of the time and place of the sale. Once the NRS 116.31163 requirements are met, if the lien has not been paid off within 90 days, the HOA may continue with the foreclosure process. See NRS 116.31162(1)(c). As a prerequisite to sale, the HOA must mail a Notice of Sale to all parties with a recorded interest. Additionally, the association must mail the notice of the sale to: each person entitled to receive a copy of the notice of default and election to sell under NRS 116.31163, any holder of a recorded security interest or the purchaser of the unit/property, and the Ombudsman. See Exhibit 7 attached hereto for the Notice of Sale (recorded June 26, 2014) accompanied by all relevant proofs of service to each relevant party.

As the Foreclosure Deed (Exhibit 1) shows, Plaintiffs acquired the Property on July 21, 2014 at a public lien foreclosure sale conducted by Red Rock Financial Services on behalf of the HOA. (See Exhibit 1).

NRS 116.3116 grants HOA liens priority over a first deed of trust for at least the "assessments for common expenses based on the periodic budget adopted by the association pursuant to NRS 116.3116 which would have become due in the absence of acceleration during the 9 months immediately preceding institution of an action to enforce the lien" The Nevada Supreme Court defined "an action to enforce the lien" as the mailing of the notice of delinquent assessment when it stated that "NRS 116 does not require an association to take any particular action to enforce its lien, but [only] that it institutes an action, which includes the HOA taking action under NRS 116.31162 to initiate the nonjudicial foreclosure process." *SFR*, 334 P.3d at

417 (internal citations and quotations omitted). As demonstrated above, the NODA was recorded on April 26, 2011. Thus, the total amount which *came due* in the nine months preceding the mailing and recording of the NODA was $216.00. (See Exhibit 9 – HOA Account Ledger).

Despite having all notice required under NRS 116, Defendants never sought injunctive relief or filed a lis pendens as is required under *Shadow Wood*. 366 P.3d at 1115 n.7. Defendants did not even attempt to tender the full amount of assessments which were superior to the first deed of trust. Simply put, Defendants failed to take sufficient action to protect their lien. Under the standards defined in *Shadow Wood* and *SFR,* the instant case is exactly the kind which is ripe for adjudication by way of summary judgment in favor of Plaintiffs. There are no disputed material facts, nor are there any questions as to matters of controlling law. Defendants now seek to invalidate a properly held NRS 116 sale to seek to avoid the consequences of their own abject failure to act. As such, Plaintiffs respectfully request that this Court grant summary judgment in their favor and quiet title of the Property.

C. Nationstar Mortgage has no valid interest in the property.

The Previous Owners granted the First Deed of Trust in favor of Republic Mortgage LLC, DBA Republic Mortgage, naming MERS as beneficiary. which was recorded as an encumbrance to the Property on February 20, 2007. On October 12, 2011, the First Deed of Trust was assigned from MERS to U.S. Bank National Association as Trustee for the Certificateholders of Citigroup Mortgage Loan Trust Inc., Mortgage Pass-Through Certificates, Series 2007-AR7. (Exhibit 2-2). There is no recorded document ever assigning the First Deed of Trust from US Bank to any other entity. Nonetheless, on August 16, 2013, an assignment of the First Deed of Trust was recorded which purported to assign the First Deed of Trust from Bank of America, NA to Nationstar Mortgage, LLC. (Exhibit 2-3) There is no evidence in the record or in the recorded documents which indicates that Bank of America, NA ever had any interest in the Deed of Trust to assign. There is likewise no assignment from U.S. Bank National Association as Trustee for the Certificateholders of Citigroup Mortgage Loan Trust Inc., Mortgage Pass-Through Certificates, Series 2007-AR7 to Nationstar Mortgage, LLC. As a result, despite the rogue assignment to Nationstar, it does not now, nor has it ever had a valid

interest in the Property, and it cannot prevail on any claim in this action. When suing for quiet title, a party bears the burden of proving good title in itself. *Breliant v. Preferred Equities Corp.*, 112 Nev. 663, 669, 918 P.2d 314, 318 (1996). To prove a quiet title claim does not require any particular elements, rather, "each party must plead and prove his or her own claim to the property in question." *Chapman v. Deutsche Bank Nat'l Tr. Co.*, 302 P.3d 1103, 1106 (Nev. 2013) (quoting *Yokeno v. Mafnas*, 973 F.2d 803, 808 (9th Cir. 1992)) Here, Nationstar cannot demonstrate that it has ever had a valid interest in the property, and under Breliant, judgment must be rendered against it on all claims.

D. Bank of America, N.A.'s Purported Tender Attempt Fails as a Matter of Law.

Defendants contend that the letter purportedly sent by Miles Bauer on behalf of Bank of America, N.A. ("BANA") to the HOA foreclosure agent offering to pay a portion of the HOA's lien extinguished that lien. (*See* Def. Reply in Supp. of Mot. for Summ. Jud., April 8, 2016, at pgs. 4-5). However, Defendants offer no proof of mailing, or other evidence demonstrating that the letter containing the offer to pay, and purportedly accompanying check, were ever actually sent to the HOA Trustee. Moreover, the language in the alleged offer was impermissibly conditional, and was therefore justifiably rejected.

1. The HOA and its foreclosure agent had a good faith reason to believe that the amount offered was insufficient to satisfy the superpriority portion of the HOA's lien.

In Bank of America, N.A. v. SFR Investments Pool 1, LLC, 134 Nev., Adv. Op. 72, *3-4, 2018 WL 4403296, *2 (Sept. 13, 2018), the Nevada Supreme Court quoted from Power Transmission Equip. Corp. v. Beloit Corp., 201 N.W. 2d 13, 16 (Wis. 1972), that "[a] lien may be lost by . . . payment or tender of the proper amount of the debt secured by the lien." In that case, however, the Wisconsin Supreme Court also stated that "an excessive demand does not waive the lien" if the demand is "made in good faith and in belief that the person making the demand is entitled to such sum and that he has a general lien upon the specific goods." Id.

In Bank of America, N.A. v. Rugged Oaks Investments, LLC, No. 68504, 383 P.3d 749 (Table), 2016 WL 5219841 (Nev. Sept. 16, 2016) (unpublished disposition), the Nevada Supreme

Court quoted from 59 C.J.S. Mortgages § 582 that "[i]t has been held . . . that a good and sufficient tender on the day when payment is due will relieve the property from the lien on the mortgage, except where the refusal [of payment] was . . . grounded on an honest belief that the tender was insufficient."

In Bank of America, N.A. v. Ferrell Street Trust, 416 P.3d 208 (Table), 2018 WL 2021560 (Nev. Apr. 27, 2018)(unpublished disposition), the Nevada Supreme Court cited Hohn v. Morrison, 870 P.2d 513 (Colo. App. 1993).

In Hohn v. Morrison, the court stated:

> Although this is an issue of first impression in Colorado, other jurisdictions which have adopted the lien theory of real estate mortgages have also adopted the rule that an **unconditional tender** of the amount due by the debtor releases the lien of the mortgage **unless the creditor establishes a justifiable and good faith reason for the rejection of the tender**. Moore v. Norman, 43 Minn. 428, 45 N.W. 857 (1890); Renard v. Clink, 91 Mich. 1, 51 N.W. 692 (1892); Easton v. Littooy, 91 Wash. 648, 158 P.531 (1916) (tender of the full amount due operates to discharge the lien of the mortgage if the tender is refused without adequate excuse.) (emphasis added)
> 8702d at 517-518.

In First Nat. Bank of Davis v. Britton, 94 P.2d 896, 898 (Okla. 1939), the Oklahoma Supreme Court stated:

> "To constitute a sufficient tender, it must be unconditional. *Where a larger sum than that tendered is in good faith claimed to be due*, the tender is ineffectual as such if its acceptance involves the admission that no more is due." (Emphasis ours.)

In Smith v. School Dist. No. 64 Marion County, 131 P. 557, 558 (Kan. 1913), the Kansas Supreme Court stated:

> Where it appears that a larger sum than that tendered is claimed to be due, the offer is not effectual as a tender if coupled with such conditions that acceptance of it as tendered involves an admission on the part of the person accepting it that no more is due. Moore v. Norman, 52 Minn. 83, 53 N.W. 809, 18 L.R.A. 359, 38 Am. St. Rep. 526, and not page 529; 38 Cyc. 152, and cases cited in note 152, 153.

Miles Bauer demanded that the HOA make the same admission that the Kansas Supreme Court held to be improper in Smith v. School Dist. No. 64 Marion County. Based upon the state of the law on May 9, 2011, the HOA and the foreclosure agent correctly concluded that the superpriority lien was not limited to "the nine months of assessments for common expenses

incurred before the date of your notice of delinquent assessment" as stated by Miles Bauer at page 2 of its letter, dated August 26 , 2011. Rather, as Miles Bauer quoted in in its own letter, NRS 116.3116 affords priority to "the assessments for common expenses which would have become due in the absence of acceleration during the nine months preceding the institution of an action enforce the lien." This critical distinction renders Miles Bauer's attempted tender invalid. The Coronado Ranch Landscape Maintenance Corporation (the HOA) has a single annual assessment of $216.00. The notice of delinquent assessment lien was recorded on April 20, 2011. Thus under the plain meaning of the statutory language, "the assessments for common expenses which would have become due in the absence of acceleration during the nine months preceding the institution of an action enforce the lien" equaled $216.00. However, Miles Bauer only offered $162.00, and clarified that the amount was "non-negotiable" and was the maximum amount that the HOA could recover. Miles Bauer further clarified that endorsement of the check would be strictly construed as full satisfaction of BANA's financial obligations to the HOA and as an "unconditional acceptance… of the facts stated therein."

In other words, Miles Bauer conditioned its payment on the HOA and its agent accepting a statutorily deficient payment and a waiver of its right to contest the amount in the future.

Moreover, on December 8, 2010, the Commission for Common Interest Communities and Condominium Hotels (hereinafter "CCICCH") issued its Advisory Opinion 2010-01, which stated:

> An association may collect as a part of the super priority lien (a) interest permitted by NRS 116.3115, (b) late fees or charges authorized by the declaration, (c) charges for preparing any statements of unpaid assessments and (d) the "costs of collecting" authorized by NRS 116.310313.
>
> Id. at 1.

Furthermore, effective as of May 5, 2011, the CCICCH adopted NAC 116.470 in order to set limits on the costs assessed in connection with a notice of delinquent assessment. NAC 116.470(4)(b) allowed the HOA to include "[r]easonable attorney's fees and actual costs, without any increase or markup, incurred by the association for any legal services which do not include an activity described in subsection 2."

Based on the authorities cited by the CCICCH in Advisory Opinion 2010-01, and based on

NAC 116.470, the HOA and its foreclosure agent had a good faith reason to believe that the superpriority lien was not limited to the nine months of assessments offered by Miles Bauer. Rather, at a minimum it included all of the assessments which had come due in the nine months preceding the mailing of the notice of delinquent assessment lien. The HOA had a further basis to believe that it may have been entitled to collections costs and fees.

In footnote 1 at page 4 of the opinion in Bank of America, N.A. v. SFR Investments Pool 1, LLC, 134 Nev., Adv. Op. 72, *4, n. 1, 2018 WL 4403296, *2, n.1 (Sept. 13, 2018), the Nevada Supreme Court stated that "SFR argues for the first time in its petition for review that Bank of America's tender was insufficient because it did not include collection costs and attorney fees" and that "SFR waived this argument." At page 7 of the opinion in Bank of America, N.A. v. SFR Investments Pool 1, LLC, 134 Nev., Adv. Op. 72, *7, 2018 WL 4403296, *3 (Sept. 13, 2018), the Nevada Supreme Court also stated that "SFR did not present its good-faith rejection argument to the district court." In other words, the Nevada Supreme Court has not yet ruled on whether good-faith rejection prevents the efficacy of a tender. However here, where it is abundantly clear that the attempted payment (if ever made) was conditioned on acceptance of plainly incorrect statements of law and fact. As such, the tender was justifiably rejected.

Moreover, the Miles Bauer letter also states that the HOA lien is "arguably superior" to the first DOT because of "section 2(b)" of NRS 116.3116. But NRS 116.3116(2)(b) merely states that the first DOT is an exception to the rule that the HOA lien is superior to all other interests. Rather, it is NRS 116.3116(3)(c) that makes the HOA lien superior to the first DOT. Because the letter conditioned acceptance of the payment upon the HOA's agreement to everything stated in the letter, the HOA would arguably be waiving its rights to accurately state the law or to claim the amounts to which it was entitled. Based on the authority presented above, Miles Bauer had no right to demand these conditions. This in this particular case, it is clear that any attempted payment was incapable of extinguishing the full superpriority lien.

2. The Miles Bauer Letter contained additional allegations which are demonstrably untrue, justifying rejection of the attempted payment.

The letter which purportedly accompanied the Miles Bauer check conditioned the acceptance of the payment on the adoption of every factual allegation made therein. Specifically, the letter alleges that Bank of America is the beneficiary of the Deed of Trust. However, as clear from the assignments of the Deed of Trust, Bank of America is not now, nor has it ever been the beneficiary of the deed of trust. Had the HOA accepted the payment (for a deficient amount) it would have arguably been bound to recognize Bank of America as the deed of trust beneficiary, which could have had any number of unanticipated consequences, none of which, the HOA was under any obligation to accept.

3. A tender made by a subordinate lienholder creates an assignment that must be recorded before it can affect a third party like plaintiff

In Section B of the opinion in Bank of America, N.A. v. SFR Investments Pool 1, LLC, the Nevada Supreme Court considered the district court's finding that Bank of America's tender was "insufficient because it was conditional." At page 6 of the opinion, the Court cites Heath v. L.E. Schwartz & Sons, Inc., 416 S.E.2d 113 (Ga. App. 1992), but that case did not involve a tender made by a subordinate lienholder. The court in Heath only considered whether a tender made by a judgment debtor stopped the running of interest on the judgment. The Court also cites Stockton Theatres, Inc. v. Palermo, 3 Cal. Rptr. 767 (Ct. App. 1960), which also did not involve a tender made by a subordinate lienholder, but instead involved a check tendered by the respondent's attorney to pay the judgment against the respondent.

At page 6 of the opinion in Bank of America, N.A. v. SFR Investments Pool 1, LLC, 134 Nev., Adv. Op. 72, *6, 2018 WL 4403296, *3 (Sept. 13, 2018), the Court also stated that "a plain reading of NRS 116.3116 indicates that at the time of Bank of America's tender, tender of the superpriority amount by the first deed of trust holder was sufficient to satisfy that portion of the lien."

On the other hand, NRS 116.3116 does not include the word "tender" or the word "satisfy." A plain reading of NRS Chapter 116 instead reveals that "the law of real property" supplements

the provisions of NRS Chapter 116 pursuant to NRS 116.1108. As discussed at pages 7 to 9 of plaintiff's opposition, filed on August 13, 2018, and pages 2 and 3 of plaintiff's reply, filed on August 21, 2018, it is impossible for a tender made by a subordinate lienholder to "satisfy" or "extinguish" the HOA's super-priority lien because Restatement (Third) of Prop.: Mortgages, § 6.4(e) (1997) provides that a payment made by "one who holds an interest in the real estate subordinate to the mortgage but is not primarily responsible for performance, **does not extinguish the mortgage**, but redeems the interest of the person performing from the mortgage and entitles the person performing to subrogation to the mortgage under the principles of §7.6." (emphasis added)

Comment a and comment g to Section 6.4 of Restatement (Third) of Prop.: Mortgages, §6.4 (1997) also explain that a payment made by a subordinate lienholder "does not extinguish the mortgage**,** but rather assigns both the mortgage and the debt to the payor by operation of law under the doctrine of subrogation." At page 8 of the opinion in Bank of America, N.A. v. SFR Investments Pool 1, LLC, 134 Nev., Adv. Op. 72, *8, 2018 WL 4403296, *4 (Sept. 13, 2018), the Nevada Supreme Court states that "[t]endering the superpriority portion of an HOA lien does not create, alienate, assign, or surrender an interest in land." As noted above, Restatement (Third) of Prop.: Mortgages, § 6.4(e) (1997), provides otherwise. Because these provisions of "the law of real property" supplement NRS Chapter 116 pursuant to NRS 116.1108, an accepted tender does "assign" an interest in land.

The Nevada Supreme Court then states: "Rather, it *preserves* a pre-existing interest, which does not require recording." Again, however, this statement is directly contradicted by the law of real property in Restatement (Third) of Prop.: Mortgages, § 6.4 (1997). Although the Nevada Supreme Court later refers to Section 6.4 at page 11 of its opinion, the Court never discusses the language in Section 6.4 of the Restatement that treats a tender made by a subordinate lienholder as an assignment.

The Nevada Supreme Court also quotes the definition of the word "instrument" from Black's Law Dictionary (10th ed. 2014), but the "appropriate assignment in recordable form" provided by Section 6.4(f) of the Restatement also falls within the definition of the word

"instrument." The definition of the word "conveyance" in NRS 111.010(1) includes "every instrument in writing" by which an "interest in lands" is "assigned." Because a tender made by a subordinate lienholder creates an "assignment," such a tender also falls squarely within the definition of the word "conveyance" in NRS 111.010(1). At page 10 of the opinion in Bank of America, N.A. v. SFR Investments Pool 1, LLC, 134 Nev., Adv. Op. 72, *10, 2018 WL 4403296, *4 (Sept. 13, 2018), the Nevada Supreme Court cites NRS 116.3116 as support for the statement that "Bank of America's tender discharged the superpriority portion of the HOA's lien by operation of law," but the word "discharge" does not appear anywhere in NRS 116.3116.

The Nevada Supreme Court also cites NRS 116.3116(1)-(3) as support for the statement that "NRS Chapter 116's statutory scheme allows banks to tender the payment needed to satisfy the superpriority portion of the HOA lien and maintain its senior interest as the first deed of trust holder." No such language appears anywhere in NRS 116.3116. NRS 116.3116(3) instead provides for the creation of an escrow account or impound account to pay all of the assessments for common expenses. The Nevada Supreme Court also quotes from the official comments to § 3-116 of the Uniform Common Interest Ownership Act, but the official comments do not state that a tender made by the lender "discharges that portion of the lien by operation of law." The law of real property instead provides that such a payment, if accepted, "assigns" the superpriority lien rights to the subordinate lienholder. Comments a and g to Restatement (Third) of Prop.: Mortgages, § 6.4 (1997).

The Nevada Supreme Court then states that "[b]ecause the lien is not discharged using an instrument, NRS Chapter 106 does not apply." Again, however, the law of real property states that the tender by the subordinate lienholder does not "extinguish" the mortgage [superpriority lien], but "entitles the person performing to subrogation." Restatement (Third) of Prop.: Mortgages, § 6.4(e)(1997). Section 6.4(f) of the Restatement in turn requires that the assignment be proved by "an appropriate assignment of the mortgage in recordable form" or that the person performing "obtain judicial relief ordering the mortgage assigned." The law of real property does not allow the HOA's superpriority lien to be discharged by an unrecorded tender made by the holder of a subordinate deed of trust. No language in NRS 116.3116 contradicts the established

principles of real property law in Restatement (Third) of Prop.: Mortgages, § 6.4 (1997).

. Beyond the purported tender offer, Defendants and their predecessor refused to take any other action, such as file a lis pendens, request an injunction, or record any document, to put potential buyers on notice that BANA was attempting to pay off the lien. Accordingly, BANA's actions were not sufficient to protect its interest in the Property, and are not enough to now unwind Plaintiffs' good faith purchase of the Property.

While "tender" has not been well defined by Nevada Courts, the *Am Jur 2d* provides this honorable court with some guidance:

> A "tender" is an offer of payment that is coupled either with ***no conditions*** or only with conditions upon which the tendering party has a right to insist.
> …
> The universal rule is that a tender upon condition for which there is no foundation in the contractual relation between the parties is ineffective, or as sometimes expressed, **a tender must be without conditions** to which the creditor can have a valid objection or which will be prejudicial to his or her rights. Thus, where there is nothing in the contractual relation between the parties to warrant it…

74 Am. Jur. 2d Tender § 24. Stated differently, the Supreme Court of Idaho has written:

> Tender is the ***unconditional*** offer of a debtor to the creditor of the amount of his debt. This means the real amount of the debt as fixed by the law, and the purpose of the law of tender is to enable the debtor to relieve himself of interest and costs and to relieve his property of encumbrance by offering his creditor all that he has any right to claim. This does not mean that the debtor must offer an amount beyond reasonable dispute, but it means the amount due, -- actually due.

Dohrman v. Tomlinson, 88 Idaho 313, 318, 399 P.2d 255, 258 (1965). However, even if the Court were to entertain an argument of possible tender, it is clear that the burden rest with the tenderer to show that proper tender was given.

> The burden of proving a valid tender is on the party asserting it, and the burden of showing the tender and refusal is on the party pleading

> it. To carry this burden, he or she must show such tender to have been absolute and free from all conditions, as well as the present ability of immediate performance at the time of the tender.

74 Am. Jur. 2d Tender § 47. In the instant case, Defendants cannot show that tender was offered free of all conditions. In fact, the purported tender attempt relied on by Defendants contained the following language explicitly enumerating the conditional nature of the offer: "This is a non-negotiable amount and any endorsement of said cashier's check on your part, whether express or implied, will be strictly construed as an unconditional acceptance on your part of the facts stated herein and express agreement that BANA's financial obligations […] have now been 'paid in full.'" (*See* Def. Reply in Supp. of Mot. for Summ. Jud., April 8, 2016, at Exhibit I-3). The language contained in this exhibit makes expressly clear that acceptance of the payment would result in "an unconditional acceptance on your part of the facts stated herein." *Id.* These facts include: the amount owed on the lien, which part of the HOA lien is senior or junior, that such acceptance of the payment is payment in full, that the amount of tender is the complete amount owed by BANA, and that all financial obligations of BANA had been satisfied. *Id*. Not only are the facts contained in the tender offer untenable, but the mere existence of *any* conditions renders the tender ineffective.

Sister courts from within the Ninth Circuit agree with Plaintiffs' view of the definition of "tender." "Tender means that it is made in good faith, the party making the tender has the ability to perform, and ***the tender must be unconditional***." *Alicea v. GE Money Bank,* 2009 U.S. Dist. LEXIS 60813, 2009 WL 2136969, at *3 (N.D. Cal. July 15, 2009). With all due respect to Defendants, the issue of tender in this case is not a question of fact. To the contrary, giving Defendants the full benefit of the standard of judgment for the Motion for Summary Judgment, this issue calls for a legal decision, not a factual one. And that legal decision should be made in favor of Plaintiffs.

Assuming that BANA did deliver its purported tender offer, and that the HOA or its Trustee rejected the offer, that does not demonstrate that Defendants can prevail as a matter of law. Referencing all of the above authority, a tender offer made with conditions may properly be rejected. Furthermore, the amount purportedly tendered by BANA did not even represent the

amount due for assessments alone. (*See* Def. Reply in Supp. of Mot. for Summ. Jud., April 8, 2016, at Ex. I-3). The HOA and its Trustee could not possibly agree to the conditions demanded in BANA's proposal. NRS 116.3116 provides in relevant part:

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

Nev. Rev. Stat. § 116.310312. These provisions demonstrate that so called "nuisance costs" incurred by the HOA in protecting and securing a member's property are properly added to the HOA's lien. In turn, NRS 116.3116 provides that such "nuisance costs" are properly added to the portion of the HOA lien that is superior to Defendants' deeds of trust. Given that nuisance costs are unpredictable as to timing, and the HOA had no way of knowing whether such costs would be incurred prior to its foreclosure (or otherwise at a time when BANA would be responsible for such costs), it was entirely reasonable for the HOA to reject the proposed tender on this one basis alone. Moreover, since there was no time limit specified in BANA's tender letter, the HOA would also have been waiving super priority lien amounts that may arise many years in the future with different owners and completely new delinquencies.

Accordingly, as a legal matter, the HOA rightly rejected the purported, "non-negotiable" tender proposed by BANA and it is undisputed that the superpriority lien remained unpaid at the time of the foreclosure sale. Had BANA made an unconditional tender offer for the super priority lien amount, Defendants' case might have merit, but that is not what BANA did. BANA did not even pay the full amount of assessments due which had accrued in the previous nine months. Just as in *SFR*, the problem here is of Defendants' own making, and not the result of the HOA's wise decision to reject BANA's unreasonable offer.

As the Supreme Court noted in *SFR*, BANA had other remedies available to it to protect its deed of trust. For example, BANA could have (1) made an unconditional offer of payment, (2) filed for a temporary restraining order to prevent the HOA foreclosure sale or (3) paid the full

amount of the HOA lien and later request a refund of the overpayment. Instead, Defendants' predecessor chose to do nothing more, not even bothering to record an affidavit setting forth the facts of the tender offer to advise subsequent purchasers of its contested claim regarding the validity of the HOA super priority lien. Defendants' decision to do nothing knowingly put innocent purchasers in harm's way. As a result, Defendants are barred by the equitable doctrines of laches and unclean hands from contesting the HOA foreclosure sale.

Accordingly, Defendants' previous argument that its purported tender offer is sufficient grounds for denying summary judgment in Plaintiffs' favor must fail. Even if Defendants were able to produce evidence demonstrating that the tender offer was mailed to the HOA Trustee, and assuming *arguendo* that the Court were to accept that as sufficient action to protect Defendants' interest, rendering the Property subject to the first Deed of Trust or invalidating the sale altogether are not appropriate remedies. As discussed further below, Plaintiffs are bona fide purchasers of the Property, and granting such relief to Defendants would punish Plaintiffs, innocent third parties, for Defendants' lack of proper action. Therefore, even if this Court determined that Defendants sustained some injury as a result of the HOA Trustee's actions, this does not preclude summary judgment in favor of Plaintiffs.

E. The Letter Which Accompanied the Deficient Payment Misstates the Law

NRS 116.3116 provides in relevant part under subparagraph 2(c) that an HOA's lien is superior to the first security interest to the extent of charges incurred by the association pursuant to NRS 116.310312. These amounts are commonly referred to a "nuisance abatement charges." NRS 116.3102 is a list of powers conferred upon common interest communities. Including in that section is a reference in subparagraph 1(j) to the power to impose "fees or charges" for "any services provided pursuant to NRS 116.310312." Under NRS 116.310312 the HOA can add interest to its superpriority lien portion in the amount of its lien which is comprised of charges incurred in abating a nuisance.

In the instant matter, the Miles Bauer letter twice claims that the HOA's lien is junior to its BANA's deed of trust with respect to "service charges and interest" for amounts described in Subsection 1 paragraphs (j) through (n) of NRS 116.3102. These two statements in the Miles letter

are demonstrably false because fees and charges described in NRS 116.3102 1(j) (as well as interest thereon) are statutorily superior to a first deed of trust pursuant to NRS 116.3116(2)(c). Moreover the statements in the Miles Bauer letter are further incorrect in saying that NRS 116.3102 makes the HOA lien junior to the first security interest. NRS 116.3102 is completely silent on lien priority. It is NRS 116.3116 that establishes the priority of the lien amounts described in NRS 116.3102(1)(j) and it makes that portion of the lien superior to the first security interest. The Miles Bauer letter is further factually and legally inaccurate because it states that a portion of the HOA lien is arguably superior to the first security interest to the extent of nine months of common assessments, and later states that its obligations as a lender are "a maximum nine months of common assessments", but as we have both noted that is not what the statute says. It is the amount of common assessments that became due during the nine months prior to the action to enforce the lien, so it is certainly reasonable to dispute the assertion that nine months of common assessments is the "maximum".

The Miles Bauer letter concludes with a demand that acceptance of the check will be "strictly construed as an unconditional acceptance on your part of the facts stated herein." Accordingly, the HOA's acceptance would indicate agreement that a "nuisance cost lien" is junior to the first security interest and it should not be compelled to agree to an inaccurate statement of law. This is a distinct argument from the one in which we (and others) previously made, i.e., that the statement in the letter that "all of [the lender's] financial obligations have now been paid in full" could be construed to subordinate any future lien for nuisance costs. The Supreme Court disagreed with that argument on the basis that the letter was clearly only discussing current lien amounts and, so long as here are no nuisance costs at the time, such a demand is acceptable. But this new argument doesn't suffer from the same vagueness. It proves the HOA is unquestionably being asked to agree that its nuisance costs are always inferior to the first security interest.

F. There is No Factual Dispute That Plaintiffs are Bona Fide Purchasers, Who are Entitled to a Quiet Title Under Nevada Law.

Shadow Wood defined bona fide purchasers:

> A subsequent purchaser is bona fide under common-law principles if it takes the property 'for a valuable consideration and without notice of the prior equity, and

> without notice of facts which upon diligent inquiry would be indicated and from which notice would be imputed to him, if he failed to make such inquiry.'

Shadow Wood, 366 P.3d at 1115 (citing *Bailey v. Butner*, 64 Nev. 1, 19, 176 P.2d 226, 234 (1947)).

Given that, by statute, an NRS Chapter 116 super-priority lien is superior to a first deed of trust, in order for a purchaser to be on notice of a superior deed of trust, a bank defendant is obligated to demonstrate that there was a defect in the underlying sale AND that the purchaser (who gave valuable consideration) was on notice (actual, constructive, or inquiry) of the defect. In light of the undisputed facts of this case, Plaintiffs are bona fide purchasers, and therefore entitled to judgment as a matter of law.

Here, it is undisputed that Plaintiffs gave value for the Property. (See Exhibits 1 and 10). There are no allegations to the contrary. It is also undisputed that Plaintiffs took title to the Property without any notice of a defect in the underlying sale. Thus, Plaintiffs are bona fide purchasers.

Indeed, the Nevada Supreme Court in *Shadow Wood* made clear that a lender faces a steep uphill battle to show that equity favors a knowledgeable lender that made regrettable choices not to protect its interests instead of a third-party purchaser with no knowledge of a dispute between the lender and the HOA or its foreclosure trustee. *Shadow Wood* requires that before a court sitting in equity can divest a property interest from a third-party purchaser, it must "consider the entirety of the circumstances that bear upon the equities. This includes considering the status and actions of all parties involved, including *whether an innocent party may be harmed by granting the desired relief*." *Shadow Wood*, 366 P.3d at 1114-15 (internal citations omitted) (emphasis added). The Court explained further:

> Consideration of harm to potentially innocent third parties is especially pertinent here where [bank] did not use the legal remedies available to it to prevent the property from being sold to a third party, such as by seeking a temporary restraining order and preliminary injunction and filing a lis pendens on the property. *See* NRS 14.010; NRS 40.060. *Cf. Barkley's Appeal. Bentley's Estate*, 2 Monag. 274, 277 (Pa.1888) ("In the case before us, we can see no way of giving the petitioner the equitable relief she asks without doing great injustice to other innocent parties who would not have been in a position to be injured by such a decree as she asks if she had applied for relief at an earlier day.").

Id. at n7. Well-established Nevada case law supports this reasoning as it is applied to a bona fide purchaser. *See Moore v. De Bernardi*, 47 Nev. 33, 54, 220 P. 544, 547 (1923) ("The decisions are uniform that the bona fide purchaser of a legal title is not affected by any latent equity founded either on a trust, [e]ncumbrance, or otherwise, of which he has no notice, actual or constructive.").

Again, mere awareness of a pre-existing lien or ownership claim, or the mere possibility that another party might challenge the sale in equity does not defeat a party's status as a bona fide purchaser:

> As to notice, [a bank] submits that 'the simple fact that the HOA trustee is attempting to sell the property, and divest the title owner of its interest, is enough to impart constructive notice onto the purchaser that there may be an adverse claim to title.' Essentially, then, Defendants would have this court hold that a purchaser at a foreclosure sale can never be bona fide because there is always the possibility that the former owner will challenge the sale post hoc. The law does not support this contention.

Shadow Wood, 366 P.3d at 1116-15.

Here, Plaintiffs are unquestionably bona fide purchasers. Like the purchaser in *Shadow Wood*, they gave substantial "valuable consideration" when they purchased the Property at the foreclosure sale, paying $50,100.00. *See* Exhibit 1. Moreover, not only have Defendants failed to produce evidence of any defects in the HOA foreclosure sale, but they also have not shown that Plaintiffs had any knowledge of any purported defect in the sale, specifically, whether they had tendered the superpriority portion such that satisfaction of the HOA's lien at the foreclosure sale would not extinguish the deed of trust (thus making it a superior interest). In fact, Plaintiffs have sworn, as evinced by the affidavit attached hereto as Exhibit 10, that they were unaware of any defect at the time of sale. It follows, then, that Plaintiffs are certainly bona fide purchasers, and in light of Defendants' actions (or inactions, as the case may be), they are bona fide purchasers who are entitled to summary judgment in this matter.

Thus, even if Defendants could somehow prevail at law (and there is no basis for them to prevail at law, having failed to show a defect in the HOA sale), equitable considerations would still not allow them to prevail to the detriment of Plaintiffs, unless they could also show that Plaintiffs had prior knowledge of the legal defect in the HOA foreclosure sale:

> Because the evidence does not show [Purchaser] had any notice of the pre-sale dispute between [Bank] and [HOA], the potential harm to [Purchaser] must be taken into account and further defeats [Bank's] entitlement to judgment as a matter of law."

Shadow Wood, 366 P.3d at 1116. As such, equity demands that Plaintiffs not be divested of their property interest.

VI. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully requests that the Court grant Plaintiffs' Second Renewed Motion for Summary Judgment as to all relief sought in Plaintiffs' Complaint. Defendants have raised no issue, and no issue exists which would preclude summary judgment, and Plaintiffs are entitled to judgment as a matter of law.

Dated this 19th day of December, 2018.

THE LAW OFFICE OF MIKE BEEDE, PLLC

By: */s/ Michael Beede*

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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of The Law Office of Mike Beede, PLLC, and that on this 19th day of December, 2018, I did cause a true and correct copy of the foregoing **PLAINTIFFS' SECOND RENEWED MOTION FOR SUMMARY JUDGMENT** to be served upon each of the parties listed below via electronic service through the Eighth Judicial District Court's Odyssey E-File and Serve System:

Ariel E. Stern, Esq.	ariel.stern@akerman.com
Donald H. Williams, Esq.	dwilliams@dhwlawlv.com
Drew Starbuck, Esq.	dstarbuck@dhwlawlv.com
Akerman Las Vegas Office	akermanlas@akerman.com
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Donna Wittig	donna.wittig@akerman.com

/s/Michael Madden
An employee of the Law Office of Michael Beede, PLLC

EXHIBIT 1

EXHIBIT 1

③-1

Inst #: 20140725-0000291
Fees: $18.00 N/C Fee: $0.00
RPTT: $1461.15 Ex: #
07/25/2014 09:00:22 AM
Receipt #: 2099631
Requestor:
ANTHONY S NOONAN IRA LLC
Recorded By: RYUD Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER

Mail and Return Tax statement to:
Anthony S. Noonan IRA, LLC
Lou Noonan & James M. Allred IRA, LLC
2852 Loveland Drive, #1807
Las Vegas, NV 89109

APN # 176-11-311-013

FORECLOSURE DEED

The undersigned declares:

Red Rock Financial Services, herein called agent for (Coronado Ranch Landscape Maintenance Corporation), was the duly appointed agent under that certain Lien for Delinquent Assessments, recorded 04/26/2011 as instrument number 0002234 Book 20110426, in Clark County. The previous owner as reflected on said lien is MATTHEW M. BIGAM, LEAH ANN BIGAM. Red Rock Financial Services as agent for Coronado Ranch Landscape Maintenance Corporation does hereby grant and convey, but without warranty expressed or implied to: **Anthony S. Noonan IRA, LLC & Lou Noonan & James M. Allred IRA, LLC as tenants in common in equal shares** (herein called grantee), pursuant to NRS 116.3116 through NRS 116.31168, all its right, title and interest in and to that certain property legally described as: PROMONTORY 5 PLAT BOOK 126 PAGE 34 LOT 13 BLOCK 1 which is commonly known as **7883 Tahoe Ridge Ct Las Vegas, NV 89139.**

AGENT STATES THAT:
This conveyance is made pursuant to the powers conferred upon agent by Nevada Revised Statutes, the Coronado Ranch Landscape Maintenance Corporation governing documents (CC&R's) and that certain Lien for Delinquent Assessments, described herein. Default occurred as set forth in a Notice of Default and Election to Sell, recorded on 06/21/2011 as instrument number 0002390 Book 20110621 which was recorded in the office of the recorder of said county. Red Rock Financial Services has complied with all requirements of law including, but not limited to, the elapsing of 90 days, mailing of copies of Lien for Delinquent Assessments and Notice of Default and the posting and publication of the Notice of Sale. Said property was sold by said agent, on behalf of Coronado Ranch Landscape Maintenance Corporation at public auction on **07/21/2014**, at the place indicated on the Notice of Sale. Grantee being the highest bidder at such sale became the purchaser of said property and paid therefore to said agent the amount bid **$50,100.00** in lawful money of the United States, or by satisfaction, pro tanto, of the obligations then secured by the Lien for Delinquent Assessment.

Dated: July 23, 2014

By: Christie Marling, employee of Red Rock Financial Services, agent for Coronado Ranch Landscape Maintenance Corporation

STATE OF NEVADA)
COUNTY OF CLARK)

On July 23, 2014, before me, personally appeared Christie Marling, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

JULIA THOMPSON
Notary Public State of Nevada
No. 08-7932-1
My appt. exp. Sept. 4, 2016

When Recorded Mail To: Anthony S. Noonan IRA, LLC
Lou Noonan & James M. Allred IRA, LLC
2852 Loveland Drive, #1807
Las Vegas, NV 89109

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number (s)

a) 176-11-311-013
b) _____
c) _____
d) _____

2. Type of Property:

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

FOR RECORDERS OPTIONAL USE ONLY
Notes: _____

3. Total Value/Sales Price of Property: $ 50,100.00
Deed in Lieu of Foreclosure Only (value of property) $ _____
Transfer Tax Value: $ 286,149.00 ADM
Real Property Transfer Tax Due: $ 1461.15 ADM

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

5. Partial Interest: Percentage being transferred: _____ %

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

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature _____ **Capacity** AGENT
Signature _____ **Capacity** _____

SELLER (GRANTOR) INFORMATION		BUYER (GRANTEE) INFORMATION	
Print Name:	Red Rock Financial Services	**Print Name:**	ANTHONY S. NOONAN IRA, LLC & LOU NOONAN & James M. Allred IRA, LLC
Address:	4775 West Teco Ave #140	**Address:**	2852 Loveland Dr #1807
City:	Las Vegas	**City:**	Las Vegas
State:	NV **Zip:** 89118	**State:**	NV **Zip:** 89109

COMPANY/PERSON REQUESTING RECORDING
(REQUIRED IF NOT THE SELLER OR BUYER)

Print Name: _____ **Escrow #** _____
Address: _____
City: _____ **State:** _____ **Zip:** _____

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)

EXHIBIT 2

EXHIBIT 2

EXHIBIT 2-1

EXHIBIT 2-1

22

20070607-0003687

Fee: $35.00
N/C Fee: $0.00

06/07/2007 14:36:39
T20070103578
Requestor:
FIRST AMERICAN TITLE COMPANY OF NEVAD

Debbie Conway RMS
Clark County Recorder Pgs: 22

APN# 176.11.311.013
11-digit parcel number may be obtained at:
http://redrock.co.clark.nv.us/assrealprop/ownr.aspx

DEED OF TRUST

30

Type of Document
(Example: Declaration of Homestead, Quit Claim Deed, etc.)

THIS DOCUMENT IS BEING RE-RECORDED TO ADD ADJUSTABLE RATE RIDER

RE-RECORDED

Recording Requested by:

FIRST AMERICAN TITLE INSURANCE COMPANY OF NEVADA, INC.

Return To:

Name FIRST AMERICAN TITLE INSURANCE COMPANY OF NEVADA, INC.

Address 2490 PASEO VERDE PARKWAY, SUITE 100

City/State/Zip HENDERSON, NEVADA 89074

This page added to provide additional information required by NRS 111.312 Section 1-2
(An additional recording fee of $1.00 will apply)

This cover page must be typed or printed clearly in black ink only.

CS 02/07

CHL-149255713

20070220-0004388

Fee: $30.00
N/C Fee: $0.00

02/20/2007 14:58:50
T20070030068
Requestor:
FIRST AMERICAN TITLE COMPANY OF NEVAD

Debbie Conway KGP
Clark County Recorder Pgs: 17

*RE-RECORD TO ADD ADJUSTABLE RATE RIDER.

Loan Number: 2944424
APN#. 176-11-311-013

17

~~**Recording Requested by:**~~
Name: Republic Mortgage LLC.
Address: 9580 W. Sahara Ave #200
City/State/Zip: Las Vegas, NV 89117

Mail Tax Statements to:
Name: Matthew M. Bigam
Address: 1050 E. Cactus Ave. #1064
City/State/Zip: Las Vegas , NV 89183

36

Please complete Affirmation Statement below:

☒ I the undersigned hereby affirm that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

-OR-

☐ I the undersigned hereby affirm that this document submitted for recording contains the social security number of a person or persons as required by law: _____
(State specific law)

S Gutin EO.
Signature (Print name under signature) Sandra Gutin — Title

Deed of Trust
(Insert Title of Document Above)

PIN: 176-11-311-013

AFTER RECORDING RETURN TO:
REPUBLIC MORTGAGE LLC

9580 W. SAHARA AVENUE
#200

LAS VEGAS, NV 89117

ATTN: FOLLOW-UP DOCS

GRANTEE:
REPUBLIC MORTGAGE LLC,
DBA REPUBLIC MORTGAGE

9580 WEST SAHARA AVENUE
#200

LAS VEGAS, NV 89117

MAIL TAX STATEMENT TO:
MATTHEW M. BIGAM

7883 TAHOE RIDGE COURT

LAS VEGAS, NV 89139

[Space Above This Line For Recording Data]

DEED OF TRUST

BIGAM
LOAN #: 2944424
MIN: 100125300029444249

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 FEBRUARY 15, 2007 , together with all Riders to this document.

(B) "Borrower" is MATTHEW M. BIGAM AND LEAH ANN BIGAM, HUSBAND AND WIFE,

Borrower is the trustor under this Security Instrument.

(C) "Lender" is REPUBLIC MORTGAGE LLC, DBA REPUBLIC MORTGAGE

Lender is a NEVADA, LLC organized and existing under the laws of NEVADA . Lender's address is 9580 WEST SAHARA AVENUE #200, LAS VEGAS, NV 89117

(D) "Trustee" is FIRST AMERICAN TITLE COMPANY OF NEVADA

(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.

(F) "Note" means the promissory note signed by Borrower and dated FEBRUARY 15, 2007 . The Note states that Borrower owes Lender
FOUR HUNDRED SEVENTY-NINE THOUSAND FOUR HUNDRED AND 00/100
Dollars (U.S. $ 479,400.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than MARCH 1, 2037 .

(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]:

[X] Adjustable Rate Rider	[ ] Condominium Rider	[ ] Second Home Rider
[ ] Balloon Rider	[X] Planned Unit Development Rider	[ ] Biweekly Payment Rider
[ ] 1-4 Family Rider	[ ] Other(s) [specify]	

(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.

(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]
LOT 13 IN BLOCK 1 PROMONTORY V, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 126
OF PLATS, PAGE 34, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY,
NEVADA.

which currently has the address of 7883 TAHOE RIDGE COURT
[Street]
LAS VEGAS , Nevada 89139 ("Property Address"):
[City] [Zip Code]

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

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

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

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

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

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within

a reasonable period of time. Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

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

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

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

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or

verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESP A, 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 t hem in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

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

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

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

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

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

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

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

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

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

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

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

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

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

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

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

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

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

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

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 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. $ 4,794.00.

2944424

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

2-16-07

- BORROWER - MATTHEW M. BIGAM - DATE -

2-16-07

- BORROWER - LEAH ANN BIGAM - DATE -

[Space Below This Line For Acknowledgment]

STATE OF NV
COUNTY OF Clark

This instrument was acknowledged before me on 2-16-07, by Matthew M. Bigam and Leah Ann Bigam

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
AUBREY FLEISCHACKER
Appt. No. 04-91931-1
My Appt. Expires Aug. 27, 2008

Notary Public

Title (and Rank) Aubrey Fleischacker
My Commission Expires: 8-27-08

NEVADA--Single Family-- **Fannie Mae/Freddie Mac UNIFORM INSTRUMENT** **Form 3029 1/01**
DOCUKNV13
DOCUKNVD.VTX 08/25/2005

(page 13 of 13 pages)

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FIXED/ADJUSTABLE RATE RIDER

(LIBOR One-Year Index (As Published In *The Wall Street Journal*) - Rate Caps)

BIGAM
LOAN #: 2944424
MIN: 100125300029444249

THIS FIXED/ADJUSTABLE RATE RIDER is made this 15TH day of FEBRUARY, 2007, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Fixed/Adjustable Rate Note (the "Note") to REPUBLIC MORTGAGE LLC, DBA REPUBLIC MORTGAGE

("Lender") of the same date and covering the property described in the Security Instrument and located at:
7883 TAHOE RIDGE COURT, LAS VEGAS, NV 89139

[Property Address]

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

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

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of 6.625 %. The Note also provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of MARCH, 2012, and the adjustable interest rate I will pay may change on that day every 12th month

thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the average of interbank offered rates for one year U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index".

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND ONE-FOURTH percentage points (2.250 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 11.625 % or less than 2.250 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two percentage points from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 11.625 % or less than 2.250 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my initial fixed interest rate to an adjustable interest rate and of any changes in my adjustable interest rate before the effective date of any change. The notice will include the amount of my monthly payment, any information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

1. UNTIL MY INITIAL INTEREST RATE CHANGES UNDER THE TERMS STATED ABOVE, UNIFORM COVENANT 18 OF THE SECURITY INSTRUMENT IS 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.

2. AFTER MY INITIAL INTEREST RATE CHANGES UNDER THE TERMS STATED ABOVE, UNIFORM COVENANT 18 OF THE SECURITY INSTRUMENT DESCRIBED IN SECTION 11 (A) ABOVE SHALL THEN CEASE TO BE IN EFFECT, AND UNIFORM COVENANT 18 OF THE SECURITY INSTRUMENT SHALL INSTEAD BE 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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Fixed/Adjustable Rate Rider.

I understand that for the Interest Only period my monthly payments will not reduce the Principal balance on my loan. My monthly payments after the Interest Only Period will consist of both Principal and interest and will be higher unless I have made additional payments to reduce the Principal balance.

2-16-07
- BORROWER - MATTHEW M. BIGAM - DATE -

2-16-07
- BORROWER - LEAH ANN BIGAM - DATE -

PLANNED UNIT DEVELOPMENT RIDER

BIGAM
LOAN #: 2944424
MIN: 100125300029444249

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 15TH day of FEBRUARY 2007, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to REPUBLIC MORTGAGE LLC, DBA REPUBLIC MORTGAGE

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:
7883 TAHOE RIDGE COURT, LAS VEGAS, NV 89139

[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in
COVENANTS, CONDITIONS AND RESTRICTIONS

(the "Declaration"). The Property is a part of a planned unit development known as
PROMONTORY V

[Name of Planned Unit Development]

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

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

A. **PUD Obligations.** Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners

Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

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

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

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

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

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

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

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

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

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

Matthew M Bigam 2-16-07

- BORROWER - MATTHEW M. BIGAM - DATE -

Leah Ann Bigam 2/16-07

- BORROWER - LEAH ANN BIGAM - DATE -

EXHIBIT 2-2

EXHIBIT 2-2

Inst #: 201110120000574
Fees: $15.00
N/C Fee: $0.00
10/12/2011 08:41:07 AM
Receipt #: 943408
Requestor:
CORELOGIC
Recorded By: MSH Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

Recording Requested By:
Bank of America
Prepared By: **Aida Duenas**
888-603-9011
When recorded mail to:
CoreLogic
450 E. Boundary St.
Attn: Release Dept.
Chapin, SC 29036

DocID# **19714925571320445**
Tax ID: **176-11-311-013**
Property Address:
7883 Tahoe Ridge Ct
Las Vegas, NV 89139-6466
NV0-ADT 15188869 9/22/2011

This space for Recorder's use

MIN #: 100125300029444249 MERS Phone #: 888-679-6377

ASSIGNMENT OF DEED OF TRUST

For Value Received, the undersigned holder of a Deed of Trust (herein "Assignor") whose address is **3300 S.W. 34TH AVENUE, SUITE 101 OCALA, FL 34474** does hereby grant, sell, assign, transfer and convey unto **U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CITIGROUP MORTGAGE LOAN TRUST INC.,MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-AR7** whose address is **4000 REGENT 3RD FL, IRVING, TX 75063** all beneficial interest under that certain Deed of Trust described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Deed of Trust.

Original Lender: **REPUBLIC MORTGAGE LLC, DBA REPUBLIC MORTGAGE**
Made By: **MATTHEW M. BIGAM AND LEAH ANN BIGAM, HUSBAND AND WIFE**
Trustee: **FIRST AMERICAN TITLE COMPANY OF NEVADA**
Date of Deed of Trust: **2/15/2007** Original Loan Amount: **$479,400.00**

Recorded in **Clark County,NV** on: **2/20/2007**, book **20070220**, page **0004388** and instrument number **N/A**

I the undersigned hereby affirm that this document submitted for recording does not contain the social security number of any person or persons.

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Deed of Trust to be executed on 10-3-11

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

By: _____
Cynthia Santos,As sistant Secretary

NTR0026

State of **California**
County of **Ventura**

On OCT 0 3 2011 before me, **Barbara J. Gibbs**, Notary Public, personally appeared **Cynthia Santos**, who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/are subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

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

WITNESS my hand and official seal.

Notary Public: _____ **(Seal)**
My Commission Expires: _____

BARBARA J. GIBBS
Commission # 1864186
Notary Public - California
Los Angeles County
My Comm. Expires Sep 9, 2013

DocID# **19714925571320445**

EXHIBIT 2-3

EXHIBIT 2-3

Inst #: 201308160000512
Fees: $18.00
N/C Fee: $0.00
08/16/2013 09:36:58 AM
Receipt #: 1735649
Requestor:
CORELOGIC
Recorded By: RYUD Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

(2)

Recording Requested By:
Bank of America, N.A.
Prepared By: **Marcus Jones**
800-444-4302

When recorded mail to:
CoreLogic
Mail Stop: ASGN
1 CoreLogic Drive
Westlake, TX 76262-9823

DocID# **97514925571380743**
Tax ID: **176-11-311-013**
Property Address:
7883 Tahoe Ridge COURT
Las Vegas, NV 89139-6466
NV0-ADT 26618984 7/29/2013 NSBO630

This space for Recorder's use

ASSIGNMENT OF DEED OF TRUST

For Value Received, the undersigned holder of a Deed of Trust (herein "Assignor") whose address is **1800 TAPO CANYON ROAD, SIMI VALLEY, CA 93063** does hereby grant, sell, assign, transfer and convey unto **NATIONSTAR MORTGAGE, LLC** whose address is **350 HIGHLAND DRIVE, LEWISVILLE, TX 75067** all beneficial interest under that certain Deed of Trust described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Deed of Trust.

Original Lender: **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR REPUBLIC MORTGAGE LLC, DBA REPUBLIC MORTGAGE**
Made By: **MATTHEW M. BIGAM AND LEAH ANN BIGAM, HUSBAND AND WIFE**
Trustee: **FIRST AMERICAN TITLE COMPANY OF NEVADA**
Date of Deed of Trust: **2/15/2007** Original Loan Amount: **$479,400.00**

Recorded in **Clark County**, NV on: **2/20/2007**, book **20070220**, page **0004388** and instrument number **N/A**

I the undersigned hereby affirm that this document submitted for recording does not contain the social security number of any person or persons.

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Deed of Trust to be executed on JUL 30 2013

Bank of America, N.A.

By: Nadia Naeem
Rabia Naeem,
Assistant Vice President

NTR0028

State of **TX**, County of Dallas

On JUL 30 2013, before me, Sharron Wyatt, a Notary Public, personally appeared Rabia Naeem, Assistant Vice President of **Bank of America, N.A.** personally known to me to be the person(s) whose name(s) is/are subscribed to the within document and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the document the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Sharron Wyatt

Notary Public: Sharron Wyatt
My Commission Expires: 07-23-16

SHARRON WYATT
Notary Public, State of Texas
My Commission Expires
07/23/2016

DocID# **97514925571380743**