

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

Electronically Filed
Sep 24 2019 03:41 p.m.
District Court No. A-1-10-000000
Elizabeth A. Brown
Clerk of Supreme Court

APPELLANT'S APPENDIX

VOLUME III

DATE	DOCUMENT	VOLUME	PAGE NOS.
12/4/2014	Affidavit of Due Diligence for Bank of America, N.A.	I	APP0008-APP0009
2/2/2015	Affidavit of Due Diligence for Matthew M. Bigam	I	APP0035-APP0036
2/2/2015	Affidavit of Due Diligence for Matthew M. Bigam	I	APP0037-APP0038
5/28/2015	Affidavit of Due Diligence for Matthew M. Bigam	I	APP0093-APP0094
12/19/2014	Affidavit of Due Diligence for Republic Mortgage	I	APP0022-APP0023
12/19/2014	Affidavit of Due Diligence Republic Mortgage LLC	I	APP0024-APP0025
12/4/2014	Affidavit of Due Diligence for US Bank National Association EE	I	APP0010-APP0011
4/9/2015	Affidavit of Mailing of Amended Summons and Amended Complaint	I	APP0081
4/9/2015	Affidavit of Mailing of Amended Summons and Amended Complaint	I	APP0082

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6/25/2015	Affidavit of Mailing Summons and Complaint	I	APP0136
7/9/2015	Affidavit of Publication Summons	I	APP0155
9/23/2016	Affidavit of Service	III	APP0558
9/23/2016	Affidavit of Service	III	APP0559
12/21/2016	Affidavit of Service	IV	APP0884
12/11/2014	Affidavit of Service for Bank of America NA	I	APP0016-APP0019
12/19/2014	Affidavit of Service for Nationstar Mortgage LLC	I	APP0020-APP0021
4/23/2015	Affidavit of Service for Real Time Resolutions, Inc.	I	APP0091-APP0092
1/12/2015	Affidavit of Service for Republic Mortgage	I	APP0030-APP0033
1/12/2015	Affidavit of Service for Republic Mortgage LLC	I	APP0026-APP0029
4/23/2015	Affidavit of Service for Republic Silver State Disposal, Inc.	I	APP0089-APP0090
12/11/2014	Affidavit of Service for US Bank National Association EE	I	APP0012-APP0015
4/3/2015	Amended Affidavit of Due Diligence for Matthew M. Bigam	I	APP0073-APP0074
9/4/2015	Amended Affidavit of Mailing of Summons and Complaint	I	APP0180-APP0181
6/11/2015	Amended Certificate of Service	I	APP0134-APP0135
4/6/2015	Amended Complaint	I	APP0075-APP0080
4/22/2015	Answer to Complaint	I	APP0084-APP0086
2/5/2015	Application for Judgment by Default	I	APP0047-APP0052
5/30/2015	Certificate of Mailing Summons and Complaint	I	APP0095
12/1/2014	Complaint	I	APP0001-APP0007

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7/8/2015	Court Minutes	I	APP0154
10/7/2015	Court Minutes	I	APP0191
3/2/2016	Court Minutes	I	APP0210
4/8/2016	Court Minutes	II	APP0489-APP0490
5/18/2016	Court Minutes	III	APP0547-APP0548
12/14/2016	Court Minutes	IV	APP0874
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9/18/2015	Default	I	APP0182-APP0183
2/3/2015	Default Bank of America NA	I	APP0039
1/26/2015	Default Nationstar Mortgage LLC	I	APP0034
2/27/2015	Default Republic Mortgage	I	APP0058
2/27/2015	Default Republic Mortgage LLC	I	APP0059
2/3/2015	Default US Bank National Association EE	I	APP0040
6/1/2015	Ex Parte Motion to Enlarge Time for Service of Process and for An Order for Service by Publication as to Matthew M. Bigam	I	APP0096-APP0108
3/18/2019	Findings of Fact, Conclusion of Law and Judgment	V	APP1154-APP1163
4/22/2015	Initial Appearance Fee Disclosure	I	APP0087-APP0088
2/4/2015	Initial Appearance Fee Disclosure on Behalf of Nationstar Mortgage, LLC and US Bank N.A.	I	APP0041-APP0043
11/25/2015	Joint Case Conference Report	I	APP0195-APP0201
3/10/2015	Judgment by Default	I	APP0061-APP0062
5/3/2016	Motion to Strike Plaintiffs' Motion for Reconsideration of Order Denying Plaintiffs' Motion for Summary	III	APP0530-APP0538

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	Judgment or In The Alternative, Opposition to Plaintiffs' Motion		
1/29/2019	Nationstar and US Bank's Answer to Amended Complaint	V	APP1137-APP1145
12/5/2016	Nationstar and US Bank's Opposition to Plaintiffs' Renewed Motion for Summary Judgment	IV	APP0838-APP0843
11/10/2016	Nationstar and US Bank's Renewed Motion for Summary Judgment	III	APP0560-APP0626
12/8/2016	Nationstar and US Bank's Renewed Motion for Summary Judgment	IV	APP0851-APP0856
1/7/2019	Nationstar and US 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 US Bank's Renewed Motion for Summary Judgment	V	APP1110-APP1133
4/8/2016	Nationstar Mortgage LLC's and US Bank N.A.'s Reply in Support of Motion for Summary Judgment	II	APP0406-APP0490
7/6/2015	Nationstar Mortgage LLC's and US Bank, N.A.'s Motion for Summary Judgment	I	APP0145-APP0153
2/4/2015	Notice of Appearance on Behalf of Nationstar Mortgage, LLC and US Bank N.A.	I	APP0044-APP0046
2/24/2017	Notice of Change of Address	IV	APP0885-APP0886
1/11/2018	Notice of Change of Address	IV	APP0900-APP0901
5/7/2018	Notice of Change of Address	IV	APP0902-APP0903

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8/7/2015	Notice of Department Reassignment	I	APP0158-APP0159
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3/19/2019	Notice of Entry f Findings of Fact, Conclusions of Law and Judgment	V	APP1164-APP1174
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7/1/2015	Notice of Entry of Order	I	APP0140-APP0144
5/23/2016	Notice of Entry of Order Denying Plaintiffs' and Nationstar Mortgage LLC's and US Bank N.A.'s Motions for Summary Judgment	III	APP0549-APP0557
3/31/2015	Notice of Entry of Stipulation and Order	I	APP0066-APP0072
12/20/2016	Notice of Entry of Stipulation and Order to Continue Deadline to File Pre-Trial Memorandum	IV	APP0878-APP0883
5/10/2018	Notice of Entry of Stipulation to Continue Calendar Call, Trial, and All Trial-Related Deadlines (Second Request)	IV	APP0908-APP0915
9/7/2017	Notice of Entry of Stipulation to Continue Trial and All Trial Related Deadlines	IV	APP0893-APP0899
4/16/2015	Notice of Lis Pendens	I	APP0083
2/16/2015	Notice of Prove-Up	I	APP0055-APP0057
5/4/2017	Notice of Rescheduling of Calendar Call and Trial Stack	IV	APP0887-APP0888
12/23/2015	Notice of Rescheduling of Hearing	I	APP0202-APP0203
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5/3/2016	Order Denying Plaintiffs' and Nationstar Mortgage LLC's and US Bank, N.A.'s Motion for Summary Judgment	III	APP0525-APP0529
6/5/2015	Order Granting Ex Parte Motion to Enlarge Time for Service of Process and for An Order for Service by Publication as to Matthew M. Bigam	I	APP0109-APP0110
2/3/2016	Order Setting Civil Bench Trial	I	APP0207-APP0209
8/7/2015	Peremptory Challenge of Judge	I	APP0156-APP0157
4/17/2019	Plaintiffs' Case Appeal Statement	V	APP1178-APP1181
4/18/2016	Plaintiffs' Motion for Reconsideration of the Order Denying Plaintiff's Motion for Summary Judgment (Part 1)	II	APP0491-APP0498
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6/10/2015	Plaintiffs' Motion for Summary Judgment	I	APP0111-APP0133
4/17/2019	Plaintiffs' Notice of Appeal	V	APP1175-APP1177
12/5/2016	Plaintiffs' Opposition to Nationstar and U.S. Bank's Renewed Motion for Summary Judgment	IV	APP0844-APP0850
11/10/2016	Plaintiffs' Renewed Motion for Summary Judgment (Part 1)	III	APP0627-APP0747
11/10/2016	Plaintiffs' Renewed Motion for Summary Judgment (Part 2)	IV	APP0748-APP0831
9/30/2015	Plaintiffs' Reply in Support of Plaintiff's Motion for Summary Judgment Against Republic Silver State Disposal Inc.	I	APP0184-APP0190

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1/31/2019	Plaintiffs' Reply in Support of Second Renewed Motion for Summary Judgment and Plaintiffs' Opposition to Defendants Nationstar Mortgage LLC and US Bank, N.A's Motion to Strike	V	APP1146-APP1152
5/13/2016	Plaintiffs' Reply in Support of Their Motion for Reconsideration of the Order Denying Plaintiffs Motion for Summary Judgment and Opposition to Defendant's Motion to Strike	III	APP0539-APP0546
12/8/2016	Plaintiffs' Reply in Support of Their Renewed Motion for Summary Judgment	IV	APP0857-APP0873
12/19/2018	Plaintiff's Second Renewed Motion for Summary Judgment (Part 1)	IV	APP0916-APP0997
12/19/2018	Plaintiff's Second Renewed Motion for Summary Judgment (Part 2)	V	APP0998-APP1109
3/30/2016	Plaintiffs Supplement in Support of Their Motion for Summary Judgment (Part 1)	I	APP0211-APP0249
3/30/2016	Plaintiffs Supplement in Support of Their Motion for Summary Judgment (Part 1)	II	APP0250-APP0405
1/9/2019	Republic Silver State Disposal, Inc. D/B/A Republic Services' Limited Opposition to Plaintiff's Second Renewed Motion for Summary Judgment	V	APP1134-APP1136
11/16/2016	Republic Silver State Disposal, Inc. dba Republic Services' Partial Opposition to Plaintiff's Renewed Motion for Summary Judgment	IV	APP0832-APP0834
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8/13/2015	Republic Silver State Disposal, Inc. dba Republic Services' Partial Opposition to Plaintiff's Motion for Summary Judgment	I	APP0177-APP0179
2/5/2015	Request for Prove Up Hearing by Default	I	APP0053-APP0054
1/8/2016	Scheduling Order	I	APP0204-APP0206
6/30/2015	Stipulation and Order for Dismissal of Party and for Disclaimer of Interest in Subject Real Property	I	APP0137-APP0139
3/20/2015	Stipulation and Order Setting Aside Default	I	APP0063-APP0065
5/9/2018	Stipulation to Continue Calendar Call, Trial, and All Trial-Related Deadlines (Second Request)	IV	APP0904-APP0907
12/16/2016	Stipulation To Continue Deadline to File Pre-Trial Memorandum	IV	APP0875-APP0877
9/7/2017	Stipulation to Continue Trial and All Trial Related Deadlines	IV	APP0889-APP0892
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4/18/2016	Plaintiffs' Motion for Reconsideration of the Order Denying Plaintiff's Motion for Summary Judgment (Part 2)	III	APP0499-APP0524

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5/3/2016	Order Denying Plaintiffs' and Nationstar Mortgage LLC's and US Bank, N.A.'s Motion for Summary Judgment	III	APP0525-APP0529
5/3/2016	Motion to Strike Plaintiffs' Motion for Reconsideration of Order Denying Plaintiffs' Motion for Summary Judgment or In The Alternative, Opposition to Plaintiffs' Motion	III	APP0530-APP0538
5/13/2016	Plaintiffs' Reply in Support of Their Motion for Reconsideration of the Order Denying Plaintiffs Motion for Summary Judgment and Opposition to Defendant's Motion to Strike	III	APP0539-APP0546
5/18/2016	Court Minutes	III	APP0547-APP0548
5/23/2016	Notice of Entry of Order Denying Plaintiffs' and Nationstar Mortgage LLC's and US Bank N.A.'s Motions for Summary Judgment	III	APP0549-APP0557
9/23/2016	Affidavit of Service	III	APP0558
9/23/2016	Affidavit of Service	III	APP0559
11/10/2016	Nationstar and US Bank's Renewed Motion for Summary Judgment	III	APP0560-APP0626
11/10/2016	Plaintiffs' Renewed Motion for Summary Judgment (Part 1)	III	APP0627-APP0747

DATED this 24th day of September, 2019.

The Law Office of Mike Beede, PLLC

/s/Michael Beede

Michael Beede, Esq.

Nevada Bar No. 13068

2470 St. Rose Pkwy, Suite 307

Henderson, NV 89074

Attorney for Appellants

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 September 24, 2019 I caused to be served a true and correct copy of the foregoing **APPELLANT'S APPENDIX VOLUME III**, by the method indicated:

☒ 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

1 from being sold to a third party, such as by seeking a temporary restraining order and
2 preliminary injunction and filing a lis pendens on the property. See NRS 14.010; NRS 40.060.
3 *Shadow Wood* at 21. "In the case before us, we can see no way of giving the petitioner the
4 equitable relief she asks without doing great injustice to other innocent parties who would not
5 have been in a position to be injured by such a decree as she asks if she had applied for relief at
6 an earlier day." (emphasis added). *Shadow Wood* at 21 quoting from *Bentley's Estate*, 2 Monag.
7 274, 277 (Pa.1888). Plaintiffs are the "innocent parties" in this case. Nationstar, which had full
8 knowledge of the facts prior to sale and chose not to protect its interest, most certainly is not.

9 The appropriate remedy for Nationstar is to seek monetary compensation from the HOA
10 and/or its agent who received valuable consideration from Plaintiffs in an amount substantially
11 greater than the HOA lien.

12
13 **B. The Court Failed to Apply Applicable Law Invalidating Defendant's Payment Offer**

14 The Court's order summarily concludes that "Defendant made a good faith tender of
15 payment". The Court's order further states that the HOA failed to provide an accounting,
16 demanded an amount in excess of the super priority lien and frustrated Defendant's efforts to
17 pay. This is an issue between the HOA and the Defendant. Plaintiffs are not privy to the dealings
18 between the HOA and Defendant and the HOA is not a party to this action. Nevertheless,
19 Plaintiffs respectfully submit the record in this case is much more nuanced and when carefully
20 examined does not support these conclusions.

21 In BANA's initial request for information it asked for "the amount that BANA should
22 rightfully be required to pay to fully discharge its obligations to the HOA per NRS 116.3102."
23 (emphasis added). Determining what BANA needed to pay to fully discharge its obligations per
24 NRS 116.3102 requires a legal conclusion.³ The HOA and its agent are not attorneys and are not

25
26
27 ³ It is also an inquiry that cannot be answered conclusively since a super priority lien also includes so called
28 "nuisance costs" described in NRS 116.310312. Nuisance costs arise any time there is a violation that the
homeowner does not address (e.g., a water leak or an overgrown lawn). The HOA then has to step in and correct the
violation on the owner's behalf but it has a super priority lien on the property to recover its costs.

1 permitted to provide legal advice to Defendant. In addition, in SFR Investments the Nevada
2 Supreme Court made it clear the HOA is under no obligation to determine the super priority lien
3 amount for the bank. “The notices went to the homeowner and other junior lienholders, not just
4 [the bank], so it was appropriate to state the entire amount of the lien.” SFR Investments at page
5 23.

6 The record shows the HOA promptly responded to BANA’s request by providing it with
7 a complete copy of its ledger showing all amounts in default with respect to the property at that
8 time. For the court’s convenience, the correspondence between the bank and the HOA are
9 attached hereto as Exhibit 1, and demonstrates that on August 10, 2011, Red Rock Financial
10 Services provided a full and complete ledger which provided all the information necessary to
11 calculate the full super-priority amount. Thus, contrary to the Court’s conclusion in its order, the
12 HOA did not fail to provide BANA with an accounting. It just did not provide precisely what
13 BANA demanded. The bank’s “what do I owe?” inquiry seems like a straight forward and easy
14 question to answer. But due to the complexity and novelty of NRS 116, it is not. And the HOA
15 is not to blame for that. The Nevada Real Estate Division and the Nevada Commission for
16 Common Interest Communities and Condominium Hotels came up with opposing answers to this
17 same question and the Nevada Supreme Court is even today considering how to properly respond
18 to it. *Horizons at Seven Hills v. Ikon Holdings*, appeal from 8th Judicial District Case A647850,
19 submitted 5/12/2014. Providing BANA the entire ledger in response to its inquiry was, under the
20 circumstances, the proper course of action for both BANA and the HOA. BANA’s failure to pay
21 the amount which came due in the nine months immediately preceding the notice of delinquent
22 assessment defeats their claim that they made a good faith effort to protect their interest.

23 BANA’s next correspondence to the HOA was the offer of payment subject to specified
24 conditions. An offer, such as BANA’s, that demands an admission from the offeree that
25 acceptance constitutes full payment of a debt is invalid. The numerous cases to this effect are
26 cited by Plaintiffs in their supplemental brief and have not been rebutted by any legal authority
27 cited by Defendant Nationstar. The fact Defendant’s brief merely assumes without any
28

1 discussion its offer is valid, should alert the Court to the severity of the problem Defendant faces.
2 In desperation, Defendant has employed a “move along, there is nothing to see here” tactic.
3 Given the unacceptable conditions in BANA’s offer it was not unfair of the HOA to reject it.
4 And given that the offer was “non-negotiable”, BANA must bear the blame for the HOA not
5 pursuing the matter further.

6 Finally, Plaintiffs can find nothing in the record to support the conclusion the HOA
7 demanded from BANA an amount in excess of the super priority lien. At best, such a demand
8 can only be inferred from the fact the HOA provided its entire ledger in response to BANA’s
9 initial request. But as shown above, providing the entire ledger was the most pragmatic response
10 the HOA could make under the circumstances and does not provide a sound basis for such a
11 negative inference.

12 In contrast, Defendant is entirely responsible for the circumstances it finds itself in. It
13 chose not to foreclose on its own deed of trust despite years of default by the borrower. That
14 decision essentially forced the HOA to conduct its own foreclosure. BANA could also have
15 offered its \$162 payment free from all conditions and the HOA would have been bound to accept
16 it. But that is not what BANA did. And it was Defendant’s choice to lie silently in wait for three
17 years while knowing the HOA was proceeding toward sale. That decision reflects Defendant’s
18 gross indifference to the harm it knew it would be inflicting on innocent purchasers and refutes
19 any notion that its actions were all done in “good faith”. It is not inequitable to make Defendant
20 bear the consequences of its decisions. That is the essence of Shadow Wood and that precedent
21 is binding upon this Court.

22 Plaintiffs are compelled to express their concerns with respect to the prejudicial manner
23 that Nationstar has conducted itself here with apparent impunity. Since Defendant’s brief was
24 filed well beyond the deadline fixed by this Court, the appropriate response would be for the
25 Court to refuse to consider any new arguments raised therein in a case that has been pending for
26 almost a year and a half. At a minimum, this court should have allowed for oral argument or
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28

1 additional briefing so that Plaintiff could demonstrate the contradiction between Defendant's
2 position and controlling law.

3
4 **C. There is an Obvious Gap in Title with Respect to Nationstar's Claimed Interest**

5 The Court is entitled to take judicial notice of the public records. The Clark County
6 records with respect to this property reflect a gap in Defendant Nationstar's title. The first deed
7 of trust of which Nationstar claims to be the current beneficiary was assigned by MERS to US
8 Bank, N.A. (USB) on October 12, 2011. Then Bank of America, N.A. (BANA) assigned this
9 same deed of trust to Defendant Nationstar on August 16, 2013. Nationstar has failed to produce
10 a valid assignment from US Bank to BANA, and has failed to establish it holds any interest in
11 this property at all. Nevertheless this issue is irrelevant to Plaintiffs as BFP's.

12
13 **D. No Dispute as to Any Material Fact Remains, Therefore, Summary Judgment is**
14 **Appropriate Without Further Discovery.**

15 The parties do not dispute any of the underlying facts. There is no question that the
16 annual assessment due to the HOA in 2011 was \$216.00. (See Exhibit 1). Given that undisputed
17 fact, the determination of the super priority amount is solely a question of law. No additional
18 discovery is necessary to determine any fact relevant to this case. However, the super priority
19 amount is not a "material issue of fact." As detailed above, Plaintiffs are bona fide purchasers,
20 and *Shadow Wood* makes expressly clear that this court should not fashion any remedy which
21 would harm their interests, regardless of the surrounding facts. The court's order, if allowed to
22 stand, will result in a manifest injustice to plaintiffs as innocent parties.

23 By contrast if this court elects to ignore the controlling precedent established by *Shadow*
24 *Wood*, and holds that the Bank can resolve this matter by paying the true super-priority amount,
25 that defeats each of Plaintiffs claims as a matter of law.

26 To that end, this court should issue a final judgment pursuant to NRCP 54(b) so that the
27 parties may refer this matter for review by the appropriate appellate court.

V. CONCLUSION

In light of the controlling authority described in *Shadow Wood*, Plaintiffs request that this Court grant their Motion for Reconsideration, and in turn grant Plaintiff's Motion for Summary Judgment as to all relief sought in Plaintiffs' complaint.

Dated this 18th day of April, 2016.

The Law Office of Mike Beede, PLLC

/s/Michael Beede

By: MICHAEL BEEDE, Esq.
Law Office of Michael Beede
Nevada Bar No. 13068
2300 W. Sahara Ave. #420
Las Vegas, NV 89102
Attorney for Plaintiffs

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 18th day of April, 2016, I did cause a true and correct copy of the foregoing **PLAINTIFFS' MOTION FOR RECONSIDERATION OF THE ORDER DENYING PLAINTIFFS 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:

Akerman LLP			
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By: /s/ Amanda Abril
an Employee of the Law Offices of Mike Beede, PLLC

EXHIBIT 1

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JEREMY T. BERGSTROM
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July 25, 2011

Coronado Ranch Landscape Maintenance Corporation
Red Rock Financial Services
7251 Amigo Street, Suite 100
Las Vegas, NV 89119

SENT VIA FIRST CLASS MAIL

Re: *Property Address: 7883 Tahoe Ridge Court, Las Vegas, NV 89139*
MBBW File No. 11-H1105

Dear Sirs:

This letter is in response to your Notice of Default with regard to the HOA assessments purportedly owed on the above described real property. This firm represents the interests of MERS as nominee for Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, LP (hereinafter "BANA") with regard to these issues. BANA is the beneficiary/servicer of the first deed of trust loan secured by the property.

As you know, NRS 116.3116 governs liens against units for assessments. Pursuant to NRS 116.3116:

The association has a lien on a unit for:

...
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

While the HOA may claim a lien under NRS 116.3102 Subsection (1), Paragraphs (j) through (n) of this Statute clearly provide that such a lien is JUNIOR to first deeds of trust to the extent the lien is for fees and charges imposed for collection and/or attorney fees, collection costs, late fees, service charges and interest. See Subsection 2(b) of NRS 116.3116, which states in pertinent part:

2. A lien under this section is prior to all other liens and encumbrances on a unit except:

NSM 000163

(b) A first security interest on the unit recorded before the date on which the assessment sought to be enforced became delinquent...

The lien is also prior to all security interests described in paragraph (b) to the extent of 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.

Subsection 2b of NRS 116.3116 clearly provides that an HOA lien "is prior to all other liens and encumbrances on a unit except: a first security interest on the unit..." But such a lien is prior to a first security interest to the extent of the assessments for common expenses which would have become due during the 9 months before institution of an action to enforce the lien.

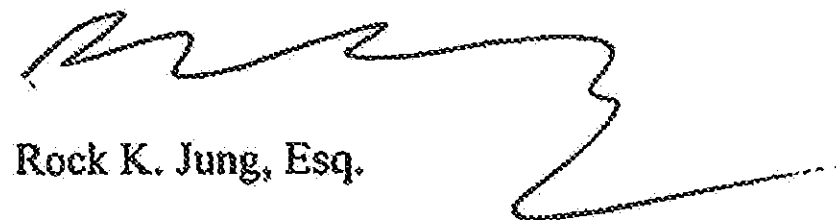
Based on Section 2(b), a portion of your HOA lien is arguably senior to BANA's first deed of trust, specifically the nine months of assessments for common expenses incurred before the date of your notice of delinquent assessment dated June 17, 2011. For purposes of calculating the nine-month period, the trigger date is the date the HOA sought to enforce its lien. It is unclear, based upon the information known to date, what amount the nine months' of common assessments pre-dating the NOD actually are. That amount, whatever it is, is the amount BANA should be required to rightfully pay to fully discharge its obligations to the HOA per NRS 116.3102 and my client hereby offers to pay that sum upon presentation of adequate proof of the same by the HOA.

Please let me know what the status of any HOA lien foreclosure sale is, if any. My client does not want these issues to become further exacerbated by a wrongful HOA sale and it is my client's goal and intent to have these issues resolved as soon as possible. Please refrain from taking further action to enforce this HOA lien until my client and the HOA have had an opportunity to speak to attempt to fully resolve all issues.

Thank you for your time and assistance with this matter. I may be reached by phone directly at (702) 942-0412. Please fax the breakdown of the HOA arrears to my attention at (702) 942-0411. I will be in touch as soon as I've reviewed the same with BANA.

Sincerely,

MILES, BAUER, BERGSTROM & WINTERS, LLP



Rock K. Jung, Esq.

EXHIBIT 2



Red Rock Financial Services

Numbers of Pages

4

August 10, 2011

Miles, Bauer, Bergstrom & Winters LLP

Attn: Alexander Bhame

Via Email: abhame@mileslegal.com

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

In response to your request for payoff figures for the above reference account, the following accounting ledger is a breakdown for the payoff request.

The current balance is \$1,911.56. This demand and its balance due will expire on 8/25/11. You MUST request an update as this balance will only be valid through the date above. Payment received after the expiration date will not be accepted if the balance has changed. Failure to remit the balance by the expiration date may result in the continuation of the collection process at an additional cost. Check(s) should be made payable to Red Rock Financial Services and mailed to the address below.

If you have any questions, please contact our office at 702-932-6887.

Regards,

Red Rock Financial Services

Red Rock Financial Services

7251 Amigo Street, Suite 100 Las Vegas, NV 89119

www.rvfs.com

Phone: 702-932-6887 Toll Free: 888-319-9460 Fax: 702.341.7733

By sending your check, please be aware that you are authorizing Red Rock Financial Services to use the information on your check to make a one-time electronic debit from your account at the financial institution indicated on your check. This electronic debit will be for the amount of your check; no additional amount will be added to the amount. (If we cannot collect your electronic payment, we will issue a draft against your account.) Please contact the Accounts Receivable department at (702) 932-6887 to learn about other payment options should you prefer to not have your payment processed in this manner.

Red Rock Financial Services

Page 1

Account Detail**Coronado Ranch Landscape Maintenance Corporation**

Information as of: August 10, 2011

Red Rock Financial Services Account Number: R84944

Property Address: 7883 Tahoe Ridge Ct, Las Vegas, NV 89139

Bigam, Leah Ann / Bigam, Matthew M. / LEAH ANN BIGAM, / MATTHEW M. BIGAM, /
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE,

Detailed Summary

Date	Description	Amount	Balance	Check#
03/08/2007	Capital Contribution - Operating	\$100.00	\$100.00	
03/08/2007	Association Mgmt Payment	-\$100.00	\$0.00	
01/01/2008	Annual Assessment	\$156.00	\$156.00	
01/07/2008	Association Mgmt Payment	-\$156.00	\$0.00	01839
01/01/2009	Annual Assessment	\$156.00	\$156.00	
01/01/2009	Annual Assessment	\$39.00	\$195.00	
03/18/2009	Association Mgmt Payment	-\$195.00	\$0.00	02201
01/01/2010	Annual Assessment	\$216.00	\$216.00	
04/08/2010	Association Mgmt Payment	-\$216.00	\$0.00	040810
01/01/2011	Annual Assessment	\$216.00	\$216.00	
01/15/2011	Late Fee	\$25.00	\$241.00	
04/07/2011	Intent Mailing Costs	\$7.98	\$248.98	
04/07/2011	Intent to Lien Letter	\$125.00	\$373.98	
04/07/2011	Intent Mailing Costs	\$7.98	\$381.96	
04/20/2011	Lien Mailing Costs	\$7.98	\$389.94	
04/20/2011	Lien for Delinquent Assessment	\$275.00	\$664.94	
04/20/2011	Lien Release	\$30.00	\$694.94	
04/20/2011	Lien Recording Costs	\$28.00	\$722.94	
04/20/2011	Lien Mailing Costs	\$7.98	\$730.92	
04/29/2011	Association Interest	\$0.95	\$731.87	
05/11/2011	Payoff Demand	\$150.00	\$881.87	
05/30/2011	Association Interest	\$0.95	\$882.82	
06/06/2011	Intent to NOD	\$90.00	\$972.82	
06/17/2011	NOD Mailing Charges	-\$15.96	\$956.86	

7251 Amigo Street, Suite 100, Las Vegas, NV 89119 Phone: (702) 932-8887 Fax: (702) 341-7733

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

Printed: 8/10/11

NSM 000167

Red Rock Financial Services

Page 2

Account Detail

Coronado Ranch Landscape Maintenance Corporation

Information as of: August 10, 2011

Red Rock Financial Services Account Number: R84944

Property Address: 7883 Tahoe Ridge Ct, Las Vegas, NV 89139

Bigam, Leah Ann / Bigam, Matthew M. / LEAH ANN BIGAM, / MATTHEW M. BIGAM, /
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE,

Detailed Summary

Date	Description	Amount	Balance	Check#
	Adjustment			
06/17/2011	Notice of Default	\$375.00	\$1,331.86	
06/17/2011	Trustee Sale Guarantee	\$290.00	\$1,621.86	
06/17/2011	NOD Mailing Costs	\$79.80	\$1,701.66	
06/17/2011	NOD Release	\$30.00	\$1,731.66	
06/17/2011	NOD Recording Costs	\$14.00	\$1,745.66	
06/17/2011	NOD Release Recording Costs	\$14.00	\$1,759.66	
06/29/2011	Association Interest	\$0.95	\$1,760.61	
07/30/2011	Association Interest	\$0.95	\$1,761.56	
08/10/2011	Payoff Demand	\$150.00	\$1,911.56	

7251 Amigo Street, Suite 100, Las Vegas, NV 89119 Phone: (702) 932-6887 Fax: (702) 341-7733

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

Printed: 8/10/11

NSM 000168

APP0511

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific instructions on page 2.

Name (as shown on your income tax return) RMI MANAGEMENT, LLC	
Business name/disregarded entity name, if different from above RED ROCK FINANCIAL SERVICES	
Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
<input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.) 7251 AMIGO STREET, SUITE 100	Requester's name and address (optional)
City, state, and ZIP code LAS VEGAS, NV 89119	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-					
Employer identification number								
8	8	-				8	1	3 2

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ 	Date ▶ 8/10/11
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien.
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States.
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

EXHIBIT 3

DOUGLAS E. MILES *
Also Admitted in California and
Illinois

RICHARD J. BAUER, JR. *
JEREMY T. BERGSTROM

Also Admitted in Arizona
FRED TIMOTHY WINTERS*
KEENAN E. McCLENAHAN*
MARK T. DOMMEYER*

Also Admitted in District of
Columbia & Virginia
TAMI S. CROSBY*

L. BRYANT JAQUEZ *
DANIEL L. CARTER *

GINA M. CORENA
WAYNE A. RASH *

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HANH T. NGUYEN *

THOMAS B. SONG *



MILES, BAUER, BERGSTROM & WINTERS, LLP
ATTORNEYS AT LAW SINCE 1985

2200 Paseo Verde Parkway, Suite 250
Henderson, NV 89052
Phone: (702) 369-5960
Fax: (702) 369-4955

* CALIFORNIA OFFICE
1231 E. DYER ROAD
SUITE 100
SANTA ANA, CA 92705
PHONE (714) 481-9100
FACSIMILE (714) 481-9141

August 26, 2011

RED ROCK FINANCIAL SERVICES

7251 Amigo Street, Suite 100
Las Vegas, NV 89119

Re: *Property Address:* 7883 Tahoe Ridge Court
ACCT NO.: R84944
LOAN #: [REDACTED] 5713
MBBW File No. 11-H1105

Dear Sir/Madame:

As you may recall, this firm represents the interests of Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, LP (hereinafter "BANA") with regard to the issues set forth herein. We have received correspondence from your firm regarding our inquiry into the "Super Priority Demand Payoff" for the above referenced property. The Statement of Account provided by you in regards to the above-referenced address shows a full payoff amount of \$1,911.56. BANA is the beneficiary/servicer of the first deed of trust loan secured by the property and wishes to satisfy its obligations to the HOA. Please bear in mind that:

NRS 116.3116 governs liens against units for assessments. Pursuant to NRS 116.3116:

The association has a lien on a unit for:

...
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

While the HOA may claim a lien under NRS 116.3102 Subsection (1), Paragraphs (j) through (n) of this Statute clearly provide that such a lien is JUNIOR to first deeds of trust to the extent the lien is for fees and charges imposed for collection and/or attorney fees, collection costs, late fees, service charges and interest. See Subsection 2(b) of NRS 116.3116, which states in pertinent part:

2. A lien under this section is prior to all other liens and encumbrances on a unit except:
(b) A first security interest on the unit recorded before the date on which the assessment sought to be enforced became delinquent...

The lien is also prior to all security interests described in paragraph (b) to the extent of 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.

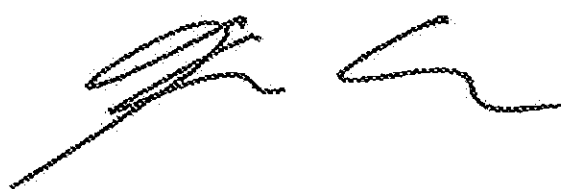
Based on Section 2(b), a portion of your HOA lien is arguably prior to BANA's first deed of trust, specifically the nine months of assessments for common expenses incurred before the date of your notice of delinquent assessment. As stated above, the payoff amount stated by you includes many fees that are junior to our client's first deed of trust pursuant to the aforementioned NRS 116.3102 Subsection (1), Paragraphs (j) through (n).

Our client has authorized us to make payment to you in the amount of \$162.00 to satisfy its obligations to the HOA as a holder of the first deed of trust against the property. Thus, enclosed you will find a cashier's check made out to Red Rock Financial Services in the sum of \$162.00, which represents the maximum 9 months worth of delinquent assessments recoverable by an HOA. 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 towards the HOA in regards to the real property located at 7883 Tahoe Ridge Court have now been "paid in full".

Thank you for your prompt attention to this matter. If you have any questions or concerns, I may be reached by phone directly at (702) 942-0471.

Sincerely,

MILES, BAUER, BERGSTROM & WINTERS, LLP



Krista J. Nielson, Esq.

Miles, Bauer, Bergstrom & Winters, LLP Trust Acct
Payee: RED ROCK FINANCIAL SERVICES
11-H1105
Initials: SRN
Check #: 10784
Date: 8/22/2011
Amount: 162.00

Inv. Date	Reference #	Description	Inv. Amount	Case #	Matter Description	Cost Amount
8/22/2011	R84944	To Cure HOA Deficiency	162.00			

Miles, Bauer, Bergstrom & Winters, LLP
Trust Account
1231 E. Dyer Road, #100
Santa Ana, CA 92705
Phone: (714) 481-9100

Bank of America
1100 N. Green Valley Parkway
Henderson, NV 89074
18-66/1220
1020
11-H1105
Loan # 5713

10784

Date: 8/22/2011

Amount \$**** 162.00

Pay \$****One Hundred Sixty-Two & No/100 Dollars
to the order of

RED ROCK FINANCIAL SERVICES

Check Void After 90 Days

Security Features. Details on back.

NSM 000173

072412

072412

072412

072412

072412

072412

072412

EXHIBIT 4

MILES, BERGSTROM & WINTERS, LLP BORROWER LETTER AFFIDAVIT

State of California }
 }ss.
Orange County }

Affiant being first duly sworn, deposes and says:

1. I am a managing partner with the law firm of Miles, Bergstrom & Winters, LLP, formerly known as Miles, Bauer, Bergstrom & Winters, LLP (**Miles Bauer**) in Costa Mesa, California. I am authorized to submit this affidavit on behalf of Miles Bauer.

2. I am over 18 years of age, of sound mind, and capable of making this affidavit.

3. The information in this affidavit is taken from Miles Bauer's business records. I have personal knowledge of Miles Bauer's procedures for creating these records. They are: (a) made at or near the time of the occurrence of the matters recorded by persons with personal knowledge of the information in the business record, or from information transmitted by persons with personal knowledge; (b) kept in the course of Miles Bauer's regularly conducted business activities; and (c) it is the regular practice of Miles Bauer to make such records. I have personal knowledge of Miles Bauer's procedures for creating and maintaining these business records. I personally confirmed that the information in this affidavit is accurate by reading the affidavit and attachments, and checking that the information in this affidavit matches Miles Bauer's records available to me.

4. Bank of America, N.A. (**BANA**) retained Miles Bauer to tender payments to homeowners associations (**HOA**) to satisfy super-priority liens in connection with the following loan:

Loan Number: [REDACTED] 5713

Borrower(s): Matthew M. and Leah Ann Bigam

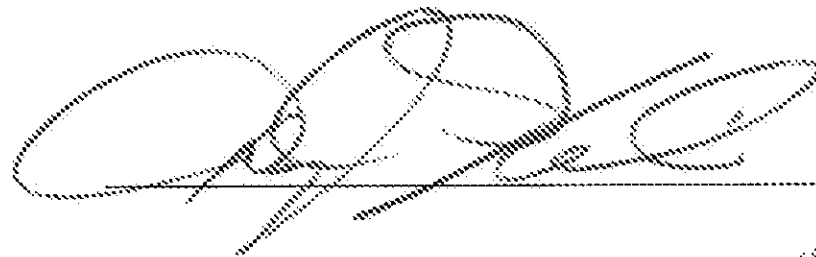
Property Address: 7883 Tahoe Ridge Court, Las Vegas, Nevada 89139

5. Miles Bauer maintains records for the loan in connection with tender payments to HOA. As part of my job responsibilities for Miles Bauer, I am familiar with the type of records maintained by Miles Bauer in connection with the loan.

6. Based on Miles Bauer's business records, attached as **Exhibit 1** is a copy of a July 25, 2011 letter from Rock K. Jung, Esq., an attorney with Miles Bauer, to Matthew M. and Leah Ann Bigam.

FURTHER DECLARANT SAYETH NOT.

Date: 7/14/15


Declarant Douglas E. Miles

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

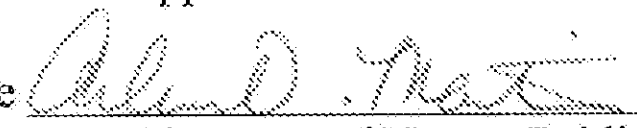
State of California

County of Orange

Subscribed and sworn to (or affirmed) before me on this 14th day of July, 2015,

by Douglas E. Miles, proved to me on the basis of satisfactory evidence to be
(Name of Signer)

the person who appeared before me.

Signature  (Seal)
(Signature of Notary Public)

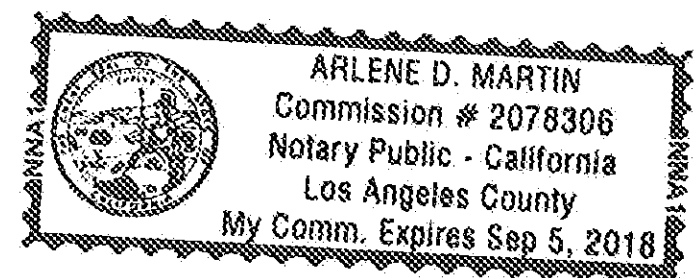


EXHIBIT 1

DOUGLAS E. MILES *
Also Admitted in California and
Illinois

RICHARD J. BAUER, JR. *
JEREMY T. BERGSTROM
Also Admitted in Arizona
FRED TIMOTHY WINTERS *
KEENAN E. McCLENAHAN *
MARK T. DOMEYER *

Also Admitted in District of
Columbia & Virginia
TAMIS CROSSBY *

L. BRYANT JAQUEZ *
DANIEL L. CARTER *

GINA M. CORENA
WAYNE A. RASH *

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MILES, BAUER, BERGSTROM & WINTERS, LLP
ATTORNEYS AT LAW SINCE 1985

2200 Paseo Verde Parkway, Suite 250
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Phone: (702) 369-5960
Fax: (702) 369-4955

* CALIFORNIA OFFICE
1231 E. DYER ROAD
SUITE 100
SANTA ANA, CA 92705
PHONE (714) 481-9100
FACSIMILE (714) 481-9141

July 25, 2011

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

SENT VIA FIRST CLASS MAIL

Re: *Property Address: 7883 Tahoe Ridge Court, Las Vegas, NV 89139*
MBBW File No. 11-H1105

Mr. & Mrs. Bigam:

This letter is written in response to the attached Notice of Default your HOA caused to be issued and recorded as a result of you allegedly neglecting to timely pay your required HOA assessments on the above described real property. This firm represents the interests of MERS as nominee for Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, LP (hereinafter "BANA") with regard to these issues. As you know, BANA is the beneficiary/servicer of the first deed of trust loan secured by the property.

NRS 116.3116 governs liens against units for assessments. Pursuant to NRS 116.3116:

The association has a lien on a unit for:

...
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

While the HOA may claim a lien under NRS 116.3102 Subsection (1), Paragraphs (j) through (n) of this Statute clearly provide that such a lien is JUNIOR to first deeds of trust to the extent the lien is for fees and charges imposed for collection and/or attorney fees, collection costs, late fees, service charges and interest. See Subsection 2(b) of NRS 116.3116, which states in pertinent part:

2. A lien under this section is prior to all other liens and encumbrances on a unit except:

NSM 000179

(b) A first security interest on the unit recorded before the date on which the assessment sought to be enforced became delinquent...

The lien is also prior to all security interests described in paragraph (b) to the extent of 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.

Subsection 2b of NRS 116.3116 clearly provides that an HOA lien "is prior to all other liens and encumbrances on a unit except: a first security interest on the unit..." But such a lien is prior to a first security interest to the extent of the assessments for common expenses which would have become due during the 9 months before institution of an action to enforce the lien.

Please be advised that, in the event you do not immediately bring your HOA account current by paying all sums past due, BANA *may* advance the sums necessary to protect *its lien interest* on the property. If BANA does in fact advance said sums, those sums may be added on to the balance you owe on the first position note and deed in trust you executed. BANA may do this per Nevada law and per the express terms of the note and deed of trust you executed. Further, BANA may add the attorney's fees and costs that are being incurred as a result of this matter to your loan. BANA may also do this per Nevada law and per the express terms of the note and deed of trust you executed. Please note that the HOA foreclosure sale may still occur despite any advancement of sums made by BANA in order to protect its lien interest on the property. Thus, we strongly advise that you contact your HOA and/or Red Rock Financial Services immediately and make the necessary arrangements to bring your HOA account current. If you have already brought your HOA account current with Red Rock Financial Services, then please disregard this letter.

Sincerely,

MILES, BAUER, BERGSTROM & WINTERS, LLP


Rock K. Jung, Esq.



10634691

BEST COPY AVAILABLE

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

Title Order Number: *561626-A5* Foreclosure #15

First American Title

JUL 12 2011

Received

Inst #: 201106210002390

Fees: \$14.00

N/C Fee: \$0.00

05/21/2011 12:34:09 PM

Receipt #: 819146

Requestor:

FIRST AMERICAN NATIONAL DEF

Recorded By: CYV Pgs: 1

DEBBIE CONWAY

CLARK COUNTY RECORDER

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

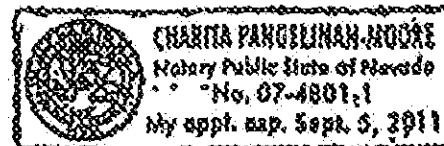
Dated: June 17, 2011

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



NSM 000181

ORDR

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7 *Attorneys for Defendants Nationstar*
8 *Mortgage LLC & U.S. Bank, N.A.*

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CLERK OF THE COURT

9 DISTRICT COURT
10 CLARK COUNTY, NEVADA

11 ANTHONY S. NOONAN IRA, LLC; and LOU
12 NOONAN; and JAMES M. ALLRED IRA,
13 LLC;

14 Plaintiff,

15 v.

16 MATTHEW M. BIGAM; and REPUBLIC
17 MORTGAGE; and REPUBLIC MORTGAGE,
18 LLC; and U.S. BANK NATIONAL
ASSOCIATION EE; and BANK OF AMERICA,
N.A.; and NATIONSTAR MORTGAGE, LLC;
and ROE CORPORATIONS I-V, inclusive,

19 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**

20 Plaintiffs Anthony S. Noonan IRA, LLC, Lou Noonan and James M. Allred IRA, LLC
21 (collectively, **Plaintiffs**) filed a Motion for Summary Judgment on June 10, 2015. Defendants
22 Nationstar Mortgage, LLC (**Nationstar**) and U.S. Bank N.A., as Trustee for Certificateholders of
23 Citigroup Mortgage Loan Trust Inc., Mortgage pass-through certificates, Series 2007-AR07 (**U.S.**
24 **Bank**) (collectively, **Defendants**) filed a Motion for Summary Judgment on July 6, 2015. On March
25 2, 2016, these matters came before the Court. At oral argument, the Court permitted the parties to
26 conduct additional discovery and permitted further briefing on the parties' respective motions for
27 summary judgment. A hearing for supplemental briefing was set for April 13, 2016. Pursuant to the
28 March 2, 2016 hearing, the parties' submitted their respective supplemental briefings. The Court,

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

3 **Findings of Fact**

- 4 1. In February 2007, Matthew and Leah Bigam purchased the property. The Bigams financed
5 ownership of the property by way of a loan with Republic Mortgage LLC in the amount of
6 \$479,400.00 secured by a deed of trust (the **senior deed of trust**) dated February 17, 2009.
- 7 2. On October 3, 2011, U.S. Bank was assigned the deed of trust. Bank of America, N.A., and
8 later Nationstar, serviced the loan.
- 9 3. The property is located in Coronado Ranch Landscape Maintenance Association (**the HOA**).
- 10 4. Monthly assessments on the property are \$18.
- 11 5. On April 26, 2011, the HOA through its agent, Red Rock Financial Services (**Red Rock**)
12 recorded a notice of delinquent assessment lien. In the notice, the HOA stated the Bigams
13 owed \$730.92, which includes assessments, late fees, interest, fines/violations and collection
14 fees and costs.
- 15 6. On June 21, 2011, the HOA, through its agent Red Rock, recorded a notice of default and
16 election to sell to satisfy the delinquent assessment lien. The notice states the amount due to
17 the HOA was \$1,775.62, but does not specify whether it includes assessments, interest, fees
18 and collection costs in addition to assessments.
- 19 7. On July 25, 2011, after the HOA recorded its notice of default, Miles Bauer Bergstrom &
20 Winters (**Miles Bauer**), a law firm retained by Bank of America, N.A. (**BANA**), the loan
21 servicer at the time for U.S. Bank's predecessor, Republic Mortgage, contacted the HOA,
22 care of Red Rock, and requested a ledger identifying the super-priority amount allegedly
23 owed to the HOA.
- 24 8. In response, the HOA provided a ledger, dated August 10, 2011, identifying the total amount
25 allegedly owed.
- 26 9. Based on the annual assessment amount identified in the HOA's August 10, 2011 ledger,
27 BANA accurately calculated the sum of nine months of common assessments as \$162.00 and
28 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.

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.

...

1 10. The hearing on this matter set for April 13, 2016, at 9:00 a.m. is off calendar.

2 DATED this _____ day of April, 2016.

3
4 **DISTRICT COURT JUDGE**

5
6 ***Submitted By:***
7 **AKERMAN LLP**

8 /s/ Christine M. Parvan

9 ARIEL E. STERN, ESQ.

10 Nevada Bar No. 8276

11 CHRISTINE M. PARVAN, ESQ.

12 Nevada Bar No. 10711

13 1160 Town Center Drive, Suite 330

14 Las Vegas, Nevada 89144

15 *Attorneys for Nationstar Mortgage LLC and*
16 *U.S. Bank, N.A., as trustee*

17 ***Approved as to form and content:***
18 **THE LAW OFFICE OF MIKE BEEDE**

19 
20 Michael Beede, Esq.

21 Nevada Bar No.

22 2300 W Sahara Ave, Fourth Floor

23 Las Vegas, Nevada 89102

1 **THEREFORE, IT IS HEREBY ORDERED THAT:**

- 2 1. Defendants' Motion for Summary Judgment is DENIED.
- 3 2. Plaintiffs' Motion for Summary Judgment is DENIED.
- 4 3. The parties may engage in discovery to determine the nature and amount of the charges
- 5 incurred against the subject property.
- 6 4. Defendants shall be permitted to pay only those amounts included in the superpriority lien to
- 7 preserve their interest in the subject property by way of the senior Deed of Trust.
- 8 5. The hearing on this matter set for April 13, 2016, at 9:00 a.m. is off calendar.

9 DATED this 26 day of April, 2016.

10 
DISTRICT COURT JUDGE 

11 ***Submitted By:***

12 **AKERMAN LLP**

13 
14

15 ARIEL E. STERN, ESQ.

16 Nevada Bar No. 8276

17 CHRISTINE M. PARVAN, ESQ.

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19 *Attorneys for Nationstar Mortgage LLC and*
20 *U.S. Bank, N.A., as trustee*

21 ***Approved as to form and content:***

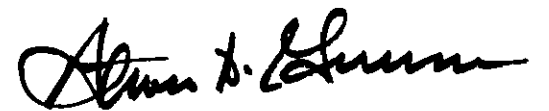
22 **THE LAW OFFICE OF MIKE BEEDE**

23 
Michael Beede, Esq.

24 Nevada Bar No.

2300 W Sahara Ave, Fourth Floor

25 Las Vegas, Nevada 89102



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

**MOTION TO STRIKE PLAINTIFFS'
MOTION FOR RECONSIDERATION OF
ORDER DENYING PLAINTIFFS'
MOTION FOR SUMMARY JUDGMENT
OR, IN THE ALTERNATIVE,
OPPOSITION TO PLAINTIFFS' MOTION**

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**) move to strike as premature plaintiffs' Anthony S. Noonan IRA, LLC, Lou Noonan and James M. Allred IRA, LLC (collectively, **plaintiffs**) motion for reconsideration of the order denying their motion for summary judgment. Alternatively, to the extent the Court considers plaintiffs' motion for reconsideration on its merits, defendants oppose that motion because the Court correctly found defendants' presale tender was sufficient to preserve their senior deed of trust. Plaintiffs' claim they are *bona fide* purchasers is irrelevant to that analysis, as the

1 *Shadow Wood* court found the *bona fide* purchaser doctrine only applies if there is a *valid* HOA
2 foreclosure sale, which this sale was not. In the interests of judicial economy, Defendants request the
3 Court decide their motion to strike at the hearing on plaintiffs' motion for reconsideration.

4
5
6 **NOTICE OF MOTION**

7 TO: ALL PARTIES AND COUNSEL OF RECORD:

8 PLEASE TAKE NOTICE that Bank Of America, N.A. and Nationstar Mortgage LLC will
9 bring the foregoing **MOTION TO STRIKE PLAINTIFFS' MOTION FOR**
10 **RECONSIDERATION OF ORDER DENYING PLAINTIFFS MOTION FOR SUMMARY**
11 **JUDGMENT OR, IN THE ALTERNATIVE, OPPOSITION TO PLAINTIFFS' MOTION** on
12 for hearing before the Court on the 08 day of June, 2016, at the hour of 9 : 00
13 a.m., or as soon thereafter as counsel can be heard.

14 Dated: April __, 2016.

15 **AKERMAN LLP**

16 /s/ Christine M. Parvan

17 ARIEL E. STERN, ESQ.

18 Nevada Bar No. 8276

19 CHRISTINE M. PARVAN, ESQ.

20 Nevada Bar No. 10711

21 1160 Town Center Drive, Suite 330

22 Las Vegas, Nevada 89144

23 *Attorneys for Nationstar Mortgage LLC and*
24 *U.S. Bank, N.A., as trustee*

1 **I. INTRODUCTION.**

2 Plaintiffs' motion for reconsideration is premature pursuant to EDCR 2.24(b) ("[a] party
3 seeking reconsideration of a ruling of the court, other than any order which may be addressed by
4 motion pursuant to N.R.C.P. 50(b), 52(b), 59 or 60, must file a motion for such relief within 10 days
5 *after service of written notice of the order or judgment* unless the time is shortened or enlarged by
6 order) (emphasis added). Plaintiff's filed their motion on April 18, 2016—*before* an order on the
7 motions for summary judgment was even submitted, let alone signed or entered by this Court.¹
8 Plaintiffs' motion should be stricken for this reason alone.
9

10 Alternatively, should the Court consider the merits of plaintiffs' motion, it should deny
11 reconsideration, enter the proposed order defendants submitted and allow the parties to proceed with
12 discovery pursuant to its April 8, 2016 ruling.

13 **II. RELEVANT BACKGROUND.**

14 Plaintiffs filed a Motion for Summary Judgment on June 10, 2015. Defendants filed a
15 Motion for Summary Judgment on July 6, 2015. On March 2, 2016, those matters came before the
16 Court. At oral argument, the Court permitted the parties to conduct additional discovery and
17 permitted further briefing on the parties' respective motions for summary judgment. Pursuant to the
18 March 2, 2016 hearing, the parties' submitted their respective supplemental briefings.²
19

20 On April 8, 2016, this Court issued a Minute Order denying both Motions for Summary
21 Judgment and allowing the parties to conduct discovery to permit defendants' to determine the
22 superpriority portion of the HOA's lien and remit any additional payment necessary to cure it. On
23

24 ¹ On April 8, 2016, this Court issued a *ruling*, contained in the Court Minutes, denying Plaintiffs' Motion for Summary
25 Judgment and Defendants' Motion for Summary Judgment. On April 13, 2016, defendants' counsel sent plaintiffs'
26 counsel a proposed order for review and comment, along with a follow-up email on April 15. **Ex. A.** Opposing counsel
27 did not respond to either of these emails regarding the proposed order. Instead, plaintiffs filed this motion on April 18,
28 2016.

² Plaintiffs state in their motion for reconsideration that defendants did not file their supplemental brief in a timely
manner. *Id.* at 5:11-12. To the contrary, defendants' supplemental brief was timely. The Nevada Rules of Civil Procedure
and EDCR 2.20, a moving party may file a reply, and the Court has discretion to consider such a reply, even if it is late-
filed (which it wasn't here).

1 April 13, 2016, defendants' counsel sent plaintiffs' counsel a proposed order for review and comment
2 and then followed up with opposing counsel on the status of proposed order on April 15. **Ex. A.**
3 Opposing counsel did not respond to either of these emails. Plaintiffs filed the instant motion on April
4 18, 2016. In light of plaintiffs' failure to respond to the proposed order, defendants submitted it to this
5 Court on April 22. The Court has not yet signed the proposed order.

6 **III. THE COURT SHOULD STRIKE PLAINTIFFS' CURRENT MOTION.**

7 Plaintiffs prematurely filed their motion for reconsideration. Eighth Judicial District Court
8 Rule (EDCR) 2.24(b) provides:
9

10 A party seeking reconsideration of a ruling of the court, other than any order
11 which may be addressed by motion pursuant to N.R.C.P. 50(b), 52(b), 59 or 60,
12 must file a motion for such relief within 10 days *after service of written notice of*
13 *the order or judgment* unless the time is shortened or enlarged by order. A motion
14 for rehearing or reconsideration must be served, noticed, filed and heard as is any
15 other motion. A motion for reconsideration does not toll the 30-day period for
16 filing a notice of appeal from a final order or judgment.
17 (emphasis added).

18 The Court has not yet signed the proposed order. For this reason alone, the Court should strike
19 plaintiffs' motion and permit them to refile once the Court enters an order.

20 **IV. ALTERNATIVELY, THE COURT SHOULD DENY PLAINTIFF'S MOTION FOR RECONSIDERATION.**

21 To the extent the Court decides plaintiffs' motion on its merits, the Court should deny the
22 motion because the Court properly ruled defendants' tender of 9 months-worth of assessments, despite
23 the HOA's and HOA's refusal to provide the superpriority amount, preserved defendants' senior deed
24 of trust. The Court should reject plaintiffs' allegations they are *bona fide* purchasers as a defense to
25 U.S. Bank's tender because plaintiffs were on notice of U.S. Bank's claim arising from the recorded
26 senior deed of trust.

27 **A. The Court declined to determine the superpriority amount and permitted the**
28 **parties to conduct discovery on this factual issue.**

In its April 8 Minute Order the Court found ruled the parties were permitted to conduct
additional discovery to determine the actual amount comprising the superpriority portion of the HOA's
lien, finding there were genuine issues of material fact as to whether defendants' tender of \$162.00 (9

1 months-worth of assessments) was equal to the statutory definition of "superpriority," i.e. the extent of
2 any charges incurred by the HOA pursuant to NRS 116.310312, and to the extent of the assessments
3 for common expenses based on the periodic budget adopted by the HOA pursuant to NRS 116.3115
4 which would have become due in the absence of acceleration during the 9 months immediately
5 preceding institution of the action taken in this case to enforce the HOA's lien.

6 Since the Court's ruling, the Nevada Supreme Court issued its opinion in *Horizons at Seven*
7 *Hills Homeowners Assoc. v. Ikon Holdings, LLC*, 132 Nev. Adv. Op. 35 (Apr. 28, 2016). Under *Ikon*,
8 it is clear defendants' tender redeemed the first deed of trust. Nevada's Supreme Court has confirmed
9 the only portion of the HOA's lien that is prior to the first deed of trust's interest is that amount for *nine*
10 *months of assessments only*. *Horizons at Seven Hills Homeowners Assoc. v. Ikon Holdings, LLC*, 132
11 Nev. Adv. Op. 35 (Apr. 28, 2016). As the Supreme Court held, "[t]aking into consideration the
12 legislative intent, the statute's text, and statutory construction principles, we conclude the superpriority
13 lien granted by NRS 116.3116(2) does not include an amount for collection fees and foreclosure costs
14 incurred; rather it is limited to an amount equal to the common expense assessments due during the
15 nine months before foreclosure." *Id.* at p. 13.

16 In the context of real estate liens, a lienholder may redeem, having the property's title
17 restored free and clear of an encumbrance, if it satisfies the obligation prior to foreclosure. *McCall*
18 *v. Carlson*, 63 Nev. 390, 411-12, 172 P.2d 171, 181-82 (1946). *See also* 59A C.J.S. *Mortgages* §
19 1362 (2010) ("Redemption is the realization of the right to have the property's title restored free and
20 clear of an encumbrance by satisfaction of the mortgage obligation. Redemption signifies the
21 process of cancelling and annulling a defeasible title, such as that created by a mortgage, by paying
22 the debt or by fulfilling other conditions."); 55 AM. JUR. 2D *Mortgages* § 787 (2010). Article 3 of
23 the Uniform Commercial Code further confirms that in *both* the common law and statutory contexts,
24 tender discharges the lien for which payment is tendered.

25 Here, the court already found defendants tendered 9 months-worth of assessments—the full
26 super-priority amount of the lien prior to the sale. The Nevada Supreme Court clearly stated a senior
27 mortgagee could "pay[] off the superpriority piece of the lien to stave of foreclosure" in *SFR*
28 *Investments. SFR Investments Pool 1, LLC v. U.S. Bank*, 334 P.3d 408, 412 (Nev. 2014). Once the

1 super-priority assessment was extinguished by the tender, the HOA's action to foreclose on the lien
2 could only be on its subpriority piece. As the Supreme Court noted in *SFR Investments*:

3 As to first deeds of trust, NRS 116.3116(2) thus splits an HOA lien into two
4 pieces, a superpriority piece and a subpriority piece. The superpriority piece,
5 consisting of the last nine months of unpaid HOA dues and maintenance and
6 nuisance-abatement charges, is "prior to" a first deed of trust. *The subpriority
piece, consisting of all other HOA fees or assessments, is subordinate to a first
deed of trust.*

7 *SFR Investments Pool 1, LLC v. U.S. Bank*, 334 P.3d 408, 411 (Nev. 2014) (emphasis added).
8 Defendants' tender left the sub-priority portion as the sole lien. The sale therefore had no impact on
9 the first deed of trust. "A foreclosure sale by a junior mortgagee has no effect on the rights of senior
10 lienholders because the purchaser of a junior mortgage takes subject to the rights of all senior liens
11 and encumbrances." *In re Del Gizzo*, 5 B.R. 446, 448 (Bankr. D.R.I. 1980) (citing *Brunette v.*
12 *Myette*, 40 R.I. 546, 102 A. 520 (1918)). Under Nevada law, a purchaser of real property with notice
13 of a prior interest takes subject to that interest. *In re Crystal Cascades Civil, LLC*, 398 B.R. 23, 29
14 (Bankr. D. Nev. 2008) *aff'd*, 415 B.R. 403 (B.A.P. 9th Cir. 2009) (citing NRS 111.320; *Buhecker v.*
15 *R.B. Petersen & Sons Const. Co., Inc.*, 112 Nev. 1498, 1500, 929 P.2d 937, 939 (1996); *In re Grant*,
16 303 B.R. 205, 211 (Bankr. D.Nev. 2003)). Once defendants satisfied the super-priority portion of
17 the HOA's lien, and per plaintiffs' deed without warranties, plaintiffs' purchased the property subject
18 to the first deed of trust. *See* NRS 116.31164(3)(a) (the purchaser at an HOA foreclosure receives "a
19 deed without warranty which conveys to the grantee *all title of the unit's owner to the unit.*" NRS
20 116.31164(3)(a)) (emphasis added).

21 Under binding Nevada law, plaintiffs are not entitled to summary judgment and the Court
22 should not reconsider its order, because defendants tendered the super-priority amount and, as a
23 result, the super-priority portion of the HOA's lien was extinguished prior to the foreclosure sale.

24 **B. Plaintiffs are not bona fide purchasers.**

25 While the Nevada Supreme Court recently stated that the potential harm to a *bona fide*
26 purchaser must be taken into account by a court determining whether to set aside an HOA
27 foreclosure sale, those arguments have no application where, as here, the party is not a bona fide
28 purchaser. *See Shadow Wood Homeowners Ass'n, Inc. v. New York Cmty. Bancorp, Inc.*, 132 Nev.

1 Adv. Op. 5, at 21 (Nev. Jan. 28, 2016) (“It is an age-old principle that in formulating equitable relief
2 a court must consider the **effects of the relief on innocent third parties.**”); *id.* (“Equitable relief
3 should not be granted where it would work **a gross injustice on innocent third parties.**”) (emphasis
4 added). To qualify as a bona fide purchaser, Noonan must show it purchased the Property (1) for
5 value and (2) without notice of a competing or superior interest in the same property. *Berge v.*
6 *Fredericks*, 95 Nev. 183, 185, 591 P.2d 246, 247 (1979). This Court should also deny plaintiffs’
7 motion for reconsideration because they are not *bona fide* purchasers for value.

8 Under Nevada law, for a buyer to qualify as a *bona fide* purchaser, that buyer cannot have
9 notice, actual or constructive, of another party’s unrecorded interest in the property. *Huntington v.*
10 *Mila, Inc.*, 119 Nev. 355, 356, 75 P.3d 354, 357 (2003). A duty of inquiry arises where
11 circumstances put a reasonable person on notice of another’s rights in the property. *Id.* The duty of
12 inquiry is Noonan’s to bear. *Allison Steel Mfg. Co. v. Bentonite, Inc.*, 86 Nev. 494, 498, 471 P.2d
13 666, 668 (1970). The duty of inquiry means plaintiffs cannot be passive. The duty of inquiry
14 charges plaintiffs with all of the facts that it could have learned through an investigation—even if
15 Noonan did not undertake such an investigation. *Id.*

16 Here, plaintiffs cannot satisfy the second element, as the deed of trust constitutes a competing
17 or superior interest in the property of which plaintiffs had actual or constructive notice prior to their
18 purchase of the property. Further, the recorded deed of trust put plaintiffs on inquiry notice that the
19 beneficiary could tender—as defendants did here—the super-priority amount to protect the first-
20 priority position of its deed of trust. Plaintiffs are not *bona fide* purchase because they cannot put
21 forth undisputed evidence they had no notice of the deed of trust prior to their purchase at the HOA’s
22 foreclosure sale. Here, the deed of trust constitutes a superior interest in the property for several
23 reasons. The deed of trust was not extinguished by the HOA’s foreclosure sale because, as this
24 Court properly found, defendants tender of 9 months of assessments preserved their interest; the low
25 purchase price was grossly inadequate as a matter of law and because the sale was unfairly
26 conducted. Additionally, the HOA’s foreclosure sale was void because the State Foreclosure Statute
27 is facially unconstitutional under the Due Process Clause. For those reasons, the Deed of Trust
28

1 constitutes a "superior interest in the [Property]," precluding plaintiffs from claiming they are bona
2 *fide* purchasers for value.

3 **V. CONCLUSION.**

4 For the above reasons, the Court should strike Plaintiffs' current motion. Alternatively, the
5 Court should deny Plaintiffs' motion.

6 DATED this 3rd day of May, 2016.

7
8 **AKERMAN LLP**

9 /s/ Christine M. Parvan

10 ARIEL E. STERN, ESQ.

11 Nevada Bar No. 8276

12 CHRISTINE M. PARVAN, ESQ.

13 Nevada Bar No. 10711

14 1160 Town Center Drive, Suite 330

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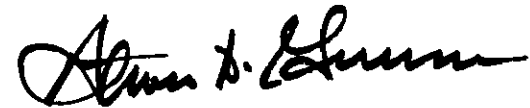
16 *Attorneys for Nationstar Mortgage LLC and U.S. Bank,*
17 *N.A., as trustee*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 3rd day of May, 2016 and pursuant to NRCP 5, I served through the electronic filing system ("Wiznet") a true and correct copy of the foregoing **MOTION TO STRIKE PLAINTIFFS' MOTION FOR RECONSIDERATION OF THE ORDER DENYING PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT OR, IN THE ALTERNATIVE, MEMORANDUM IN OPPOSITION TO PLAINTIFFS' MOTION**, addressed to:

Mike Beede Esq.		
	Contact	Email
	EService	EserviceLegalLV@gmail.com
Williams & Associates		
	Contact	Email
	Donald H. Williams, Esq.	dwilliams@dhwlawlv.com
	Robin Gullo	rgullo@dhwlawlv.com
Williams & Associates		
	Contact	Email
	Drew Starbuck, Esq.	dstarbuck@dhwlawlv.com

/s/ Michael Hannon
An employee of AKERMAN LLP



CLERK OF THE COURT

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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 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 ITS MOTION FOR
RECONSIDERATION OF THE
ORDER DENYING PLAINTIFFS
MOTION FOR SUMMARY
JUDGMENT**

AND

**OPPOSITION TO DEFENDANT'S
MOTION TO STRIKE**

Plaintiffs Anthony S. Noonan IRA, LLC; Lou Noonan and James M. Allred IRA, LLC
(Collectively "Plaintiffs"), by and through their attorney of record, the Law Office of Mike
Beede, hereby submit their REPLY IN SUPPORT OF ITS MOTION FOR
RECONSIDERATION OF THE ORDER DENYING PLAINTIFFS' MOTION FOR
SUMMARY JUDGMENT and OPPOSITION TO DEFENDANT'S MOTION TO STRIKE

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

On April 18, 2016, Plaintiffs filed their Motion for Reconsideration of this Court's order to deny Plaintiff's and Defendant's Motions for Summary Judgment and to allow Defendant to determine and pay the super priority portion of the HOA lien to redeem its interest in the property. The clear controlling case law issued by the Nevada Supreme Court makes abundantly clear that Plaintiffs' status as bona fide purchasers defeats any claim by Defendant that its tender, coupled with conditions, divests Plaintiffs of clear title to the subject property.

II. THE COURT HAS BROAD DISCRETION TO RECONSIDER ITS OWN ORDER

Defendant errantly argues that Plaintiff's Motion for Reconsideration was premature. The Nevada Supreme Court Disagrees. "Unless and until an order is appealed, the district court retains jurisdiction to reconsider the matter." *Gibbs v. Giles*, 96 Nev. 243, 607 P.2d 118, 1980 Nev. LEXIS 562 (Nev. 1980). The court should therefore consider the motion on its merits.

III. MOTION FOR RECONSIDERATION STANDARD

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). Pursuant to EDCR 2.24(b), a motion for reconsideration of a ruling, other than one based on NRCPP 50(b), 52(b), 59 or 60, must be filed "within 10 days after service of written notice of the order or judgment unless the time is shortened or enlarged by order." In the instant case, the court issued written Notice of its order denying cross-motions for summary judgment on April 8, 2016, but no formal "Notice of Entry of Order" has been filed with or by the court. Therefore, this motion is timely.

1 A court has discretion to depart from a prior order when (1) the motion is necessary
2 correct manifest errors of law or fact upon which the judgment is based; (2) the moving party
3 presents newly discovered or previously unavailable evidence; (3) the motion is necessary to
4 prevent manifest injustice; or (4) there is an intervening change in controlling law. *Turner*
5 *v. Burlington N. Santa Fe R. Co.*, 338 F.3d 1058, 1063 (9th Cir. 2003) (quoting *McDowell v.*
6 *Calderon*, 197 F.3d 1253, 1254 n. 1 (9th Cir. 1999) (en banc)); see also *Kona Enters Inc. v.*
7 *Estate of Bishop*, 229 F.3d 877, 890 (9th Cir. 2000). A motion to reconsider must set forth the
8 following: (1) some valid reason why the court should revisit its prior order; and (2) facts or law
9 in support of reversing the prior decision. *Frasure v. United States*, 256 F.Supp.2d 1180, 1183
10 (D.Nev. 2003).

11 12 **IV. LEGAL ARGUMENT**

13 On March 18, 2016, the Nevada Supreme Court issued an opinion in *Stone Hollow Ave.*
14 *Trust v. Bank of Am.*, 2016 Nev. LEXIS 203 (Nev. Mar. 18, 2016) The entirety of that 1-page
15 decision is as follows (with relevant portions in bold):

16 The district court found that respondent had tendered the
17 superpriority lien amount to Heritage Estates Homeowners
18 Association, but that Heritage nevertheless conducted a foreclosure
19 sale at which appellant purchased the subject property for \$6,700.
20 **Over appellant's objection that it was a bona fide purchaser,**
21 **the district court granted summary judgment in favor of**
22 **respondent**, reasoning that Heritage's rejection of respondent's
23 tender resulted in appellant taking title to the property subject to
24 respondent's deed of trust.

25 **This court addressed a similar fact pattern in *Shadow Wood***
26 ***Homeowners Ass'n, Inc. v. New York Community Bancorp, Inc.*,**
27 **132 Nev. Adv. Op. 5, P.3d, 2016 Nev. LEXIS 5 (2016). In *Shadow***
28 ***Wood*, we recognized that a quiet title action is equitable in nature**
and, as such, a court must consider the "entirety of the
circumstances that bear upon the equities." Id. In particular, we
noted that when a putative bona fide purchaser has no notice of
a pre-sale dispute between a tendering party and an HOA, the
district court must take into account the potential harm to the
bona fide purchaser when fashioning its equitable remedy.

1 Here, as in Shadow Wood, appellant proclaimed to be a bona fide
2 purchaser, and there is no evidence in the record to suggest that
3 appellant had notice of the pre-sale dispute between respondent
4 and Heritage. **Because the district court did not take into**
5 **account appellant's putative status as a bona fide purchaser**
6 **when it granted summary judgment, we conclude that**
7 **summary judgment in respondent's favor may not have been**
8 **proper.** Accordingly, we ORDER the judgment of the district
9 court VACATED AND REMAND this matter to the district court
10 for proceedings consistent with this order.

11 It is abundantly clear from the Nevada Supreme Court's order that Plaintiff, as a bona
12 fide purchaser, is entitled to the protections afforded by the abundance of case law cited in
13 Plaintiff's Motion for Reconsideration. Defendant, however, materially misrepresents the
14 holdings of *Shadow Wood Homeowners Ass'n v. New York Cmty. Bancorp. Inc.*, 366 P.3d 1105,
15 2016 Nev. LEXIS 5, 132 Nev. Adv. Rep. 5 (Nev. 2016).

16 In its opening paragraph Defendant states that *Shadow Wood* "found the bona fide
17 purchaser doctrine only applies if there is a valid HOA foreclosure sale." Yet, Defendant does
18 not point to any section, page, line, or quotation to support this contention. They do not cite
19 directly to any portion of the *Shadow Wood* holding, because it **does not contain** such a holding.
20 If the bona fide purchaser doctrine only protects parties to sales without defect, then it serves no
21 purpose at all. To the contrary, as fully explained in Plaintiff's motion for reconsideration, the
22 bona fide purchaser doctrine protects those parties who have no notice of a defect in an
23 underlying sale. "The decisions are uniform that the bona fide purchaser of a legal title is not
24 affected by any latent equity founded either on a trust, [e]ncumbrance, or otherwise, of which he
25 has no notice, actual or constructive." *Shadow Wood Homeowners Ass'n v. New York Cmty.*
26 *Bancorp. Inc.*, 366 P.3d 1105, 2016 Nev. LEXIS 5, 132 Nev. Adv. Rep. 5 (Nev. 2016)

27 At page 7 of its Opposition to Plaintiff's Motion for Reconsideration, Defendant again
28 materially misrepresents the state of Nevada Law regarding bona fide purchasers. While
29 Defendant correctly contends that, to be bona fide, a buyer must give value for a property
30 without notice of a competing or superior interest, it misstates that "the deed of trust constitutes a

1 competing or superior interest of which Plaintiffs had actual or constructive notice prior to their
2 purchase of the property.” This claim is in direct contradiction to the holding in *Shadow Wood*:

3
4 “As to notice, NYCB submits that "the simple fact that the HOA
5 trustee is attempting to sell the property, and divest the title owner
6 of its interest, is enough to impart constructive notice onto the
7 purchaser that there may be an adverse claim to title." Essentially,
8 then, NYCB 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.”

9 *Shadow Wood Homeowners Ass'n v. New York Cmty. Bancorp. Inc.*, 366 P.3d 1105, 2016 Nev.
10 LEXIS 5, 132 Nev. Adv. Rep. 5 (Nev. 2016)

11 It is clear from the record there was no defect in the underlying sale. While Defendant
12 accurately points out that the superpriority lien does not include the costs of collection or
13 attorney’s fees, they inaccurately contend that the super priority amount is “nine months of
14 assessments.” NRS 116 and *SFR* **both** make expressly clear that an HOA lien is superior to a
15 first deed of trust “to the extent of any [maintenance and nuisance-abatement] charges incurred
16 by the association on a unit pursuant to NRS 116.310312 and to the extent of the assessments for
17 common expenses [i.e., HOA dues] based on the periodic budget adopted by the association
18 pursuant to NRS 116.3115 **which would have become due in the absence of acceleration**
19 **during the 9 months immediately preceding institution of an action to enforce the lien”.**
20 *SFR Invs. Pool 1, LLC v. U.S. Bank, N.A.*, 334 P.3d 408, 2014 Nev. LEXIS 88, 130 Nev. Adv.
21 Rep. 75 (Nev. 2014) It is undisputed that the HOA in this case collects an annual assessment the
22 entirety of which came due in the nine months preceding the action to enforce the lien. The
23 annual assessment is \$216, whereas the Defendant alleges to have tendered \$162.00. As a result,
24 the HOA was well within its rights to reject the tender. Specifically, Defendant made its
25 purported tender with the following conditions:

1 Our client has authorized us to make payment to you in the amount of \$162.00 to satisfy its obligations to
2 the HOA as a holder of the first deed of trust against the property. Thus, enclosed you will find a
3 cashier's check made out to Red Rock Financial Services in the sum of \$162.00, which represents the
4 maximum 9 months worth of delinquent assessments recoverable by an HOA. This is a non-negotiable
5 amount and any endorsement of said cashier's check on your part, whether express or implied, will be
6 strictly construed as an unconditional acceptance on your part of the facts stated herein and express
7 agreement that BANA's financial obligations towards the HOA in regards to the real property located at
8 7883 Tahoe Ridge Court have now been "paid in full".

9 By making its offer "non-negotiable" and coupled with the condition that "any
10 endorsement of said cashier's check on you part, whether express or implied with be strictly
11 construed as... express agreement that BANA's financial obligations towards the HOA in
12 regards to the real property... have now been 'paid in full'" it justified the HOA's rejection.

13 Nevada case law provides that where a payment is tendered for less than the amount
14 expected and is tendered with conditions, rejection thereof is reasonable. See *Cty. of Clark v.*
15 *Blanchard Constr. Co.*, 98 Nev. 488, 493, 653 P.2d 1217, 1221 (1982) ("[W]e conclude that
16 Empire did not act unreasonably in refusing the tendered check. The check which Empire
17 refused contained the following notation: 'Acceptance of this check pays our account in full on
18 Firestation No. 21 . . . and is not subject to audit thereafter.' Blanchard, of course, actually owed
19 Empire an additional \$ 4,025.00, which it was seeking to collect from Clark County in
20 arbitration. For that reason, payment of the \$ 884.38 would not constitute payment in full.
21 Regardless of whether Empire could have accepted the conditional check and reserved its rights
22 to pursue further claims, it surely was under no affirmative duty to do so."). Additional case law
23 on this point is provided in Plaintiff's Motion for Reconsideration and Supplement in Support of
24 its Motion for Summary Judgment.

25 Because the HOA was justified in rejecting the tender offer, there is no defect in the sale.
26 Because there is no defect in the sale, it unquestionably extinguished Defendant's deed of trust.
27 However, even if the Court finds the rejection improper, Defendant cannot validly point to any
28 fact or evidence that Plaintiffs had notice of the tender. As a result, this court should reconsider
and reverse its previous holding and grant Plaintiffs' Motion for Summary Judgement.

1
2 **V. CONCLUSION**

3 In light of the controlling authority described in *Shadow Wood, Stone Hollow, and Blanchard*
4 *Constr. Co*, Plaintiffs request that this Court grant their Motion for Reconsideration, and in turn
5 grant Plaintiff's Motion for Summary Judgment as to all relief sought in Plaintiffs' complaint.
6

7 Dated this 13th day of April, 2016.

8 The Law Office of Mike Beede, PLLC

9 /s/Michael Beede

10 By: MICHAEL BEEDE, Esq.
11 Law Office of Michael Beede
12 Nevada Bar No. 13068
13 2300 W. Sahara Ave. #420
14 Las Vegas, NV 89102
15 Attorney for Plaintiffs
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1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I certify that I am an employee of The Law Office of Mike Beede,
3 PLLC and that on the 13th day of May, 2016, I did cause a true and correct copy of the foregoing
4 **PLAINTIFFS’ MOTION FOR SUMMARY JUDGMENT** to be served upon each of the parties
5 listed below via electronic service through the Eighth Judicial District Court’s Odessey E-File and
6 Serve System:
7

8 **Akerman LLP**

Name	Email	Select	
Akerman Las Vegas Office	<u>akermanlas@akerman.com</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Ariel E. Stern, Esq.	<u>ariel.stern@akerman.com</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

11

12 By: /s/ Jennifer Case
13 Jennifer Case, an Employee of
14 The Law Offices of Mike Beede, PLLC
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**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Title to Property

COURT MINUTES

May 18, 2016

A-14-710465-C Anthony S Noonan IRA LLC, Plaintiff(s)
vs.
Matthew Bigam, Defendant(s)

May 18, 2016

9:00 AM

All Pending Motions

HEARD BY: Earley, Kerry

COURTROOM: RJC Courtroom 16B

COURT CLERK: Skye Endresen

REPORTER: JoAnn Melendez

PARTIES

PRESENT:

Beede, Michael
Parvan, Christine

Attorney for Pltfs'
Attorney for Deft. Nationstar
Mortgage, LLC and US Bank, N.A.

JOURNAL ENTRIES

- PLAINTIFF'S MOTION FOR RECONSIDERATION OF THE ORDER DENYING PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT ... DEFENDANTS NATIONSTAR MORTGAGE LLC AND US BANK NA'S MOTION TO STRIKE PLAINTIFFS' MOTION FOR RECONSIDERATION OF ORDER DENYING PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT OR, IN THE ALTERNATIVE, OPPOSITION TO PLAINTIFFS' MOTION

Drew Starbuck, Esq. present on behalf of Defendant Republic Silver State Disposal Inc.

Mr. Beede argued there was a mistake of fact in the Court's ruling to deny Plaintiff's Motion for Summary Judgment, noting that the HOA collects their fees annually in the amount of \$216.00, which came due six months prior to the action to enforce the lien, and Bank of America made a non-negotiable offer of \$162.00 which was insufficient. Mr. Beede further argued that the offer was rejected as it should have been the entire amount that came due and not a pro-rated amount. Ms. Parvan argued the amount offered was \$116.00 because when the annual fee is broken down monthly, it amounts to \$18.00 per month, therefore Bank of America made their offer based on 9 months of assessments. Ms. Parvan further argued that Plaintiff's were not the bona fide purchasers. COURT ORDERED, Plaintiff's Motion for Reconsideration taken UNDER SUBMISSION; Deft's

PRINT DATE: 05/26/2016

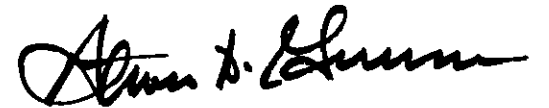
Page 1 of 2

Minutes Date: May 18, 2016

Motion to Strike DENIED.

CLERK'S NOTE: Pursuant to further in-chambers consideration of the oral arguments presented, as well as the points, authorities, and exhibits submitted in support of Plaintiff's Motion for Reconsideration of the Order Denying Plaintiff's Motion for Summary Judgment, the Court FINDS Plaintiff has not shown the existence of a manifest error of law or fact upon which the Order was based. Further, Plaintiff has not presented newly-discovered or previously unavailable evidence, nor that there was an intervening change in controlling law, nor that the Motion was necessary to prevent manifest injustice. Thus, the Court orders Plaintiff's Motion for Reconsideration DENIED. Counsel for the Defendant to prepare the Order, to be approved as to form and content by counsel for the Plaintiff. aw 5/26/16

CLERK'S NOTE: The above minute order has been distributed to: Michael Beede, Esq., (mike@legallv.com), Christine Parvan, Esq., (christine.parvan@akerman.com) and Drew Starbuck, Esq., (dstarbuck@dhwlawlv.com). aw 5/26/16



CLERK OF THE COURT

NEO

ARIEL E. STERN, ESQ.

Nevada Bar No. 8276

CHRISTINE M. PARVAN, ESQ.

Nevada Bar No. 10711

AKERMAN LLP

1160 Town Center Drive, Suite 330

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Facsimile: (702) 380-8572

Email: darren.brenner@akerman.com

donna.wittig@akerman.com

Attorneys for Defendants Nationstar

Mortgage LLC & U.S. Bank, N.A.

EIGHTH JUDICIAL DISTRICT COURT

DISTRICT OF 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 ORDER DENYING
PLAINTIFFS' AND NATIONSTAR
MORTGAGE LLC'S AND U.S. BANK
N.A.'S MOTIONS FOR SUMMARY
JUDGMENT**

PLEASE TAKE NOTICE that on April 26, 2016, the District Court Judge entered an order denying Plaintiffs Anthony S. Noonan IRA, LLC, Lou Noonan and James M. Allred IRA, LLC (collectively, **Plaintiffs**) and 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**), by and through their attorneys of record, MOTIONS FOR SUMMARY JUDGMENT.

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A true and correct copy of the order is attached hereto as **Exhibit 1**.
DATED this 23rd day of May, 2016.

AKERMAN LLP

/s/ Christine M. Parvan, Esq.
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
Telephone: (702) 634-5000
Facsimile: (702) 380-8572

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of Akerman LLP, and that on this 23rd day of May, 2016 I caused to be served a true and correct copy of foregoing **NOTICE OF ENTRY ORDER DENYING PLAINTIFFS' AND NATIONSTAR MORTGAGE LLC'S AND U.S. BANK N.A.'S MOTIONS 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.

/s/ Michael Hannon

An employee of AKERMAN LLP

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EXHIBIT 1


EXHIBIT 1

ORDR

1 ARIEL E. STERN, ESQ.
Nevada Bar No. 8276
2 CHRISTINE M. PARVAN, ESQ.
Nevada Bar No. 10711
3 AKERMAN LLP
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4 Las Vegas, Nevada 89144
Telephone: (702) 634-5000
5 Facsimile: (702) 380-8572
Email: ariel.stern@akerman.com
6 Email: christine.parvan@akerman.com

7 *Attorneys for Defendants Nationstar*
8 *Mortgage LLC & U.S. Bank, N.A.*

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CLERK OF THE COURT

9 DISTRICT COURT
10 CLARK COUNTY, NEVADA

11 ANTHONY S. NOONAN IRA, LLC; and LOU
12 NOONAN; and JAMES M. ALLRED IRA,
13 LLC;

14 Plaintiff,

15 v.

16 MATTHEW M. BIGAM; and REPUBLIC
17 MORTGAGE; and REPUBLIC MORTGAGE,
18 LLC; and U.S. BANK NATIONAL
ASSOCIATION EE; and BANK OF AMERICA,
N.A.; and NATIONSTAR MORTGAGE, LLC;
and ROE CORPORATIONS I-V, inclusive,

19 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**

20 Plaintiffs Anthony S. Noonan IRA, LLC, Lou Noonan and James M. Allred IRA, LLC
21 (collectively, **Plaintiffs**) filed a Motion for Summary Judgment on June 10, 2015. Defendants
22 Nationstar Mortgage, LLC (**Nationstar**) and U.S. Bank N.A., as Trustee for Certificateholders of
23 Citigroup Mortgage Loan Trust Inc., Mortgage pass-through certificates, Series 2007-AR07 (**U.S.**
24 **Bank**) (collectively, **Defendants**) filed a Motion for Summary Judgment on July 6, 2015. On March
25 2, 2016, these matters came before the Court. At oral argument, the Court permitted the parties to
26 conduct additional discovery and permitted further briefing on the parties' respective motions for
27 summary judgment. A hearing for supplemental briefing was set for April 13, 2016. Pursuant to the
28 March 2, 2016 hearing, the parties' submitted their respective supplemental briefings. The Court,

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

3 **Findings of Fact**

- 4 1. In February 2007, Matthew and Leah Bigam purchased the property. The Bigams financed
5 ownership of the property by way of a loan with Republic Mortgage LLC in the amount of
6 \$479,400.00 secured by a deed of trust (the **senior deed of trust**) dated February 17, 2009.
- 7 2. On October 3, 2011, U.S. Bank was assigned the deed of trust. Bank of America, N.A., and
8 later Nationstar, serviced the loan.
- 9 3. The property is located in Coronado Ranch Landscape Maintenance Association (**the HOA**).
- 10 4. Monthly assessments on the property are \$18.
- 11 5. On April 26, 2011, the HOA through its agent, Red Rock Financial Services (**Red Rock**)
12 recorded a notice of delinquent assessment lien. In the notice, the HOA stated the Bigams
13 owed \$730.92, which includes assessments, late fees, interest, fines/violations and collection
14 fees and costs.
- 15 6. On June 21, 2011, the HOA, through its agent Red Rock, recorded a notice of default and
16 election to sell to satisfy the delinquent assessment lien. The notice states the amount due to
17 the HOA was \$1,775.62, but does not specify whether it includes assessments, interest, fees
18 and collection costs in addition to assessments.
- 19 7. On July 25, 2011, after the HOA recorded its notice of default, Miles Bauer Bergstrom &
20 Winters (**Miles Bauer**), a law firm retained by Bank of America, N.A. (**BANA**), the loan
21 servicer at the time for U.S. Bank's predecessor, Republic Mortgage, contacted the HOA,
22 care of Red Rock, and requested a ledger identifying the super-priority amount allegedly
23 owed to the HOA.
- 24 8. In response, the HOA provided a ledger, dated August 10, 2011, identifying the total amount
25 allegedly owed.
- 26 9. Based on the annual assessment amount identified in the HOA's August 10, 2011 ledger,
27 BANA accurately calculated the sum of nine months of common assessments as \$162.00 and
28 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.

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.

...

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

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., as trustee*

Approved as to form and content:
THE LAW OFFICE OF MIKE BEEDE



Michael Beede, Esq.

Nevada Bar No.

2300 W Sahara Ave, Fourth Floor

Las Vegas, Nevada 89102

1 **THEREFORE, IT IS HEREBY ORDERED THAT:**

- 2 1. Defendants' Motion for Summary Judgment is DENIED.
- 3 2. Plaintiffs' Motion for Summary Judgment is DENIED.
- 4 3. The parties may engage in discovery to determine the nature and amount of the charges
- 5 incurred against the subject property.
- 6 4. Defendants shall be permitted to pay only those amounts included in the superpriority lien to
- 7 preserve their interest in the subject property by way of the senior Deed of Trust.
- 8 5. The hearing on this matter set for April 13, 2016, at 9:00 a.m. is off calendar.

9 DATED this 26 day of April, 2016.

10 
11 DISTRICT COURT JUDGE 

12 **Submitted By:**

13 **AKERMAN LLP**

14 
15 ARIEL E. STERN, ESQ.

16 Nevada Bar No. 8276

17 CHRISTINE M. PARVAN, ESQ.

18 Nevada Bar No. 10711

1160 Town Center Drive, Suite 330

Las Vegas, Nevada 89144

19 *Attorneys for Nationstar Mortgage LLC and*
20 *U.S. Bank, N.A., as trustee*

21 ~~**Approved as to form and content:**~~

22 ~~**THE LAW OFFICE OF MIKE BEEDE**~~

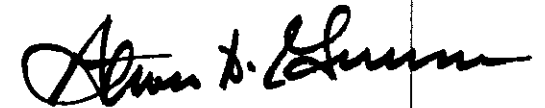
23 ~~Michael Beede, Esq.~~

24 ~~Nevada Bar No.~~

25 ~~2300 W Sahara Ave, Fourth Floor~~

26 ~~Las Vegas, Nevada 89102~~

AFFIDAVIT OF SERVICE



CLERK OF THE COURT

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, STATE OF NEVADA

ANTHONY S. NOONAN IRA, LLC; et al.,

Plaintiff(s)

v.

MATTHEW M. BIGAM; et al.,

Defendant(s)

Case No.:A-14-710465-C

Rex D. Garner, Esq. Bar No. 9401

AKERMAN LLP

1160 Town Center Dr. # 330

Las Vegas, NV 89144

(702) 634-5000

Attorneys for the Defendant Nationstar/ U.S. Bank

Client File# 295406-Bigham

I, Judith Mae All, being sworn, states: That I am a licensed process server registered in Nevada. I received a copy of the Subpoena For Deposition of Rule 30(b)(6) Witness For Red Rock Financial Services, LLC, from AKERMAN LLP

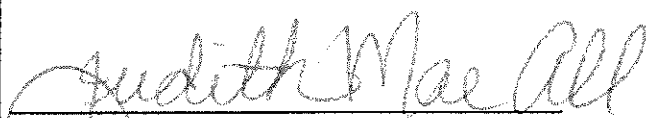
That on 9/14/2016 at 1:15 PM I served the above listed documents to Nevada Rule of Civil Procedure 30(b)(6) Witness for Red Rock Financial Services - c/o CSC Services of Nevada Inc., Registered Agent by personally delivering and leaving a copy at 2215-B Renaissance Drive, Las Vegas, NV 89119 with Taylor Lee - Customer Service Specialist, a person of suitable age and discretion, authorized by Registered Agent to accept service of process at the above address shown on the current certificate of designation filed with the Secretary of State.

That the description of the person actually served is as follows:

Gender: Female, Race: Caucasian, Age: 20's, Height: 5'6", Weight: 130 lbs., Hair: Dark Purple/Lavender, Eyes:Brown

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

Date: 9/20/16



Judith Mae All
Registered Work Card# R-040570
State of Nevada

(No Notary Per NRS 53.045)

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



Order #:NV37114
Their File 295406-Bigham

AFFIDAVIT OF SERVICE

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, STATE OF NEVADA


CLERK OF THE COURT

ANTHONY S. NOONAN IRA, LLC; et al.,

Plaintiff(s)

v.

MATTHEW M. BIGAM; et al.,

Defendant(s)

Case No.:A-14-710465-C
Rex D. Garner, Esq. Bar No. 9401
AKERMAN LLP
1160 Town Center Dr. # 330
Las Vegas, NV 89144
(702) 634-5000
Attorneys for the Nationstar/U.S. Bank
Client File# 295406-Bigham

I, Tanner Trewet, being sworn, states: That I am a licensed process server registered in Nevada. I received a copy of the Subpoena Duces Tecum To Coronado Ranch Landscape Maintenance Association: Subpoena for Deposition of Rule 30(b)(6) Witness for Coronado Ranch Landscape Maintenance Association, from AKERMAN LLP

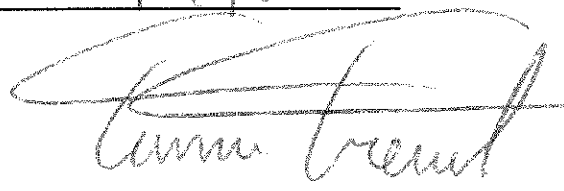
That on 9/14/2016 at 12:00 PM I served the above listed documents to Custodian of Records for Coronado Ranch Landscape Maintenance Association - c/o FirstService Residential Nevada, LLC, Registered Agent by personally delivering and leaving a copy at 8290 Arville Street, Las Vegas, NV 89139 with Amber Larson - Executive Assistant, a person of suitable age and discretion, authorized by Registered Agent to accept service of process at the above address shown on the current certificate of designation filed with the Secretary of State.

That the description of the person actually served is as follows:

Gender: Female, Race: Caucasian, Age: 20's, Height: 5'9", Weight: 150 lbs., Hair: Blonde, Eyes:Blue

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

Date: 9/19/2016

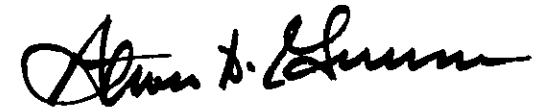

Tanner Trewet
Registered Work Card# R-075655
State of Nevada

(No Notary Per NRS 53.045)

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(702) 385-5444
Nevada Lic # 1656



Order #:NV37115
Their File 295406-Bigham



CLERK OF THE COURT

MSJD

ARIEL E. STERN, ESQ.

Nevada Bar No. 8276

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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
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

/s/ Rex D. Garner

ARIEL E. STERN, ESQ.

Nevada Bar No. 8276

REX D. GARNER, ESQ.

Nevada Bar No. 9401

1160 Town Center Drive, Suite 330

Las Vegas, Nevada 89144

*Attorneys for Nationstar Mortgage LLC and
U.S. Bank, N.A., as trustee*

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.

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 Bigams owed to 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 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)(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.

1 to NRS 116.3115 which would have become due in the absence of acceleration during the 9 months
2 immediately preceding institution of the action taken in this case to enforce the lien." Ex. A at p. 3.
3 Therefore, "Without further discovery, this Court cannot determine whether Defendants' preliminary
4 estimate of 9 months of the HOA's monthly assessments encompasses the entirety of the
5 superpriority portion of the HOA's lien." *Id.*

6 Two days after this Court's April 26, 2016 Order, the Nevada Supreme Court clarified the
7 limits of the superpriority portion of an HOA's lien under NRS 116.3116. *Horizons at Seven Hills*
8 *Homeowners Ass'n v. Ikon Holdings, LLC*, 132 Adv. Op. 35, at 13, 373 P.3d 66, 72 (April 28, 2016)
9 ("Taking into consideration the legislative intent, the statute's text, and statutory construction
10 principles, we conclude the superpriority lien granted by NRS 116.3116(2) does not include an
11 amount for collection fees and foreclosure costs incurred; rather it is limited to an amount equal to
12 the common expense assessments due during the nine months before foreclosure.").

13 Accordingly, NRS 116.3116(2) means what it says—that the superpriority portion of an
14 HOA's lien is limited to 9 months' worth of assessments and anything incurred by the HOA under
15 NRS 116.310312. NRS 116.310312, in turn, includes only charges an HOA incurs to abate or
16 remove a public nuisance on the property or to maintain the exterior of the unit in accordance with
17 the standards of the governing documents. NRS 116.310312(2)(a) and (b).

18 **B. The sole fact issue remaining can no longer be genuinely disputed.**

19 To remove any doubt as to the amount of the HOA's superpriority lien, the Banks took the
20 depositions of both the HOA and the HOA collection agent and subpoenaed their records related to
21 this property. In both documents and in testimony, the HOA confirmed that although billed
22 annually, the monthly assessment was \$18.³ Ex. B (HOA testimony at 7:12–16, 8:18–25, and 12:4–
23 11) and Ex. B to that testimony (2011 budget, labeled HOA 780–81).

24
25 ³ Defendants anticipate that Plaintiffs will argue that because the HOA billed annually, the Banks
26 should have tendered the annual assessment amount of \$216 rather than the \$162 actually tendered.
27 Plaintiffs will support this argument with *zero* legal authority, and their argument directly contradicts
28 what the statute 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.

1 In addition, the records and the witnesses confirmed that no charges for removal or
2 abatement of a public nuisance were included in the HOA's lien and no charges related to
3 maintaining the home's exterior were included. Ex. B (2011 and 2014 account ledger, labelled HOA
4 661–62 and HOA 210–14). The testimony was clear:

5 Q: Do you see anything in this ledger, any charges related to the removal or abatement of
6 any public nuisances?

7 A: No.

8 Q: Do you see any charges related to maintaining the exterior of the unit?

9 A: No.

10 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?

11 A: Yes.

12 Q: And same questions, following the January 1st, 2011 entry and moving forward
13 through the five pages of this exhibit, do you see any charges here related to the
maintenance of the exterior of the unit?

14 A: No.

15 Q: Do you see any charges related to abatement or removal of any public nuisance?

16 A: No.

17 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
18 (same absence of charges under NRS 116.310312).

19 **C. The facts and laws support judgment in The Banks' favor.**

20 The Court already found that the bank tendered a full 9 months' worth of assessments. Ex. A
21 at Finding No. 9. And because the HOA's lien did *not* include any charges under NRS 116.310312,
22 the maximum superpriority portion of the lien was \$18 multiplied by 9 months, or \$162—the very
23 amount that the bank tendered. *Id.*

24 Therefore, no remaining issue that is both genuinely disputed and material to the outcome of
25 this lawsuit remains to be decided. The Banks request final judgment in their favor.

1 **D. Plaintiffs' argument about being *bona fide* purchasers, although disputed, is not**
2 **material.**

3 Plaintiffs will argue that the Court cannot grant judgment for The Banks because they are
4 *bona fide* purchasers. Putting aside for the time being that Plaintiffs bear the burden of proving this
5 fact⁴, which they cannot prove, their status as *bona fide* purchasers is not material to the Court's
6 decision. Only *material* facts under the current state of law matter to the Court's decision, so this
7 issue (however unproven and disputed) cannot legally prevent summary judgment. *See Wood v.*
8 *Safeway, Inc.*, 121 Nev. 724, 729, 121 P.3d 1026, 1030 (2005) ("[T]he substantive law will identify
9 which facts are material. *Only* disputes over *facts that might affect the outcome* of the suit under the
10 governing law will properly preclude the entry of summary judgment."), *quoting Anderson v. Liberty*
11 *Lobby, Inc.*, 477 U.S. 242, 247–48, 106 S.Ct. 2505, 2505 (1986) (emphasis added).

12 The reason Plaintiffs' status as bona fide purchasers is immaterial is the Nevada Supreme
13 Court's August 2016 decision in *Stone Hollow Avenue Trust v. Bank of America, N.A.*, No. 64955,
14 2016 WL 4543202, *1 (Nev. Aug. 11, 2016) (*Stone Hollow II*), attached hereto as **Exhibit D**. *Stone*
15 *Hollow II* reversed an earlier decision dated March 18, 2016, wherein the Nevada Supreme Court
16 had reversed a summary judgment in Bank of America's favor. *Stone Hollow Avenue Trust v. Bank*
17 *of America*, 2016 WL 1109167, *1 (Nev. Mar. 18, 2016) (*Stone Hollow I*), attached as **Exhibit E**.
18 The summary judgment had been based on a pre-sale tender. *Id.* The Nevada Supreme Court in
19 *Stone Hollow I* found that despite tender, the district court should have considered the potential harm
20 to the buyer, and that the buyer could be a *bona fide* purchaser for value. *Id.*

21 Bank of America petitioned for reconsideration of *Stone Hollow I*, arguing that tender
22 discharges the lien as a matter of law, making equitable doctrines like *bona fide* purchaser
23 inapplicable. On August 11, 2016, the Nevada Supreme Court granted the reconsideration petition
24 and agreed with Bank of America, issuing an opinion reversing *Stone Hollow I*. **Ex. D**. The three-
25 justice panel found that pre-sale tender satisfies the superpriority portion of the HOA's lien
26 regardless of the HOA's rejection of tender. *Id.* This demonstrates that tender of the proper amount,
27 whether rejected or not, redeems the priority of a first deed of trust without regard to whether the

28 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").

1 purchaser of the property at HOA lien sale is a *bona fide* purchaser. Although unpublished, the
2 *Stone Hollow II* decision is persuasive because it reveals how the Nevada Supreme Court would
3 likely rule in this and every other similar case involving tender of the superpriority portion of an
4 HOA lien, especially considering all three members of the panel were in the majority in the 2014
5 *SFR Investments* decision. See NRAP 36(c)(3) (authorizing citation to unpublished opinions). And
6 this Court got it right in its April 2016 Order even *before Ikon* and *Stone Hollow II* were handed
7 down.

8 Even if *bona fide* purchaser status were relevant, Plaintiffs could not prove it entitles them to
9 take free and clear of a pre-existing recorded deed because they do not dispute that the bank's deed
10 was recorded well before their purchase of this property, and Nevada law imposes on them
11 constructive notice.⁵ See NRS 111.320 ("instrument of writing, acknowledged or proved and
12 certified, and recorded . . . must . . . impart notice to all persons of the contents thereof; and
13 subsequent purchasers and mortgagees shall be deemed to purchase and take with notice."); *see also*
14 *Hewitt v. Glaser Land & Livestock Co.*, 97 Nev. 207, 208, 626 P.2d 268, 268-69 (1981); *Allison*
15 *Steel Mfg. Co. v. Bentonite, Inc.*, 86 Nev. 494, 497, 471 P.2d 666, 668 (1970); *Berger v. Fredericks*,
16 95 Nev. 183, 189, 591 P.2d 246, 249 (1979) ("The authorities are unanimous in holding that [the
17 purchaser] has notice of whatever the search would disclose.").

18 Hence, because Plaintiffs' arguments concerning *bona fide* status are not legally relevant and
19 they are unprovable, they are no obstacle to final judgment in The Banks' favor.

20 ///

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22
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⁵ In addition, the Court could take judicial notice of the publicly recorded deed under NRS 47.130.

1 **IV. CONCLUSION**

2 The Court adjudicated nearly all of this case on its merits in April 2016. Now, having
3 removed any doubt as to the sole remaining factual issue, Nationstar and U.S. Bank request that the
4 Court enter final judgment in their favor on all claims and enter a judgment declaring that the deed
5 of trust survived the HOA's lien sale and plaintiffs took title subject thereto.

6 DATED this 10th day of November, 2016.

7 **AKERMAN LLP**

8 /s/ Rex D. Garner

9 ARIEL E. STERN, ESQ.

10 Nevada Bar No. 8276

11 REX D. GARNER, ESQ.

12 Nevada Bar No. 9401

13 1160 Town Center Drive, Suite 330

14 Las Vegas, Nevada 89144

15 *Attorneys for Nationstar Mortgage*
16 *LLC and U.S. Bank, N.A., as trustee*

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:

Mike Beede Esq.		
	Contact	Email
	EService	EserviceLegalLV@gmail.com
The Law Office of Mike Beede, PLLC		
	Contact	Email
	Mike Beede	Mike@legallv.com
Williams & Associates		
	Contact	Email
	Donald H. Williams, Esq.	dwilliams@dhwlawlv.com
	Robin Gullo	rgullo@dhwlawlv.com
Williams & Associates		
	Contact	Email
	Drew Starbuck, Esq.	dstarbuck@dhwlawlv.com

/s/ Michael Hannon

An employee of AKERMAN LLP

ORDR

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Nevada Bar No. 8276
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7 *Attorneys for Defendants Nationstar*
8 *Mortgage LLC & U.S. Bank, N.A.*

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CLERK OF THE COURT

9 DISTRICT COURT
10 CLARK COUNTY, NEVADA

11 ANTHONY S. NOONAN IRA, LLC; and LOU
12 NOONAN; and JAMES M. ALLRED IRA,
13 LLC;

14 Plaintiff,

15 v.

16 MATTHEW M. BIGAM; and REPUBLIC
17 MORTGAGE; and REPUBLIC MORTGAGE,
18 LLC; and U.S. BANK NATIONAL
ASSOCIATION EE; and BANK OF AMERICA,
N.A.; and NATIONSTAR MORTGAGE, LLC;
and ROE CORPORATIONS I-V, inclusive,

19 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**

20 Plaintiffs Anthony S. Noonan IRA, LLC, Lou Noonan and James M. Allred IRA, LLC
21 (collectively, **Plaintiffs**) filed a Motion for Summary Judgment on June 10, 2015. Defendants
22 Nationstar Mortgage, LLC (**Nationstar**) and U.S. Bank N.A., as Trustee for Certificateholders of
23 Citigroup Mortgage Loan Trust Inc., Mortgage pass-through certificates, Series 2007-AR07 (**U.S.**
24 **Bank**) (collectively, **Defendants**) filed a Motion for Summary Judgment on July 6, 2015. On March
25 2, 2016, these matters came before the Court. At oral argument, the Court permitted the parties to
26 conduct additional discovery and permitted further briefing on the parties' respective motions for
27 summary judgment. A hearing for supplemental briefing was set for April 13, 2016. Pursuant to the
28 March 2, 2016 hearing, the parties' submitted their respective supplemental briefings. The Court,

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

3 **Findings of Fact**

- 4 1. In February 2007, Matthew and Leah Bigam purchased the property. The Bigams financed
5 ownership of the property by way of a loan with Republic Mortgage LLC in the amount of
6 \$479,400.00 secured by a deed of trust (the **senior deed of trust**) dated February 17, 2009.
- 7 2. On October 3, 2011, U.S. Bank was assigned the deed of trust. Bank of America, N.A., and
8 later Nationstar, serviced the loan.
- 9 3. The property is located in Coronado Ranch Landscape Maintenance Association (**the HOA**).
- 10 4. Monthly assessments on the property are \$18.
- 11 5. On April 26, 2011, the HOA through its agent, Red Rock Financial Services (**Red Rock**)
12 recorded a notice of delinquent assessment lien. In the notice, the HOA stated the Bigams
13 owed \$730.92, which includes assessments, late fees, interest, fines/violations and collection
14 fees and costs.
- 15 6. On June 21, 2011, the HOA, through its agent Red Rock, recorded a notice of default and
16 election to sell to satisfy the delinquent assessment lien. The notice states the amount due to
17 the HOA was \$1,775.62, but does not specify whether it includes assessments, interest, fees
18 and collection costs in addition to assessments.
- 19 7. On July 25, 2011, after the HOA recorded its notice of default, Miles Bauer Bergstrom &
20 Winters (**Miles Bauer**), a law firm retained by Bank of America, N.A. (**BANA**), the loan
21 servicer at the time for U.S. Bank's predecessor, Republic Mortgage, contacted the HOA,
22 care of Red Rock, and requested a ledger identifying the super-priority amount allegedly
23 owed to the HOA.
- 24 8. In response, the HOA provided a ledger, dated August 10, 2011, identifying the total amount
25 allegedly owed.
- 26 9. Based on the annual assessment amount identified in the HOA's August 10, 2011 ledger,
27 BANA accurately calculated the sum of nine months of common assessments as \$162.00 and
28 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.

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.

...

1 10. The hearing on this matter set for April 13, 2016, at 9:00 a.m. is off calendar.

2 DATED this _____ day of April, 2016.

3
4 **DISTRICT COURT JUDGE**

5
6 ***Submitted By:***
7 **AKERMAN LLP**

8 /s/ Christine M. Parvan

9 ARIEL E. STERN, ESQ.

10 Nevada Bar No. 8276

11 CHRISTINE M. PARVAN, ESQ.

12 Nevada Bar No. 10711

13 1160 Town Center Drive, Suite 330

14 Las Vegas, Nevada 89144

15 *Attorneys for Nationstar Mortgage LLC and*
16 *U.S. Bank, N.A., as trustee*

17 ***Approved as to form and content:***
18 **THE LAW OFFICE OF MIKE BEEDE**

19 
20 Michael Beede, Esq.

21 Nevada Bar No.

22 2300 W Sahara Ave, Fourth Floor

23 Las Vegas, Nevada 89102

1 **THEREFORE, IT IS HEREBY ORDERED THAT:**

- 2 1. Defendants' Motion for Summary Judgment is DENIED.
- 3 2. Plaintiffs' Motion for Summary Judgment is DENIED.
- 4 3. The parties may engage in discovery to determine the nature and amount of the charges
- 5 incurred against the subject property.
- 6 4. Defendants shall be permitted to pay only those amounts included in the superpriority lien to
- 7 preserve their interest in the subject property by way of the senior Deed of Trust.
- 8 5. The hearing on this matter set for April 13, 2016, at 9:00 a.m. is off calendar.

9 DATED this 26 day of April, 2016.

10 
DISTRICT COURT JUDGE 

11 **Submitted By:**

12 **AKERMAN LLP**

13 
14 ARIEL E. STERN, ESQ.

15 Nevada Bar No. 8276

16 CHRISTINE M. PARVAN, ESQ.

17 Nevada Bar No. 10711

18 1160 Town Center Drive, Suite 330

Las Vegas, Nevada 89144

19 *Attorneys for Nationstar Mortgage LLC and*
20 *U.S. Bank, N.A., as trustee*

21 ~~*Approved as to form and content:*~~

22 ~~THE LAW OFFICE OF MIKE BEEDE~~

23 ~~Michael Beede, Esq.~~

24 ~~Nevada Bar No.~~

25 ~~2300 W Sahara Ave, Fourth Floor~~

26 ~~Las Vegas, Nevada 89102~~

1 EIGHTH JUDICIAL DISTRICT COURT

2 CLARK COUNTY, NEVADA

3

4

5

6 ANTHONY S. NOONAN IRA, LLC;)
and LOU NOONAN; and JAMES M.)
7 ALLRED IRA, LLC,) Case No. A-14-710465-C
Plaintiffs,) Dept. IV

8

9 vs.

10 MATTHEW M. BIGAM; and)
REPUBLIC MORTGAGE; and)
11 REPUBLIC MORTGAGE, LLC; and)
U.S. BANK NATIONAL ASSOCIATION)
12 as Trustee for the)
Certificateholders of)
13 Citigroup Mortgage Loan Trust,)
Inc., Mortgage pass-through)
14 certificates Series 2007-AR7;)
and BANK OF AMERICA, N.A.; and)
15 NATIONSTAR MORTGAGE, LLC; and)
REAL TIME RESOLUTIONS, INC.;)
16 and REPUBLIC SILVER STATE)
DISPOSAL, INC.; ROE)
17 CORPORATIONS I-V, inclusive,)
Defendants.)

CERTIFIED
COPY

18

19 DEPOSITION OF MELISSA SCOTT
20 30(b)(6) REPRESENTATIVE OF
CORONADO RANCH LANDSCAPE MAINTENANCE ASSOCIATION
21 Taken on Thursday, September 29, 2016

22

At 11:02 a.m.

23

All American Court Reporters
1160 North Town Center Drive, Suite 300
24 Las Vegas, Nevada

25

Reported by: Gale Salerno, RMR, CCR #542

1 APPEARANCES:

2 For the Plaintiffs:

3 MICHAEL BEEDE, ESQ.
4 Law Office of Michael Beede
2300 West Sahara Avenue, Suite 420
Las Vegas, Nevada 89102
5 (702) 473-8406
amanda@legallv.com
6

7 For the Nationstar Mortgage, LLC and U.S. Bank,
National Association:

8 REX D. GARNER, ESQ.
9 Akerman, LLP
1160 North Town Center Drive, Suite 330
10 Las Vegas, Nevada 89144
(702) 634-5000
11 rex.garner@akerman.com

12 For Coronado Ranch Landscape Maintenance Association:

13 WILLIAM PAUL WRIGHT, ESQ.
14 Wright Law Firm, Ltd.
7065 West Ann Road, Suite 130-663
15 Henderson, Nevada 89130
(702) 776-7257
16 wpw@wrightlawfirmlltd.com
17
18
19
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21
22
23
24
25

1 INDEX

2		Page
3	Examination by Mr. Garner	5
4	Examination by Mr. Beede	18

5

6

7

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10 EXHIBITS

11	EXHIBIT	PAGE
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12	Exhibit A	Subpoena	6
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13	Exhibit B	RMI Management, LLC, Board of Directors Meeting Minutes, Bates HOA000734 to 741 and 780 to 781	8
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15	Exhibit C	E-Mail to Andrew Burden from Alexander Bhame dated August 10, 2011 with Attachment, Bates HOA000660 to 662	15
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18	Exhibit D	Letter to Matthew Bigam dated July 9, 2014, Bates HOA000209 to 214	16
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20	Exhibit E	E-Mail String Between Melissa Scott and Anna Romero, July 2014, Bates NTR0321 to 322	16
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22

23

24

25

1 MELISSA SCOTT,
2 having been first duly sworn, was
3 examined and testified as follows:

4 - - -

5
6 EXAMINATION

7 BY MR. GARNER:

8 Q. Good morning. Please tell us who you are
9 and what you do for a living.

10 A. Melissa Scott. And I'm the community
11 manager for several associations, but in this case
12 Coronado Ranch, LLC.

13 Q. How long have you been the community
14 manager for Coronado?

15 A. About, I would say three years now,
16 approximately.

17 Q. And what company do you work for?

18 A. First Service Residential.

19 Q. How long have you worked for them?

20 A. Five years.

21 Q. Were you the community manager for Coronado
22 in 2011?

23 A. No.

24 Q. Who was, do you know?

25 A. I'm unsure. Maybe Scott Thibodeau.

1 (Exhibit A was marked for
2 identification.)

3 BY MR. GARNER:

4 Q. Exhibit A is the Subpoena and Notice of
5 Deposition. Have you seen that before?

6 A. Yes.

7 Q. And are you appearing on behalf of the HOA
8 as a consequence of that subpoena?

9 A. Yes.

10 Q. And do you understand that your testimony
11 will be the testimony of the HOA in this matter?

12 A. Yes.

13 Q. Are you prepared to testify as to all the
14 topics listed in that notice?

15 A. I will try, yes.

16 Q. What did you do to get ready to testify for
17 the HOA today?

18 A. I gathered the documents that were listed
19 within this packet, and then I sent them over to
20 counsel for the association.

21 Q. Anything else you did to get ready?

22 A. I glanced through some of them, but I did
23 not read them all in their entirety.

24 Q. Did you talk with anybody else at First
25 Service or the Board in preparation for deposition?

1 A. I made the Board aware, but there wasn't
2 any discussion.

3 Q. And so you personally handled the
4 collection of documents to produce as a consequence
5 of the subpoena; is that right?

6 A. Yes.

7 Q. How many homes are covered by Coronado
8 Ranch, approximately?

9 A. 384, I believe is the answer.

10 Q. That's more precise than I expected.

11 A. Okay.

12 Q. And do you have knowledge based upon your
13 review of the records of whether or not a budget has
14 been proposed and approved on an annual basis for
15 Coronado since 2010?

16 A. Yes, it has.

17 Q. Describe that process, just briefly.

18 A. The management company prepares a draft
19 budget, and then we hold a budget meeting with the
20 board of directors where they will vote to adopt the
21 budget.

22 We then mail it out to the entire
23 membership with a notice of a ratification meeting
24 that would be scheduled for the membership to then
25 contest the budget or offer input.

1 And then after that has happened, we send
2 out billing statements to the association advising of
3 the upcoming assessments owed.

4 Q. Who maintains records concerning that
5 process?

6 A. My company, First Service.

7 Q. And that budget, is that budget reviewed by
8 an accountant annually? Do you have an accountant
9 that does that, or no?

10 A. That's a tough question. We have
11 accountants, but they simply input the numbers into
12 the system. It's really myself, the manager, and the
13 board of directors that prepare the budget.

14 Q. Okay.

15 (Exhibit B was marked for
16 identification.)

17 BY MR. GARNER:

18 Q. Let's look at Exhibit B. Exhibit B is a
19 handful of papers that I compiled out of the
20 documents that were produced by the HOA.

21 Do you recognize these documents?

22 A. Yes.

23 Q. And they are kept in the ordinary course of
24 the HOA's business?

25 A. Yes.

1 Q. And the last two pages is a sampler to
2 homeowners in November 2010. Do you see that?

3 A. Yes.

4 Q. And it says in accordance with the statute,
5 a budget ratification meeting was held and not a
6 majority rejected the budget; is that correct?

7 A. Yes.

8 Q. So at least for 2011, the annual
9 assessments remained \$216, and the monthly
10 assessments were \$18; is that correct?

11 A. Yes.

12 Q. If a homeowner falls behind on their
13 assessments at some point, is the account referred to
14 a collection agent?

15 A. Yes.

16 Q. And who was the collection agent in 2011?

17 A. Red Rock Financial Services.

18 Q. And was the relationship between the HOA
19 and Red Rock governed by a contract?

20 A. Yes.

21 Q. Did the HOA provide to Red Rock the CC&Rs
22 and the HOA's collection policy in connection with
23 its duties as a collection agent?

24 A. I don't know.

25 Q. Once an account is turned over to Red Rock,

1 A. Yes.

2 Q. How does it do that?

3 A. Red Rock has access to the accounting
4 system of First Service, so they can look at account
5 balances and ledgers at any time.

6 Q. And those are sync'd in real time?

7 A. Yes.

8 Q. Was that true in 2011?

9 A. To the best of my knowledge, yes. But I
10 wasn't there at the time.

11 Q. How far back does your knowledge go with
12 respect to the syncing of those accounts?

13 A. I was hired in September of 2011, RMI. So
14 anything prior to then, I can't really answer because
15 I wasn't in the industry.

16 Q. Since September 2011, that has been the
17 syncing --

18 A. That has been the process, yes, of
19 Red Rock.

20 Q. How does the HOA pay for the services that
21 Red Rock renders as a collection agent?

22 A. It's my understanding that the homeowner
23 pays the collection fees directly to Red Rock.

24 Q. And is that through a payment plan or
25 through the sale of the home?

1 A. It depends on the account. It can be
2 either.

3 Q. Does the HOA ever pay Red Rock directly?

4 A. I haven't seen that happen.

5 (Exhibit C was marked for
6 identification.)

7 BY MR. GARNER:

8 Q. Exhibit C is an e-mail with a ledger
9 attached.

10 Is this e-mail and ledger kept in the HOA's
11 files?

12 A. Yes.

13 Q. And attached to the e-mail is a ledger
14 dated August 10, 2011. Do you see that?

15 A. Yes.

16 Q. And it looks like the payments from 2007
17 through 2010 the account was paid; is that accurate,
18 according to this?

19 A. Yes.

20 Q. And then starting in January 2011, it
21 appears that the delinquency started; is that right?

22 A. Yes.

23 Q. Do you see anything in this ledger, any
24 charges related to the removal or abatement of any
25 public nuisances?

1 A. No.

2 Q. Do you see any charges related to
3 maintaining the exterior of the unit?

4 A. No.

5 (Exhibit D was marked for
6 identification.)

7 BY MR. GARNER:

8 Q. Here is Exhibit D, which is a letter to the
9 homeowner from Red Rock with an accounting ledger
10 dated July 9th, 2014. Do you see that?

11 A. Yes.

12 Q. And same questions, following the
13 January 1st, 2011 entry and moving forward through
14 the five pages of this exhibit, do you see any
15 charges here related to the maintenance of the
16 exterior of the unit?

17 A. No.

18 Q. Do you see any charges related to abatement
19 or removal of any public nuisance?

20 A. No.

21 (Exhibit E was marked for
22 identification.)

23 BY MR. GARNER:

24 Q. Exhibit E is some e-mail exchanges, it
25 looks like, between you and Anna Romero at Red Rock

1 CERTIFICATE OF REPORTER

2 I, the undersigned, a Certified Shorthand
3 Reporter of the State of Nevada, do hereby certify:

4 That the foregoing proceedings were taken
5 before me at the time and place herein set forth;
6 that any witnesses in the foregoing proceedings,
7 prior to testifying, were duly sworn; that a record
8 of the proceedings was made by me using machine
9 shorthand which was thereafter transcribed under my
10 direction; that the foregoing transcript is a true
11 record of the testimony given to the best of my
12 ability.

13 Further, that before completion of the
14 proceedings, review of the transcript [] was
15 [X] was not requested pursuant to NRCP 30(e).

16 I further certify I am neither financially
17 interested in the action, nor a relative or employee
18 of any attorney or party to this action.

19 IN WITNESS WHEREOF, I have this date
20 subscribed my name.

21
22 Dated: October 3, 2016

23
24 
25 GALE SALERNO, RMR, CCR #542

EXHIBIT C

AFFIDAVIT OF CUSTODIAN OF RECORDS

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

Affiant being first duly sworn, deposes and says:

1. That the Affiant is the Custodian of Records for Coronado Ranch Landscape Maintenance Association, and in such capacity, is the Custodian of Records of the documents produced.
2. That Affiant received a Subpoena Duces Tecum in the matter Anthony S. Noonan v. Matthew M. Bigam, et al. calling for the production of records regarding the property located at 7883 Tahoe Ridge Ct, Las Vegas, NV 89139, as listed in Exhibit A.
3. That the Custodian of Records has examined the originals of those records and has made or caused to be made a true and exact copy of them and that the reproduction of them attached hereto is true and complete.
4. That the original of these records supplied are and were maintained and duly relied upon in the normal course and scope of the business.
5. Affiant declares under penalty of perjury that the foregoing is true and correct.

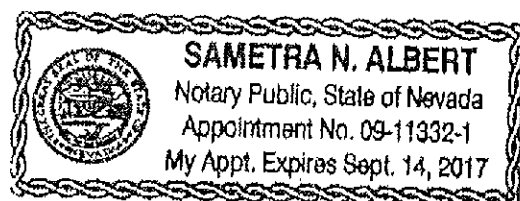
IF NO RECORDS, INITIAL NO. 1 BELOW AND SIGN:

1. _____ I hereby declare under penalty of perjury that a thorough search of our records has been conducted and to the best of my knowledge there are no records for the above referenced person.

SUBSCRIBED AND SWORN to before me

This 23 day of September, 2016

Sametra N. Albert
Notary Public of and for said County and State



{39491674;1}

Melissa Scott
Custodian of Records [Print Name]

M Scott
Custodian of Records [Signature]

RMI Management, LLC

Board of Directors Meeting Minutes

CORONADO RANCH LANDSCAPE MAINTENANCE CORPORATION BOARD OF DIRECTORS MEETING SEPTEMBER 29, 2010

BOARD MEMBERS PRESENT: Carol Anne Schmidt, Treasurer/Secretary
John Schmidt, Vice President

BOARD MEMBER NOT PRESENT: Richard Young, President

OTHERS PRESENT: Scott Thibodeau, RMI Management

Upon notice duly given in accordance with NRS116, the Board of Directors of Coronado Ranch Landscape Maintenance Corporation held a Board of Directors Meeting on September 28, 2010 at the corporate office of RMI Management, LLC, 630 Trade Center Drive, Las Vegas, Nevada 89119.

ESTABLISHMENT OF QUORUM / CALL TO ORDER

A quorum was present and the meeting was called to order at 6:10 p.m.

HOMEOWNER OPEN FORUM

In accordance with NRS 116.31083 this portion of the meeting is devoted to the unit owner's comments and discussion of those items listed on the agenda only. Two (2) homeowners were present but no questions were raised regarding the agenda items.

APPROVAL OF MINUTES

John Schmidt made a motion to approve the minutes of the June 29, 2010 Board of Directors Meeting. Carol Anne Schmidt seconded the motion. Motion carried.

John Schmidt made a motion to approve the June 29, 2010 2nd attempt Annual Meeting Minutes (no quorum). Carol Anne Schmidt seconded the motion. Motion carried.

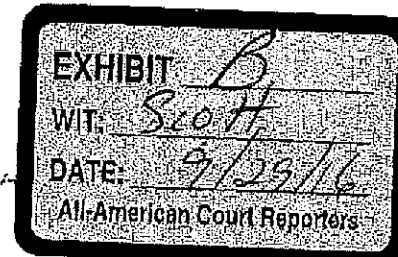
FINANCIAL REPORT

John Schmidt made a motion to acknowledge that the Board has fulfilled their duty to have reviewed the June, July and August 2010 year to date financial statements including a current reconciliation of the operating reserve account, the actual revenues and expenses for the operating and reserve accounts compared to this year's budget, the bank statements and the current status of any civil action or claim submitted to arbitration or mediation in which the association is a party subject to any current NRS or NAC required year-end audit or review. Carol Anne Schmidt seconded the motion. Motion carried.

Management read aloud the Treasurer's Report for the period ending August 31, 2010 which is attached hereto and made part of these minutes.



a. 630 Trade Center Dr, Suite 100 • Las Vegas, NV • 89119
t. 702.932-7078 • f. 702.737.3360 • w. www.rmiconnect.com/coronadoranchlmcpromontory



HOA000734

RMI Management, LLC

Board of Directors Meeting Minutes

CORONADO RANCH LANDSCAPE MAINTENANCE CORPORATION BOARD OF DIRECTORS MEETING SEPTEMBER 28, 2010 CONTINUED - PAGE TWO

NEW BUSINESS

John Schmidt made a motion to approve the 2011 draft budget. It was noted that the annual assessment of \$216.00 will remain for 2011. Carol Anne Schmidt seconded the motion. Motion carried.

John Schmidt made a motion to approve the Coronado Ranch Landscape Maintenance Corporation Investment Policy. This policy stipulated that the board will only make investments at legal financial institutions that are insured by the FDIC, the National Credit Union Share Insurance Fund or the Securities Investment Protection Corporation or any other private insurer approved pursuant to NRS. Carol Anne Schmidt seconded the motion. Motion carried.

John Schmidt made a motion to approve the Executive Board Awareness of Legal Requirements which stipulates that the Board is aware of their legal requirements pursuant to the applicable laws and regulations. Carol Anne Schmidt seconded the motion. This form will be distributed to all owners (after Richard Young has reviewed and signed). Motion carried.

John Schmidt made a motion to approve the Coronado Ranch Landscape Corporation Collection Policy. Carol Anne Schmidt seconded the motion. Motion carried. This policy will be distributed to all owners.

The Board of Directors reviewed management proposals. Seven companies were solicited for a proposal and three responses were received. A motion was made by John Schmidt to approve the continuance of utilizing RMI Management as the association's management company at this time. Carol Anne Schmidt seconded the motion. Motion carried.

MANAGER'S REPORT

The Board reviewed an updated Action List provided by Management. Management reported that they are working on all outstanding action items.

The board reviewed an architectural application that was received from 7781 Jacaranda Hill Court. It was requested that a letter be sent to the owners stipulating that the city would be required to review and approve the application and all permits would need to be obtained.

HOMEOWNER OPEN FORUM

Two owners were present that just purchased into the community. There were questions raised pertaining to landscape and architectural changes. The Board advised the owners



a. 630 Trade Center Dr. Suite 100 W Las Vegas, NV 89119

t. 702.932-7078 f. 702.737.3360 w. www.rmiconnect.com/coronadoranchlmcpromontory

HOA000735

RMI Management, LLC

Board of Directors Meeting Minutes

**CORONADO RANCH LANDSCAPE MAINTENANCE CORPORATION
BOARD OF DIRECTORS MEETING
SEPTEMBER 28, 2010
CONTINUED - PAGE THREE**

that they are permitted to change out their landscaping however if they planned on changing the exterior colors they would need to stay within the paint scheme of the community. The Board welcomed the new owners to the community.

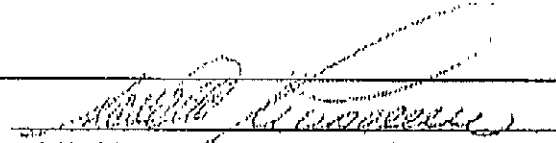
SCHEDULE NEXT MEETING

The next Board of Directors meeting will be scheduled on December 14, 2010 at 6:00 PM.

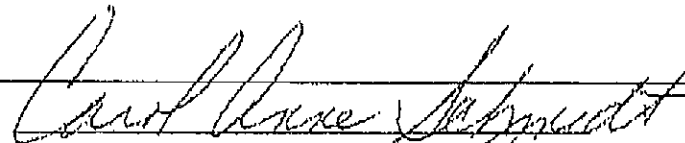
ADJOURNMENT

There being no further business to come before the Board, the meeting adjourned at 6:40 p.m.

RESPECTFULLY SUBMITTED:


RMI Management, LLC

ATTEST:


Secretary/Board Member
Coronado Ranch LMC



a. 630 Trade Center Dr. Suite 100 Las Vegas, NV 89119
t. 702.932-7078 f. 702.737.3360 w. www.rmiconnect.com/coronadoranchlmcpromontory

HOA000736

Coronado Ranch Landscape Maintenance Corporation

November 17, 2010

Dear Homeowner(s):

In accordance with NRS.116.31151 a Budget Ratification meeting was held on November 17, 2010 and in accordance with NRS 116, a majority of the homeowners did not reject the 2011 Budget; therefore the budget was deemed ratified. The 2011 Budget is enclosed for your records.

Your monthly assessment for 2011 will remain the same as it was in 2010. There was no increase to the annual amount of \$216.00. Statements will be mailed out before the year end.

If you have any questions please contact a client service associate at (702) 932-6723.

Sincerely,

Scott Thibodeau, SMCA, AMS
Community Manager
Coronado Ranch Landscape Maintenance Corporation

Enclosure



corporate office a, 630 Trade Center Dr. Suite 100 • Las Vegas, NV • 89119
northwest office a, 7951 Deer Springs Way Suite 170 • Las Vegas, NV • 89131
t. 702.932-6723 • f. 702.737.3360 • w. www.rmiconnect.com/coronadoranch/mcpromontory

HOA000780

**Coronado Ranch Landscape Maintenance Corporation
Budget 2011**

Total Number of Homeowners 384
Monthly Assessment per Homeowner \$ 10.00

Assessments are collected Annually

	Fiscal 2011 Budget				2010 Monthly Comparative Information		
	Monthly Budget	Per Unit	Annual Budget	Per Unit	2010 Monthly Budget	2010 Actual Per Month	Per Unit/ Month
Revenue							
Assessment Income	6,912.00	18.00	82,944.00	216.00	6,912.00	6,912.00	18.00
Total Revenue	6,912.00	18.00	82,944.00	216.00	6,912.00	6,912.00	18.00
Expenses							
Landscape Contract	1,124.00	2.93	13,488.00	35.13	1,124.00	1,124.00	2.93
Landscape Repair & Maintenance	150.00	0.39	1,800.00	4.69	150.00	45.83	0.12
Repairs & Maintenance	75.00	0.20	900.00	2.34	50.00	-	-
Grass Removal	50.00	0.13	600.00	1.56	40.00	34.17	0.09
Lighting Repair & Supplies	25.00	0.07	300.00	0.78	25.00	-	-
Electricity-Common Area	95.00	0.25	1,020.00	2.66	97.00	67.83	0.10
Water	700.00	1.82	8,400.00	21.88	1,199.92	(23.67)	(0.06)
Bad Debt Expense - Assessment Only	72.00	0.19	864.00	2.25	36.00	36.00	0.09
Fees & Permits	14.38	0.04	173.00	0.45	14.58	29.17	0.08
On-bus/dismen Expense	96.00	0.25	1,152.00	3.00	96.00	189.00	0.49
Management Fees	1,824.00	4.75	21,888.00	57.00	1,824.00	1,824.00	4.75
Office Supplies	35.67	0.14	668.04	1.74	57.00	47.10	0.12
Copies	247.00	0.64	2,964.00	7.72	71.00	242.00	0.63
Postage	175.00	0.46	2,100.00	5.47	74.00	166.83	0.43
Storage	0.81	0.00	10.00	0.03	-	3.00	0.01
Audit & Tax Service	22.92	0.06	275.00	0.72	22.92	45.63	0.12
Insurance-Liability & Property	75.00	0.20	900.00	2.34	72.00	72.00	0.19
Insurance-Directors & Officers	130.00	0.34	1,560.00	4.06	195.00	127.00	0.33
Insurance-Workmen's Comp	40.00	0.10	480.00	1.25	-	36.00	0.09
Reserve Transfer	1,950.00	5.08	23,400.00	60.94	1,750.00	1,750.00	4.56
Total Expenses	6,912.00	18.00	82,944.04	216.00	6,912.00	5,817.50	15.15
Excess of Revenue or (Expense)	(0.00)	(0.00)	(0.04)	(0.00)	(0.00)	1,131.17	2.95

Annual Reserve Budget

Anticipated Reserve Month January 1, 2011

64,700.79 167.10

Transfers from operating

23,400.00 60.94

Interest

Total Income

23,400.00 60.94

Total Expenses

- -

Anticipated Reserve Month December 31, 2011

87,600.79 228.13

Reserve Cash Required by Reserve Study December 31, 2011

75,657.00 197.01

Adopted by the Coronado Ranch Landscape Maintenance Corporation Board of Directors

John B. Schmidt
Board President

9-28-10
Date

Carol Anne Schmidt
Treasurer

9-28-10
Date

\\fs1\OA\Budget\2011 Budget\Proposed\CON1_2011_Budget.at\Budget Report

HOA000781

Andrew Burden

From: Andrew Burden
Sent: Wednesday, August 10, 2011 4:34 PM
To: 'Alexander Bhame'
Co: Tammy Esposito
Subject: 7883 Tahoe Ridge Court
Attachments: 84944_20110810171057.pdf; image001.png; image002.png; image003.jpg; oledata.mso

Good afternoon,
I've attached the payoff demand you requested for the above mentioned property.

Thank you,

Andrew Burden
mail/file clerk
Red Rock Financial Services

o. 702.932.6887 | f. 702.341.7733 | www.RRFS.com



Click to follow Red Rock on LinkedIn



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

CONFIDENTIALITY NOTICE: This e-mail message, including any attachments, may contain information that is confidential and/or proprietary. If you are not an intended recipient, please be advised that any review, use, reproduction or distribution of this message is prohibited. If you have received this message in error, please notify the sender immediately by return e-mail and delete/destroy the message and any copies thereof.



Red Rock Financial Services

Page 1

Account Detail

Coronado Ranch Landscape Maintenance Corporation

Information as of: August 10, 2011

Red Rock Financial Services Account Number: R84944

Property Address: 7883 Tahoe Ridge Ct, Las Vegas, NV 89139

Bigam, Leah Ann / Bigam, Matthew M. / LEAH ANN BIGAM, / MATTHEW M. BIGAM, /
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE,

Detailed Summary

Date	Description	Amount	Balance	Check#
03/08/2007	Capital Contribution - Operating	\$100.00	\$100.00	
03/08/2007	Association Mgmt Payment	-\$100.00	\$0.00	
01/01/2008	Annual Assessment	\$156.00	\$156.00	
01/07/2008	Association Mgmt Payment	-\$156.00	\$0.00	01839
01/01/2009	Annual Assessment	\$156.00	\$156.00	
01/01/2009	Annual Assessment	\$39.00	\$195.00	
03/18/2009	Association Mgmt Payment	-\$195.00	\$0.00	02201
01/01/2010	Annual Assessment	\$216.00	\$216.00	
04/08/2010	Association Mgmt Payment	-\$216.00	\$0.00	040810
01/01/2011	Annual Assessment	\$216.00	\$216.00	
01/15/2011	Late Fee	\$25.00	\$241.00	
04/07/2011	Intent Mailing Costs	\$7.98	\$248.98	
04/07/2011	Intent to Lien Letter	\$125.00	\$373.98	
04/07/2011	Intent Mailing Costs	\$7.98	\$381.96	
04/20/2011	Lien Mailing Costs	\$7.98	\$389.94	
04/20/2011	Lien for Delinquent Assessment	\$275.00	\$664.94	
04/20/2011	Lien Release	\$30.00	\$694.94	
04/20/2011	Lien Recording Costs	\$28.00	\$722.94	
04/20/2011	Lien Mailing Costs	\$7.98	\$730.92	
04/29/2011	Association Interest	\$0.95	\$731.87	
05/11/2011	Payoff Demand	\$150.00	\$881.87	
05/30/2011	Association Interest	\$0.95	\$882.82	
06/06/2011	Intent to NOD	\$90.00	\$972.82	
06/17/2011	NOD Mailing Charges	-\$15.96	\$956.86	

7251 Amlgo Street, Suite 100, Las Vegas, NV 89119 Phone: (702) 932-6887 Fax: (702) 341-7733

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

Printed: 040A000661

Red Rock Financial Services

Page 2

Account Detail**Coronado Ranch Landscape Maintenance Corporation**

Information as of: August 10, 2011

Red Rock Financial Services Account Number: R84944

Property Address: 7883 Tahoe Ridge Ct, Las Vegas, NV 89139

Bigam, Leah Ann / Bigam, Matthew M. / LEAH ANN BIGAM, / MATTHEW M. BIGAM, /
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE,

Detailed Summary

Date	Description	Amount	Balance	Check#
	Adjustment			
06/17/2011	Notice of Default	\$375.00	\$1,331.86	
06/17/2011	Trustee Sale Guarantee	\$290.00	\$1,621.86	
06/17/2011	NOD Mailing Costs	\$79.80	\$1,701.66	
06/17/2011	NOD Release	\$30.00	\$1,731.66	
06/17/2011	NOD Recording Costs	\$14.00	\$1,745.66	
06/17/2011	NOD Release Recording Costs	\$14.00	\$1,759.66	
06/29/2011	Association Interest	\$0.95	\$1,760.61	
07/30/2011	Association Interest	\$0.95	\$1,761.56	
08/10/2011	Payoff Demand	\$150.00	\$1,911.56	

7251 Amigo Street, Suite 100, Las Vegas, NV 89119 Phone: (702) 932-6887 Fax: (702) 341-7733

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

Printed: 8/10/11
HOA000662



July 9, 2014

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 is in receipt of your Payment Agreement Request, however your Payment Agreement has been denied due to the payment terms requested and the high balance owed. The current balance on your account is \$2,825.99, enclosed is an accounting ledger for your review.

Payment in full is needed in our office by July 18, 2014 in order for the Association's Foreclosure Sale to be cancelled. Payment must be in the form of a cashier's check or money order made payable to Red Rock Financial Services and mailed to the address below. Failure to remit payment in full will result in the continuation of the Association's Foreclosure Sale on July 21, 2014 without any more exceptions.

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



702.932.6887 | fax 702.341.7733 | 4775 W. Teco Avenue, Suite 140, Las Vegas, Nevada 89118 | www.rrfs.com

By sending your check, please be aware that you are authorizing Red Rock Financial Services to use the information on your check to make a one-time electronic debit from your account at the financial institution indicated on your check. This electronic debit will be for the amount of your check; no additional amount will be added to the amount. (If we cannot collect your electronic payment, we will issue a draft against your account.) Please contact the Accounts Receivable department at (702) 932-6887 to learn about other payment options should you prefer to not have your payment processed in this manner.

HOA000209



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		



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
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	\$1.69	\$1,404.85		



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
3/27/2012	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	\$210.00	\$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		



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
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		



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
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		

Julia Thompson September 29, 2016
30(b)(6) Representative of Red Rock Financial Services, LLC

EIGHTH JUDICIAL 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, N.A.; and
NATIONSTAR MORTGAGE, LLC; and
REAL TIME RESOLUTIONS, INC.;
and REPUBLIC SILVER STATE
DISPOSAL, INC.; ROE
CORPORATIONS I-V, inclusive,

Defendants.

Case No. A-14-710465-C
Dept. IV

**CERTIFIED
COPY**

DEPOSITION OF JULIA THOMPSON
30(b)(6) REPRESENTATIVE OF RED ROCK FINANCIAL SERVICES, LLC

Taken on Thursday, September 29, 2016

At 10:00 a.m.

All American Court Reporters
1160 North Town Center Drive, Suite 300
Las Vegas, Nevada

Reported by: Gale Salerno, RMR, CCR #542

1 APPEARANCES:

2 For the Plaintiffs:

3 MICHAEL BEEDE, ESQ.
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2300 West Sahara Avenue, Suite 420
Las Vegas, Nevada 89102
5 (702) 473-8406
amanda@legallv.com

6
7 For the Nationstar Mortgage, LLC and U.S. Bank,
National Association:

8 REX D. GARNER, ESQ.
9 Akerman, LLP
1160 North Town Center Drive, Suite 330
10 Las Vegas, Nevada 89144
(702) 634-5000
11 rex.garner@akerman.com

12 For Red Rock Financial Services:

13 BRODY R. WIGHT, ESQ.
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16 bwight@kochscow.com

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10 EXHIBITS

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12	Exhibit A Subpoena	6
13	Exhibit B E-Mail From Andrew Burden to Alexander Bhame dated August 10, 2011, Bates HOA000660 to 662	11
14		
15	Exhibit C Letter to Miles Bauer Bergstrom & Winters dated September 24, 2011 from Christie Marling, Red Rock Financial Services, Bates HOA000644	13
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18	Exhibit D Red Rock Financial Services Homeowner Progress Report, Bates HOA000372 to 374	15
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20	Exhibit E Letter to Matthew Bigam from Red Rock Financial Services dated July 9, 2014 with Attachments, Bates HOA000209 to 214	17
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23	Exhibit F E-Mail String Between Melissa Scott and Anna Romero, July 2014, Bates NTR0321 to 322	19
24		
25		

1 JULIA THOMPSON,
2 having been first duly sworn, was
3 examined and testified as follows:

4 - - -

5
6 EXAMINATION

7 BY MR. GARNER:

8 Q. Let me start by asking your name and what
9 you do for a living?

10 A. My name is Julia Thompson, and I am a
11 supervisor with Red Rock Financial Services.

12 Q. And it's Thompson, right?

13 A. Yes. T-h-o-m-p-s-o-n.

14 Q. Perfect. You understand that you are here
15 today to give testimony on behalf of Red Rock?

16 A. Yes, I do.

17 Q. And you understand that your testimony will
18 be the testimony of Red Rock in this matter?

19 A. Yes.

20 Q. And have you ever had your deposition taken
21 before?

22 A. Yes.

23 Q. How many times?

24 A. A lot.

25 Q. Well, if we run into -- I'll dispense with

1 you left and came back?

2 A. No, but there was a time period where I was
3 a supervisor, took a step down, and then came back to
4 supervisor. But I've been employed consecutively.

5 Q. Were you personally involved in the
6 collection activities of Red Rock with respect to
7 7883 Tahoe Ridge Court in or around 2011?

8 A. I don't recall being involved in specific
9 collection steps.

10 Q. Do you know who was, I guess, the lead
11 person on the collection account back then in 2011?

12 A. We don't have individual employees assigned
13 to collection accounts. They're assigned to
14 collection steps.

15 Q. Okay. That's helpful information.

16 Was Red Rock the collection agent for
17 Coronado Ranch Landscape Maintenance Corporation in
18 2011?

19 A. As far as I know, yes.

20 Q. Is it still?

21 A. I believe so.

22 Q. Is that relationship between Red Rock and
23 Coronado, we'll call them Coronado HOA, governed by a
24 contract?

25 A. Yes.

1 for this association in 2011?

2 A. It may have been First Service or RMI.

3 Q. I think I saw RMI on some of these things,
4 so presuming it was RMI, how does Red Rock get
5 ledgers?

6 A. The information is sync'd into our system.

7 Q. And if it was the other management company,
8 how do you get that information?

9 A. We have to request it, and they provide us
10 an accounting ledger.

11 Q. So if it's RMI, Red Rock has access, or the
12 account ledgers are sync'd with Red Rock's system; is
13 that accurate?

14 A. Yes.

15 Q. So you don't need, then, to go to the HOA
16 every time you want an updated account; is that
17 correct?

18 A. That's correct.

19 (Exhibit B was marked for
20 identification.)

21 BY MR. GARNER:

22 Q. Take a look at Exhibit B, which is a --
23 it's an e-mail from Andrew Burden with Red Rock.

24 Do you know who that is?

25 A. Yes, I do.

1 Q. What is Andrew Burden's function within
2 Red Rock as of 2011?

3 A. It appears at the time he was a mail slash
4 file clerk.

5 Q. And this is an e-mail to a couple people,
6 and it attaches a Red Rock Financial Services account
7 detail.

8 Do you recognize that?

9 A. Yes.

10 Q. Is that a report that is generated by
11 Red Rock?

12 A. Yes.

13 Q. And based on looking at this, can you tell
14 whether or not this would have come through your, I
15 think you said the sync'd system, or is this -- does
16 this tell you whether or not it was RMI or another
17 management company?

18 A. This does not.

19 Q. And the information that is found in this
20 account detail would have come from the HOA; is that
21 right?

22 A. Yes.

23 Q. Okay. And starting at January of 2011, we
24 have an annual assessment for \$260. Do you see that?

25 A. Yes.

1 Q. Do you know if this particular HOA charged
2 annually or monthly?

3 A. It appears they charged annually.

4 Q. And based on looking at this -- this is
5 part of Red Rock's files; is that right?

6 A. Yes.

7 Q. Is this something that you may have
8 reviewed this morning or whenever you reviewed the
9 file?

10 A. I may have.

11 Q. Do you see any charges in this ledger
12 related to removal or abatement of any public
13 nuisances?

14 A. No.

15 Q. Do you see any charges in this ledger
16 related to maintaining the exterior of the unit?

17 A. No.

18 Q. Did the HOA back in 2011 provide you or
19 Red Rock with any instructions on how to deal with
20 payments on liens from mortgage holders?

21 A. Not that I'm aware of.

22 (Exhibit C was marked for
23 identification.)

24 BY MR. GARNER:

25 Q. Take a look at Exhibit C, which is a letter

1 payment plan.

2 Q. Okay. And then after that breach in April
3 of 2012, it looks like it wasn't until May 2013 that
4 Red Rock sent a letter to the board to determine if
5 they would like to proceed with foreclosure.

6 Is that approximate year an ordinary time
7 frame between, I guess when a homeowner fails to pay
8 or you start the collection process, to when the sale
9 is noticed?

10 A. I believe at the time it was typical due to
11 the volume.

12 Q. Due to? I'm sorry?

13 A. The volume.

14 Q. Okay.

15 (Exhibit E was marked for
16 identification.)

17 BY MR. GARNER:

18 Q. Take a look at Exhibit E, which is a letter
19 to Matthew Bigam, the homeowner at the time, in July
20 of 2014 from Red Rock.

21 Do you recognize that document?

22 A. Somewhat.

23 Q. This is kept in Red Rock's files?

24 A. Yes.

25 Q. Okay. And this letter to him encloses an

1 accounting ledger for his review. Do you see that?

2 A. Yes.

3 Q. Does this come as a consequence of
4 Mr. Bigam making a request to Red Rock for that
5 information?

6 A. It appears the homeowner requested a
7 payment plan.

8 Q. And the ledger is a five-page document
9 attached to that. And it shows some charges and
10 payments from 2007 to 2010 that appear to be paid
11 current; is that right?

12 A. Yes.

13 Q. And then it was in early 2011 that the
14 account became delinquent; is that right?

15 A. Yes.

16 Q. Okay. And in reviewing this ledger from
17 2000, this was generated July 9th, 2014; is that
18 accurate?

19 A. Yes.

20 Q. And this would have been generated by
21 Red Rock Financial Services?

22 A. That's correct.

23 Q. Based on information that came from
24 Coronado Ranch?

25 A. Yes.

1 Q. Okay. Can you see after January 2011 any
2 charges on this ledger related to maintenance of the
3 exterior of the home?

4 A. No.

5 Q. Do you see any charges here related to
6 removal or abatement of any public nuisance?

7 A. No.

8 (Exhibit F was marked for
9 identification.)

10 BY MR. GARNER:

11 Q. Exhibit F is a couple of e-mail exchanges
12 between Anna Romero at Red Rock Financial Services.

13 Do you know who that is?

14 A. Yes.

15 Q. And what was her capacity with Red Rock
16 back in 2014?

17 A. She was a trustee sale officer.

18 Q. What does that mean?

19 A. She handles the association foreclosures.

20 Q. And she's communicating with someone named
21 Melissa Scott. Do you know who that is?

22 A. Yes.

23 Q. What was she?

24 A. Community manager with First Services
25 Residential. It appears at the time she was manager

1 CERTIFICATE OF REPORTER

2 I, the undersigned, a Certified Shorthand
3 Reporter of the State of Nevada, do hereby certify:

4 That the foregoing proceedings were taken
5 before me at the time and place herein set forth;
6 that any witnesses in the foregoing proceedings,
7 prior to testifying, were duly sworn; that a record
8 of the proceedings was made by me using machine
9 shorthand which was thereafter transcribed under my
10 direction; that the foregoing transcript is a true
11 record of the testimony given to the best of my
12 ability.

13 Further, that before completion of the
14 proceedings, review of the transcript [] was
15 [X] was not requested pursuant to NRCP 30(e).

16 I further certify I am neither financially
17 interested in the action, nor a relative or employee
18 of any attorney or party to this action.

19 IN WITNESS WHEREOF, I have this date
20 subscribed my name.

21
22 Dated: October 3 2016

23
24 
25 GALE SALERNO, RMR, CCR #542

Andrew Burden

From: Andrew Burden
Sent: Wednesday, August 10, 2011 4:34 PM
To: 'Alexander Bhame'
Cc: Tammy Esposito
Subject: 7883 Tahoe Ridge Court
Attachments: 84944_20110810171057.pdf; image001.png; image002.png; image003.jpg; oledata.mso

Good afternoon,

I've attached the payoff demand you requested for the above mentioned property.

Thank you,

Andrew Burden
mail/file clerk
Red Rock Financial Services

o. 702.932.6887 | f. 702.341.7733 | www.RRFS.com

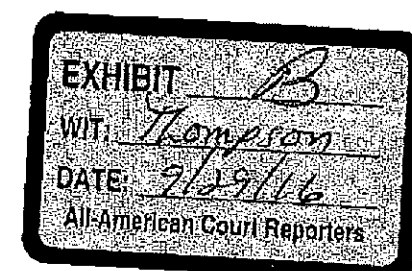


Click to follow Red Rock on LinkedIn



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

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Red Rock Financial Services

Page 1

Account Detail

Coronado Ranch Landscape Maintenance Corporation

Information as of: August 10, 2011

Red Rock Financial Services Account Number: R84944

Property Address: 7883 Tahoe Ridge Ct, Las Vegas, NV 89139

Bigam, Leah Ann / Bigam, Matthew M. / LEAH ANN BIGAM, / MATTHEW M. BIGAM, /
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE,

Detailed Summary

Date	Description	Amount	Balance	Check#
03/08/2007	Capital Contribution - Operating	\$100.00	\$100.00	
03/08/2007	Association Mgmt Payment	-\$100.00	\$0.00	
01/01/2008	Annual Assessment	\$156.00	\$156.00	
01/07/2008	Association Mgmt Payment	-\$156.00	\$0.00	01839
01/01/2009	Annual Assessment	\$156.00	\$156.00	
01/01/2009	Annual Assessment	\$39.00	\$195.00	
03/18/2009	Association Mgmt Payment	-\$195.00	\$0.00	02201
01/01/2010	Annual Assessment	\$216.00	\$216.00	
04/08/2010	Association Mgmt Payment	-\$216.00	\$0.00	040810
01/01/2011	Annual Assessment	\$216.00	\$216.00	
01/15/2011	Late Fee	\$25.00	\$241.00	
04/07/2011	Intent Mailing Costs	\$7.98	\$248.98	
04/07/2011	Intent to Lien Letter	\$125.00	\$373.98	
04/07/2011	Intent Mailing Costs	\$7.98	\$381.96	
04/20/2011	Lien Mailing Costs	\$7.98	\$389.94	
04/20/2011	Lien for Delinquent Assessment	\$275.00	\$664.94	
04/20/2011	Lien Release	\$30.00	\$694.94	
04/20/2011	Lien Recording Costs	\$28.00	\$722.94	
04/20/2011	Lien Mailing Costs	\$7.98	\$730.92	
04/29/2011	Association Interest	\$0.95	\$731.87	
05/11/2011	Payoff Demand	\$150.00	\$881.87	
05/30/2011	Association Interest	\$0.95	\$882.82	
06/06/2011	Intent to NOD	\$90.00	\$972.82	
06/17/2011	NOD Mailing Charges	-\$15.96	\$956.86	

7251 Amigo Street, Suite 100, Las Vegas, NV 89119 Phone: (702) 932-6887 Fax: (702) 341-7733

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

Printed: HOA000661

Red Rock Financial Services

Page 2

Account Detail

Coronado Ranch Landscape Maintenance Corporation

Information as of: August 10, 2011

Red Rock Financial Services Account Number: R84944

Property Address: 7883 Tahoe Ridge Ct, Las Vegas, NV 89139

Bigam, Leah Ann / Bigam, Matthew M. / LEAH ANN BIGAM, / MATTHEW M. BIGAM, /
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE,

Detailed Summary

Date	Description	Amount	Balance	Check#
	Adjustment			
06/17/2011	Notice of Default	\$375.00	\$1,331.86	
06/17/2011	Trustee Sale Guarantee	\$290.00	\$1,621.86	
06/17/2011	NOD Mailing Costs	\$79.80	\$1,701.66	
06/17/2011	NOD Release	\$30.00	\$1,731.66	
06/17/2011	NOD Recording Costs	\$14.00	\$1,745.66	
06/17/2011	NOD Release Recording Costs	\$14.00	\$1,759.66	
06/29/2011	Association Interest	\$0.95	\$1,760.61	
07/30/2011	Association Interest	\$0.95	\$1,761.56	
08/10/2011	Payoff Demand	\$150.00	\$1,911.56	

7251 Amigo Street, Suite 100, Las Vegas, NV 89119 Phone: (702) 932-6887 Fax: (702) 341-7733

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

Printed: 8/10/11
HOA000662



July 9, 2014

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 is in receipt of your Payment Agreement Request, however your Payment Agreement has been denied due to the payment terms requested and the high balance owed. The current balance on your account is \$2,825.99, enclosed is an accounting ledger for your review.

Payment in full is needed in our office by July 18, 2014 in order for the Association's Foreclosure Sale to be cancelled. Payment must be in the form of a cashier's check or money order made payable to Red Rock Financial Services and mailed to the address below. Failure to remit payment in full will result in the continuation of the Association's Foreclosure Sale on July 21, 2014 without any more exceptions.

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



702.932.6887 | fax 702.341.7733 | 4775 W. Teco Avenue, Suite 140, Las Vegas, Nevada 89118 | www.rrfs.com

By sending your check, please be aware that you are authorizing Red Rock Financial Services to use the information on your check to make a one-time electronic debit from your account at the financial institution indicated on your check. This electronic debit will be for the amount of your check; no additional amount will be added to the amount. (If we cannot collect your electronic payment, we will issue a draft against your account.) Please contact the Accounts Receivable department at (702) 932-6887 to learn about other payment options should you prefer to not have your payment processed in this manner.

HOA000209



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
5/16/2009	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		



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
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	\$1.69	\$1,404.85		



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; 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
3/27/2012	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		



Red Rock Financial Services
Accounting Ledger
Information as of: July 09, 2014

Account Number: 84944
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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
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
1/28/2014	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		



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
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		

IN THE SUPREME COURT OF THE STATE OF NEVADA

STONE HOLLOW AVENUE TRUST,
Appellant,
vs.
BANK OF AMERICA, NATIONAL
ASSOCIATION,
Respondent.

No. 64955

FILED

AUG 11 2016

PRACIE K. LINDEMAN
CLERK OF SUPREME COURT
BY *[Signature]*
DEPUTY CLERK

*ORDER GRANTING PETITION FOR REHEARING,
VACATING PRIOR ORDER, AND AFFIRMING*


Having considered the petition for rehearing and answer to the petition, we have determined that rehearing of this matter is warranted, as this court gave undue significance to the fact that respondent's \$198 tender was rejected by Heritage Estates Homeowners Association. *See* NRAP 40(c)(2)(A). Specifically, because appellant did not dispute that \$198 was adequate to pay off the superpriority portion of Heritage Estates' lien, it follows that Heritage Estates was unjustified in rejecting respondent's tender of that amount.¹ When rejection of a tender is unjustified, the tender is effective to discharge the lien. *See, e.g., Hohn v. Morrison*, 870 P.2d 513, 516-17 (Colo. App. 1993); *Lanier v. Mandeville Mills*, 189 S.E. 532, 534-35 (Ga. 1937); *Fed. Disc. Corp. v. Rush*, 257 N.W. 897, 899 (Mich. 1934); *Segars v. Classen Garage & Serv. Co.*, 612 P.2d 293, 295-96 (Okla. Civ. App. 1980); *Reynolds v. Price*, 71 S.E. 51, 53 (S.C. 1911);

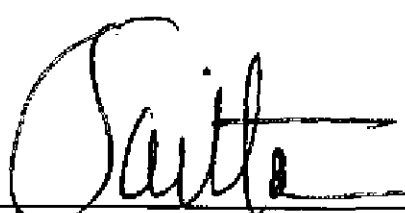
¹Appellant argues in its answer to the rehearing petition that Heritage Estates was justified in rejecting the tender because respondent made the tender conditional. We decline to consider this argument because it was not raised either in district court or on appeal.

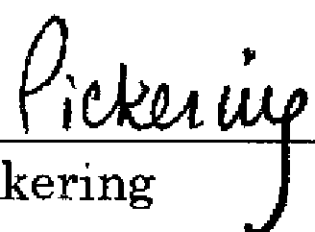
Karnes v. Barton, 272 S.W. 317, 319 (Tex. Civ. App. 1925); *Hilmes v. Moon*, 11 P.2d 253, 260 (Wash. 1932); *see also* 59 C.J.S. *Mortgages* § 582 (2016).

Therefore, at the time of Heritage Estates' foreclosure sale, the superpriority portion of Heritage Estates' lien had been discharged, leaving only the subpriority portion of the lien to be foreclosed. Because respondent's deed of trust was superior to that portion of Heritage Estates' lien, the deed of trust was not extinguished by virtue of the sale to appellant. Accordingly, the district court correctly determined as a matter of law that appellant took title to the property subject to respondent's deed of trust. *Wood v. Safeway, Inc.*, 121 Nev. 724, 729, 121 P.3d 1026, 1029 (2005) (reviewing a district court's summary judgment de novo). We therefore vacate our March 18, 2016, disposition and in its place enter this order affirming the district court's summary judgment.

It is so ORDERED.


_____, J.
Hardesty


_____, J.
Saitta


_____, J.
Pickering

cc: Eighth Judicial District Court Dept. 29
Kerry P. Faughnan
Greene Infuso, LLP
Akerman LLP/Las Vegas
Eighth District Court Clerk

IN THE SUPREME COURT OF THE STATE OF NEVADA

STONE HOLLOW AVENUE TRUST,
Appellant,
vs.
BANK OF AMERICA, NATIONAL
ASSOCIATION,
Respondent.

No. 64955

FILED

MAR 18 2016

TRACIE K. LINDEMAN
CLERK OF SUPREME COURT
BY S. Young
DEPUTY CLERK

ORDER VACATING AND REMANDING

This is an appeal from a district court summary judgment, certified as final under NRCP 54(b), in a quiet title action. Eighth Judicial District Court, Clark County; Susan Scann, Judge.

The district court found that respondent had tendered the superpriority lien amount to Heritage Estates Homeowners Association, but that Heritage nevertheless conducted a foreclosure sale at which appellant purchased the subject property for \$6,700. Over appellant's objection that it was a bona fide purchaser, the district court granted summary judgment in favor of respondent, reasoning that Heritage's rejection of respondent's tender resulted in appellant taking title to the property subject to respondent's deed of trust.

This court addressed a similar fact pattern in *Shadow Wood Homeowners Ass'n, Inc. v. New York Community Bancorp, Inc.*, 132 Nev., Adv. Op. 5, ___ P.3d ___ (2016). In *Shadow Wood*, we recognized that a quiet title action is equitable in nature and, as such, a court must consider the "entirety of the circumstances that bear upon the equities." *Id.* In particular, we noted that when a putative bona fide purchaser has no notice of a pre-sale dispute between a tendering party and an HOA, the district court must take into account the potential harm to the bona fide purchaser when fashioning its equitable remedy.

Here, as in *Shadow Wood*, appellant proclaimed to be a bona fide purchaser, and there is no evidence in the record to suggest that appellant had notice of the pre-sale dispute between respondent and Heritage. Because the district court did not take into account appellant's putative status as a bona fide purchaser when it granted summary judgment, we conclude that summary judgment in respondent's favor may not have been proper. Accordingly, we

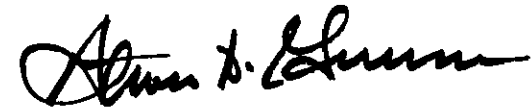
ORDER the judgment of the district court VACATED AND REMAND this matter to the district court for proceedings consistent with this order.

1 Hardesty, J.
Hardesty

Saitta, J.
Saitta

Pickering, J.
Pickering

cc: Hon. Susan Scann, District Judge
Kerry P. Faughnan
Greene Infuso, LLP
Akerman LLP/Las Vegas
Eighth District Court Clerk



CLERK OF THE COURT

MSJ

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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' 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 attorneys of record, the Law Office of
Mike Beede, hereby files their Renewed Motion for Summary Judgment on each of Plaintiffs'
Claims for Relief as set forth in their Complaint.

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 10th of November, 2016.

THE LAW OFFICE OF MIKE BEEDE, PLLC

By: /s/Michael Beede
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Dated this 10th day of November, 2016

By: /s/Michael Beede
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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. However, discovery has not yielded any genuine issue of material fact that would preclude summary judgment in favor of Plaintiffs.

Defendants have still made no substantiated allegations that they were not properly *served* with notice of the sale, nor have any substantiated allegations been made that the sale was not made in compliance with the statutory requirements found in NRS 116. In fact, Defendants' previous Motion for Summary Judgment included copies of the various notices required under NRS 116. (*See* Def. Mot. Summ. Jud., July 6, 2015, Ex. E, F, and G). Moreover, Plaintiffs will demonstrate with affirmative evidence in the instant motion that every relevant portion of NRS Chapter 116 was complied with and that they are entitled to judgment as a matter of law.

SFR Invs. Pool 1, LLC v. U.S. Bank, N.A. has made expressly clear that a portion of a lien created under NRS 116, which is equal to the amounts which have come due for regular assessments in the 9 months prior to the initiation of the action to enforce the lien, is prior to a first deed of trust and can extinguish the security interest on the subject property so long as that super-priority portion remains unpaid. 130 Nev. Adv. Op. 75, 334 P.3d 408 (2014), reh'g denied (Oct. 16, 2014). The super-priority portion of the lien was not paid by any entity in the instant case.

Furthermore, discovery has not yielded any defect in the underlying foreclosure sale. In fact, discovery has only leant further support to Plaintiffs' position by demonstrating that each step of the foreclosure process under NRS 116 have been complied with. The recitals contained in the Foreclosure Deed are further conclusive evidence of compliance with the provisions of

1 NRS 116. However, in this case, there are records that demonstrate that all processes required
2 under NRS 116 were complied with, and as such, this Court need not rely on the conclusive effect
3 of the deed recitals. Moreover, Plaintiffs are bona fide purchasers of the Property. Accordingly,
4 under the Court's decision in *Shadow Wood Homeowners Ass'n v. NY Cmty. Bancorp. Inc.*, the
5 Court will not grant equitable relief to the detriment of innocent third parties, such as Plaintiffs.
6 132 Nev. Adv. Op. 5, 366 P.3d 1105 (2016).

7 Defendants have not and still cannot, even after conducting discovery, raise any issue or
8 dispute as to any material fact which would prevent a ruling in favor of Plaintiffs as a matter of
9 law. There are no disputed material facts, nor is there any question as to matters of controlling
10 law. Accordingly, Plaintiffs respectfully request that this Court grant summary judgment in their
11 favor and quiet title of this Property.

12 **II. STATEMENT OF UNDISPUTED FACTS**

- 13 1. Plaintiffs Anthony S. Noonan IRA, LLC, Lou Noonan, and James M. Allred IRA,
14 LLC, purchased this Property at a public foreclosure auction on July 21, 2014,
15 conducted by Red Rock Financial Services. (Exhibit 1)
- 16 2. A Foreclosure Deed was granted in favor of Anthony S. Noonan IRA, LLC and Lou
17 Noonan and James M. Allred IRA, LLC on July 23, 2014. (Exhibit 1)
- 18 3. This deed was recorded on July 25, 2014. (Exhibit 1)
- 19 4. This deed contained the following recital:

20 This conveyance is made pursuant to the powers conferred upon agent by
21 Nevada Revised Statutes, the Coronado Ranch Landscape Maintenance
22 Corporation governing documents (CC&R's) and that certain Lien for
23 Delinquent Assessments, described herein. Default occurred as set forth in a
24 Notice of Default and Election to Sell, recorded on 06/21/2011 as instrument
25 number 002390 Book 20110621 which was recorded in office of the recorder
26 of said county. Red Rock Financial Services has complied with all requirements
27 of law including, but not limited to, the elapsing of 90 days, mailing of copies
28 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 total amount due on the lien was \$2,825.99. (Exhibit 7)
7. 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). (Exhibit 2-1)
8. On October 12, 2011, an assignment of the aforementioned Deed of Trust was recorded which purported to transfer the beneficial interest thereof 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)
9. On August 16, 2013, an assignment of the aforementioned Deed of Trust was recorded which purported to transfer the beneficial interest thereof to Nationstar Mortgage, LLC. (Exhibit 2-3)
10. 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. (Exhibit 3-1)
11. 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)

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12. 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)
13. 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)
14. The Notice of Foreclosure Sale was recorded on June 26, 2014, and was mailed to all required parties including Defendants. (Exhibit 7)
15. The HOA foreclosure sale occurred on or about July 21, 2014 and a Foreclosure Deed was recorded against the Property shortly thereafter. (Exhibit 1)
16. 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)
17. The assessments for the HOA in the time preceding the recording of the Lien for Delinquent Assessments were \$216.00 per year, and no payments were made in the nine (9) months preceding that recording. (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).

1 When reviewing a motion for summary judgment, the evidence, and all reasonable
2 inferences drawn from the evidence, must be viewed in a light most favorable to the non-moving
3 party. See *Allstate Ins. Co. v. Fackett*, 125 Nev. 132, 137, 206 P.3d 572, 575 (2009); *Waldman v.*
4 *Maini*, 124 Nev. 1121, 1136, 195 P.3d 850, 860 (2008); *Sustainable Growth Initiative Comm. v.*
5 *Jumpers, LLC*, 122 Nev. 53, 61, 128 P.3d 452, 458 (2006); *Wood v. Safeway, Inc.*, 121 Nev. 724,
6 729, 121 P.3d 1026, 1029 (2005); *Kahn v. Morse & Mowbray*, 121 Nev. 464, 473–74, 117 P.3d
7 227, 234 (2005); *Weiner v. Beatty*, 121 Nev. 243, 246, 116 P.3d 829, 830 (2005) However, the
8 mere existence of some issue of fact does not necessarily preclude summary judgment. *Wood v.*
9 *Safeway, Inc.*, 121 Nev. 724, 730, 121 P.3d 1026, 1030 (2005); *Oh v. Wilson*, 112 Nev. 38, 39,
10 910 P.2d 276, 277 (1996). The 1986 United States Supreme Court summary judgment trilogy
11 emphasized that to prevent summary judgment a factual issue must be “genuine.” See *Anderson*
12 *v. Liberty Lobby, Inc.*, 477 U.S. 242, 247–48, 106 S. Ct. 2505, 2509-10 (1986); *Matsushita Elec.*
13 *Indus. Co. v. Zenith Radio Corp.*, 475 U.S. 574, 586–87, 106 S. Ct. 1348, 1355-56 (1986), *cert.*
14 *denied*, 481 U.S. 1029 (1987); *Sustainable Growth Initiative Committee v. Jumpers, LLC*, 122
15 Nev. 53, 61, 128 P.3d 452, 458 (2006); *Wood v. Safeway, Inc.*, 121 Nev. 724, 730, 121 P.3d 1026,
16 1030 (2005). Moreover, the court is required to view the facts in the light most favorable to the
17 non-moving party only if there is a “genuine” dispute with respect to those facts. See *Ricci v.*
18 *DeStefano*, 557 U.S. 557, 585, 129 S. Ct. 2658, 2677 (2009). A trial court is not obligated to draw
19 all possible inferences in the nonmoving party’s favor—only all reasonable inferences. *Villiarimo*
20 *v. Aloha Island Air, Inc.*, 281 F.3d 1054 (9th Cir. 2002). When the opposing party offers no direct
21 evidence of a genuine issue of material fact, inferences may be drawn only if they are reasonable
22 in light of the other undisputed background or contextual facts and if they are permissible under
23 the governing substantive law. *Nev. Power Co. v. Monsanto Co.*, 891 F. Supp. 1406 (D. Nev.
24 1995).

25 **IV. AUTHENTICATION OF DOCUMENTS**

26 **A. Request for Judicial Notice**

27 Pursuant to NRS 52.085(2), a document is presumed to be authentic whenever a document
28 has been authorized by law to be recorded or filed in a public office. Here, Plaintiff relies on a

1 number of documents related to the subject Property that are recorded with the Clark County
2 Recorder's Office. Therefore, since these documents have been filed with a public office, Plaintiff
3 respectfully requests that this Court take judicial notice of the following official records, copies
4 of which are attached hereto:

- 5 1. Foreclosure Deed, recorded on July 25, 2014 as Clark County Recorder's instrument
6 number 20140725-0000291. (Exhibit 1)
- 7 2. Deed of Trust, recorded on February 20, 2007 as Clark County Recorder's instrument
8 number 20070220-0004388 (re-recorded as 20070607-0003687). (Exhibit 2-1)
- 9 3. Assignment of Deed of Trust, recorded on October 12, 2011 as Clark County
10 Recorder's instrument number 201110120000574. (Exhibit 2-2)
- 11 4. Assignment of Deed of Trust, recorded on August 16, 2013 as Clark County
12 Recorder's instrument number 201308160000512. (Exhibit 2-3)
- 13 5. Deed of Trust, recorded on February 20, 2007 as Clark County Recorder's instrument
14 number 20070220-0004389. (Exhibit 3-1)
- 15 6. Assignment of Deed of Trust, recorded on October 15, 2014 as Clark County
16 Recorder's instrument number 20141015-0002470. (Exhibit 3-2)
- 17 7. Lien for Delinquent Assessments, recorded on April 26, 2011 as Clark County
18 Recorder's instrument number 201104260002234. (Exhibit 5-1)
- 19 8. Notice of Default and Election to Sell Under Homeowners Association Lien, recorded
20 on June 21, 2011 as Clark County Recorder's instrument number 201106210002390.
21 (Exhibit 6-1)
- 22 9. Notice of Foreclosure Sale, recorded on June 26, 2014 as Clark County Recorder's
23 instrument number 20140628-0003624. (Exhibit 7-1)

24 As these documents all bear the stamp of the Clark County Recorder's Office, they are
25 considered to be public records. Therefore, under NRS 52.085, this Court may take judicial notice
26 thereof.

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1 **B. The documents produced by Red Rock Financial Services are authentic under**
2 **NRS 52.260.**

3 Plaintiffs also rely on documents received from Red Rock Financial Services in response
4 to a Subpoena Duces Tecum relating to the subject Property. Under NRS 52.260, the contents of
5 records made in the course of a regularly conducted activity may be proved by a copy of the
6 record that has been authenticated by a custodian in a signed affidavit. In the affidavit, the
7 custodian must verify that the record was made: 1) at or near the time of the act or event for which
8 the information was recorded by a person with knowledge of the act or event; and 2) in the course
9 of regularly conducted business. *See* NRS 52.260(2). Under NRS 52.260(3) this affidavit must
10 contain the following information: 1) the name of the Custodian of Records, 2) their position, 3)
11 the name of the employer, 4) the date the deponent was served with a subpoena for records, 5)
12 what the requested records pertain to, and 6) the affidavit must be signed before a Notary Public.
13 Additionally, any party intending to offer an affidavit for these purposes must adhere to the
14 requirements of NRS 52.260(4) and must make the record available for inspection by the other
15 parties. The records attached to an affidavit adhering to these requirements is considered to be
16 authentic.

17 In the present case, Plaintiffs rely on the following documents:

- 18 1. Mailing Records and Accompanying Letter for the Lien for Delinquent
19 Assessments (Exhibit 5-2).
20 2. Mailing Records for the Notice of Default and Election to Sell (Exhibit 6-2).
21 3. Mailing, Publication, and Posting Records for the Notice of Sale (Exhibit 7-2).

22 Red Rock Financial Services included as a part of the response to the Subpoena Duces
23 Tecum that was propounded by Plaintiffs, a Certificate of Custodian of Records for their disclosed
24 file. This Certificate of Custodian of Records (attached hereto as Exhibit 4) is signed by Julia
25 Thompson and dated March 11, 2016. Within this certificate, Julia Thompson identifies herself
26 as the custodian of records of Red Rock Financial Services and declares that the records returned
27 pertain to 7883 Tahoe Ridge Ave. Las Vegas, NV 89139, the Property. The affidavit contains the
28 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

1 and were made by a person with knowledge in the course of Red Rock Financial Services's
2 regularly conducted activities. This document is then signed by Ms. Thompson. Additionally,
3 these documents were disclosed by Plaintiffs to Defendants, thereby satisfying the requirement
4 that these documents be shared. Defendants have offered no complaint about the authenticity of
5 these records. Additionally, an examination of these documents will demonstrate consistency with
6 the subject property and with the documents on record with the Clark County Recorder's Office.

7 Therefore, under NRS 52.260, the documents accompanied by the Certificate of
8 Custodian of Records are authentic and admissible in the courts of Nevada.

9 These documents came from the records of Red Rock Financial Services, and were kept
10 in reference to the subject Property and HOA foreclosure sale at issue in this case. It was, and
11 continues to be, the regular business practice of Red Rock Financial Services to keep the records
12 surrounding the properties they are asked to non-judicially foreclose on behalf of various
13 homeowners associations.

14 15 **V. LEGAL ARGUMENT**

16 All procedures required under NRS Chapter 116 were complied with and documented,
17 and Defendants have not provided any evidence of a defect in the underlying foreclosure sale.
18 Moreover, Defendants have failed to provide any evidence to refute Plaintiffs' position that they
19 are bona fide purchasers of the Property. Accordingly, no issue exists which would preclude
20 summary judgment in favor of Plaintiffs.

21 **A. NRS 116.3116 Granted to the HOA a Super Priority Lien That Takes** 22 **Priority Over the Deed of Trust.**

23 NRS 116.3116 provides in part:

24 **Liens against units for assessments.**

25 **1. The association has a lien on a unit for** any construction penalty that is imposed
26 **against the unit's owner pursuant to NRS 116.310305, any assessment levied**
27 **against that unit or any fines imposed against the unit's owner from the time**
28 **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

1 payable in installments, the full amount of the assessment is a lien from the time
2 the first installment thereof becomes due.

3 2. A lien under this section is prior to all other liens and encumbrances on a unit
4 except:

5 (a) Liens and encumbrances recorded before the recordation of the declaration and,
6 in a cooperative, liens and encumbrances which the association creates, assumes or
7 takes subject to;

8 (b) A first security interest on the unit recorded before the date on which the
9 assessment sought to be enforced became delinquent or, in a cooperative, the first
10 security interest encumbering only the unit's owner's interest and perfected before
11 the date on which the assessment sought to be enforced became delinquent; and

12 (c) Liens for real estate taxes and other governmental assessments or charges
13 against the unit or cooperative.

14 **The lien is also prior to all security interests described in paragraph (b)**
15 **to the extent of any charges incurred by the association on a unit pursuant to**
16 **NRS 116.310312 and to the extent of the assessments for common expenses**
17 **based on the periodic budget adopted by the association pursuant to NRS**
18 **116.3115 which would have become due in the absence of acceleration during**
19 **the 9 months immediately preceding institution of an action to enforce the lien.**

20 Nev. Rev. Stat. § 116.3116 (emphasis added).

21 By its clear terms, NRS 116.3116 (2) provides that the super-priority lien for assessments
22 which have come due in the 9 months prior to the initiation of an action to enforce the lien are
23 “prior to all security interests described in paragraph (b).” The deeds of trust held by Defendants
24 falls squarely within the language of paragraph (b). The statutory language does not limit the
25 nature of this “priority” in any way. In *SFR Invs. Pool 1, LLC*, the Nevada Supreme Court held
26 that the foreclosure of the HOA lien extinguishes first trust deeds.

27 NRS 116.3116 gives a homeowners’ association (HOA) a superpriority lien on an
28 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

1 of this holding, we vacate the order denying preliminary injunctive relief and
2 remand for further proceedings consistent with this opinion.

3 *SFR Invs. Pool 1, LLC*, 334 P.3d at 411-12.

4 Thus, a nine month HOA “super-priority” lien has precedence over the mortgage lien, and
5 that foreclosure of the HOA lien extinguishes a first trust deed.

6 **B. The Instant Foreclosure Sale Complies with NRS Chapter 116.**

7 Here, the underlying foreclosure was conducted properly and in accordance with all
8 relevant provisions of NRS 116. Furthermore, Plaintiffs have demonstrated, with support from
9 the information gained through discovery, full compliance with the statutory provisions of NRS
10 Chapter 116, to wit:

11 Pursuant to NRS 116.31162, a Notice of Delinquent Assessment (NODA) must be mailed
12 (by certified/registered mail, return receipt requested) to the unit/property’s owner or his/her
13 successor in interest. This notice must also contain a description of the unit/property against which
14 the lien is imposed and the name of the record owner of the unit/property. See: Exhibit 5 attached
15 hereto for a copy of the NODA which complies with NRS 116.31162, recorded on April 26, 2011.
16 The NODA is accompanied by mailing receipts and other relevant proof of service.

17 Pursuant to NRS 116.31163, after recording the Notice of Default and Election to Sell,
18 the HOA is required to mail a copy of the Notice of Default and Election to Sell to any person
19 which falls into any of the three categories described therein. See Exhibit 6 attached hereto for
20 the Notice of Default recorded on June 21, 2011 accompanied by all relevant mailing receipts
21 addressed to each party with a recorded interest in the property at the time of the mailings.

22 After the 90-day period has expired, but before selling the unit/property, the HOA must
23 also give notice of the time and place of the sale. Once the NRS 116.31163 requirements are met,
24 if the lien has not been paid off within 90 days, the HOA may continue with the foreclosure
25 process. See NRS 116.31162(1)(c). As a prerequisite to sale, the HOA must mail a Notice of Sale
26 to all parties with a recorded interest. Additionally, the association must mail the notice of the
27 sale to: each person entitled to receive a copy of the notice of default and election to sell under
28 NRS 116.31163, any holder of a recorded security interest or the purchaser of the unit/property,

1 and the Ombudsman. See Exhibit 7 attached hereto for the Notice of Sale (recorded June 26,
2 2014) accompanied by all relevant proofs of service to each relevant party.

3 As the Foreclosure Deed (Exhibit 1) shows, Plaintiffs acquired the Property on July 21,
4 2014 at a public lien foreclosure sale conducted by Red Rock Financial Services on behalf of the
5 HOA. (See Exhibit 1).

6 NRS 116.3116 grants HOA liens priority over a first deed of trust for at least the
7 “assessments for common expenses based on the periodic budget adopted by the association
8 pursuant to NRS 116.3116 which would have become due in the absence of acceleration during
9 the 9 months immediately preceding institution of an action to enforce the lien” The Nevada
10 Supreme Court defined “an action to enforce the lien” as the mailing of the notice of delinquent
11 assessment when it stated that “NRS 116 does not require an association to take any particular
12 action to enforce its lien, but [only] that it institutes an action, which includes the HOA taking
13 action under NRS 116.31162 to initiate the nonjudicial foreclosure process.” *SFR*, 334 P.3d at
14 417 (internal citations and quotations omitted). As demonstrated above, the NODA was recorded
15 on April 26, 2011. The annual assessments due at the time were \$216.00. (See Exhibit 9 – HOA
16 Account Ledger). Thus, the total amount which *came due* in the nine months preceding the
17 mailing and recording of the NODA was \$216.00.

18 The specific notices in this case also contained the necessary information to put
19 Defendants on notice of the super-priority amount. In *SFR*, the Court explicitly rejected the
20 argument that, in HOA super-priority lien foreclosures, notice that does not specifically
21 enumerate the super-priority amount is somehow constitutionally defective. *SFR Invs. Pool 1*,
22 334 P.3d at 418. In fact, because of the range of parties entitled to notice of an HOA lien, the
23 Court specifically stated that it is “appropriate [for the HOA notices] to state the total amount of
24 the lien.” *Id.* The Court deemed this information sufficient to allow interested parties to
25 “determin[e] the precise superpriority amount in advance of the sale.” *Id.*¹

26
27 ¹ In support of its position, the Court cited to *In re Medaglia*, 52 F.3d 451, 455 (2d Cir.1995)
28 (“[I]t is well established that due process is not offended by requiring a person with actual,
timely knowledge of an event that may affect a right to exercise due diligence and take necessary
steps to preserve that right.”).

1 Here, the facts are no different. Regardless of whether the notices explicitly identified
2 what portion of the lien the HOA believed to have super-priority, or contained specific
3 instructions for how Defendants could protect their interest, the content of the notices did not
4 render them constitutionally defective. Defendants had the information required to determine the
5 super-priority amount, or alternatively, pay the entire lien amount and then request
6 reimbursement. Therefore, in accordance with *SFR*, Defendants cannot now claim the notice was
7 defective.

8 Despite having all notice required under NRS 116, Defendants never sought injunctive
9 relief or filed a lis pendens as is required under *Shadow Wood*. 366 P.3d at 1115 n.7. Defendants
10 did not even attempt to tender the full amount of assessments that were due in the 9 months
11 preceding the action to enforce the lien. Simply put, Defendants failed to take sufficient action to
12 protect their lien. Under the standards defined in *Shadow Wood* and *SFR*, the instant case is
13 exactly the kind which is ripe for adjudication by way of summary judgment in favor of Plaintiffs.
14 There are no disputed material facts, nor are there any questions as to matters of controlling law.
15 Defendants now seek to invalidate a properly held NRS 116 sale to seek to avoid the consequences
16 of their own abject failure to act. As such, Plaintiffs respectfully request that this Court grant
17 summary judgment in their favor and quiet title of the Property.

18 **C. There is No Recorded Evidence of a Tender of the Super-Priority Amount.**

19 No document had been recorded, at the time of the foreclosure sale, that would indicate
20 that any party attempted to tender payment of the super-priority portion of the HOA's lien to
21 either the HOA Trustee or the HOA. Pursuant to NRS Chapter 111 and NRS Chapter 106, any
22 attempted payment of a superpriority lien must be recorded in order to be effective and
23 enforceable against a subsequent purchaser. "Recording statutes provide "constructive notice" of
24 the existence of an outstanding interest in land, thereby putting a prospective purchaser on notice
25 that he may not be getting all he expected. Constructive notice is that which is imparted to a
26 person upon strictly legal inference of matters which he necessarily ought to know, or which, by
27 the exercise of ordinary diligence, he might know." *Allison Steel Mfg. Co. v. Bentonite, Inc.*, 86
28 Nev. 494, 497, 471 P.2d 666, 668 (1970).

Specifically, NRS 111.325,² when read in conjunction with NRS 111.010³ requires that any written instrument which creates, aliens, or assigns any real property interest must be recorded to be effective against subsequent purchasers. Similarly, NRS 106.220⁴ requires that any change to the priority of a real property lien must be recorded to be effective against third parties. Pursuant to NRS 116.31162, an association may not foreclose on a lien which consists solely of fines or penalties. Rather, it must consist, at least in part, of amounts for delinquent assessments or nuisance abatements, both of which are entitled to superpriority from the date upon which the notice of delinquent assessment is recorded. It should be noted that the protections afforded by the recording requirements in NRS 106.220 are not limited to bona fide purchasers. Therefore, without having recorded any document evidencing an attempted payment, it is ineffective to limit the interest acquired by Plaintiffs.

Defendants may assert that lien releases need not be recorded to be effective against third parties. This argument must fail for a number of reasons. First, NRS 106.220 expressly requires

² **NRS 111.325 Unrecorded conveyances void as against subsequent bona fide purchaser for value when conveyance recorded.** Every conveyance of real property within this State hereafter made, which shall not be recorded as provided in this chapter, shall be void as against any subsequent purchaser, in good faith and for a valuable consideration, of the same real property, or any portion thereof, where his or her own conveyance shall be first duly recorded. (emphasis added)

³ **NRS 111.010 Definitions.** As used in this chapter:

1. “Conveyance” shall be construed to embrace every instrument in writing, except a last will and testament, whatever may be its form, and by whatever name it may be known in law, by which any estate or interest in lands is created, aliened, assigned or surrendered.

⁴ **NRS 106.220 Filing and recording of instruments subordinating or waiving priority of mortgages or deeds of trust; constructive notice; effect of unrecorded instruments.**

1. Any instrument by which any mortgage or deed of trust of, lien upon or interest in real property is subordinated or waived as to priority, must, in case it concerns only one or more mortgages or deeds of trust of, liens upon or interests in real property, together with, or in the alternative, one or more mortgages of, liens upon or interests in personal property or crops, the instruments or documents evidencing or creating which have been recorded prior to March 27, 1935, be recorded in the office of the recorder of the county in which the property is located, and from the time any of the same are so filed for record operates as constructive notice of the contents thereof to all persons. The instrument is not enforceable under this chapter or chapter 107 of NRS unless and until it is recorded.

2. Each such filing or recording must be properly indexed by the recorder. (emphasis added)

1 any instrument which limits the priority of a lien to be recorded to be enforceable against a third
2 party. Notably, NRS 106.220's protections are not limited to bona fide purchasers. Thus, even if
3 this Court finds that Plaintiffs are not bona fide (and the evidence in this case demonstrates that
4 Plaintiffs are, in fact, bona fide, as discussed below), NRS 106.220 protects their unencumbered
5 interest in the Property.

6 Second, NRS 111.010 defines the term "conveyance." NRS 111.010 states that
7 "Conveyance" shall be construed to embrace **every instrument in writing**, except a last will and
8 testament, whatever may be its form, and by whatever name it may be known in law, by **which**
9 **any estate or interest in lands is created, aliened, assigned or surrendered.**" (emphasis
10 added).

11 Even Defendants' allegations that they attempted payment of the superpriority lien, and
12 therefore their tender attempt resulted in the limitation of the HOA's lien priority, must fail. This
13 argument rests on the contention that a written instrument aliened a portion of the HOA's lien
14 interest. However, there was no recordation of any such written instrument. Therefore, under the
15 clear statutory requirements of NRS 111 and NRS 106, even if such a written instrument existed,
16 it would be ineffective against any subsequent purchaser to limit the priority of the foreclosed
17 lien.

18 In the instant matter, it is undisputed that when the HOA recorded its Lien for Delinquent
19 Assessments, that lien contained superpriority amounts. Therefore, the HOA's interest in the land
20 was a first security lien interest, superior to all other liens and encumbrances, including any deeds
21 of trust. Even if Defendants were to provide evidence that a party had satisfied the full
22 superpriority amount, it would have resulted in the alienation or surrender the HOA's first security
23 lien interest in the land. Specifically, it would have aliened (or caused the surrender of) the first
24 priority position from the HOA and by operation of law, and resulted in the deed of trust becoming
25 the first priority security interest on the Property. If nothing else, a first security lien interest in
26 the Property would be surrendered by the HOA to the holder of the deed of trust, placing it
27 squarely in the definition of a conveyance. Thus, a lien release, by its very definition, is a
28

1 conveyance, and therefore, pursuant to NRS 111.315-325, it cannot be held enforceable against
2 third party purchasers if not recorded.

3 Based on the statutory authority in NRS Chapter 111 and NRS Chapter 106, there is no
4 question that a lien release must be recorded to be enforceable against a third party purchaser.
5 Here, there was no recordation, so any effect that any alleged tender may have had on the HOA's
6 lien cannot be enforced against Plaintiffs.

7
8 **D. Bank of America, N.A.'s Purported Tender Did Not Satisfy the Superpriority**
9 **Lien**

10 Defendants contend that the letter purportedly sent by Miles Bauer on behalf of Bank of
11 America, N.A. ("BANA") to the HOA Trustee offering to pay the super-priority portion of the
12 HOA's lien extinguished that lien according to the tender doctrine. (*See* Def. Reply in Supp. of
13 Mot. for Summ. Jud., April 8, 2016, at pgs. 4-5). However, Defendants offer no proof of mailing,
14 or other evidence demonstrating that the letter containing the offer to pay, and purportedly
15 accompanying check, were ever actually sent to the HOA Trustee. Moreover, the HOA did not
16 tender a sufficient amount to satisfy the superpriority portion of the HOA's lien and the language
17 in the purported tender offer was conditional, thereby defeating the purported tender's
18 effectiveness.

19 **1. The Payment Offered by Defendant was Insufficient to Satisfy the Superpriority Lien**

20 NRS 116.3116(1) confers to an HOA a lien on a homeowner's unit
21 for unpaid assessments, construction penalties, and fines levied
22 against the unit. NRS 116.3116(2) establishes the priority of that
23 lien, splitting the lien into two pieces—"a superpriority piece and a
24 subpriority piece." *SFR Invs. Pool 1, LLC v. U.S. Bank, N.A.*, 130
25 Nev. Adv. Rep. 75, 334 P.3d 408, 411 (2014). The superpriority
26 lien is . . . prior to all security interests . . . to the extent of any
27 charges incurred by the association on a unit pursuant to NRS
28 116.310312 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.

Horizons at Seven Hills Homeowners Ass'n v. Ikon Holdings, LLC, 373 P.3d 66, 69 (Nev. 2016)

1 It is undisputed that the HOA in this case collects an annual assessment, the entirety of
2 which comes due on January 1 of each year. It is further undisputed that the annual assessment
3 is \$216. (Exhibit 9) The action to enforce the lien (the recording the notice of delinquent
4 assessment lien) occurred on April 26, 2011. (Exhibit 5) Thus, as described in *Ikon* the portion
5 of the lien which was entitled to superpriority is the sum of all amounts which came due in the 9
6 months preceding April 26, 2011. That sum is \$216.00. By contrast, Defendant only offered to
7 pay \$162.00. Even if the HOA foreclosure agent had accepted the payment, \$54.00 of the
8 superpriority lien would have remained intact. However, Miles Bauer submitted its check with
9 a letter which contained the following language:

10 “This is a non-negotiable amount and any endorsement of said
11 cashier’s check on your part, whether express or implied, will be
12 strictly construed as an unconditional acceptance on your part of the
13 facts stated herein and express agreement that BANA’s financial
14 obligations [...] have now been ‘paid in full.’”

15 (See Def. Reply in Supp. of Mot. for Summ. Jud., April 8, 2016, at Exhibit I-3).

16 Yet, the amount Defendant tendered, as a matter of law, was insufficient to satisfy their
17 obligations. The Nevada Supreme Court has expressly held that an insufficient payment coupled
18 with “paid in full” conditions can be rightfully rejected. See: *Cty. of Clark v. Blanchard Constr.*
19 *Co.*, 98 Nev. 488, 493, 653 P.2d 1217, 1221 (1982) (“[W]e conclude that Empire did not act
20 unreasonably in refusing the tendered check. The check which Empire refused contained the
21 following notation: ‘Acceptance of this check pays our account in full on Firestation No. 21 . . .
22 and is not subject to audit thereafter.’ Blanchard, of course, actually owed Empire an additional
23 \$ 4,025.00, which it was seeking to collect from Clark County in arbitration. For that reason,
24 payment of the \$ 884.38 would not constitute payment in full. Regardless of whether Empire
25 could have accepted the conditional check and reserved its rights to pursue further claims, it
26 surely was under no affirmative duty to do so.”).

27 The facts of Blanchard are virtually identical those found in the instant case and this court
28 should reach the same conclusion: Defendant failed to make payment of the full amount
necessary to protect its lien interest but demanded that the payment extinguish its obligations.
Defendant had no right to make such a demand, and thus, its tender was ineffective and its rights

1 were not preserved. The HOA foreclosure agent was well within its rights to reject the payment,
2 and Plaintiff, as a result, obtained an unencumbered interest in the subject property.

3
4 2. A Payment Offered With Conditions is Not a Tender

5 While “tender” has not been well defined by Nevada Courts, the *Am Jur 2d* provides this
6 honorable court with some guidance:

7 A "tender" is an offer of payment that is coupled either with ***no***
8 ***conditions*** or only with conditions upon which the tendering party
has a right to insist.

9 ...

10 The universal rule is that a tender upon condition for which there is
11 no foundation in the contractual relation between the parties is
ineffective, or as sometimes expressed, **a tender must be without**
12 **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
13 in the contractual relation between the parties to warrant it...

14 74 Am. Jur. 2d Tender § 24. Stated differently, the Supreme Court of Idaho has written:

15 Tender is the ***unconditional*** offer of a debtor to the creditor of the
16 amount of his debt. This means the real amount of the debt as fixed
17 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
18 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
19 amount beyond reasonable dispute, but it means the amount due, --
actually due.

20 *Dohrman v. Tomlinson*, 88 Idaho 313, 318, 399 P.2d 255, 258 (1965). However, even if the Court
21 were to entertain an argument of possible tender, it is clear that the burden rest with the tenderer
22 to show that proper tender was given.

23 The burden of proving a valid tender is on the party asserting it, and
24 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
25 been absolute and free from all conditions, as well as the present
ability of immediate performance at the time of the tender.

26
27 74 Am. Jur. 2d Tender § 47. In the instant case, Defendants cannot show that tender was offered
28 free of all conditions.. The language contained in this the Miles Bauer letter makes expressly clear
that acceptance of the payment would result in “an unconditional acceptance on your part of the

1 facts stated herein.” *Id.* These facts include: the amount owed of the superpriority lien, which
2 Miles Bauer miscalculated. Not only are the conditions contained in the Miles Bauer letter
3 untenable, but the mere existence of *any* conditions renders the tender ineffective.

4 Sister courts from within the Ninth Circuit agree with Plaintiffs’ view of the definition of
5 “tender.” “Tender means that it is made in good faith, the party making the tender has the ability
6 to perform, and ***the tender must be unconditional.***” *Alicea v. GE Money Bank*, 2009 U.S. Dist.
7 LEXIS 60813, 2009 WL 2136969, at *3 (N.D. Cal. July 15, 2009). With all due respect to
8 Defendants, the issue of tender in this case is not a question of fact. To the contrary, giving
9 Defendants the full benefit of the standard of judgment for the Motion for Summary Judgment,
10 this issue calls for a legal decision, not a factual one. And that legal decision should be made in
11 favor of Plaintiffs.

12 Accordingly, as a legal matter, the HOA rightly rejected the purported, “non-negotiable”
13 tender proposed by BANA and it is undisputed that the superpriority lien remained unpaid at the
14 time of the foreclosure sale. Had BANA made an unconditional tender offer for the super priority
15 lien amount, Defendants’ case might have merit, but that is not what BANA did. BANA did not
16 even pay the full amount of assessments due which had accrued in the previous nine months. Just
17 as in *SFR*, the problem here is of Defendants’ own making, and not the result of the HOA’s wise
18 decision to reject BANA’s unreasonable offer.

19 As the Supreme Court noted in *SFR*, BANA had other remedies available to it to protect
20 its deed of trust. For example, BANA could have (1) made an unconditional offer of payment, (2)
21 filed for a temporary restraining order to prevent the HOA foreclosure sale or (3) paid the full
22 amount of the HOA lien and later request a refund of the overpayment. Instead, Defendants’
23 predecessor chose to do nothing more, not even bothering to record an affidavit setting forth the
24 facts of the tender offer to advise subsequent purchasers of its contested claim regarding the
25 validity of the HOA super priority lien. Defendants’ decision to do nothing knowingly put
26 innocent purchasers in harm’s way. As a result, Defendants are barred by the equitable doctrines
27 of laches and unclean hands from contesting the HOA foreclosure sale.

1 Accordingly, Defendants' previous argument that its purported tender offer is sufficient
2 grounds for denying summary judgment in Plaintiffs' favor must fail. Even if Defendants were
3 able to produce evidence demonstrating that the tender offer was mailed to the HOA Trustee, and
4 assuming *arguendo* that the Court were to accept that as sufficient action to protect Defendants'
5 interest, rendering the Property subject to the first Deed of Trust or invalidating the sale altogether
6 are not appropriate remedies. As discussed further below, Plaintiffs are bona fide purchasers of
7 the Property, and granting such relief to Defendants would punish Plaintiffs, innocent third
8 parties, for Defendants' lack of proper action. Therefore, even if this Court determined that
9 Defendants sustained some injury as a result of the HOA Trustee's actions, this does not preclude
10 summary judgment in favor of Plaintiffs.

11 **E. There is No Factual Dispute That Plaintiffs are Bona Fide Purchasers, Who**
12 **are Entitled to a Quiet Title Under Nevada Law.**

13 *Shadow Wood* defined bona fide purchasers:

14 A subsequent purchaser is bona fide under common-law principles if it takes the
15 property 'for a valuable consideration and without notice of the prior equity, and
16 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.'

17 *Shadow Wood*, 366 P.3d at 1115 (citing *Bailey v. Butner*, 64 Nev. 1, 19, 176 P.2d 226, 234 (1947)).

18 Given that, by statute, an NRS Chapter 116 super-priority lien is superior to a first deed
19 of trust, in order for a purchaser to be on notice of a superior deed of trust, a bank defendant is
20 obligated to demonstrate that there was a defect in the underlying sale AND that the purchaser
21 (who gave valuable consideration) was on notice (actual, constructive, or inquiry) of the defect.
22 In light of the undisputed facts of this case, Plaintiffs are bona fide purchasers, and therefore
23 entitled to judgment as a matter of law.

24 Here, it is undisputed that Plaintiffs gave value for the Property. (See Exhibits 1 and 10).
25 There are no allegations to the contrary. In fact, Plaintiffs paid \$50,100.00 for the property. It is
26 also undisputed that Plaintiffs took title to the Property without any notice of a defect in the
27 underlying sale. (See Exhibit 10) Thus, Plaintiffs are bona fide purchasers.

28 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

1 to protect its interests instead of a third-party purchaser with no knowledge of a dispute between
2 the lender and the HOA or its foreclosure trustee. *Shadow Wood* requires that before a court sitting
3 in equity can divest a property interest from a third-party purchaser, it must “consider the entirety
4 of the circumstances that bear upon the equities. This includes considering the status and actions
5 of all parties involved, including *whether an innocent party may be harmed by granting the*
6 *desired relief.*” *Shadow Wood*, 366 P.3d at 1114-15 (internal citations omitted) (emphasis added).

7 The Court explained further:

8 Consideration of harm to potentially innocent third parties is especially pertinent
9 here where [bank] did not use the legal remedies available to it to prevent the
10 property from being sold to a third party, such as by seeking a temporary restraining
11 order and preliminary injunction and filing a lis pendens on the property. *See* NRS
12 14.010; NRS 40.060. *Cf. Barkley's Appeal. Bentley's Estate*, 2 Monag. 274, 277
13 (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.”).

14 *Id.* at n7. Well-established Nevada case law supports this reasoning as it is applied to a bona fide
15 purchaser. *See Moore v. De Bernardi*, 47 Nev. 33, 54, 220 P. 544, 547 (1923) (“The decisions are
16 uniform that the bona fide purchaser of a legal title is not affected by any latent equity founded
17 either on a trust, [e]ncumbrance, or otherwise, of which he has no notice, actual or constructive.”).

18 1. Plaintiffs Had No Actual Knowledge of any Pre-Sale Attempted Partial Payment

19 Plaintiffs did not know, nor did they have any way of knowing that the HOA Foreclosure
20 agent had (rightfully) rejected a partial payment of the superpriority lien. Plaintiffs have sworn,
21 as evidenced by the affidavit attached hereto as Exhibit 10, that they were unaware of any defect
22 at the time of sale. Defendant has produced no evidence to contradict this assertion. Plaintiff has
23 thus met its initial burden to demonstrate that it meets the criteria of a bona fide purchaser.

24 2. Plaintiffs had no Constructive Knowledge of any Limitation in the Lien's Priority

25 Constructive notice is that which is imparted to a person upon strictly legal inference of
26 matters which he necessarily ought to know, or which, by the exercise of ordinary diligence, he
27 might know.” *Allison Steel Mfg. Co. v. Bentonite, Inc.*, 86 Nev. 494, 497, 471 P.2d 666, 668
28 (1970).

1 There are no documents which have been recorded with the Clark County Recorder which
2 would evidence any partial payment of the HOA's lien. As more fully described in subsection C
3 of this brief, any limitation of the HOA's lien would need to be recorded to be enforceable against
4 the Plaintiffs. Mere awareness of a pre-existing lien or ownership claim, or the mere possibility
5 that another party might challenge the sale in equity does not defeat a party's status as a bona fide
6 purchaser:

7 As to notice, [a bank] submits that 'the simple fact that the HOA trustee is
8 attempting to sell the property, and divest the title owner of its interest, is enough
9 to impart constructive notice onto the purchaser that there may be an adverse claim
10 to title.' Essentially, then, Defendants would have this court hold that a purchaser
11 at a foreclosure sale can never be bona fide because there is always the possibility
12 that the former owner will challenge the sale post hoc. The law does not support
13 this contention.

14 *Shadow Wood*, 366 P.3d at 1116-15.

15 Because there are no recorded documents which would have placed Defendant on notice
16 of any attempted payment or other defect in the sale process, Plaintiffs did not have constructive
17 notice of any superior interest to the property, and thus, they are bona fide.

18 1. Plaintiffs were not on Inquiry Notice

19 "Inquiry notice exists when the purchaser has notice of some fact that, in accordance with
20 human experience, is sufficiently curious or suspicious that the purchaser should be obligated to
21 make a further inquiry into it. (citation omitted). No notice, however, should be imputed to a
22 purchaser if a reasonable search would prove, or would have proven, futile. *Littlefield v.*
23 *Bamberger*, 32 P.3rd 615, 619 (Colo. App. 2001). (emphasis added).

24 Here, there is nothing that Plaintiff could have done to discover the communications or
25 attempted payment between the HOA and the Defendant. In the deposition of Melissa Scott,
26 30(b)(6) witness for Coronado Ranch Landscape Maintenance Association, Ms. Scott confirmed
27 that if Plaintiffs had contacted the HOA for any information regarding the lien, no information
28 would have been provided:

1 Q. In other words, if a potential purchaser in an HOA sale were to have contacted First
2 Service or RMI to determine whether or not a payment plan was in place, would that information
3 have been disclosed?

4 A. No. Not without the owner's permission.

5 Q. If they had contacted First Service or RMI to determine whether or not there had been
6 correspondence with the holder of a first deed of trust, would that information have been
7 disclosed?

8 A. Probably not, no.

9 Q. If a prospective purchaser had contacted RMI to get a ledger for the account, would
10 that have been disclosed?

11 A. No. 5

12 Q. If a prospective purchaser had contacted First Service or RMI to simply ask if the lien
13 amount had decreased at any point, would that information have been disclosed?

14 A. No.
15 (See Exhibit 11)

16 So even had Plaintiffs contacted the HOA to request information regarding the payment or
17 attempted payment of lien amounts, their efforts would have been fruitless. Thus, Plaintiffs were
18 not on inquiry notice of any limitation to the HOA's lien priority.

19
20 Plaintiffs are bona fide purchasers. Like the purchaser in *Shadow Wood*, they gave
21 substantial "valuable consideration" when they purchased the Property at the foreclosure sale,
22 paying \$50,100.00. *See* Exhibit 1. Moreover, not only have Defendants failed to produce evidence
23 of any defects in the HOA foreclosure sale, but they also have not shown that Plaintiffs had any
24 knowledge of any purported defect in the sale, specifically, whether they had attempted a partial
25 payment of the superpriority lien.. It follows, then, that Plaintiffs are certainly bona fide
26 purchasers, and in light of Defendants' actions (or inactions, as the case may be), they are bona
27 fide purchasers who are entitled to summary judgment in this matter.

28 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

1 still not allow them to prevail to the detriment of Plaintiffs, unless they could also show that
2 Plaintiffs had prior knowledge of the legal defect in the HOA foreclosure sale:

3 Because the evidence does not show [Purchaser] had any notice of the pre-sale
4 dispute between [Bank] and [HOA], the potential harm to [Purchaser] must be taken
5 into account and further defeats [Bank's] entitlement to judgment as a matter of
6 law.”

7 *Shadow Wood*, 366 P.3d at 1116. As such, equity demands that Plaintiffs not be divested of their
8 property interest.

9 **F. The Foreclosure was Commercially Reasonable.**

10 Defendants have previously asserted claims that the subject foreclosure sale was somehow
11 commercially unreasonable and should thus be invalidated. Clear, controlling Nevada case law,
12 however, provides a simple framework for evaluating commercial reasonableness, and does not
13 support Defendants’ challenge to this foreclosure sale. Under said case law, discussed below, it
14 is clear that the sale was commercially reasonable as a matter of law, and the record demonstrates
15 that no issue of material fact exists regarding this properly conducted sale. Moreover, at best,
16 claiming that a sale is commercially unreasonable is a defense which may be available to
17 challengers to foreclosure sales generally, but the burden falls on the challenger to demonstrate
18 that the sale is unreasonable. *See Long v. Towne*, 98 Nev. 11, 13, 639 P.2d 528, 530 (1982) (“The
19 Longs have made no such showing [of inadequate price plus fraud, unfairness, or oppression] in
20 this case.”).

21 Plaintiffs purchased this Property at a public foreclosure auction on July 21, 2014,
22 conducted by Foreclosure Trustee, Red Rock Financial Services. (Exhibit 1). A Foreclosure Deed
23 was granted in favor of Plaintiffs on July 23, 2014. (Exhibit 1). This deed was recorded on July
24 25, 2014. (Exhibit 1). This deed contained the following recital:

25 This conveyance is made pursuant to the powers conferred upon agent by Nevada
26 Revised Statutes, the Coronado Ranch Landscape Maintenance Corporation governing
27 documents (CC&R’s) and that certain Lien for Delinquent Assessments, described
28 herein. Default occurred as set forth in a Notice of Default and Election to Sell,
29 recorded on 06/21/2011 as instrument number 002390 Book 20110621 which was
30 recorded in office of the recorder of said county. Red Rock Financial Services has

1 complied with all requirements of law including, but not limited to, the elapsing of 90
2 days, mailing of copies of Lien for Delinquent Assessments and Notice of Default and
3 the posting and publication of the Notice of Sale. Said property was sold by said agent,
4 on behalf of Coronado Ranch Landscape Maintenance Corporation at public auction
5 on 07/21/2014, at the place indicated on the Notice of Sale. Grantee being the highest
6 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.

7 (Exhibit 1)

8 The amount paid by Anthony S. Noonan IRA, LLC and Lou Noonan and James M. Allred IRA,
9 LLC at the foreclosure sale was **\$50,100.00**. (Exhibit 1). The total amount due on the lien was
10 \$2,825.99. (Exhibit 7)

11 **1. *Shadow Wood* requires gross inadequacy of price AND an element of fraud,
12 oppression, or unfairness.**

13 Low price, regardless of whether it is below 20% of “fair market value,” is not sufficient
14 in of itself to demonstrate an HOA foreclosure sale was unreasonable. A low price, even one that
15 is grossly inadequate (generally less than 20%) must be accompanied by a showing of fraud,
16 oppression, or unfairness. Indeed, as set forth in in 1982 and re-affirmed in 2016:

17 ‘However, even assuming that the price was inadequate, that fact standing alone
18 would not justify setting aside the trustee’s sale. In California, it is a settled rule
19 that inadequacy of price, however gross, is not in itself a sufficient ground for
20 setting aside a trustee’s sale legally made; there must be in addition proof of some
21 element of fraud, unfairness, or oppression as accounts for and brings about the
22 inadequacy of price.’ Several earlier California cases are cited. The allegation of
23 value was \$25,000 and the testimony as to value was conflicting. The sale price
was \$5,025. (In approving the rule thus stated, we necessarily reject the dictum in
Dazet v. Landry, supra, implying that the rule requiring more than mere inadequacy
of price will not be applied if ‘the inadequacy be so great as to shock the
conscience.)

24 *Golden v. Tomiyasu*, 79 Nev. 503, 514-15, 387 P.2d 989, 995 (1963) (quoting *Oller v. Sonoma*
25 *County Land Title Co.*, 137 Cal.App.2d 633, 290 P.2d 880 (1955)), accord *Shadow Wood*, 366
26 P.3d at 1111 (“As discussed above, demonstrating that an association sold a property at its
27 foreclosure sale for an inadequate price is not enough to set aside that sale; there must also be a
28 showing of fraud, unfairness, or oppression.”), *Long v. Towne*, 98 Nev. at 13, 639 P.2d at 530
 (“Mere inadequacy of price is not sufficient to justify setting aside a foreclosure sale, absent a

1 showing of fraud, unfairness or oppression.”), *Centeno v. JP Morgan Chase Bank, N.A.*, 2016
2 Nev. Unpub. LEXIS 342 (Nev. Mar. 18, 2016) (“[A] low sales price is not a basis for voiding a
3 foreclosure sale absent ‘fraud, unfairness, or oppression.’”).

4 Defendants may errantly rely on a single parenthetical regarding the Third Restatement in
5 *Shadow Wood* which states that “A court is warranted in invalidating a sale where the price is less
6 than 20 percent of **fair market value** and, absent other foreclosure defects, is usually not
7 warranted in invalidating a sale that yields in excess of that amount.” *Shadow Wood*, 366 P.3d at
8 1112-13 (emphasis added). While the Defendants may argue that any sale price below 20 percent
9 of the fair market value *must* be set aside, that is an erroneous interpretation of this Court’s
10 holding. *Shadow Wood*’s reference to the Third Restatement makes clear that a court need not
11 even consider arguments regarding the commercial reasonableness of a sale unless the sale
12 amount is less than 20 per cent of the fair market value. Furthermore, the Court did not expressly
13 adopt the Third Restatement approach in *Shadow Wood*, although they had the opportunity to.
14 Therefore, any argument that a low purchase price alone is sufficient to demonstrate commercial
15 unreasonableness is not well-taken, as it entirely ignores controlling law. Defendants must do
16 show both. This they cannot do in the instant matter.

17 **a. Defendants cannot establish that the sale price was grossly inadequate,**
18 **and therefore cannot prevail on the theory that the sale was commercially**
19 **unreasonable.**

20 Defendants may attempt to equate the term “fair market value,” with the amount secured
21 by its deed of trust. However, Defendants’ definition of “fair market value” has no basis in law
22 and is contrary to the opinion in *Shadow Wood* and numerous preceding cases. “Fair market
23 value” is “the price at which the property would change hands between a willing buyer and a
24 willing seller, neither being under any compulsion to buy or to sell and both having reasonable
25 knowledge of relevant facts.” *United States v. Cartwright*, 411 U.S. 546, 551, 93 S. Ct. 1713,
26 1716 (1973) (relying on a definition of fair market value “nearly as old as the federal income,
27 estate, and gifts taxes themselves”). The Nevada Supreme Court has expounded on fair market
28 value, explaining that:

1 In determining fair market value, the trier of fact may consider any elements that
2 fairly enter into the question of value which a reasonable businessman would
consider when purchasing.

3 *McCarran Int'l Airport v. Sisolak*, 122 Nev. 645, 672, 137 P.3d 1110, 1128 (2006).

4 Under *McCarran*, a trier of fact should consider that HOA lien foreclosure sale purchasers
5 were essentially buying a title dispute which would result in extensive litigation. Prior to the
6 issuance of the *SFR* decision, purchasers had no certainty as to whether they were purchasing a
7 property which would be subject to a first deed of trust. While the Nevada Supreme Court
8 ultimately made the correct ruling regarding the priority of NRS Chapter 116 liens, decisions
9 which were made at the District Court, including that which resulted in the *SFR* opinion, made it
10 impossible to determine with any certainty the value of the interest being purchased. If the Nevada
11 Supreme Court had held for U.S. Bank in *SFR*, purchasers would have been buying the equivalent
12 of an interest obtained through the foreclosure of a second deed of trust, which, in this case, is
13 significantly less than the value of the interest obtained when purchasing a property
14 unencumbered by the Bank's first deed of trust. Moreover, prospective purchasers have no
15 opportunity to conduct inspections of a property in advance of sale, and are buying with the
16 knowledge that significant repairs may be required before a house is habitable, let alone
17 marketable. These are surely "elements that fairly enter into the question of value which a
18 reasonable businessman would consider when purchasing," and reasonably bring about a fair
19 market value which has no relation to the outstanding debt associated with a deed of trust which
20 was granted near the height of the Nevada real estate bubble.

21 The analysis in *Bourne Valley Court Tr. v. Wells Fargo Bank, N.A.*, 80 F.Supp. 3d 1131
22 (D.Nev. 2015) is also instructive:

23 The commercial reasonableness here must be assessed as of the time the sale
24 occurred. Bank's argument that the HOA foreclosure sale was commercially
25 unreasonable due to the discrepancy between the sale price and the assessed value
26 of the property ignores the practical reality that confronted the purchaser at the time
27 of the sale. Before the Nevada Supreme Court issued *SFR* Investments, purchasing
property at an HOA foreclosure sale was a risky investment, akin to purchasing a
lawsuit.

28 ...

Wells Fargo does not point to evidence of fraud or any other procedural defects or
other irregularities in the conduct of the sale that would require the Court to void

1 the sale, or any evidence indicating the HOA acted in bad faith by selling the
2 property for an amount that would satisfy the unpaid assessments. Nor does Wells
3 Fargo point to evidence or legal authority indicating that beyond selling the
property to the highest bidder the HOA was responsible for protecting Wells Fargo
and Johnson's interests in addition to the homeowner's interests.

4 *Bourne Valley Court Tr. v. Wells Fargo Bank, N.A.*, 80 F.Supp. 3d 1131, 1136 (D.Nev. 2015)
5 (vacated on different grounds by *Bourne Valley Court Trust v. Wells Fargo Bank, N.A.*, No. 15-
6 15233, slip op. (9th Cir. Aug. 12, 2016)).

7 Ultimately, under the *McCarran* definition, the price paid by Plaintiffs at the foreclosure
8 sale was the fair market value. Having won the bid at a public auction, it is evident that Plaintiffs
9 paid the highest amount that any party was willing to pay at the sale. There is also no reason the
10 HOA would want to sell for a low price. There is no evidence the HOA was not a "willing seller."
11 Thus, "the price at which the property would change hands between a willing buyer and a willing
12 seller" was exactly what Plaintiffs paid.

13 In short, \$50,100.00 was not a grossly inadequate sales price.

14 15 **VI. CONCLUSION**

16 For the foregoing reasons, Plaintiffs respectfully requests that the Court grant Plaintiffs'
17 Renewed Motion for Summary Judgment as to all relief sought in Plaintiffs' Complaint.
18 Defendants have raised no issue, and no issue exists which would preclude summary judgment,
19 and Plaintiffs are entitled to judgment as a matter of law.

20 Dated this 10th day of November, 2016.

21
22 THE LAW OFFICE OF MIKE BEEDE, PLLC

23 By: /s/Michael Beede

24 MICHAEL BEEDE, Esq.

25 Nevada Bar No. 13068

26 CHERYL A. GRAMES, Esq.

27 Nevada Bar No. 12752

28 2300 W. Sahara Ave. #420

Las Vegas, NV 89102

eservice@legallv.com

Attorneys for Anthony S. Noonan IRA, LLC, Lou
Noonan, and James M. Allred IRA, LLC

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 10th day of November, 2016, I did cause a true and correct copy of the foregoing **PLAINTIFFS' 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:

Akerman LLP			
Name	Email	Select	
Akerman Las Vegas Office	akermanlas@akerman.com	<input checked="" type="checkbox"/>	
Ariel E. Stern, Esq.	ariel.stern@akerman.com	<input checked="" type="checkbox"/>	
Mike Beede Esq.			
Name	Email	Select	
EService	EServiceLegalLV@gmail.com	<input checked="" type="checkbox"/>	
The Law Office of Mike Beede, PLLC			
Name	Email	Select	
Mike Beede	Mike@legallv.com	<input checked="" type="checkbox"/>	
Williams & Associates			
Name	Email	Select	
Donald H. Williams, Esq.	dwilliams@dhwilawlv.com	<input checked="" type="checkbox"/>	
Robin Gulla	rgulla@dhwilawlv.com	<input checked="" type="checkbox"/>	
Williams & Associates			
Name	Email	Select	
Drew Starbuck, Esq.	dstarbuck@dhwilawlv.com	<input checked="" type="checkbox"/>	

By: /s/Michael Beede
An Employee of
The Law Office of Mike Beede, PLLC

Exhibit 1

Exhibit 1

③-1

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

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

FORECLOSURE DEED

The undersigned declares:

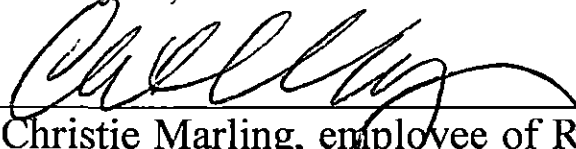
Red Rock Financial Services, herein called agent for (Coronado Ranch Landscape Maintenance Corporation), was the duly appointed agent under that certain Lien for Delinquent Assessments, recorded 04/26/2011 as instrument number 0002234 Book 20110426, in Clark County. The previous owner as reflected on 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.

NTR0003

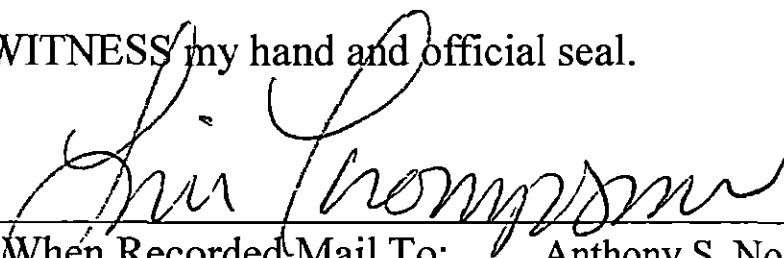
Dated: July 23, 2014

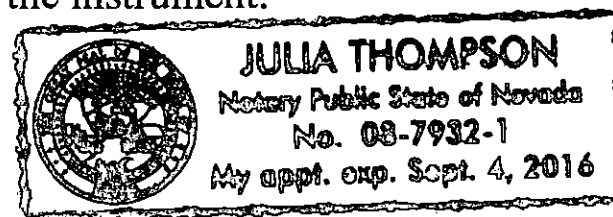

By: Christie Marling, employee of Red Rock Financial Services, agent for Coronado Ranch
Landscape Maintenance Corporation

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.


When Recorded Mail To:



Anthony S. Noonan IRA, LLC
Lou Noonan & James M. Allred IRA, LLC
2852 Loveland Drive, #1807
Las Vegas, NV 89109

NTR0004

STATE OF NEVADA DECLARATION OF VALUE

1. Assessor Parcel Number (s)

- a) 176-11-311-013
b) _____
c) _____
d) _____

2. Type of Property:

- | | | | |
|-----------------------------|--------------|--|-----------------|
| a) <input type="checkbox"/> | Vacant Land | b) <input checked="" type="checkbox"/> | Single Fam Res. |
| c) <input type="checkbox"/> | Condo/Twnhse | d) <input type="checkbox"/> | 2-4 Plex |
| e) <input type="checkbox"/> | Apt. Bldg. | f) <input type="checkbox"/> | Comm'l/Ind'l |
| g) <input type="checkbox"/> | Agricultural | h) <input type="checkbox"/> | Mobile Home |
| i) <input type="checkbox"/> | Other | | |

FOR RECORDERS OPTIONAL USE ONLY

Notes: _____

3. Total Value/Sales Price of Property:

Deed in Lieu of Foreclosure Only (value of property) \$

Transfer Tax Value: \$

Real Property Transfer Tax Due: \$

\$ 50,100.00
\$ _____
\$ 286,149.00 QAn
\$ 1466.15 QAn

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 [Signature] Capacity AGENT
Signature _____ Capacity _____

SELLER (GRANTOR) INFORMATION

Print Name: Red Rock Financial Services
Address: 4775 West Teco Ave #140
City: Las Vegas
State: NV Zip: 89118

BUYER (GRANTEE) INFORMATION

ANTHONY S. NOONAN IRA, LLC & LOU NOONAN
Print Name: James M. Allred IRA, LLC
Address: 2852 Loveland Dr #1807
City: Las Vegas
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)

NTR0005

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 NEVADA

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/assrrealprop/owner.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

NTR0043

CHL-149255713

20070220-0004388

*RE-RECORD TO ADD ADJUSTABLE RATE RIDER.

Loan Number: 2944424

APN#: 176-11-311-013

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

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

Pos: 17

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)

Signature (Print name under signature) Sandra Gustin Title EO

Deed of Trust
(Insert Title of Document Above)

NTR0044

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
NEVADA

#200, LAS VEGAS, NV 89117

(D) "Trustee" is FIRST AMERICAN TITLE COMPANY OF NEVADA

organized and existing under the laws of
Lender's address is 9580 WEST SAHARA AVENUE

NEVADA--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
DOCUKNV1
DOCUKNV1.VTX 08/25/2005

Form 3029 1/01
(page 1 of 13 pages)

NTR0045

(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]:

- | | | |
|---|--|---|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input checked="" type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> 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

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

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DOCUKNV2
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(page 2 of 13 pages)

2944424

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

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

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

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.

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

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within

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

Form 3029 1/01

DOCUKNV3

(page 3 of 13 pages)

DOCUKNV3.VTX 08/25/2005

NTR0047

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

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verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

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

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

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

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

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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.

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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.

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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.

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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).

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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

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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

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

Form 3029 1/01

DOCUKNV11

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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

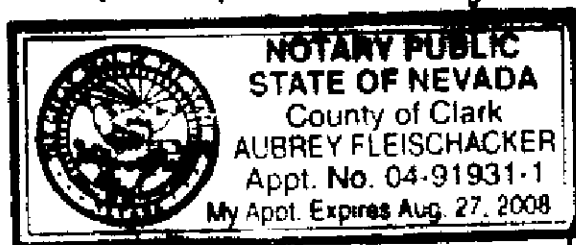
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Matthew M. Bigam 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 2-16-07, by
Matthew M. Bigam and Leah Ann Bigam



Aubrey Fleischacker
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

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NTR0057

[Space Above This Line For Recording Data]
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

Conv
MULTISTATE FIXED/ADJUSTABLE RATE RIDER - WSJ One-Year LIBOR - Single Family
INTEREST ONLY
FE-4266 (0603)
DOCUNPP1
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Page 1 of 4

NTR0058

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.

2944424

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 -

Conv
MULTISTATE FIXED/ADJUSTABLE RATE RIDER - WSJ One-Year LIBOR - Single Family
INTEREST ONLY
FE-4266 (0603)
DOCUNPP4
DOCUNPP4.VTX 03/27/2006

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NTR0061

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

MULTISTATE PUD RIDER--Single Family--Fannie Mac/Freddie Mac UNIFORM INSTRUMENT Form 3150 1/01

DOCURPA1
DOCURPA1.VTX 08/25/2005

(page 1 of 3 pages)

NTR0062

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.

2944424

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 -

MULTISTATE PUD RIDER--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3150 1/01

DOCURPA3
DOCURPA3.VTX 08/25/2005

(page 3 of 3 pages)

NTR0064

Exhibit 2-2

Exhibit 2-2

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

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

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

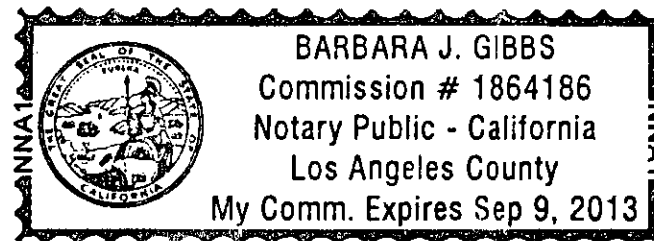
On OCT 03 2011 before me, Barbara J. Gibbs, Notary Public, personally appeared Cynthia Santos, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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.

[Signature]
Notary Public: _____
My Commission Expires: [Signature]

(Seal)



DocID# 19714925571320445

NTR0027

Exhibit 2-3

Exhibit 2-3

2

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

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* *MA*
Rabia Nassim
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



DocID# 97514925571380743

NTR0029

Exhibit 3

Exhibit 3

Exhibit 3-1

Exhibit 3-1

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

Recording Requested by:

Name: Republic Mortgage LLC, 988
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. Guston E.O.
Signature (Print name under signature) Sandra Guston Title

Deed of Trust
(Insert Title of Document Above)

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

NTR0030

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]

NEVADA - SECOND MORTGAGE - FNMA/FHLMC UNIFORM INSTRUMENT WITH MERS
DOCU7NV1 Page 1 of 8 Form 3829
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NTR0031

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]

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> Condominium Rider	<input checked="" type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Bi-Weekly Rider	<input checked="" type="checkbox"/> 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.

Matthew M. Bigam 2-16-07
- BORROWER - MATTHEW M. BIGAM - DATE -
Leah Ann Bigam 2-16-07
- BORROWER - LEAH ANN BIGAM - DATE -

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Form 3829

NTR0037

[Space Below This Line For Acknowledgment]

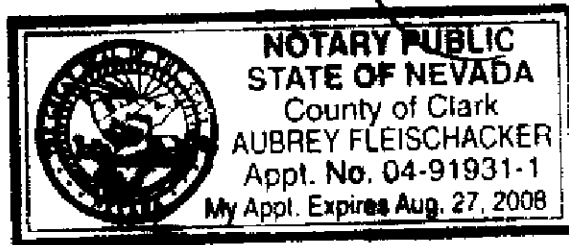
STATE OF NV
COUNTY OF ClarkThis instrument was acknowledged before me on 2-16-07 by ¹⁵
Matthew M. Bigam and Leah Ann BigamAubrey Fleischacker
Notary PublicAubrey Fleischacker
Title (and Rank)My Commission Expires: 8-27-08

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;

MULTISTATE PUD RIDER--Single Family/Second Mortgage --Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

DOCUZPT1
DOCUZPT1.VTX 08/25/2005

(page 1 of 3 pages)

Form 3150 1/01
Amended

NTR0040

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.

2944627

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 -

MULTISTATE PUD RIDER--Single Family/Second Mortgage --Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
DOCUZPT3
DOCUZPT3.VTX 08/25/2005 (page 3 of 3 pages)

Form 3150 1/01
Amended

NTR0042

Exhibit 3-2

Exhibit 3-2

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



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

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* RELT04RELT A0000000000000000032460* NVCLARK*
NVCLARK_TRUST_ASSIGN_ASSN * SM*SCRELT*

NTR0065

CORPORATE ASSIGNMENT OF DEED OF TRUST Page 2 of 2

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 10-17-14

By: [Signature]
DANA GOODENOW, VICE
PRESIDENT

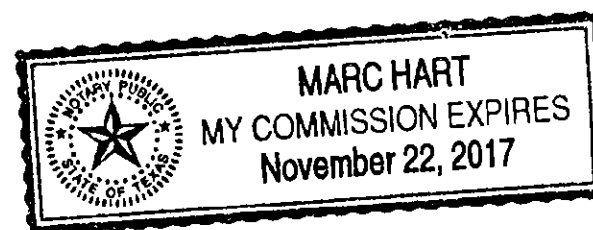
STATE OF Texas
COUNTY OF Dallas

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,

[Signature]

MARC HART
Notary Expires: 11/22/2017



(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* RELT04RELT A0000000000000000032460* NVCLARK*
NVCLARK_TRUST_ASSIGN_ASSN * SM*SCRELT*

NTR0066

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

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 Statutes 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:

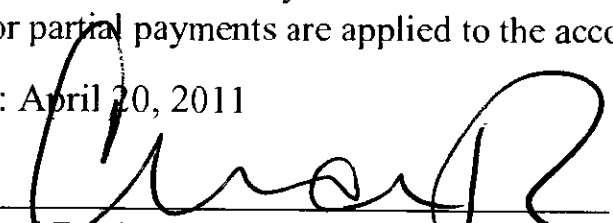
MATTHEW M. BIGAM, LEAH ANN BIGAM

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.

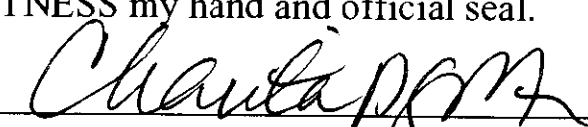
Dated: April 20, 2011


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.


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

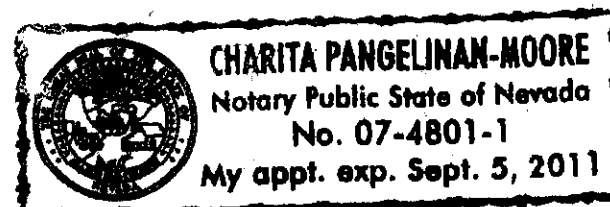


Exhibit 5-2

Exhibit 5-2



RED ROCK FINANCIAL SERVICES

MAILING AFFIDAVIT


File Number: R 81944

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 

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

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 Boo

FOLD AND TEAR THIS WAY → OPTIONAL

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™



7196 9008 9111 0071 6107

Certified Article Number

7196 9008 9111 0071 6107

SENDERS RECORD

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?
If YES, enter delivery address below:

☐ Yes
☐ No

NTR0832

APP0717

PS Form 3811, January 2005

Domestic Return Receipt

Thank you for using Return Receipt Service

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

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 Boo

A

FOLD AND TEAR THIS WAY → OPTIONAL

B

Label #5

Certified Article Number

7196 9008 9111 0071 6091

SENDERS RECORD

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

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

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

Thank you for using Return Receipt Service

APP0718

PS Form 3811, January 2005

Domestic Return Receipt

NTR0833



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 than 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

■ 7251 Amigo Street, Suite 100 Las Vegas, NV 89119

www.rrfs.com

■ Phone: 702-932-6887 Toll Free: 888-319-9460 Fax: 702.341.7733

By sending your check, please be aware that you are authorizing Red Rock Financial Services to use the information on your check to make a one-time electronic debit from your account at the financial institution indicated on your check. This electronic debit will be for the amount of your check; no additional amount will be added to the amount. (If we cannot collect your electronic payment, we will issue a draft against your account.) Please contact the Accounts Receivable department at (702) 932-6887 to learn about other payment options should you prefer to not have your payment processed in this manner.

NTR0834



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.

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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

■ 7251 Amigo Street, Suite 100 Las Vegas, NV 89119

www.rrfs.com

■ Phone: 702-932-6887 Toll Free: 888-319-9460 Fax: 702.341.7733

By sending your check, please be aware that you are authorizing Red Rock Financial Services to use the information on your check to make a one-time electronic debit from your account at the financial institution indicated on your check. This electronic debit will be for the amount of your check; no additional amount will be added to the amount. (If we cannot collect your electronic payment, we will issue a draft against your account.) Please contact the Accounts Receivable department at (702) 932-6887 to learn about other payment options should you prefer to not have your payment processed in this manner.

NTR0835

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 Statutes 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:

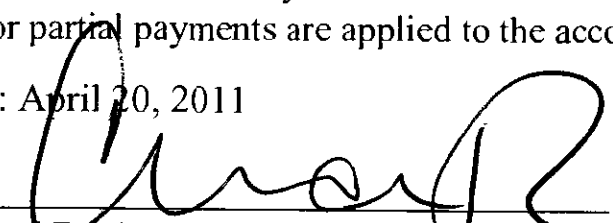
MATTHEW M. BIGAM, LEAH ANN BIGAM

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.

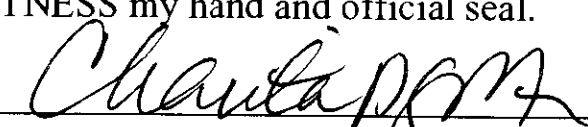
Dated: April 20, 2011


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.


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

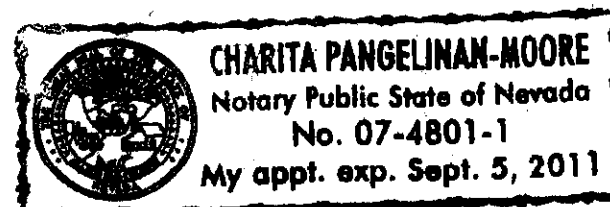


Exhibit 6

Exhibit 6

Exhibit 6-1

Exhibit 6-1

Assessor Parcel Number: 176-11-311-013
File Number: R84944
Property Address: 7883 Tahoe Ridge Ct
Las Vegas, NV 89139
Title Order Number: 5616526-A5

First American Title

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

**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.



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

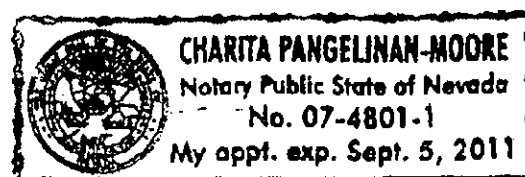
Dated: June 17, 2011

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.


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



NTR0799

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 

See Attached 8 Pages

THE
WALZ
CERTIFIED
MAILER™

FROM

WALZ™

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

7196 9008 9111 1206 0502

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

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 #5

Label #4
Certified Article Number
7196 9008 9111 1206 0502
SENDER'S RECORD

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

Charge
Amount:

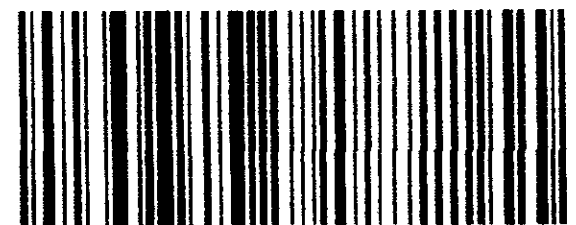
Charge
To:

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 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?
If YES, enter delivery address below:

☐ Yes

☐ No

NTR0791

APP0727

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

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

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 #5

Label #4

Certified Article Number

7196 9008 9111 1206 0496

SENDERS RECORD

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

Charge
Amount:

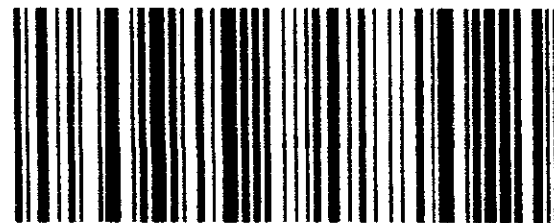
Charge
To:

FOLD AND TEAR THIS WAY →

Label #6

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

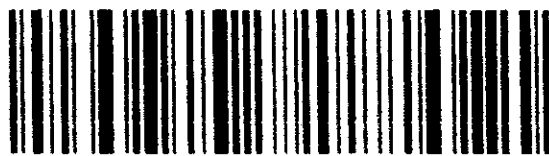
CERTIFIED MAIL™



7196 9008 9111 1206 0496

C

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

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

Thank you for using Return Receipt Service

APP0728

PS Form 3811, January 2005

Domestic Return Receipt

NTR0792

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 #5

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

Charge
Amount:

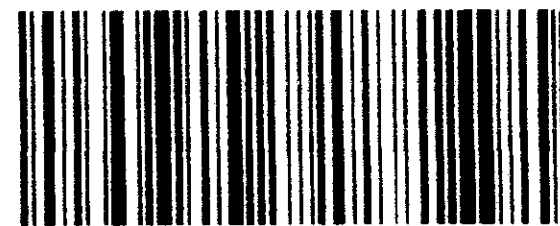
Charge
To:

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

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

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

NTR0793

APP0729

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

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

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 #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:

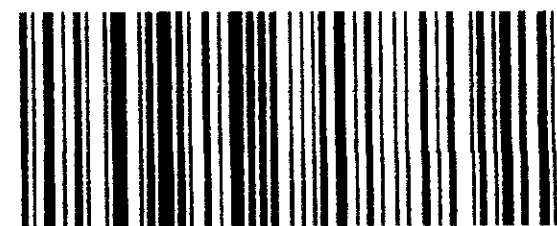
Charge
To:

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™



7196 9008 9111 1206 0472

C

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?
If YES, enter delivery address below:

☐ Yes
☐ No

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

NTR0794

PS Form 3811, January 2005

APP0730

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

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 #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

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

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 #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:

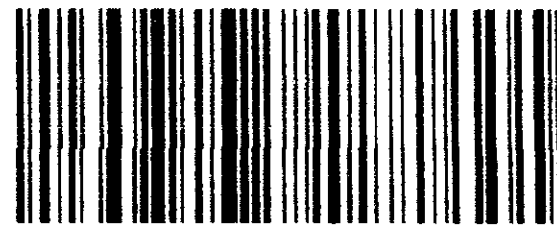
Charge
To:

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

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

☐ Agent
☐ Addressee

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

☐ Yes
☐ No

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

Thank you for using Return Receipt Service

NTR0795

APP0731

PS Form 3811, January 2005

Domestic Return Receipt

THE
WALZ
CERTIFIED
MAILER™

FROM

WALZ IM

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

7196 9008 9111 1206 0458

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

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 #5

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

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

Charge
Amount:

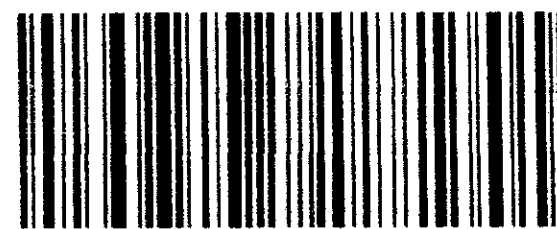
Charge
To:

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

APP0732

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

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

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 #5

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

Charge
Amount:

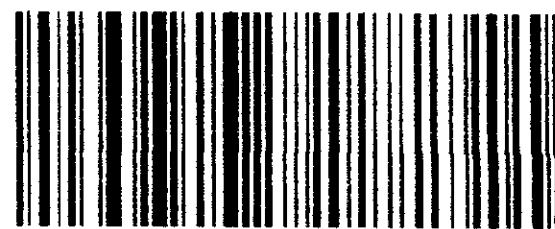
Charge
To:

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™



7196 9008 9111 1206 0441

C

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

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

Thank you for using Return Receipt Service

NTR0797

PS Form 3811, January 2005

APP0733

Domestic Return Receipt

THE
WALZ
CERTIFIED
MAILER™

FROM

WALZ™

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

7196 9008 9111 1206 0434

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

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 #5

MATTHEW M. BIGAM
1050 E. CACTUS AVENUE #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™



7196 9008 9111 1206 0434

C

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

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

Thank you for using Return Receipt Service

Thank you for using Return Receipt Service

NTR0798

PS Form 3811, January 2005

APP0734

Domestic Return Receipt

Assessor Parcel Number: 176-11-311-013
File Number: R84944
Property Address: 7883 Tahoe Ridge Ct
Las Vegas, NV 89139
Title Order Number: 5616526-A5

First American Title

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

**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.



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

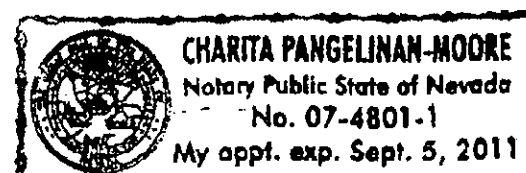
Dated: June 17, 2011

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.


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



NTR0799

Exhibit 7

Exhibit 7

Exhibit 7-1

Exhibit 7-1

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

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

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

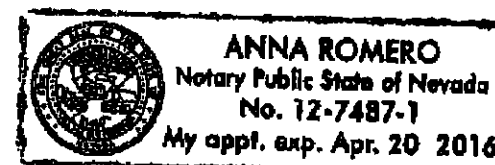


Exhibit 7-2

Exhibit 7-2



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 Burdick

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

A FOLD AND TEAR THIS WAY → OPTIONAL

B

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 →

C

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

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

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

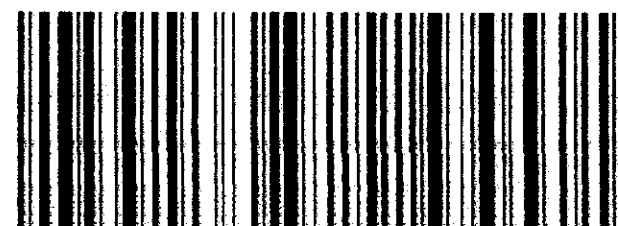
POSTMARK OR DATE

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

Label #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

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

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

Thank you for using Return Receipt Service

APP0742

PS Form 3811, January 2005

Domestic Return Receipt

NTR0406



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

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

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

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.

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Assessor Parcel Number: 176-11-311-013

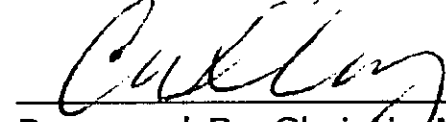
File Number: R84944

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

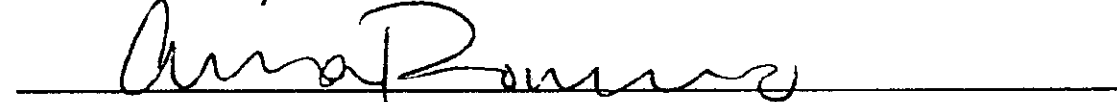


Prepared By Christie Marling, Red Rock Financial Services, on behalf of Coronado Ranch Landscape Maintenance Corporation

STATE OF NEVADA)
COUNTY OF CLARK)

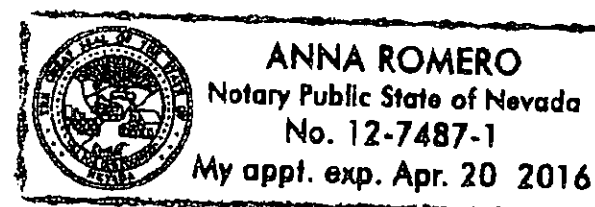
On June 26, 2014, before me, personally appeared Christie Marling, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that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



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

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

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

Thank you for using Return Receipt Service

NTR0410

APP0746

PS Form 3811, January 2005

Domestic Return Receipt

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

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

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

Charge
Amount:

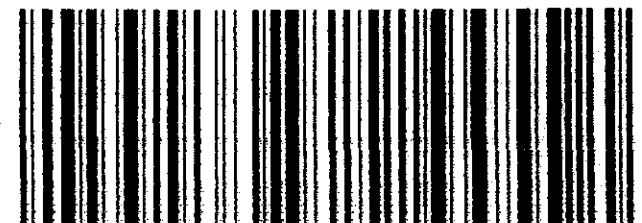
Charge
To:

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

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

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

Thank you for using Return Receipt Service

APP0747

PS Form 3811, January 2005

Domestic Return Receipt

NTR0411