

IN THE SUPREME COURT OF THE STATE OF NEVADA

ALBERT ELLIS LINCICOME, JR., and)
VICENTA LINCICOME,)

Petitioners,)

vs.)

THE THIRD JUDICIAL DISTRICT)
COURT OF NEVADA, IN AND FOR)
COUNTY OF LYON; HONORABLE)
LEON A. ABERASTURI, DISTRICT)
COURT JUDGE,)

Respondent,)

and)

SABLES, LLC, a Nevada limited liability)
company; FAY SERVICING, LLC, a)
Delaware limited liability company and)
subsidiary of Fay Financial, LLC; PROF-)
2013-M4 LEGAL TITLE TRUST by U.S.)
BANK, N.A., as Legal Title Trustee;)
BANK OF AMERICA, N.A.)

Real Parties in Interest.)

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01332

PETITIONERS' APPENDIX TO
PETITION FOR WRIT OF MANDAMUS

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Case No: 18-CV-01332

Dept.: II

The undersigned affirms that this document does not contain personal information, pursuant to NRS 603A.040

Victoria Tovar

IN THE THIRD JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF LYON

* * * * *

ALBERT ELLIS LINCICOME, JR. and
VICENTA LINCICOME,

Plaintiffs,

v.

SABLES, LLC, a Nevada limited liability
company, as Trustee of the Deed of Trust
given by Vicenta Lincicome and dated
5/23/2007; FAY SERVICING, LLC, a
Delaware limited liability company and
subsidiary of Fay Financial, LLC; PROF-
2013-M4 LEGAL TITLE TRUST by U.S.
BANK, N.A., as Legal Title Trustee; for
BANK OF AMERICA, N.A.; and DOES 1-50.

Defendants.

**COMPLAINT
(ARBITRATION EXEMPT-
DECLARATORY RELIEF)**

COME NOW, ELLIS LINCICOME and VICENTA LINCICOME, by and through their attorney, Michael G. Millward, Esq., of Millward Law, Ltd., and hereby alleges and avers against the Defendants named in this matter as follows:

PARTIES

1. At all times relevant herein, Plaintiff ELLIS LINCICOME is, and was, a resident of the State of Nevada, residing at 70 Riverside Drive, Dayton, Nevada 89403.

2. At all times relevant herein, Plaintiff VICENTA LINCICOME is, and was, a resident of the State of Nevada, residing at 70 Riverside Drive, Dayton, Nevada 89403.



1 3. At all times relevant herein, Defendant SABLES, LLC (hereinafter referred to as
2 "SABLES"), is, and was, a Nevada limited liability company, providing deed of trust trustee
3 services to servicers and financial institutions.

4 4. At all times relevant herein, Defendant FAY SERVICING, LLC (hereinafter
5 referred to as "Fay Servicing"), is, and was, a Delaware limited liability company. Fay
6 Servicing provides loan servicing for financial institutions and is the servicer for the
7 beneficiary of the deed of trust and mortgage loan that is the subject of this Complaint.

8 5. Upon information and belief, at all times relevant herein, Defendant PROF-
9 2013-M4 LEGAL TITLE TRUST by U.S. BANK NATIONAL ASSOCIATION (hereinafter referred
10 to as "US Bank"), as legal title trustee, was a mortgage investment trust. At all times
11 relevant herein, US BANK, was a non-title 7 business entity, registered to do business in the
12 State of Nevada, conducting business in the State of Nevada as a national bank, and
13 providing commercial banking services for individuals, businesses, and institutions in the
14 State of Nevada.

15 6. At all times relevant herein, Defendant BANK OF AMERICA, N.A., successor by
16 merger to BAC Home Loans Servicing, LP, formerly Countrywide Home Loans Servicing, LP,
17 (hereinafter referred to as "Bank of America") was a non-title seven business entity,
18 registered to do business in the State of Nevada, conducting business in the State of Nevada
19 as a national bank, and providing commercial banking services for individuals, businesses,
20 and institutions in the State of Nevada.

21 7. The true names, capacities, and/or involvement of the DOE Defendants named
22 herein are unknown to Plaintiffs ELLIS LINCICOME and VICENTA LINCICOME (together
23 hereinafter referred to as "the Lincicomes"), who therefore sue said Defendants by fictitious
24 names. The Lincicomes are informed and believe, and thereon allege, that those persons or
25 entities are the partners, owners, shareholders, agents, employees, or alter egos of the
26 Defendants named herein, or those persons have an interest in the deed of trust or
27 mortgage loan, or are otherwise affected by the relief sought herein. The Lincicomes pray
28 leave to amend this Complaint to show their true names and capacities when the same have

1 been determined. The Lincicomes are informed and believe, and thereon allege, that each of
2 the Defendants named herein as a DOE is legally responsible in some manner for the events
3 and happenings herein referred to in this lawsuit.

4 **JURISDICTION**

5 8. The Third Judicial District Court in and for the County of Lyon has personal
6 jurisdiction over all parties pursuant to NRS 14.065 and subject matter jurisdiction over all
7 claims asserted in this Complaint pursuant to Article VI of the Nevada Constitution.

8 **VENUE**

9 9. The Third Judicial District Court in and for the County of Lyon is the proper
10 venue for this action pursuant to NRS 13.010 because the actions arose out of contracts
11 executed and to be performed in Lyon County, Nevada, and the real property at issue and or
12 affected by the relief sought is located in Lyon County, Nevada.

13 **GENERAL ALLEGATIONS**

14 10. In May of 2007, the Lincicomes agreed to enter into a residential mortgage
15 loan with Sierra Pacific for the purchase of a home located at 70 Riverside Drive, Dayton,
16 Nevada 89403.

17 11. Sierra Pacific requested that Plaintiff Ellis Lincicome (hereinafter individually
18 referred to as "Ellis") make a withdrawal of \$80,000 from his 401K retirement plan to be
19 contributed as part of the down payment of the home purchase.

20 12. On May 23, 2007, Vicenta Lincicome (hereinafter individually referred to as
21 "Vicenta") executed a Promissory Note in favor of Sierra Pacific as part of an interest only
22 residential mortgage loan.

23 13. On that same day, May 23, 2007, Vicenta executed a Deed of Trust in favor of
24 Mortgage Electronic Registration Systems, Inc. (hereinafter referred to as "MERS"), a
25 Delaware Corporation that tracks ownership interests and servicing rights in mortgage loans
26 and holds title to mortgages solely as nominee for its member-lenders, as the nominee for
27 Sierra Pacific to secure the mortgage loan. The Promissory Note and Deed of Trust are
28 attached hereto as **Exhibit 1**.



14. In or about March of 2008, the Lincicomes learned that they had incurred a tax bill of nearly \$20,000 for having taken the \$80,000 distribution from Ellis's 401k.

15. The Lincicomes were unable to make their June 1, 2008, mortgage payment and were unable to later catch up on past due payments.

16. Also on April 27, 2009, Bank of America, N.A. and Countrywide Bank, N.A. merged. See Ex. C to *Motion for Relief of Stay* attached as **Exhibit 2**.

17. After receiving a Notice of Default and Notice of Sale, the Lincicomes began the process of applying for a mortgage workout with Bank of America.

18. On July 31, 2009, Vicenta executed a Loan Modification Agreement (hereinafter "LMA") with BAC Home Loans Servicing, LP, which provided that the first payment of \$2,272.62 to be made September 1st, 2009. A copy of the 2009 Loan Modification Agreement is attached hereto as **Exhibit 3**.

19. The LMA extended the maturity date to August 1, 2049, and, as of August 1, 2009, the interest rate applicable to their loan would be reduced from the current rate of 6.875% to 4.875%. The LMA provided that on September 1, 2014, the interest rate would increase to 5.375%. Under the LMA all arrears were to be capitalized as of September 1, 2009, and the new principal balance owed would be \$417,196.58. A copy of the "Important Message About Your Loan" notice is attached as **Exhibit 4**.

20. On July 31, 2009, the LMA, which was fully executed by Vicenta, was sent by Federal Express in the reusable Fed-Ex envelope provided with the loan modification package to BAC Home Loans Servicing, LP Modification, 100 Beecham Drive, Suite 104, Pittsburgh, PA 15205.

21. On September 1, 2009, the Lincicomes travelled to the Bank of America branch located in Carson City to make their first payment under the LMA. The banker assisting the Lincicomes was a young woman named Crystal. After searching for information concerning the Lincicomes loan, Crystal could not find any record of the LMA in their system. Crystal accepted payment under the understanding that if was to be credited against the Lincicomes' loan as modified by the LMA, once the LMA had been entered into their system. Crystal told

1 the Lincicomes to contact Bank of America customer service and request a coupon book for
2 the LMA to make payments easier.

3 22. On or about September 1, 2009, Vicenta contacted Bank of America Customer
4 Service and was told to go to the Customer Assistance Center on Rose Drive in Reno. The
5 Lincicomes were assisted by Manager Barbara Keady. The Lincicomes showed Ms. Keady a
6 signed copy of the LMA. Ms. Keady informed the Lincicomes that Bank of America would
7 investigate the status of the LMA.

8 23. On or about October 1, 2009, Vicenta travelled to the Carson City Bank of
9 America branch to make the second payment on the LMA. This time the banker, a middle-
10 aged woman, refused the payment and indicated that there was no record of the existence
11 of the LMA in Bank of America's computer system.

12 24. Bank of America provided a Home Loan Statement dated October 29, 2009,
13 which establishes that Bank of America had not applied the terms of the LMA to the
14 Lincicomes' mortgage loan. The October 29, 2009 statement is attached as **Exhibit 5**. The
15 statement reflects an incorrect payment amount, an incorrect interest rate and an incorrect
16 past due amount. Ex. 5.

17 25. From October 1, 2009, to December of 2011, the Lincicomes continued to
18 contact Bank of America by phone and inquired as to the status of the LMA. On each phone
19 call, Bank of America would inform the Lincicomes that the matter was being investigated.
20 Copies of correspondence from Bank of America dated December 15, 2009, February 23,
21 2010, March 12, 2010, October 19, 2011 and December 23, 2011, are Bank of America's
22 responses to correspondence from Plaintiffs, which are attached hereto as **Exhibit 6**.

23 26. On March 12, 2010, the Lincicomes again contacted Bank of America by phone
24 and again were informed that the status of the LMA was still being investigated. However,
25 during this call the Lincicomes were advised to seek help from the Department of Housing
26 and Urban Development's (HUD) Financial Guidance Center.

27 27. In April, the Lincicomes met with HUD Counselor Lucy Powell. Ms. Powell
28 assisted the Lincicomes with the design of an action plan, which included the filing of a



Chapter 13 Bankruptcy petition to cure the arrearage with Bank of America that would have accrued since the LMA was signed, and to force Bank of America to find and recognize the LMA.

28. The Lincicomes filed a petition for Chapter 13, Bankruptcy protection before the United States Bankruptcy Court, District of Nevada, on April 6, 2010, under Case No. 10-51219, and therein listed Bank of America as a secured creditor.

29. The deadline for Bank of America to file a claim was set by the Bankruptcy Court Clerk to expire on August 12, 2010. A copy of the *Notice f Chapter 13, Bankruptcy Case, Meeting of Creditors, & Deadlines* is attached as **Exhibit 7**.

30. Neither Bank of America nor BAC Home Loan Servicing filed a claim in the Lincicomes Bankruptcy case

31. Without a claim filing or information regarding the validity of the LMA and the current arrears to go off of, the Lincicomes were unable to include payment of arrears as part of their Chapter 13 plan.

32. Upon information and belief, in early 2011, Bank of America found the LMA.

33. Senior Vice President of Bank of America, James S. Smith, executed the LMA on March 22, 2011.

34. A fully executed copy of the LMA was recorded with the office of the Lyon County Recorder on May 4, 2011, as Document No. 475808.

35. The Lincicomes remained unaware of the fact that the LMA had been found, or that it had been agreed to and fully executed by Bank of America, until 2017.

36. On November 26, 2014, Bank of America appeared in the Lincicomes Bankruptcy case and filed a *Motion for Relief of Stay* seeking relief from the automatic stay, pursuant to 11 U.S.C. § 362.

37. In the *Motion for Relief of Stay*, Bank of America did not inform the Bankruptcy Court of the 2009 LMA, nor did it provide the Court with a copy of the LMA recorded on May 4, 2011.

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1 38. On June 15, 2015, the Bankruptcy Court Clerk granted the Lincicome discharge
2 of all of their scheduled debts. A copy of the June 15, 2015 Discharge Order is attached as
3 **Exhibit 8.**

4 39. Prior to discharge, but after the Court had entered an order granting Bank of
5 America's *Motion for Relief of Stay*, the Lincicomes again applied for a loan modification.

6 40. On or about April 24, 2015, Bank of America accepted the loan modification
7 application and required the Lincicomes to complete three trial modification payments before
8 they could move forward with modifying their mortgage loan. A copy of April 24, 2015 loan
9 modification notice is attached as **Exhibit 9.**

10 41. The April 24, 2015 loan modification notice provided that upon completion of
11 the trial payments, the Lincicomes mortgage would be extended to May 1, 2055, that the
12 interest rate would be reduced to 4.125%, and that if it is determined that the unpaid
13 balance of the Lincicomes mortgage exceeds 115% of the current value of their home, the
14 Lincicomes would be eligible to have up to 30% of their principal balance deferred and not
15 be subject to interest. Ex.9.

16 42. The Lincicomes made the first trial payment of \$2,013.78 on May 28, 2015.
17 The second trial payment was made on July 1, 2015.

18 43. Then on August 1, 2015, while attempting to make the third trial payment,
19 Bank of America informed them that their loan had been transferred to Fay Servicing, LLC. A
20 copy of the check which the Lincicomes attempted to tender on August 1, 2015, payable to
21 Bank of America, is attached hereto as **Exhibit 10.**

22 44. The Lincicomes called Fay Servicing that same day, August 1, 2015, to make
23 payment and spoke with account manager Rosalind Jackson. Ms. Jackson informed them
24 that Fay Servicing does not honor Bank of America modifications.

25 45. On August 10, 2015, Fay Servicing generated a Mortgage Statement indicating
26 the amount due on the Lincicomes' account on September 1, 2015, was \$207,599.70, and
27 reflecting an interest rate of 6.875 percent and indicating there were 85 payments still due
28

1 on the account. A copy of Fay Servicing's Mortgage Statement generated August 10, 2015,
2 is attached hereto as **Exhibit 11**.

3 46. On August 11, 2015, Fay Servicing, LLC, sent a letter to the Lincicomes that
4 Bank of America was no longer their loan servicer and that beginning August 1, 2015, all
5 payment should be sent to Fay Servicing.

6 47. The Lincicomes were devastated when neither Bank of America nor Fay
7 Servicing would accept their payment and that Fay Servicing would not honor the April 24,
8 2015 loan modification offer.

9 48. On November 10, 2015, Bank of America assigned its interest in the Deed of
10 Trust to PROF-2013-M4 Legal Title Trust, by U.S. Bank National Association, as Legal Title
11 Trustee (hereinafter "US Bank"). A copy of the November 10, 2015 Assignment is attached
12 as **Exhibit 12**.

13 49. The November 10, 2015, Assignment to US Bank was recorded with the Lyon
14 County Recorder as Document No. 544042. Ex.12.

15 50. In 2016, the Lincicomes applied for the Home Affordable Modification Program
16 (HAMP) modification through Fay Servicing. Fay Servicing informed the Lincicomes that they
17 only qualified for a Home Affordable Foreclose Alternatives (HAFA) Short Sale. The
18 Lincicomes appealed Fay Servicing's denial of their qualification for HAMP.

19 51. On September 7, 2016, Fay Servicing sent the Lincicomes a response to their
20 appeal of their denial therein indicating that the Lincicomes did not have sufficient income to
21 qualify for a modification, and also that they were not qualified for the HAMP Unemployment
22 Program (HAMP UP) "because the property is not your primary residence."

23 52. The Lincicomes have continuously used and claimed their home located at 70
24 Riverside Dr., Dayton, Nevada, as their residence.

25 53. After being denied, the Lincicomes reached out to Senator Harry Reid's office
26 for help. Shortly thereafter Fay Servicing offered the Lincicomes a trial modification at
27 \$2,528.86 per month.

28 //

1 54. The Lincicomes completed the three trial payments by December 1, 2016.
2 Then on December 15, 2016, Fay Servicing sent the Lincicomes the final modification
3 agreement. After reviewing the agreement, the Lincicomes knew that entering into the
4 modification under the proposed terms would leave them in a terrible financial position, and
5 would likely result in another default upon the modified terms. The Lincicomes decided not
6 to enter into the agreement.

7 55. On December 20, 2016, the Lincicomes then elected to enter the State of
8 Nevada Foreclosure Mediation Program.

9 56. Anita Conboy was appointed mediator and mediation was scheduled and held
10 on April 17, 2017. The mediation was terminated when no agreement between the parties
11 was reached. No certificate of mediation was issued because Fay Servicing did not bring any
12 certifications for any of the documents as required by law.

13 57. On November 3, 2017, Sables, LLC, as Trustee under the Deed of Trust,
14 recorded its *Notice of Breach and Default and of Election to Sell the Real Property under*
15 *Deed of Trust* (hereinafter "NOD"). A copy of the NOD is attached hereto as **Exhibit 13**.

16 58. The NOD provides that as of October 31, 2017, \$265,572.39 is owed in
17 arrears. Even though the NOD acknowledges that the "subject Deed of Trust was modified
18 by Loan Modification Agreement recorded as Instrument 475808 . . . recorded on 5/4/2011.
19 . . in the office of the County recorder of Lyon County," provides that all monthly
20 installments from "9/1/2008" forward are due.

21 59. The NOD is incorrect because the LMA was effective July 31, 2009, with the
22 first installment to be made on 9/1/2009 instead of 8/1/2008. Ex.3.

23 60. The NOD includes an Affidavit of Authority signed on October 5, 2016, by
24 Veronica Talley, as a "Foreclosure Specialist IV" (hereinafter "Talley Affidavit") stating that
25 Fay Servicing has complied with the requirements of NRS 107.080.

26 61. The Talley Affidavit misstates the date of recording of the November 10, 2015
27 Assignment from Bank of America to PROF-2013-M4 Legal Title Trust, by U.S. Bank National
28

1 Association, as Legal Title Trustee, as having been recorded November 25, 2016 instead of
2 the actual date of recording November 25, 2015. Ex.13; Ex.12.

3 62. The Talley Affidavit was signed nearly 13 months prior to the recording of the
4 NOD.

5 63. The Declaration of the Mortgage Service attached to the NOD indicates that
6 pursuant to the requirements of NRS 107.510 the mortgage servicer contacted the borrower
7 to assess the borrower's financial situation and to explore options for the borrower to avoid a
8 foreclosure sale. The Declaration was signed and dated April 5, 2016, nearly 19 months
9 prior to the signing of the NOD to which it is attached. Ex.13, p.6.

10 64. The Lincicomes attended a second mediation on April 3, 2018, and a certificate
11 of Mediation was issued on October 4, 2018.

12 65. The Certificate of Mediation provides that the Lincicomes will voluntarily
13 relinquish the property.

14 66. Even though a Deed in Lieu of foreclosure was discussed as the Lincicomes
15 only option at the mediation, and recommended by their attorney Geoffrey Giles, they did
16 not agree to relinquish their property.

17 67. On October 12, 2018, Sables, LLC, recorded its *Notice of Trustee's Sale* with
18 the Lyon County Recorder as Document No. 587470.

19 68. The October 12, 2018 *Notice of Trustee's Sale* provides that the date of sale is
20 November 9, 2018, at 11:00 AM, at the Lyon County Court House on 31 S. Main Street
21 Yerington, Nevada 89447.

22 **FIRST CAUSE OF ACTION**

23 **(Injunctive Relief)**

24 69. Plaintiffs re-allege and incorporate herein by reference each and every
25 allegation contained in paragraphs 1 through 68, hereinabove, as though fully set forth
26 herein.

27 70. Defendant Sables, Fay Servicing, and US Bank are in in material violation of
28 the Homeowners Bill of Rights, codified as NRS 107.400 to NRS 107.560.

1 71. Pursuant to NRS 107.560, "a borrower may bring an action for injunctive relief
2 to enjoin a material violation of NRS 107.400 to NRS 107.560, inclusive."

3 72. Defendants Fay Servicing or US Bank did not provide the Lincicomes with a
4 notice that complies with NRS 107.500(1), at least 30 calendar days before recording the
5 NOD.

6 73. Defendant Sables caused to be recorded the NOD with an Affidavit that does
7 not comply with NRS 107.0805. The Talley Affidavit provided with the NOD is dated October
8 5, 2016, 13 months before the recording of the NOD. Ex.13.

9 74. The Talley Affidavit does not comply with the requirements of NRS
10 107.0805(1)(b)3) because the facts sworn to are not reasonably contemporaneous to the
11 date of the recording. See Ex.13.

12 75. NRS 107.0805(1)(b)(3) requires the Affidavit to verify that Fay Servicing sent a
13 written statement to the Lincicomes which provided as follows in relevant part:

14 (I) The amount of payment required to make good the deficiency in performance or
15 payment . . . ;

16 (II) The amount in default;

17 . . .

18 (IV) The amount of accrued interest and late charges;

19 (V) A good faith estimate of all fees imposed in connection with the exercise of the
20 power of sale

21 NRS 107.0805(1)(b)(3).

22 76. The Lincicomes have not received a statement by any financial institution
23 concerning their home loan from September 2009 forward, that accurately reflects the
24 interest rate, principal balance, or last payment date.

25 77. The failure to provide the Lincicomes with accurate information is a material
26 violation of the Homeowner's Bill of Rights.

27 //

28 //

78. As a result of Fay Servicing, US Bank, and Sables violations of NRS 107.400 through NRS 107.560, and NRS 107.0805, the Lincicomes are entitled to injunctive relief enjoining the Trustee Sale the Property pursuant to NRS 107.560.

79. The Lincicomes respectfully pray for injunctive relief to prevent Defendants from wrongfully foreclosing upon their home.

SECOND CAUSE OF ACTION

(Breach of Contract – Bank of America)

80. Plaintiffs re-allege and incorporate herein by reference each and every allegation contained in paragraphs 1 through 79, hereinabove, as though fully set forth herein.

81. On July 11, 2009, Defendant Bank of America offered Plaintiff Vicenta Lincicome a permanent loan modification.

82. On July 31, 2009, following receipt of the offer, Plaintiff Vicenta Lincicome accepted and executed the LMA provided by Defendant Bank of America.

83. Following Vicenta Lincicome's execution of the LMA, she immediately sent the agreement via Federal Express in the envelope that had been provided by Bank of America.

84. Upon information and belief, Defendant Bank of America failed to process the LMA in its system.

85. On March 22, 2011, James Smith executed the LMA on behalf of Bank of America. Ex.3.

86. Bank of America caused the LMA to be recorded with the Lyon County Recorder on May 4, 2011. Ex.3.

87. At no time, other than being provided a copy of the recorded LMA in 2017, did the Lincicommes receive notice, written or otherwise, that Bank of America had located and signed the 2009 LMA.

88. On September 1, 2009, Bank of America accepted Plaintiff Vicenta Lincicome's payment of \$2,276.72.

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1 89. On October 1, 2009, Bank of America rejected Plaintiff Vicenta Lincicome's
2 payment of \$2,276.72 and informed her that they could not process a payment for less than
3 the current payment amount.

4 90. From October 1, 2009, through December of 2011, Bank of America refused to
5 accept all offers to tender payment of \$2,276.72 under the LMA.

6 91. All verbal and written communications between October 1, 2009, through
7 March of 2010, that were received from Bank of America requesting the status of the LMA
8 were responded to by Bank of America with the indication that it was continuing to research
9 or investigate the matter.

10 92. By failing to process the LMA, and payments according to the LMA's terms,
11 Bank of America materially breached the LMA.

12 93. But for Defendant Bank of America's material breach of the LMA, the
13 Lincicomes would not be subject to the pending foreclosure.

14 94. As a proximate cause of Defendant Bank of America's material breach of the
15 LMA, Plaintiffs have suffered economic losses and general damages in excess of Fifteen
16 Thousand Dollars (\$15,000) to be proved at trial.

17 **THIRD CAUSE OF ACTION**

18 **(Breach of Duty to Act in Good Faith and Fair Dealing – Bank of America)**

19 95. Plaintiffs re-allege and incorporate herein by reference each and every
20 allegation contained in paragraphs 1 through 94, hereinabove, as though fully set forth
21 herein.

22 96. At all times material hereto, Defendant Bank of America owed to Plaintiff
23 Vicenta Lincicome a duty to deal fairly and in good faith with respect to their contractual
24 relationship.

25 97. Defendant Bank of America violated its duty of good faith and fair dealing by
26 refusing to perform under the provisions of the LMA by not accepting Vicenta's timely
27 payments from October 1, 2009, forward so that the Lincicomes could keep current on their
28 loan under the LMA.

107. Additionally, as natural and proximate consequence of Defendants conduct alleged herein, Plaintiffs have suffered damages, including special damages in the form of attorney's fees.

108. Plaintiffs are entitled to the recovery of reasonable attorney's fees and costs in an amount and sum to be proven at trial.

PRAYER FOR RELIEF

Wherefore, Plaintiffs pray for the following relief:

1. That the Court issue an injunction enjoining Defendants Fay Servicing, Sable, and US Bank from foreclosing against the Lincicomes' home and real property;

2. That the Court make an award of general damages in excess of \$15,000;

3. That the Court determine that sum owed to Defendant US Bank as beneficiary of the May 23, 2007, Promissory Note and Deed of Trust as modified under the July 11, 2009 Loan Modification Agreement;

4. That the Court determine Plaintiffs rights under the Loan Modification Agreement;

5. That the Court determine Defendants rights to proceed with a nonjudicial foreclosure pursuant to NRS 107.080 under the Deed of Trust as modified under the Loan Modification Agreement;

6. That the Court award reasonable attorney's fees and costs;

7. That the Court provide such other relief as the Court deems proper in the premises.

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AFFIRMATION

The undersigned hereby affirms pursuant to NRS 239B.03 that the foregoing does not contain the social security number of any person or other personal information as defined by NRS 603A.040.

Dated this 7th day of November, 2018.

MILLWARD LAW, LTD

By: 

Michael G. Millward, Esq.
NSB# 11212
1591 Mono Ave
Minden, NV 89423
(775) 600-2776
Attorney for Plaintiffs



1
2 **VERIFICATION OF ALBERT ELLIS LINCICOME, JR.**

3 **STATE OF NEVADA)**
4 **) ss.**
5 **COUNTY OF DOUGLAS)**

6 I, Albert Ellis Lincicome, Jr., under the penalty of perjury, being duly sworn,
7 depose and state as follows:

8 1. That I am one of the Plaintiffs in this matter; and


9 2. That I have read the Verified Complaint and know the contents thereof;
10 that the same is true of my own knowledge, except for those matters therein stated
11 upon information and belief, and as to those matters, I believe them to be true;

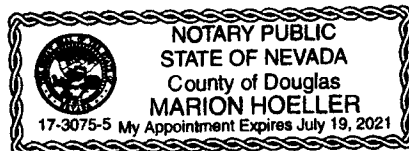
12 Dated this 6th day of November, 2018

13 
14 **ALBERT ELLIS LINCICOME, JR.**

15
16 On this 6th day of November, 2018, before me personally appeared Albert Ellis
17 Lincicome, Jr., known to be the person described in and who executed the foregoing
18 instrument, and who subscribed and swore to before me that he executed it as his free
19 act and deed.

20
21 Witness my hand and official seal this 6th day of November, 2018.

22
23 
24 **Notary Public**



COMPLAINT

00017



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VERIFICATION OF VICENTA LINCICOME

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

I, Vicenta Lincicome, under the penalty of perjury, being duly sworn, depose and state as follows:

1. That I am one of the Plaintiffs in this matter; and

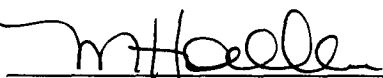
2. That I have read the Verified Complaint and know the contents thereof; that the same is true of my own knowledge, except for those matters therein stated upon information and belief, and as to those matters, I believe them to be true;

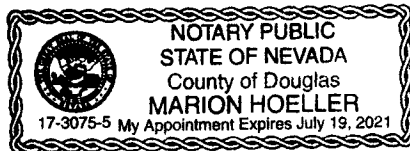
Dated this 6th day of November, 2018


VICENTA LINCICOME

On this 6th day of November, 2018, before me personally appeared Vicenta Lincicome, known to be the person described in and who executed the foregoing instrument, and who subscribed and swore to before me that she executed it as her free act and deed.

Witness my hand and official seal this 6th day of November, 2018.


Notary Public



INDEX TO EXHIBITS

Exhibit 1	<i>May 23 2007 Promissory Note and Deed of Trust</i>	26 pages
Exhibit 2	<i>Motion for Relief of Stay</i>	38 pages
Exhibit 3	Loan Modification Agreement	6 page
Exhibit 4	"Important Message About Your Loan" Notice	1 page
Exhibit 5	Bank of America Home Loan Statement dated October 29, 2009	2 pages
Exhibit 6	Correspondence from Bank of America dated December 15, 2009, February 23, 2010, March 12, 2010, October 19, 2011 and December 23, 2011	5 pages
Exhibit 7	<i>Notice of Chapter 13, Bankruptcy Case, Meeting of Creditors, & Deadlines</i>	page
Exhibit 8	<i>Discharge of Debtor After Completion of Chapter 13 Plan</i>	1 page
Exhibit 9	April 24, 2015 loan modification notice	1 page
Exhibit 10	Lincicomes' check dated August 1, 2015, payable to Bank of America	1 page
Exhibit 11	Fay Servicing's Mortgage Statement generated August 10, 2015	2 pages
Exhibit 12	November 10, 2015 Assignment	2 pages
Exhibit 13	<i>Notice of Breach and Default and of Election to Sell the Real Property under Deed of Trust</i>	6 pages

Exhibit 1

Assessor's Parcel Number:
29-401-17

I hereby affirm that this document
submitted for recording does not
contain a social security number.

/s/ LYNDIA KLEIN
FUNDER

Recording Requested By:
SIERRA PACIFIC MORTGAGE COMPANY, INC.
280 BRINKLEY STREET, SUITE 100
RENO, NV 89509
775-826-3700

We certify that this is a true copy
of the original as recorded in
LYON, Nevada on 6-25-07 4:34 pm
Document No. 407150

Stewart Title Of Carson City
By: Carol Cost

Loan No: 0000479436

[Space Above This Line For Recording Data]

DEED OF TRUST

MIN: 1000703-0000479436-5

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 MAY 23, 2007
together with all Riders to this document.

(B) "Borrower" is VICENTA LINCICOME, A MARRIED WOMAN

Borrower is the trustor under this Security Instrument.

(C) "Lender" is SIERRA PACIFIC MORTGAGE COMPANY, INC.

Lender is a CORPORATION organized and existing under the laws of CALIFORNIA
Lender's address is 50 IRON POINT CIRCLE, STE 200, FOLSOM, CA 95630

(D) "Trustee" is GREENHEAD INVESTMENTS, INC., A CALIFORNIA CORPORATION

(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, Michigan 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated **MAY 23, 2007**
The Note states that Borrower owes Lender

THREE HUNDRED EIGHTY-ONE THOUSAND ONE HUNDRED FIFTY and NO/100----- Dollars
(U.S. \$ **381,150.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **JUNE 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 type="checkbox"/> Planned Unit Development Rider	<input checked="" type="checkbox"/> Other(s) [specify]
<input type="checkbox"/> 1-4 Family Rider	<input type="checkbox"/> Biweekly Payment Rider	INTEREST ONLY RIDER
<input type="checkbox"/> V. A. Rider		

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

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

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

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

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

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

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

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

COUNTY

of

LYON

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A."

which currently has the address of 70 RIVERSIDE DRIVE [Street],
DAYTON [City], Nevada 89403 [Zip Code] ("Property Address"):

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

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

Loan No: 0000479436

NEVADA--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT with MERS
DRAW.MERS.NV.CVL.DT.3.WFF (0101DOCS\DEEDS\CVL\NV_MERS.CVL)

Form 3029 1/01
(page 3 of 13 pages)

not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

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

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

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

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

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

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

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

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

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

Loan No: 0000479436

disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance. 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 and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance.

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

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

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

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

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

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

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

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

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

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.

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

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

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

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

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

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

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

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

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acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

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

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

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

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

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

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

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

19. **Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses

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in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

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

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

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

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

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

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

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

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute written notice of the occurrence of an event of default and of 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. \$ MAXIMUM ALLOWED BY LAW .

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.

Vicenta Lincicome (Seal)
VICENTA LINCICOME -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

Loan No: 0000479436

STATE OF NEVADA.

Carson City

County ss.

This instrument was acknowledged before me on

May 23 2007

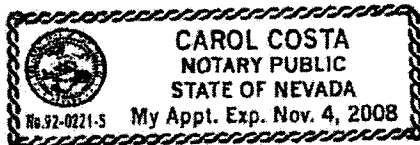
, by

Vicenta Lincicome

Carol Costa

My Commission Expires:

11-4-08



NEVADA--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT with MERS
DRAW.MERS.NV.CVL.DT.13.WPF (0101DOCS\DEEDS\CVL\NV_MERS.CVL)

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

WHEN RECORDED MAIL TO:

MIP INSURING DEPARTMENT
SIERRA PACIFIC MORTGAGE COMPANY, INC.
50 IRON POINT CIRCLE, STE 200
FOLSOM, CA 95630
916-932-1700

ADJUSTABLE RATE RIDER

(1 Year LIBOR Index - Rate Caps)

(Assumable after Initial Period)

THIS ADJUSTABLE RATE RIDER is made this 23rd day of MAY 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 the Borrower's Adjustable Rate Note (the "Note") to

SIERRA PACIFIC MORTGAGE COMPANY, INC., A CALIFORNIA CORPORATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

70 RIVERSIDE DRIVE
DAYTON, NV 89403

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT BORROWER'S 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. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 6.875 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of JUNE 2017, and may change on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the one-year London Interbank Offered Rate ("LIBOR") which is the average of interbank offered rates for one-year U.S.

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MULTISTATE ADJUSTABLE RATE RIDER-1 Year LIBOR Index (Assumable after IP)-Single Family-Freddie Mac Uniform Instrument

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dollar-denominated deposits in the London market, 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 which 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 QUARTER 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.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than **11.875 %** or less than **2.250 %**. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than **TWO** percentage points (**2.000 %**) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than **11.875 %**.

(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 interest rate and the amount of my monthly payment before the effective date of any change. The notice will include 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 BORROWER'S INITIAL INTEREST RATE CHANGES UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM COVENANT 18 OF THE SECURITY INSTRUMENT SHALL BE IN EFFECT 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

Loan No: 0000479436

MULTISTATE ADJUSTABLE RATE RIDER-1 Year LIBOR Index (Assumable after IP)-Single Family-Freddie Mac Uniform Instrument

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(Page 2 of 4)

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 IN SECTION 4 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 may also 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.

Loan No: 0000479436

MULTISTATE ADJUSTABLE RATE RIDER-1 Year LIBOR Index (Assumable after 1P)-Single Family-Freddie Mac Uniform Instrument

DRAW.0304.MX.CVL.ARM.RIDER.5131.3.WPF (P:\OPSS\SHARE\0101\DOCS\RIDERS\CVL\MXFH5131.ARM)

Form 5131 3/04
(Page 3 of 4)

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

Vicenta Lincicome (Seal)
VICENTA LINCICOME -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

[Sign Original Only]

Loan No: 0000479436

MULTISTATE ADJUSTABLE RATE RIDER-1 Year LIBOR Index (Assumable after IP)-Single Family-Freddie Mac Uniform Instrument

DRAW.0304.MX.CVL.ARM.RIDER.5131.4.WPF (PAOPSSHARE\0101\DOCS\RIDERS\CVL\MXPH5131.ARM)

Form 5131 3/04
(Page 4 of 4)

INTEREST-ONLY ADDENDUM TO ADJUSTABLE RATE RIDER

Property Address: 70 RIVERSIDE DRIVE
DAYTON, NV 89403

THIS ADDENDUM is made this 23rd day of MAY, 2007, and is incorporated into and intended to form a part of the Adjustable Rate Rider (the "Rider") dated the same date as this Addendum executed by the undersigned and payable to

SIERRA PACIFIC MORTGAGE COMPANY, INC., A CALIFORNIA CORPORATION (the "Lender")

THIS ADDENDUM supersedes Section 4(C) of the Rider. None of the other provisions of the Rider are changed by this Addendum.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND ONE QUARTER percentage points (2.250 %) to the Current Index for such Change Date. 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), this rounded amount will be my new interest rate until the next Change Date.

During the Interest-Only Period, the Note Holder will then determine the amount of the monthly payment that would be sufficient to repay accrued interest. This will be the amount of my monthly payment until the earlier of the next Change Date or the end of the Interest-Only Period unless I make a voluntary prepayment of principal during such period. If I make a voluntary prepayment of principal during the Interest-Only Period, my payment amount for subsequent payments will be reduced to the amount necessary to pay interest at the then current interest rate on the lower principal balance. At the end of the Interest-Only Period and on each Change Date thereafter, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay in full the unpaid principal that I am expected to owe at the end of the Interest-Only Period or Change Date, as applicable, in equal monthly payments over the remaining term of the Note. The result of this calculation will be the new amount of my monthly payment. After the end of the Interest-Only Period, my payment amount will not be reduced due to voluntary prepayments.

Loan No: 0000479436

INTEREST ONLY ADDENDUM TO ADJUSTABLE RATE RIDER 5/1 LIBOR ARM - MULTISTATE
DRAW.MX.CVL.ARM.10.ADN.DM.RIDER.1.WPF (0101DOCS\RIDERS\CVL\MXIO_ADN.RID)

01/01
603F

(page 1 of 2 pages)

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

Vicenta Lincicome (Seal)
VICENTA LINCICOME -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

[Sign Original Only]

Loan No: 0000479436

INTEREST ONLY ADDENDUM TO ADJUSTABLE RATE RIDER 5/1 LIBOR ARM - MULTISTATE
DRAW.MX.CVL.ARM.IO.ADNDM.RIDER.2.WPF (0101DOCS\RIDERS\CVL\MXIO_ADN.RID)

01/01
003F
(page 2 of 2 pages)

EXHIBIT "A"

ADJUSTABLE RATE NOTE

(1 Year LIBOR Index - Rate Caps)
(Assumable after Initial Period)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

MAY 23, 2007
(Date)

FOLSOM, CALIFORNIA
(City) (State)

70 RIVERSIDE DRIVE
DAYTON, NV 89403
(Property Address)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 381,150.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is SIERRA PACIFIC MORTGAGE COMPANY, INC., A CALIFORNIA CORPORATION. I will make all payments under this Note in the form of cash, check or money order.

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

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 6.875 %. The interest rate I will pay will change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the first day of each month beginning on JULY 1, 2007.

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on JUNE 1, 2037, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 193 BLUE RAVINE ROAD, SUITE 240
FOLSOM, CA 95630

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

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 2,183.67. This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of JUNE, 2017, and may change on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the one-year London Interbank Offered Rate ("LIBOR") which is the average of interbank offered rates for one-year U.S. dollar-denominated deposits in the London market, 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 which 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 QUARTER 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.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than **11.875** % or less than **2.250** %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than **TWO** percentage points (**2.000** %) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than **11.875** %.

(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 interest rate and the amount of my monthly payment before the effective date of any change. The notice will include 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.

5. BORROWER'S RIGHT TO PREPAY

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

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payment unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

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

7. BORROWER'S FAILURE TO PAY AS REQUIRED**(A) Late Charges for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of **15** calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be **5.000** % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

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

8. GIVING OF NOTICES

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

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

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

10. WAIVERS

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

11. UNIFORM SECURED NOTE

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

(A) UNTIL MY INITIAL INTEREST RATE CHANGES UNDER THE TERMS STATED IN SECTION 4 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.

(B) AFTER MY INITIAL INTEREST RATE CHANGES UNDER THE TERMS STATED IN SECTION 4 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 may also 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.

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


VICENTA LINCICOME

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

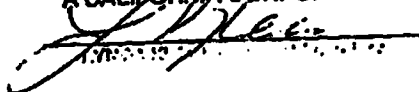
(Seal)
-Borrower

(Seal)
-Borrower

[Sign Original Only]

PAY TO THE ORDER OF
Countrywide Bank, FSB

WITHOUT RECOURSE
SIERRA PROPERTIES SERVICE CO.
A CALIFORNIA CORPORATION



PAY TO THE ORDER OF
COUNTRYWIDE HOME LOANS, INC.
WITHOUT RECOURSE
COUNTRYWIDE BANK, FSB

BY Laurie Meder
LAURIE MEDER
SENIOR VICE PRESIDENT

PAY TO THE ORDER OF
WITHOUT RECOURSE
COUNTRYWIDE HOME LOANS, INC.

BY Michelle Spolander
MICHELLE SPOLANDER
EXECUTIVE VICE PRESIDENT

INTEREST-ONLY ADDENDUM TO ADJUSTABLE RATE PROMISSORY NOTE

Loan Number:
Property Address: 10 RIVERSIDE DRIVE
DAYTON, NV 89403

THIS ADDENDUM is made this 23rd day of MAY, 2007, and is incorporated into and intended to form a part of the Adjustable Rate Note (the "Note") dated the same date as this Addendum executed by the undersigned and payable to
SIERRA PACIFIC MORTGAGE COMPANY, INC., A CALIFORNIA CORPORATION (the "Lender").

THIS ADDENDUM supersedes Sections 3(A), 3(B), 4(C) and 7(A) of the Note. None of the other provisions of the Note are changed by this Addendum.

3. PAYMENTS

(A) Time and Place of Payments

I will pay interest by making payments every month for the first 120 payments (the "Interest-Only Period") in the amount sufficient to pay interest as it accrues. I will pay principal and interest by making payments every month thereafter for the next 240 payments in an amount sufficient to fully amortize the outstanding principal balance of the Note at the end of the Interest-Only Period over the remaining term of the Note in equal monthly payments.

I will make my monthly payments on the first day of each month beginning on JULY 1, 2007. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on JUNE 1, 2037, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 193 BLUE RAVINE ROAD, SUITE 240
FOLSOM, CA 95630

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

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 2,183.67. This payment amount is based on the original principal balance of the Note. This payment amount may change.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND ONE QUARTER percentage points (2.250 %) to the Current Index for such Change Date. 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), this rounded amount will be my new interest rate until the next Change Date.

During the Interest-Only Period, the Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the accrued interest. This will be the amount of my monthly payment until the earlier of the next Change Date or the end of the Interest-Only Period unless I make a voluntary prepayment of principal during such period. If I make a voluntary prepayment of principal during the Interest-Only Period, my payment amount for subsequent payments will be reduced to the amount necessary to pay interest at the then current interest rate on the lower principal balance. At the end of the Interest-Only Period and on each Change Date thereafter, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay in full the unpaid principal that I am expected to owe at the end of the Interest-Only Period or Change Date, as applicable, in equal monthly payments over the remaining term of the Note. The result of this calculation will be the new amount of my monthly payment. After the end of the Interest-Only Period, my payment amount will not be reduced due to voluntary prepayments.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of interest during the Interest-Only Period. 5.000 % of my overdue payment of principal and interest thereafter. I will pay this late charge promptly, but only once on each late payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Addendum to Adjustable Rate Note.


VICENTA LINCICOME

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

[Sign Original Only]

Exhibit 2

A. Ellis Lincicome, Jr. and Vicenta J. Lincicome
Debtor(s)

10-51219-gwz
Case No:

Motion #:

Bank of America, N.A.
MOVANT

Chapter: 13

Certification of Attempt to Resolve the Matter without Court Action:

Moving counsel hereby certifies that pursuant to the requirements of LR 4001(a)(2), an attempt has been made to resolve the matter without court action, but movant has been unable to do so.

Date: November 24 2014

Signature: [Signature]

Attorney for Movant

PROPERTY INVOLVED IN THIS MOTION: 70 Riverside Drive, Dayton, NV 89403

NOTICE SERVED ON: Debtor(s) ☒ ; Debtor(s) Counsel ☒ ; Trustee ☒

DATE OF SERVICE: 11/10/14

MOVING PARTY'S CONTENTIONS:

The EXTENT and PRIORITY of LIENS: *

1st Bank of America, N.A. \$567,234.69 †

2nd _____

Other: _____

Total Encumbrances: \$567,234.69

APPRAISAL or OPINION as to VALUE:

Per attached Schedule "A" - \$476,000.00

TERMS OF MOVANT'S CONTRACT
WITH THE DEBTOR:*

Amount of Note: \$381,150.00

Interest Rate: 6.875%

Duration: 30 Year

Payment Per Month: \$2,425.24

Date of Default: May 1, 2013

Amount of Arrearages: \$130,788.87†‡

Date of Notice of Default: N/A

SPECIAL CIRCUMSTANCES: The undersigned hereby certifies that an attempt has been made to confer with debtor(s) counsel, or with debtor(s) and that more than three (3) business days have expired, and that after sincere effort to do so, counsel has been unable to resolve this matter without court action.

SUBMITTED BY: Greg Wilde

SIGNATURE: [Signature] #10235

DEBTOR'S CONTENTIONS:

The EXTENT and PRIORITY of LIENS:

1st _____

2nd _____

3rd _____

4th _____

Other: _____

Total Encumbrances: \$ _____

APPRAISAL or OPINION as to VALUE:

DEBTOR'S OFFER OF "ADEQUATE
PROTECTION" FOR MOVANT:

SPECIAL CIRCUMSTANCES:

SUBMITTED BY: _____

SIGNATURE: _____

* All amounts due to Movant as of November 10, 2014

† The amount of Movant's liens and arrears above do not include \$1,026.00 for fees and costs that have also been incurred by Movant as of the date hereof in connection with seeking the relief requested in the Motion.

‡ Amounts listed are due for post-petition only.

TIFFANY & BOSCO, P.A.

Gregory L. Wilde, Esq.

Nevada Bar No. 004417

212 South Jones Boulevard

Las Vegas, Nevada 89107

Telephone: 702 258-8200

Fax: 702 258-8787

Attorney for Movant Bank of America, N.A.

14-70888

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA**

In Re:

Bk Case No.: 10-51219-gwz

A. Ellis Lincicome, Jr. and Vicenta J. Lincicome

Date: December 30, 2014

Time: 10:00am

Chapter 13

Debtors.

MOTION FOR RELIEF FROM AUTOMATIC STAY

(REAL PROPERTY)

Bank of America, N.A., ("Movant") hereby moves this Court, pursuant to 11 U.S.C. § 362, for relief from the automatic stay with respect to certain real property of the Debtor(s) having an address of 70 Riverside Drive, Dayton, NV 89403 (the "Property"). In further support of this Motion, Movant respectfully states:

1. A petition under Chapter 13 of the United States Bankruptcy Code was filed with respect to the Debtor(s) on April 6, 2010.
2. A foreclosure notice of default has not been recorded.
3. A Chapter 13 Plan was confirmed on October 13, 2010.
4. The Debtor(s) have executed and delivered that certain promissory note in the original principal amount of \$381,150.00 (the "Note"). A true and correct copy of the Note is attached hereto as Exhibit "A". Movant, directly, or through an agent, has possession of the Note. Movant is an entity entitled to enforce the Note.

5. Pursuant to that certain Deed of Trust (the "Deed of Trust"), all obligations (collectively, the "Obligations") of the Debtor(s) under the Note and the Deed of Trust with respect to the Loan are secured by the Property. A true and correct copy of the Deed of Trust is attached hereto as Exhibit "B".

6. All rights and remedies under the Deed of Trust have been assigned to the Movant pursuant to that certain assignment of deed of trust. Additionally, all rights and remedies under the Deed of Trust have been assigned to the Movant pursuant to that certain Certificate of Merger. Bank of America, N.A., is successor by Merger to BAC Home Loans Servicing, LP effective July 1, 2011. Prior to that date, Countrywide Home Loans Servicing LP merged with BAC Home Loans Servicing, LP effective April 27, 2009. Attached hereto as Exhibit "C" are the merger documents.

7. Bank of America, N.A. services the loan on the Property referenced in this Motion. In the event the automatic stay in this case is modified, this case dismisses, and/or the Debtor(s) obtain(s) a discharge and a foreclosure action is commenced on the mortgaged property, the foreclosure will be conducted in the name of Movant. Movant, directly or through an agent, has possession of the Note. The Note is either made payable to Movant or has been duly endorsed.

8. As of November 10, 2014, the outstanding Obligations are:

Unpaid Principal Balance	\$381,150.00
Unpaid, Accrued Interest	\$170,972.39
Costs	\$17,384.92
<u>Less:</u> Partial Payments	(\$2,272.62)
Minimum Outstanding Obligations	\$567,234.69

9. In addition to the other amounts due to Movant reflected in this Motion, as of the date hereof, in connection with seeking the relief requested in this Motion, Movant has also incurred \$850.00 in legal fees and \$176.00 in costs. Movant reserves all rights to seek an award or allowance of such fees and costs in accordance with applicable loan documents and related agreements, the Bankruptcy Code and otherwise applicable law.

///

10. The following chart sets forth the number and amount of post-petition payments due pursuant to the terms of the Note that have been missed by the Debtor(s):

Number of Missed Payments	From	To	Monthly Payment Amount	Total Missed Payments
39	5/1/10	7/1/13	\$2,408.52	\$93,932.28
9	8/1/13	4/1/14	\$2,427.92	\$21,851.28
7	5/1/14	11/1/14	\$2,402.03	\$16,814.21
Less post-petition partial payments:				(\$1,808.90)

Total: \$130,788.87

11. As of November 10, 2014, the total post-petition arrearage/delinquency is \$130,788.87.

This is the amount necessary to cure any post-petition default on or about the date hereof.¹

12. The fair market value of the Property is \$476,000.00. The basis for such valuation is the Schedules of the Debtor(s). A true and correct copy of the Schedule "A" is attached hereto as Exhibit "D".

13. Upon information and belief, the aggregate amount of encumbrances on the Property listed in the Schedules or otherwise known, including but not limited to the encumbrances granted to Movant, is \$567,234.69.

14. Cause exists for relief from the automatic stay for the following reasons:

- (a) Movant's interest in the Property is not adequately protected and the fair market value of the Property is declining and payments are not being made to Movant sufficient to protect Movant's interest against that decline.
- (b) Post confirmation payments required by the confirmed plan have not been made to Movant.

¹ The total of missed post-petition payments for this impounded loan include any missed escrow payments. Such missed escrow payments include amounts assessed for taxes and insurance and any previously assessed escrow shortage amount (if applicable). To avoid duplication, post-petition advances (if any) made for insurance, real estate taxes, or similar charges are not listed separately to the extent such advances would have been paid from the missed escrow payments. As part of the next annual RESPA analysis, the Bank will determine whether the escrow payments assessed to the debtor (including the missed escrow payments) result in a projected escrow shortage or overage. All rights are hereby reserved to assert or request any escrow amounts in accordance with RESPA and the total post-petition arrearage/delinquency is qualified accordingly. In addition, the amounts set forth herein do not include any legal fees or expenses of counsel incurred by Movant in connection with seeking the relief requested in the Motion.

1 (c) Pursuant to 11 U.S.C. § 362(d)(2)(A), Debtor(s) have no equity in the Property;
2 and pursuant to § 362(d)(2)(B), the Property is not necessary for an effective
3 reorganization.

4 WHEREFORE, Movant prays that this Court issue an Order terminating or modifying
5 the stay and granting the following:

6 1. Relief from the stay allowing Movant (and any successors or assigns) to proceed under
7 applicable non-bankruptcy law to enforce its remedies to foreclose upon and obtain possession of the
8 Property.

9 2. That the Order be binding and effective despite any conversion of this bankruptcy case
10 to a case under any other chapter of Title 11 of the United States Code.

11 3. That the 14-day stay described by Bankruptcy Rule 4001(a) (3) be waived.

12 4. For such other relief as the Court deems proper.

13 5. That the Movant shall give Debtors at least seven business days' notice of the time,
14 place and date of sale.

15 6. Movant further requests that upon entry of an order granting relief from stay, it be
16 exempted from further compliance with Fed. Rule Bankr. P. 3002.1 in the instant bankruptcy case.

17 DATED this 26th day of November, 2014.

18
19 **TIFFANY & BOSCO, P.A.**

20 By: /s/ Gregory L. Wilde, Esq #10235

GREGORY L. WILDE, ESQ.

21 Attorney for Movant
22 212 South Jones Boulevard
23 Las Vegas, Nevada 89107
24
25
26

TIFFANY & BOSCO, P.A
Gregory L. Wilde, Esq.
Nevada Bar No. 004417
212 South Jones Boulevard
Las Vegas, Nevada 89107
Telephone: 702 258-8200
Fax: 702 258-8787
nvbk@tblaw.com

Bank of America, N.A.
14-70888

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA**

In Re:	Bk Case No.: 10-51219-gwz
A. Ellis Lincicome, Jr. and Vicenta J. Lincicome	Date: December 30, 2014 Time: 10:00am
	Chapter 13
Debtors	

[PROPOSED] ORDER TERMINATING AUTOMATIC STAY

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Automatic Stay in the above-entitled bankruptcy proceedings is terminated as to the Debtor and the Trustee in favor of Secured Creditor Bank of America, N.A., its assignees and/or successors in interest, of the subject property, generally described as 70 Riverside Drive, Dayton, NV 89403.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the Movant shall give Debtors at least seven business days' notice of the time, place and date of sale.

1
2 IT IS FURTHER ORDERED, ADJUDGED and DECREED that Movant is exempt from
3 further compliance with Fed. Bankr. Rule P. 3002.1.

4 IT IS FURTHER ORDERED, ADJUDGED and DECREED That the Order be binding and
5 effective despite any conversion of this bankruptcy case to a case under any other chapter of Title 11 of
6 the United States Code.

7
8 Submitted by:

9 **TIFFANY & BOSCO, P.A**

10 By: /s/Gregory L. Wilde, Esq
11 **Gregory L. Wilde, Esq.**
12 Attorney for Movant

13 **APPROVED / DISAPPROVED**

14 By: _____
15 **Robert G. Johnston**
16 Attorney for Debtor(s)

17 **APPROVED / DISAPPROVED**

18 By: _____
19 **William A. Van Meter**
20 Chapter 13 Trustee
21
22
23
24
25
26

EXHIBIT "A"

ADJUSTABLE RATE NOTE

(1 Year LIBOR Index - Rate Caps)
(Assumable after Initial Period)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

MAY 23, 2007
[Date]

FOLSOM, CALIFORNIA
[City] [State]

70 RIVERSIDE DRIVE
DAYTON, NV 89403
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 381,150.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is SIERRA PACIFIC MORTGAGE COMPANY, INC., A CALIFORNIA CORPORATION. I will make all payments under this Note in the form of cash, check or money order.

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

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 6.875 %. The interest rate I will pay will change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the first day of each month beginning on JULY 1, 2007.

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on JUNE 1, 2037, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 193 BLUE RAVINE ROAD, SUITE 240
FOLSOM, CA 95630

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

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 2,183.67. This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of JUNE, 2017, and may change on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the one-year London Interbank Offered Rate ("LIBOR") which is the average of interbank offered rates for one-year U.S. dollar-denominated deposits in the London market, 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 which 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 QUARTER 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.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than **11.875** % or less than **2.250** %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than **TWO** percentage points (**2.000** %) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than **11.875** %.

(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 interest rate and the amount of my monthly payment before the effective date of any change. The notice will include 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.

5. BORROWER'S RIGHT TO PREPAY

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

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payment unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

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

7. BORROWER'S FAILURE TO PAY AS REQUIRED**(A) Late Charges for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of **15** calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be **5.000** % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

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

8. GIVING OF NOTICES

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

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

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

10. WAIVERS

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

11. UNIFORM SECURED NOTE

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

(A) UNTIL MY INITIAL INTEREST RATE CHANGES UNDER THE TERMS STATED IN SECTION 4 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.

(B) AFTER MY INITIAL INTEREST RATE CHANGES UNDER THE TERMS STATED IN SECTION 4 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 may also 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.

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


VICENTA LINCICOME

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

[Sign Original Only]

PAY TO THE ORDER OF
Countrywide Bank, FSB
WITHOUT RECOURSE
SIERRA PACIFIC FINANCE CO.
A CALIFORNIA CORPORATION
[Signature]

PAY TO THE ORDER OF
COUNTRYWIDE HOME LOANS, INC.
WITHOUT RECOURSE
COUNTRYWIDE BANK, FSB
BY *Laurie Meder*
LAURIE MEDER
SENIOR VICE PRESIDENT

PAY TO THE ORDER OF
WITHOUT RECOURSE
COUNTRYWIDE HOME LOANS, INC.
BY *Michele Sjlander*
MICHELE SJLANDER
EXECUTIVE VICE PRESIDENT

INTEREST-ONLY ADDENDUM TO ADJUSTABLE RATE PROMISSORY NOTE

Loan Number:

Property Address: 10 RIVERSIDE DRIVE
DAYTON, NV 89403

THIS ADDENDUM is made this 23rd day of MAY, 2007, and is incorporated into and intended to form a part of the Adjustable Rate Note (the "Note") dated the same date as this Addendum executed by the undersigned and payable to
SIERRA PACIFIC MORTGAGE COMPANY, INC., A CALIFORNIA CORPORATION (the "Lender").

THIS ADDENDUM supersedes Sections 3(A), 3(B), 4(C) and 7(A) of the Note. None of the other provisions of the Note are changed by this Addendum.

3. PAYMENTS

(A) Time and Place of Payments

I will pay interest by making payments every month for the first 120 payments (the "Interest-Only Period") in the amount sufficient to pay interest as it accrues. I will pay principal and interest by making payments every month thereafter for the next 240 payments in an amount sufficient to fully amortize the outstanding principal balance of the Note at the end of the Interest-Only Period over the remaining term of the Note in equal monthly payments.

I will make my monthly payments on the first day of each month beginning on JULY 1, 2007. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on JUNE 1, 2037, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 193 BLUE RAVINE ROAD, SUITE 240
FOLSOM, CA 95630

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

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 2,183.67. This payment amount is based on the original principal balance of the Note. This payment amount may change.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND ONE QUARTER percentage points (2.250 %) to the Current Index for such Change Date. 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), this rounded amount will be my new interest rate until the next Change Date.

During the Interest-Only Period, the Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the accrued interest. This will be the amount of my monthly payment until the earlier of the next Change Date or the end of the Interest-Only Period unless I make a voluntary prepayment of principal during such period. If I make a voluntary prepayment of principal during the Interest-Only Period, my payment amount for subsequent payments will be reduced to the amount necessary to pay interest at the then current interest rate on the lower principal balance. At the end of the Interest-Only Period and on each Change Date thereafter, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay in full the unpaid principal that I am expected to owe at the end of the Interest-Only Period or Change Date, as applicable, in equal monthly payments over the remaining term of the Note. The result of this calculation will be the new amount of my monthly payment. After the end of the Interest-Only Period, my payment amount will not be reduced due to voluntary prepayments.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of interest during the Interest-Only Period, 5.000 % of my overdue payment of principal and interest thereafter. I will pay this late charge promptly, but only once on each late payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Addendum to Adjustable Rate Note.


VICENTA LINCICOME

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

[Sign Original Only]

EXHIBIT "C"

ASSISTANT SECRETARY CERTIFICATE

OF

BANK OF AMERICA, NATIONAL ASSOCIATION

The undersigned, Devra Lindgren, an Assistant Secretary of Bank of America, National Association (the "Association"), a national banking association organized and existing under the laws of the United States of America and having its principal place of business in the City of Charlotte, County of Mecklenburg, State of North Carolina, does hereby certify that:

1. **Countrywide Document Custody Services was a division of Treasury Bank, National Association.**

Effective September 6, 2005, Treasury Bank, National Association changed its name to Countrywide Bank, National Association.

Effective March 12, 2007, Countrywide Bank, National Association converted to a federal savings bank under the title of Countrywide Bank, FSB.

Effective April 27, 2009, Countrywide Bank, FSB converted back to a national banking association under the title of Countrywide Bank, National Association, and immediately thereafter, merged with and into Bank of America, National Association.

2. **Effective April 27, 2009, Countrywide Home Loans Servicing LP changed its name to BAC Home Loans Servicing, LP.**

Effective July 1, 2011, BAC Home Loans Servicing, LP merged with and into Bank of America, National Association.

IN WITNESS WHEREOF, I have hereupon set my hand and affixed the seal of said Association this 23rd day of May, 2012.

[SEAL]


Devra Lindgren
Assistant Secretary

DOC # 467719

11/10/2010

12 41 PM

Official Record

Requested By
ORION FINANCIAL GROUP

Lyon County - NV

Mary C. Milligan - Recorder

Page 1 of 2 Fee \$15.00

Recorded By: NFK RPTT



467719



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)

PREPARED BY & RETURN TO:

M. E. Wileman

Orion Financial Group, Inc.

2860 Exchange Blvd. # 100

Southlake, TX 76092

Assignment of Mortgage

Send Any Notices To Assignee.

For Valuable Consideration, the undersigned, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") SOLELY AS NOMINEE FOR SIERRA PACIFIC MORTGAGE COMPANY, INC. G4318 Miller Road, Flint, MI 48507 (Assignor) by these presents does assign and set over, without recourse, to BAC HOME LOANS SERVICING LP FKA COUNTRYWIDE HOME LOANS SERVICING LP 1757 TAPO CANYON ROAD, SIMI VALLEY, CA 93063 (Assignee) the described mortgage, together with certain note(s) described with all interest, all liens, any rights due or to become due thereon, executed by VICENTA LINCIOCOME, A MARRIED WOMAN to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") SOLELY AS NOMINEE FOR SIERRA PACIFIC MORTGAGE COMPANY, INC.. Said mortgage Dated: 5/23/2007 is recorded in the State of NV, County of Lyon on 5/25/2007, Record # 407150 AMOUNT: \$ 381,150.00 Property Address: 70 RIVERSIDE DRIVE, DAYTON, NV 89403

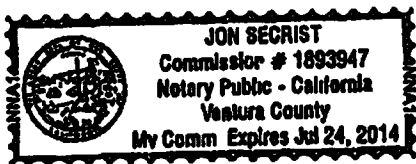
IN WITNESS WHEREOF, the undersigned corporation has caused this instrument to be executed by its proper officer. Executed on: 10-22-2010

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") SOLELY AS NOMINEE FOR SIERRA PACIFIC MORTGAGE COMPANY, INC.

By:

Nicholas Glavatsky
Certifying Officer

State of California, County of Ventura
On 10-22-2010, before me, the undersigned, Nicholas Clavadetscher, who acknowledged that he/she
is Certifying Officer of for MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.
("MERS") SOLELY AS NOMINEE FOR SIERRA PACIFIC MORTGAGE COMPANY, INC. and that he/she
executed the foregoing instrument and that such execution was done as the free act and deed of MORTGAGE
ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") SOLELY AS NOMINEE FOR SIERRA PACIFIC
MORTGAGE COMPANY, INC. SIERRA PACIFIC MORTGAGE COMPANY, INC..



Jon Secrist
Notary public, Jon Secrist
My commission expires: 7-24-2014

MAIL TAX BILL TO:

VICENTA LINCIOCOME, A MARRIED WOMAN Property Address: 70 RIVERSIDE DRIVE, DAYTON, NV
89403

EXHIBIT "B"

I hereby affirm that this document submitted for recording does not contain a social security number.

/s/ LYNDIA KLEIN
FUNDER

Recording Requested By:
SIERRA PACIFIC MORTGAGE COMPANY, INC.
280 BRINKLEY STREET, SUITE 100
RENO, NV 89509

DOC # 407150

05/25/2007

04:34 PM

Official Record

Requested By
STEWART TITLE OF NEVADA

Lyon County - NV

Mary C. Milligan - Recorder

Page 1 of 20 Fee: \$58.00

Recorded By: DLW RPTT:



0407150

[Space Above This Line For Recording Data]

DEED OF TRUST

MIN:

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 MAY 23, 2007 together with all Riders to this document.

(B) "Borrower" is VICENTA LINCICOME, A MARRIED WOMAN

Borrower is the trustor under this Security Instrument.

(C) "Lender" is SIERRA PACIFIC MORTGAGE COMPANY, INC.

Lender is a CORPORATION organized and existing under the laws of CALIFORNIA
Lender's address is 50 IRON POINT CIRCLE, STE 200, FOLSOM, CA 95630

(D) "Trustee" is GREENHEAD INVESTMENTS, INC., A CALIFORNIA CORPORATION

(B) "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, Michigan 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated **MAY 23, 2007**. The Note states that Borrower owes Lender

THREE HUNDRED EIGHTY-ONE THOUSAND ONE HUNDRED FIFTY and NO/100----- Dollars
(U.S. \$ **381,150.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **JUNE 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 type="checkbox"/> Planned Unit Development Rider	<input checked="" type="checkbox"/> Other(s) [specify]
<input type="checkbox"/> 1-4 Family Rider	<input type="checkbox"/> Biweekly Payment Rider	INTEREST ONLY RIDER
<input type="checkbox"/> V. A. Rider		

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

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

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

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

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

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

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

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

COUNTY of LYON :
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A."

which currently has the address of 70 RIVERSIDE DRIVE [Street],
DAYTON [City], Nevada 89403 [Zip Code] ("Property Address"):

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

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

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

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

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

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is

not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

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

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

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

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

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

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

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

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

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

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts

disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance. 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 and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

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

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

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

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

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

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

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

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses

in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

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

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

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

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

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

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

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

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

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

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

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

25. Assumption Fee. If there is an assumption of this loan, Lender may charge an assumption fee of U.S. \$ **MAXIMUM ALLOWED BY LAW**.

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.

Vicenta Lincicome (Seal)
VICENTA LINCICOME -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

____ (Seal)

STATE OF NEVADA,

Carson City

County ss.

This instrument was acknowledged before me on

May 23 2007

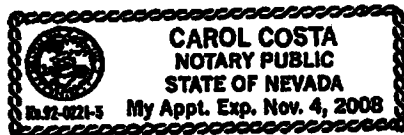
, by

Vicenta Lincicome

Carol Costa

My Commission Expires:

11-4-08



NEVADA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT with MERS
DRAW.MERS.NV.CVL.DT.13.WPF (0101DOCS\DEEDS\CVL\NV_MERS.CVL)

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

WHEN RECORDED MAIL TO:

MIP INSURING DEPARTMENT
SIERRA PACIFIC MORTGAGE COMPANY, INC.
50 IRON POINT CIRCLE, STE 200
FOLSOM, CA 95630

ADJUSTABLE RATE RIDER

**(1 Year LIBOR Index - Rate Caps)
(Assumable after Initial Period)**

THIS ADJUSTABLE RATE RIDER is made this 23rd day of MAY 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 the Borrower's Adjustable Rate Note (the "Note") to

SIERRA PACIFIC MORTGAGE COMPANY, INC., A CALIFORNIA CORPORATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

70 RIVERSIDE DRIVE
DAYTON, NV 89403

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT BORROWER'S 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. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 6.875 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of JUNE 2017, and may change on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the one-year London Interbank Offered Rate ("LIBOR") which is the average of interbank offered rates for one-year U.S.

MULTISTATE ADJUSTABLE RATE RIDER-1 Year LIBOR Index (Assumable after IP)-Single Family-Precon Note Uniform Instrument

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(Page 1 of 4)

dollar-denominated deposits in the London market, 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 which 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 QUARTER 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.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than **11.875 %** or less than **2.250 %**. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than **TWO** percentage points (**2.000 %**) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than **11.875 %**.

(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 interest rate and the amount of my monthly payment before the effective date of any change. The notice will include 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 BORROWER'S INITIAL INTEREST RATE CHANGES UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM COVENANT 18 OF THE SECURITY INSTRUMENT SHALL BE IN EFFECT 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

MULTISTATE ADJUSTABLE RATE RIDER-1 Year LIBOR Index (Assumable after IF)-Single Family-Freddie Mac Uniform Instrument

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Form 5131 3/04
(Page 2 of 4)

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 IN SECTION 4 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 may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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

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



VICENTA LINCICOME (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

[Sign Original Only]

MULTISTATE ADJUSTABLE RATE RIDER-1 Year LIBOR Index (Assumable after 1P)-Single Family-Freddie Mac Uniform Instrument

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Form 5131 3/04
(Page 4 of 4)

INTEREST-ONLY ADDENDUM TO ADJUSTABLE RATE RIDER

Property Address: 70 RIVERSIDE DRIVE
DAYTON, NV 89403

THIS ADDENDUM is made this 23rd day of MAY, 2007, and is incorporated into and intended to form a part of the Adjustable Rate Rider (the "Rider") dated the same date as this Addendum executed by the undersigned and payable to SIERRA PACIFIC MORTGAGE COMPANY, INC., A CALIFORNIA CORPORATION (the "Lender")

THIS ADDENDUM supersedes Section 4(C) of the Rider. None of the other provisions of the Rider are changed by this Addendum.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND ONE QUARTER percentage points (2.250 %) to the Current Index for such Change Date. 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), this rounded amount will be my new interest rate until the next Change Date.

During the Interest-Only Period, the Note Holder will then determine the amount of the monthly payment that would be sufficient to repay accrued interest. This will be the amount of my monthly payment until the earlier of the next Change Date or the end of the Interest-Only Period unless I make a voluntary prepayment of principal during such period. If I make a voluntary prepayment of principal during the Interest-Only Period, my payment amount for subsequent payments will be reduced to the amount necessary to pay interest at the then current interest rate on the lower principal balance. At the end of the Interest-Only Period and on each Change Date thereafter, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay in full the unpaid principal that I am expected to owe at the end of the Interest-Only Period or Change Date, as applicable, in equal monthly payments over the remaining term of the Note. The result of this calculation will be the new amount of my monthly payment. After the end of the Interest-Only Period, my payment amount will not be reduced due to voluntary prepayments.

INTEREST ONLY ADDENDUM TO ADJUSTABLE RATE RIDER 5/1 LIBOR ARM - MULTISTATE
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(page 1 of 2 pages)

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


VICENTA LINCICOME (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

[Sign Original Only]

INTEREST ONLY ADDENDUM TO ADJUSTABLE RATE RIDER 5/1 LIBOR ARM - MULTISTATE
DRAW.MX.CVL.ARM.IO.ADNDM.RIDER.2.WPF (0101DOCS\RIDERS\CVL\MXIO_ADN.RID)

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(page 2 of 2 pages)

EXHIBIT "A"
LEGAL DESCRIPTION

The land referred to herein is situated in the State of Nevada,
County of LYON, described as follows:

LOT 42 AS SHOWN ON THE OFFICIAL MAP OF GOLD CANYON ESTATES,
PHASE 2, FILE IN THE OFFICE OF THE LYON COUNTY, NEVADA RECORDER,
ON OCTOBER 20, 2005, AS DOCUMENT NO. 365687.

EXCEPTING THEREFROM ALL THAT PORTION THEREOF, LYING BELOW THE
NATURAL ORDINARY HIGH WATER LINE OF THE CARSON RIVER.

EXHIBIT "D"In re A. ELLIS LINCICOME, JR. and VICENTA J. LINCICOME,
Debtor(s)Case No. _____
(if known)**SCHEDULE A-REAL PROPERTY**

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a cotenant community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If the debtor is married, state whether the husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G-Executory Contracts and Unexpired Leases.

If an entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D. If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim."

If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

Description and Location of Property	Nature of Debtor's Interest in Property	Current Value of Debtor's Interest, In Property Without Deducting any Secured Claim or Exemption	Amount of Secured Claim
	Husband-H Wife-W Joint-J Community-C		
Residence at 70 Riverside Drive, Dayton, NV	J	\$ 476,000.00	\$ 381,000.00
Rental House at 2763 Carriage Crest Drive, Carson City, NV 89706	J	\$ 280,000.00	\$ 280,000.00
Lot of 4315 Drake Way, Washoe Valley, NV	J	\$ 100,000.00	\$ 100,000.00

No continuation sheets attached

TOTAL \$
 (Report also on Summary of Schedules.)
856,000.00

Exhibit 3

APN# 029-401-17

Recording Requested by:

Name Michael Camarata

Address 107 Beecham Dr

City/State/Zip Pittsburg PA 15205

Mail Tax Statements to:

Name _____

Address _____

City/State/Zip _____

Loan Modification Agreement

Title of Document
(Required Field)

FILL IN ALL THAT APPLY

The Undersigned Hereby Affirms That This Document Submitted For Recording Contains Personal Information As Required By Law*

Specify Law* _____

Signature _____

Specify Law* _____

Print Name _____ Title _____

*If there is no applicable State or Federal Law, Personal Information must be removed prior to recording

If this document is a re-record or correction, fill out below

Correcting Document# _____ Amending _____

Reason for re-record _____

(For Re-records, all pages from original document must be included, \$25 Non-conforming Fee Applies)

If legal description is in metes & bounds, indicate where it was obtained:

_____ (Document Title), Book _____ Page _____ or

Document # _____ recorded _____ (date) in the

Lyon County Recorder's Office

-OR-

If prepared by a surveyor, provide name and address

*Personal Information means a natural person's first name or first initial and last name in combination with any one or more of the following data elements

- 1 Social security number
- 2 Driver's license number or identification card number
- 3 Account number, credit card number or debit card number, in combination with any required security code, access code or password

This page added to provide additional information required by NRS 111.312 Sections 1-4
(\$1.00 Additional Recording Fee Applies)

DOC # 475808

05/04/2011

01 19 PM

Official Record

Requested By
BAC HOME LOANS SERVICING

Lyon County - NV

Mary C. Milligan - Recorder

Page 1 of 6 Fee \$44.00

Recorded By MFK RPTT



0475808

IN MODIFICATION AGREEMENT
(Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 11th day of July, 2009, between VICENTA LINCICOME (the "Borrower(s)") and BAC Home Loans Servicing, LP (the "Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated the 23rd day of May, 2007 in the amount of \$381,150.00, and (2) the Note secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at 70 RIVERSIDE DRIVE, DAYTON, NV 89403

The real property described being set forth as follows

SAME AS IN SAID SECURITY INSTRUMENT

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (Notwithstanding anything to the contrary contained in the Note or Security Instrument)

- 1 As of the 1st day of September, 2009, the amount payable under the Note or Security Instrument (the "Unpaid Principal Balance") is U.S. \$417,196.58, consisting of the amount(s) loaned to the Borrower by the Lender which may include, but not limited to, any past due principal payments, interest, fees and/or costs capitalized to date
- 2 The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 4.875% from the 1st day of August, 2009. The Borrower promises to make monthly payments of principal and interest of U.S. \$1,977.29 beginning on the 1st day of September, 2009, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on the 1st day of August, 2049 (the "Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.
- 3 The Borrower will make such payments at Payment Processing PO Box 10219 Van Nuys, CA 91410 or at such other place as the Lender may require.
- 4 Nothing in this agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all terms and provisions thereof, as amended by this Agreement.
- 5 In consideration of this Modification, Borrower agrees that if any document related to the Security Instrument, Note and/or Modification is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the loan as modified, or is otherwise missing, Borrower(s) will comply with Lender's request to execute, acknowledge, initial and deliver to Lender any documentation Lender deems necessary. If the original promissory note is replaced the Lender hereby indemnifies the Borrower(s) against any loss associated with a demand on the original note. All documents Lender requests of Borrower(s) shall be referred to as "Documents". Borrower agrees to deliver the Documents within ten (10) days after receipt by Borrower(s) of a written request for such replacement.

Previous mortgage recorded
5/25/07 doc-407150 Assigned
11/10/2010 doc-467719

05/04/2011
002 of 6

475808



Unofficial

BAC Home Loans Servicing, LP is a subsidiary of Bank of America, N.A.



The HOPE Team
CHL Loan # 162304785

WDGFXNR 8124 July 11, 2009



475808

05/04/2011
003 of 6

STEP RATE LOAN MODIFICATION
ADDENDUM TO LOAN MODIFICATION AGREEMENT

The Step Rate Loan Modification Agreement Addendum (the "Addendum") is made this July 11, 2009, and is incorporated into and shall be deemed a part of that certain Loan Modification Agreement of even date herewith (the "Agreement") between VICENTA LINCICOME (the "Borrowers") and BAC Home Loans Servicing, LP (the "Lender"), which agreement amends and supplements that certain Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") executed by Borrower in favor of Lender

THIS ADDENDUM CONTAINS PROVISIONS PROVIDING FOR
SCHEDULED INTEREST RATE CHANGES

In consideration of the mutual promises and agreements exchanged and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Agreement, Security Instrument or the promissory note (the "Note"), except as specifically provided for herein)

1 Scheduled Interest Rate Changes

The Agreement provides for an initial interest rate of 4.875% which will be charged from the 1st day of August, 2009

The Interest Rate shall then change on the 1st day of August, 2014 at which time it shall be 5.375%

Thereafter, the interest rate and monthly principal and interest payment shall adjust in accordance with the Note, Adjustable Rate Rider and/or any other loan document that is affixed to or incorporated into the Note and Rider and provides for, implements or relates to any change or adjustment in the interest rate and monthly payment amount under the Note until such time as the principal and interest due under the Note are paid in full. If on August 1, 2049 (the "Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by the Agreement and this Addendum, the Borrower shall pay these amounts in full on the Maturity Date.

BORROWER

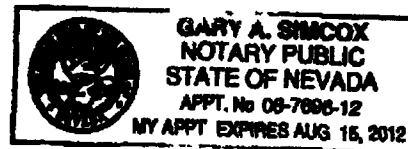
Vicenta Lincicome
VICENTA LINCICOME

Dated *July 31, 2009*

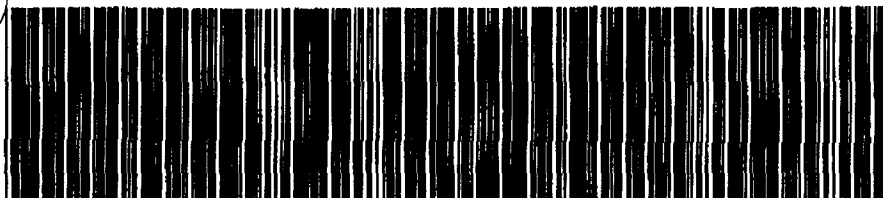
Lender

BAC Home Loans Servicing, LP

Dated *Aug 31, 2009*



BAC Home Loans Servicing, LP is a subsidiary of Bank of America, N.A.



The HOPE Team
CHL Loan # 162304785

July 11, 2009

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05/04/2011
004 of 6

As evidenced by their signatures below, the Borrower and the Lender agree to the foregoing

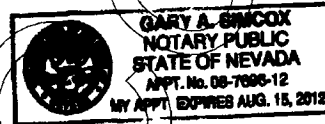
Vicenta Lincrome Dated July 31, 2009
VICENTA LINCROME

STATE OF NevadaCOUNTY OF ClarkOn July 31, 2009 before me, Gary Sincor Notary Public, personally appearedVicenta Lincrome

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures (s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument

WITNESS my hand and official seal

Signature

08-15-2012
Gary Sincor

BAC Home Loans Servicing, LP is a subsidiary of Bank of America, NA

The HOPE Team
CHL Loan # 162304785

WDGFIXNR 8124 July 11, 2009

00090



475888

05/04/2011
005 of 6

DO NOT WRITE BELOW THIS LINE

THIS SECTION IS FOR INTERNAL BANK OF AMERICA HOME LOANS SERVICING, LP USE ONLY

BAC Home Loans Servicing, LP
7105 Corporate Drive
(PTX-B-36)
Plano, TX 75024

By _____ Dated _____

James I Smith

MAR 22 2011

STATE OF COCOUNTY OF BroomfieldOn MAR 22 2011before me, Amy L BoganNotary Public, personally appeared James I Smith

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument

WITNESS my hand and official seal

Amy L Bogan

Signature

AMY L BOGAN

NOTARY PUBLIC, STATE OF COLORADO

My Comm. Expires September 8, 2014

BAC Home Loans Servicing LP is a subsidiary of Bank of America N A

8093 08/09

00091



475808

05/04/2011
006 of 6

LEGAL DESCRIPTION

**ALL THAT CERTAIN LOT OR PARCEL OF LAND BEING SITUATE IN GOLD CANYON EST SUBDIVISION, PH 2
LOT 42 BEING 482 ACRES**

PARCEL # 029-401-17

Unofficial Copy

Exhibit 4



Home Loans

Attn: Home Retention Division
BAC Home Loans Servicing, LP
100 Beecham Drive Suite 104
Pittsburgh, PA 15205

Notice Date: July 11, 2009

Account No.: 162304785

VICENTA LINCICOME
70 Riverside Dr
Dayton, NV 89403

Property Address:
70 RIVERSIDE DRIVE
DAYTON, NV 89403

IMPORTANT MESSAGE ABOUT YOUR LOAN

We are pleased to advise you that your loan modification has been approved. In order for the modification to be valid, the enclosed documents need to be signed and returned.

The following amounts will be added to your current principal balance, resulting in a modified principal balance of \$417,196.58 prior to your first payment date. The amount added to your loan is:

Interest :	\$32,755.05
Fees:	\$55.00
Escrow:	\$3,236.53
Total:	\$36,046.58

Your new modified monthly payment will be \$2,272.62, effective with your September 1, 2009 payment. This payment is subject to change if your escrow account is reanalyzed due to new annual premiums. Your current interest rate is 6.875%. Your new reduced rate of 4.875% will be effective as of the September 1, 2009 payment. As of September 1, 2014 your interest rate will be 5.375% for the remaining term of your loan. Your new maturity date is August 1, 2049, which may have changed from your current maturity date as a result of the modification terms. This agreement will bring the loan current; however, you are still required to pay back the entire unpaid principal by the maturity date for your loan.

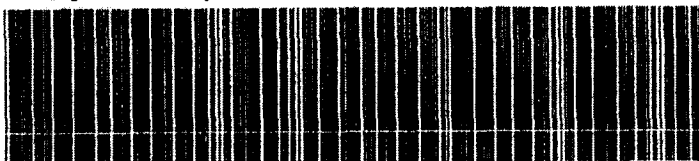
A breakdown of the scheduled interest rate changes is as follows:

Statement Due Date	Interest Rate	Principal & Interest
September 1, 2009	4.875%	\$1,977.29
September 1, 2014	5.375%	\$2,105.10

A breakdown of your payment is as follows:

P&I Payment:	\$1,977.29
Escrow:	\$295.33
Total Payment:	\$2,272.62

BAC Home Loans Servicing, LP is a subsidiary of Bank of America, N.A.



The HOPE Team
CHL Loan #: 162304785

WDGCSCOV LMS 8120 July 11, 2009

Exhibit 5

Home Loans

 Customer Service
 PO Box 5170
 Simi Valley, CA 93062-5170

Statement date 10/29/2009

Account Number 162304785

 Property address
 70 Riverside Drive

 0149104 01 AT 0.357 **AUTO T5 02288 89403-9055
 PO A4 AG 0401-----G--2-7- C0000068 IN 1 P49254

VICENTA LINCICOME
 70 Riverside Dr
 Dayton NV 89403-9055

INTEREST-ONLY LOAN
MONTHLY STATEMENT
(During the Interest-Only
Period)

IMPORTANT NOTICE

If you and BAC Home Loans Servicing, LP have entered into an agreement to address your monthly payments, please make payments in accordance with this agreement.

If you have qualified for an interest rate reduction based upon current active military service, subsequent statements may not reflect the reduced payment amount. Please refer to the notice previously sent to you for the reduced payment amount.

Your Payment Choices This Month

The amounts listed below are total payments, including amounts collected for escrow items such as taxes and insurance premiums. You can also pay additional Principal any month in any amount, by specifying "Additional Principal" in the payment coupon.

Payment Information	Total Payment Amount**	Principal/and or Interest Payment	Outstanding Late Charges	Optional Products*
Interest Only Payment ***	\$2,435.43	\$2,183.67	\$218.36	\$0.00
15-Year Amortized Payment Choice	This Payment Choice is not available this month.			
Amortized Payment Choice	This Payment Choice is not available this month.			

Please note: Amounts above may change based on payments made, received or returned before or after this statement was created.

**Outstanding late charges up to \$400.00 are reflected in the payment choice amount.

*** The Amortized & 15-year Amortized Payment Choice (Amortized Payment Choices) amounts are based on the assumption that these payments will always be received on the scheduled due date. You are not required to pay these amounts. The extra amount of Principal included with each of these alternative Amortized Payment Choices will be applied as a partial Prepayment of Principal on the date the payment is received. The interest portion of your payment will be applied as of the scheduled due date. The Amortized Payment is similar to, but not identical to the interest and Principal payment that you will be required to make after the Interest-Only Period ends. When that happens, your Interest and Principal payments will be applied to your loan as of the scheduled due date. The Amortized Payment Choices will reduce your principal balance and the amount of interest you will pay over the life of this loan. These Amortized Payment Choices are provided to you as an additional service, but by no means are you limited to these choices when it comes to the amount of partial prepayments of principal that you may select on your own.

IMPORTANT NOTE: Be sure you review any prepayment penalty provision you may have in your loan. Depending on the amount of any partial Prepayments and when you make them, you may owe a prepayment charge at the time you payoff your loan.

Your Home Loan Snapshot as of October 29, 2009

Loan type	30 Yr Conv Jumbo ARM
Principal balance	\$381,150.00
Escrow balance	-\$2,961.30
Interest rate	6.875%

Payment Due Date:	11/01/2009
Past Due Payment Amount	\$42,143.00
Fees Due	\$1,746.40
Partial Payment Balance	\$2,272.62
Late Charge if payment is received after 11/16/2009 (see next page for account activity details)	\$109.18

We may charge you a fee for any payment returned or rejected by your financial institution, subject to applicable law.

Exhibit 6

Bank of America



Home Loans
Customer Service Department, CA6-919-01-41
PO Box 5170
Simi Valley, CA 93062-5170

Notice Date: December 15, 2009

Account No.: 162304785

Vicenta Lincicome
70 Riverside Dr
Dayton, NV 89403

Property Address:
70 Riverside Drive
Dayton, NV 89403

IMPORTANT MESSAGE ABOUT YOUR LOAN

~~Bank of America Home Loans Servicing, L.P.~~ recently received an authorization request from The Law Offices of Charles T. Marshall for access to your loan information.

WHAT THIS MEANS

Our system has been documented to allow our Customer Service Representatives to discuss your loan with ~~The Law Offices of Charles T. Marshall at any time~~, unless otherwise notified.

Although we can discuss your loan information with The Law Offices of Charles T. Marshall, only the parties named in the Note are authorized to make any changes to the loan information.

THANK YOU FOR YOUR BUSINESS

You are a valued customer here at BAC Home Loans Servicing, LP. It is our continued goal to provide our customers with the highest level of customer satisfaction.

If you have any questions, please contact our Customer Service Department directly at (800) 669-6607.

BAC Home Loans Servicing, LP is a subsidiary of Bank of America, N.A.

Please write your account number on all correspondence.

3rd Pty Auth App A 5704/9926 03/24/2006

00098

Notice Date: February 23, 2010

Account No.: 162304785

Vicenta Lincicome
70 Riverside Dr
Dayton NV 89403

Property Address:
70 Riverside Drive
Dayton, NV 89403

YOUR REQUEST HAS BEEN RECEIVED

Thank you for your recent correspondence addressed to BAC Home Loans Servicing, LP.

WHAT YOU CAN EXPECT

We are in the process of obtaining the documentation and information necessary to address your questions and concerns. We will provide a more complete response within twenty (20) business days.

THANK YOU FOR YOUR BUSINESS

Please accept our sincere apology for the delay.
Thank you for the opportunity to be of assistance.

This communication is from BAC Home Loans Servicing, LP, a subsidiary of Bank of America, N.A.

Please write your account number on all correspondence. CSDEAY 2887/9927 11/26/2004

Bank of America 

Home Loans

Po Box: 5170
Simi Valley, CA 93065



0005514-0005514 LETRS 001 ----- 766503

Notice Date: March 12, 2010

Account No.: 162304785

Vicenta Lincicome
70 Riverside Dr
Dayton NV 89403

Property Address:
70 Riverside Drive
Dayton, NV 89403

YOUR REQUEST HAS BEEN RECEIVED

Thank you for your recent correspondence addressed to BAC Home Loans Servicing, LP.

WHAT YOU CAN EXPECT

We are in the process of obtaining the documentation and information necessary to address your questions and concerns. We will provide a more complete response within twenty (20) business days.

THANK YOU FOR YOUR BUSINESS

Please accept our sincere apology for the delay.
Thank you for the opportunity to be of assistance.

This communication is from BAC Home Loans Servicing, LP, a subsidiary of Bank of America, N.A.

Please write your account number on all correspondence. CSDEAY 2887/9927 11/26/2004

00100

Bank of America



4500- Amon Carter Blvd
Fort Worth, TX 76155



AT1 3-772-24035-0001338-001-1-000-000-000-000
VICENTA LINCICOME
70 RIVERSIDE DR
DAYTON NV 89403

Notice Date: October 19, 2011

Account No.: 162304785

Property Address:
70 Riverside Drive
Dayton, NV 89403

YOUR REQUEST HAS BEEN RECEIVED

Thank you for your recent inquiry about your home loan. This letter confirms Bank of America, N.A. has received your correspondence.

WHAT YOU CAN EXPECT

We are in the process of obtaining the documentation and information necessary to address your questions. We appreciate your patience as we research your request. You can expect a complete response within twenty (20) business days.

THANK YOU FOR YOUR BUSINESS

If you have any additional questions while we research your request, please call us at 1-800-669-6607, Monday-Friday 7a.m. - 7p.m. Local Time. We appreciate the opportunity to serve your home loan needs.

This communication is from Bank of America, N.A., the servicer of your home loan.

Bank of America



Home Loans

400 National Way
Sunnyvale, CA 93065



AT1 4-772-30001-0003973-004-1-000-000-000-000

VICENTA LINCICOME
70 RIVERSIDE DR
DAYTON NV 89403

CSDEAY 12606 12/16/2010

Notice Date: December 23, 2011

Account No.: 162304785

Property Address:
70 Riverside Drive
Dayton, NV 89403

YOUR REQUEST HAS BEEN RECEIVED

Thank you for your recent inquiry about your home loan. This letter confirms Bank of America, N.A. has received your correspondence.

WHAT YOU CAN EXPECT

We are in the process of obtaining the documentation and information necessary to address your questions. We appreciate your patience as we research your request. You can expect a complete response within twenty (20) business days.

THANK YOU FOR YOUR BUSINESS

If you have any additional questions while we research your request, please call us at 1-800-669-6607, Monday-Friday 7a.m. - 7p.m. Local Time. We appreciate the opportunity to serve your home loan needs.

This communication is from Bank of America, N.A., the servicer of your home loan.

Please write your account number on all correspondence.

00102

Exhibit 7

B91 (Official Form 91) (Chapter 13 Case) (12/07)

Case Number 10-51219-gwz

UNITED STATES BANKRUPTCY COURT District of Nevada**Notice of Chapter 13 Bankruptcy Case, Meeting of Creditors, & Deadlines**

The debtor(s) listed below filed a chapter 13 bankruptcy case on 4/6/10. You may be a creditor of the debtor. **This notice lists important deadlines.** You may want to consult an attorney to protect your rights. All documents filed in the case may be inspected at the bankruptcy clerk's office at the address listed below. **NOTE:** The staff of the bankruptcy clerk's office cannot give legal advice. **RENO CASES ONLY:** See www.reno13.com for specific meeting times. **Important Notice of Individual Debtors:** Debtors who are individuals must provide government-issued photo identification and proof of social security number at the meeting of creditors. Failure to do so may result in dismissal of their case.

See Reverse Side For Important Explanations

Debtor(s) (name(s) used by the debtor(s) in the last 8 years, including married, maiden, trade, and address):

A. ELLIS LINCICOME JR.
70 RIVERSIDE DRIVE
DAYTON, NV 89403

VICENTA J. LINCICOME
70 RIVERSIDE DRIVE
DAYTON, NV 89403

Case Number:

10-51219-gwz

Judge: GREGG W ZIVE

Social Security/Individual Taxpayer ID/Employer Tax ID/Other nos:

xxx-xx-2173

xxx-xx-9330

Attorney for Debtor(s) (name and address):

ROBERT G JOHNSTON

412 N DIVISION

CARSON CITY, NV 89703

Telephone number: (775) 882-6112

Bankruptcy Trustee (name and address):

WILLIAM A. VAN METER

POB 6630

RENO, NV 89513

Telephone number: (775) 324-2500

Meeting of CreditorsDate: **May 14, 2010**Time: **12:00 PM**Location: **300 Booth Street, Room 2110, Reno, NV 89509****Deadlines:**Papers must be *received* by the bankruptcy clerk's office by the following deadlines:**Deadline to File a Proof of Claim:**For all creditors (except a governmental unit): **8/12/10**For a governmental unit (except as otherwise provided in Fed. R. Bankr. P. 3002 (c)(1)): **180 days after order for relief entered****Creditor with a Foreign Address:**

A creditor to whom this notice is sent at a foreign address should read the information under "Claims" on the reverse side.

Deadline to File a Complaint to Determine Dischargeability of Certain Debts: 7/13/10**Deadline to Object to Exemptions:**Thirty (30) days after the *conclusion* of the meeting of creditors.**Pre-Confirmation Meeting**

Not Applicable

Hearing on Confirmation of PlanDate: **6/4/10**Time: **02:00 PM**Location: **300 Booth Street, Reno, NV 89509**

A written objection must be filed prior to the hearing.

Chapter 13 PlanThe Chapter 13 plan, when filed, will be mailed under separate cover and may also be viewed on the U.S. Bankruptcy Court's Pacer system at: www.nvb.uscourts.gov.**Creditors May Not Take Certain Actions:**

In most instances, the filing of the bankruptcy case automatically stays certain collection and other actions against the debtor, the debtor's property, and certain codebtors. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized. Consult a lawyer to determine your rights in this case.

Address of the Bankruptcy Clerk's Office:

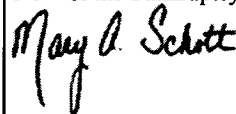
300 Booth Street

Reno, NV 89509

Telephone number: (775)784-5559

For the Court:

Clerk of the Bankruptcy Court:



Mary A. Schott

Hours Open: Monday – Friday 9:00 AM – 4:00 PM

Date: 4/7/10

EXPLANATIONS**B91 (Official Form 91) (12/07)**

Filing of Chapter 13 Bankruptcy Case	A bankruptcy case under Chapter 13 of the Bankruptcy Code (title 11, United States Code) has been filed in this court by the debtor(s) listed on the front side, and an order for relief has been entered. Chapter 13 allows an individual with regular income and debts below a specified amount to adjust debts pursuant to a plan. A plan is not effective unless confirmed by the bankruptcy court. You may object to confirmation of the plan and appear at the confirmation hearing. A copy or summary of the plan, if not enclosed, will be sent to you later, and if the confirmation hearing is not indicated on the front of this notice, you will be sent notice of the confirmation hearing. The debtor will remain in possession of the debtor's property and may continue to operate the debtor's business, if any, unless the court orders otherwise.
Legal Advice	The staff of the bankruptcy clerk's office cannot give legal advice. Consult a lawyer to determine your rights in this case.
Creditors Generally May Not Take Certain Actions	Prohibited collection actions against the debtor and certain codebtors are listed in Bankruptcy Code § 362 and § 1301. Common examples of prohibited actions include contacting the debtor by telephone, mail or otherwise to demand repayment; taking actions to collect money or obtain property from the debtor; repossessing the debtor's property; starting or continuing lawsuits or foreclosures; and garnishing or deducting from the debtor's wages. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay.
Meeting of Creditors	A meeting of creditors is scheduled for the date, time and location listed on the front side. <i>The debtor (both spouses in a joint case) must be present at the meeting to be questioned under oath by the trustee and by creditors.</i> Creditors are welcome to attend, but are not required to do so. The meeting may be continued and concluded at a later date without further notice.
Claims	A Proof of Claim is a signed statement describing a creditor's claim. If a Proof of Claim form is not included with this notice, you can obtain one at any bankruptcy clerk's office. A secured creditor retains rights in its collateral regardless of whether that creditor files a Proof of Claim. If you do not file a Proof of Claim by the "Deadline to File a Proof of Claim" listed on the front side, you might not be paid any money on your claim from other assets in the bankruptcy case. To be paid you must file a Proof of Claim even if your claim is listed in the schedules filed by the debtor. Filing a Proof of Claim submits the creditor to the jurisdiction of the bankruptcy court, with consequences a lawyer can explain. For example, a secured creditor who files a Proof of Claim may surrender important nonmonetary rights, including the right to a jury trial. Filing Deadline for a Creditor with a Foreign Address: The deadlines for filing claims set forth on the front of this notice apply to all creditors. If this notice has been mailed to a creditor at a foreign address, the creditor may file a motion requesting the court to extend the deadline.
Discharge of Debts	The debtor is seeking a discharge of most debts, which may include your debt. A discharge means that you may never try to collect the debt from the debtor. If you believe that a debt owed to you is not dischargeable under Bankruptcy Code § 523 (a)(2) or (4), you must start a lawsuit by filing a complaint in the bankruptcy clerk's office by the "Deadline to File a Complaint to Determine Dischargeability of Certain Debts" listed on the front side. The bankruptcy clerk's office must receive the complaint and any required filing fee by that deadline.
Exempt Property	The debtor is permitted by law to keep certain property as exempt. Exempt property will not be sold and distributed to creditors, even if the debtor's case is converted to chapter 7. The debtor must file a list of all property claimed as exempt. You may inspect that list at the bankruptcy clerk's office. If you believe that an exemption claimed by the debtor is not authorized by law, you may file an objection to that exemption. The bankruptcy clerk's office must receive the objection by the "Deadline to Object to Exemptions" listed on the front side.
Bankruptcy Clerk's Office	Any paper that you file in this bankruptcy case should be filed at the bankruptcy clerk's office at the address listed on the front side. You may inspect all papers filed, including the list of the debtor's property and debts and the list of property claimed as exempt, at the bankruptcy clerk's office or at www.nvb.uscourts.gov .
Creditor with a Foreign Address	Consult a lawyer familiar with United States bankruptcy law if you have any questions regarding your rights in this case.
Refer to Page 1 for Important Deadlines and Notices	

**United States Bankruptcy Court
District of Nevada**

Case No. 10-51219-gwz

Chapter 13

In re: (Name of Debtor)

A. ELLIS LINCICOME JR.

VICENTA J. LINCICOME

Hearing Date: 6/4/10

Hearing Time: 02:00 PM

NOTICE OF HEARING ON CONFIRMATION OF CHAPTER 13 PLAN

NOTICE IS HEREBY GIVEN that the debtor has filed a chapter 13 plan. A hearing on confirmation of the plan will be held before a United States Bankruptcy Judge at The C. Clifton Young Federal Building and U.S. Courthouse, 300 Booth Street, Reno, NV 89509 on 6/4/10 at the hour of 02:00 PM. A copy of said plan will be sent by separate notice.

Any objections to the plan shall be made in accordance with Fed. R. Bankr. P. 3015(f) and 9014, and Local Rule 9014. Any objection to confirmation of the plan must be filed and served prior to the confirmation hearing and if no timely objections are filed, the plan may be deemed to be filed in good faith.

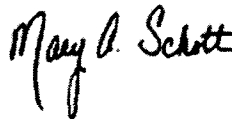
If you object to the plan, you *must* file a **WRITTEN** response with the court. You *must* also serve your written response on the debtor, debtor's attorney, the trustee and U.S. trustee.

If you do not file a written response with the court, or if you do not serve your written response on the persons named above, then:

- * The court may *refuse to allow you to speak* at the scheduled hearing; and
- * The court may *rule against you* without formally calling the matter at the hearing.

Dated: 4/7/10

BY THE COURT



Mary A. Schott
Clerk of the Bankruptcy Court

Exhibit 8

**United States Bankruptcy Court
District of Nevada**

Case No. 10-51219-gwz

Chapter 13

In re: (Name of Debtor)

A. ELLIS LINCICOME JR.
70 RIVERSIDE DRIVE
DAYTON, NV 89403

VICENTA J. LINCICOME
70 RIVERSIDE DRIVE
DAYTON, NV 89403

Social Security No.:

xxx-xx-2173

xxx-xx-9330

DISCHARGE OF DEBTOR AFTER COMPLETION OF CHAPTER 13 PLAN

The Court finds that the debtor filed a petition under Title 11, United States Code, on 4/6/10, that the debtor's plan has been confirmed, and that the debtor has fulfilled all requirements under the plan.

IT IS HEREBY ORDERED THAT:

1. Pursuant to 11 U.S.C. Section 1328(a), the debtor is discharged from all debts provided for by the Plan or disallowed under 11 U.S.C. Section 502, except any debt:

- a. provided for under 11 U.S.C. Section 1322(b)(5), and on which the last payment is due after the date on which the final payment under the Plan was due;
- b. in the nature of a domestic support obligation, as specified in 11 U.S.C. Section 523(a)(5);
- c. for a student loan or educational benefit overpayment as specified in 11 U.S.C. Section 523(a)(8);
- d. for a death or personal injury caused by the debtor's unlawful operation of a motor vehicle, vessel, or aircraft while intoxicated from using alcohol, a drug, or another substance, as specified in 11 U.S.C. Section 532(a)(9);
- e. for restitution included in a sentence on the debtor's conviction of a crime, in a case commenced on or after November 15, 1990;
- f. for a fine included in a sentence on the debtor's conviction of a crime, in a case commenced on or after October 22, 1994;
- g. for restitution, or damages, awarded in a civil action against the debtor as a result of malicious or willful injury by the debtor that caused personal injury to an individual or the death of an individual, in a case commenced on or after October 17, 2005; or
- h. for certain taxes to the extent not paid in full under the plan, in a case commenced on or after October 17, 2005.

2. Pursuant to 11 U.S.C. Section 1328(d), the debtor is not discharged from any debt based on an allowed claim filed under 11 U.S.C. Section 1305(a)(2) if prior approval by the Trustee of the debtor's incurring such debt was practicable and was not obtained.

3. Notwithstanding the provisions of Title 11, United States Code, the debtor is not discharged from any debt made nondischargeable by 18 U.S.C. Section 3613(f), by certain provisions of Titles 10, 37, 38, 42, and 50 of the United States Code, or by any other applicable provision of law.

4. All creditors are prohibited from attempting to collect any debt that has been discharged in this case.

Dated: 6/15/15

BY THE COURT



Mary A. Schott
Clerk of the Bankruptcy Court

Exhibit 9

April 24, 2015

Vicenta Lincicome
70 Riverside Drive
Dayton, NV 89403

Loan Number: 162304785

**You're on your way toward an
affordable mortgage payment.**

**To accept our offer, make your first
trial period payment or contact us by
05/08/2015.**

Dear Vicenta Lincicome:

Based on a careful review of your loan, we are offering you an opportunity to enter into a Trial Period Plan for a loan modification. This is the first step toward qualifying for more affordable mortgage payments or more manageable terms. It is important that you read this letter in its entirety so that you fully understand the actions you need to take to successfully complete the Trial Period Plan.

The proposed modification terms

If you successfully complete the Trial Period Plan by making the required payments, you will receive a modification with an interest rate of 4.125%, which will be fixed from the date the modification is effective. If we determine that the unpaid balance of your mortgage is more than 115% of the current value of your home, you will be eligible to have up to 30% of your principal balance deferred, and the deferred amount will not be subject to any interest rate charges. The deferred principal amount will be due and payable at the earlier of 1) the end of the term of the modified mortgage, 2) any sale or transfer of your interest in the property or 3) a refinance of your mortgage loan.

To stop the foreclosure process (suspension of foreclosure)

To prevent your loan from starting the foreclosure process or to suspend foreclosure if that process has already begun, you must notify us by 05/08/2015 of your intent to accept this trial offer through one of the following options:

- Contact us at 1.800.669.6650
- Sign and return the enclosed *Intent to Accept Trial Offer* form using the prepaid envelope provided
- Make your first trial payment by 05/08/2015, which is earlier than the scheduled due date described below

However, if you do not respond by 05/08/2015, we will continue with the foreclosure process, and a foreclosure sale may occur.

Please Note: If we do not receive your acceptance to this trial offer by one of the options above by 05/08/2015, we can only accept the first trial payment in certified funds to prevent foreclosure. This payment must still be made by the first payment due date and your remaining trial payments can be paid by check/money order or deducted directly from your checking account, if applicable.

Additionally, if you have a scheduled foreclosure sale date and take the required steps to accept this offer, Bank of America will make every effort to postpone the sale. However, in some cases, the court with jurisdiction over the foreclosure proceeding (if any) or public official charged with carrying out the sale or the investor on your loan may not halt the scheduled sale. **Do not ignore any foreclosure notices.**

This offer will be revoked if a foreclosure sale occurs, even if the sale occurs prior to the first trial period payment due date set forth below:

Exhibit 10

Press ENTER to Continue



Amount entered is less than the minimum allowable payment.
Payments cannot be more than \$50 below the Normal Payment
Amount. Please re-enter amount and/or Payment Type(s).

OK

Bank of America

08 01 2015

CU/CC 0336 0008259
TLR 029 FRB3210
ABA052001633

VICENTA J LINCICOME
A ELLIS LINCICOME JR.
70 RIVERSIDE DR
DAYTON, NV 89403

1088

90-78/1211

Aug. 1, 2015
DATE

PAY TO THE
ORDER OF

Bank of America

\$ 2,013.78

Two Thousand Thirteen & 78/100

DOLLARS



Carson City Office
2976 NORTH CARSON ST.
CARSON CITY, NV 89706
1-800-935-2265

BANK OF AMERICA

FOR

Loan # 162304785 Vicenta Lincicome

⑆121100782⑆ 028276287⑈ 01088

Exhibit 11

If you have questions or concerns about your statement, please contact us at 1-800-495-7166 between the hours of 9 a.m. - 9 p.m. CT Monday through Thursday, 9 a.m. - 5 p.m. CT Friday, and 10 a.m. - 4 p.m. CT Saturday.



3-775-02586-0025084-006-1-000-100-000-000

VICENTA LINCICOME
70 RIVERSIDE DR
DAYTON NV 89403-9055

Account Number 114477
Payment Due Date 09/01/2015
Amount Due **\$207,599.70**

If payment is received after 09/16/2015, \$109.18 late fee will be charged.

Property Address:
70 RIVERSIDE DR
DAYTON NV 89403

Account Information		Explanation of Amount Due	
Outstanding Principal	\$381,150.00	Principal	\$0.00
Deferred Balance	\$0.00	Interest	\$2,183.67
Current Interest Rate	6.875%	Escrow (for Taxes & Insurance)	\$230.28
Next Interest Rate Change	06/01/2017	Regular Monthly Payment	\$2,413.95
Prepayment Penalty	No	Overdue Payments	\$205,185.75
Escrow Balance	(\$20,204.11)	Total Fees Charged	\$0.00
Partial Payments are not applied to your mortgage, but instead are held in a separate unapplied account. If you pay the balance of a partial payment, the unapplied funds will then be added to your mortgage. Adverse credit reporting, late charges and property inspections may occur as a result of the delinquency.		Total Amount Due	\$207,599.70
Past Payments Breakdown			
		Paid Year to Date	
Principal	\$0.00	\$0.00	\$0.00
Interest	\$0.00	\$0.00	\$0.00
Escrow (for Taxes & Insurance)	\$0.00	\$0.00	\$0.00
Suspense (Unapplied Funds)	\$446.28	\$0.00	\$0.00
Fees	\$0.00	\$0.00	\$0.00
Total	\$446.28	\$0.00	\$0.00

Delinquency Notice	
You are late on your monthly payments. Failure to bring the account current may result in additional fees or expenses, and in certain instances, you may risk foreclosure. The amount needed to cure the delinquency is \$207,599.70. If you are unable to pay this amount, please call your account manager to explore your options.	
As of August 10, 2015, you are 2565 days delinquent on your mortgage loan.	
<ul style="list-style-type: none"> • Payment Due: 03/01/2015 Unpaid balance of \$2,413.95 • Payment Due: 04/01/2015 Unpaid balance of \$2,413.95 • Payment Due: 05/01/2015 Unpaid balance of \$2,413.95 • Payment Due: 06/01/2015 Unpaid balance of \$2,413.95 • Payment Due: 07/01/2015 Unpaid balance of \$2,413.95 • Payment Due: 08/01/2015 Unpaid balance of \$2,413.95 	
Total \$207,599.70 - You must pay this amount to bring your loan current.	
If you are experiencing financial difficulty, see back for information about home ownership counseling.	

DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT

FAY SERVICING

VICENTA LINCICOME

Account Number	Due Date	Regular Payment	Past Due	Payments Due	Other Amounts
114477	09/01/2015	\$2,413.95	\$205,185.75	85	\$0.00

FAY SERVICING

P.O. Box 3187
Carol Stream, IL 60132-3187

Amount Due	
Due By 09/01/2015:	\$207,599.70
<i>If payment is received after 09/16/2015, \$109.18 late fee will be charged.</i>	
Additional Principal	\$
Additional Escrow	\$
Total Amount Enclosed	\$

Important Information To Help Us Serve You Better

Payments Online www.fayservicing.com	
Payments via Overnight or Express Mail Fay Servicing Attn: Payment Processing 440 S. LaSalle, Suite 2000 Chicago, IL 60605 <small>Payments cannot be made in person at this location</small>	Correspondence Fay Servicing P.O. Box 809441 Chicago, IL 60680-9441
<small>Remember to include your name and account number on all payment remittances and written correspondence.</small>	

Payments by Phone

Fay Servicing's Pay-by-phone option makes it possible to make your loan payment by using your touchtone telephone. This service is available to you 24 hours a day, 7 days a week. Simply call the toll-free number below to perform real-time, confidential mortgage payment transactions. And you can call as often as you like, there's no charge for the call or transaction.

Payments Online

Fay Servicing Online Mortgage Payment, free with your online account, can save you time and money with the click of a mouse. Pay your mortgage online and skip paper checks and stamps. Set up your payment in minutes. (Return each month to make your payments, or set up automated recurring payments for convenience.)

MoneyGram Express Payment

MoneyGram ExpressPayment ensures same-day delivery of your payment to Fay Servicing. Visit your local MoneyGram Agent. Call 1-800-926-9400 to locate the one nearest you. Complete the ExpressPayment form, providing your name and Fay Servicing loan number. The Fay Servicing Receive Code is 15055. All ExpressPayment transactions require cash. The agent will charge a fee for this service. Fay Servicing does not charge a fee for this service.

Activity Since Your Last Statement (07/10/2015 - 08/10/2015)

Date	Description	Charges	Payments
08/06/15	CORP ADVANCE ADJUST	\$998.63	
08/06/15	FUNDS APPLIED		\$446.28

Qualified Written Requests must be submitted to Fay Servicing, LLC, 901 S. 2nd St., Suite 201, Springfield, Illinois 62704.

HUD-approved housing counselors are available at <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm> or by calling 1-800-569-4287.

Notice of Error or Information Request:

If you believe there has been an error with the account or you require additional information, you may send a written Notice of Error or Information Request. All Notices of Error or Information Requests must be sent in writing to the address listed below, as this is our exclusive address under Federal Law for these matters. If you send your correspondence to any other address, it may not be processed in accordance with Federal law. Please submit to Fay Servicing, LLC, 901 S.2nd St., Suite 201, Springfield, Illinois 62704-7909.

Fay Servicing is a debt collector, and information you provide to us will be used for that purpose. To the extent your original obligation was discharged, or is subject to an automatic stay under the United States Bankruptcy Code, this is being provided for informational purposes only and does not constitute an attempt to collect a debt or impose personal liability. Our office hours are Monday-Thursday 9 a.m. - 9 p.m. Friday 9 a.m. - 5 p.m., and Saturday 10 a.m. - 4 p.m. CST. Call today: 1-800-495-7166, NMLS ID#88244. NC residents: Fay Servicing, LLC, NC Permit Number 112302, 440 S. LaSalle St., Suite 2000, Chicago, IL 60605-6011.

Be sure to check box on reverse. Please print.

Account Number: _____

Borrower: _____ Co-borrower: _____

Street: _____

City/State/Zip Code: _____

Home Phone: _____ Other Phone: _____

Borrower email: _____ Co-borrower e-mail: _____

Borrower signature: _____ Co-borrower signature: _____

Exhibit 12

DOC# 544042
11/25/2015 08:47AM

Official Record

Requested By
DEFAULT SERVICES - AVENUE 365

Lyon County - NV

Dawna L. Warr - Recorder

Page: 1 of 2 Fee: \$15.00
Recorded By MFK RPTT: \$0.00



0544042

Prepared By:

PROF-2013-M4 Legal Title Trust, by U.S. Bank
National Association, as Legal Title Trustee
60 Livingston Avenue, EP-MN-WS3D, St. Paul, MN
55107, Attention: Structured Finance Services

WHEN RECORDED RETURN TO:

Avenue 365 Lender Services
401 Plymouth Rd, Ste. 550
Plymouth Meeting, PA 19462

Parcel # 29-401-17

ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED, the undersigned, **BANK OF AMERICA, N.A., S/B/M BAC HOME LOANS SERVICING, L.P. F/K/A COUNTRYWIDE HOME LOANS SERVICING, L.P.**, located at 1800 Tapo Canyon Road, Simi Valley, California 93063 ("ASSIGNOR/GRANTOR"), hereby grants, conveys, assigns to: **PROF-2013-M4 Legal Title Trust, by U.S. Bank National Association, as Legal Title Trustee**, located at 60 Livingston Avenue, EP-MN-WS3D, St. Paul, MN 55107, Attention: Structured Finance Services ("ASSIGNEE/GRANTEE") all beneficial interest under that certain **DEED OF TRUST**, dated 5/23/2007 and executed by **VICENTA LINCICOME, A MARRIED WOMAN**, borrower(s) to: **Mortgage Electronic Registration Systems, Inc.**, as nominee for **SIERRA PACIFIC MORTGAGE COMPANY, INC.**, its successors and assigns, as original lender, and certain instrument recorded 5/25/2007, in **INSTRUMENT NO. 407150**, in the Official Records of **LYON County, the State of Nevada**, given to secure a certain Promissory Note in the amount of \$381,150.00 covering property located at: **70 RIVERSIDE DRIVE, DAYTON, NEVADA 89403**.

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



544042

11/25/2015
2 of 2Dated: November 10th, 2015

ASSIGNOR: BANK OF AMERICA, N.A., S/B/M BAC HOME
LOANS SERVICING, L.P. F/K/A COUNTRYWIDE HOME
LOANS SERVICING, L.P. By: Avenue 365 Lender Services,
LLC, its attorney-in-fact*

By: 

Name: Steven Travascio

Title: Authorized Signatory

*Power of Attorney recorded in Maricopa County, Arizona as

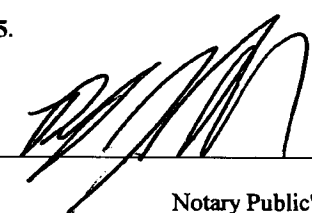
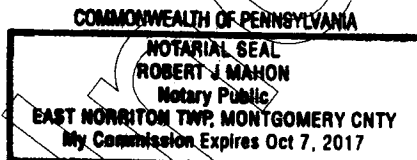
Instrument: 20150617207

State of: Pennsylvania

County of: Montgomery

Before me, Robert J. Mahon, duly commissioned Notary Public, on this day personally appeared Steven Travascio, Authorized Signatory for Avenue 365 Lender Services, LLC, attorney-in-fact BANK OF AMERICA, N.A., S/B/M BAC HOME LOANS SERVICING, L.P. F/K/A COUNTRYWIDE HOME LOANS SERVICING, L.P. known to me (or proved to me on the oath of _____ or through _____) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 10th day of November, 2015.


Notary Public's Signature

Printed Name: Robert J. Mahon

My Commission Expires: 10.07.2017

Property Address: 70 RIVERSIDE DRIVE, DAYTON, NEVADA 89403

Original Loan Amount:
\$381,150.00

Exhibit 13

Official RecordRequested By
SERVICELINK TITLE AGENCY INC.

Lyon County - NV

Dawna L. Warr - Recorder

Page: 1 of 6

Fee: \$288.00

Recorded By BKC

RPTT: \$0.00

APN: 029-401-17

WHEN RECORDED MAIL TO:

Sables, LLC

c/o Zieve Brodnax & Steele

3753 Howard Hughes Parkway, Suite 200

Las Vegas, Nevada 89169



0572258

TS No. : 16-42397

**NOTICE OF BREACH AND DEFAULT AND OF ELECTION TO
SELL THE REAL PROPERTY UNDER DEED OF TRUST**

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION, and you may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five (5) business day prior to the date set for the sale of your property pursuant to NRS 107.080. No sale date may be set until three months from the date this Notice of Default may be recorded (which date of recordation appears on this notice). This amount is \$265,572.39 as of 10/31/2017 and will increase until your account becomes current.

NOTICE IS HEREBY GIVEN THAT: SABLES, LLC, a Nevada limited liability company is either the original trustee, or the duly appointed substituted Trustee, or acting as agent for the Trustee or the Beneficiary under a under a Deed of Trust dated 5/23/2007, executed by VICENTA LINCICOME, A MARRIED WOMAN, as trustor to secure obligations in favor of Mortgage Electronic Registration Systems, Inc., as nominee for SIERRA PACIFIC MORTGAGE COMPANY, INC. its successors and assigns, as Beneficiary, recorded 5/25/2007, instrument no. 407150 The subject Deed of Trust was modified by Loan Modification Agreement recorded as Instrument 475808 and recorded on 5/4/2011 of Official Records in the office of the County recorder of Lyon, County, Nevada securing, among other obligations including

One note(s) for the Original sum of \$381,150.00, that the beneficial interest under such Deed of Trust and the obligations secured hereby are presently held by Beneficiary; that a breach of and default in the obligations for which such Deed of Trust is security has occurred or that payment has not been made of:

The monthly installment which became due on 9/1/2008, along with late charges, and all subsequent monthly installments.

You are responsible to pay all payments and charges due under the terms and conditions of the loan documents which come due subsequent to the date of this notice, including, but not limited to; foreclosure trustee fees and costs, advances and late charges.

Furthermore, as a condition to bring your account in good standing, you must provide the undersigned with written proof that you are not in default on any senior encumbrance and provide proof of insurance.



T.S. No.: 16-42397

Nothing in this Notice of Default should be construed as a waiver of any fees owing to the beneficiary under the Deed of Trust, pursuant to the terms and provisions of the loan documents.

That by reason thereof the present Beneficiary under such deed of Trust has executed and delivered to said duly appointed Trustee a written Declaration of Default and Demand for Sale and has deposited with said duly appointed Trustee such Deed of Trust and all documents evidencing obligations secured thereby and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

NOTICE

You may have the right to cure the default hereon and reinstate the one obligation secured by such Deed of Trust above described. Section NRS 107.080 permits certain defaults to be cured upon the Payment of the amounts required by that statutory section without requiring payment of that portion of principal and interest which would not be due had no default occurred. As to owner-occupied property, where reinstatement is possible, the time to reinstate may be extended to 5 days prior to the date of sale pursuant to NRS 107.080. The Trustor may have the right to bring a court action to assert the nonexistence of a default or any other defense of Trustor to acceleration and Sale.

To determine if reinstatement is possible and the amount, if any, to cure the default, contact:

PROF-2013-M4 Legal Title Trust, by U.S. Bank National Association, as Legal Title Trustee
c/o Fay Servicing, LLC
c/o SABLES, LLC, a Nevada limited liability company
3753 Howard Hughes Parkway, Suite 200
Las Vegas, NV 89169
Beneficiary Phone: 800-495-7166
Trustee Phone: (702) 664-1774

To reach a person with authority to negotiate a loan modification on behalf of the lender:

Lauren Jowers
800-495-7166

Property Address: **70 RIVERSIDE DRIVE, DAYTON, Nevada 89403**

If you have any questions, you should contact a lawyer or the governmental agency that may have insured your loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure.

REMEMBER, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.

Attached hereto and incorporated herein by reference is the Affidavit of Authority in Support of Notice of Default and Election to Sell pursuant to NRS 107.080.



572258

11/03/2017
3 of 6**T.S. No.: 16-42397**

You may wish to consult a credit counseling agency to assist you. The Department of Housing and Urban Development (HUD) can provide you with names and addresses of local HUD approved counseling agency by calling their approved Local Housing Counseling Agency toll free number: (800) 569-4287 or you can go to HUD's website: <http://portal.hud.gov>.

Dated: 11/1/2017

SABLES, LLC, a Nevada limited liability company, as Trustee
Sables, LLC
c/o Zieve Brodnax & Steele
3753 Howard Hughes Parkway, Suite 200
Las Vegas, Nevada 89169
(702) 948-8565



Michael Busby, Trustee Sale Officer

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

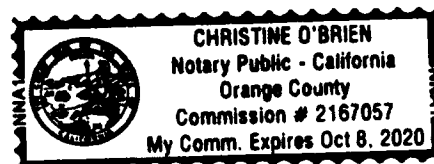
On 11/1/2017, before me, Christine O'Brien, personally appeared Michael Busby who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), 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 of Notary



**Affidavit of Authority**

(Nevada Revised Statute §107.080 as amended effective June 1, 2013)

Re: TS# 16-42397
Borrower Name: VICENTALINCICOME
Property Address: 70 RIVERSIDE DRIVE
DAYTON, Nevada 89403

I, Veronica Talley, am the Foreclosure Specialist of Fay Servicing, LLC, the current servicer for the beneficiary of the deed of trust described in the notice of default and election to sell to which this affidavit is attached ("Deed of Trust"). The following facts are based upon my personal review of documents that are of public record in the State of Nevada and personal knowledge acquired by my personal review of the business records of the beneficiary, which are within my custody and control. The business records of the beneficiary contain entries made in the ordinary course of business at or about the time the events reflected therein occurred.

1(a). The full name and business address of the current trustee of record for the Deed of Trust is Sables LLC, a Nevada Limited Liability Company, 3753 Howard Hughes Parkway, Suite 200, Las Vegas, Nevada 89169

1(b). The full name and business address of the current holder of the Note secured by the Deed of Trust is PROF-2013-M4 Legal Title Trust, by U.S. Bank National Association, as Legal Title Trustee 60 Livingston Ave EP-MN-WS3D St. Paul MN 55107, Attn: Structured Finance Services – PROF

1(c). The full name and business address of the current beneficiary for the obligation or debt secured by the Deed of Trust is PROF-2013-M4 Legal Title Trust, by U.S. Bank National Association, as Legal Title Trustee 60 Livingston Ave EP-MN-WS3D St. Paul MN 55107, Attn: Structured Finance Services – PROF

1(d). The full name and business address of the current servicer for the obligation secured by the Deed of Trust is Fay Servicing, LLC, 440 S. LaSalle St., Suite 2000, Chicago, IL 60605

2. From my review of the documents of public record and the business records of the current beneficiary and a title guaranty or title insurance issued by a title insurer or title agent authorized to do business in this State pursuant to Chapter 692A of the NRS, the name of each assignee and each recorded assignment of the Deed of Trust.

2(a). Assignee Name: PROF-2013-M4 Legal Title Trust, by U.S. Bank National Association, as Legal Title Trustee
Instrument and Recording Information: Assignment of Deed of Trust recorded on 11/25/2016 Instrument No. 544042

2(b). Assignee Name: Bank of America, N.A. Successor by Merger to BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing, LP
Instrument and Recording Information: Corporation Assignment of Deed of Trust recorded on 08/15/2011 Instrument No. 480360

2(c). Assignee Name: Bank of America, N.A. Successor by Merger to BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing, LP
Instrument and Recording Information: Assignment of Mortgage recorded on 11/10/2010 Instrument No 467719

3. The current beneficiary under the Deed of Trust, the successor in interest of the beneficiary or the trustee is in actual or constructive possession of the note secured by the Deed of Trust.

4. From my review of the documents of public record and the business records of the current beneficiary, the current trustee has authority to exercise the power of sale with respect to the property



encumbered by the Deed of Trust, pursuant to instruction from the current beneficiary of record and current holder of the note secured by the Deed of Trust.

5. From my review of the documents of public record and the business records of the current beneficiary, the beneficiary, servicer of the obligation, or an attorney of the beneficiary or servicer has sent to VICENTA LINCICOME, a written statement of: (I) the amount of payment required to make good the deficiency in performance of payment, avoid the exercise of the power of sale and reinstate the terms and conditions of the underlying obligation or debt existing before the deficiency in performance or payment, as of the date of the statement; (II) the amount in default; (III) the principal amount of the obligation or debt secured by the deed of trust; (IV) the amount of accrued interest and late charges; (V) a good faith estimate of all fees imposed in connection with the power of sale; and (VI) contact information for obtaining the most current amounts due and the local or toll-free telephone number that VICENTA LINCICOME may call to receive the most current amounts due and a recitation of the information in this affidavit.

6. The borrower or obligor of the loan secured by the Deed of Trust may call Fay Servicing, LLC at 800-495-7166 to receive the most current amounts due and a recitation of the information contained in this Affidavit.

I declare under penalty of perjury of the laws of the State of Nevada that the foregoing is true and correct and that this Affidavit was executed on October 5, 2016.

By: **Fay Servicing, LLC , its attorney in fact**

Veronica Talley

(Print Name)

(Signature)

Foreclosure Specialist IV

(Title)

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 Texas

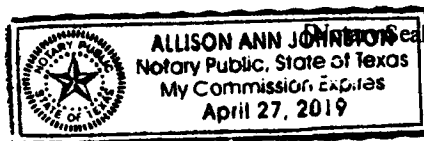
County of Denton

On October 5th 2016 before me, Allison Ann Schuster, Notary Public, personally appeared, Veronica Talley, 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 that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature





572258

11/03/2017
6 of 6

Declaration of Mortgage Servicer Pursuant to NR 107.510

T.S. Number: 16-42397
Borrower(s): VICENTA LINCICOME
Mortgage Servicer: Fay Servicing, LLC
Property Address: 70 RIVERSIDE DRIVE
DAYTON, Nevada 89403

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

1. ☒ The mortgage servicer has contacted the borrower pursuant to NRS 107.510 (2), to "assess the borrower's financial situation and to explore options for the borrower to avoid a foreclosure sale". Thirty (30) days, or more, have passed since the initial contact was made.
2. ☐ The mortgage servicer has exercised due diligence to contact the borrower pursuant to NRS 107.510 (5), to "assess the borrower's financial situation and explore options for the borrower to avoid foreclosure". Thirty (30) days, or more, have passed since these due diligence efforts were satisfied.
3. ☐ No contact was required by the mortgage servicer because the individual(s) did not meet the definition of "borrower" pursuant to NRS 107.410.
4. ☐ During the preceding annual reporting period, the Lender has foreclosed on 100 or fewer real properties located in this state and therefore, pursuant to NRS 107.460, the provisions of NRS 107.400 to 107.560, inclusive, do not apply.
5. ☐ The loan is not a "residential mortgage loan" as defined in NRS 107.450.

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

Dated: 4-5-2016

By: 

FILED

2018 NOV -7 PM 4:55

TANIA S. LEE
COURT ADMINISTRATOR
THIRD JUDICIAL DISTRICT

Case No: 18-CV-01332

Dept.: II

The undersigned affirms that this document does not
contain personal information, pursuant to NRS 603A.040

Victoria Tovar

IN THE THIRD JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF LYON

* * * * *

ALBERT ELLIS LINCICOME, JR., and)
VICENTA LINCICOME,)
)
Plaintiffs,)
)
v.)
)
SABLES, LLC, a Nevada limited liability)
company, as Trustee of the Deed of Trust)
given by Vicenta Lincicome and dated)
5/23/2007; FAY SERVICING, LLC, a)
Delaware limited liability company and)
subsidiary of Fay Financial, LLC; PROF-)
2013-M4 LEGAL TITLE TRUST by U.S.)
BANK, N.A., as Legal Title Trustee; for)
BANK OF AMERICA, N.A.; and DOES 1-50.)
)
Defendants.)

**NOTICE OF LIS PENDENS
APN 29-401-17**

NOTICE IS HEREBY GIVEN that an action has been commenced in the Third Judicial District Court for Lyon County, Nevada, by Plaintiffs, ALBERT ELLIS LINCICOME, JR., and VICENTA LINCICOME, and against Defendants SABLES, LLC, FAY SERVICING, LLC, and PROF-2013-M4 LEGAL TITLE TRUST, by U.S. BANK NATIONAL ASSOCIATION, as Legal Title Trustee, and BANK OF AMERICA, N.A.

This Complaint involves claims for relief for Injunctive Relief, Breach of Contract, Breach of Duty to Act in Good Faith and Fair Dealing, Declaratory Relief and Special Damages for Attorney's Fees in favor of Plaintiffs as related to the following parcel of real



1 property commonly known as 70 Riverside Drive, Dayton, Nevada 89403, more property
2 described as:

3 All that certain real property situate in the County of Lyon, State of
4 Nevada, described as follows:

5 Lot 42 as shown on the official map of GOLD CANYON ESTATES,
6 PHASE 2, filed in the office of the Lyon County, Nevada, Recorder, on
7 October 20, 2005, as Document No. 365687.

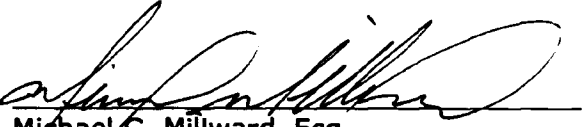
8 EXCEPTING THEREFROM all that portion thereof, lying below the
9 natural ordinary high water line of the Carson River

10 **AFFIRMATION**

11 The undersigned hereby affirms pursuant to NRS 239B.03 that the foregoing does not
12 contain the social security number of any person or other personal information as defined by
13 NRS 603A.040.

14 Dated this 7th day of November, 2018.

15 **MILLWARD LAW, LTD**

16 By: 
17 Michael G. Millward, Esq.
18 NSB# 11212
19 1591 Mono Ave
20 Minden, NV 89423
21 (775) 600-2776
22 Attorney for Plaintiffs

23 **MILLWARD LAW, LTD**
24 1591 Mono Ave, Minden NV 89423
25 (775) 600-2776
26
27
28



FILED

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Case No: 18-CV-01332

Dept.: II

TANYA SCOTT
COURT ADMINISTRATOR
THIRD JUDICIAL DISTRICT

The undersigned affirms that this document does not
contain personal information, pursuant to NRS 603A.040

Victoria Tovar

IN THE THIRD JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF LYON

* * * * *

ALBERT ELLIS LINCICOME, JR., and)
VICENTA LINCICOME,)
Plaintiffs,)

v.)

AFFIDAVIT OF COUNSEL

SABLES, LLC, a Nevada limited liability)
company, as Trustee of the Deed of Trust)
given by Vicenta Lincicome and dated)
5/23/2007; FAY SERVICING, LLC, a)
Delaware limited liability company and)
subsidiary of Fay Financial, LLC; PROF-)
2013-M4 LEGAL TITLE TRUST by U.S.)
BANK, N.A., as Legal Title Trustee; for)
BANK OF AMERICA, N.A.; and DOES 1-50.)

Defendants.

I, Michael G. Millward, Esq., hereby swear under penalty of perjury as follows:

1. That I caused service of the *Complaint and Application for Ex Parte Restraining Order, Preliminary Injunction and Permanent Injunction* with a proposed Order on the same to be made on November 7, 2018, sent by way of facsimile transmission and/or email, to the following persons at the addresses set forth below:

SABLES, LLC
c/o Shadd A. Wade, Esq.
Zieve, Brodnax & Steel
Email: Swade@zbslaw.com
Fax No. 702-446-9898

FAY SERVICING, LLC
c/o Registered Agent Solutions, Inc.
Email: sprewitt@rasi.cm
Fax No. 888-717-7274

AFFIDAVIT OF COUNSEL

PAGE 1 OF 2

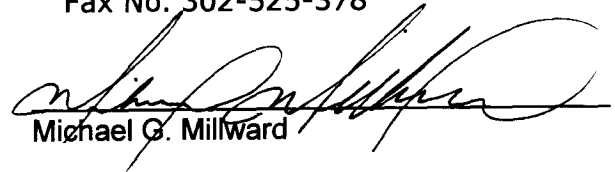
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MILLWARD LAW, LTD
1591 Mono Ave, Minden NV 89423
(775) 600-2776



1 US BANK
2 PROF-2013-M4 LEGAL TITLE TRUST
3 Fax No. 651-466-7430

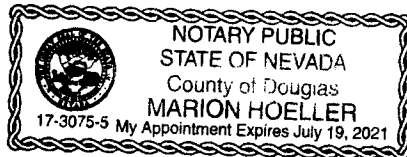
BANK OF AMERICA
Legal Order Processing Dept.
Fax No. 302-525-378

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Michael G. Millward

State of Nevada)
Douglas County)

This instrument was signed and sworn to before me on November 7, 2018, by Michael G. Millward.


Notary Public



FILED

2016 NOV -7 PM 4:54

Case No: 18-CV-01332

Dept.: II

TANYA SERRANO
CLERK ADMIN. STAFF
THIRD JUDICIAL DISTRICT

The undersigned affirms that this document does not
contain personal information, pursuant to NRS 603A.040

Victoria Tovar

IN THE THIRD JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF LYON

* * * * *

ALBERT ELLIS LINCICOME, JR. and)
VICENTA LINCICOME,)
Plaintiffs,)
v.)
SABLES, LLC, a Nevada limited liability)
company, as Trustee of the Deed of Trust)
given by Vicenta Lincicome and dated)
5/23/2007; FAY SERVICING, LLC, a)
Delaware limited liability company and)
subsidiary of Fay Financial, LLC; PROF-)
2013-M4 LEGAL TITLE TRUST by U.S.)
BANK, N.A., as Legal Title Trustee; for)
BANK OF AMERICA, N.A.; and DOES 1-50.)
Defendants.)

**APPLICATION FOR EX PARTE
RESTRAINING ORDER, PRELIMINARY
INJUNCTION AND PERMANENT
INJUNCTION**

COME NOW, Plaintiffs, Albert Ellis Lincicome, Jr., and Vicenta Lincicome, by and through their attorney, Michael G. Millward, Esq., of Millward Law, Ltd., and hereby file their Application to the Court for the entry of a Temporary Restraining Order seeking to prohibit Defendants, SABLES, LLC, FAY SERVICING, LLC, and PROF-2013-M4 LEGAL TITLE TRUST, by U.S. BANK NATIONAL ASSOCIATION, as Legal Title Trustee from foreclosing upon the real property located at 70 Riverside Drive, Dayton, Lyon County, Nevada, Assessor Parcel Number 29-401-17, (hereinafter referred to as "the Property" or "Lincicomes' Property").

This application is based upon the Memorandum of Points and Authorities submitted herewith, the Affidavit of Vicenta Lincicome attached hereto, the Affidavit of Albert Ellis



1 Lincicome, Jr., attached hereto, as well as all papers and pleadings on file in this matter,
2 including the Verified Complaint which was filed in conjunction with this application and is
3 incorporated herein by this reference.

4 **MEMORANDUM OF POINTS AND AUTHORITIES**

5 **I. INTRODUCTION**

6 This Ex Parte Application for Temporary Restraining Order, Preliminary Injunction, and
7 Injunction (hereinafter "Application") is made to prevent the foreclosure of the Plaintiffs'
8 Property on November 9, 2018, at 11:00 AM. A copy of the Notice of Trustee's Sale is
9 attached as **Exhibit 1**.

10 The basis for the Application is to prevent irreparable harm to Vicenta Lincicome and
11 Albert Ellis Lincicome, Jr., (hereinafter collectively referred to as "the Lincicomes") and to
12 protect them from material violations of the Homeowner's Bill of Rights. Relatedly, the
13 Lincicomes seek to prevent the foreclosure of their property to preserve their home and
14 rectify or resolve material breaches of contract by Bank of America, N.A., and BAC Home
15 Loans Servicing, LP (together hereinafter referred to as "Bank of America"), concerning the
16 Lincicomes' mortgage loan.

17 Bank of America has previously rejected all payments attempted to be made by the
18 Lincicomes under a 2009 Loan Modification Agreement, which Plaintiff Vicenta Lincicome
19 (hereinafter individually referred to as "Vicenta") had accepted and signed and Bank of
20 America later signed and recorded.

21 Beyond the rejected payments, which caused Plaintiffs' arrearage to accrue, Bank of
22 America failed to modify the loan terms as provided in the 2009 Loan Modification
23 Agreement. The evidence provided herein establishes that the statements from Bank of
24 America and Fay Servicing, LLC, the current servicer, from September 2009 to present
25 reflect an incorrect interest rate, an incorrect accrued balance owed, an incorrect unpaid
26 principal balance, and an incorrect last monthly installment due.

27 Even though the current Trustee, Sables, LLC (hereinafter "Sables"), admits in the
28 Notice of Default that "[t]he subject Deed of Trust was modified by the Loan Modification

1 Agreement," the Notice of Default contains the incorrect date the last monthly installment
2 became due under the agreement, as well as an incorrect reinstatement amount.

3 All the Lincicomes ever wanted was to modify their home loan and make the payment
4 of their mortgage. Since September of 2009, even though they have put up with Bank of
5 America's rejection of their loan payments, they have diligently traveled down every avenue
6 recommended to them to resolve the mortgage problem.

7 Permitting foreclosure to continue and allowing the Defendants to sell the Lincicomes'
8 home would not only cause irreparable harm to them, but would also permit Defendants to
9 violate Nevada law on top of successfully disregarding and breaching their own contractual
10 and fiduciary duties.

11 Accordingly, for these and the other reasons provided herein, the Lincicomes pray and
12 respectfully request that this honorable Court will issue a temporary restraining order and
13 preliminary injunction to protect the Lincicomes' home and property from foreclosure, and
14 require Defendants to rectify their violations of the Homeowner's Bill of Rights, including the
15 resolution of contractual breaches of the Lincicomes' mortgage loan agreement.

16 **II. STATEMENT OF RELEVANT FACTS**

17 In May of 2007, the Lincicomes purchased a home located at 70 Riverside Drive,
18 Dayton, Nevada 89403. In order to qualify for the purchase, Sierra Pacific requested that
19 Plaintiff Albert Ellis Lincicome, Jr., (hereinafter individually referred to as "Ellis") make a
20 withdrawal of \$80,000 from his 401K retirement plan to be contributed as part of the down
21 payment of the home purchase.

22 On May 23, 2007, Vicenta executed a Promissory Note in favor of Sierra Pacific, and
23 also a Deed of Trust in favor of Mortgage Electronic Registration Systems, Inc. (hereinafter
24 referred to as "MERS"), as the nominee for Sierra Pacific to secure the mortgage loan. The
25 mortgage loan was an interest only loan. A copy of the May 23, 2007 Deed of Trust and
26 Promissory Note are attached as **Exhibit 2**.

27 In or about March of 2008, the Lincicomes learned that they had incurred a tax bill of
28 nearly \$20,000 for having taken the \$80,000 distribution from Ellis's 401k, and as a result of

1 the additional tax burden as well as other debts and liabilities, the Lincicomes were unable to
2 make their June 1, 2008, mortgage payment.

3 After receiving Notice of Default, the Lincicomes began the process of applying for a
4 mortgage workout with Bank of America and on July 11, 2009, Bank of America sent Vicenta
5 a Loan Modification Agreement (hereinafter "LMA") which provided that the first payment of
6 \$2,272.62 was to be made September 1, 2009. A copy of the LMA is attached hereto as
7 **Exhibit 3.**

8 The LMA extended the maturity date to August 1, 2049, and, as of August 1, 2009,
9 the interest rate applicable to their loan would be reduced from the current rate of 6.875%
10 to 4.875%. The LMA provided that on September 1, 2014, the interest rate would increase
11 to 5.375%. Under the Agreement all arrears were to be capitalized as of September 1,
12 2009. A copy of the "Important Message About Your Loan" notice is attached as **Exhibit 4.**

13 On July 31, 2009, Vicenta signed the LMA and sent it to Bank of America by Federal
14 Express in the reusable Fed-Ex envelope that was provided with the loan modification
15 package.

16 On September 1, 2009, the Lincicomes travelled to the Bank of America branch
17 located in Carson City to make their first payment under the LMA. The banker assisting the
18 Lincicomes was a young woman named Crystal. After searching for information concerning
19 the Lincicomes' loan, Crystal could not find any record of the LMA in the system. The
20 payment was accepted to be credited against the Lincicomes' loan once the LMA was entered
21 into Bank of America's system. Crystal told the Lincicomes to contact Bank of America
22 customer service and request a coupon book that would reference the modified loan.

23 On or about September 1, 2009, Vicenta contacted Bank of America Customer Service
24 and she was told to go to the Customer Assistance Center on Rose Drive in Reno. The
25 Lincicomes were assisted by Manager Barbara Keady. The Lincicomes showed Ms. Keady a
26 signed copy of the LMA. Thereafter, Ms. Keady informed the Lincicomes that she would have
27 Bank of America investigate the status of the LMA.

28 //

1 On or about October 1, 2009, Vicenta travelled to the Carson City Bank of America
2 branch to make the second payment on the LMA. This time the banker, a middle-aged
3 woman, refused the payment and indicated that there was no record of the existence of the
4 LMA in Bank of America's computer system and would not accept the payment.

5 On October 29, 2009, Bank of America sent Vicenta a statement contradicting the
6 terms of the LMA. A copy of the October 29, 2009 statement is attached as **Exhibit 5**. The
7 October 29, 2009 statement incorrectly reported the following:

- 8 1. That the loan is subject to an interest rate of 6.875% instead of 4.875% as
9 provided in the LMA (Ex. 2);
- 10 2. That the total payment amount is \$2,435.43 instead of a payment of \$2,272.62
11 under the LMA (Ex. 3);
- 12 3. That the principal balance owed is \$381,150.00 instead of \$417,196.58 as
13 provided in the LMA (Ex. 2); and
- 14 4. That the last payment of \$2,272.62, which was made September 1, 2009, was
15 only a partial payment instead of the payment amount stated due under the LMA.
16 (Ex. 3).

17 From October 1, 2009, to December of 2011, the Lincicomes continued to contact
18 Bank of America by phone to check on the status of the LMA so that they could begin making
19 payments. Each time, Bank of America informed the Lincicomes that the matter was being
20 investigated.

21 During a phone call with Bank of America that occurred on March 12, 2010, the
22 customer service agent encouraged Vicenta to seek help from the Department of Housing
23 and Urban Development's (hereinafter "HUD") Financial Guidance Center.

24 In April, the Lincicomes met with HUD Counselor Lucy Powell, who assisted the
25 Lincicomes with the design of an action plan, which included the filing of a Chapter 13
26 Bankruptcy petition to cure the arrearage with Bank of America that would have accrued
27 since the LMA was signed, and to force Bank of America to find and recognize the LMA.

28 //

1 The Lincicomes filed a petition for Chapter 13 Bankruptcy protection before the United
2 States Bankruptcy Court, District of Nevada, on April 6, 2010, under Case No. 10-51219,
3 therein listing Bank of America as a secured creditor.

4 Unfortunately, Ms. Powell's plan did not work. Bank of America did not file a claim or
5 appear in the Lincicomes' bankruptcy case prior to the Bankruptcy Court's confirmation of
6 the Lincicomes' Chapter 13 Plan.

7 On May 4, 2011, unbeknownst to the Lincicomes at the time, Bank of America
8 recorded a fully executed copy of the July 11, 2009 LMA with the office of the Lyon County
9 Recorder, as Document No. 475808. Ex. 1. The Lincicomes remained unaware of the fact
10 that the LMA had been found and executed until 2017.

11 On November 26, 2014, Bank of America appeared in the Lincicomes' Bankruptcy and
12 filed a *Motion for Relief of Stay* seeking relief from the automatic stay, pursuant to 11 U.S.C.
13 § 362, and claiming accrued interest of \$170,972.39, and costs of \$17,384.92. The Motion
14 provided credit for the Lincicomes' September 1, 2009, payment of \$2,272.62, but the filing
15 did not inform or provide the Bankruptcy Court with a copy of the LMA. Bank of America's
16 November 26, 2014, *Motion for Relief of Stay* is attached as **Exhibit 6**.

17 On June 15, 2015, the Bankruptcy Court Clerk granted the Lincicomes a discharge of
18 all of their scheduled debts. A copy of the June 15, 2015, Discharge Order is attached as
19 **Exhibit 7**. Prior to discharge, but after the Court had entered an order granting Bank of
20 America's *Motion for Relief of Stay*, the Lincicomes again applied for a loan modification with
21 Bank of America.

22 On or about April 24, 2015, Bank of America accepted the loan modification
23 application and required the Lincicomes to complete three-month trial modification payments
24 before they could move forward with modifying their mortgage loan. A copy of April 24,
25 2015 loan modification notice is attached as **Exhibit 8**.

26 The April 24, 2015 loan modification notice provided that upon completion of the trial
27 payments, the mortgage would be extended to May 1, 2055, that the interest rate would be
28 reduced to 4.125%. Ex. 8. The modification also provided that if it was determined that the

1 unpaid balance of the Lincicomes' mortgage exceeded 115% of the current value of their
2 home, they would be eligible to have up to 30% of their principal balance deferred and not
3 be subject to interest. Ex. 8.

4 The Lincicomes made the first two payments timely. However, on August 1, 2015,
5 while attempting to make the third trial payment, Bank of America informed them that their
6 loan had been transferred to Fay Servicing. A copy of the check which the Lincicomes
7 attempted to tender on August 1, 2015, payable to Bank of America, is attached hereto as
8 **Exhibit 9.**

9 The Lincicomes called Fay Servicing that same day, August 1, 2015, to make payment
10 and spoke with account manager Rosalind Jackson. Ms. Jackson informed them that Fay
11 Servicing does not honor Bank of America trial modifications, and would not accept a
12 payment form the Lincicomes.

13 The Lincicomes were devastated when neither Bank of America nor Fay Servicing
14 would accept their payment, and they were very disturbed that Fay Servicing would not
15 honor Bank of America's April 24, 2015 loan modification offer.

16 On August 10, 2015, Fay Servicing generated a Mortgage Statement which does not
17 reflect the terms of the LMA. A copy of the August 10, 2015 statement is attached hereto as
18 **Exhibit 10.** The statement incorrectly reflects the following:

- 19 1. That the loan is subject to an interest rate of 6.875% instead of 4.875% as
20 provided in the LMA (Ex. 2);
 - 21 2. That the total payment amount is \$2,413.95 instead of a payment of \$2,272.62
22 under the LMA (Ex. 3);
 - 23 3. That the principal balance owed is \$381,150.00 instead of \$417,196.58 as
24 provided in the LMA (Ex. 2); and
 - 25 4. That 85 payments remain due, rather than 73 had the terms of the LMA been
26 applied. (See Ex. 3).
- 27
28

1 On November 10, 2015, Bank of America assigned its interest in the Deed of Trust to
2 PROF-2013-M4 Legal Title Trust, by U.S. Bank National Association, as Legal Title Trustee
3 (hereinafter "US Bank").

4 In 2016, the Lincicomes applied for the Home Affordable Modification Program (HAMP)
5 modification through Fay Servicing. Fay Servicing informed the Lincicomes that they only
6 qualified for a Home Affordable Foreclosure Alternatives (HAFA) Short Sale. The Lincicomes
7 appealed Fay Servicing's denial of their qualification for HAMP.

8 On September 7, 2016, Fay Servicing sent the Lincicomes a response to their appeal
9 of their denial therein indicating that the Lincicomes did not have sufficient income to qualify
10 for a modification, and also that they were not qualified for the HAMP Unemployment
11 Program (HAMP UP) "because the property is not your primary residence." Fay Servicing's
12 reason for denial of HAMP UP was absurd and false. The Lincicomes have continuously used
13 and claimed their home located at 70 Riverside Drive, Dayton, Nevada, as their residence
14 since their purchase of the Property in 2007.

15 After being denied, the Lincicomes reached out to Senator Harry Reid's office for help,
16 and thereafter, Fay Servicing offered the Lincicomes a trial modification at \$2,528.86 per
17 month. After completion of the three trial payments, Fay Servicing sent the Lincicomes the
18 final modification agreement.

19 Upon reading the agreement, the Lincicomes realized that they could not accept the
20 modification because it would leave them in a terrible financial position, and would likely
21 result in a default.

22 On November 3, 2017, Sables, LLC, as Trustee under the Deed of Trust, recorded its
23 *Notice of Breach and Default and of Election to Sell the Real Property under Deed of Trust*
24 (hereinafter "NOD"). A copy of the NOD is attached hereto as **Exhibit 11**.

25 The NOD provides that as of October 31, 2017, \$265,572.39 is owed in arrears.
26 Even though the NOD acknowledges that the "subject Deed of Trust was modified by Loan
27 Modification Agreement recorded as Instrument 475808 . . . on 5/4/2011," it provides that
28

1 all monthly installments from "9/1/2008" forward are due instead of 9/1/2009 as provided in
2 the Loan Modification Agreement. Ex. 11.

3 The NOD also misstates the date of the recording of the November 25, 2015,
4 Assignment from Bank of America to US Bank as having been recorded "November 25,
5 2016." Ex. 11.

6 The NOD includes an Affidavit of Authority signed on October 5, 2016, by Veronica
7 Talley, as a "Foreclosure Specialist IV" (hereinafter "Talley Affidavit") stating that Fay
8 Servicing has complied with the requirements of NRS 107.080. Ex. 11, pp.4-5.

9 The Talley Affidavit could not possibly be accurate as of the date of the NOD,
10 November 3, 2017, when it was signed nearly 13 months prior to the recording of the NOD.

11 The NOD also includes a Declaration of the Mortgage Service signed on April 5, 2016.
12 Ex. 11, p.6. The signature on the Declaration is not legible, and no information is provided
13 as to the authority of the person signing to act on behalf of the servicer. *Id.*

14 The Declaration provides that pursuant to NRS 107.510(2) Fay Servicing, LLC,
15 contacted the borrower by phone to assess the borrower's financial situation and to explore
16 options for the borrower to avoid a foreclosure sale. *Id.* The Declaration was signed and
17 dated nearly 19 months prior to the recording of the NOD to which it is attached. *Id.*

18 On October 12, 2018, Defendant Sables recorded its *Notice of Trustee's Sale* with the
19 Lyon County Recorder as Document No. 587470, providing that the Property will be sold by
20 public auction on November 9, 2018, at 11:00 AM, at the Lyon County Court House on 31 S.
21 Main Street, Yerington, Nevada 89447. Ex. 1.

22 **III. ARGUMENT AND APPLICABLE LAW**

23 This Application seeks a Temporary Restraining Order pursuant to Nevada Rule of Civil
24 Procedure 65 to prevent the foreclosure on November 9, 2018. Plaintiffs also seek the
25 issuance of a preliminary injunction pursuant to NRS 33.010 and an injunction pursuant to
26 NRS 107.560 in order to enjoin Defendants Sable LLC, Fay Servicing, and US Bank from
27 foreclosing on the Property and prevent irreparable harm to the Lincicomes and additional
28 violation of the Homeowner's Bill of Rights codified as NRS 107.400 to NRS 107.560.

1 The Lincicomes also request the Temporary Restraining Order be in effect until the
2 Court sets the matter for a Preliminary Injunction hearing. Plaintiffs request that the Court
3 waive the requirement for a surety bond in this matter, because they are able to establish
4 that they are entitled to injunctive relief pursuant to NRS 107.560 as set forth herein below.

5 The Lincicomes further request the Court set the matter for a Preliminary Injunction
6 hearing after issuing a Temporary Restraining Order at the Court's earliest convenience.

7 **A. The Homeowner's Bill of Rights Requires that Defendants be Enjoined**
8 **from Foreclosing on Plaintiffs' Property.**

9 The Court should enjoin Defendants Sables, US Bank, and Fay Servicing from
10 foreclosing upon Plaintiffs' Property until it has corrected the Notice of Default recorded
11 November 3, 2017, to the satisfaction of the Court.

12 NRS 107.560 provides that an injunction may be entered when there is a material
13 violation of NRS 107.400 to NRS 107.560 in pertinent part as follows:

14 1. If a trustee's deed upon sale has not been recorded, a
15 borrower may bring an action for injunctive relief to enjoin a
16 material violation of NRS 107.400 to 107.560, inclusive. If a sheriff
17 has not recorded the certificate of the sale of the property, a
18 borrower may obtain an injunction to enjoin a material violation of
19 NRS 107.400 to 107.560, inclusive. An injunction issued pursuant
20 to this subsection remains in place and any foreclosure sale must
21 be enjoined until the court determines that the mortgage servicer,
22 mortgagee, beneficiary of the deed of trust or an authorized agent
23 of such a person has corrected and remedied the violation giving
24 rise to the action for injunctive relief. An enjoined person may
25 move to dissolve an injunction based on a showing that the
26 material violation has been corrected and remedied.

27 . . .

28 6. A court may award a prevailing borrower costs and reasonable
attorney's fees in an action brought pursuant to this section.

7. The rights, remedies and procedures provided by this section
are in addition to and independent of any other rights, remedies or
procedures provided by law.

Here, Defendants Sables, Fay Servicing, and US Bank have materially violated NRS
107.500(1).

//

//

1 NRS 107.500(1) provides as follows in pertinent part:

2 1. At least 30 calendar days before recording a notice of default
3 and election to sell pursuant to subsection 2 of NRS 107.080 . . .
4 and at least 30 calendar days after the borrower's default, the
5 mortgage servicer, mortgagee or beneficiary of the deed of trust
6 **shall mail, by first-class mail, a notice addressed to the**
7 **borrower** at the borrower's primary address as indicated in the
8 records of the mortgage servicer, mortgagee or beneficiary of the
9 deed of trust, which contains:

10 . . .
11 (b) A summary of the borrower's account which sets forth:

12 (1) The **total amount of payment necessary to cure the**
13 **default and reinstate the residential mortgage loan** or to
14 bring the residential mortgage loan into current status;

15 (2) The amount of the principal obligation under the
16 residential mortgage loan;

17 (3) The **date through which the borrower's obligation**
18 **under the residential mortgage loan is paid;**

19 (4) The **date of the last payment by the borrower;**

20 (5) The **current interest rate** in effect for the residential
21 mortgage loan, if the rate is effective for at least 30 calendar days;

22 . . .

23 Fay Servicing has not provided a notice that satisfies NRS 107.500(1). The
24 Lincicomes have searched their files and records and were not ever provided a notice at least
25 30 days prior to the Notice of Default that accurately complies with the requirements of NRS
26 107.500(1)(b)(1). See the Affidavits of Vicenta Lincicome is attached hereto as **Exhibit 12**
27 and the Affidavit of Ellis Lincicome attached hereto as **Exhibit 13**.

28 The Notice of Default, and all prior statements given by Fay Servicing do not
accurately reflect the payment amount, interest rate, principal balance, or the number of
late payments owed under the LMA as outlined above. Ex. 5, 10, and 11.

The LMA provides in relevant part:

As of the 1st day of September, 2009, the amount payable under the Note or Security Instrument (the "Unpaid Principal Balance") is U.S. \$417,196.58, consisting of the amount(s) loaned to the Borrower by the Lender which may include, but not limited to, any past due principal payments, interest, fees and/or costs capitalized to date

. . .

The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 4.875% from the 1st day of August, 2009. The Borrower promises to make monthly payments of principal and interest of U.S. \$1,977.29 beginning on the 1st day of September, 2009, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on the 1st day of August, 2049 (the "Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

Ex. 3

Contrary to the LMA, the August 10, 2015 Statement provides in relevant part:

Outstanding Principal	\$381,150.00
...	
Current Interest Rate	6.875%

Ex. 10.

Beyond the total amount due, the November 3, 2017 NOD, incorrectly states in pertinent part as follows:

One note(s) for the Original sum of ~~\$381,150.00~~, that the beneficial interest under such Deed of Trust and the obligations secured hereby are presently held by Beneficiary; that a breach of and default in the obligations for which such Deed of Trust is security has occurred or that payment has not been made of.

~~The monthly installment which became due on 9/1/2008, along with late charges, and all subsequent monthly installments.~~

Ex. 11.

The LMA clearly changes the principal balance owed to \$427,196.58, the applicable interest rate to 4.875%, and the payment date to September 1, 2009. Ex. 3.

Based upon the foregoing evidence, the Court should find that Fay Servicing, US Bank and Sables have reported the incorrect balance, interest rate, and payment information in prior statements and in the recorded NOD. This is so, even though Sables NOD recounts that the Deed of Trust is modified by the LMA. Ex. 11.

Disregarding Bank of America's rejection of payments under the LMA in 2009 through 2011, based upon the misstatements of material terms of the mortgage loan in the statements and the NOD, the Lincicomes believe that Fay Servicing, US Bank, and Sables have miscalculated the total balance remaining due under the agreement, including application of the incorrect interest rate.

Furthermore, the NOD and the statements provided do not correctly provide the Lincicomes credit for the six payments that they have made since 2009. The first payment



1 was made on September 1, 2009, which was incorrectly later applied to the pre-modification
2 arrearages rather than under the LMA. The next two payments were made in 2015 as part
3 of Plaintiffs' attempt to complete a trial modification with Bank of America, in which Fay
4 rejected the third payment. The last three payments were made in 2016 and provided to
5 Fay Servicing while the Plaintiffs were again working towards modifying their loan.

6 If the NOD was accurate and provided credit for these six payments, the date that the
7 last installment became due (not accounting for Bank of America's breach) would be
8 approximately February 2010, and not September 1, 2008.

9 Accordingly, Fay Servicing and US Bank have materially violated NRS 107.500(1) by
10 incorrectly reporting applicable interest, the applicable principal balance, payment amount,
11 and incorrectly calculating the cure amount reported on prior statements and the NOD.

12 Therefore, pursuant to NRS 107.560(1), Plaintiffs are entitled to the issuance of an
13 injunction prohibiting Defendants foreclosure upon the Lincicomes' Property, until they have
14 to the Court's satisfaction rectified their violations of NRS 107.400 through NRS 107.560.

15 **B. Plaintiffs will Suffer Irreparable Injury without Issuance of a Temporary**
16 **Restraining Order.**

17 Without judicial intervention, the Lincicomes will suffer irreparable injury if the Court
18 does not intervene and restrain Defendants from moving forward with foreclosure on the
19 Property.

20 NRCF 65 states, in pertinent part:

21 (b) A temporary restraining order may be granted without written
22 or oral notice to the adverse party or that party's attorney only if
23 (1) it clearly appears from specific facts shown by affidavit or by
24 the verified complaint that immediate and irreparable injury, loss,
25 or damage will result to the applicant before the adverse party or
26 that party's attorney can be heard in opposition, and (2) the
27 applicant's attorney certifies to the court in writing the efforts, if
28 any, which have been made to give the notice and the reasons
supporting the claim that notice should not be required.

NRS 33.010 provides in pertinent part that a preliminary injunction may be entered as
follows:

1. When it shall appear by the complaint that the plaintiff is entitled
to the relief demanded, and such relief or any part thereof consists

1 in restraining the commission or continuance of the act complained
2 of, either for a limited period or perpetually.

3 2. When it shall appear by the complaint or affidavit that the
4 commission or continuance of some act, during the litigation, would
5 produce great or irreparable injury to the plaintiff.

6 3. When it shall appear, during the litigation, that the defendant is
7 doing or threatens, or is about to do, or is procuring or suffering to
8 be done, some act in violation of the plaintiff's rights respecting the
9 subject of the action, and tending to render the judgment
10 ineffectual.

11 Generally, a "preliminary injunction is proper when the moving party can demonstrate
12 it has a reasonable likelihood of success on the merits and that it will suffer irreparable harm
13 for which compensatory damages would not suffice." *Dep't of Bus. & Indus., Fin. Insts. Div.*
14 *v. Nev. Ass'n Servs., Inc.*, 128 Nev. Adv. op. 34, 294 P.3d 1223, 1226 (2012); see also
15 *Univ. Sys. V. Nevadans for Sound Gov't*, 102 Nev. 712, 721, 100 P.3d 179, 187 (2004).

16 To warrant the issuance of an injunction, there should exist reasonable probability
17 that real injury will occur if an injunction does not issue. *Berryman v. Int'l Bhd. of Elec.*
18 *Workers*, 82 Nev. 277, 280, 416 P.2d 387, 389 (1966), as modified, 85 Nev. 13, 449 P.2d
19 250 (1969).

20 Further, Courts favor relief which prevents a wrong in preference to that which may
21 afford redress. *Belmont Quadrangle Drilling Corporation v. Galek*, 137 Misc. 637, 244 N.Y.S.
22 231 (S.Ct.1930). To destroy one's property is sometimes regarded as an irreparable injury
23 *Kane v. Porter*, 77 Cob. 257, 235 P. 561 (1925). One's right to the use of his property may
24 not be divested even though he might replace that property. *Czipott v. Fleigh*, 87 Nev. 496,
25 499, 489 P.2d 681, 683 (1971).

26 "It is well-established that the loss of an interest in real property constitutes an
27 irreparable injury." *Park Vill. Apartment Tenants Assn v. Mortimer Howard Trust*, 636 F.3d 1
28 150, 1159 (9th Cir. 2011).

Further, infringement of one's real property rights is considered to cause irreparable
injury because real property is unique and loss of property rights generally cause irreparable
injury. *Dixon v. Thatcher*, 103 Nev. 414, 416, (1987) citing to *Leonard v. Stoebling*, 102
Nev. 543, 728 P.2d 1358 (1986) (view from home is unique asset; injunction issued to



1 preserve view); see also *Nevada Escrow Service, Inc. v. Crockett*, 91 Nev. 201, 533 P.2d
2 471 (1975).

3 Here, Sables, as Trustee of the Deed of Trust, acting in favor of Fay Servicing and US
4 Bank has scheduled the impending foreclosure of the Lincicomes' Property in violation of the
5 Lincicomes' rights under Homeowner's Bill of Rights. *Supra*.

6 The Lincicomes' loss of their property due to the improper conduct of the Defendants
7 in this action would irreparably injure them, significantly impairing the purpose of this
8 action; to once and for all force the financial institutions in this litigation to honor the terms
9 of their agreement.

10 Monetary damages are insufficient. The Lincicomes' Property is their home; property
11 that is unquantifiable and irreplaceable as to their love, affection, and memories. The
12 Lincicomes cannot quantify their love and attachment for the place that they desire to live
13 out the remainder of their lives. Money damages are insufficient to replace the Lincicomes'
14 home.

15 Furthermore, the facts supporting the requested relief are supported by Affidavit, and
16 establish the extent of the Lincicomes' desire to retain their property. Accordingly,
17 irreparable injury will result unless this Court enters a Temporary Restraining Order
18 preventing Sables, Fay Servicing, and US Bank from foreclosing.

19 **C. Lincicomes are Likely to Succeed on the Merits**

20 Although not required to establish the need for a Temporary Restraining Order, the
21 Plaintiffs are likely to succeed on the merits of this case. In their Complaint, Plaintiffs have
22 alleged five (5) causes of action. Included in those claims for relief are (I) injunctive relief,
23 (II) breach of contract, (III) breach of duty to act in good faith and fair dealing, (IV)
24 declaratory relief, and (V) Attorney's fees as special damages.

25 Based on the Complaint, Plaintiffs are likely to succeed on the merits in regard to their
26 claim for Injunctive Relief under NRS 107.560, as well as their claims for Breach of Contract.
27 The allegations and evidence set forth supporting the allegations paint a clear and
28 substantiated case for recovery on the Lincicomes claims.

1 **D. Plaintiffs Have Satisfied the Requirements for Temporary Restraining Order**

2 The Court should find that the Lincicomes have satisfied the requirements for issuance
3 of a Temporary Restraining Order pursuant to NRCP 65.

4 (b) A temporary restraining order may be granted without written or oral notice to the
5 adverse party or that party's attorney only if (1) it clearly appears from specific facts shown
6 by affidavit or by the verified complaint that immediate and irreparable injury, loss, or
7 damage will result to the applicant before the adverse party or that party's attorney can be
8 heard in opposition, and (2) the applicant's attorney certifies to the court in writing the
9 efforts, if any, which have been made to give the notice and the reasons supporting the claim
10 that notice should not be required.

11 The first requirement of Rule 65(b) demands that if a temporary restraining order is to
12 be granted without written or oral notice to an adverse party, affidavits must be provided
13 which clearly show that immediate and irreparable injury and loss will result before an
14 adverse party can be heard in opposition.

15 In this matter, prior to filing this application and the Verified Complaint, the
16 undersigned counsel gave written notice by facsimile and email as provided in the Affidavit of
17 Counsel filed concurrently herewith. However, additionally, the Affidavit of Vicenta Lincicome
18 attached as **Exhibit 12** and the Affidavit of Albert Ellis Lincicome, Jr., attached as **Exhibit**
19 **13**, clearly and specifically establish the facts recited herein above and in the Verified
20 Complaint.

21 **IV. CONCLUSION**

22 Therefore, based on the foregoing, Plaintiffs respectfully request that this Court enter
23 an *Ex Parte Temporary Restraining Order*, preventing Defendants from foreclosing on the
24 Property. Plaintiffs also request the Temporary Restraining Order remain effective until the
25 time the Court sets the matter for a Preliminary Injunction at the Court's convenience.

26 //

27 //

28 //

1 **AFFIRMATION**

2 The undersigned hereby affirms pursuant to NRS 239B.03 that the foregoing does not
3 contain the social security number of any person or other personal information as defined by
4 NRS 603A.040.

5 Dated this 7th day of November, 2018.

6 **MILLWARD LAW, LTD**

7
8
9 By 

10 Michael G. Millward, Esq.

11 NSB# 11212

12 1591 Mono Ave

13 Minden, NV 89423

14 (775) 600-2776

15 Attorney for Plaintiffs
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INDEX TO EXHIBITS

Exhibit 1	<i>Notice of Trustee's Sale</i> dated October 11, 2018	3 pages
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Exhibit 3	<i>2009 Loan Modification Agreement</i>	6 pages
Exhibit 4	"Important Message About Your Loan" Notice	1 page
Exhibit 5	Bank of America Home Loan Statement dated October 29, 2009	2 pages
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Exhibit 1

Doc #: 587470

10/12/2018 02:27 PM Page: 1 of 2

OFFICIAL RECORD

Requested By: SERVICELINK TITLE AGENCY INC

Lyon County, NV

Dawna L. Warr, Recorder

Fee: \$38.00 RPTT: \$0.00

Recorded By: mkasabaum

APN No.: 029-401-17

[Recording requested by:]

[When recorded mail to:]

Sables LLC

c/o Zieve Brodnax & Steele

9435 West Russell Road, Suite 120

Las Vegas, Nevada 89148

T.S. No. 16-42397

NOTICE OF TRUSTEE'S SALE

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 5/23/2007. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

A public auction sale to the highest bidder for cash, cashier's check drawn on a state or national bank, check drawn by a state or federal credit union, or a check drawn by a state or federal savings and loan association, or savings association, or savings bank specified in Section 5102 of the Financial Code and authorized to do business in this state will be held by the duly appointed trustee as shown below, of all right, title, and interest conveyed to and now held by the trustee in the hereinafter described property under and pursuant to a Deed of Trust described below. The sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by the Deed of Trust, with interest and late charges thereon, as provided in the note(s), advances, under the terms of the Deed of Trust, interest thereon, fees, charges and expenses of the Trustee for the total amount (at the time of the initial publication of the Notice of Sale) reasonably estimated to be set forth below. The amount may be greater on the day of sale.

TRUSTOR: VICENTA LINCICOME, A MARRIED WOMAN

Duly Appointed Trustee: **Sables LLC**, a Nevada Limited Liability Company

Recorded 5/25/2007, as Instrument No. 407150, The subject Deed of Trust was modified by Loan Modification Agreement recorded as Instrument 475008 and recorded on 5/4/2011 Official Records in the office of the Recorder of Lyon County, Nevada, Described as follows:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LYON, STATE OF NEVADA, AND IS DESCRIBED AS FOLLOWS:

All that certain real property situate in the County of Lyon, State of Nevada, described as follows:

Lot 42 as shown on the official map of GOLD CANYON ESTATES, PHASE 2, filed in the office of the Lyon County, Nevada Recorder, on October 26, 2005, as Document No. 365687.

EXCEPTING THEREFROM all that portion thereof, lying below the natural ordinary high water line of the Carson River.

Date of Sale: 11/9/2018 at 11:00 AM

Place of Sale: 31 S. Main Street Yerington, Nevada 89447
Lyon County Courthouse
Estimated Sale Amount: \$666,632.22
Street Address or other common designation of real property: 70 RIVERSIDE DRIVE
DAYTON, Nevada 89403

A.P.N. No.: 029-401-17

The undersigned Trustee disclaims any liability for any incorrectness of the street address or other common designation, if any, shown above. If no street address or other common designation is shown, directions to the location of the property may be obtained by sending a written request to the beneficiary within 10 days of the date of first publication of this Notice of Sale.

Date: 10/11/2018

Sables LLC, a Nevada Limited Liability Company
c/o Zieve Brodnax & Steele
9435 West Russell Road, Suite 120
Las Vegas, NV 89148
Phone: (702) 948-8565
Sale Information: (714) 848-9272 www.elitepostandpub.com
For Non-Automated Sale Information, call: (702) 664-1774


Michael Busby, Trustee Sale Officer

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.

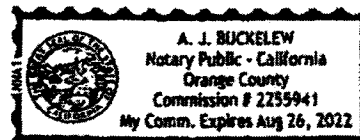
State of CALIFORNIA
County of ORANGE

On 10/11/2018, before me, A.J. Buckelew Notary Public, personally appeared Michael Busby 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.


A.J. Buckelew
Signature of Notary



THIS FIRM IS ATTEMPTING TO COLLECT A DEBT AND
ANY INFORMATION WE OBTAIN WILL BE USED FOR THAT PURPOSE.

NOTICE TO TENANTS OF THE PROPERTY

Foreclosure proceedings against this property have started, and a notice of sale of the property to the highest bidder has been issued.

You may either: (1) terminate your lease or rental agreement and move out; or (2) remain and possibly be subject to eviction proceedings under chapter 40 of the Nevada Revised Statutes. Any subtenants may also be subject to eviction proceedings.

Between now and the date of the sale, you may be evicted if you fail to pay rent or live up to your other obligations to the landlord.

After the date of the sale, you may be evicted if you fail to pay rent or live up to your other obligations to the successful bidder, in accordance with chapter 118A of the Nevada Revised Statutes.

Under the Nevada Revised Statutes eviction proceedings may begin against you after you have been given a notice to surrender.

If the property is sold and you pay rent by the week or another period of time that is shorter than 1 month, you should generally receive notice after not less than the number of days in that period of time.

If the property is sold and you pay rent by the month or any other period of time that is 1 month or longer, you should generally receive notice at least 60 days in advance.

Under Nevada Revised Statutes 40.280, notice must generally be served on you pursuant to chapter 40 of the Nevada Revised Statutes and may be served by:

- (1) Delivering a copy to you personally in the presence of a witness, unless service is accomplished by a sheriff, constable or licensed process server, in which case the presence of a witness is not required;*
- (2) If you are absent from your place of residence or usual place of business, leaving a copy with a person of suitable age and discretion at either place and mailing a copy to you at your place of residence or business and to the place where the leased property is situated, if different; or*
- (3) If your place of residence or business cannot be ascertained, or a person of suitable age or discretion cannot be found there, posting a copy in a conspicuous place on the leased property and mailing a copy to you at the place where the leased property is situated.*

If the property is sold and a landlord, successful bidder or subsequent purchaser files an eviction action against you in court, you will be served with a summons and complaint and have the opportunity to respond. Eviction actions may result in temporary evictions, permanent evictions, the awarding of damages pursuant to Nevada Revised Statutes 40.360 or some combination of those results.

Under the Justice Court Rules of Civil Procedure:

- (1) You will be given at least 10 days to answer a summons and complaint;*
- (2) If you do not file an answer, an order evicting you by default may be obtained against you;*
- (3) A hearing regarding a temporary eviction may be called as soon as 11 days after you are served with the summons and complaint; and*
- (4) A hearing regarding a permanent eviction may be called as soon as 20 days after you are served with the summons and complaint.*

Exhibit 2

Assessor's Parcel Number:
29-401-17

I hereby affirm that this document
submitted for recording does not
contain a social security number.

/s/ LYNDA KLEIN
FUNDER

Recording Requested By:
SIERRA PACIFIC MORTGAGE COMPANY, INC.
280 BRINKBY STREET, SUITE 100
RENO, NV 89509
775-826-3700

We certify that this is a true copy
of the original as recorded in
LYON CITY, Nevada on 5-25-07 4:34 pm
Document No. 407150

Stewart Title Of Carson City

By: Carol Costa

Loan No: 0000479436

[Space Above This Line For Recording Data]

DEED OF TRUST

MIN: 1000703-0000479436-5

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 MAY 23, 2007
together with all Riders to this document.

(B) "Borrower" is VICENTA LINCICOME, A MARRIED WOMAN

Borrower is the trustor under this Security Instrument.

(C) "Lender" is SIERRA PACIFIC MORTGAGE COMPANY, INC.

Lender is a CORPORATION organized and existing under the laws of CALIFORNIA
Lender's address is 50 IRON POINT CIRCLE, STE 200, FOLSON, CA 95630

(D) "Trustee" is GREENHEAD INVESTMENTS, INC., A CALIFORNIA CORPORATION

(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, Michigan 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated **MAY 23, 2007**.
The Note states that Borrower owes Lender

THREE HUNDRED EIGHTY-ONE THOUSAND ONE HUNDRED FIFTY and NO/100----- Dollars
(U.S. \$ **381,150.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **JUNE 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 type="checkbox"/> Planned Unit Development Rider	<input checked="" type="checkbox"/> Other(s) [specify]
<input type="checkbox"/> 1-4 Family Rider	<input type="checkbox"/> Biweekly Payment Rider	INTEREST ONLY RIDER
<input type="checkbox"/> V. A. Rider		

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

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

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

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

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

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

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

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

COUNTY of LYON :
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]
LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A."

which currently has the address of 70 RIVERSIDE DRIVE [Street],
DAYTON [City], Nevada 89403 [Zip Code] ("Property Address"):

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

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

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

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

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

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is

not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

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

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

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

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

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

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

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

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

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

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts

disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance. 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 and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance.

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.

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

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

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

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

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

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.

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

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

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

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

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

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

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

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

acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

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

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

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

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

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

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

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

19. **Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses

Loan No: 0000479436

in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

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

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

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

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

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

Loan No: 0000479436

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. \$ MAXIMUM ALLOWED BY LAW .

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.

Vicenta Lincicome (Seal)
VICENTA LINCICOME -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

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____ -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

Loan No: 0000479436

STATE OF NEVADA.

Carson City

County ss.

This instrument was acknowledged before me on

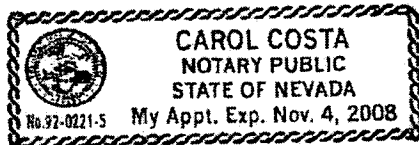
May 23 2007

, by

Vicenta Lincicome

Carol Costa

My Commission Expires: *11-4-08*



NEVADA--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT with MERS
DRAW.MERS.NV.CVL.DT.13.WPF (0101DOCS\DEEDS\CVL\NV_MERS.CVL)

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

WHEN RECORDED MAIL TO:

MIP INSURING DEPARTMENT
SIERRA PACIFIC MORTGAGE COMPANY, INC.
50 IRON POINT CIRCLE, STE 200
FOLSOM, CA 95630
916-932-1700

ADJUSTABLE RATE RIDER

(1 Year LIBOR Index - Rate Caps)
(Assumable after Initial Period)

THIS ADJUSTABLE RATE RIDER is made this 23rd day of MAY 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 the Borrower's Adjustable Rate Note (the "Note") to

SIERRA PACIFIC MORTGAGE COMPANY, INC., A CALIFORNIA CORPORATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

70 RIVERSIDE DRIVE
DAYTON, NV 89403

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT BORROWER'S 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. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 6.875 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of JUNE 2017, and may change on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the one-year London Interbank Offered Rate ("LIBOR") which is the average of interbank offered rates for one-year U.S.

Loan No: 0000479436

MULTISTATE ADJUSTABLE RATE RIDER-1 Year LIBOR Index (Assumable after IP)-Single Family-Freddie Mac Uniform Instrument

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(Page 1 of 4)

dollar-denominated deposits in the London market, 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 which 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 QUARTER** 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.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than **11.875 %** or less than **2.250 %**. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than **TWO** percentage points (**2.000 %**) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than **11.875 %**.

(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 interest rate and the amount of my monthly payment before the effective date of any change. The notice will include 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 BORROWER'S INITIAL INTEREST RATE CHANGES UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM COVENANT 18 OF THE SECURITY INSTRUMENT SHALL BE IN EFFECT 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

Loan No: 0000479436

MULTISTATE ADJUSTABLE RATE RIDER-1 Year LIBOR Index (Assumable after IP)-Single Family-Freddie Mac Uniform Instrument

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(Page 2 of 4)

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 IN SECTION 4 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 may also 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.


Loan No: 0000479436

MULTISTATE ADJUSTABLE RATE RIDER-1 Year LIBOR Index (Assumable after IP)-Single Family-Freddie Mac Uniform Instrument

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Form 5131 3/04
(Page 3 of 4)

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


VICENTA LINCICOME (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

[Sign Original Only]

Loan No: 0000479436

MULTISTATE ADJUSTABLE RATE RIDER-1 Year LIBOR Index (Assumable after IP)-Single Family-Freddie Mac Uniform Instrument

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Form 5131 3/04
(Page 4 of 4)

INTEREST-ONLY ADDENDUM TO ADJUSTABLE RATE RIDER

Property Address: 70 RIVERSIDE DRIVE
DAYTON, NV 89403

THIS ADDENDUM is made this 23rd day of MAY, 2007, and is incorporated into and intended to form a part of the Adjustable Rate Rider (the "Rider") dated the same date as this Addendum executed by the undersigned and payable to SIERRA PACIFIC MORTGAGE COMPANY, INC., A CALIFORNIA CORPORATION (the "Lender")

THIS ADDENDUM supersedes Section 4(C) of the Rider. None of the other provisions of the Rider are changed by this Addendum.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND ONE QUARTER percentage points (2.250 %) to the Current Index for such Change Date. 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), this rounded amount will be my new interest rate until the next Change Date.

During the Interest-Only Period, the Note Holder will then determine the amount of the monthly payment that would be sufficient to repay accrued interest. This will be the amount of my monthly payment until the earlier of the next Change Date or the end of the Interest-Only Period unless I make a voluntary prepayment of principal during such period. If I make a voluntary prepayment of principal during the Interest-Only Period, my payment amount for subsequent payments will be reduced to the amount necessary to pay interest at the then current interest rate on the lower principal balance. At the end of the Interest-Only Period and on each Change Date thereafter, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay in full the unpaid principal that I am expected to owe at the end of the Interest-Only Period or Change Date, as applicable, in equal monthly payments over the remaining term of the Note. The result of this calculation will be the new amount of my monthly payment. After the end of the Interest-Only Period, my payment amount will not be reduced due to voluntary prepayments.

Loan No: 0000479436

INTEREST ONLY ADDENDUM TO ADJUSTABLE RATE RIDER 5/1 LIBOR ARM -- MULTISTATE
DRAW.MX.CVL.ARM.IO.ADNDM.RIDER.I.WPF (0101DOCSRIDERSACVLAMXIO_ADN.RID)

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(page 1 of 2 pages)

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

 (Seal)
VICENTA LINCICOME -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

[Sign Original Only]

Loan No: 0000479436

INTEREST ONLY ADDENDUM TO ADJUSTABLE RATE RIDER 5/1 LIBOR ARM -- MULTISTATE
DRAW.MX.CVL.ARM.IO.ADNDM.RIDER.2.WPF (0101DOCS\RIDERS\CVL\MXIO_ADN.RID)

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(page 2 of 2 pages)

EXHIBIT "A"

ADJUSTABLE RATE NOTE

(1 Year LIBOR Index - Rate Caps)
(Assumable after Initial Period)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

MAY 23, 2007
[Date]

FOLSOM, CALIFORNIA
[City] [State]

70 RIVERSIDE DRIVE
DAYTON, NV 89403
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 381,150.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is SIERRA PACIFIC MORTGAGE COMPANY, INC., A CALIFORNIA CORPORATION. I will make all payments under this Note in the form of cash, check or money order.

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

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 6.875 %. The interest rate I will pay will change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the first day of each month beginning on JULY 1, 2007.

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on JUNE 1, 2037, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 193 BLUE RAVINE ROAD, SUITE 240
FOLSOM, CA 95630

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

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 2,183.67. This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of JUNE, 2017, and may change on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the one-year London Interbank Offered Rate ("LIBOR") which is the average of interbank offered rates for one-year U.S. dollar-denominated deposits in the London market, 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 which 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 QUARTER 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.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than **11.875** % or less than **2.250** %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than **TWO** percentage points (**2.000** %) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than **11.875** %.

(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 interest rate and the amount of my monthly payment before the effective date of any change. The notice will include 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.

5. BORROWER'S RIGHT TO PREPAY

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

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payment unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

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

7. BORROWER'S FAILURE TO PAY AS REQUIRED**(A) Late Charges for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of **15** calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be **5.000** % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

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

8. GIVING OF NOTICES

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

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

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

10. WAIVERS

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

11. UNIFORM SECURED NOTE

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

(A) UNTIL MY INITIAL INTEREST RATE CHANGES UNDER THE TERMS STATED IN SECTION 4 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.

(B) AFTER MY INITIAL INTEREST RATE CHANGES UNDER THE TERMS STATED IN SECTION 4 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 may also 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.

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



VICENTA LINCICOME (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

[Sign Original Only]

PAY TO THE ORDER OF
Countrywide Bank, FSB
WITHOUT RECOURSE
SIERRA PACIFIC FINANCE CO.
A CALIFORNIA CORPORATION
[Signature]

PAY TO THE ORDER OF
COUNTRYWIDE HOME LOANS, INC.
WITHOUT RECOURSE
COUNTRYWIDE BANK, FSB
BY *Laurie Meder*
LAURIE MEDER
SENIOR VICE PRESIDENT

PAY TO THE ORDER OF
WITHOUT RECOURSE
COUNTRYWIDE HOME LOANS, INC.
BY *Michele Sjoland*
MICHELE SJOLANDER
EXECUTIVE VICE PRESIDENT

INTEREST-ONLY ADDENDUM TO ADJUSTABLE RATE PROMISSORY NOTE

Loan Number:

Property Address: 10 RIVERSIDE DRIVE
DAYTON, NV 89403

THIS ADDENDUM is made this 23rd day of MAY, 2007, and is incorporated into and intended to form a part of the Adjustable Rate Note (the "Note") dated the same date as this Addendum executed by the undersigned and payable to

SIERRA PACIFIC MORTGAGE COMPANY, INC., A CALIFORNIA CORPORATION (the "Lender").

THIS ADDENDUM supersedes Sections 3(A), 3(B), 4(C) and 7(A) of the Note. None of the other provisions of the Note are changed by this Addendum.

3. PAYMENTS

(A) Time and Place of Payments

I will pay interest by making payments every month for the first 120 payments (the "Interest-Only Period") in the amount sufficient to pay interest as it accrues. I will pay principal and interest by making payments every month thereafter for the next 240 payments in an amount sufficient to fully amortize the outstanding principal balance of the Note at the end of the Interest-Only Period over the remaining term of the Note in equal monthly payments.

I will make my monthly payments on the first day of each month beginning on JULY 1, 2007. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on JUNE 1, 2037, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 193 BLUE RAVINE ROAD, SUITE 240
FOLSOM, CA 95630

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

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 2,183.67. This payment amount is based on the original principal balance of the Note. This payment amount may change.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND ONE QUARTER percentage points (2.250 %) to the Current Index for such Change Date. 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), this rounded amount will be my new interest rate until the next Change Date.

During the Interest-Only Period, the Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the accrued interest. This will be the amount of my monthly payment until the earlier of the next Change Date or the end of the Interest-Only Period unless I make a voluntary prepayment of principal during such period. If I make a voluntary prepayment of principal during the Interest-Only Period, my payment amount for subsequent payments will be reduced to the amount necessary to pay interest at the then current interest rate on the lower principal balance. At the end of the Interest-Only Period and on each Change Date thereafter, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay in full the unpaid principal that I am expected to owe at the end of the Interest-Only Period or Change Date, as applicable, in equal monthly payments over the remaining term of the Note. The result of this calculation will be the new amount of my monthly payment. After the end of the Interest-Only Period, my payment amount will not be reduced due to voluntary prepayments.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of interest during the Interest-Only Period, 5.000 % of my overdue payment of principal and interest thereafter. I will pay this late charge promptly, but only once on each late payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Addendum to Adjustable Rate Note.


VICENTA LINCICOME

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

[Sign Original Only]

Exhibit 3

APN# 029-401-17

Recording Requested by:

Name Michael Camarata

Address 107 Beecham Dr

City/State/Zip Pittsburg PA 15205

Mail Tax Statements to:

Name _____

Address _____

City/State/Zip _____

Loan Modification Agreement

Title of Document
(Required Field)

FILL IN ALL THAT APPLY

The Undersigned Hereby Affirms That This Document Submitted For Recording Contains Personal Information As Required By Law*

Specify Law* _____

Signature _____

Specify Law* _____

Print Name _____ Title _____

*If there is no applicable State or Federal Law, Personal Information must be removed prior to recording

If this document is a re-record or correction, fill out below

Correcting Document# _____ Amending _____

Reason for re-record _____

(For Re-records, all pages from original document must be included, \$25 Non-conforming Fee Applies)

If legal description is in metes & bounds, indicate where it was obtained:

_____ (Document Title), Book _____ Page _____ or
Document # _____ recorded _____ (date) in the

Lyon County Recorder's Office

-OR-

If prepared by a surveyor, provide name and address

*Personal information means a natural person's first name or first initial and last name in combination with any one or more of the following data elements:

1. Social security number
2. Driver's license number or identification card number
3. Account number, credit card number or debit card number, in combination with any required security code, access code or password

This page added to provide additional information required by NRS 111.312 Sections 1-4
(\$1.00 Additional Recording Fee Applies)

DOC # 475808

05/04/2011

01:19 PM

Official Record

Requested By
BAC HOME LOANS SERVICING

Lyon County - NV

Mary C. Milligan - Recorder

Page 1 of 6 Fee \$44.00

Recorded By MFK RPTT



0475808

WHEN RECORDED MAIL TO:
HOME RETENTION RECORDING DEPARTMENT - RHMA
Attn: Ramona Tongide
BAC Home Loans Servicing, LP
100 Broadarm Drive, SUITE 104
Pittsburgh, PA 15205

parcel - 029-401-17

**IN MODIFICATION AGREEMENT
(Fixed Interest Rate)**

273412

This Loan Modification Agreement ("Agreement"), made this 11th day of July, 2009, between VICENTA LINCICOME (the "Borrower(s)") and BAC Home Loans Servicing, LP (the "Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated the 23rd day of May, 2007 in the amount of \$381,150.00, and (2) the Note secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at 70 RIVERSIDE DRIVE, DAYTON, NV 89403

The real property described being set forth as follows

SAME AS IN SAID SECURITY INSTRUMENT

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (Notwithstanding anything to the contrary contained in the Note or Security Instrument)

- 1 As of the 1st day of September, 2009, the amount payable under the Note or Security Instrument (the "Unpaid Principal Balance") is U S \$417,196.58, consisting of the amount(s) loaned to the Borrower by the Lender which may include, but not limited to, any past due principal payments, interest, fees and/or costs capitalized to date
- 2 The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 4.875% from the 1st day of August, 2009. The Borrower promises to make monthly payments of principal and interest of U S \$4,977.29 beginning on the 1st day of September, 2009, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on the 1st day of August, 2049 (the "Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date
- 3 The Borrower will make such payments at Payment Processing PO Box 10219 Van Nuys, CA 91410 or at such other place as the Lender may require
- 4 Nothing in this agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all terms and provisions thereof, as amended by this Agreement
- 5 In consideration of this Modification, Borrower agrees that if any document related to the Security Instrument, Note and/or Modification is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the loan as modified, or is otherwise missing, Borrower(s) will comply with Lender's request to execute, acknowledge, initial and deliver to Lender any documentation Lender deems necessary. If the original promissory note is replaced the Lender hereby indemnifies the Borrower(s) against any loss associated with a demand on the original note. All documents Lender requests of Borrower(s) shall be referred to as "Documents". Borrower agrees to deliver the Documents within ten (10) days after receipt by Borrower(s) of a written request for such replacement

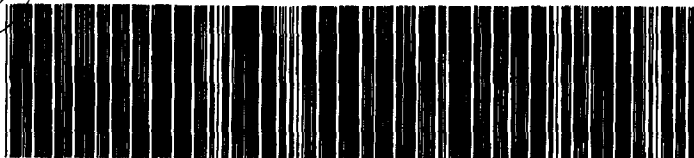
Previous mortgage recorded
5/25/07 doc-407150 Assigned
11/10/2010 doc 467719

05/04/2011
002 of 6

475808



BAC Home Loans Servicing, LP is a subsidiary of Bank of America, N.A.



The HOPE Team
CHL Loan # 162304785

WDGDFXNR 8124 July 11, 2009

00182



475808

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003 of 6

STEP RATE LOAN MODIFICATION
ADDENDUM TO LOAN MODIFICATION AGREEMENT

The Step Rate Loan Modification Agreement Addendum (the "Addendum") is made this July 11, 2009, and is incorporated into and shall be deemed a part of that certain Loan Modification Agreement of even date herewith (the "Agreement") between VICENTA LINCICOME (the "Borrowers") and BAC Home Loans Servicing, LP ("the Lender"), which agreement amends and supplements that certain Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") executed by Borrower in favor of Lender

THIS ADDENDUM CONTAINS PROVISIONS PROVIDING FOR
SCHEDULED INTEREST RATE CHANGES

In consideration of the mutual promises and agreements exchanged and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Agreement, Security Instrument or the promissory note (the "Note"), except as specifically provided for herein)

1 Scheduled Interest Rate Changes

The Agreement provides for an initial interest rate of 4.875% which will be charged from the 1st day of August, 2009

The Interest Rate shall then change on the 1st day of August, 2014 at which time it shall be 5.375%

Thereafter, the interest rate and monthly principal and interest payment shall adjust in accordance with the Note, Adjustable Rate Rider and/or any other loan document that is affixed to or incorporated into the Note and Rider and provides for, implements or relates to any change or adjustment in the interest rate and monthly payment amount under the Note until such time as the principal and interest due under the Note are paid in full. If on August 1, 2049 (the "Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by the Agreement and this Addendum, the Borrower shall pay these amounts in full on the Maturity Date.

BORROWER

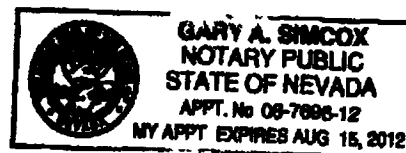
Vicenta Lincicome
Dated July 31, 2009

VICENTA LINCICOME

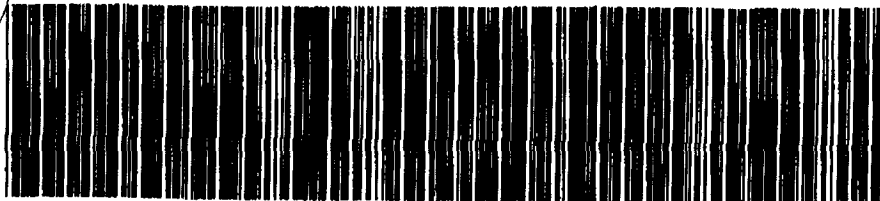
Lender

BAC Home Loans Servicing, LP

Dated July 31, 2009



BAC Home Loans Servicing, LP is a subsidiary of Bank of America, N.A.



The HOPE Team
CHL Loan # 162304785

July 11, 2009
00183



475808

05/04/2011
004 of 6

As evidenced by their signatures below, the Borrower and the Lender agree to the foregoing

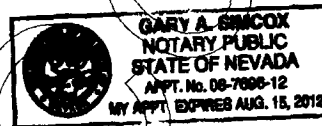
Vicenta Lincicome Dated July 31, 2009
VICENTA LINCICOME

STATE OF NevadaCOUNTY OF CassiaOn July 31, 2009 before me, Gary Sincov Notary Public, personally appearedVicenta Lincicome

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures (s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument

WITNESS my hand and official seal

Signature

08-15-2012
Gary Sincov

BAC Home Loans Servicing, LP is a subsidiary of Bank of America, N.A.

The HOPE Team
CHL Loan # 182304785

WDGFXNR 8124 July 11, 2009

00184



475808

05/04/2011
005 of 6

DO NOT WRITE BELOW THIS LINE

THIS SECTION IS FOR INTERNAL BANK OF AMERICA HOME LOANS SERVICING, LP USE ONLY

BAC Home Loans Servicing, LP
7105 Corporate Drive
(PTX-B-36)
Plano, TX 75024

By

Dated

James I SmithMAR 2 2 2011

STATE OF

On

MAR 2 2 2011

before me,

COUNTY OF

BroomfieldAmy L Bogan
James I Smith

Notary Public, personally appeared

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument

WITNESS my hand and official seal

Amy L Bogan

Signature

AMY L BOGAN

NOTARY PUBLIC, STATE OF COLORADO

My Comm. Expires September 8, 2014



475808

05/04/2011
006 of 6

LEGAL DESCRIPTION

**ALL THAT CERTAIN LOT OR PARCEL OF LAND BEING SITUATE IN GOLD CANYON EST SUBDIVISION, PH 2
LOT 42 BEING 482 ACRES**

PARCEL # 029-401-17

Unofficial Copy

Exhibit 4



Attn: Home Retention Division
BAC Home Loans Servicing, LP
100 Beecham Drive Suite 104
Pittsburgh, PA 15205

Notice Date: July 11, 2009

Account No.: 162304785

VICENTA LINCICOME
70 Riverside Dr
Dayton, NV 89403

Property Address:
70 RIVERSIDE DRIVE
DAYTON, NV 89403

IMPORTANT MESSAGE ABOUT YOUR LOAN

We are pleased to advise you that your loan modification has been approved. In order for the modification to be valid, the enclosed documents need to be signed and returned.

The following amounts will be added to your current principal balance, resulting in a modified principal balance of \$417,196.58 prior to your first payment date. The amount added to your loan is:

Interest :	\$32,755.05
Fees:	\$55.00
Escrow:	<u>\$3,236.53</u>
Total:	\$36,046.58

Your new modified monthly payment will be \$2,272.62, effective with your September 1, 2009 payment. This payment is subject to change if your escrow account is reanalyzed due to new annual premiums. Your current interest rate is 6.875%. Your new reduced rate of 4.875% will be effective as of the September 1, 2009 payment. As of September 1, 2014 your interest rate will be 5.375% for the remaining term of your loan. Your new maturity date is August 1, 2049, which may have changed from your current maturity date as a result of the modification terms. This agreement will bring the loan current; however, you are still required to pay back the entire unpaid principal by the maturity date for your loan.

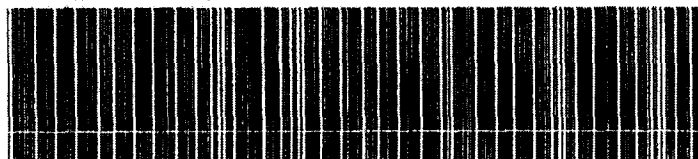
A breakdown of the scheduled interest rate changes is as follows:

Statement Due Date	Interest Rate	Principal & Interest
September 1, 2009	4.875%	\$1,977.29
September 1, 2014	5.375%	\$2,105.10

A breakdown of your payment is as follows:

P&I Payment:	\$1,977.29
Escrow:	<u>\$295.33</u>
Total Payment:	\$2,272.62

BAC Home Loans Servicing, LP is a subsidiary of Bank of America, N.A.



The HOPE Team
CHL Loan #: 162304785

WDGCSCOV LMS 8120 July 11, 2009

Exhibit 5

Home Loans

Customer Service
PO Box 5170
Simi Valley, CA 93062-5170

Statement date 10/29/2009

Account Number 162304785

Property address
70 Riverside Drive



0149104 01 AT 0 357 **AUTO T5 0 2288 89403-9055
PO A4 AG 0401-----G-2-7- C0000068 IN 1 P49254

VICENTA LINCICOME
70 Riverside Dr
Dayton NV 89403-9055

INTEREST-ONLY LOAN
MONTHLY STATEMENT
(During the Interest-Only Period)


IMPORTANT NOTICE

If you and BAC Home Loans Servicing, LP have entered into an agreement to address your monthly payments, please make payments in accordance with this agreement.

If you have qualified for an interest rate reduction based upon current active military service, subsequent statements may not reflect the reduced payment amount. Please refer to the notice previously sent to you for the reduced payment amount.

Your Payment Choices This Month

The amounts listed below are total payments, including amounts collected for escrow items such as taxes and insurance premiums. You can also pay additional Principal any month in any amount, by specifying "Additional Principal" in the payment coupon.

Payment Information	Total Payment Amount**	Principal/and or Interest Payment	Outstanding Late Charges	Optional Products*
Interest Only Payment ***	\$2,435.43	\$2,183.67	\$218.36	\$0.00
15-Year Amortized Payment Choice	This Payment Choice is not available this month.			
Amortized Payment Choice	This Payment Choice is not available this month.			

Please note: Amounts above may change based on payments made, received or returned before or after this statement was created.

**Outstanding late charges up to \$400.00 are reflected in the payment choice amount.

*** The **Amortized & 15-year Amortized Payment Choice** (Amortized Payment Choices) amounts are based on the assumption that these payments will always be received on the scheduled due date. You are not required to pay these amounts. The extra amount of Principal included with each of these alternative Amortized Payment Choices will be applied as a partial Prepayment of Principal on the date the payment is received. The interest portion of your payment will be applied as of the scheduled due date. The Amortized Payment is similar to, but not identical to the Interest and Principal payment that you will be required to make after the Interest-Only Period ends. When that happens, your Interest and Principal payments will be applied to your loan as of the scheduled due date. The Amortized Payment Choices will reduce your principal balance and the amount of interest you will pay over the life of this loan. These Amortized Payment Choices are provided to you as an additional service, but by no means are you limited to these choices. When it comes to the amount of partial prepayments of principal that you may select on your own. **IMPORTANT NOTE:** Be sure you review any prepayment penalty provision you may have in your loan. Depending on the amount of any partial Prepayments and when you make them, you may owe a prepayment charge at the time you payoff your loan.

Your Home Loan Snapshot as of October 29, 2009

Loan type	30 Yr Conv Jumbo ARM	Payment Due Date:	11/01/2009
Principal balance	\$381,150.00	Past Due Payment Amount	\$42,143.00
Escrow balance	-\$2,961.30	Fees Due	\$1,746.40
Interest rate	6.875%	Partial Payment Balance	\$2,272.62
		Late Charge if payment is received after 11/16/2009	\$109.18
		(see next page for account activity details)	

We may charge you a fee for any payment returned or rejected by your financial institution, subject to applicable law.

00190

Exhibit 6

A. Ellis Lincicome, Jr. and Vicenta J. Lincicome
Debtor(s)

10-51219-gwz
Case No:

Motion #:

Bank of America, N.A.
MOVANT

Chapter: 13

Certification of Attempt to Resolve the Matter without Court Action:

Moving counsel hereby certifies that pursuant to the requirements of LR 4001(a)(2), an attempt has been made to resolve the matter without court action, but movant has been unable to do so.

Date: November 24, 2014

Signature: [Signature]
Attorney for Movant

PROPERTY INVOLVED IN THIS MOTION: 70 Riverside Drive, Dayton, NV 89403

NOTICE SERVED ON: Debtor(s) ☒ ; Debtor (s) Counsel ☒ ; Trustee ☒

DATE OF SERVICE: 11/10/14

MOVING PARTY'S CONTENTIONS:

The EXTENT and PRIORITY of LIENS: *

1st Bank of America, N.A. \$567,234.69 †

2nd _____

Other: _____

Total Encumbrances: \$567,234.69

APPRAISAL or OPINION as to VALUE:

Per attached Schedule "A" - \$476,000.00

TERMS OF MOVANT'S CONTRACT
WITH THE DEBTOR:*

Amount of Note: \$381,150.00

Interest Rate: 6.875%

Duration: 30 Year

Payment Per Month: \$2,425.24

Date of Default: May 1, 2013

Amount of Arrearages: \$130,788.87 ‡

Date of Notice of Default: N/A

SPECIAL CIRCUMSTANCES: The undersigned hereby certifies that an attempt has been made to confer with debtor(s) counsel, or with debtor(s) and that more than three (3) business days have expired, and that after sincere effort to do so, counsel has been unable to resolve this matter without court action.

SUBMITTED BY: Greg Wilde

SIGNATURE: [Signature] #10235

DEBTOR'S CONTENTIONS:

The EXTENT and PRIORITY of LIENS:

1st _____

2nd _____

3rd _____

4th _____

Other: _____

Total Encumbrances: \$ _____

APPRAISAL or OPINION as to VALUE:

DEBTOR'S OFFER OF "ADEQUATE
PROTECTION" FOR MOVANT:

SPECIAL CIRCUMSTANCES:

SUBMITTED BY: _____

SIGNATURE: _____

* All amounts due to Movant as of November 10, 2014

† The amount of Movant's liens and arrears above do not include \$1,026.00 for fees and costs that have also been incurred by Movant as of the date hereof in connection with seeking the relief requested in the Motion.

‡ Amounts listed are due for post-petition only.

TIFFANY & BOSCO, P.A.

Gregory L. Wilde, Esq.

Nevada Bar No. 004417

212 South Jones Boulevard

Las Vegas, Nevada 89107

Telephone: 702 258-8200

Fax: 702 258-8787

Attorney for Movant Bank of America, N.A.

14-70888

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA**

In Re:

A. Ellis Lincicome, Jr. and Vicenta J. Lincicome

Debtors.

Bk Case No.: 10-51219-gwz

Date: December 30, 2014

Time: 10:00am

Chapter 13

MOTION FOR RELIEF FROM AUTOMATIC STAY

(REAL PROPERTY)

Bank of America, N.A., ("Movant") hereby moves this Court, pursuant to 11 U.S.C. § 362, for relief from the automatic stay with respect to certain real property of the Debtor(s) having an address of 70 Riverside Drive, Dayton, NV 89403 (the "Property"). In further support of this Motion, Movant respectfully states:

1. A petition under Chapter 13 of the United States Bankruptcy Code was filed with respect to the Debtor(s) on April 6, 2010.
2. A foreclosure notice of default has not been recorded.
3. A Chapter 13 Plan was confirmed on October 13, 2010.
4. The Debtor(s) have executed and delivered that certain promissory note in the original principal amount of \$381,150.00 (the "Note"). A true and correct copy of the Note is attached hereto as Exhibit "A". Movant, directly, or through an agent, has possession of the Note. Movant is an entity entitled to enforce the Note.

5. Pursuant to that certain Deed of Trust (the "Deed of Trust"), all obligations (collectively, the "Obligations") of the Debtor(s) under the Note and the Deed of Trust with respect to the Loan are secured by the Property. A true and correct copy of the Deed of Trust is attached hereto as Exhibit "B".

6. All rights and remedies under the Deed of Trust have been assigned to the Movant pursuant to that certain assignment of deed of trust. Additionally, all rights and remedies under the Deed of Trust have been assigned to the Movant pursuant to that certain Certificate of Merger. Bank of America, N.A., is successor by Merger to BAC Home Loans Servicing, LP effective July 1, 2011. Prior to that date, Countrywide Home Loans Servicing LP merged with BAC Home Loans Servicing, LP effective April 27, 2009. Attached hereto as Exhibit "C" are the merger documents.

7. Bank of America, N.A. services the loan on the Property referenced in this Motion. In the event the automatic stay in this case is modified, this case dismisses, and/or the Debtor(s) obtain(s) a discharge and a foreclosure action is commenced on the mortgaged property, the foreclosure will be conducted in the name of Movant. Movant, directly or through an agent, has possession of the Note. The Note is either made payable to Movant or has been duly endorsed.

8. As of November 10, 2014, the outstanding Obligations are:

Unpaid Principal Balance	\$381,150.00
Unpaid, Accrued Interest	\$170,972.39
Costs	\$17,384.92
Less: Partial Payments	(\$2,272.62)
Minimum Outstanding Obligations	\$567,234.69

9. In addition to the other amounts due to Movant reflected in this Motion, as of the date hereof, in connection with seeking the relief requested in this Motion, Movant has also incurred \$850.00 in legal fees and \$176.00 in costs. Movant reserves all rights to seek an award or allowance of such fees and costs in accordance with applicable loan documents and related agreements, the Bankruptcy Code and otherwise applicable law.

///

10. The following chart sets forth the number and amount of post-petition payments due pursuant to the terms of the Note that have been missed by the Debtor(s):

Number of Missed Payments	From	To	Monthly Payment Amount	Total Missed Payments
39	5/1/10	7/1/13	\$2,408.52	\$93,932.28
9	8/1/13	4/1/14	\$2,427.92	\$21,851.28
7	5/1/14	11/1/14	\$2,402.03	\$16,814.21
Less post-petition partial payments:				(\$1,808.90)

Total: \$130,788.87

11. As of November 10, 2014, the total post-petition arrearage/delinquency is \$130,788.87.

This is the amount necessary to cure any post-petition default on or about the date hereof.¹

12. The fair market value of the Property is \$476,000.00. The basis for such valuation is the Schedules of the Debtor(s). A true and correct copy of the Schedule "A" is attached hereto as Exhibit "D".

13. Upon information and belief, the aggregate amount of encumbrances on the Property listed in the Schedules or otherwise known, including but not limited to the encumbrances granted to Movant, is \$567,234.69.

14. Cause exists for relief from the automatic stay for the following reasons:

- (a) Movant's interest in the Property is not adequately protected and the fair market value of the Property is declining and payments are not being made to Movant sufficient to protect Movant's interest against that decline.
- (b) Post confirmation payments required by the confirmed plan have not been made to Movant.

¹ The total of missed post-petition payments for this impounded loan include any missed escrow payments. Such missed escrow payments include amounts assessed for taxes and insurance and any previously assessed escrow shortage amount (if applicable). To avoid duplication, post-petition advances (if any) made for insurance, real estate taxes, or similar charges are not listed separately to the extent such advances would have been paid from the missed escrow payments. As part of the next annual RESPA analysis, the Bank will determine whether the escrow payments assessed to the debtor (including the missed escrow payments) result in a projected escrow shortage or overage. All rights are hereby reserved to assert or request any escrow amounts in accordance with RESPA and the total post-petition arrearage/delinquency is qualified accordingly. In addition, the amounts set forth herein do not include any legal fees or expenses of counsel incurred by Movant in connection with seeking the relief requested in the Motion.

(c) Pursuant to 11 U.S.C. § 362(d)(2)(A), Debtor(s) have no equity in the Property; and pursuant to § 362(d)(2)(B), the Property is not necessary for an effective reorganization.

WHEREFORE, Movant prays that this Court issue an Order terminating or modifying the stay and granting the following:

1. Relief from the stay allowing Movant (and any successors or assigns) to proceed under applicable non-bankruptcy law to enforce its remedies to foreclose upon and obtain possession of the Property.

2. That the Order be binding and effective despite any conversion of this bankruptcy case to a case under any other chapter of Title 11 of the United States Code.

3. That the 14-day stay described by Bankruptcy Rule 4001(a) (3) be waived.

4. For such other relief as the Court deems proper.

5. That the Movant shall give Debtors at least seven business days' notice of the time, place and date of sale.

6. Movant further requests that upon entry of an order granting relief from stay, it be exempted from further compliance with Fed. Rule Bankr. P. 3002.1 in the instant bankruptcy case.

DATED this 26th day of November, 2014.

TIFFANY & BOSCO, P.A.

By:  #10235
/s/Gregory L. Wilde, Esq

GREGORY L. WILDE, ESQ.

Attorney for Movant
212 South Jones Boulevard
Las Vegas, Nevada 89107

TIFFANY & BOSCO, P.A

Gregory L. Wilde, Esq.

Nevada Bar No. 004417

212 South Jones Boulevard

Las Vegas, Nevada 89107

Telephone: 702 258-8200

Fax: 702 258-8787

nvbk@tblaw.com

Bank of America, N.A.

14-70888

UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEVADA

In Re:

A. Ellis Lincicome, Jr. and Vicenta J. Lincicome

Debtors

Bk Case No.: 10-51219-gwz

Date: December 30, 2014

Time: 10:00am

Chapter 13

[PROPOSED] ORDER TERMINATING AUTOMATIC STAY

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Automatic Stay in the above-entitled bankruptcy proceedings is terminated as to the Debtor and the Trustee in favor of Secured Creditor Bank of America, N.A., its assignees and/or successors in interest, of the subject property, generally described as 70 Riverside Drive, Dayton, NV 89403.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the Movant shall give Debtors at least seven business days' notice of the time, place and date of sale.

1
2 IT IS FURTHER ORDERED, ADJUDGED and DECREED that Movant is exempt from
3 further compliance with Fed. Bankr. Rule P. 3002.1.

4 IT IS FURTHER ORDERED, ADJUDGED and DECREED That the Order be binding and
5 effective despite any conversion of this bankruptcy case to a case under any other chapter of Title 11 of
6 the United States Code.

7
8 Submitted by:

9 TIFFANY & BOSCO, P.A

10 By: /s/Gregory L. Wilde, Esq

11 Gregory L. Wilde, Esq.

12 Attorney for Movant

13 APPROVED / DISAPPROVED

14 By: _____

Robert G. Johnston

15 Attorney for Debtor(s)

16 APPROVED / DISAPPROVED

17 By: _____

William A. Van Meter

18 Chapter 13 Trustee

EXHIBIT "A"

ADJUSTABLE RATE NOTE

(1 Year LIBOR Index - Rate Caps)
(Assumable after Initial Period)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

MAY 23, 2007
[Date]

FOLSOM, CALIFORNIA
[City] [State]

70 RIVERSIDE DRIVE
DAYTON, NV 89403
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 381,150.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is

SIERRA PACIFIC MORTGAGE COMPANY, INC., A CALIFORNIA CORPORATION

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

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

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 6.875 %. The interest rate I will pay will change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the first day of each month beginning on JULY 1, 2007

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on JUNE 1, 2037, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 193 BLUE RAVINE ROAD, SUITE 240
FOLSOM, CA 95630

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

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 2,183.67. This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of JUNE, 2017, and may change on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the one-year London Interbank Offered Rate ("LIBOR") which is the average of interbank offered rates for one-year U.S. dollar-denominated deposits in the London market, 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 which 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 QUARTER 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.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than **11.875** % or less than **2.250** %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than **TWO** percentage points (**2.000** %) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than **11.875** %.

(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 interest rate and the amount of my monthly payment before the effective date of any change. The notice will include 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.

5. BORROWER'S RIGHT TO PREPAY

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

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payment unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

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

7. BORROWER'S FAILURE TO PAY AS REQUIRED**(A) Late Charges for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of **15** calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be **5.000** % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

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

8. GIVING OF NOTICES

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

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

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

10. WAIVERS

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

11. UNIFORM SECURED NOTE

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

(A) UNTIL MY INITIAL INTEREST RATE CHANGES UNDER THE TERMS STATED IN SECTION 4 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.

(B) AFTER MY INITIAL INTEREST RATE CHANGES UNDER THE TERMS STATED IN SECTION 4 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 may also 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.

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


VICENTA LINCICOME

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

[Sign Original Only]

PAY TO THE ORDER OF
Countrywide Bank, FSB
WITHOUT RECOURSE
SIERRA PACIFIC FINANCE CO.
A CALIFORNIA CORPORATION
[Signature]

PAY TO THE ORDER OF
COUNTRYWIDE HOME LOANS, INC.
WITHOUT RECOURSE
COUNTRYWIDE BANK, FSB
BY *Laurie Meder*
LAURIE MEDER
SENIOR VICE PRESIDENT

PAY TO THE ORDER OF
WITHOUT RECOURSE
COUNTRYWIDE HOME LOANS, INC.
BY *Michelle Spindler*
MICHELLE SPINDLER
EXECUTIVE VICE PRESIDENT

INTEREST-ONLY ADDENDUM TO ADJUSTABLE RATE PROMISSORY NOTE

Loan Number:

Property Address: 10 RIVERSIDE DRIVE
DAYTON, NV 89403

THIS ADDENDUM is made this 23rd day of MAY, 2007, and is incorporated into and intended to form a part of the Adjustable Rate Note (the "Note") dated the same date as this Addendum executed by the undersigned and payable to
SIERRA PACIFIC MORTGAGE COMPANY, INC., A CALIFORNIA CORPORATION (the "Lender").

THIS ADDENDUM supersedes Sections 3(A), 3(B), 4(C) and 7(A) of the Note. None of the other provisions of the Note are changed by this Addendum.

3. PAYMENTS

(A) Time and Place of Payments

I will pay interest by making payments every month for the first 120 payments (the "Interest-Only Period") in the amount sufficient to pay interest as it accrues. I will pay principal and interest by making payments every month thereafter for the next 240 payments in an amount sufficient to fully amortize the outstanding principal balance of the Note at the end of the Interest-Only Period over the remaining term of the Note in equal monthly payments.

I will make my monthly payments on the first day of each month beginning on JULY 1, 2007. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on JUNE 1, 2037, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 193 BLUE RAVINE ROAD, SUITE 240
FOLSOM, CA 95630

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

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 2,183.67. This payment amount is based on the original principal balance of the Note. This payment amount may change.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND ONE QUARTER percentage points (2.250 %) to the Current Index for such Change Date. 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), this rounded amount will be my new interest rate until the next Change Date.

During the Interest-Only Period, the Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the accrued interest. This will be the amount of my monthly payment until the earlier of the next Change Date or the end of the Interest-Only Period unless I make a voluntary prepayment of principal during such period. If I make a voluntary prepayment of principal during the Interest-Only Period, my payment amount for subsequent payments will be reduced to the amount necessary to pay interest at the then current interest rate on the lower principal balance. At the end of the Interest-Only Period and on each Change Date thereafter, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay in full the unpaid principal that I am expected to owe at the end of the Interest-Only Period or Change Date, as applicable, in equal monthly payments over the remaining term of the Note. The result of this calculation will be the new amount of my monthly payment. After the end of the Interest-Only Period, my payment amount will not be reduced due to voluntary prepayments.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of interest during the Interest-Only Period. 5.000 % of my overdue payment of principal and interest thereafter. I will pay this late charge promptly, but only once on each late payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Addendum to Adjustable Rate Note.


VICENTA LINCICOME

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

[Sign Original Only]

EXHIBIT "C"

ASSISTANT SECRETARY CERTIFICATE

OF

BANK OF AMERICA, NATIONAL ASSOCIATION

The undersigned, Devra Lindgren, an Assistant Secretary of Bank of America, National Association (the "Association"), a national banking association organized and existing under the laws of the United States of America and having its principal place of business in the City of Charlotte, County of Mecklenburg, State of North Carolina, does hereby certify that:

1. Countrywide Document Custody Services was a division of Treasury Bank, National Association.

Effective September 6, 2005, Treasury Bank, National Association changed its name to Countrywide Bank, National Association.

Effective March 12, 2007, Countrywide Bank, National Association converted to a federal savings bank under the title of Countrywide Bank, FSB.


Effective April 27, 2009, Countrywide Bank, FSB converted back to a national banking association under the title of Countrywide Bank, National Association, and immediately thereafter, merged with and into Bank of America, National Association.

2. Effective April 27, 2009, Countrywide Home Loans Servicing LP changed its name to BAC Home Loans Servicing, LP.

Effective July 1, 2011, BAC Home Loans Servicing, LP merged with and into Bank of America, National Association.

IN WITNESS WHEREOF, I have hereupon set my hand and affixed the seal of said Association this 23rd day of May, 2012.

[SEAL]


Devra Lindgren
Assistant Secretary

DOC # 467719

11/19/2010

12 41 PM

Official Record

Requested By
ORION FINANCIAL GROUP

Lyon County - NV

Mary C. Milligan - Recorder

Page 1 of 2 Fee \$15.00

Recorded By: MFK RPTT



467719



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)

PREPARED BY & RETURN TO:

M. E. Wileman
Orion Financial Group, Inc.
2860 Exchange Blvd. # 100
Southlake, TX 76092

Assignment of Mortgage

Send Any Notices To Assignee.

For Valuable Consideration, the undersigned, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") SOLELY AS NOMINEE FOR SIERRA PACIFIC MORTGAGE COMPANY, INC. G4318 Miller Road, Flint, MI 48507 (Assignor) by these presents does assign and set over, without recourse, to BAC HOME LOANS SERVICING LP FKA COUNTRYWIDE HOME LOANS SERVICING LP 1757 TAPO CANYON ROAD, SIMI VALLEY, CA 93063 (Assignee) the described mortgage, together with certain note(s) described with all interest, all liens, any rights due or to become due thereon, executed by VICENTA LINCIOCOME, A MARRIED WOMAN to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") SOLELY AS NOMINEE FOR SIERRA PACIFIC MORTGAGE COMPANY, INC.. Said mortgage Dated: 5/23/2007 is recorded in the State of NV, County of Lyon on 5/25/2007, Record # 407150 AMOUNT: \$ 381,150.00 Property Address: 70 RIVERSIDE DRIVE, DAYTON, NV 89403

IN WITNESS WHEREOF, the undersigned corporation has caused this instrument to be executed by its proper officer. Executed on: 10-22-2010

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") SOLELY AS NOMINEE FOR SIERRA PACIFIC MORTGAGE COMPANY, INC.

By:

Michele Glavatscher
Certifying Officer

State of California, County of Ventura
On 10-22-2014, before me, the undersigned, Nichole Clavadetscher, who acknowledged that he/she
is Certifying Officer of for MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.
("MERS") SOLELY AS NOMINEE FOR SIERRA PACIFIC MORTGAGE COMPANY, INC. and that he/she
executed the foregoing instrument and that such execution was done as the free act and deed of MORTGAGE
ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") SOLELY AS NOMINEE FOR SIERRA PACIFIC
MORTGAGE COMPANY, INC. SIERRA PACIFIC MORTGAGE COMPANY, INC..



Jon Secrist
Notary public, Jon Secrist
My commission expires: 7-24-2014

MAIL TAX BILL TO:

VICENTA LINCIOCOME, A MARRIED WOMAN Property Address: 70 RIVERSIDE DRIVE, DAYTON, NV
89403

EXHIBIT "B"

I hereby affirm that this document submitted for recording does not contain a social security number.

/s/ LYNDA KLEIN

FUNDER

Recording Requested By:
SIERRA PACIFIC MORTGAGE COMPANY, INC.
280 BRINKBY STREET, SUITE 100
RENO, NV 89509

DOC # 407150

06/25/2007

04:34 PM

Official Record

Requested By
STEWART TITLE OF NEVADA

Lyon County - NV

Mary C. Milligan - Recorder

Page 1 of 20 Fee: \$58.00

Recorded By: DLW RPTT:



0407150

[Space Above This Line For Recording Data]

DEED OF TRUST

MIN:

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 **MAY 23, 2007** together with all Riders to this document.

(B) "Borrower" is **VICENTA LINCICOME, A MARRIED WOMAN**

Borrower is the trustor under this Security Instrument.

(C) "Lender" is **SIERRA PACIFIC MORTGAGE COMPANY, INC.**

Lender is a **CORPORATION** organized and existing under the laws of **CALIFORNIA**
Lender's address is **50 IRON POINT CIRCLE, STE 200, FOLSOM, CA 95630**

(D) "Trustee" is **GREENHEAD INVESTMENTS, INC., A CALIFORNIA CORPORATION**

(B) "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, Michigan 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated **MAY 23, 2007**

The Note states that Borrower owes Lender

THREE HUNDRED EIGHTY-ONE THOUSAND ONE HUNDRED FIFTY and NO/100— Dollars
(U.S. \$ **381,150.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **JUNE 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 type="checkbox"/> Planned Unit Development Rider	<input checked="" type="checkbox"/> Other(s) [specify]
<input type="checkbox"/> 1-4 Family Rider	<input type="checkbox"/> Biweekly Payment Rider	INTEREST ONLY RIDER
<input type="checkbox"/> V. A. Rider		

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

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

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

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

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

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

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

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

COUNTY of LYON :
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A."

which currently has the address of 70 RIVERSIDE DRIVE [Street],
DAYTON (City), Nevada 89403 [Zip Code] ("Property Address"):

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

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

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

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

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

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is

not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

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

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

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

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

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

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

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

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

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

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower. Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts

disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance. 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 and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

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

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

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

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

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

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

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

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses

in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

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

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

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

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

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

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

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

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute written notice of the occurrence of an event of default and of Lender's 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. \$ **MAXIMUM ALLOWED BY LAW**.

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.

Vicenta Lincicome (Seal)
VICENTA LINCICOME -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

STATE OF NEVADA,

Carson City

County ss.

This instrument was acknowledged before me on

May 23 2007

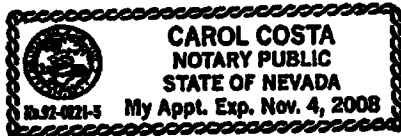
, by

Vicenta Lincicome

Carol Costa

My Commission Expires:

11-4-08



NEVADA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT with MERS
DRAW.MERS.NV.CVL.DT.13.WFF (0101DOCS\DEEDS\CVL\NV_MERS.CVL)

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

WHEN RECORDED MAIL TO:

MIP INSURING DEPARTMENT
SIERRA PACIFIC MORTGAGE COMPANY, INC.
50 IRON POINT CIRCLE, STE 200
FOLSOM, CA 95630

ADJUSTABLE RATE RIDER

**(1 Year LIBOR Index - Rate Caps)
(Assumable after Initial Period)**

THIS ADJUSTABLE RATE RIDER is made this 23rd day of MAY, 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 the Borrower's Adjustable Rate Note (the "Note") to SIERRA PACIFIC MORTGAGE COMPANY, INC., A CALIFORNIA CORPORATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

70 RIVERSIDE DRIVE
DAYTON, NV 89403

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT BORROWER'S 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. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 6.875 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of JUNE 2017, and may change on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the one-year London Interbank Offered Rate ("LIBOR") which is the average of interbank offered rates for one-year U.S.

MULTISTATE ADJUSTABLE RATE RIDER-1 Year LIBOR Index (Assumable after IP)-Single Family-Prepaid Auto Uniform Instrument

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dollar-denominated deposits in the London market, 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 which 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 QUARTER 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.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than **11.875 %** or less than **2.250 %**. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than **TWO** percentage points (**2.000 %**) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than **11.875 %**.

(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 interest rate and the amount of my monthly payment before the effective date of any change. The notice will include 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 BORROWER'S INITIAL INTEREST RATE CHANGES UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM COVENANT 18 OF THE SECURITY INSTRUMENT SHALL BE IN EFFECT 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

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 IN SECTION 4 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 may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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

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



VICENTA LINCICOME (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

[Sign Original Only]

MULTISTATE ADJUSTABLE RATE RIDER-1 Year LIBOR Index (Assumable after IP)-Single Family-Freddie Mac Uniform Instrument

DRAW.8394.ML.CVL.ARM.RIDER.5131.4.WFF (P:\OPSSHARE\0101\DOCS\RIDERS\CVL\WXP\H5131.ARM)

Form 5131 3/04
(Page 4 of 4)

INTEREST-ONLY ADDENDUM TO ADJUSTABLE RATE RIDER

Property Address: 70 RIVERSIDE DRIVE
DAYTON, NV 89403

THIS ADDENDUM is made this 23rd day of MAY, 2007, and is incorporated into and intended to form a part of the Adjustable Rate Rider (the "Rider") dated the same date as this Addendum executed by the undersigned and payable to

SIERRA PACIFIC MORTGAGE COMPANY, INC., A CALIFORNIA CORPORATION (the "Lender")

THIS ADDENDUM supersedes Section 4(C) of the Rider. None of the other provisions of the Rider are changed by this Addendum.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND ONE QUARTER percentage points (2.250 %) to the Current Index for such Change Date. 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), this rounded amount will be my new interest rate until the next Change Date.

During the Interest-Only Period, the Note Holder will then determine the amount of the monthly payment that would be sufficient to repay accrued interest. This will be the amount of my monthly payment until the earlier of the next Change Date or the end of the Interest-Only Period unless I make a voluntary prepayment of principal during such period. If I make a voluntary prepayment of principal during the Interest-Only Period, my payment amount for subsequent payments will be reduced to the amount necessary to pay interest at the then current interest rate on the lower principal balance. At the end of the Interest-Only Period and on each Change Date thereafter, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay in full the unpaid principal that I am expected to owe at the end of the Interest-Only Period or Change Date, as applicable, in equal monthly payments over the remaining term of the Note. The result of this calculation will be the new amount of my monthly payment. After the end of the Interest-Only Period, my payment amount will not be reduced due to voluntary prepayments.

INTEREST ONLY ADDENDUM TO ADJUSTABLE RATE RIDER 5/1 LIBOR ARM - MULTISTATE
DRAW.MX.CVL.ARM.IO.ADN.DM.RIDER.1.WFF (0101DOCS\RIDERS\CVL\MXIO_ADN.RID)

01/01
803F
(page 1 of 2 pages)

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


VICENTA LINCICOME (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

[Sign Original Only]

INTEREST ONLY ADDENDUM TO ADJUSTABLE RATE RIDER 5/1 LIBOR ARM - MULTISTATE
DRAW.MX.CVL.ARM.IO.ADN.M.RIDER.2.WPF (0101DOCS\RIDERS\CVL\MXIO_ADN.RID)

01/01
803F
(page 2 of 2 pages)

EXHIBIT "A"
LEGAL DESCRIPTION

The land referred to herein is situated in the State of Nevada,
County of LYON, described as follows:

LOT 42 AS SHOWN ON THE OFFICIAL MAP OF GOLD CANYON ESTATES,
PHASE 2, FILE IN THE OFFICE OF THE LYON COUNTY, NEVADA RECORDER,
ON OCTOBER 20, 2005, AS DOCUMENT NO. 365687.

EXCEPTING THEREFROM ALL THAT PORTION THEREOF, LYING BELOW THE
NATURAL ORDINARY HIGH WATER LINE OF THE CARSON RIVER.

EXHIBIT "D"In re A. ELLIS LINCICOME, JR. and VICENTA J. LINCICOME
Debtor(s)Case No. _____
(if known)**SCHEDULE A-REAL PROPERTY**

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a cotenant community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If the debtor is married, state whether the husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G-Executory Contracts and Unexpired Leases.

If an entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D. If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim."

If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

Description and Location of Property	Nature of Debtor's Interest in Property	Husband-H Wife-W Joint-J Community-C	Current Value of Debtor's Interest, in Property Without Deducting any Secured Claim or Exemption	Amount of Secured Claim
Residence at 70 Riverside Drive, Dayton, NV		J	\$ 476,000.00	\$ 381,000.00
Rental House at 2763 Carriage Crest Drive, Carson City, NV 89706		J	\$ 280,000.00	\$ 280,000.00
Lot of 4315 Drake Way, Washoe Valley, NV		J	\$ 100,000.00	\$ 100,000.00
TOTAL \$			856,000.00	

No continuation sheets attached

(Report also on Summary of Schedules.)

Exhibit 7

**United States Bankruptcy Court
District of Nevada**

Case No. ~~10-51219-gwz~~

Chapter 13

In re: (Name of Debtor)

A. ELLIS LINCICOME JR.
70 RIVERSIDE DRIVE
DAYTON, NV 89403

VICENTA J. LINCICOME
70 RIVERSIDE DRIVE
DAYTON, NV 89403

Social Security No.:

xxx-xx-2173

xxx-xx-9330

DISCHARGE OF DEBTOR AFTER COMPLETION OF CHAPTER 13 PLAN

The Court finds that the debtor filed a petition under Title 11, United States Code, on 4/6/10, that the debtor's plan has been confirmed, and that the debtor has fulfilled all requirements under the plan.

IT IS HEREBY ORDERED THAT:

1. Pursuant to 11 U.S.C. Section 1328(a), the debtor is discharged from all debts provided for by the Plan or disallowed under 11 U.S.C. Section 502, except any debt:
 - a. provided for under 11 U.S.C. Section 1322(b)(5), and on which the last payment is due after the date on which the final payment under the Plan was due;
 - b. in the nature of a domestic support obligation, as specified in 11 U.S.C. Section 523(a)(5);
 - c. for a student loan or educational benefit overpayment as specified in 11 U.S.C. Section 523(a)(8);
 - d. for a death or personal injury caused by the debtor's unlawful operation of a motor vehicle, vessel, or aircraft while intoxicated from using alcohol, a drug, or another substance, as specified in 11 U.S.C. Section 532(a)(9);
 - e. for restitution included in a sentence on the debtor's conviction of a crime, in a case commenced on or after November 15, 1990;
 - f. for a fine included in a sentence on the debtor's conviction of a crime, in a case commenced on or after October 22, 1994;
 - g. for restitution, or damages, awarded in a civil action against the debtor as a result of malicious or willful injury by the debtor that caused personal injury to an individual or the death of an individual, in a case commenced on or after October 17, 2005; or
 - h. for certain taxes to the extent not paid in full under the plan, in a case commenced on or after October 17, 2005.
2. Pursuant to 11 U.S.C. Section 1328(d), the debtor is not discharged from any debt based on an allowed claim filed under 11 U.S.C. Section 1305(a)(2) if prior approval by the Trustee of the debtor's incurring such debt was practicable and was not obtained.
3. Notwithstanding the provisions of Title 11, United States Code, the debtor is not discharged from any debt made nondischargeable by 18 U.S.C. Section 3613(f), by certain provisions of Titles 10, 37, 38, 42, and 50 of the United States Code, or by any other applicable provision of law.
4. All creditors are prohibited from attempting to collect any debt that has been discharged in this case.

Dated: 6/15/15

BY THE COURT



Mary A. Schott
Clerk of the Bankruptcy Court

Exhibit 8

April 24, 2015

Vicenta Lincicome
70 Riverside Drive
Dayton, NV 89403

Loan Number: 162304785

**You're on your way toward an
affordable mortgage payment.**

**To accept our offer, make your first
trial period payment or contact us by
05/08/2015.**

Dear Vicenta Lincicome:

Based on a careful review of your loan, we are offering you an opportunity to enter into a Trial Period Plan for a loan modification. This is the first step toward qualifying for more affordable mortgage payments or more manageable terms. It is important that you read this letter in its entirety so that you fully understand the actions you need to take to successfully complete the Trial Period Plan.

The proposed modification terms

If you successfully complete the Trial Period Plan by making the required payments, you will receive a modification with an interest rate of 4.125%, which will be fixed from the date the modification is effective. If we determine that the unpaid balance of your mortgage is more than 115% of the current value of your home, you will be eligible to have up to 30% of your principal balance deferred, and the deferred amount will not be subject to any interest rate charges. The deferred principal amount will be due and payable at the earlier of 1) the end of the term of the modified mortgage, 2) any sale or transfer of your interest in the property or 3) a refinance of your mortgage loan.

To stop the foreclosure process (suspension of foreclosure)

To prevent your loan from starting the foreclosure process or to suspend foreclosure if that process has already begun, you must notify us by 05/08/2015 of your intent to accept this trial offer through one of the following options:

- Contact us at 1.800.669.6650
- Sign and return the enclosed *Intent to Accept Trial Offer* form using the prepaid envelope provided
- Make your first trial payment by 05/08/2015, which is earlier than the scheduled due date described below

However, if you do not respond by 05/08/2015, we will continue with the foreclosure process, and a foreclosure sale may occur.

Please Note: If we do not receive your acceptance to this trial offer by one of the options above by 05/08/2015, we can only accept the first trial payment in certified funds to prevent foreclosure. This payment must still be made by the first payment due date and your remaining trial payments can be paid by check/money order or deducted directly from your checking account, if applicable.

Additionally, if you have a scheduled foreclosure sale date and take the required steps to accept this offer, Bank of America will make every effort to postpone the sale. However, in some cases, the court with jurisdiction over the foreclosure proceeding (if any) or public official charged with carrying out the sale or the investor on your loan may not halt the scheduled sale. Do not ignore any foreclosure notices.

This offer will be revoked if a foreclosure sale occurs, even if the sale occurs prior to the first trial period payment due date set forth below:

Exhibit 9

Press ENTER to Continue



Amount entered is less than the minimum allowable payment.
Payments cannot be more than \$50 below the Normal Payment
Amount. Please re-enter amount and/or Payment Type(s).

CK

Bank of America

08 01 2015

CO/CC 0336 0008259
TLR 029 FRB3210
ABA052001633

VICENTA J LINCICOME
A ELLIS LINCICOME JR.
70 RIVERSIDE DR
DAYTON, NV 89403

1088

90-78/1211

PAY TO THE
ORDER OF

Bank of America
one thousand three hundred & fifty
\$ 2,013.78



BANK OF AMERICA

Carson City Office
2976 NORTH CARSON ST.
CARSON CITY, NV 89704
1-800-488-2265

FOR

Loan # 16234785 Vicenta Lincicome

⑆ 121100782⑆ 028276287⑆ 01088

Exhibit 10



3-775-02886-0025084-006-1-000-100-000-000

VICENTA LINCICOME
70 RIVERSIDE DR
DAYTON NV 89403-9055

If you have questions or concerns about your statement, please contact us at 1-800-495-7166 between the hours of 9 a.m. - 9 p.m. CT Monday through Thursday, 9 a.m. - 5 p.m. CT Friday, and 10 a.m. - 4 p.m. CT Saturday.

Account Number 114477
Payment Due Date 09/01/2015
Amount Due **\$207,599.70**

If payment is received after 09/16/2015, \$109.18 late fee will be charged.

Property Address:
70 RIVERSIDE DR
DAYTON NV 89403

Account Information		Explanation of Amount Due	
Outstanding Principal	\$381,150.00	Principal	\$0.00
Deferred Balance	\$0.00	Interest	\$2,183.67
Current Interest Rate	8.875%	Escrow (for Taxes & Insurance)	\$230.28
Next Interest Rate Change	06/01/2017	Regular Monthly Payment	\$2,413.95
Prepayment Penalty	No	Overdue Payments	\$205,185.75
Escrow Balance	(\$20,204.11)	Total Fees Charged	\$0.00
Partial Payments are not applied to your mortgage, but instead are held in a separate unapplied account. If you pay the balance of a partial payment, the unapplied funds will then be added to your mortgage. Adverse credit reporting, late charges and property inspections may occur as a result of the delinquency.		Total Amount Due	\$207,599.70
		Past Payments Breakdown	
		Paid Year to Date	
		Principal	\$0.00
		Interest	\$0.00
		Escrow (for Taxes & Insurance)	\$0.00
		Suspense (Unapplied Funds)	\$446.28
		Fees	\$0.00
		Total	\$446.28

Delinquency Notice

You are late on your monthly payments. Failure to bring the account current may result in additional fees or expenses, and in certain instances, you may risk foreclosure. The amount needed to cure the delinquency is \$207,599.70. If you are unable to pay this amount, please call your account manager to explore your options.

As of August 10, 2015, you are 2565 days delinquent on your mortgage loan.

- Payment Due: 03/01/2015 Unpaid balance of \$2,413.95
- Payment Due: 04/01/2015 Unpaid balance of \$2,413.95
- Payment Due: 05/01/2015 Unpaid balance of \$2,413.95
- Payment Due: 06/01/2015 Unpaid balance of \$2,413.95
- Payment Due: 07/01/2015 Unpaid balance of \$2,413.95
- Payment Due: 08/01/2015 Unpaid balance of \$2,413.95

Total **\$207,599.70** - You must pay this amount to bring your loan current.

If you are experiencing financial difficulty, see back for information about home ownership counseling.

DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT

FAY SERVICING

VICENTA LINCICOME

Account Number	Due Date	Regular Payment	Past Due	Payments Due	Other Amounts
114477	09/01/2015	\$2,413.95	\$205,185.75	85	\$0.00

FAY SERVICING

P.O. Box 3187
Carol Stream, IL 60132-3187

Amount Due	
Due By 09/01/2015:	\$207,599.70
<i>If payment is received after 09/16/2015, \$109.18 late fee will be charged.</i>	
Additional Principal	\$
Additional Escrow	\$
Total Amount Enclosed	\$

Important Information To Help Us Serve You Better

Payments Online

www.fayservicing.com

Payments via Overnight or Express Mail

Fay Servicing
Attn: Payment Processing
440 S. LaSalle, Suite 2000
Chicago, IL 60605

Correspondence

Fay Servicing
P.O. Box 809441
Chicago, IL 60680-9441

Payments cannot be made in person at this location.

Remember to include your name and account number on all payment remittances and written correspondence.

Payments by Phone

Fay Servicing's Pay-by-phone option makes it possible to make your loan payment by using your touchtone telephone. This service is available to you 24 hours a day, 7 days a week. Simply call the toll-free number below to perform real-time, confidential mortgage payment transactions. And you can call as often as you like, there's no charge for the call or transaction.

Payments Online

Fay Servicing Online Mortgage Payment, free with your online account, can save you time and money with the click of a mouse. Pay your mortgage online and skip paper checks and stamps. Set up your payment in minutes. (Return each month to make your payments, or set up automated recurring payments for convenience.)

MoneyGram Express Payment

MoneyGram ExpressPayment ensures same-day delivery of your payment to Fay Servicing. Visit your local MoneyGram Agent. Call 1-800-926-9400 to locate the one nearest you. Complete the ExpressPayment form, providing your name and Fay Servicing loan number. The Fay Servicing Receive Code is 15055. All ExpressPayment transactions require cash. The agent will charge a fee for this service. Fay Servicing does not charge a fee for this service.

Activity Since Your Last Statement (07/10/2015 - 08/10/2015)

Date	Description	Charges	Payments
08/08/15	CORP ADVANCE ADJUST	\$998.63	
08/08/15	FUNDS APPLIED		\$446.28

Qualified Written Requests must be submitted to Fay Servicing, LLC, 901 S. 2nd St., Suite 201, Springfield, Illinois 62704.

HUD-approved housing counselors are available at <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm> or by calling 1-800-569-4287.

Notice of Error or Information Request:

If you believe there has been an error with the account or you require additional information, you may send a written Notice of Error or Information Request. All Notices of Error or Information Requests must be sent in writing to the address listed below, as this is our exclusive address under Federal Law for these matters. If you send your correspondence to any other address, it may not be processed in accordance with Federal law. Please submit to Fay Servicing, LLC, 901 S.2nd St., Suite 201, Springfield, Illinois 62704-7909.

Fay Servicing is a debt collector, and information you provide to us will be used for that purpose. To the extent your original obligation was discharged, or is subject to an automatic stay under the United States Bankruptcy Code, this is being provided for informational purposes only and does not constitute an attempt to collect a debt or impose personal liability. Our office hours are Monday-Thursday 9 a.m. - 9 p.m. Friday 9 a.m. - 5 p.m., and Saturday 10 a.m. - 4 p.m. CST. Call today: 1-800-495-7166. NMLS ID#88244. NC residents: Fay Servicing, LLC, NC Permit Number 112302, 440 S. LaSalle St., Suite 2000, Chicago, IL 60605-6011.

Be sure to check box on reverse. Please print.

Account Number: _____

Borrower: _____ Co-borrower: _____

Street: _____

City/State/Zip Code: _____

Home Phone: _____ Other Phone: _____

Borrower email: _____ Co-borrower e-mail: _____

Borrower signature: _____ Co-borrower signature: _____

00238

Exhibit 11

DOC# 572258

11/03/2017

10:29AM

Official Record

Requested By
SERVICELINK TITLE AGENCY INC.

Lyon County - NV

Dawna L. Warr - Recorder

Page: 1 of 6

Fee: \$288.00

Recorded By BKC

RPTT: \$0.00

APN: 029-401-17

WHEN RECORDED MAIL TO:

Sables, LLC

c/o Zieve Brodnax & Steele

3753 Howard Hughes Parkway, Suite 200

Las Vegas, Nevada 89169



0572258

TS No. : 16-42397

**NOTICE OF BREACH AND DEFAULT AND OF ELECTION TO
SELL THE REAL PROPERTY UNDER DEED OF TRUST**

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION, and you may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five (5) business day prior to the date set for the sale of your property pursuant to NRS 107.080. No sale date may be set until three months from the date this Notice of Default may be recorded (which date of recordation appears on this notice). This amount is **\$265,572.39** as of **10/31/2017** and will increase until your account becomes current.

NOTICE IS HEREBY GIVEN THAT: SABLES, LLC, a Nevada limited liability company is either the original trustee, or the duly appointed substituted Trustee, or acting as agent for the Trustee or the Beneficiary under a under a Deed of Trust dated **5/23/2007**, executed by **VICENTA LINCICOME, A MARRIED WOMAN**, as trustor to secure obligations in favor of **Mortgage Electronic Registration Systems, Inc., as nominee for SIERRA PACIFIC MORTGAGE COMPANY, INC.** Its successors and assigns, as Beneficiary, recorded **5/25/2007**, instrument no. **407150** The subject Deed of Trust was modified by **Loan Modification Agreement** recorded as Instrument **475808** and recorded on **5/4/2011** of Official Records in the office of the County recorder of **Lyon, County, Nevada** securing, among other obligations including

One note(s) for the Original sum of **\$381,150.00**, that the beneficial interest under such Deed of Trust and the obligations secured hereby are presently held by Beneficiary; that a breach of and default in the obligations for which such Deed of Trust is security has occurred or that payment has not been made of:

The monthly installment which became due on 9/1/2008, along with late charges, and all subsequent monthly installments.

You are responsible to pay all payments and charges due under the terms and conditions of the loan documents which come due subsequent to the date of this notice, including, but not limited to; foreclosure trustee fees and costs, advances and late charges.

Furthermore, as a condition to bring your account in good standing, you must provide the undersigned with written proof that you are not in default on any senior encumbrance and provide proof of insurance.



T.S. No.: 16-42397

Nothing in this Notice of Default should be construed as a waiver of any fees owing to the beneficiary under the Deed of Trust, pursuant to the terms and provisions of the loan documents.

That by reason thereof the present Beneficiary under such deed of Trust has executed and delivered to said duly appointed Trustee a written Declaration of Default and Demand for Sale and has deposited with said duly appointed Trustee such Deed of Trust and all documents evidencing obligations secured thereby and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

NOTICE

You may have the right to cure the default hereon and reinstate the one obligation secured by such Deed of Trust above described. Section NRS 107.080 permits certain defaults to be cured upon the Payment of the amounts required by that statutory section without requiring payment of that portion of principal and interest which would not be due had no default occurred. As to owner occupied property, where reinstatement is possible, the time to reinstate may be extended to 5 days prior to the date of sale pursuant to NRS 107.080. The Trustor may have the right to bring a court action to assert the nonexistence of a default or any other defense of Trustor to acceleration and Sale.

To determine if reinstatement is possible and the amount, if any, to cure the default, contact:

PROF-2013-M4 Legal Title Trust, by U.S. Bank National Association, as Legal Title Trustee
c/o Fay Servicing, LLC
c/o SABLES, LLC, a Nevada limited liability company
3753 Howard Hughes Parkway, Suite 200
Las Vegas, NV 89169
Beneficiary Phone: 800-495-7166
Trustee Phone: (702) 664-1774

To reach a person with authority to negotiate a loan modification on behalf of the lender:

Lauren Jowers
800-495-7166

Property Address: 70 RIVERSIDE DRIVE, DAYTON, Nevada 89403

If you have any questions, you should contact a lawyer or the governmental agency that may have insured your loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure.

REMEMBER, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.

Attached hereto and incorporated herein by reference is the Affidavit of Authority in Support of Notice of Default and Election to Sell pursuant to NRS 107.080.



572258

11/03/2017
3 of 6

T.S. No.: 16-42397

You may wish to consult a credit counseling agency to assist you. The Department of Housing and Urban Development (HUD) can provide you with names and addresses of local HUD approved counseling agency by calling their approved Local Housing Counseling Agency toll free number: (800) 569-4287 or you can go to HUD's website: <http://portal.hud.gov>.

Dated: 11/1/2017

SABLES, LLC, a Nevada limited liability company, as Trustee
Sables, LLC
c/o Zieve Brodnax & Steele
3753 Howard Hughes Parkway, Suite 200
Las Vegas, Nevada 89169
(702) 948-8565


Michael Busby, Trustee Sale Officer

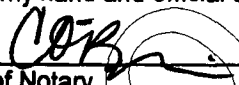
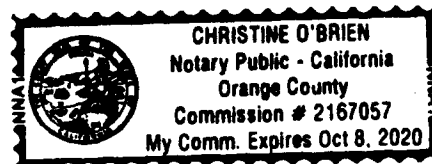
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of CALIFORNIA
County of ORANGE

On 11/1/2017, before me, Christine O'Brien, personally appeared Michael Busby 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 of Notary

**Affidavit of Authority**

(Nevada Revised Statute §107.080 as amended effective June 1, 2013)

Re: TS# 16-42397

Borrower Name: VICENTALINCICOME

Property Address: 70 RIVERSIDE DRIVE
DAYTON, Nevada 89403

I, Veronica Talley, am the Foreclosure Specialist at Fay Servicing, LLC, the current servicer for the beneficiary of the deed of trust described in the notice of default and election to sell to which this affidavit is attached ("Deed of Trust"). The following facts are based upon my personal review of documents that are of public record in the State of Nevada and personal knowledge acquired by my personal review of the business records of the beneficiary, which are within my custody and control. The business records of the beneficiary contain entries made in the ordinary course of business at or about the time the events reflected therein occurred.

- 1(a). The full name and business address of the current trustee of record for the Deed of Trust is **Sables LLC, a Nevada Limited Liability Company, 3753 Howard Hughes Parkway, Suite 200, Las Vegas, Nevada 89169**
- 1(b). The full name and business address of the current holder of the Note secured by the Deed of Trust is **PROF-2013-M4 Legal Title Trust, by U.S. Bank National Association, as Legal Title Trustee 60 Livingston Ave EP-MN-WS3D St. Paul MN 55107, Attn: Structured Finance Services – PROF**
- 1(c). The full name and business address of the current beneficiary for the obligation or debt secured by the Deed of Trust is **PROF-2013-M4 Legal Title Trust, by U.S. Bank National Association, as Legal Title Trustee 60 Livingston Ave EP-MN-WS3D St. Paul MN 55107, Attn: Structured Finance Services – PROF**
- 1(d). The full name and business address of the current servicer for the obligation secured by the Deed of Trust is **Fay Servicing, LLC, 440 S. LaSalle St., Suite 2000, Chicago, IL 60605**
2. From my review of the documents of public record and the business records of the current beneficiary and a title guaranty or title insurance issued by a title insurer or title agent authorized to do business in this State pursuant to Chapter 692A of the NRS, the name of each assignee and each recorded assignment of the Deed of Trust.
- 2(a). Assignee Name: **PROF-2013-M4 Legal Title Trust, by U.S. Bank National Association, as Legal Title Trustee**
Instrument and Recording Information: **Assignment of Deed of Trust recorded on 11/25/2016 Instrument No. 544042**
- 2(b). Assignee Name: **Bank of America, N.A. Successor by Merger to BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing, LP**
Instrument and Recording Information: **Corporation Assignment of Deed of Trust recorded on 08/15/2011 Instrument No. 480360**
- 2(c). Assignee Name: **Bank of America, N.A. Successor by Merger to BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing, LP**
Instrument and Recording Information: **Assignment of Mortgage recorded on 11/10/2010 Instrument No 467719**
3. The current beneficiary under the Deed of Trust, the successor in interest of the beneficiary or the trustee is in actual or constructive possession of the note secured by the Deed of Trust.
4. From my review of the documents of public record and the business records of the current beneficiary, the current trustee has authority to exercise the power of sale with respect to the property



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encumbered by the Deed of Trust, pursuant to instruction from the current beneficiary of record and current holder of the note secured by the Deed of Trust.

5. From my review of the documents of public record and the business records of the current beneficiary, the beneficiary, servicer of the obligation, or an attorney of the beneficiary or servicer has sent to VICENTA LINCICOME, a written statement of: (I) the amount of payment required to make good the deficiency in performance of payment, avoid the exercise of the power of sale and reinstate the terms and conditions of the underlying obligation or debt existing before the deficiency in performance or payment, as of the date of the statement; (II) the amount in default; (III) the principal amount of the obligation or debt secured by the deed of trust; (IV) the amount of accrued interest and late charges; (V) a good faith estimate of all fees imposed in connection with the power of sale; and (VI) contact information for obtaining the most current amounts due and the local or toll-free telephone number that VICENTA LINCICOME may call to receive the most current amounts due and a recitation of the information in this affidavit.

6. The borrower or obligor of the loan secured by the Deed of Trust may call Fay Servicing, LLC at 800-495-7166 to receive the most current amounts due and a recitation of the information contained in this Affidavit.

I declare under penalty of perjury of the laws of the State of Nevada that the foregoing is true and correct and that this Affidavit was executed on October 5, 2016.

By: **Fay Servicing, LLC , its attorney in fact**

Veronica Talley

(Print Name)

(Signature)

Foreclosure Specialist IV

(Title)

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 Texas

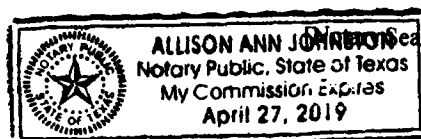
County of Denton

On October 5th 2016 before me, Allison Ann Johnston, Notary Public, personally appeared, Veronica Talley, 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 that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature





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Declaration of Mortgage Servicer Pursuant to NR 107.510

T.S. Number: 16-42397
Borrower(s): VICENTA LINCICOME
Mortgage Servicer: Fay Servicing, LLC
Property Address: 70 RIVERSIDE DRIVE
DAYTON, Nevada 89403

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

1. ☒ The mortgage servicer has contacted the borrower pursuant to NRS 107.510 (2), to "assess the borrower's financial situation and to explore options for the borrower to avoid a foreclosure sale". Thirty (30) days, or more, have passed since the initial contact was made.
2. ☐ The mortgage servicer has exercised due diligence to contact the borrower pursuant to NRS 107.510 (5), to "assess the borrower's financial situation and explore options for the borrower to avoid foreclosure". Thirty (30) days, or more, have passed since these due diligence efforts were satisfied.
3. ☐ No contact was required by the mortgage servicer because the individual(s) did not meet the definition of "borrower" pursuant to NRS 107.410.
4. ☐ During the preceding annual reporting period, the Lender has foreclosed on 100 or fewer real properties located in this state and therefore, pursuant to NRS 107.460, the provisions of NRS 107.400 to 107.560, inclusive, do not apply.
5. ☐ The loan is not a "residential mortgage loan" as defined in NRS 107.450.

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

Dated: 4-5-2016

By: 

Exhibit 12

AFFIDAVIT OF VICENTA LINCICOME

STATE OF NEVADA)
)ss.
COUNTY OF DOUGLAS)

I, Vicenta Lincicome, being first duly sworn, under penalty of perjury, hereby state as follows:

1. In May of 2007, my husband Ellis Lincicome and I purchased a home located at 70 Riverside Drive, Dayton, Nevada 89403. In order to qualify for the loan, Sierra Pacific requested that my husband, Ellis Lincicome (hereinafter referred to as "Ellis"), make a withdrawal of \$80,000 from his 401K retirement plan to be contributed as part of the down payment of the home purchase.

2. On May 23, 2007, I executed a Promissory Note in favor of Sierra Pacific, and also a Deed of Trust in favor of Mortgage Electronic Registration Systems, Inc. (hereinafter referred to as "MERS"), as the nominee for Sierra Pacific to secure the mortgage loan.

3. In or about March of 2008, Ellis and I (hereafter collectively referred to as "we") learned that we had incurred a tax bill of nearly \$20,000 for having taken the \$80,000 distribution from Ellis's 401k. Because of the additional tax burden as well as our other debts and liabilities, we were unable to make our June 1, 2008, mortgage payment.

4. After receiving a Notice of Default in early 2009, we began the process of applying for a mortgage workout with Bank of America. On July 11, 2009, Bank of America sent me a *Loan Modification Agreement* which provided terms extending the maturity date of the loan to August 1, 2049, and, as of August 1, 2009, the interest rate applicable to our loan would be reduced from the current rate of 6.875% to 4.875%. The Loan Modification Agreement provided that on September 1, 2014, the interest rate would increase to 5.375%. Under the Agreement all arrears were to be capitalized as of September 1, 2009.

5. On July 31, 2009, I signed the Loan Modification Agreement and sent it to Bank of America by Federal Express in the reusable Fed-Ex envelope that was provided with the loan modification package.

1 6. On September 1, 2009, Ellis and I travelled to the Bank of America branch
2 located in Carson City to make our first payment under the Loan Modification Agreement.
3 The banker assisting us was a young woman named Crystal. After searching for information
4 concerning our loan, Crystal could not find any record of the Loan Modification Agreement in
5 the system. The payment was accepted to be credited against our loan once the Loan
6 Modification Agreement was entered into Bank of America's system. Crystal asked us to
7 contact Bank of America customer service and request a coupon book that would reference
8 the modified loan.

9 7. Later that day, September 1, 2009, I contacted Bank of America Customer
10 Service and was told to go to the Customer Assistance Center located on Rose Drive in Reno,
11 Nevada. We were assisted by Manager Barbara Keady. Ms. Keady informed us that Bank of
12 America would investigate the status of the Loan Modification Agreement. We showed Ms.
13 Keady a signed copy of the Loan Modification Agreement.

14 8. On or about October 1, 2009, I again travelled to the Carson City branch for
15 Bank of America to make the second payment on the Loan Modification Agreement. This
16 time the banker, a middle-aged woman, refused the payment and indicated that there was
17 no record of the existence of the Loan Modification Agreement in Bank of America's
18 computer system and would not accept the payment. She informed me that she had nothing
19 to apply the payment to other than the original loan.

20 9. From October 1, 2009 to December of 2011, we continued to contact Bank of
21 America by phone to check on the status of the Loan Modification Agreement so that we
22 could make payments. Each time, Bank of America informed us that the matter was being
23 investigated.

24 10. During a phone call with Bank of America that occurred on March 12, 2010, the
25 customer service agent encouraged me to seek help from the Department of Housing and
26 Urban Development's (HUD) Financial Guidance Center.

27 11. In April of 2010, we met with HUD Counselor Lucy Powell, who assisted us with
28 the design of an action plan, which included the filing of a Chapter 13 Bankruptcy petition to

1 cure the arrearage with Bank of America that would have accrued since the Loan
2 Modification Agreement was signed, and also to force Bank of America to find and recognize
3 the Loan Modification Agreement.

4 12. We filed a petition for Chapter 13 Bankruptcy protection before the United
5 States Bankruptcy Court, District of Nevada, on April 6, 2010, under Case No. 10-51219,
6 and therein listed Bank of America as a secured creditor.

7 13. On May 4, 2011, unbeknownst to us at the time, Bank of America recorded a
8 fully executed copy of the July 11, 2009, Loan Modification Agreement with the office of the
9 Lyon County Recorder, as Document No. 475808. We remained unaware of the fact that the
10 Loan Modification Agreement had been found and executed by Bank of America until 2017.

11 14. On or about April 24, 2015, Bank of America accepted a loan modification
12 application from us and required that we complete three trial modification payments before
13 we could move forward with permanently modifying our mortgage loan.

14 15. The April 24, 2015 loan modification notice provided that upon completion of
15 the trial payments, our mortgage would be extended to May 1, 2055, that the interest rate
16 would be reduced to 4.125%, and that if it was determined that the unpaid balance of our
17 mortgage exceeded 115% of the current value of our home, we would be eligible to have up
18 to 30% of our principal balance deferred and not be subject to interest.

19 16. We made the first two payments timely. However, on August 1, 2015, while
20 attempting to make the third trial payment to Bank of America, we were informed that our
21 loan had been transferred to Fay Servicing. We called Fay Servicing that same day, August
22 1, 2015, to make payment and spoke with account manager Rosalind Jackson. Ms. Jackson
23 informed us that Fay Servicing does not honor Bank of America trial modifications.

24 17. We were devastated when neither Bank of America nor Fay Servicing would
25 accept our payment and that Fay Servicing would not honor Bank of America's April 24,
26 2015 loan modification offer.

27 //

28 //

18. In 2016, we applied for the Home Affordable Modification Program (HAMP) modification through Fay Servicing. Fay Servicing informed us that we only qualified for a HAFA Short Sale. We appealed Fay Servicing's denial of our qualification for HAMP.

19. On September 7, 2016, Fay Servicing sent us a response to our appeal of our denial therein indicating that we did not have sufficient income to qualify for a modification, and also that we were not qualified for the HAMP Unemployment Program (HAMP UP) "because the property is not your primary residence." We have continuously used and claimed our home located at 70 Riverside Drive, Dayton, Nevada, as our residence since our purchase of the Property in 2007.

20. After being denied, we reached out to Senator Harry Reid's office for help, and thereafter, Fay Servicing offered us a trial modification at \$2,528.86 per month. After completion of the three trial payments, Fay Servicing sent us the final modification agreement.

21. Upon reviewing the agreement, we realized that we could not accept the modification because it would leave us in a terrible financial position, and would likely result in a default.

22. We have searched our files and records and were not ever provided with a notice that accurately complies with the requirements of NRS 107.500(1)(b)(1).

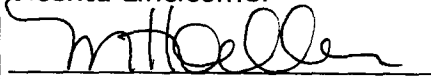
23. We believe that because neither Bank of America nor Fay Servicing has applied the terms of the Loan Modification Agreement, that the amount stated owed is incorrect for having accrued at a higher interest rate than that reflected in the Agreement.

Further Affiant sayeth naught.


Vicenta Lincicome

State of Nevada)
)ss.
County of Douglas)

This instrument was sworn to before me on the 6th day of November, 2018, by Vicenta Lincicome.


Notary Public

