

IN THE SUPREME COURT OF THE STATE OF NEVADA

U.S. BANK, NATIONAL ASSOCIATION AS TRUSTEE FOR MERRILL
LYNCH MORTGAGE INVESTORS TRUST, MORTGAGE LOAN ASSET-
BACKED CERTIFICATES, SERIES 2005-A8, Appellant, Elizabeth A. Brown
Electronic Filed Jun 15 2020 12:29 p.m.
Docket of Supreme Court

vs.

SFR INVESTMENTS POOL 1, LLC, Respondent.

CASE NO.: 79235

District Court Case No.: A739867C

Appeal from the Eighth Judicial District Court In and For the County of Clark
The Honorable Joanna A. Kishner, District Court Judge

JOINT APPENDIX – VOLUME I

WRIGHT, FINLAY & ZAK, LLP

Christina V. Miller, Esq.

Nevada Bar No. 12448

Lindsay D. Robbins, Esq.

Nevada Bar No. 13474

7785 W. Sahara Ave., Suite 200

Las Vegas, Nevada 89117

(702) 475-7964; Fax: (702) 946-1345

cmiller@wrightlegal.net

*Attorneys for Appellant, U.S. Bank, National Association As Trustee For Merrill
Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series
2005-A8*

DOCUMENT	VOL	BATES
Affidavit of Service	I	JA00063
Affidavit of Service	I	JA00138
Affidavit of Service	I	JA00139
Affidavit of Service	I	JA00140
Amended Proposed Findings of Fact and Conclusions of Law	XII	JA02268- JA02283
Bench Memorandum Regarding Whether Defendant is a Bona Fide Purchase is Irrelevant	X	JA01939- JA01943
Complaint	I	JA00001- JA00062
Court's Trial Exhibit 1 - Alessi & Koenig Fax Dated 7-11-12 from Ryan Kerbow to A. Bhame Re: 7868 Marbledoe Ct./HO #18842	X	JA01896- JA01897
Court's Trial Exhibit 2 – Excerpts of Deposition of Ortwerth Dated 6/14/18	X	JA01898- JA01899
Defendant Antelope Homeowners' Association's Answer and Affirmative Defenses	III	JA00434- JA00443
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Joint Trial Exhibit 1 - Declaration of Covenants, Conditions and Restrictions for Antelope Homeowners' Association	III	JA00523- JA00585
Joint Trial Exhibit 2 - Second Amendment to the Declaration of Covenants, Conditions, and Restrictions for Antelope Homeowners' Association	III	JA00586- JA00588
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DOCUMENT	VOL	BATES
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Joint Trial Exhibit 12 - Notice of Trustee's Sale	IV	JA00666
Joint Trial Exhibit 13 - Notice of Trustee's Sale	IV	JA00667
Joint Trial Exhibit 14 - Notice of Trustee's Sale	IV	JA00668
Joint Trial Exhibit 15 - Trustee's Deed Upon Sale	IV	JA00669- JA00670
Joint Trial Exhibit 16 - Release of Notice of Delinquent Assessment Lien	IV	JA00671
Joint Trial Exhibit 17 - Rescission of Election to Declare Default	IV	JA00672- JA00673
Joint Trial Exhibit 18 - Notice of Delinquent Violation Lien	IV	JA00674- JA00675
Joint Trial Exhibit 19 - Request for Notice Pursuant to NRS 116.31168	IV	JA00676- JA00678
Joint Trial Exhibit 20 - Notice of Lis Pendens	IV	JA00679- JA00682
Joint Trial Exhibit 21 - Letter from Miles, Bauer, Bergstrom & Winters, LLP to Henry Ivy	IV	JA00683- JA00685
Joint Trial Exhibit 22 - Letter from Miles, Bauer, Bergstrom & Winters, LLP to Antelope Homeowners Association	IV	JA00686- JA00687
Joint Trial Exhibit 23 - Correspondence from Alessi & Koenig to Miles, Bauer, Bergstrom & Winters, LLP	IV	JA00688- JA00694

DOCUMENT	VOL	BATES
Joint Trial Exhibit 24 - Letter from Miles, Bauer, Bergstrom & Winters, LLP to Alessi & Koenig, LLC	IV	JA00695- JA00697
Joint Trial Exhibit 25 - Correspondence regarding corrected ARM Note	IV	JA00698
Joint Trial Exhibit 26 - Affidavit of Lost Note	IV	JA00699- JA00708
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Joint Trial Exhibit 29 - Deed of Trust, Note, and Lost Note Affidavit (Part 1)	V	JA00719- JA00968
Joint Trial Exhibit 29 - Deed of Trust, Note, and Lost Note Affidavit (Part 2)	VI	JA00969- JA00984
Joint Trial Exhibit 30 - Alessi & Koenig, LLC Collection File	VI	JA00985- JA01160
Joint Trial Exhibit 31 - Affidavit of Doug Miles and Backup	VI	JA01161- JA01181
Joint Trial Exhibit 31a – Excerpt of Affidavit of Doug Miles and Backup	VI	JA01182- JA01183
Joint Trial Exhibit 32 - Title Insurance Documents – First American Title Insurance Company – NV08000274-11/IVY	VI	JA01184- JA01194
Joint Trial Exhibit 33 - Title Insurance Policy – North American Title Insurance Company	VI	JA01195- JA01211
Joint Trial Exhibit 34 - Corporate Assignment of Deed of Trust	VI	JA01212- JA01213
Joint Trial Exhibit 35 - Trustee's Sale Guarantee	VII	JA01214- JA01224
Joint Trial Exhibit 36 - Bank of America, N.A.'s Payment History	VII	JA01225- JA01237
Joint Trial Exhibit 37 - Greenpoint's Payment History	VII	JA01238- JA01248
Joint Trial Exhibit 38 - Bank of America, N.A.'s Servicing Notes	VII	JA01249- JA01261

DOCUMENT	VOL	BATES
Joint Trial Exhibit 39 - Copy of Promissory Note and Allonges	VII	JA01262- JA01277
Joint Trial Exhibit 40 - Pooling and Servicing Agreement	VIII	JA01278- JA01493
Joint Trial Exhibit 41 - Mortgage Loan Schedule for PSA	VIII	JA01494- JA01512
Joint Trial Exhibit 42 - Corporate Assignment of Deed of Trust	VIII	JA01513- JA01514
Joint Trial Exhibit 43 - Acknowledgement of Inspection of the Original Collateral File	IX	JA01515- JA01620
Joint Trial Exhibit 44 - Antelope Homeowners Association's Initial Disclosures and all Supplements	IX	JA01621- JA01737
Joint Trial Exhibit 45 - Exhibit 1 to Deposition of David Alessi – Subpoena for Deposition of N.R.C.P. 30(b)(6) Witness for Alessi & Koenig, LLC	IX	JA01738- JA01746
Joint Trial Exhibit 46 - Exhibit 2 to Deposition of David Alessi – Account Ledger	IX	JA01747- JA01751
Joint Trial Exhibit 47 - Exhibit 3 to Deposition of David Alessi – Notice of Delinquent Assessment (Lien)	IX	JA01752
Joint Trial Exhibit 48 - Exhibit 4 to Deposition of David Alessi – Notice of Delinquent Violation Lien	IX	JA01753- JA01754
Joint Trial Exhibit 49 - Exhibit 5 to Deposition of David Alessi – Notice of Default and Election to Sell Under Homeowners Association Lien	IX	JA01755
Joint Trial Exhibit 50 - Exhibit 6 to Deposition of David Alessi – Notice of Trustee's Sale	IX	JA01756
Joint Trial Exhibit 51 - Exhibit 7 to Deposition of David Alessi – Second Notice of Trustee's Sale	IX	JA01757
Joint Trial Exhibit 52 - Exhibit 8 to Deposition of David Alessi – Third Notice of Trustee's Sale	IX	JA01758
Joint Trial Exhibit 53 - Exhibit 9 to Deposition of David Alessi – Request for Payoff by Miles Bauer	IX	JA01759- JA01760
Joint Trial Exhibit 54 - Exhibit 10 to Deposition of David Alessi – Response to Miles Bauer Payoff Request	X	JA01761- JA01767

DOCUMENT	VOL	BATES
Joint Trial Exhibit 55 - Exhibit 11 to Deposition of David Alessi – Letter by Miles Bauer	X	JA01768- JA01770
Joint Trial Exhibit 56 - Exhibit 12 to Deposition of David Alessi – Trustee’s Deed Upon Sale	X	JA01771- JA01772
Joint Trial Exhibit 57 - Exhibit 1 to Deposition of David Bembas – Notice of Taking Deposition of SFR Investments Pool 1, LLC	X	JA01773- JA01778
Joint Trial Exhibit 58 - Exhibit 2 to Deposition of David Bembas – Notice of Delinquent Assessment (Lien)	X	JA01779
Joint Trial Exhibit 59 - Exhibit 3 to Deposition of David Bembas – Notice of Default and Election to Sell Under Homeowners Association Lien	X	JA01780
Joint Trial Exhibit 60 - Exhibit 4 to Deposition of David Bembas – Notice of Trustee’s Sale	X	JA01781
Joint Trial Exhibit 61 - Exhibit 5 to Deposition of David Bembas – Notice of Trustee’s Sale	X	JA01782
Joint Trial Exhibit 62 - Exhibit 6 to Deposition of David Bembas – Notice of Trustee’s Sale	X	JA01783
Joint Trial Exhibit 63 - Exhibit 7 to Deposition of David Bembas – Letter Dated 10-11-11	X	JA01784- JA01785
Joint Trial Exhibit 64 - Exhibit 8 to Deposition of David Bembas – Letter Dated 12-16-11	X	JA01786- JA01788
Joint Trial Exhibit 65 - Exhibit 9 to Deposition of David Bembas – Trustee’s Deed Upon Sale	X	JA01789- JA01790
Joint Trial Exhibit 66 - Antelope Homeowners Association’s Answers to Plaintiff U.S. Bank’s Interrogatories	X	JA01791- JA01809
Joint Trial Exhibit 67 - Antelope Homeowners Association’s Answers To Plaintiff U.S. Bank’s Requests for Admission	X	JA01810- JA01825
Joint Trial Exhibit 68 - Antelope Homeowners Association’s Answers To Plaintiff U.S. Bank’s Request for Production of Documents	X	JA01826- JA01845
Joint Trial Exhibit 69 - SFR Investments Pool 1, LLC'S Objections And Answers To Plaintiff, U.S. Bank’s Interrogatories	X	JA01846- JA01857

DOCUMENT	VOL	BATES
Joint Trial Exhibit 70 - SFR Investments Pool 1, LLC'S Objections And Answers To Plaintiff, U.S. Bank's Requests for Admissions	X	JA01858- JA01870
Joint Trial Exhibit 71 - SFR Investments Pool 1, LLC'S Objections And Answers To Plaintiff, U.S. Bank's Request for Production of Documents	X	JA01871- JA01882
Joint Trial Exhibit 72 - Email Re: URGENT WIRE REQUEST: Status Update re: 10- H1715 (1st) De Vera Relevance, Hearsay, Authenticity, and Foundation	X	JA01883- JA01888
Joint Trial Exhibit 73 - BANA's Written Policies and Procedures Re: Homeowners Association (HOA) Matters – Pre-Foreclosure Relevance, Hearsay, Authenticity, and Foundation	X	JA01889- JA01893
Joint Trial Exhibit 74 – Alessi & Koenig Fax Dated 7-11-12 from Ryan Kerbow to A. Bhame Re: 7868 Marbledoe Ct./HO #18842	X	JA01894- JA01895
Notice of Appeal	XIII	JA02341- JA02366
Notice of Entry of Findings of Fact and Conclusions of Law and Judgment	XII	JA02319- JA02340
Notice of Entry of Order	I	JA00131- JA00137
Notice of Entry of Order	III	JA00426- JA00433
Notice of Entry of Order	X	JA01974- JA01983
Notice of Entry of Order Granting SFR's Counter-Motion to Strike and Granting in Part and Denying in Part SFR's Motion for Summary Judgment	III	JA00469- JA00474
Notice of Entry of Stipulation and Order	II	JA00267- JA00274
Notice of Entry of Stipulation and Order	X	JA01959- JA01966
Notice of Entry of Stipulation and Order Dismissing Henry E. Ivy and Freddie S. Ivy Without Prejudice	II	JA00361- JA00367

DOCUMENT	VOL	BATES
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Notice to Adverse Parties and to the Eighth Judicial District Court of Remand of Previously-Removed Case to this Court	II	JA00141- JA00262
Objections to U.S. Bank's Amended Pre-Trial Disclosures	III	JA00475- JA00479
Order Denying Defendant's Motion to Dismiss Plaintiff's Complaint Pursuant to NRCP 12(b)(6)	I	JA00126- JA00130
Order Denying The Antelope Homeowners' Association's Motion to Dismiss	III	JA00390- JA00393
Order Granting SFR's Counter-Motion to Strike and Granting in Part and Denying in Part SFR's Motion for Summary Judgment	III	JA00465- JA00468
Proposed Findings of Fact and Conclusions of Law	III	JA00480- JA00488
Recorders Transcript of Bench Trial – Day 1	XIII	JA02484- JA02575
Recorders Transcript of Bench Trial – Day 2	XIV	JA02576- JA02743
Recorders Transcript of Bench Trial – Day 3	XV	JA02744- JA02908
Recorders Transcript of Bench Trial – Day 4	XI	JA01984- JA02111
Recorders Transcript of Bench Trial – Day 5	XII	JA02112- JA02267
Recorders Transcript of Bench Trial – Day 6	XIII	JA02367- JA02476
Recorder's Transcript of Hearing: All Pending Motions	II	JA00373- JA00389
Recorder's Transcript of Hearing: All Pending Motions	III	JA00394- JA00425
Recorder's Transcript of Hearing: All Pending Motions	III	JA00444- JA00464

DOCUMENT	VOL	BATES
Second Amended Proposed Findings of Fact and Conclusions of Law and Judgment	XII	JA02284- JA02299
SFR Investments Pool 1, LLC's Answer to Complaint, Counterclaim and Cross-Claim	I	JA00097- JA00114
SFR Investments Pool 1, LLC's Answer to First Amended Complaint	II	JA00347- JA00356
SFR Investments Pool 1, LLC's Trial Brief Re Admissibility of Certain Proposed Exhibits	III	JA00489- JA00510
SFR Investments Pool 1, LLC's Trial Brief Re Statute of Limitations	III	JA00511- JA00522
Stipulation and Order to Amend Caption	X	JA01953- JA01958
Stipulation and Order Dismissing Henry E. Ivy and Freddie S. Ivy Without Prejudice	II	JA00357- JA00360
Stipulation and Order Dismissing Mortgage Electronic Registration Systems, Inc. Without Prejudice	II	JA00263- JA00266
Stipulation and Order for Dismissal Without Prejudice as to Claims Between Antelope Homeowners Association and U.S. Bank National Association	X	JA01967- JA01973
Stipulation and Order to Dismiss SFR Investments Pool 1, LLC's Slander of Title Claim Against U.S. Bank, National Association	II	JA00275- JA00277
Transcript of Proceedings	I	JA00064- JA00096
U.S. Bank's Bench Memorandum Regarding Authentication and Admissibility of Proposed Exhibits 21, 22, 23, 24 and 31	X	JA01900- JA01911
U.S. Bank's Bench Memorandum Regarding Business Record Exception	X	JA01944- JA01952
U.S. Bank's Bench Memorandum Regarding Pre-Foreclosure Satisfaction of the Superpriority Portion of the HOA's Lien	X	JA01932- JA01938
U.S. Bank's Bench Memorandum Regarding Standing to Maintain Its Claims in this Action and Standing to Enforce the Deed of Trust and Note	X	JA01919- JA01931
U.S. Bank's Bench Memorandum Regarding Statute of Limitations	X	JA01912- JA01918

DOCUMENT	VOL	BATES
U.S. Bank's Objections to SFR Investments Pool 1, LLC's Pre-Trial Disclosures	II	JA00368- JA00372
U.S. Bank's Reply to SFR Investments Pool 1, LLC's Counterclaim	I	JA00115- JA00125

VOLUME I

DATE	DOCUMENT	VOL	BATES
07/12/16	Complaint	I	JA00001- JA00062
07/29/16	Affidavit of Service	I	JA00063
10/14/16	Transcript of Proceedings	I	JA00064- JA00096
10/19/16	SFR Investments Pool 1, LLC's Answer to Complaint, Counterclaim and Cross-Claim	I	JA00097- JA00114
11/08/16	U.S. Bank's Reply to SFR Investments Pool 1, LLC's Counterclaim	I	JA00115- JA00125
11/22/16	Order Denying Defendant's Motion to Dismiss Plaintiff's Complaint Pursuant to NRCP 12(b)(6)	I	JA00126- JA00130
12/01/16	Notice of Entry of Order	I	JA00131- JA00137
12/13/16	Affidavit of Service	I	JA00138
12/13/16	Affidavit of Service	I	JA00139
12/13/16	Affidavit of Service	I	JA00140

DATED this 15th day of June, 2020.

WRIGHT, FINLAY & ZAK, LLP

/s/ Christina V. Miller, Esq.

Christina V. Miller, Esq. (NBN 12448)

7785 West Sahara Avenue, Suite 200

Las Vegas, Nevada 89117

Attorney for Appellant, U.S. Bank, National

Association As Trustee For Merrill Lynch

Mortgage Investors Trust, Mortgage Loan

Asset-Backed Certificates, Series 2005-A8

CERTIFICATE OF SERVICE

I certify that I electronically filed on the 15th day of June, 2020, the foregoing **JOINT APPENDIX – VOLUME I** with the Clerk of the Court for the Nevada Supreme Court by using the CM/ECF system. I further certify that all parties of record to this appeal either are registered with the CM/ECF or have consented to electronic service.

- [X] (By Electronic Service) Pursuant to CM/ECF System, registration as a CM/ECF user constitutes consent to electronic service through the Court's transmission facilities. The Court's CM/ECF systems sends an e-mail notification of the filing to the parties and counsel of record listed above who are registered with the Court's CM/ECF system.

Service via electronic notification will be sent to the following:

Jacqueline Gilbert
Karen Hanks

- [X] (Nevada) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

/s/ Faith Harris

An Employee of WRIGHT, FINLAY & ZAK, LLP

DISTRICT COURT CIVIL COVER SHEET

Clark County, Nevada
 Case No. _____
(Assigned by Clerk's Office)

A- 16- 739867- C

XXXI

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

Plaintiff(s) (name/address/phone): U.S. BANK, NATIONAL ASSOCIATION AS TRUSTEE FOR MERRILL LYNCH MORTGAGE INVESTORS TRUST, MORTGAGE LOAN ASSET-BACKED CERTIFICATES, SERIES 2005-A8	Defendant(s) (name/address/phone): SFR INVESTMENTS POOL 1, LLC, a Nevada limited liability company; DOE INDIVIDUALS I through X, inclusive; and ROE CORPORATIONS I through X, inclusive
Attorney (name/address/phone): WRIGHT, FINLAY & ZAK, LLP Edgar C. Smith, Esq., Victoria L. Hightower, Esq. 7785 W. Sahara Avenue, Suite 200 Las Vegas, NV 89117 (702) 475-7964; Fax: (702) 946-1345	Attorney (name/address/phone):

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


Civil Case Filing Types

Real Property Landlord/Tenant <input type="checkbox"/> Unlawful Detainer <input type="checkbox"/> Other Landlord/Tenant Title to Property <input type="checkbox"/> Judicial Foreclosure <input type="checkbox"/> Other Title to Property Other Real Property <input type="checkbox"/> Condemnation/Eminent Domain <input checked="" type="checkbox"/> Other Real Property	Negligence <input type="checkbox"/> Auto <input type="checkbox"/> Premises Liability <input type="checkbox"/> Other Negligence Malpractice <input type="checkbox"/> Medical/Dental <input type="checkbox"/> Legal <input type="checkbox"/> Accounting <input type="checkbox"/> Other Malpractice	Torts Other Torts <input type="checkbox"/> Product Liability <input type="checkbox"/> Intentional Misconduct <input type="checkbox"/> Employment Tort <input type="checkbox"/> Insurance Tort <input type="checkbox"/> Other Tort
Probate Probate <i>(select case type and estate value)</i> <input type="checkbox"/> Summary Administration <input type="checkbox"/> General Administration <input type="checkbox"/> Special Administration <input type="checkbox"/> Set Aside <input type="checkbox"/> Trust/Conservatorship <input type="checkbox"/> Other Probate Estate Value <input type="checkbox"/> Over \$200,000 <input type="checkbox"/> Between \$100,000 and \$200,000 <input type="checkbox"/> Under \$100,000 or Unknown <input type="checkbox"/> Under \$2,500	Construction Defect & Contract Construction Defect <input type="checkbox"/> Chapter 40 <input type="checkbox"/> Other Construction Defect Contract Case <input type="checkbox"/> Uniform Commercial Code <input type="checkbox"/> Building and Construction <input type="checkbox"/> Insurance Carrier <input type="checkbox"/> Commercial Instrument <input type="checkbox"/> Collection of Accounts <input type="checkbox"/> Employment Contract <input type="checkbox"/> Other Contract	Judicial Review/Appeal Judicial Review <input type="checkbox"/> Foreclosure Mediation Case <input type="checkbox"/> Petition to Seal Records <input type="checkbox"/> Mental Competency Nevada State Agency Appeal <input type="checkbox"/> Department of Motor Vehicle <input type="checkbox"/> Worker's Compensation <input type="checkbox"/> Other Nevada State Agency Appeal Other <input type="checkbox"/> Appeal from Lower Court <input type="checkbox"/> Other Judicial Review/Appeal
Civil Writ Civil Writ <input type="checkbox"/> Writ of Habeas Corpus <input type="checkbox"/> Writ of Mandamus <input type="checkbox"/> Writ of Quo Warrant <input type="checkbox"/> Writ of Prohibition <input type="checkbox"/> Other Civil Writ		Other Civil Filing Other Civil Filing <input type="checkbox"/> Compromise of Minor's Claim <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Other Civil Matters

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

July 12, 2016

Date


 Signature of initiating party or representative

See other side for family-related case filings.


CLERK OF THE COURT

COMP

WRIGHT, FINLAY & ZAK, LLP

Dana Jonathon Nitz, Esq.

Nevada Bar No. 0050

Jake R. Spencer, Esq.

Nevada Bar No. 12282

7785 W. Sahara Ave., Suite 200

Las Vegas, NV 89117

(702) 475-7964; Fax: (702) 946-1345

dnitz@wrightlegal.net

jspencer@wrightlegal.net

Attorneys for Plaintiff, U.S. Bank, National Association as Trustee for Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2005-A8

**DISTRICT COURT
CLARK COUNTY, NEVADA**

U.S. BANK, NATIONAL ASSOCIATION AS
TRUSTEE FOR MERRILL LYNCH
MORTGAGE INVESTORS TRUST,
MORTGAGE LOAN ASSET-BACKED
CERTIFICATES, SERIES 2005-A8,

Plaintiff,

v.

SFR INVESTMENTS POOL 1, LLC, a
Nevada limited liability company; DOE
INDIVIDUALS I through X, inclusive; and
ROE CORPORATIONS I through X,
inclusive,

Defendants.

Case No.: A- 16- 739867- C

Dept. No.: XXXI

COMPLAINT

**EXEMPT FROM ARBITRATION:
ACTION FOR QUIET TITLE AND
DECLARATORY RELIEF**

COMES NOW Plaintiff, U.S. Bank, National Association as Trustee for Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2005-A8 (hereinafter "Plaintiff" or "U.S. Bank"), by and through its attorneys of record, Dana Jonathon Nitz, Esq. and Jake R. Spencer, Esq., of the law firm of Wright, Finlay & Zak, LLP, and hereby alleges for its Complaint against SFR INVESTMENTS POOL 1, LLC; DOE INDIVIDUALS I through X, inclusive; and ROE CORPORATIONS I through X, inclusive (collectively "Defendants") as follows:

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1 9. On or about May 23, 2005, Ivy purchased the Property.¹

2 10. On or about May 23, 2005, Ivy executed a Deed of Trust which identified
3 Universal American Mortgage Company, LLC as the Lender and Beneficiary and Stewart Title
4 Company as the Trustee, securing a loan in the amount of \$212,750.00 (hereinafter the “Ivy
5 Loan”).²

6 11. Public records show that on November 12, 2009, a Notice of Delinquent
7 Assessment (Lien) was recorded against the Property by Alessi & Koenig, LLC (“HOA
8 Trustee”) on behalf of the HOA.³

9 12. Public records show that on October 19, 2010, a Notice of Delinquent Violation
10 Lien was recorded against the Property by the HOA.⁴

11 13. Public records show that on February 17, 2011, a Notice of Default and Election
12 to Sell Under Homeowners Association Lien was recorded against the Property on behalf of the
13 HOA by the HOA Trustee.⁵

14 14. Public records show that on August 11, 2011, a Notice of Trustee’s Sale was
15 recorded against the Property by the HOA Trustee.⁶

16 15. Public records show that on April 16, 2012, a second Notice of Trustee’s Sale was
17 recorded against the Property by the HOA Trustee.⁷

18 16. Public records show that on July 2, 2012, a third Notice of Trustee’s Sale was
19

20 ¹ A true and correct copy of the Grant, Bargain, Sale Deed recorded in the Clark County
21 Recorder’s Office as Book and Instrument Number 20050523-0004227 is attached hereto as
22 **Exhibit 1**. All other recordings stated hereafter are recorded in the same manner.

23 ² A true and correct copy of the Deed of Trust recorded as Book and Instrument Number
24 20050523-0004228 is attached hereto as **Exhibit 2**.

25 ³ A true and correct copy of the Notice of Delinquent Assessment (Lien) recorded as Book and
26 Instrument Number 20091112-0004474 is attached hereto as **Exhibit 3**.

27 ⁴ A true and correct copy of the Notice of Delinquent Violation Lien recorded as Book and
28 Instrument Number 20101019-0001557 is attached hereto as **Exhibit 4**.

⁵ A true and correct copy of the Notice of Default and Election to Sell Under Homeowners
Association Lien recorded as Book and Instrument Number 20110217-0001289 is attached
hereto as **Exhibit 5**.

⁶ A true and correct copy of the Notice of Trustee’s Sale recorded as Book and Instrument
Number 20110811-0003087 is attached hereto as **Exhibit 6**.

⁷ A true and correct copy of the second Notice of Trustee’s Sale recorded as Book and
Instrument Number 20120416-0000922 is attached hereto as **Exhibit 7**.

1 recorded against the Property by the HOA Trustee.⁸

2 **17.** Upon information and belief, pursuant to the third Notice of Trustee's Sale, a non-
3 judicial foreclosure sale occurred on July 25, 2012 (hereinafter the "HOA Sale"), whereby Buyer
4 acquired its interest in the Property, if any, for the sum of \$5,950.00.

5 **18.** Public records show that on August 3, 2012, a Trustee's Deed Upon Sale was
6 recorded by which Buyer claims its interest from the HOA.⁹

7 **19.** A homeowner's association sale conducted pursuant to NRS Chapter 116 must
8 comply with all notice provisions as stated in NRS 116.31162 through NRS 116.31168.

9 **20.** A lender or holder of a beneficial interest in a senior deed of trust, such as U.S.
10 Bank and its predecessors-in-interest in the Deed of Trust, has a right to cure a delinquent
11 homeowner's association lien in order to protect its interest.

12 **21.** Upon information and belief, the HOA and HOA Trustee did not comply with all
13 mailing and noticing requirements stated in NRS 116.31162 through NRS 116.31168.

14 **22.** A recorded notice of default must "describe the deficiency in payment."

15 **23.** The HOA Sale occurred without adequate notice to U.S. Bank and/or its
16 predecessors-in-interest.

17 **24.** The HOA Sale occurred without notice to U.S. Bank or its predecessors-in-
18 interest what portion of the lien, if any, that the HOA and HOA Trustee claimed constituted a
19 "super-priority" lien.

20 **25.** The HOA Sale occurred without notice to U.S. Bank or its predecessors whether
21 the HOA was foreclosing on the "super-priority" portion of its lien, if any, or under the non-
22 super-priority portion of the lien.

23 **26.** The HOA Sale occurred without notice to U.S. Bank or its predecessors of a
24 right to cure the super-priority lien, if any.

25 **27.** The HOA Sale violated U.S. Bank's or its predecessors' rights to due process

26 ⁸ A true and correct copy of the third Notice of Trustee's Sale recorded as Book and Instrument
27 Number 20120702-0001432 is attached hereto as **Exhibit 8**.

28 ⁹ A true and correct copy of the Trustee's Deed Upon Sale recorded as Book and Instrument
Number 20120803-0003275 is attached hereto as **Exhibit 9**.

1 because it was not given proper, adequate notice and the opportunity to cure the deficiency or
2 default in the payment of the super-priority lien, if any.

3 **28.** The HOA Sale was an invalid sale and could not have extinguished U.S. Bank's
4 secured interest because of defects in the notices given to U.S. Bank, or its predecessors.

5 **29.** Under NRS Chapter 116, a lien under NRS 116.3116(1) can only include costs
6 and fees that are specifically enumerated in the statute.

7 **30.** A homeowner's association may only collect as a part of the super priority lien
8 (a) nuisance abatement charges incurred by the association pursuant to NRS 116.310312 and (b)
9 nine months of common assessments which became due prior to the institution of an action to
10 enforce the lien (unless Fannie Mae and Freddie Mac regulations require a shorter period of not
11 less than six months).

12 **31.** Upon information and belief, the HOA Foreclosure notices included improper
13 fees and costs in the amount required to cure, thus invalidating the lien.

14 **32.** The attorney's fees and the costs of collecting on a homeowner's association lien
15 cannot be included in the lien or super-priority lien.

16 **33.** Upon information and belief, the HOA assessment lien and foreclosure notices
17 included fines, interest, late fees, dues, attorney's fees, and costs of collection that are not
18 properly included in an HOA lien or super-priority lien under Nevada law and that are not
19 permissible under NRS 116.3102 *et seq.*

20 **34.** The HOA Sale is unlawful and void under NRS 116.3102 *et seq.*

21 **35.** The HOA Sale is unlawful and void because the "opt-in" provision in NRS
22 116.3116 does not satisfy Constitutional Due Process safeguards under the 5th and 14th
23 Amendment to the United States Constitution, nor Article 1, Section 8, of the Nevada
24 Constitution, so that the statute is unconstitutional on its face.

25 **36.** The HOA Sale is unlawful and void because the statutory scheme set forth in
26 NRS 116.3116, *et seq.* constitutes a regulatory taking of private property without adequate
27 compensation, making the statute unconstitutional on its face.

28 **37.** NRS Chapter 116 is unconstitutional on its face as it lacks any express

1 requirement for a homeowner's association or its agents to provide notice of a foreclosure to the
2 lender, beneficiary, or holder of a first deed of trust or mortgage.

3 **38.** NRS 116.31162 through NRS 116.31168 do not contain any provision requiring
4 notice of a foreclosure to the lender, beneficiary or holder of a first mortgage or deed of trust,
5 thus violating their constitutional right to due process.

6 **39.** NRS Chapter 116 is unconstitutional on its face as it lacks any express right by
7 the lender, beneficiary or holder, or their respective trustees, servicers, agents, or
8 representatives, to obtain payoff information for the super-priority portion, if any, of the
9 homeowner's association lien or the express right to cure the default and protect the Deed of
10 Trust, and it lacks an express obligation for a homeowner's association or its agents to accept a
11 tendered payoff and release the super-priority portion of the lien.

12 **40.** NRS Chapter 116 is unconstitutional on its face due to vagueness and ambiguity.

13 **41.** The HOA Sale deprived U.S. Bank or its predecessors of its right to due process
14 because the foreclosure notices failed to identify the super-priority amount, to adequately
15 describe the deficiency in payment, to provide U.S. Bank or its predecessors notice of the
16 correct super-priority amount, or to provide a reasonable opportunity for U.S. Bank or its
17 predecessors to protect its priority by payment to satisfy that amount.

18 **42.** A homeowner's association sale must be done in a commercially reasonable
19 manner.

20 **43.** At the time of the HOA Sale, the amount owed on the Ivy Loan exceeded
21 208,000.

22 **44.** Upon information and belief, at the time of the HOA Sale, the fair market value
23 of the Property exceeded the HOA Sale price significantly.

24 **45.** The amount paid by Buyer at the HOA Sale allegedly totaled \$5,950.00.

25 **46.** The HOA Sale was not commercially reasonable, and not done in good faith, in
26 light of the sales price, the market value of the property, the debt owed to U.S. Bank on the Ivy
27 Loan, and the errors alleged above.

28 **47.** The HOA Sale by which Buyer took its interest was commercially unreasonable

1 if it extinguished U.S. Bank's Deed of Trust.

2 **48.** In the alternative, the HOA Sale was an invalid sale and could not have
3 extinguished U.S. Bank's secured interest because it was not a commercially reasonable sale.

4 **49.** Without providing U.S. Bank or its predecessors notice of the correct super-
5 priority amount and a reasonable opportunity to tender payment to satisfy that amount,
6 including the failure to set out the super-priority amount and the failure to adequately describe
7 the deficiency in payment as required by Nevada law, the HOA Sale is commercially
8 unreasonable and deprived U.S. Bank or its predecessors of its right to due process.

9 **50.** The CC&Rs for the HOA provide in Section 5.08 that "no lien...nor the
10 enforcement of any provision of this Declaration, shall defeat or render invalid the rights of the
11 beneficiary under any Recorded Mortgage of first and senior priority now or hereafter upon a
12 Lot...perfected before the date on which the Assessment sought to be enforced became
13 delinquent" (hereinafter referred to as the "Mortgagee Protection Clause").¹⁰

14 **51.** Because the CC&Rs contained a Mortgagee Protection Clause in Section 5.08,
15 and because U.S. Bank or its predecessors was not given proper notice that the HOA intended to
16 foreclose on the super-priority portion of the dues owing, U.S. Bank or its predecessors did not
17 know that it had to attend the HOA Sale to protect its security interest.

18 **52.** Because the CC&Rs contained a Mortgagee Protection Clause, and because
19 proper notice that the HOA intended to foreclose on the super-priority portion of the dues owing
20 was not given, prospective bidders did not appear for the HOA Sale, making the HOA Sale
21 commercially unreasonable.

22 **53.** Buyer, HOA, and HOA Trustee knew that U.S. Bank or its predecessors would
23 rely on the Mortgagee Protection Clause contained in the recorded CC&Rs, and knew that U.S.
24 Bank or its predecessors would not know that HOA was foreclosing on super-priority amounts
25 because of the failure of HOA and HOA Trustee to provide such notice. U.S. Bank's or its
26

27 ¹⁰ A true and correct copy of the pertinent portion of the Declaration of Covenants, Conditions,
28 and Restrictions for Antelope Homeowners' Association recorded as Book and Instrument
Number 20040623-0002016 on June 23, 2004 is attached hereto as **Exhibit 10**.

1 predecessors' absence from the HOA Sale allowed Buyer to appear at the HOA Sale and
2 purchase the Property for a fraction of market value, making the HOA Sale commercially
3 unreasonable.

4 **54.** Buyer, HOA, and HOA Trustee knew that prospective bidders would be less
5 likely to attend the HOA Sale because the public at large believed that U.S. Bank or its
6 predecessors was protected under the Mortgagee Protection Clause in the CC&Rs of public
7 record, and that the public at large did not receive notice, constructive or actual, that HOA was
8 foreclosing on a super-priority portion of its lien because the HOA and HOA Trustee
9 improperly failed to provide such notice. The general public's belief therefore was that a buyer
10 at the HOA Sale would take title to the Property subject to U.S. Bank's Deed of Trust. This
11 general belief resulted in the absence of prospective bidders at the HOA Sale, which allowed
12 Buyer to appear at the HOA sale and purchase the Property for a fraction of market value,
13 making the HOA Sale commercially unreasonable.

14 **55.** The circumstances of the HOA Sale of the Property breached the HOA's and the
15 HOA Trustee's obligations of good faith under NRS 116.1113 and their duty to act in a
16 commercially reasonable manner.

17 **56.** Upon information and belief, Buyer was a professional foreclosure sale property
18 purchaser.

19 **57.** The circumstances of the HOA Sale of the Property and its status as a
20 professional property purchaser preclude Buyer from being deemed a bona fide purchaser for
21 value.

22 **58.** Upon information and belief, Buyer had actual, constructive and/or inquiry
23 notice of the first Deed of Trust, which prevents Buyer from being deemed a bona fide
24 purchaser or encumbrancer for value.

25 **59.** In the event U.S. Bank's interest in the Property is not reaffirmed nor restored,
26 U.S. Bank suffered damages in the amount of the fair market value of the Property or the unpaid
27 balance of the Ivy Loan and Deed of Trust, at the time of the HOA Sale, whichever is greater, as
28 a proximate result of Defendants' acts and omissions.

1 **FIRST CAUSE OF ACTION**

2 **(Quiet Title/Declaratory Relief Pursuant to NRS 30.010 *et seq.* and NRS 40.010 *et seq.***
3 **versus Buyer and all fictitious Defendants)**

4 **60.** U.S. Bank incorporates and re-alleges all previous paragraphs, as if fully set
5 forth herein.

6 **61.** Pursuant to NRS 30.010 *et seq.* and NRS 40.010, this Court has the power and
7 authority to declare U.S. Bank's rights and interests in the Property and to resolve Defendants'
8 adverse claims in the Property.

9 **62.** Further, pursuant to NRS 30.010 *et seq.*, this Court has the power and authority
10 to declare the rights and interest of the parties following the acts and omissions of the HOA and
11 HOA Trustee in foreclosing the Property.

12 **63.** U.S. Bank's Deed of Trust is a first secured interest on the Property as intended
13 by NRS 116.3116(2)(b).

14 **64.** As the current beneficiary under the Deed of Trust and the lender entitled to
15 enforce the Ivy Loan, U.S. Bank's interest still encumbers the Property and retains its first
16 position status in the chain of title for the Property after the HOA Sale and is superior to the
17 interest, if any, acquired by Buyer, or held or claimed by any other party, for the reasons alleged
18 herein.

19 **65.** Upon information and belief, Buyer and the fictitious Defendants dispute U.S.
20 Bank's claims and assert priority, so that their claims are adverse to U.S. Bank's claims.

21 **66.** Upon information and belief, the HOA, the HOA Trustee and the fictitious
22 Defendants failed to provide proper, adequate and sufficient notices required by Nevada statutes
23 to assure due process to U.S. Bank or its predecessors, and therefore the HOA Sale is void and
24 should be set aside or rescinded.

25 **67.** Based on the adverse claims being asserted by the parties, U.S. Bank is entitled
26 to a judicial determination regarding the rights and interests of the respective parties to the case.

27 **68.** For all the reasons set forth, U.S. Bank is entitled to a determination from this
28 Court, pursuant to NRS 40.010, that U.S. Bank is the beneficiary of a Deed of Trust that still

1 encumbers the Property as of the date of the court's determination, and that U.S. Bank's rights
2 under the Deed of Trust are superior in the chain of title to the interest of all Defendants.

3 **69.** In the alternative, if it is found under state law that U.S. Bank's interest could
4 have been extinguished by the HOA sale, for all the reasons set forth above, U.S. Bank is
5 entitled to a determination from this Court, pursuant to NRS 30.010 and NRS 40.010, that the
6 HOA Sale is unlawful and void and conveyed no legitimate interest to Buyer.

7 **70.** U.S. Bank has furthermore been required to retain counsel and is entitled to
8 recover reasonable attorney's fees for having brought the underlying action.

9 **SECOND CAUSE OF ACTION**

10 **(Preliminary and Permanent Injunctions versus Buyer and fictitious Defendants)**

11 **71.** U.S. Bank incorporates by reference the allegations of all previous paragraphs, as
12 if fully set forth herein.

13 **72.** As set forth above, Buyer may claim an ownership interest in the Property that is
14 adverse to U.S. Bank.

15 **73.** Any sale or transfer of the Property, prior to a judicial determination concerning
16 the respective rights and interests of the parties to the case, may be rendered invalid if U.S.
17 Bank's Deed of Trust still encumbered the Property in first position and was not extinguished
18 by the HOA Sale.

19 **74.** U.S. Bank has a reasonable probability of success on the merits of the
20 Complaint, for which compensatory damages will not compensate U.S. Bank for the irreparable
21 harm of the loss of title to a bona fide purchaser or loss of the first position priority status
22 secured by the Property.

23 **75.** U.S. Bank has no adequate remedy at law due to the uniqueness of the Property
24 involved in the case.

25 **76.** U.S. Bank is entitled to a preliminary and permanent injunction prohibiting
26 Buyer, its successors, assigns, and agents from conducting a sale, transfer or encumbrance of
27 the Property if Buyer or its transferee claims or will claim the sale, transfer or encumbrance to
28 be made free and clear of U.S. Bank's Deed of Trust.

1 77. U.S. Bank is entitled to a preliminary injunction requiring Buyer to pay all taxes,
2 insurance and homeowner's association dues during the pendency of this action.

3 78. U.S. Bank is entitled to a preliminary injunction requiring Buyer to segregate and
4 deposit all rents with the Court or a Court-approved trust account over which Buyer has no
5 control during the pendency of this action.

6 79. U.S. Bank is entitled to a mandatory injunction that the HOA and HOA Trustee
7 be compelled to deliver to the Clerk of the Court and deposit all funds collected at the HOA
8 Sale pending determination by the Court of the validity of the sale and the respective rights of
9 the parties to the sale proceeds.

10 80. U.S. Bank has been required to retain counsel to prosecute this action and is
11 entitled to recover reasonable attorney's fees to prosecute this action.

12 **THIRD CAUSE OF ACTION**

13 **(Unjust Enrichment versus Buyer and fictitious Defendants)**

14 81. U.S. Bank incorporates and re-alleges all previous paragraphs, as if fully set
15 forth herein.

16 82. U.S. Bank has been deprived of the benefit of its secured deed of trust by the
17 actions of Buyer, the HOA, the HOA Trustee and fictitious Defendants.

18 83. Buyer and fictitious Defendants have benefitted from the unlawful HOA Sale
19 and nature of the real property.

20 84. Buyer and fictitious Defendants have benefitted from U.S. Bank's payment of
21 taxes, insurance or homeowner's association assessments since the time of the HOA Sale.

22 85. Should U.S. Bank's Complaint be successful in quieting title against Buyer and
23 setting aside the HOA Sale, Buyer and fictitious Defendants will have been unjustly enriched by
24 the HOA Sale and usage of the Property.

25 86. U.S. Bank will have suffered damages if Buyer and fictitious Defendants are
26 allowed to retain their interests in the Property and the funds received from the HOA Sale.

27 87. U.S. Bank will have suffered damages if Buyer and fictitious Defendants are
28 allowed to retain their interests in the Property and U.S. Bank's payment of taxes, insurance or

homeowner's association assessments since the time of the HOA Sale.

88. U.S. Bank is entitled to general and special damages in excess of \$10,000.00.

89. U.S. Bank has furthermore been required to retain counsel and is entitled to recover reasonable attorney's fees for having brought the underlying action.

PRAYER

Wherefore, U.S. Bank prays for judgment against the Defendants, jointly and severally, as follows:

1. For a declaration and determination that U.S. Bank's interest is secured against the Property, and that U.S. Bank's first Deed of Trust was not extinguished by the HOA Sale;
2. For a declaration and determination that U.S. Bank's interest is superior to the interest of Buyer, and all fictitious Defendants;
3. For a declaration and determination that all transfers of title to the Property are and were subject to U.S. Bank's Deed of Trust, and that the Deed of Trust continues to encumber title in senior position in the chain of title;
4. For a declaration and determination that the HOA Sale was invalid to the extent it purports to convey the Property free and clear to Buyer;
5. In the alternative, for a declaration and determination that the HOA Sale was invalid and conveyed no right, title or interest to Buyer, or its encumbrancers, successors and assigns;
6. For a preliminary and permanent injunction that Buyer, and its successors, assigns, and agents are prohibited from conducting a sale or transfer of the Property, or from encumbering the title to the Property;
7. For a preliminary injunction that Buyer, its successors, assigns, and agents pay all taxes, insurance and homeowner's association dues during the pendency of this action;
8. For a preliminary injunction that Buyer, its successors, assigns, and agents be required to segregate and deposit all rents with the Court or a Court-approved

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- trust account over which Buyer has no control during the pendency of this action;
- 9. For a mandatory injunction that the HOA and/or the HOA Trustee be compelled to deliver to the Clerk of the Court and deposit all funds collected at the HOA Sale pending determination by the Court of the validity of the sale and the respective rights of the parties to the sale proceeds;
 - 10. For general and special damages in excess of \$10,000.00;
 - 11. For attorney's fees;
 - 12. For costs of suit incurred herein, including post-judgment costs;
 - 13. For any and all further relief deemed appropriate by this Court.

DATED this 12th day of July, 2016.

WRIGHT, FINLAY & ZAK, LLP

/s/ Jake R. Spencer, Esq.
Dana Jonathon Nitz, Esq.
Nevada Bar No. 0050
Jake R. Spencer, Esq.
Nevada Bar No. 12282
7785 W. Sahara Ave., Suite 200
Las Vegas, NV, 89117
*Attorneys for Plaintiff, U.S. Bank, National
Association as Trustee for Merrill Lynch Mortgage
Investors Trust, Mortgage Loan Asset-Backed
Certificates, Series 2005-A8*

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AFFIRMATION

Pursuant to NRS 239B.030

The undersigned does hereby affirm that the preceding **U.S. BANK’S COMPLAINT**,
filed in Case No. _____ **does not** contain the social security number of any person.

DATED this 12th day of July, 2016.

WRIGHT, FINLAY & ZAK, LLP

/s/ Jake R. Spencer, Esq.

Dana Jonathon Nitz, Esq.

Nevada Bar No. 0050

Jake R. Spencer, Esq.

Nevada Bar No. 12282

7785 W. Sahara Ave., Suite 200

Las Vegas, NV, 89117

Attorneys for Plaintiff, U.S. Bank, National

Association as Trustee for Merrill Lynch Mortgage

Investors Trust, Mortgage Loan Asset-Backed

Certificates, Series 2005-A8

Exhibit 1

Exhibit 1

Exhibit 1

20050523-0004227

APN: 125-18-112-069

ESCROW NUMBER: NV204-4275984

RPTT: 1,356.60

Recording Requested by:
NORTH AMERICAN TITLE COMPANY

Please mail tax statements to:

When recorded please mail to:

Henry E. Ivy
1668 Marble Dr

Las Vegas, NM 89149 33

Fee: \$17.00 RPTT: \$1,356.60
N/C Fee: \$0.00

05/23/2005 14:40:47
T20050095701

Requestor:
NORTH AMERICAN TITLE COMPANY

Frances Deane ADF
Clark County Recorder Pas. 4

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That

GREYSTONE NEVADA LLC., A DELAWARE LIMITED LIABILITY COMPANY

In consideration of \$10.00 and other valuable consideration, the receipt of which hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to:

Henry E. Ivy and Freddie S Ivy, husband and
wife with rights of survivorship

all that real property situated in the County of CLARK, State of NEVADA, bounded and described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR THE
COMPLETE LEGAL DESCRIPTION

- Subject to:
1. Taxes for the fiscal year 20 04 - 2005.
 2. Conditions, covenants, restrictions, reservations, rights, rights of way now of record, if any.

Together with all tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversions, remainder and remainders, rents, issues of profits thereof.


Dated this 17th day of May, 20 05.

GREYSTONE NEVADA LLC., A
Delaware Limited Liability Company
BY: Greystone Homes of Nevada, Inc., a
Delaware Corporation

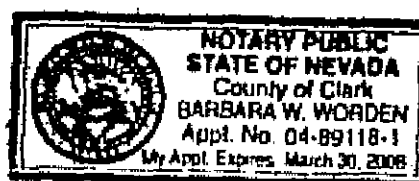
[Signature]
by: Tim Kent, Authorized Agent

State of Nevada
County of Clark

On May 17, 2005 before me, the undersigned, a Notary Public in and for said County and State, personally appeared TIM KENT, AUTHORIZED AGENT FOR GREYSTONE HOMES OF NEVADA, INC. A DELAWARE CORPORATION 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 be his/her/their signature (s) on the instrument the person (s), or WITNESS my and official seal.


(Notary Public)

My Commission Expires: 3-30-2008



File No.: NV204-04275GRY

EXHIBIT A**PARCEL ONE (1):**

LOT 139 IN BLOCK B OF ANTELOPE - UNIT 1 (A COMMON INTEREST COMMUNITY) AS SHOWN BY MAP THEREOF ON FILE IN BOOK 115 OF PLATS, PAGE 89, IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

RESERVING THEREFROM A NON-EXCLUSIVE EASEMENT OF ACCESS, INGRESS, EGRESS, USE AND ENJOYMENT OF, IN, TO AND OVER THE ASSOCIATION PROPERTY AS DELINEATED ON THE PLAT MAP REFERRED TO ABOVE AND FURTHER DEFINED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ANTELOPE HOMEOWNERS ASSOCIATION RECORDED JUNE 23, 2004 IN BOOK 20040623 AS DOCUMENT NO. 2016 OF OFFICIAL RECORDS.

PARCEL TWO (2):

A NON-EXCLUSIVE EASEMENT OF ACCESS, INGRESS, EGRESS, USE AND ENJOYMENT OF, IN, TO AND OVER THE ASSOCIATION PROPERTY AS DELINEATED ON THE PLAT MAP AND FURTHER DEFINED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ANTELOPE - UNIT 1 RECORDED JUNE 23, 2004 IN BOOK 20040623 AS DOCUMENT NO. 2016 AND AS THE SAME MAY FROM TIME TO TIME BE AMENDED AND/OR SUPPLEMENTED IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, WHICH EASEMENT IS APPURTENANT TO PARCEL ONE (1).

**STATE OF NEVADA
DECLARATION OF VALUE FORM**

1. Assessor Parcel Number(s)

a) 125-18-112-069
b) _____
c) _____
d) _____

2. Type of Property:

a) ☐ Vacant Land b) ☒ Single Fam. Res.
c) ☐ Condo/Twnhse d) ☐ 2-4 Plex
e) ☐ Apt. Bldg f) ☐ Comm'l/Ind'l
g) ☐ Agricultural h) ☐ Mobile Home
Other _____

FOR RECORDER'S OPTIONAL USE ONLY

Book: _____ Page: _____

Date of Recording: _____

Notes: _____

3. Total Value/Sales Price of Property

\$ 265,999.00

Deed in Lieu of Foreclosure Only (value of property)

(_____)

Transfer Tax Value:

\$ _____

Real Property Transfer Tax Due

\$ 1,356.60

4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090, Section _____

b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature [Signature] Capacity Authorized Agent

Signature [Signature] Capacity Individual

**SELLER (GRANTOR) INFORMATION
(REQUIRED)**

Print Name: Greystone Nevada LLC
Address: 3765 East Sunset Road
City: Las Vegas
State: Nevada Zip: 89120

**BUYER (GRANTEE) INFORMATION
(REQUIRED)**

Print Name: [Signature]
Address: 7600 S. Durango Drive #1095
City: LAS VEGAS
State: NEVADA Zip: 89139

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

Print Name: North American Title Company Escrow #: NV 204-4275924
Address: 4955 S. Durango Drive Ste 111
City: Las Vegas State: Nevada Zip: 89113

AN ADDITIONAL RECORDING FEE OF \$1.00 WILL APPLY FOR EACH DECLARATION OF VALUE FORM PRESENTED TO CLARK COUNTY, EFFECTIVE JUNE 1, 2004.

4207

Exhibit 2

Exhibit 2

Exhibit 2

20050523-0004228

Assessor's Parcel Number:

125-18-112-069

Return To: Universal American Mortgage Company, LLC
Secondary Marketing Ops
311 Park Place Blvd, Suite 500
Clearwater, FL 33759-3999

Prepared By: Nancy Sykora

Universal American Mortgage Company, LLC
3765 East Sunset Road Suite B1
LAS VEGAS, NEVADA 89120

Recording Requested By:

Nancy Sykora

Universal American Mortgage Company, LLC
3765 East Sunset Road Suite B1
LAS VEGAS, NEVADA 89120

204-04275 GRV

[Space Above This Line For Recording Data]

Fee: \$35.00

N/C Fee: \$25.00

05/23/2005

14:40:47

T20050095701

Requestor:

NORTH AMERICAN TITLE COMPANY

Frances Deane

ADF

Clark County Recorder

Pos: 22

Loan # 0006650683

DEED OF TRUST

A1918

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 13, 2005** together with all Riders to this document.

(B) "Borrower" is **HENRY E IVY AND FREDDIE S IVY, HUSBAND AND WIFE**

With Rights Of Survivorship

Borrower is the trustor under this Security Instrument.

(C) "Lender" is **Universal American Mortgage Company, LLC**

Lender is a **limited liability company** organized and existing under the laws of **Florida**

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

Form 3029 1/01

VMP -6(NV) (0307)

Page 1 of 15

Initials: 7/21. JSD

VMP Mortgage Solutions (800)521-7291

Loan # 0006650683

A1918

Lender's address is **700 NW 107th Avenue 3rd Floor, Miami, FL 33172-3139**

Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is **Stewart Title Company**(E) "Note" means the promissory note signed by Borrower and dated **May 13, 2005**The Note states that Borrower owes Lender **Two Hundred Twelve Thousand Seven Hundred Fifty and 00/100** Dollars(U.S. \$ **212,750.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **June 01, 2035**

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "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.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

<input checked="" type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input checked="" type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> VA Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Other(s) [specify]

(I) "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.

(J) "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.

(K) "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.


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

(M) "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.

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

(O) "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.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 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

 -6(NV) (0307)

Page 2 of 15

Initials: 

Form 3029 1/01

Loan # 0006650683

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to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "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

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the
County of **CLARK** :

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOFParcel ID Number: **125-18-112-069**

which currently has the address of

7868 MARBLE DOE STREET

[Street]

LAS VEGAS[City], Nevada **89149**

[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 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

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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

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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.

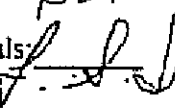
4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. 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

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


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

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

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

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

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

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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.

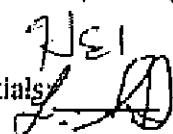
Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

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

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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).

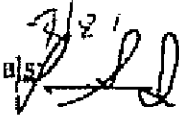
As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, 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.

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(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.

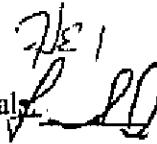
Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default 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.

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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.

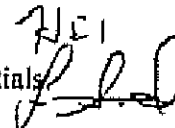
If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary 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.

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Initials



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Loan # 0006650683

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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

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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 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. \$ **0.00**

UMP-6(NV) (0307)

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Initials: *R. L. D.*

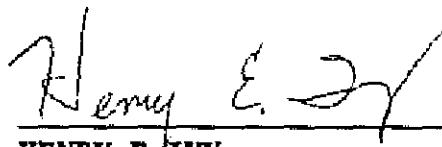
Form 3029 1/01

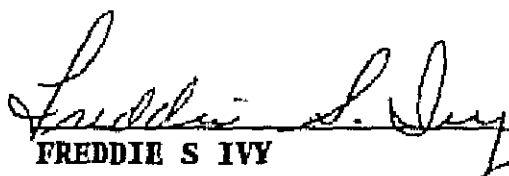
Loan # 0006650683

A1918

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.

Witnesses:


HENRY E IVY (Seal)
-Borrower


FREDDIE S IVY (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

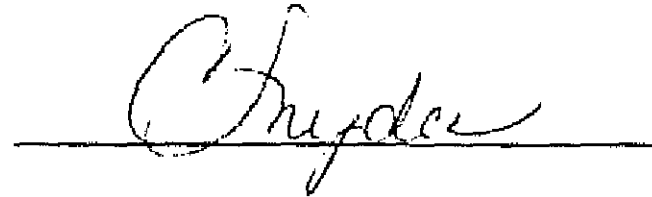
(Seal)
-Borrower

Loan # 0006650683

A1918

STATE OF NEVADA
COUNTY OF*Clark*This instrument was acknowledged before me on
HENRY E IVY, FREDDIE S IVY*5/18/05*

by

Mail Tax Statements To:
Universal American Mortgage Company, LLC
Loan Servicing Department
700 NW 107th Avenue 3rd Floor, Miami, FL 33172-3139

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Initials: *HEI*
FSI

Form 3029 1/01

File No.: NV204-04275GRY

EXHIBIT A**PARCEL ONE (1):**

LOT 139 IN BLOCK B OF ANTELOPE - UNIT 1 (A COMMON INTEREST COMMUNITY) AS SHOWN BY MAP THEREOF ON FILE IN BOOK 115 OF PLATS, PAGE 89, IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

RESERVING THEREFROM A NON-EXCLUSIVE EASEMENT OF ACCESS, INGRESS, EGRESS, USE AND ENJOYMENT OF, IN, TO AND OVER THE ASSOCIATION PROPERTY AS DELINEATED ON THE PLAT MAP REFERRED TO ABOVE AND FURTHER DEFINED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ANTELOPE HOMEOWNERS ASSOCIATION RECORDED JUNE 23, 2004 IN BOOK 20040623 AS DOCUMENT NO. 2016 OF OFFICIAL RECORDS.

PARCEL TWO (2):

A NON-EXCLUSIVE EASEMENT OF ACCESS, INGRESS, EGRESS, USE AND ENJOYMENT OF, IN, TO AND OVER THE ASSOCIATION PROPERTY AS DELINEATED ON THE PLAT MAP AND FURTHER DEFINED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ANTELOPE - UNIT 1 RECORDED JUNE 23, 2004 IN BOOK 20040623 AS DOCUMENT NO. 2016 AND AS THE SAME MAY FROM TIME TO TIME BE AMENDED AND/OR SUPPLEMENTED IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, WHICH EASEMENT IS APPURTENANT TO PARCEL ONE (1).

Loan # 0006650683

C06D057

ADJUSTABLE RATE RIDER

**(LIBOR Six-Month Index (As Published by the Wall Street Journal) - Rate Caps Accrued
Interest Only for Fixed Rate Period)**

THIS ADJUSTABLE RATE RIDER is made this 13th day of May, 2005, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Adjustable Rate Note ("the Note") to Universal American Mortgage Company, LLC, a Florida limited liability company ("Lender") of the same date and covering the property described in the Security Instrument and located at:

7868 MARBLE DOE STREET, LAS VEGAS, NEVADA 89149

[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 5.500%. 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 December, 2005 and on that day every six months 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 average of interbank offered rates for six month U.S. dollar-denominated deposits in the London market as published by 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, or is no longer published, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Two percentage points (2.000%) 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.

GRPT56R1.UFF

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00275MU 04/02
Revision 02/25/04

Loan # 0006650683

C06D057

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 5.500 % or less than 5.500 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than Zero percentage points (0.000 %) from the rate of interest I have been paying for the preceding 6 months. My interest rate will never be greater than 12.000 %.

(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 PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 18 of the Security Instrument is amended to read 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 of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial Interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

GRPT56R2.UFF

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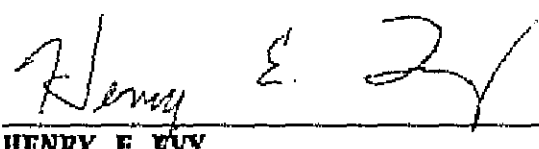
00275MU 04/02
Revised 02/25/04

Loan # 0006650683

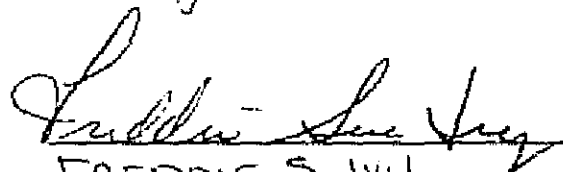
C06D057

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.


HENRY E IVY (Seal)
Borrower

FREDDIE S IVY (Seal)
Borrower


FREDDIE S. IVY (Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

[Sign Original Only]

Loan # 0006650683

3150/FNMA

MIN #

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this **13th** day of **May, 2005**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to **Universal American Mortgage Company, LLC, a Florida limited liability company**

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: **7868 MARBLE DOE STREET, LAS VEGAS, NEVADA 89149**

[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in **Declaration of Restrictions and Protective Covenants, as recorded in, OF RECORD**

(the "Declaration"). The Property is a part of a planned unit development known as **ANTELOPE- UNIT 1**

[Name of Planned Unit Development]

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

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


A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

MERS Phone: (888) 679-6377

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

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Initials: _____

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VMP Mortgage Solutions, Inc. (800)521-7291

Loan # 0006650683

3150/FNMA

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

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


In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

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

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

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

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

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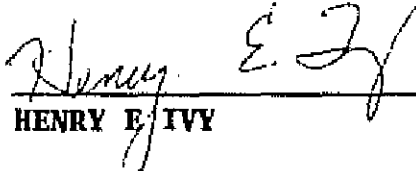
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Form 3150 1/01

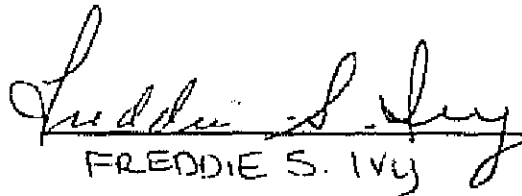
Loan # 0006650683

3150/FNMA

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


 _____ (Seal)
 HENRY E. IVY -Borrower

 _____ (Seal)
 FREDDIE S. IVY -Borrower


 _____ (Seal)
 FREDDIE S. IVY -Borrower


 _____ (Seal)
 -Borrower

 _____ (Seal)
 -Borrower

 _____ (Seal)
 -Borrower

 _____ (Seal)
 -Borrower

 _____ (Seal)
 -Borrower

 -7R (0411)

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Form 3150 1/01

Exhibit 3

Exhibit 3

Exhibit 3

Inst #: 200911120004474
 Fees: \$14.00
 N/C Fee: \$0.00
 11/12/2009 03:00:22 PM
 Receipt #: 125960
 Requestor:
 JONES LEGAL SERVICES
 Recorded By: BGN Pgs: 1
 DEBBIE CONWAY
 CLARK COUNTY RECORDER

When recorded return to:)

ALESSI & KOENIG, LLC)
 9500 W. Flamingo Rd., Suite 100)
 Las Vegas, Nevada 89147)
 Phone: (702) 222-4033)

A.P.N. 125-18-112-069

Trustee Sale # 18842-7868

NOTICE OF DELINQUENT ASSESSMENT (LIEN)

In accordance with Nevada Revised Statutes and the Association's Declaration of Covenants, Conditions and Restrictions (CC&Rs) of the official records of **Clark** County, Nevada, **Antelope Homeowners Association HOA** has a lien on the following legally described property.

The property against which the lien is imposed is commonly referred to as **7868 Marbledoe Ct. , Las Vegas, NV 89149** and more particularly legally described as: **Lot 139 Block B Book 115 Page 89** in the County of **Clark**.

The owner(s) of record as reflected on the public record as of today's date is (are): **Henry & Freddie Ivy**

The mailing address(es) is: **7868 Marbledoe Ct., Las Vegas, NV 89149**

The total amount due through today's date is: **\$692.36**. Of this total amount **\$642.36** represent Collection and/or Attorney fees and **\$50.00** represent collection costs, late fees, service charges and interest. Note: Additional monies shall accrue under this claim at the rate of the claimant's regular monthly or special assessments, plus permissible late charges, costs of collection and interest, accruing subsequent to the date of this notice.

Date: **October 27, 2009**

By:


 Thessa Elpidio - Legal Assistant

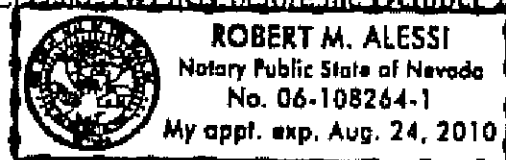
Alessi & Koenig, LLC on behalf of **Antelope Homeowners Association**

State of Nevada

County of Clark

SUBSCRIBED and SWORN before me **October 27, 2009**

(Seal)



(Signature)



NOTARY PUBLIC

Exhibit 4

Exhibit 4

Exhibit 4

Inst #: 201010190001557

Fees: \$15.00

N/C Fee: \$0.00

10/19/2010 11:25:47 AM

Receipt #: 545547

Requestor:

CAMCO

Recorded By: SCA Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

Return to:
Attn: Kelly Mitchell
ANTELOPE HOA
PO Box 12117
Las Vegas, NV 89112

APN # 125-18-112-069

NOTICE OF DELINQUENT VIOLATION LIEN

This **NOTICE OF DELINQUENT VIOLATION** is being given pursuant to N.R.S. 117.70 et seq. or N.R.S. 116.3115 et. Seq. and N.R.S. 116.3116 through 116.31168 et. Seq. and the provisions of the Declaration of Covenants, Conditions and Restrictions (CC&Rs) of the Homeowners Association as follows:

Association Claimant: **ANTELOPE HOA**
Declarations of CC&Rs recorded **6/23/04** Instrument No:0002016
Book No.:**20040623**, Page No:___ County of CLARK, and any and all amendments or annexations of record thereto.

The description of the common interest development unit against which this notice is being recorded is as follows: Legal Unit No.: **7868 Marbledoe St. Antelope-Unit 1, Plat Book 115, Page 89, Lot 139, Block B**

The reputed owner is: Henry & Freddie Ivy

Common address: 7868 Marbledoe St. Las Vegas, NV 89149

Owner's mailing address: 14389 Madonna Ct. Magalia, CA 95954

DELINQUENCY FOR ACCT #111931

Total Amount due as of 10/5/10	\$3,010.00
--------------------------------	------------

Additional monies shall accrue under this claim at the rate of the claimant's periodic violations, plus permissible late charges, costs of collection and interest and other charges, if any, that shall accrue subsequent to the date of this notice.

The acting agency for enforcement on this lien is:

ANTELOPE HOA

C/O CAMCO
PO BOX 12117
LAS VEGAS NV 89112
(702) 531-3382

DATED: 10/5/2010

Nelda Mitaly
NELDA MITALY, HOA Account Manager

STATE OF NEVADA
COUNTY OF CLARK

On 10/5/10 before me, the undersigned, a Notary Public in and for said county, personally appeared, NELDA MITALY personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the within Instrument and acknowledged to me that he/she 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.

WITNESS my hand and official seal.

Kelly Mitchell
KELLY MITCHELL, Notary Public



Exhibit 5

Exhibit 5

Exhibit 5

Inst #: 201102170001289
Fees: \$14.00
N/C Fee: \$0.00
02/17/2011 09:33:20 AM
Receipt #: 680059
Requestor:
ALESSI & KOENIG LLC (JUNES
Recorded By: KXC Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

When recorded mail to:

THE ALESSI & KOENIG, LLC
9500 West Flamingo Rd., Ste 100
Las Vegas, Nevada 89147
Phone: 702-222-4033

A.P.N. 125-18-112-069

Trustee Sale No. 18842-7868

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER HOMEOWNERS ASSOCIATION LIEN

WARNING! IF YOU FAIL TO PAY THE AMOUNT SPECIFIED IN THIS NOTICE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE! You may have the 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. The sale may not be set until ninety days from the date this notice of default recorded, which appears on this notice. The amount due is **\$2,522.33** as of **January 7, 2011** and will increase until your account becomes current. To arrange for payment to stop the foreclosure, contact: **Antelope Homeowners Association**, c/o Alessi & Koenig, 9500 W. Flamingo Rd, Ste 100, Las Vegas, NV 89147.

THIS NOTICE pursuant to that certain Assessment Lien, recorded on **November 12, 2009** as document number **0004474**, of Official Records in the County of **Clark**, State of Nevada. Owner(s): **Henry & Freddie Ivy**, of **Lot 139 Block B**, as per map recorded in **Book 115, Pages 89**, as shown on the Condominium Plan, Recorded on as document number **Pending** as shown on the Subdivision map recorded in Maps of the County of **Clark**, State of Nevada. **PROPERTY ADDRESS: 7868 Marbledoe Ct., Las Vegas, NV 89149**. If you have any questions, you should contact an attorney. 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.** NOTICE IS HEREBY GIVEN THAT The Alessi & Koenig is appointed trustee agent under the above referenced lien, dated **November 12, 2009**, executed by **Antelope Homeowners Association** to secure assessment obligations in favor of said Association, pursuant to the terms contained in the Declaration of Covenants, Conditions, and Restrictions (CC&Rs). A default in the obligation for which said CC&Rs has occurred in that the payment(s) have not been made of homeowners assessments due from and all subsequent assessments, late charges, interest, collection and/or attorney fees and costs. Dated: **January 7, 2011**



Naomi Eden, Alessi & Koenig, LLC on behalf of **Antelope Homeowners Association**

Exhibit 6

Exhibit 6

Exhibit 6

Inst #: 201108110003087

Fees: \$14.00

N/C Fee: \$0.00

08/11/2011 09:59:58 AM

Receipt #: 875604

Requestor:

ALESSI & KOENIG LLC (JUNES

Recorded By: CDE Pgs: 1

DEBBIE CONWAY

CLARK COUNTY RECORDER

When recorded mail to:
Alessi & Koenig, LLC
9500 West Flamingo Rd., Suite 205
Las Vegas, NV 89147
Phone: 702-222-4033

APN: 125-18-112-069

TSN 18842-7868

NOTICE OF TRUSTEE'S SALE

WARNING! A SALE OF YOUR PROPERTY IS IMMINENT! UNLESS YOU PAY THE AMOUNT SPECIFIED IN THIS NOTICE BEFORE THE SALE DATE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE. YOU MUST ACT BEFORE THE SALE DATE. IF YOU HAVE ANY QUESTIONS, PLEASE CALL The Alessi & Koenig at 702-222-4033. IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMAN'S OFFICE, NEVADA REAL ESTATE DIVISION, AT 1-877-829-9907 IMMEDIATELY.

NOTICE IS HEREBY GIVEN THAT:

On September 14, 2011, Alessi & Koenig as duly appointed Trustee pursuant to a certain lien, recorded on November 12, 2009, as instrument number 0004474, of the official records of Clark County, Nevada, WILL SELL THE BELOW MENTIONED PROPERTY TO THE HIGHEST BIDDER FOR LAWFUL MONEY OF THE UNITED STATES, OR A CASHIERS CHECK at: 4:00 P.M. at 930 S. 4th Street, Las Vegas Nevada 89101.

The street address and other common designation, if any, of the real property described above is purported to be: 7868 Marbledoe Ct., Las Vegas, NV 89149. The owner of the real property is purported to be: Henry & Freddie Ivy

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designations, if any, shown herein. Said sale will be made, without covenant or warranty, expressed or implied, regarding title, possession or encumbrances, to pay the remaining principal sum of a note, homeowner's assessment or other obligation secured by this lien, with interest and other sum as provided therein: plus advances, if any, under the terms thereof and interest on such advances, plus fees, charges, expenses, of the Trustee and trust created by said lien. The total amount of the unpaid balance of the obligation secured by the property to be sold and reasonable estimated costs, expenses and advances at the time of the initial publication of the Notice of Sale is \$3,798.39. Payment must be in cash, a cashier's check drawn on a state or national bank, a check drawn by a state bank or federal credit union, or a check drawn by a state or federal savings and loan association, savings association, or savings bank specified in section 5102 of the Financial Code and authorized to do business in this state.

Date: June 20, 2011



By: Branko Jestic on behalf of Antelope Homeowners Association

Exhibit 7

Exhibit 7

Exhibit 7

Inst #: 201204160000922
Fees: \$17.00
N/C Fee: \$0.00
04/16/2012 09:12:04 AM
Receipt #: 1130892
Requestor:
ALESSI & KOENIG LLC (JUNES
Recorded By: RNS Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

When recorded mail to:
Alessi & Koenig, LLC
9500 West Flamingo Rd., Suite 205
Las Vegas, NV 89147
Phone: 702-222-4033

APN: 125-18-112-069

TSN 18842-7868

NOTICE OF TRUSTEE'S SALE

WARNING! A SALE OF YOUR PROPERTY IS IMMINENT! UNLESS YOU PAY THE AMOUNT SPECIFIED IN THIS NOTICE BEFORE THE SALE DATE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE. YOU MUST ACT BEFORE THE SALE DATE. IF YOU HAVE ANY QUESTIONS, PLEASE CALL Alessi & Koenig at 702-222-4033. IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMAN'S OFFICE, NEVADA REAL ESTATE DIVISION, AT 1-877-829-9907 IMMEDIATELY.

NOTICE IS HEREBY GIVEN THAT:

On May 9, 2012, Alessi & Koenig as duly appointed Trustee pursuant to a certain lien, recorded on November 12, 2009, as instrument number 0004474, of the official records of Clark County, Nevada, WILL SELL THE BELOW MENTIONED PROPERTY TO THE HIGHEST BIDDER FOR LAWFUL MONEY OF THE UNITED STATES, OR A CASHIERS CHECK at: 2:00 p.m., at 9500 W. Flamingo Rd., Suite #205, Las Vegas, NV 89147 (Alessi & Koenig, LLC Office Building, 2nd Floor)

The street address and other common designation, if any, of the real property described above is purported to be: 7868 Marbledoe Ct., Las Vegas, NV 89149. The owner of the real property is purported to be: HENRY E & FREDDIE S IVY

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designations, if any, shown herein. Said sale will be made, without covenant or warranty, expressed or implied, regarding title, possession or encumbrances, to pay the remaining principal sum of a note, homeowner's assessment or other obligation secured by this lien, with interest and other sum as provided therein: plus advances, if any, under the terms thereof and interest on such advances, plus fees, charges, expenses, of the Trustee and trust created by said lien. The total amount of the unpaid balance of the obligation secured by the property to be sold and reasonable estimated costs, expenses and advances at the time of the initial publication of the Notice of Sale is \$4,161.61. Payment must be in cash, a cashier's check drawn on a state or national bank, a check drawn by a state bank or federal credit union, or a check drawn by a state or federal savings and loan association, savings association, or savings bank specified in section 5102 of the Financial Code and authorized to do business in this state.

Date: April 4, 2012



By: Ryan Kerbow, Esq. of Alessi & Koenig LLC on behalf of Antelope Homeowners Association

Exhibit 8

Exhibit 8

Exhibit 8

Inst #: 201207020001432

Fees: \$17.00

N/C Fee: \$0.00

07/02/2012 01:57:36 PM

Receipt #: 1219673

Requestor:

ALESSI & KOENIG LLC

Recorded By: GILKS Pgs: 1

DEBBIE CONWAY

CLARK COUNTY RECORDER

When recorded mail to:
Alessi & Koenig, LLC
9500 West Flamingo Rd., Suite 205
Las Vegas, NV 89147
Phone: 702-222-4033

APN: 125-18-112-069

TSN 18842-7868

NOTICE OF TRUSTEE'S SALE

WARNING! A SALE OF YOUR PROPERTY IS IMMINENT! UNLESS YOU PAY THE AMOUNT SPECIFIED IN THIS NOTICE BEFORE THE SALE DATE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE. YOU MUST ACT BEFORE THE SALE DATE. IF YOU HAVE ANY QUESTIONS, PLEASE CALL Alessi & Koenig at 702-222-4033. IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMAN'S OFFICE, NEVADA REAL ESTATE DIVISION, AT 1-877-829-9907 IMMEDIATELY.

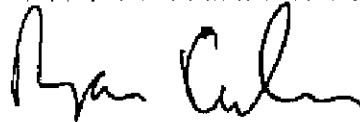
NOTICE IS HEREBY GIVEN THAT:

On July 25, 2012, Alessi & Koenig as duly appointed Trustee pursuant to a certain lien, recorded on November 12, 2009, as instrument number 0004474, of the official records of Clark County, Nevada, WILL SELL THE BELOW MENTIONED PROPERTY TO THE HIGHEST BIDDER FOR LAWFUL MONEY OF THE UNITED STATES, OR A CASHIERS CHECK at: 2:00 p.m., at 9500 W. Flamingo Rd., Suite #205, Las Vegas, Nevada 89147 (Alessi & Koenig, LLC Office Building, 2nd Floor)

The street address and other common designation, if any, of the real property described above is purported to be: 7868 Marbledoe Ct., Las Vegas, NV 89149. The owner of the real property is purported to be: HENRY E & FREDDIE S IVY

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designations, if any, shown herein. Said sale will be made, without covenant or warranty, expressed or implied, regarding title, possession or encumbrances, to pay the remaining principal sum of a note, homeowner's assessment or other obligation secured by this lien, with interest and other sum as provided therein: plus advances, if any, under the terms thereof and interest on such advances, plus fees, charges, expenses, of the Trustee and trust created by said lien. The total amount of the unpaid balance of the obligation secured by the property to be sold and reasonable estimated costs, expenses and advances at the time of the initial publication of the Notice of Sale is \$5,071.87. Payment must be in cash, a cashier's check drawn on a state or national bank, a check drawn by a state bank or federal credit union, or a check drawn by a state or federal savings and loan association, savings association, or savings bank specified in section 5102 of the Financial Code and authorized to do business in this state.

Date: June 7, 2012



By: Ryan Kerbow, Esq. of Alessi & Koenig LLC on behalf of Antelope Homeowners Association

Exhibit 9

Exhibit 9

Exhibit 9



Inst #: 201208030003275
 Fees: \$17.00 N/C Fee: \$0.00
 RPTT: \$30.60 Ex: #
 08/03/2012 03:46:48 PM
 Receipt #: 1259901
 Requestor:
 ALESSI & KOENIG LLC
 Recorded By: COJ Pgs: 2
 DEBBIE CONWAY
 CLARK COUNTY RECORDER

When recorded mail to and
 Mail Tax Statements to:
SFR Investments Pool I, LLC
 2920 N. Green Valley Parkway
 Building 5, St 525
 Henderson, NV 89014

A.P.N. No.125-18-112-069

TS No. 18842-7868

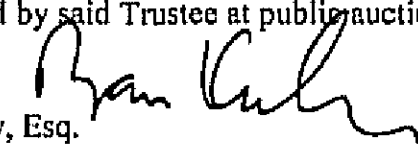
TRUSTEE'S DEED UPON SALE

The Grantee (Buyer) herein was: **SFR Investments Pool I, LLC**
 The Foreclosing Beneficiary herein was: **Antelope Homeowners Association**
 The amount of unpaid debt together with costs (Real Property Transfer Tax Value): **\$5,950.00**
 The amount paid by the Grantee (Buyer) at the Trustee's Sale: **\$5,950.00**
 The Documentary Transfer Tax: **\$30.60**
 Property address: **7868 Marbledoe Ct., Las Vegas, NV 89149**
 Said property is in [] unincorporated area: **City of Las Vegas**
 Trustor (Former Owner that was foreclosed on): **HENRY E & FREDDIE S IVY**

Alessi & Koenig, LLC (herein called Trustee), as the duly appointed Trustee under that certain Notice of Delinquent Assessment Lien, recorded November 12, 2009 as instrument number 0004474, in Clark County, does hereby grant, without warranty expressed or implied to: **SFR Investments Pool I, LLC** (Grantee), all its right, title and interest in the property legally described as: **Lot 139 Block B**, as per map recorded in Book 115, Pages 89 as shown in the Office of the County Recorder of Clark County Nevada.

TRUSTEE STATES THAT:

This conveyance is made pursuant to the powers conferred upon Trustee by NRS 116 et seq., and that certain Notice of Delinquent Assessment Lien, described herein. Default occurred as set forth in a Notice of Default and Election to Sell which was recorded in the office of the recorder of said county. All requirements of law regarding the mailing of copies of notices and the posting and publication of the copies of the Notice of Sale have been complied with. Said property was sold by said Trustee at public auction on July 25, 2012 at the place indicated on the Notice of Trustee's Sale.


 Ryan Kerbow, Esq.

Signature of AUTHORIZED AGENT for Alessi&Koenig, LLC

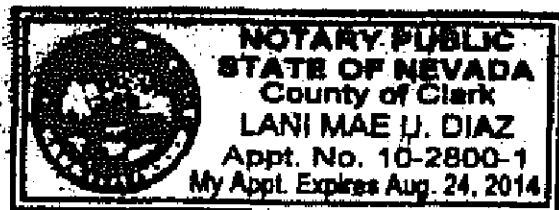
State of Nevada)
 County of Clark)

SUBSCRIBED and SWORN to before me



WITNESS my hand and official seal.

(Seal)



 (Signature)

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)

a. 125-18-112-069
b. _____
c. _____
d. _____

2. Type of Property:

a. ☐ Vacant Land b. ☒ Single Fam. Res.
c. ☐ Condo/Twnhse d. ☐ 2-4 Plex
e. ☐ Apt. Bldg f. ☐ Comm'l/Ind'l
g. ☐ Agricultural h. ☐ Mobile Home
Other _____

FOR RECORDERS OPTIONAL USE ONLY

Book _____ Page: _____

Date of Recording: _____

Notes: _____

3.a. Total Value/Sales Price of Property \$ 5,950.00
b. Deed in Lieu of Foreclosure Only (value of property (_____))
c. Transfer Tax Value: \$ 5,950.00
d. Real Property Transfer Tax Due \$ 30.60

4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090, Section _____

b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature  Capacity: Grantor

Signature _____ Capacity: _____

**SELLER (GRANTOR) INFORMATION
(REQUIRED)**

Print Name: Alessi&Koenig, LLC
Address: 9500 W Flamingo 205
City: Las Vegas
State: NV Zip: 89147

**BUYER (GRANTEE) INFORMATION
(REQUIRED)**

Print Name: SFR Investments Pool I, LLC
Address: 2920 N.Green Valley, Buil 5, #525
City: Henderson
State: NV Zip: 89014

COMPANY/PERSON REQUESTING RECORDING (Required if not seller or buyer)

Print Name: Alessi&Koenig, LLC
Address: 9500 W Flamingo 205
City: Las Vegas

Escrow # N/A Foreclosure
State: NV Zip: 89147

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

Exhibit 10

Exhibit 10

Exhibit 10



20040623-0002016

Fee \$72.00

06/23/2004 10:37:00 T20040043959

Req: NORTH AMERICAN TITLE COMPANY

Frances Deane

Clark County Recorder - Pos: 59

APN: 125-18-112-005 thru 008
079 thru 098
107 thru 118

WHEN RECORDED RETURN TO:

SANTORO, DRIGGS, WALCH,
KEARNEY, JOHNSON & THOMPSON
400 S. Fourth Street, Third Floor
Las Vegas, Nevada 89101
Attention: David G. Johnson, Esq.

51

DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
ANTELOPE HOMEOWNERS' ASSOCIATION

to any declaration of homestead, and except as provided in Section 5.08 hereof, such lien shall survive and not be affected by the conveyance of the Lot subject to the delinquent Assessment to a third-party purchaser. Such lien shall be created in accordance with NRS § 116.3116 and shall be foreclosed in the manner provided for in NRS § 116.31162-116.31168 as is now or hereafter may be in effect. A certificate executed and acknowledged by any two (2) members of the Board stating the indebtedness secured by such lien shall be conclusive upon the Association as to the amount of such indebtedness as of the date of the certificate in favor of all Persons who rely thereon in good faith, and such certificate shall be furnished to any Owner upon request at a reasonable fee not to exceed Ten Dollars (\$10.00). In addition to foreclosure of the Assessment lien, the Association may, but is not obligated to, bring an action to recover judgment against the Member personally obligated to pay the delinquent regular or special Assessment after having provided to that Member thirty (30) days' written notice of the delinquency. The Board may suspend the voting rights in the Association and right to use any of the recreational facilities of the Common Area of any Owner during any period any Assessment due from such Owner is unpaid. Assessments may be payable in installments; but a lien in the full amount of the Assessment shall be a lien against the Lot from the time the first installment becomes due. In the event an Assessment is past due more than fifteen (15) days, the Board may declare immediately due and payable the total amount assessed against the Owner and the Lot for that fiscal year. The Association may foreclose a lien by sale for the failure to pay Assessments as provided in the Act.

5.08 Mortgage Protection. Notwithstanding any other provision of this Declaration, no lien created under this Article V or under any other Article of this Declaration; nor any lien arising by reason of any breach of this Declaration; nor the enforcement of any provision of this Declaration, shall defeat or render invalid the rights of the beneficiary under any Recorded Mortgage of first and senior priority now or hereafter upon a Lot, made in good faith and for value, perfected before the date on which the Assessment sought to be enforced became delinquent. However, after the foreclosure of any such first Mortgage, such Lot shall remain subject to this Declaration and shall be liable for all regular Assessments and all special Assessments levied subsequent to the date six (6) months prior to the institution of an action to foreclose on any such first Mortgage.

5.09 Effect of Amendments on Mortgages. Notwithstanding the provisions of Section 10.03 hereof, no amendment of Section 5.08 of this Declaration shall affect the rights of any beneficiary whose Mortgage has senior priority as provided in Section 5.08 and who does not join in the execution thereof, provided that its Mortgage is Recorded in the real property records of Clark County, Nevada, prior to the Recordation of such amendment; provided, however, that after foreclosure or conveyance in lieu of foreclosure, the property that was subject to such Mortgage shall be subject to such amendment.

5.10 Annual Assessments Paid By Declarant. Declarant shall pay all Assessments on all Lots owned by Declarant (but not on any Lots in any Annexable Area until both of the following shall occur: (a) such Annexable Area is actually annexed to and becomes a part of the Property; and (b) the first day of the month following the close of the first sale

AFFIDAVIT OF SERVICE

Alan D. Shuman

CLERK OF THE COURT

DISTRICT COURT
CLARK COUNTY, STATE OF NEVADA

U.S. Bank, National Association as Trustee for Merrill
Lynch Mortgage Investors Trust, Mortgage Loan
Asset-Backed Certificates, Series 2005-A8,

Plaintiff(s)

v.

SFR Investments Pool 1, LLC, a Nevada limited liability
company; et al.

Defendant(s)

Case No.: A-16-739867-C

Jake R. Spencer, Esq., Bar No. 12282
WRIGHT FINLAY & ZAK - LITIGATION
7785 W. Sahara Ave 200
Las Vegas, NV 89117
(702) 475-7864

Attorneys for the Plaintiff

Client File# IVY 614-2014212

I, Dustin Gross, being sworn, states: That I am a licensed process server registered in Nevada. I received a copy of the Summons; Complaint; Lis Pendens, from WRIGHT FINLAY & ZAK - LITIGATION

That on 7/21/2016 at 2:04 PM I served the above listed documents to SFR Investments Pool 1, LLC - c/o Paracorp Incorporated, Registered Agent by personally delivering and leaving a copy at 318 N. Carson Street, Suite 208, Carson City, NV 89701 with Michele Calkins - Account Executive, a person of suitable age and discretion, authorized by Registered Agent to accept service of process at the above address shown on the current certificate of designation filed with the Secretary of State.

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

Gender: Female, Race: Caucasian, Age: 50's, Height: 5'6", Weight: 150 lbs., Hair: Brown, Eyes: N/A

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

Date: 7/26/2016

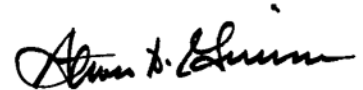
Dustin Gross

Dustin Gross
Registered Work Card# R-081118
State of Nevada

(No Notary Per NRS 53.045)

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





CLERK OF THE COURT

TRAN

DISTRICT COURT
CLARK COUNTY, NEVADA
* * * * *

U.S. BANK, NATIONAL ASSOCIATION,)
)
Plaintiff,)
)
vs.)
)
SFR INVESTMENTS POOL 1, LLC,)
)
Defendant.)

CASE NO A-16-739867-C
DEPT NO. XXXI

**TRANSCRIPT OF
PROCEEDINGS**

BEFORE THE HONORABLE JOANNA S. KISHNER, DISTRICT COURT JUDGE

**RE: DEFENDANT'S MOTION TO DISMISS PLAINTIFF'S
COMPLAINT PURSUANT TO NRCP 12(b) (6)**

TUESDAY, OCTOBER 4, 2016

APPEARANCES:

FOR THE PLAINTIFF: DANA J. NITZ, ESQ.

FOR THE DEFENDANT: DIANA CLINE EBRON, ESQ.
VANESSA S. GOULET, ESQ.

RECORDED BY: RACHELLE HAMILTON, COURT RECORDER
TRANSCRIBED BY: JD REPORTING, INC.

1 **LAS VEGAS, CLARK COUNTY, NEVADA, OCTOBER 4, 2016, 10:37 A.M.**

2 * * * * *

3 THE COURT: SFR Investment Pool 1 LLC's motion to
4 dismiss plaintiff's complaint pursuant to NRCP 12(b)(6).

5 MS. GOULET: Good morning, Your Honor. Vanessa
6 Goulet on behalf of SFR.

7 MS. EBRON: Diana Cline Ebron on behalf of SFR.

8 UNIDENTIFIED SPEAKER: I'm sorry, Judge. What page
9 are we on?

10 THE COURT: We are on page 1, the only one on my
11 9:30.

12 UNIDENTIFIED SPEAKER: Okay. Thank you.

13 THE COURT: Counsel, you're here as well, aren't you,
14 for this one? Wright Finlay Zak?

15 MR. NITZ: Yes. Okay. Is this the U.S. Bank versus
16 SFR case?

17 THE COURT: Yes.

18 MR. NITZ: Okay. I didn't hear you frame it that
19 way.

20 THE COURT: No worries.

21 MR. NITZ: I thought you said SFR first, but in any
22 case I'm here.

23 THE COURT: Okay. No, it was SFR's motion to
24 dismiss, but sorry I was speaking rather quickly. Once again,
25 I'm trying to be cognizant of you all's time, but it's -- I

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1 will slow it down.

2 So U.S. Bank, National Association versus SFR
3 Investments Pool 1, Case 739867 on my 9:30 calendar.

4 Counsel, can I get your appearances, please.

5 MS. EBRON: Yes, Your Honor. Dana Nitz on behalf of
6 U.S. Bank, plaintiff.

7 MS. GOULET: Again, Vanessa Goulet on behalf of SFR.

8 MS. EBRON: Diana Cline Ebron on behalf of SFR
9 Investments Pool 1 LLC.

10 THE COURT: Okay. So this is SFR Investment Pool
11 1 LLC's motion to dismiss plaintiff's complaint pursuant --

12 So go ahead.

13 MS. GOULET: Your Honor, I believe we'll just submit
14 this on the briefs unless you have any questions.

15 THE COURT: Indispensable party.

16 Go ahead, Counsel.

17 MR. NITZ: I'll argue briefly, Your Honor.

18 THE COURT: Sure. Go ahead.

19 MR. NITZ: First, Rule 19 doesn't provide for a
20 dismissal at this stage. At best you could say Rule 19
21 divides --

22 THE COURT: Wait a second. Counsel for Allesse &
23 Koenig, was she going to make an appearance? She was here, and
24 then she left.

25 THE CLERK: She checked in, Your Honor.

1 THE COURT: She checked in for this case. I'm sorry.
2 I saw her walk up with you, and then I bent down, and now
3 she's --

4 MS. GOULET: Would you like me to pop out and see if
5 she's there?

6 THE COURT: Do you mind real quickly?

7 MS. GOULET: Okay.

8 THE COURT: I just want to see if since she checked
9 in for this case from a courtesy --

10 MR. NITZ: I don't know why. They're not a party,
11 but --

12 THE COURT: I don't know why, but if I give any
13 counsel who appears, says they want to be here on a case, I
14 will give them the courtesy that they can check-in, and then
15 someone can object.

16 MR. NITZ: You bet.

17 THE COURT: No?

18 MS. EBRON: I don't think they're named.

19 MS. GOULET: They're not; that's the issue I believe
20 here, yeah.

21 MR. NITZ: They're not named. They're not a party.

22 THE COURT: No. Okay. Well, if she left, she
23 didn't --

24 MS. EBRON: Maybe she thought it was something else.

25 THE COURT: What?

1 MS. EBRON: Maybe she thought it was something else.

2 THE COURT: Marshal, can you walk out just in the
3 hallway just to see because she was here for one of the
4 9 o'clocks, not here for the other.

5 Okay. I'm just, if you don't mind, your patience
6 just for one moment I just want to, since she was here, make
7 sure it wasn't some kind of personal reason that we're -- I
8 want to make sure I'm being courtesy -- extending courtesy to.
9 Then I'll let you --

10 And she didn't indicate to anyone in the gallery that
11 she had some reason she needed to leave, right?

12 MS. GOULET: No.

13 MS. EBRON: No.

14 THE COURT: Okay. I'm trying to be appreciative.
15 Sometimes people have, you know, medical or other reasons that
16 things come up, and I don't want to start something without
17 giving an opportunity to appear if she chose to do so. Maybe
18 she realized it wasn't her case.

19 We'll just wait till my marshal comes back in in just
20 a moment, and then we'll continue if there's a reason we should
21 be holding off.

22 No?

23 THE MARSHAL: She's not on the floor, Judge, unless
24 she's in the restroom. I can't go in there.

25 THE COURT: I'm not asking you to, but thank you.

1 Okay. So what the Court's going to do is: She did
2 not indicate to anyone in the gallery nor my marshal that there
3 was a need to leave quickly. We've looked on the floor,
4 unless -- although she checked in for this case, she's not
5 named in this case, and so the Court's inclined to move forward
6 since I have the parties that have filed the motion and who
7 have opposed the motion, and then if she chooses to return
8 back, then address that at that time.

9 Does that work for the parties?

10 MR. NITZ: That's fine, Your Honor.

11 MS. GOULET: Yes, Your Honor.

12 THE COURT: Because I'm not seeing a prejudice
13 because she's not a party to this case, and at this juncture it
14 may have just been a confusion of whether she was on this case
15 or not.

16 Go ahead, Counsel.

17 MR. NITZ: I actually thought she had appeared
18 earlier on a different case, but maybe --

19 THE COURT: She did.

20 MR. NITZ: All right.

21 THE COURT: Alessi & Koenig was on three cases.
22 Potentially she was here for one, was not here, and then had
23 checked in for this one, but did not show a listing. So we
24 added the name, just like we would from a courtesy if anyone
25 says they want to do it.

1 MR. NITZ: Sure.

2 THE COURT: And wait and see if somebody objects and
3 find out what's going on.

4 Go ahead, Counsel.

5 MR. NITZ: The basis for the motion is Rule 19.
6 Rule 19 doesn't provide for a dismissal at this stage. At best
7 you could say Rule 19 provided for you to make an order that we
8 add a party, and then if we didn't, then you could dismiss it.
9 In this case they've said that the HOA and the HOA trustee are
10 necessary and indispensable parties to the litigation, simply
11 not true.

12 If you look at the claim, what are we seeking? We're
13 seeking declaratory relief and quiet title. We're seeking
14 unjust enrichment against SFR, and we're seeking preliminary
15 affirmative injunction against SFR. None of those things
16 require the involvement of the HOA or the trustee.

17 In this particular case, if you look at the prayer,
18 what are we seeking --

19 THE COURT: Counsel, did you wish to be on this case,
20 or did you just inadvertently make a -- you're not listed on
21 this case, but you had come in and left, and so --

22 ATTORNEY: I apologize, Your Honor. I'm actually
23 here -- it was one of your 9 o'clocks. It's the Case A726738.

24 (Colloquy off the record.)

25 THE COURT: Just give me one second, Counsel.

1 (Colloquy off the record.)

2 THE COURT: So you're not here on this case. We can
3 move forward?

4 ATTORNEY: No, Your Honor.

5 THE COURT: Okay.

6 ATTORNEY: Thank you, Your Honor.

7 THE COURT: Thank you so very much. Appreciate it.

8 MR. NITZ: Third time's the charm.

9 All right. So if you look at the prayer --

10 THE COURT: Look at the prayer, and you say it should
11 amendment not dismissal at this time if they're indispensable.
12 parties given --

13 Go ahead, Counsel.

14 MR. NITZ: You got it. If you look at the prayer,
15 what we seek is the declaration of determination, one, that
16 U.S. Bank's interest is secured against the property; two, that
17 U.S. Bank's first deed of trust was not extinguished by the
18 sale; three, that U.S. Bank's interest is superior to the
19 interests of SFR; four, that all transfers of title to the
20 property are and were subject to U.S. Bank's deed of trust, and
21 that the deed of trust continues to encumber the title in
22 senior position. None of these things require the
23 participation of the HOA or the trustee.

24 The next one, declaration and determination that the
25 HOA sale was invalid to the extent it purports to convey --

1 that it purports to convey the property free and clear to
2 the -- SFR to the buyer. Again, it doesn't matter if the HOA
3 is here. SFR purchased the property. The foreclosure date
4 indicates that it's without warranty.

5 The next point is in the alternative for declaration
6 and determination that the HOA sale was invalid and conveyed no
7 right, title, interest to SFR or its incumbents or successors
8 or assigns. Once again, the HOA is not a necessary party.

9 The other types of relief that we seek are
10 preliminary injunction that they can't sell the property, that
11 preliminary injunction that they have to pay the insurance,
12 taxes, and the HOA dues during the pendency of litigation.
13 Again there's no need for the involvement of the HOA there;
14 that they segregate any rent, again no necessity to involve the
15 HOA or the trustee. So none of these prayers for relief
16 involve the HOA.

17 Now, even if we were required to amend to bring in
18 the HOA, what we would be faced with immediately at this point
19 is a McKnight motion. I don't recall what your specific
20 preference is on McKnight motions, but most of the Courts
21 either dismiss the case or dismiss it in part, whatever. But
22 in this case the HOA has no adverse interest to the relief that
23 we seek. The HOA -- all of the relief that I just indicated
24 can be handed out by the Court without any involvement of the
25 HOA.

1 As far as the HOA trustee, the trustee is the HOA's
2 agent. So there's no need to involve the HOA in this -- HOA
3 trustee in this process, even if the HOA was necessary and
4 before the Court.

5 So in sum, the parties aren't indispensable parties.
6 Even if they were, and your -- at most Your Honor could order
7 that we add them as parties. Then what would happen? They'd
8 file their McKnight motion. It would just put it down further
9 on the calendar, on the docket.

10 In this case, we're particularly hamstrung because we
11 would have named the HOA and trustee. We had valid grounds to
12 name them, as we set forth in our NRED complaint, but we did
13 our NRED complaint a year ago, and they didn't even issue the
14 packet until February, and we immediately served the HOA and
15 the trustee. It's not our fault that the mediator hasn't set
16 the thing for a mediation.

17 So at most, if Your Honor was inclined to grant the
18 motion to dismiss, then it should simply stay the matter until
19 the NRED matter is complete, and then we can amend the
20 complaint and bring in the HOA and the trustee.

21 So we would request that you deny the motion
22 outright, and then we can go forward, have our ACC, file our
23 JCCR, conduct whatever discovery is necessary, amend and bring
24 in parties by the deadline set in the scheduling order, and by
25 that point maybe the mediation will be complete before NRED,

1 and we won't face an immediate McKnight motion.

2 THE COURT: Okay.

3 MS. GOULET: Your Honor, I think counsel fails to
4 mention the prayer for relief that -- or the complaint makes
5 several allegations regarding the invalidity of the sale. The
6 sale should be voided, and actually there's a relief requested
7 that the sale be made invalid. If the sale is unwound, that
8 absolutely affects the parties, and complete relief cannot be
9 afforded. If the sale is unwound, the association's lien and
10 interest will be affected.

11 THE COURT: They've been paid. So how would their
12 lien interest be impacted?

13 MS. GOULET: If the sale is unwound, then the money
14 would have to be returned, and the lien -- the association
15 would then have a lien interest in the property again.

16 THE COURT: Okay. Go ahead.

17 MS. GOULET: The complaint also asks that the Court
18 order Alessi & Koenig to deposit the funds with the Court, and
19 yet again Alessi & Koenig -- the excess proceeds, and yet
20 Alessi & Koenig has not been named as a party in the case.
21 They are indispensable parties. To the extent that they're
22 asking for relief that the sale be unwound, absolutely the
23 association and Alessi should be named.

24 Furthermore, the potential for future litigation in
25 the event that the sale is unwound is also there, potential

1 litigation between buyer and association, buyer and the
2 trustee, et cetera.

3 THE COURT: But wouldn't that mean you'd have to
4 bring them in? If it's buyer, that's you, right? So if
5 they're -- couldn't that be done through normal pleading
6 practice --

7 MS. GOULET: We don't concede that there's any -- we
8 don't concede that there is any wrongdoing on the part of the
9 association.

10 THE COURT: All right. Your backup alternative. I
11 get that it's your backup alternative.

12 MS. GOULET: Right. But to the extent that the bank
13 is asking for relief that the sale be unwound, that the sale be
14 set aside, the association relief can't be afforded without the
15 participation of those parties, at the very least the
16 association.

17 THE COURT: Okay. So counsel in his opposition, both
18 in the pleadings and as summarized in oral argument, was saying
19 this is kind of more -- and I'm paraphrasing -- this is more of
20 a timing issue, that at this juncture, at the early stage it
21 shouldn't be subject to a motion to dismiss because don't know
22 at this juncture whether or not the HOA and/or the HOA's
23 trustee Alessi & Koenig are indispensable parties, that
24 although there is certain relief requested -- you know what I
25 mean -- they've got time to add parties, right, under standard

1 pleading rules, so that it should be fleshed out in discovery.

2 What would be your response to that from a timing
3 standpoint?

4 MS. GOULET: Well, they are still indispensable
5 parties to the case.

6 THE COURT: How do I know that on the face of the
7 complaint is really kind of the gist because --

8 MS. GOULET: Because of the relief that they're
9 asking. The complaint set forth several allegations regarding
10 voiding the sale, the --

11 THE COURT: You're talking about paragraph 9?

12 MS. GOULET: -- alleged acts of the association and
13 the trustee that would affect the validity of the sale as per
14 their allegations, and so they are absolutely indispensable
15 parties for that reason. They would have to show that the
16 association did something wrong.

17 THE COURT: Okay. Counsel, I'm going to let him
18 respond, and you're going to get last word.

19 But since I'm trying to clarify the impact of
20 paragraph 9 on your prayer for relief, do you need me to read
21 it? Do you have a copy of it in front of you? I can read it.

22 It's in essence the argument of what your colleague
23 had requested in a separate motion. Paragraph 9: For a
24 mandatory injunction that the HOA --

25 MR. NITZ: I was just going to address that, Your

1 Honor.

2 THE COURT: Okay. Go ahead.

3 MR. NITZ: I believe that was just a remnant from an
4 earlier draft in the complaint. Obviously the HOA and the
5 trustee are not named as parties. There are no charging
6 allegations against them in the body of the complaint. If Your
7 Honor wanted to enter any order, you could strike the prayer
8 No. 9 at this point, but to dismiss the entirety of the
9 complaint because of one probably inadvertent inclusion makes
10 no sense.

11 And we would admit that without the HOA and the
12 trustee being named in the complaint or served with papers that
13 Your Honor wouldn't have jurisdiction over them anyway. So at
14 best you can say strike the Prayer No. 9 because for whatever
15 reason that it was inadvertently included, but in any case, the
16 motion to dismiss should be denied in its entirety.

17 They go back and talk about the invalidating the
18 sale. Okay. That's not our issue. What we ask for is that
19 the --

20 THE COURT: Yeah.

21 MR. NITZ: -- HOA sale, a declaration that the HOA
22 sale was invalid and conveyed no right, title or interest to
23 SFR. Whatever happens between SFR and the HOA, or SFR and the
24 HOA trustee is not our concern. All we're saying is that it
25 conveyed no right, title, or interest to SFR. So with that

1 relief requested --

2 THE COURT: No interest or no superior interest?

3 MR. NITZ: Pardon?

4 THE COURT: Are you saying it conveyed no interest or
5 no superior interest? Because your paragraph 2 in the prayer
6 for relief says, For declaration and determination that U.S.
7 Bank's interest is superior to the interest of the buyer and
8 all fictitious defendants, but then paragraph 4 says, For
9 declaration and determination of the HOA sale was invalid to
10 the extent it purports to convey the property free and clear.
11 And then 5 says, Or in the alternative for declaration,
12 determination that the HOA sale was invalid and conveyed no
13 right, title or interest to the buyer or its encumbrances,
14 successors, and assigns.

15 So is it they didn't get superior title, or they got
16 nothing, or they got some third alternative which I just didn't
17 mention?

18 MR. NITZ: If you read them all together, we're
19 saying they didn't get superior title, and so that's why it's
20 pled in the alternative. If it appears that they got superior
21 title, then the sale would be invalid and conveyed no right,
22 title, or interest to SFR. It's alternative relief that's
23 sought.

24 But in any case, the HOA is not a necessary party or
25 indispensable party at this point because full and complete

1 relief can be granted to U.S. Bank on the claims for relief
2 that it's asserted against SFR, hold that U.S. Bank had
3 superior title, that its deed of trust was not extinguished by
4 the HOA sale. They took a -- in a -- in an inferior position,
5 the subordinate position.

6 THE COURT: Okay. You get last word. It's your
7 motion. Do you want to wait a sec?

8 MS. GOULET: Thank you. Yes. Thank you.

9 THE COURT: Who is -- no worries.

10 And I'll be right with you on your case right
11 afterwards. That's why we set them at 10. Because then you
12 don't have to wait as long.

13 MS. GOULET: So you had -- Your Honor had
14 mentioned -- specified what I was discussing earlier, the
15 Prayer for Relief No. 9, the injunction that the HOA and the
16 trustee be compelled to deliver the funds. In addition, that
17 would require the association and the lessee's participation in
18 the case.

19 The Prayer for Relief 4, that the declaration that
20 the sale be made invalid, there has to be a finding that
21 the sale -- that there were wrongful acts that would invalidate
22 the sale. That involved -- that would involve a lessee and the
23 association.

24 The bank should have gone to NRED first. We
25 shouldn't have to wait to do discovery without all of the

1 parties. What happens in a lot of these cases is that the bank
2 will bring the association and the foreclosure trustee in at
3 the eleventh hour, and the parties are then -- they request an
4 extension on discovery. That causes a further delay. That's a
5 waste of judicial resources.

6 If the bank is requesting relief that the sale be
7 made invalid, a declaration that the sale be made invalid based
8 on acts of the association and the trustee, those parties need
9 to be brought into this case and should be brought into this
10 case now.

11 THE COURT: What do I do with counsel about opposing
12 counsel's statement that there was some inadvertent pleading
13 going on in the prayer for relief? I mean, is the more -- I'll
14 tell you a suggested potential alternative, is the more prudent
15 thing for this Court to do is to treat that as an oral motion,
16 counter-motion to amend, allow amendment and then determine what
17 to do after I see an amended complaint and see if you all
18 provide a different motion so that I'm actually able to address
19 what counsel says was the intended aspect of the complaint.

20 Because I -- because remember this complaint
21 specifically -- just so we're -- was filed on July 12th,
22 2016. So a lot of your eleventh hour I fully appreciate, but
23 this one -- it's actually a 2016. It's not one of my 2013
24 cases. So should I treat his assertion that -- you know what I
25 mean -- that you'd prefer clarity to see before you file a

1 motion?

2 MS. GOULET: Well, I would first point out that the
3 prayer for relief was likely not inadvertent because it's also
4 set forth in the complaint, in the allegations in the
5 complaint, Section 79, that U.S. Bank is entitled to a
6 mandatory injunction, that the HOA and the trustee again be
7 compelled to deliver the funds.

8 THE COURT: I have counsel saying it isn't --

9 MS. GOULET: As well as -- as well as of course
10 throughout the allegations throughout the complaint that the
11 sale is invalid, that the sale should be voided, and that the
12 sale should be set aside.

13 THE COURT: So should I hear from counsel to see -- I
14 mean, I referenced the prayer because you all we're referencing
15 the prayer. I mean, I don't create arguments. That's you
16 all's job.

17 MS. GOULET: I mean, if this Court is inclined to, I
18 mean, I believe counsel had suggested possibly striking
19 portions of the complaint. Is counsel asking that -- for
20 alternative relief that the sale be set aside, or that it's
21 take subject to? Should we pick one? You know, you strike the
22 portions of the complaint --

23 THE COURT: Hence you --

24 MS. GOULET: -- as to invalidity or avoiding the sale
25 and just leave those, you know, and the injunction regarding

1 the deposit of funds?

2 THE COURT: Hence which is why I was saying did it
3 make more practical sense to raise a countermotion to amend the
4 complaint, allowing the amendment, and then allow you to have
5 clarity of what actually is being asserted so that you can file
6 whatever pleadings you deemed appropriate at that time?

7 MS. GOULET: We would be agreeable to that.

8 THE COURT: Counsel, does that make sense? Because
9 they have pointed out 79, and that's kind of your whole section
10 there by the way.

11 MR. NITZ: I think a more efficient use of the
12 Court's and counsel's resources would just be to strike
13 paragraph 79 and the prayer, that it was -- I -- previously
14 identified.

15 THE COURT: But it's also 78. I mean --

16 MS. GOULET: And that also, Your Honor, doesn't deal
17 with --

18 MR. NITZ: No.

19 MS. GOULET: -- the problem of the --

20 MR. NITZ: No, it's not.

21 THE COURT: Okay. Wait. Hold on a second, Counsel.
22 I can -- I can do a --

23 MS. GOULET: I apologize.

24 THE COURT: -- so we have a clear record for you all,
25 it would be appreciated if you wait a sec.

1 Okay. 78, the way I'm reading it, which is black and
2 white, U.S. Bank is entitled to preliminary injunction
3 requiring buyer to segregate all deposits over which buyer has
4 no control -- over which buyer -- all reps of the court or
5 court appointed trust account over which buyer has no control
6 during the pendency of this action. I can read that a couple
7 of different ways.

8 Is it that you're just saying they have to do an --
9 they're required to do an affirmative accounting, but I don't
10 have it yet, an injunction request in front of me, and that's
11 coming down the pike, or are you saying that they have certain
12 funds that shouldn't have been paid, and those should be
13 segregated out? I'm not sure --

14 MR. NITZ: Well, it doesn't really matter for the
15 purpose of the motion to dismiss because it clearly states the
16 buyer, in other words SFR. SFR is defined as the buyer, and
17 there's no involvement of the HOA or the HOA trustee in that
18 requested relief. So the only thing would be paragraph 79 and
19 the related prayer for relief. So the most efficient thing
20 would be to deny the motion to dismiss, strike Paragraph 79,
21 strike -- strike Prayer No. 9, and let's get on down the road.

22 MS. GOULET: Your Honor, we would also then have to
23 strike the other portions of the complaint that deal with
24 allegations that the sale was void, invalid, the wrongful acts
25 of the association and its trustee.

1 THE COURT: Counsel, are you making an oral motion,
2 an oral countermotion to be granted leave to amend the
3 complaint consistent with what the intention of the complaint,
4 or are you doing an oral motion to strike, or are you not doing
5 any of those, and you wish the Court just to rule on the
6 pending motion?

7 I want to be clear with in front of me so I can make
8 a ruling that's consistent with what the parties are seeking of
9 this Court. I don't want to read into what you're saying is
10 you're intending one thing versus another.

11 MR. NITZ: The oral motion that I am making is to
12 simply strike Paragraph 78 and Prayer No. 9 and require -- deny
13 the motion to dismiss and require SFR to answer the balance of
14 the complaint as is.

15 THE COURT: Counsel, do you mean 78 or 79?

16 MR. NITZ: 70 --

17 MS. GOULET: I believe it's 79.

18 MR. NITZ: It's 79. Did I misspeak? I intended 79.
19 78 was the one that --

20 THE COURT: The one you just --

21 MR. NITZ: -- Your Honor, addressed, and 79 --

22 THE COURT: Right. Right. When you just spoke, I
23 thought you just said 78. So I was clarifying whether or not
24 you meant 78 or 79. Maybe I misheard it, but clarity's a good
25 thing.

1 Okay. Counsel, your response to his oral
2 countermotion.

3 MS. GOULET: We oppose the motion. We ask that the
4 complaint be dismissed for failure to name those parties.
5 Alternatively, if we are striking, if counsel wishes to strike
6 Section 79 and No. 9 from the prayer for relief, we also would
7 ask that the pertinent sections of the complaint that deal with
8 the allegations regarding the invalidity or voiding the sale as
9 well as the prayer for relief No. 4 that pertains to voiding
10 the sale also be stricken or in order to add the parties, the
11 association and Alessi.

12 THE COURT: Well, okay. If I strike it, they're
13 gone. 79 and 9 is gone. I mean --

14 MR. NITZ: Like I said, there are no charging
15 allegations against those parties. So it wouldn't be
16 appropriate for the Court to enter an order against them at
17 this point anyway.

18 THE COURT: Okay. I was trying to make it
19 procedurally easier for you all, but you all don't want it
20 procedurally easy. So that's your choice.

21 Okay. Well, I'm going to deny without prejudice the
22 pending motion to dismiss plaintiff's complaint pursuant to
23 NRCP 12(b)(6), and the reason why am denying that without
24 prejudice is because I'm going to grant defense -- I'm going to
25 grant U.S. Bank National Association as trustee for Merrill

1 Lynch Mortgage Investors, Trust Mortgage, Loan Asset Backed
2 Certificate Series 2005, hyphen, A8, oral motion to strike
3 Paragraph 79 and prayer for relief 9 from its pleading.

4 Since those two ones have been stricken at this
5 juncture without the parties giving me a paragraph-by-paragraph
6 reference of what may or may not then relate to the
7 indispensable party motion, the Court would find that the
8 complaint on its own -- I'm not making any affirmative
9 determination whether it does or not -- I'm just saying its own
10 would meet a general Buzz Stew notice requirement, and then the
11 Court would be denying that motion without prejudice because at
12 that juncture there is not an affirmative allegation that would
13 say that they're indispensable versus witnesses, et cetera, and
14 so I don't have it at this juncture. So I'm denying it without
15 prejudice on a mere NRCP 12 standard, okay.

16 Then with regards -- now, is your NRED part of your
17 motion, or was that just a determination of what the actual
18 impact would be? So I wasn't sure --

19 MS. GOULET: He's saying --

20 THE COURT: -- because he might have -- I'm just
21 saying is my inclination, what that would mean is that it would
22 really moot out the other requested relief with regards to NRED
23 because of the oral motion to strike paragraph 79 and the
24 prayer for relief 9. So I would see it at this juncture moot,
25 but if you've got a different paragraph that it addresses, let

1 me know.

2 MS. GOULET: Your Honor, the paragraphs I have here
3 in our reply, paragraph 28, that the sale was invalid. I
4 believe this is the next one, 29, that the sale was unlawful
5 and is void; 34, that the sale's unlawful and void, 35, 66, 70,
6 86; and -- excuse me -- prayer for relief 4 and 5, not just 4
7 regarding invalidity of the sale.

8 THE COURT: Okay. Consistent with the Court's ruling
9 in denying without prejudice the pending motion pursuant to
10 NRCP 12(b)(6) for indispensable parties, since the Court at
11 this juncture doesn't see that the complaint subject to the
12 paragraphs being stricken, subject to the oral motion to strike
13 doesn't at this juncture because they're the master of their
14 complaints, since I don't have any interpretation that that was
15 intended to be as to parties that are not part of this
16 complaint, yet the Court couldn't require under McKnight,
17 et cetera, that it go to mediation.

18 This is particularly true in the present case because
19 there's been representation by counsel that there is an
20 independent action against the HOA and the trust -- and/or the
21 trustee at NRED already with regards to the McKnight claim and
22 the dec relief, and the injunctive reliefs are specifically by
23 McKnight can still stay here in the courts. And so while I
24 appreciate I might have further relief requests regarding
25 stays, et cetera -- who knows, depending on what happens in

1 this case, that's not before me now.

2 So what I'm basically doing is: There's an
3 assertion, is there not, that you're with NRED right now with
4 regards to the HOA?

5 MR. NITZ: We have an NRED complaint pending against
6 the HOA and the trustee both.

7 THE COURT: Okay. So that's being taken care of, and
8 the Court can -- and (unintelligible) even says the Court could
9 even if they were in the same complaint split -- the complaint
10 split being my term -- split the aspects of the causes of
11 action that could go down to NRED and be pursued here.

12 I don't have that situation -- so I'm not -- I
13 don't -- with regards to the McKnight allegation because at
14 present by denying without prejudice the motion to dismiss
15 under 12(b)(6) for indispensable party, I'm not -- the Court's
16 not ruling at this juncture subject to the two stricken
17 portions that it granted because it granted those two stricken
18 portions, but the rest of the complaint on its face would
19 demonstrate that there is an indispensable party that's
20 necessary from a pure pleading standpoint based on what's been
21 argued and looking at the pleadings on their face.

22 And so what I'm saying is -- I'm not saying it very
23 articulately, am I -- is that the NRED claims that could be
24 potentially subject to your motion to dismiss wouldn't yet be
25 ripe here before this Court because, A, they're already being

1 taken care of in NRED; and B, since the Court had granted the
2 motion to strike, which had arguably affirmative relief against
3 either the HOA and/or its trustee have been stricken, the
4 remaining paragraphs of the complaint do not on their face have
5 the sole interpretation that they would require the HOA and/or
6 the trustee.

7 And so therefore, looking at the nature of the relief
8 sought by the party that drafted the complaint, the Court would
9 find it's appropriate to deny the motion to dismiss under
10 McKnight because what's currently left of the complaint is
11 claims only against the third-party purchaser, slash, buyer --
12 however you'd like to phrase it; they phrased it as buyer --
13 you know, SFR, and there's not affirmative allegations that on
14 their face this Court could only interpret as being subject to
15 McKnight.

16 Basically, they meet Rule 8 standard for pleading to
17 put you on notice that it's claims against you, and there's
18 nothing there currently that affirmatively says that I have
19 indispensable parties at a 12(b)(6) standard.

20 Does that make -- do you need a point of
21 clarification?

22 MS. GOULET: No, I --

23 MS. EBRON: Yeah, I do actually.

24 THE COURT: Okay. Go ahead. It'll click.

25 MS. EBRON: Sorry. I'm not --

1 THE COURT: Sure.

2 MS. EBRON: I'm not sure I understand. In all of the
3 places where they're saying that the sale is void in the
4 complaint, in the -- I don't know --

5 THE COURT: Sure.

6 MS. EBRON: -- at least 10 to 20 --

7 THE COURT: Because the way that --

8 MS. EBRON: -- places they are saying it's void, and
9 that wouldn't be something that would be against the
10 association?

11 THE COURT: Well, I have to look -- well, at this
12 juncture, to the extent that it's been argued that taking out
13 those two, paragraph 79 and the prayer for relief, paragraph 9,
14 means that the relief requested, the primary relief, not the
15 alternative relief -- and you're allowed to plead in the
16 alternative -- but if I look at the primary relief that the
17 complaint could go forward only as to the buyer by the position
18 that the declaration ultimately sought is that the buyer
19 purchased subject to the interest of -- I'm going to use the
20 term bank, for lack of a better word, at this juncture. So
21 since --

22 MS. EBRON: Okay. So can we strike all of the other
23 references to the sale being void and the potential for
24 unwinding the sale at this point then?

25 THE COURT: Well, since I have to look at Rule 8,

1 Buzz Stew, and SFR itself reaffirmed that it only has to give
2 notice, and since you have a clear determination that the
3 intent was not to cover anybody else, that on a pure notice
4 standard, on that very low -- we're not (unintelligible) --
5 then they've put the only party currently in the case on notice
6 that they feel that the only party currently in the case does
7 not hold interest to the property free and clear from their
8 rights is what their assertion is. So I don't yet look to
9 other potential parties because they're saying that
10 interpretation applies only vis-à-vis buyer. Buyer's the only
11 one currently stated.

12 MS. EBRON: Okay. And --

13 THE COURT: And I can't look to a sub caption. I
14 appreciate that if you were to look at cause of action No. 2,
15 it also includes fictitious defendants, but as you know, the
16 Court cannot from a purely procedural standpoint that is viewed
17 as, you know, informational. It doesn't affirmatively do it,
18 and with the requested stricken language, it would thereby --
19 not on its face -- I have to look at what's on its face, you
20 know, is there other reasonable interpretations of what is
21 being alleged?

22 MS. EBRON: Well, I understand that, Your Honor, but
23 there is no way to afford relief if the sale is void. There is
24 no way to afford relief for that claim for relief if the
25 association isn't here.

1 If we're not talking about that, if they want to hang
2 their hat on SFR take subject to, then that's a lot easier to
3 litigate than proving anything about the sale and going through
4 the entire litigation process and then actually ultimately
5 ending up with the association in the case at the end and
6 having to extend discovery because the bank's adding them at
7 the end of the case.

8 THE COURT: I have granted his motion to strike.

9 MS. EBRON: Thank you, Your Honor.

10 THE COURT: But if I've granted his motion to strike,
11 you all I'm sure will provide me whatever implications of that
12 motion to strike after having a full hearing and an opportunity
13 to be heard. So I have counsel saying that their primary
14 argument is subject to with an alternative at this juncture.
15 So that means the complaint can move forward on their primary
16 argument.

17 MS. EBRON: Okay.

18 THE COURT: And under that standard, I have to deny
19 your motion to dismiss because --

20 MS. EBRON: But they're --

21 THE COURT: -- they're the masters of the complaint.
22 So.

23 MS. EBRON: So the strike -- we're striking the
24 allegation that the sale could be unwound or that the claim for
25 relief?

1 MR. NITZ: The only allegations to be stricken, and
2 the only allegation is paragraph 79 regarding the mandatory
3 injunction on the HOA and trustee to deposit and the prayer for
4 the mandatory injunction against the HOA and trustee.

5 THE COURT: Wait a second. Give me one second.

6 Subject to -- in the alternative -- now, let me be
7 clear because the way I understood it -- and I appreciate the
8 full question by counsel for clarification -- is that the first
9 argument, pleadings are allowed to plead in the alternative,
10 but a complaint goes forward if the original argument or the
11 alternative can survive without the other.

12 And here that the primary argument I understood you
13 were saying, the primary argument was looking at your prayer
14 for relief, taking into account your argument, and the
15 responses to the Court's questions, and your motion to strike
16 was that it, For declaration and determination, U.S. Bank's
17 interest is secured against the property, and U.S. Bank's first
18 deed of trust was not extinguished by the HOA sale, which would
19 be a priority issue, which could mean that the buyer bought
20 subject to the interest of the bank.

21 It was based on that statement in the complaint as
22 well as, clarify what I understood from oral argument, and
23 that -- and I'm looking once again where it says alternative
24 argument --

25 One moment, please.

1 -- paragraph 5 in the complaint says in the
2 alternative for declaration and determination that the HOA sale
3 was invalid and conveyed no right, title or interest to the
4 buyer. So if that was an alternative argument, which can be --
5 I don't want to use the term disregarded -- but since it's an
6 alternative argument, it means you can look at a primary
7 argument, and if the primary argument can go forward against
8 the parties, then I would need to deny a motion to dismiss with
9 regards to indispensable parties.

10 And since the parties it currently is going forward
11 against would be the buyer only, it would mean I would need to
12 deny without prejudice -- so obviously on both of these -- deny
13 the motion to dismiss with regards to the McKnight argument
14 because it can go forward just with you all. Deciding who's
15 got first priority here, okay, versus ownership, that can go
16 forward without having -- and yes, I do talk with my hands --
17 the HOA or the HOA's trustee. That's what I understand.

18 But the question I just was asked by counsel was:
19 Are you still asserting that it gets unwound so that it goes
20 back to ground zero and that they have no right in interest, or
21 is that just your alternative argument?

22 MR. NITZ: That's the alternative claim for relief.

23 MS. EBRON: The only way that they can get their
24 declaration (Unintelligible) of U.S. Bank's interest is
25 superior to SFR's is if they prove that the sale was void.

1 None of the allegations in their complaint are that we took
2 subject to because it was completely paid off. It was all --
3 it was void. It was commercially unreasonable. All actions by
4 the association --

5 THE COURT: Which in that regard, since I'm looking
6 at a complaint, and it just has to meet Rule 8 standards, that
7 usually gets fleshed out through discovery and future motion
8 practice, and I can't hold them to a higher pleading standard,
9 or make an affirmative determination that it can't include
10 something when I have to follow Buzz Stew and SFR as far as the
11 standard of pleading under Rule 8 at a motion-to-dismiss stage.

12 Does that clarify where your question is? You may
13 disagree with it, but that's where the ruling is.

14 MS. EBRON: I understand where you're coming from.

15 THE COURT: I have to look at the standard where it's
16 coming from and what I can take into account with regards to
17 the standard in which the motion was brought, and the Court
18 wouldn't find that there's any basis to sua sponte turn this
19 into a motion for summary judgment because it's neither been
20 argued that way and nor would it be appropriate. So --

21 MR. NITZ: I'll prepare the order, Your Honor.

22 THE COURT: And circulate it to defense counsel.

23 MR. NITZ: Of course.

24 THE COURT: Thank you so very much. I appreciate it.

25 MS. GOULET: Thank you.

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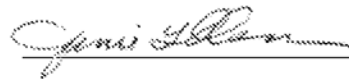
MR. NITZ: Thank you, Your Honor.

THE COURT: Thank you for your time.

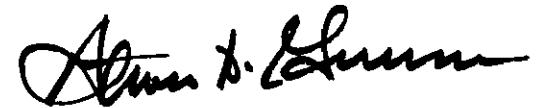
(Proceedings concluded 11:18 a.m.)

-oOo-

ATTEST: I do hereby certify that I have truly and correctly
transcribed the audio/video proceedings in the above-entitled
case.

A handwritten signature in cursive script, appearing to read "Janie L. Olsen", is written over a horizontal line.

Janie L. Olsen
Transcriber



CLERK OF THE COURT

AACC
DIANA CLINE EBRON, ESQ.
Nevada Bar No. 10580
E-mail: diana@kgelegal.com
JACQUELINE A. GILBERT, ESQ.
Nevada Bar No. 10593
E-mail: jackie@kgelegal.com
KAREN L. HANKS, ESQ.
Nevada Bar No. 9578
E-mail: karen@kgelegal.com
KIM GILBERT EBRON
fka Howard Kim & Associates
7625 Dean Martin Drive, Suite 110
Las Vegas, Nevada 89139
Telephone: (702) 485-3300
Facsimile: (702) 485-3301
Attorneys for SFR Investments Pool 1, LLC

DISTRICT COURT

CLARK COUNTY, NEVADA

U.S. BANK, NATIONAL ASSOCIATION AS
TRUSTEE FOR MERRILL LYNCH
MORTGAGE INVESTORS TRUST,
MORTGAGE LOAN ASSET-BACKED
CERTIFICATES, SERIES 2005-A8,

Plaintiff,

vs.

SFR INVESTMENTS POOL 1, LLC, a Nevada
limited liability company; DOE INDIVIDUALS
I through X, inclusive; and ROE
CORPORATIONS I through X, inclusive,

Defendants.

SFR INVESTMENTS POOL 1, LLC, a Nevada
limited liability company,

Counter/Cross Claimant,

vs.

U.S. BANK, NATIONAL ASSOCIATION AS
TRUSTEE FOR MERRILL LYNCH
MORTGAGE INVESTORS TRUST,
MORTGAGE LOAN ASSET-BACKED
CERTIFICATES, SERIES 2005-A8;
MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC., a

Case No. A-16-739867-C

Dept. No. XXXI

**SFR INVESTMENTS POOL 1, LLC'S
ANSWER TO COMPLAINT,
COUNTERCLAIM AND CROSS-CLAIM**

KIM GILBERT EBRON
7625 DEAN MARTIN DRIVE, SUITE 110
LAS VEGAS, NEVADA 89139
(702) 485-3300 FAX (702) 485-3301

Delaware corporation, as nominee beneficiary for UNIVERSAL AMERICAN MORTGAGE COMPANY, LLC. a foreign limited liability company; HENRY E. IVY, an individual; and FREDDIE S. IVY, an individual,

Counter/Cross Defendants.

SFR Investments Pool 1, LLC (“SFR”) hereby answers U.S. BANK, NATIONAL ASSOCIATION AS TRUSTEE FOR MERRILL LYNCH MORTGAGE INVESTORS TRUST, MORTGAGE LOAN ASSET-BACKED CERTIFICATES, SERIES 2005-A8 (“U.S. Bank” or “Bank”) Complaint as follows.

INTRODUCTION

1. The allegations in paragraph 1 of the Complaint call for a legal conclusion to which no response is required. To the extent a response is required, SFR denies the allegation that plaintiff is authorized to bring this action under NRS 40.430.

2. In answering paragraph 2, SFR admits that the property located at **7868 Marbledoe Street, Las Vegas, NV 89149; Parcel No. 125-18-112-069** (the “Property”) is the subject property of this litigation.

JURISDICTION AND VENUE

3. The allegations in paragraph 3 concerning jurisdiction and venue call for a legal conclusion to which no response is required. To the extent a response is required, SFR admits the Property is located in Clark County, Nevada.

PARTIES

4. The allegations in paragraph 4 of the Complaint call for a legal conclusion to which no response is required. To the extent a response is required, SFR upon information and belief, admits U.S. Bank, with headquarters in Ohio, is a subsidiary of U.S. Bancorp, a Delaware registered corporation with its headquarters in Minnesota.

5. The recorded Deed of Trust referenced in paragraph 5 of the Complaint speaks for itself, and SFR denies any allegations inconsistent with said document. To the extent paragraph 5 alleges that Henry and Freddie Ivy (“the Ivys”) were the title owners of record of the Property at times prior to the Association foreclosure sale, SFR, upon information and belief, admits the allegations

1 in paragraph 5. SFR specifically denies said deed of trust presently encumbers the Property. SFR
2 is without sufficient knowledge or information to form a belief as to the truth of the allegation
3 contained in paragraph 5 of the Complaint that “U.S. Bank is the assigned beneficiary under the
4 Deed of Trust” and therefore denies said allegation.

5 6. In answering paragraph 6, SFR admits it is a Nevada limited liability company doing
6 business in the State of Nevada. SFR further admits a non-judicial publicly-held HOA foreclosure
7 auction sale occurred on July 25, 2012, at which time SFR was the highest bidder and purchased
8 the property for \$5,950.00. SFR further admits it owns the property free and clear of the Bank’s
9 purported deed of trust which was extinguished as a matter of law on July 25, 2012 as a result of
10 the HOA foreclosure sale.

11 7. In answering paragraph 7 to the extent the Bank alleges that it does not know the true name
12 and capacity of the foreclosing homeowner’s association or the foreclosing homeowner’s
13 association’s foreclosure agent, SFR denies the allegations in paragraph 7 of the Complaint. SFR
14 is without sufficient knowledge or information to form a belief as to the truth of any remaining
15 factual allegations contained in paragraph 7 of the Complaint, and therefore denies said allegations.

GENERAL ALLEGATIONS

16
17 8. The allegations contained in paragraph 8 of the Complaint call for a legal conclusion,
18 therefore, no answer is required. To the extent an answer is required, SFR admits, upon
19 information and belief, that Antelope Homeowners’ Association (“Association” or “HOA”), is a
20 Nevada registered non-profit corporation.

21 9. In answering paragraph 9, upon information and belief, SFR admits the Ivys purchased the
22 Property on or about May 23, 2005. The recorded Grant Bargain Sale Deed referenced in
23 paragraph 9 speaks for itself, and SFR denies any allegations inconsistent with said document.

24 10. The recorded Deed of Trust referenced in paragraph 10 of the Complaint speaks for itself,
25 and SFR denies any allegations inconsistent with said document. To the extent paragraph 10
26 alleges that the Ivys were the title owners of record of the Property at times prior to the Association
27 foreclosure sale, SFR, upon information and belief, admits the allegations in paragraph 10.

28 11. The recorded Notice of Delinquent Assessment referenced in paragraph 11 of the

1 Complaint speaks for itself, and SFR denies any allegations inconsistent with said document.

2 12. The recorded Notice of Delinquent Violation referenced in paragraph 12 of the Complaint
3 speaks for itself, and SFR denies any allegations inconsistent with said document.

4 13. The recorded Notice of Default and Election to Sell referenced in paragraph 13 of the
5 Complaint speaks for itself, and SFR denies any allegations inconsistent with said document.

6 14. The recorded Notice of Trustee's Sale referenced in paragraph 14 of the Complaint speaks
7 for itself, and SFR denies any allegations inconsistent with said document.

8 15. The second recorded Notice of Trustee's Sale referenced in paragraph 15 of the
9 Complaint speaks for itself, and SFR denies any allegations inconsistent with said document.

10 16. The third recorded Notice of Trustee's Sale referenced in paragraph 16 of the Complaint
11 speaks for itself, and SFR denies any allegations inconsistent with said document.

12 17. In answering paragraphs 17 and 18 SFR admits a non-judicial publicly-held HOA
13 foreclosure auction sale occurred on July 25, 2012, at which time SFR was the highest bidder and
14 purchased the property for \$5,950.00. SFR further admits it owns the property free and clear of
15 the Bank's purported deed of trust which was extinguished as a matter of law on July 25, 2012 as
16 a result of the HOA foreclosure sale. The recorded Trustee's Deed Upon Sale referenced in
17 paragraph 18 of the Complaint speaks for itself, and SFR denies any allegations inconsistent with
18 said document.

19 18. The allegations contained in paragraphs 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, and 29 of
20 the Complaint call for a legal conclusion, therefore, no answer is required. Additionally, the
21 statutes referenced in paragraphs 19, 21, and 29 of the Complaint speak for themselves, and SFR
22 denies any allegations inconsistent with said statutes. To the extent a response is required, SFR
23 specifically denies the HOA Sale was an invalid sale.

24 19. The allegations contained in paragraphs 30, 31, 32, 33, 34, 35, 36, 37, 38, and 39 of the
25 Complaint call for a legal conclusion, therefore, no answer is required. Additionally, the statutes
26 referenced in paragraphs 30, 33, 34, 35, 36, 37, 38, and 39 of the Complaint speak for themselves,
27 and SFR denies any allegations inconsistent with said statutes.

28 20. The allegations contained in paragraphs 40, 41, and 42 of the Complaint call for a legal

1 conclusion, therefore, no answer is required. Additionally, the statutes referenced in paragraph
2 40 of the Complaint speak for themselves, and SFR denies any allegations inconsistent with said
3 statutes.

4 21. Answering paragraph 43, SFR is without sufficient knowledge or information regarding
5 interactions between the Ivys and the Bank to form a belief as to the truth of the factual allegations
6 contained in paragraph 43, and therefore denies said allegations.

7 22. In answering paragraph 44, SFR specifically denies that at the time of the HOA Sale on
8 July 25, 2012, the fair market value of the Property exceeded \$5,950.00.

9 23. In answering paragraph 45, SFR further admits a non-judicial publicly-held HOA
10 foreclosure auction sale occurred on July 25, 2012, at which time SFR was the highest bidder and
11 purchased the property for \$5,950.00. SFR further admits it owns the property free and clear of
12 the Bank's purported deed of trust which was extinguished as a matter of law on July 25, 2012 as
13 a result of the HOA foreclosure sale.

14 24. The allegations contained in paragraphs 46, 47, 48, and 49 of the Complaint call for a
15 legal conclusion, therefore, no answer is required. To the extent a response is required, SFR
16 specifically denies the HOA Sale was commercially unreasonable. SFR specifically denies the
17 HOA Sale was an invalid sale. SFR specifically denies the HOA Sale did not extinguish the
18 Bank's deed of trust as a matter of law on July 25, 2012.

19 25. The recorded CC&Rs referenced in paragraphs 50, 51, 52, 53, and 54 of the Complaint
20 speak for themselves, and SFR denies any allegations inconsistent with said document and
21 applicable law. To the extent that paragraphs 50, 51, 52, 53, and 54 allege the "Mortgage
22 Protection Clause" within the CC&Rs is valid or otherwise waives the Association's lien priority
23 rights under NRS 116.3116(2), SFR specifically denies such allegations. The remaining
24 allegations in paragraphs 50, 51, 52, 53, and 54 call for a legal conclusion, therefore, no answer
25 is required. SFR specifically denies it knew that U.S. Bank or its predecessors would rely on the
26 Mortgage Protection Clause, and that U.S. Bank or its predecessors would not know that the HOA
27 was foreclosing on super-priority amounts. SFR specifically denies it knew that prospective
28 bidders would be less likely to attend the HOA Sale because the public at large believed that the

1 Bank was protected under the Mortgage Protection Clause in the CC&Rs of public record. SFR
2 also specifically denies that it knew the public at large did not receive notice, constructive or
3 actual, that the HOA was foreclosing on the super-priority portion of its lien because the HOA
4 and the HOA Trustee improperly failed to provide such notice.

5 26. The allegations in paragraphs 55, 56, 57, 58, and 59 of the Complaint call for a legal
6 conclusion to which no response is required. The statutes referenced in paragraph 55 speak for
7 themselves and SFR denies any allegations inconsistent with said statutes. SFR specifically
8 denies it is precluded "from being deemed a bona fide purchaser for value" at the foreclosure
9 auction sale on July 25, 2012. SFR specifically denies it is prevented "from being deemed a bona
10 fide purchaser for value."

11 **FIRST CAUSE OF ACTION**

12 **(Quiet Title/Declaratory Relief Pursuant to NRS 30.010 et seq. and NRS 40.010 et seq.
13 versus Buyer and all fictitious Defendants)**

14 27. SFR repeats and realleges its answers to paragraphs 1 through 59 of the Complaint as
15 though fully set forth herein.

16 28. The allegations in paragraphs 61, 62, 63, and 64 of the Complaint call for a legal
17 conclusion to which no response is required. The statutes referenced in paragraphs 61, 62, and
18 63 of the Complaint speak for themselves, and SFR denies any allegations inconsistent with said
19 statutes. To the extent a response is required, SFR denies the allegations in paragraphs 61, 62,
20 63, and 64 of the Complaint. SFR specifically denies the deed of trust at issue "is a first secured
21 interest on the Property." SFR specifically denies the deed of trust at issue "still encumbers the
22 Property." SFR specifically denies the deed of trust at issue "retains its first position status." SFR
23 specifically denies the deed of trust at issue "is superior to the interest acquired by SFR"

24 29. In answering paragraph 65, SFR admits a non-judicial publicly-held HOA foreclosure
25 auction sale occurred on July 25, 2012, at which time SFR was the highest bidder and purchased
26 the property for \$5,950.00. SFR further admits it owns the property free and clear of the Bank's
27 purported deed of trust which was extinguished as a matter of law on July 25, 2012 as a result of
28 the HOA foreclosure sale. SFR specifically denies the deed of trust at issue was not extinguished
as a matter of law by the HOA foreclosure sale. Additionally, SFR specifically denies that the

1 Bank has an interest which still encumbers the real property at issue.

2 30. The allegations in paragraphs 66, 67, 68, and 69, of the Complaint call for a legal
3 conclusion to which no response is required. The statutes referenced in paragraphs 68 and 69 of
4 the Complaint speak for themselves, and SFR denies any allegations inconsistent with said
5 statutes. To the extent a response is required, SFR denies the allegations in paragraphs 66, 67,
6 68, and 69.

7 31. SFR denies the allegations contained in paragraph 70 of the Complaint.

8 **SECOND CAUSE OF ACTION**

9 **(Preliminary and Permanent Injunctions versus Buyer and fictitious Defendants)**

10 32. SFR repeats and realleges its answers to paragraphs 1 through 70 of the Complaint as
11 though fully set forth herein.

12 33. Answering paragraph 72 of the Complaint, SFR admits that it is the current title holder of
13 the Property and that its position is adverse to the Bank. SFR further admits a non-judicial
14 publicly-held HOA foreclosure auction sale occurred on July 25, 2012, at which time SFR was
15 the highest bidder and purchased the property for \$5,950.00. SFR further admits it owns the
16 property free and clear of the Bank's purported deed of trust which was extinguished as a matter
17 of law on July 25, 2012 as a result of the HOA foreclosure sale.

18 34. The allegations in paragraphs 73, 74, 75, 76, 77, 78, and 79 of the Complaint call for a
19 legal conclusion to which no response is required. To the extent a response is required, SFR
20 denies the allegations in paragraphs 73, 74, 75, 76, 77, 78, and 79 of the Complaint.

21 35. SFR denies the allegations contained in paragraph 80 of the Complaint.

22 **THIRD CAUSE OF ACTION**

23 **(Unjust Enrichment versus Buyer and fictitious Defendants)**

24 36. SFR repeats and realleges its answers to paragraphs 1 through 80 of the Complaint as
25 though fully set forth herein.

26 37. The allegations in paragraphs 82, 83, 84, 85, 86, 87, and 88 of the Complaint call for a
27 legal conclusion to which no response is required. To the extent a response is required, SFR
28 denies the allegations in paragraphs 82, 83, 84, 85, 86, 87, and 88 of the Complaint.

1 38. SFR denies the allegations contained in paragraph 89.

2 **AFFIRMATIVE DEFENSES**

3 1. The Bank fails to state a claim upon which relief may be granted.

4 2. The Bank is not entitled to relief from or against SFR, as the Bank has not sustained any
5 loss, injury, or damage that resulted from any act, omission, or breach by SFR.

6 3. The occurrence referred to in the Complaint, and all injuries and damages, if any, resulting
7 therefrom, were caused by the acts or omissions of the Bank.

8 4. The occurrence referred to in the Complaint, and all injuries and damages, if any, resulting
9 therefrom, were caused by the acts or omissions of a third party or parties over whom SFR had
10 no control.

11 5. SFR did not breach any statutory or common law duties allegedly owed to the Bank.

12 6. The Bank failed to mitigate its damages, if any.

13 7. The Bank's claims are barred because SFR complied with applicable statutes and with the
14 requirements and regulations of the State of Nevada.

15 8. The Bank's claims are barred because the Association and its agents complied with
16 applicable statutes and regulations.

17 9. The Bank's causes of action are barred in whole or in part by the applicable statutes of
18 limitations or repose, or by the equitable doctrines of laches, waiver, estoppel, ratification and
19 unclean hands.

20 10. The Bank is not entitled to equitable relief because it has an adequate remedy at law.

21 11. The Bank has no standing to enforce the first deed of trust and/or the underlying
22 promissory note.

23 12. The Bank has no standing to enforce the statutes and regulations identified in the
24 Complaint.

25 13. The Bank has no standing to challenge the constitutionality of NRS 116.

26 14. The first deed of trust and other subordinate interests in the Property were extinguished
27 by the Association foreclosure sale held in accordance with NRS Chapter 116.

28 15. The Bank has no remedy against SFR because, pursuant to NRS 116.31166, SFR is

1 entitled to rely on the recitals contained in the Association foreclosure deed that the sale was
2 properly noticed and conducted.

3 16. The Bank has no remedy against SFR because SFR is a bona fide purchaser for value.

4 17. The Bank's Unjust Enrichment claim is barred by the Voluntary Payment Doctrine which
5 precludes such a claim on the facts alleged here.

6 18. The Bank's Complaint and all claims for relief therein should be dismissed on the ground
7 that the Bank has failed to join necessary or indispensable parties.

8 19. The Bank's Complaint and all claims for relief therein are barred for the Bank's failure
9 to serve proper notice to the Attorney General of the State of Nevada pursuant to NRS 30.130.

10 20. The Bank's Complaint and all claims for relief therein should be dismissed on the ground
11 that any assignment of the bank's deed of trust after the association foreclosure sale is ineffective.

12 21. Pursuant to Nevada Rules of Civil Procedure 11, as amended, all possible affirmative
13 defenses may not have been alleged herein insofar as sufficient facts were not available after
14 reasonable inquiry at the time of filing this Answer. Therefore, SFR reserves the right to amend
15 this Answer to assert any affirmative defenses if subsequent investigation warrants.

16 **COUNTERCLAIM AND CROSS-CLAIM**
17 **FOR QUIET TITLE AND INJUNCTIVE RELIEF**

18 SFR INVESTMENTS POOL 1, LLC ("SFR"), hereby demands quiet title, and requests
19 injunctive relief and alleges slander of title against Counter-Defendant U.S. BANK, NATIONAL
20 ASSOCIATION AS TRUSTEE FOR MERRILL LYNCH MORTGAGE INVESTORS TRUST,
21 MORTGAGE LOAN ASSET-BACKED CERTIFICATES, SERIES 2005-A8; and Cross-
22 Defendants MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., a Delaware
23 corporation, as nominee beneficiary for UNIVERSAL AMERICAN MORTGAGE COMPANY,
24 LLC, a foreign limited liability company; HENRY E. IVY, an individual; and FREDDIE S. IVY,
25 an individual, as follows:

26 ///

27 ///

28 **I.**

PARTIES

1 1. SFR is a Nevada limited liability company with its principal place of business in Clark
2 County, Nevada, and the current title owner of the property located at **7868 Marbledoe Street,**
3 **Las Vegas, NV 89149; Parcel No. 125-18-112-069** (the "Property").

4 2. Upon information and belief, Counter-defendant U.S. BANK, NATIONAL
5 ASSOCIATION AS TRUSTEE FOR MERRILL LYNCH MORTGAGE INVESTORS TRUST,
6 MORTGAGE LOAN ASSET-BACKED CERTIFICATES, SERIES 2005-A8, with headquarters
7 in Ohio, is a subsidiary of U.S. Bancorp, a Delaware registered corporation with its headquarters
8 in Minnesota, ("U.S. Bank" or "Bank") that claims an interest in the Property via a Deed of Trust
9 originated by Universal American Mortgage Company, LLC ("Universal American") in 2005,
10 and purportedly assigned to it.

11 3. Upon information and belief, MORTGAGE ELECTRONIC REGISTRATION
12 SYSTEMS, INC., ("MERS") is a Delaware corporation named as nominee beneficiary for
13 UNIVERSAL AMERICAN MORTGAGE COMPANY, LLC ("Universal American"), a foreign
14 limited liability company. Universal American, its successors or assigns may claim an interest in
15 the Property via a Second Deed of Trust (MIN 100059600066507828) it originated in 2005.

16 4. Upon information and belief, Cross-Defendants HENRY E. IVY and FREDDIE S. IVY,
17 husband and wife, ("the Ivys") are Nevada residents who may claim an interest in the Property as
18 former title owners. SFR does not seek any money damages against the Ivys.

II.

GENERAL ALLEGATIONS

SFR Acquired Title to the Property through the Foreclosure of an Association Lien with Super Priority Amounts

22 5. SFR acquired the Property on July 25, 2012, by successfully bidding on the Property at a
23 publicly-held foreclosure auction in accordance with NRS 116.3116, *et. seq.* ("Association
24 foreclosure sale").

25 6. On or about August 3, 2012, the resulting Foreclosure Deed was recorded in the Official
26 Records of the Clark County Recorder as Instrument Number 201208030003275 ("Association
27 Foreclosure Deed").

1 7. In addition to the bid amount, SFR was required to spend money and resources litigating
2 the interpretation of NRS 116.3116.

3 8. The Antelope Homeowners' Association ("Association") had a lien pursuant to NRS
4 116.3116(1) ("Association Lien") that was perfected at the time the Association recorded its
5 declaration of CC&Rs in the Official Records of the Clark County Recorder on June 23, 2004 as
6 Instrument Number 200406230002016.

7 9. The foreclosure sale was conducted by Alessi & Koenig, LLC, ("Alessi"), agent for the
8 Association pursuant to the powers conferred by the Nevada Revised Statutes 116.3116,
9 116.31162-116.31168, the Association's governing documents (CC&R's) and a Notice of
10 Delinquent Assessments, recorded on November 12, 2009, in the Official Records of the Clark
11 County Recorder as Instrument Number 200911120004474.

12 10. As recited in the Association Foreclosure Deed, all requirements of law regarding the
13 mailing of copies of notices and the posting and publication of the copies of the Notice of sale
14 were complied with.

15 11. Pursuant to NRS 116.3116(2), the entire Association Lien is prior to all other liens and
16 encumbrances of unit except:

- 17 (a) Liens and encumbrances recorded before the recordation of the declaration and,
18 in a cooperative, liens and encumbrances which the association creates, assumes or
19 takes subject to;
20 (b) A first security interest on the unit recorded before the date on which the
21 assessment sought to be enforced became delinquent or, in a cooperative, the first
22 security interest encumbering only the unit's owner's interest and perfected before
23 the date on which the assessment sought to be enforced became delinquent; and
24 (c) Liens for real estate taxes and other governmental assessments or charges
25 against the unit or cooperative.

26 12. NRS 116.3116(2) further provides that a portion of the Association Lien has priority over
27 even a first security interest in the Property:

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

13. Pursuant to NRS 116.1104, the provisions of NRS 116.3116(2) granting priority cannot be

1 waived by agreement or contract, including any subordination clause in the CC&Rs.

2 14. According to NRS 116.1108, real Property law principles supplement the provisions of
3 NRS 116.

4 15. Upon information and belief, the Association took the necessary action to trigger the super-
5 priority portion of the Association Lien.

6 16. Upon information and belief, no party still claiming an interest in the Property recorded a
7 lien or encumbrance prior to the declaration creating the Association.

8 17. Upon information and belief, the Bank and Cross-Defendants had actual and/or
9 constructive notice of the requirement to pay assessments to the Association and of the Association
10 Lien.

11 18. Upon information and belief, the Bank and Cross-Defendants had actual and/or
12 constructive notice of the Association's foreclosure proceedings.

13 19. Upon information and belief, prior to the Association foreclosure sale, no individual or
14 entity paid the full amount of delinquent assessments described in the Notice of Default.

15 20. Upon information and belief, the Bank and Cross-Defendants had actual and/or
16 constructive notice of the super-priority portion of the Association Lien.

17 21. Upon information and belief, at all relevant times, the Bank had internal policies and
18 procedures relating to super-priority liens.

19 22. Upon information and belief, the Bank knew or should have known that its interest in the
20 Property could be extinguished through foreclosure if it failed to cure the super-priority portion of
21 the Association Lien representing 9 months of assessments for common expenses based on the
22 periodic budget adopted by the association which would have become due in the absence of
23 acceleration for the relevant time period.

24 23. Upon information and belief, prior to the Association foreclosure sale, no individual or
25 entity paid the super-priority portion of the Association Lien representing 9 months of assessments
26 for common expenses based on the periodic budget adopted by the association which would have
27 become due in the absence of acceleration for the relevant time period.

28 24. Pursuant to NRS 116.31166, the foreclosure sale vested title in SFR "without equity or

right of redemption,” and the Association Foreclosure Deed is conclusive against the Property’s “former owner, his or her heirs and assigns, and **all other persons.**”

25. When SFR purchased the Property, no release of the super priority portion of the Association lien was recorded against the Property.

26. In addition, no lis pendens was recorded against the Property indicating a challenge to the Association lien and/or foreclosure.

27. Before the Association foreclosure sale, SFR was not on notice of any purported irregularities with the Association foreclosure sale process.

28. SFR is entitled to rely on the recitals contained in the Association foreclosure deed as conclusive proof of the matters asserted.

Interests, Liens and Encumbrances Extinguished by the Association Foreclosure Sale

29. Upon information and belief, the Ivys obtained title to the Property in May 2005 through a Grant, Bargain, Sale Deed from the developer, Greystone Nevada, LLC, which was recorded in Official Records of the Clark County Recorder as Instrument No. 200505230004227.

30. On or about May 23, 2005, Universal American recorded a deed of trust against the Property in the Official Records of the Clark County Recorder as Instrument No. 200505230004228 (“First Deed of Trust”).

31. On or about May 23, 2005, Universal American recorded a second deed of trust against the Property in the Official Records of the Clark County Recorder as Instrument No. 200505230000429 (“Second Deed of Trust”) that names MERS as nominee beneficiary for Universal American.

32. The First Deed of Trust and the Second Deed of Trust each contain a Planned Unit Development Rider recognizing the applicability of Association’s declaration of CC&Rs that were recorded.

33. Upon information and belief, Universal American had actual and/or constructive notice of the Association Lien, NRS 116.3116 and the amount of periodic assessments owed to the Association before it originated the First and Second Deeds of Trust.

34. On or about October 20, 2005, Universal American re-recorded the First Deed of Trust

1 against the Property in the Official Records of the Clark County Recorder as Instrument No.
2 200510200003872, in order to add a corrected Adjustable Rate Rider.

3 35. Upon information and belief, on or about August 26, 2009, Recontrust Company, N.A.
4 ("Recontrust"), as trustee for the First Deed of Trust, on behalf of the Bank, executed and then
5 recorded a Notice of Default and Election to Sell under deed of trust for amounts that became due
6 on February 1, 2009, in Official Records of the Clark County Recorder as Instrument No.
7 200908260000352.

8 36. On January 17, 2013, Recontrust, as trustee for the First Deed of Trust, recorded a
9 Rescission of Election to Declare Default in Official Records of the Clark County Recorder as
10 Instrument No. 201301170002014.

11 37. On September 18, 2014, the Nevada Supreme Court issued its opinion in *SFR Investments*
12 *Pool I, LLC v. U.S. Bank, N.A.*, 334 P.3d 408, 419 (2014), *reh'g denied* (Oct. 16, 2014), ruling that
13 a non-judicial foreclosure of an associations' lien containing super-priority amounts extinguishes
14 a first deed of trust.

15 38. Upon information and belief, despite knowledge of the foreclosure sale, the Foreclosure
16 Deed, and the *SFR* ruling, on or about November 5, 2014, Universal American, through its
17 attorneys, at Wright, Finley & Zak, LLP, filed a Request For Notice Under NRS Chapters 107 116
18 against the Property in the Official Records of the Clark County Recorder as Instrument No.
19 201411050003181.

20 39. On or about July 12, 2016, the Bank filed a Complaint for quiet title, declaratory relief,
21 and injunctive relief against SFR.

22 40. The Ivys' ownership interest in the Property, if any, was extinguished by the foreclosure
23 of the Association Lien.

24 41. U.S. Bank's security interest in the Property, if any, was extinguished as a matter of law
25 by the foreclosure of the Association Lien, which contained super-priority amounts.

26 42. Universal American security interest in the Property, if any, was extinguished by the
27 foreclosure of the Association Lien, which contained super-priority amounts.

28

III.

FIRST CLAIM FOR RELIEF

(Declaratory Relief/Quiet Title Pursuant to NRS 30.010, *et. seq.*, NRS 40.010 & NRS 116.3116)

43. SFR repeats and realleges the allegations of paragraphs 1-42 as though fully set forth herein and incorporates the same by reference.

44. Pursuant to NRS 30.010, *et. seq.* and NRS 40.010, this Court has the power and authority to declare the SFR's rights and interests in the Property and to resolve the Bank's adverse claims in the Property.

45. Upon information and belief, the Bank claims and cross-defendant may claim an interest in the Property, even after the Association foreclosure sale.

46. A foreclosure sale conducted pursuant to NRS 116.31162-116.31168, like all foreclosure sales, extinguishes the title owner's interest in the Property and all junior liens and encumbrances, including deeds of trust.

47. Pursuant to NRS 116.3116(2), the super-priority portion of the Association Lien has priority over the First Deed of Trust.

48. Bank and cross-defendant were duly notified of the Association foreclosure sale and failed to act to protect their interests in the Property, if any legitimately existed.

49. SFR is entitled to a declaratory judgment from this Court finding that: (1) SFR is the title owner of the Property; (2) the Association Foreclosure Deed is valid and enforceable; and (3) SFR's rights and interest in the Property are superior to any adverse interest claimed by the Bank and cross-defendant.

50. SFR seeks an order from the Court quieting title to the Property in favor of SFR.

IV.

SECOND CLAIM FOR RELIEF

(Preliminary and Permanent Injunction)

51. SFR repeats and realleges the allegations of paragraphs 1-50 as though fully set forth herein and incorporate the same by reference.

52. As set forth above, the Bank now claims and cross-defendant may claim an interest in the Property.

3 54. Any attempt to take or maintain possession of the Property by the Bank or cross-defendant,
4 would be invalid because their interests in the Property, if any, were extinguished by the
5 Association foreclosure sale.

55. Any attempt to sell, transfer, encumber or otherwise convey the Property would be invalid because the Bank and cross-defendant's interests in the Property, if any, were extinguished by the Association foreclosure sale.

9 56. On the basis of the facts described herein, SFR has a reasonable probability of success on
10 the merits of its claims and has no other adequate remedies at law.

11 57. SFR is entitled to a preliminary injunction and permanent injunction prohibiting the Bank
12 and/or cross-defendant from any sale or transfer that would affect the title to the Property.

V.
THIRD CLAIM FOR RELIEF
(Slander of Title against the Bank)

58. SFR repeats and realleges the allegations of paragraphs 1-57 as though fully set forth herein
and incorporate the same by reference.

59. As discussed above, the Bank recorded a Request For Notice Under NRS Chapters 107
116 on November 5, 2014, against the Property in the Official Records of the Clark County
Recorder as Instrument No. 201411050003181.

60. Since the *SFR* ruling of September 2014 had previously ruled that that the Association's non-judicial foreclosure of the Association's super-priority lien extinguishes a first deed of trust as a matter of law, the statements by the Bank that the Property was encumbered by the First Deed of Trust, were false communications casting doubt on SFR's ownership of the Property.

61. Since SFR had been the Property owner of record since July 25, 2012, and since the First Deed of Trust had previously been extinguished as a matter of law on July 25, 2012, (according to the *SFR* decision), the Bank knew, or should have known, the statements were false.

62. The Bank's acts of improperly and unjustifiable recording of the statements in reckless
disregard of the statements' truth or falsity, were malicious and designed to cloud SFR's title to

1 the Property.

2 63. The Bank's intentional, reckless, and spurious actions have caused special damages to SFR.

3 64. As a direct and proximate cause of the Bank's conduct, SFR has incurred special damages
4 by way of attorney's fees and costs in order to protect its rights in the Property and to pursue this
5 action.

6
7 **PRAYER FOR RELIEF**

8 SFR requests judgment against the Bank and Cross-Defendants as follows:

9 1. For a declaration and determination that the Association foreclosure sale and the
10 resulting foreclosure deed are valid; that SFR Investments Pool 1, LLC is the rightful owner of
11 title to the Property; and that the Bank and Cross-defendants have no right, title or interest in the
12 Property.

13 2. For a preliminary and permanent injunction that the Bank, cross-defendants and
14 their successors, assigns and agents are prohibited from initiating or continuing foreclosure
15 proceedings, and from selling or transferring the Property.

16 3. For general and special damages against the Bank in excess of \$10,000.00.

17 4. For an award of attorney's fees and costs of suit, and,

18 5. For any further relief that the Court may deem just and proper.

19 DATED this 19th day of October, 2016.

20 **KIM GILBERT EBRON**

21 /s/ Diana Cline Ebron
22 DIANA CLINE EBRON, ESQ.
23 Nevada Bar No. 10580
24 7625 Dean Martin Drive, Suite 110
25 Las Vegas, Nevada 89139
26 *Attorneys for SFR Investments Pool 1, LLC*
27
28

KIM GILBERT EBRON
7625 DEAN MARTIN DRIVE, SUITE 110
LAS VEGAS, NEVADA 89139
(702) 485-3300 FAX (702) 485-3301

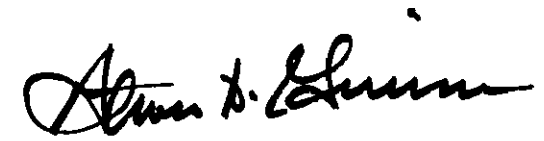
CERTIFICATE OF SERVICE

I hereby certify that on this 19th day of October, 2016, pursuant to NRCP 5(b), I served via the Eighth Judicial District Court electronic filing system, the foregoing **SFR INVESTMENTS POOL 1, LLC'S ANSWER TO CROSS-COMPLAINT, COUNTERCLAIM AND CROSS-CLAIM** to the following parties:

Wright, Finlay & Zak, LLP		
Name	Email	Select
Natalie C. Lehman	nlehman@wrightlegal.net	<input checked="" type="checkbox"/>
Marissa Resnick	mresnick@wrightlegal.net	<input checked="" type="checkbox"/>
Tonya Sessions	tsessions@wrightlegal.net	<input checked="" type="checkbox"/>

Attorneys for U.S. BANK, NATIONAL ASSOCIATION AS TRUSTEE FOR MERRILL LYNCH MORTGAGE INVESTORS TRUST, MORTGAGE LOAN ASSET-BACKED CERTIFICATES, SERIES 2005-A8

/s/ Alan G. Harvey
An employee of KIM GILBERT EBRON


CLERK OF THE COURT

CCAN
WRIGHT, FINLAY & ZAK, LLP
Dana Jonathon Nitz, Esq.
Nevada Bar No. 0050
Shadd A. Wade, Esq.
Nevada Bar No. 11310
7785 W. Sahara Ave., Suite 200
Las Vegas, NV 89117
(702) 475-7964; Fax: (702) 946-1345
dnitz@wrightlegal.net
swade@wrightlegal.net

Attorneys for Plaintiff, U.S. Bank, National Association as Trustee for Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2005-A8

**DISTRICT COURT
CLARK COUNTY, NEVADA**

U.S. BANK, NATIONAL ASSOCIATION AS
TRUSTEE FOR MERRILL LYNCH
MORTGAGE INVESTORS TRUST,
MORTGAGE LOAN ASSET-BACKED
CERTIFICATES, SERIES 2005-A8,

Plaintiff,

vs.

SFR INVESTMENTS POOL 1, LLC, a
Nevada limited liability company; DOE
INDIVIDUALS I through X, inclusive; and
ROE CORPORATIONS I through X,
inclusive,

Defendants.

SFR INVESTMENTS POOL 1, LLC, a
Nevada limited liability company,

Counter/Cross Claimant,

vs.

U.S. BANK, NATIONAL ASSOCIATION AS
TRUSTEE FOR MERRILL LYNCH
MORTGAGE INVESTORS TRUST,
MORTGAGE LOAN ASSET-BACKED

**Case No.: A-16-739867-C
Dept. No.: XXXI**

**U.S. BANK'S REPLY TO SFR
INVESTMENTS POOL 1, LLC'S
COUNTERCLAIM**

CERTIFICATES, SERIES 2005-A8;
MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC., a
Delaware corporation, as nominee beneficiary
for UNIVERSAL AMERICAN MORTGAGE
COMPANY, LLC, a foreign limited liability
company; HENRY E. IVY, an individual; and
FREDDIE S. IVY, an individual,

Counter/Cross Defendants,

COMES NOW Plaintiff/Counter-Defendant, U.S. Bank National Association, as trustee
for Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series
2005-A8 (“U.S. Bank”), by and through its attorney of record, the law firm of Wright, Finlay &
Zak, LLP, and hereby submits its Reply to SFR Investments Pool 1, LLC’s Counterclaim.

PARTIES

1. U.S. Bank admits the allegations contained in paragraph 1 of the Counterclaim.
2. U.S. Bank admits the allegations contained in paragraph 2 of the Counterclaim.
3. U.S. Bank admits the allegations contained in paragraph 3 of the Counterclaim.
4. U.S. Bank does not possess enough information to admit or deny the allegations
contained in paragraph 4 of the Counterclaim; therefore, U.S. Bank denies said allegations.

GENERAL ALLEGATIONS

5. U.S. Bank does not possess enough information to admit or deny the allegations
contained in paragraph 5 of the Counterclaim; therefore, U.S. Bank denies said allegations.
6. U.S. Bank admits the allegations contained in paragraph 6 of the Counterclaim.
7. U.S. Bank does not possess enough information to admit or deny the allegations
contained in paragraph 7 of the Counterclaim; therefore, U.S. Bank denies said allegations.
8. U.S. Bank does not possess enough information to admit or deny the allegations
contained in paragraph 8 of the Counterclaim; therefore, U.S. Bank denies said allegations.
9. U.S. Bank avers that the allegations contained in paragraph 9 state legal
conclusions for which no response is required; provided however, to the extent paragraph 9 does
require a response, U.S. Bank does not possess enough information to admit or deny them;

1 therefore, U.S. Bank denies said allegations.

2 **10.** U.S. Bank does not possess enough information to admit or deny the allegations
3 contained in paragraph 10 of the Counterclaim; therefore, U.S. Bank denies said allegations.

4 **11.** U.S. Bank avers that the allegations contained in paragraph 11 state legal
5 conclusions for which no response is required; provided however, to the extent paragraph 11
6 does require a response, U.S. Bank does not possess enough information to admit or deny them;
7 therefore, U.S. Bank denies said allegations.

8 **12.** U.S. Bank avers that the allegations contained in paragraph 12 state legal
9 conclusions for which no response is required; provided however, to the extent paragraph 12
10 does require a response, U.S. Bank does not possess enough information to admit or deny them;
11 therefore, U.S. Bank denies said allegations.

12 **13.** U.S. Bank avers that the allegations contained in paragraph 13 state legal
13 conclusions for which no response is required; provided however, to the extent paragraph 13
14 does require a response, U.S. Bank does not possess enough information to admit or deny them;
15 therefore, U.S. Bank denies said allegations.

16 **14.** U.S. Bank avers that the allegations contained in paragraph 14 state legal
17 conclusions for which no response is required; provided however, to the extent paragraph 14
18 does require a response, U.S. Bank does not possess enough information to admit or deny them;
19 therefore, U.S. Bank denies said allegations.

20 **15.** U.S. Bank avers that the allegations contained in paragraph 15 state legal
21 conclusions for which no response is required; provided however, to the extent paragraph 15
22 does require a response, U.S. Bank does not possess enough information to admit or deny them;
23 therefore, U.S. Bank denies said allegations.

24 **16.** U.S. Bank does not possess enough information to admit or deny the allegations
25 contained in paragraph 16 of the Counterclaim; therefore, U.S. Bank denies said allegations.

26 **17.** U.S. Bank does not possess enough information to admit or deny the allegations
27 contained in paragraph 17 of the Counterclaim; therefore, U.S. Bank denies said allegations.

28 **18.** U.S. Bank does not possess enough information to admit or deny the allegations

1 contained in paragraph 18 of the Counterclaim; therefore, U.S. Bank denies said allegations.

2 **19.** U.S. Bank does not possess enough information to admit or deny the allegations
3 contained in paragraph 19 of the Counterclaim; therefore, U.S. Bank denies said allegations.

4 **20.** U.S. Bank does not possess enough information to admit or deny the allegations
5 contained in paragraph 20 of the Counterclaim; therefore, U.S. Bank denies said allegations.

6 **21.** U.S. Bank denies the allegations contained in paragraph 21 of the Counterclaim.

7 **22.** U.S. Bank does not possess enough information to admit or deny the allegations
8 contained in paragraph 22 of the Counterclaim; therefore, U.S. Bank denies said allegations.

9 **23.** U.S. Bank does not possess enough information to admit or deny the allegations
10 contained in paragraph 23 of the Counterclaim; therefore, U.S. Bank denies said allegations.

11 **24.** U.S. Bank avers that the allegations contained in paragraph 24 state legal
12 conclusions for which no response is required; provided however, to the extent paragraph 24
13 does require a response, U.S. Bank does not possess enough information to admit or deny them;
14 therefore, U.S. Bank denies said allegations.

15 **25.** U.S. Bank does not possess enough information to admit or deny the allegations
16 contained in paragraph 25 of the Counterclaim; therefore, U.S. Bank denies said allegations.

17 **26.** U.S. Bank admits the allegations contained in paragraph 26 of the Counterclaim.

18 **27.** U.S. Bank does not possess enough information to admit or deny the allegations
19 contained in paragraph 27 of the Counterclaim; therefore, U.S. Bank denies said allegations.

20 **28.** U.S. Bank denies the allegations contained in paragraph 28 of the Counterclaim.

21 **29.** U.S. Bank admits the allegations contained in paragraph 29 of the Counterclaim.

22 **30.** U.S. Bank admits the allegations contained in paragraph 30 of the Counterclaim.

23 **31.** U.S. Bank admits the allegations contained in paragraph 31 of the Counterclaim.

24 **32.** U.S. Bank avers that the allegations contained in paragraph 32 state legal
25 conclusions for which no response is required; provided however, to the extent paragraph 32
26 does require a response, U.S. Bank does not possess enough information to admit or deny them;
27 therefore, U.S. Bank denies said allegations.

28 **33.** U.S. Bank does not possess enough information to admit or deny the allegations

contained in paragraph 33 of the Counterclaim; therefore, U.S. Bank denies said allegations.

34. U.S. Bank admits the allegations contained in paragraph 34 of the Counterclaim.

35. U.S. Bank admits the allegations contained in paragraph 35 of the Counterclaim.

36. U.S. Bank admits the allegations contained in paragraph 36 of the Counterclaim.

37. U.S. Bank avers that the allegations contained in paragraph 37 state legal conclusions for which no response is required; provided however, to the extent paragraph 37 does require a response, U.S. Bank denies said allegations.

38. U.S. Bank admits that a Request for Notice was recorded, but denies the remaining allegations contained in paragraph 38 of the Counterclaim.

39. U.S. Bank admits the allegations contained in paragraph 39 of the Counterclaim.

40. U.S. Bank denies the allegations contained in paragraph 40 of the Counterclaim.

41. U.S. Bank denies the allegations contained in paragraph 41 of the Counterclaim.

42. U.S. Bank denies the allegations contained in paragraph 42 of the Counterclaim.

FIRST CLAIM FOR RELIEF

(Declaratory Relief/Quiet Title Pursuant to NRS 30.010, et. seq., NRS 40.010 & NRS 116.3116)

43. Answering paragraph 43, Counter-Defendant hereby repeats, re-alleges and incorporates each of its admissions, denials, or other responses to all the paragraphs referenced hereinabove as if set forth at length and in full.

44. U.S. Bank avers that the allegations contained in paragraph 44 state legal conclusions for which no response is required; provided however, to the extent paragraph 44 does require a response, U.S. Bank admits said allegations.

45. U.S. Bank admits the allegations contained in paragraph 45 of the Counterclaim.

46. U.S. Bank avers that the allegations contained in paragraph 46 state legal conclusions for which no response is required; provided however, to the extent paragraph 46 does require a response, U.S. Bank does not possess enough information to admit or deny them; therefore, U.S. Bank denies said allegations.

47. U.S. Bank avers that the allegations contained in paragraph 47 state legal

1 conclusions for which no response is required; provided however, to the extent paragraph 47
2 does require a response, U.S. Bank denies said allegations.

3 **48.** U.S. Bank does not possess enough information to admit or deny the allegations
4 contained in paragraph 48 of the Counterclaim; therefore, U.S. Bank denies said allegations.

5 **49.** U.S. Bank denies the allegations contained in paragraph 49 of the Counterclaim.

6 **50.** U.S. Bank avers that the allegations contained in paragraph 50 state legal
7 conclusions for which no response is required; provided however, to the extent paragraph 50
8 does require a response, U.S. Bank denies said allegations.

9 **SECOND CLAIM FOR RELIEF**

10 **(Preliminary and Permanent Injunction)**

11 **51.** Answering paragraph 51, U.S. Bank hereby repeats, re-alleges and incorporates
12 each of its admissions, denials, or other responses to all the paragraphs referenced hereinabove as
13 if set forth at length and in full.

14 **52.** U.S. Bank admits the allegations contained in paragraph 52 of the Counterclaim.

15 **53.** U.S. Bank denies the allegations contained in paragraph 53 of the Counterclaim.

16 **54.** U.S. Bank denies the allegations contained in paragraph 54 of the Counterclaim.

17 **55.** U.S. Bank denies the allegations contained in paragraph 55 of the Counterclaim.

18 **56.** U.S. Bank avers that the allegations contained in paragraph 56 state legal
19 conclusions for which no response is required; provided however, to the extent paragraph 56
20 does require a response, U.S. Bank denies said allegations.

21 **57.** U.S. Bank denies the allegations contained in paragraph 53 of the Counterclaim.

22 **THIRD CLAIM FOR RELIEF**

23 **(Slander of Title against the Bank)**

24 **58.** Answering paragraph 58, Counter-Defendant hereby repeats, re-alleges and
25 incorporates each of its admissions, denials, or other responses to all the paragraphs referenced
26 hereinabove as if set forth at length and in full.

27 **59.** U.S. Bank denies the allegations contained in paragraph 59 of the Counterclaim.

28 **60.** U.S. Bank denies the allegations contained in paragraph 60 of the Counterclaim.

- 1 **61.** U.S. Bank denies the allegations contained in paragraph 61 of the Counterclaim.
- 2 **62.** U.S. Bank denies the allegations contained in paragraph 62 of the Counterclaim.
- 3 **63.** U.S. Bank denies the allegations contained in paragraph 63 of the Counterclaim.
- 4 **64.** U.S. Bank denies the allegations contained in paragraph 64 of the Counterclaim.

5 **COUNTER-DEFENDANT ASSERTS THE FOLLOWING AFFIRMATIVE DEFENSES:**

6 **FIRST AFFIRMATIVE DEFENSE**

7 **(Failure to State a Claim)**

8 SFR's Counterclaim fails to state a claim against Counter-Defendant upon which relief

9 can be granted.

10 **SECOND AFFIRMATIVE DEFENSE**

11 **(Priority)**

12 The Property remains subject to Counter-Defendant's first priority Deed of Trust, thereby

13 forestalling any enjoinder/extinguishment of Counter-Defendant's interest in the Property.

14 **THIRD AFFIRMATIVE DEFENSE**

15 **(Assumption of Risk)**

16 SFR, at all material times, calculated, knew and understood the risks inherent in the

17 situations, actions, omissions, and transactions upon which they now base their various claims

18 for relief, and with such knowledge, Red Rock undertook and thereby assumed such risks and is

19 consequently barred from all recovery by such assumption of risk.

20 **FOURTH AFFIRMATIVE DEFENSE**

21 **(Commercial Reasonableness and Violation of Good Faith - NRS 116.1113)**

22 The HOA lien foreclosure sale by which Counterclaimant took its interest was

23 commercially unreasonable if it eliminated Counter-Defendant's Deed of Trust, as

24 Counterclaimant contends. The sales price, when compared to the outstanding balance of First

25 Note and Deed of Trust and the fair market value of the Property, demonstrates that the sale was

26 not conducted in good faith as a matter of law. The circumstances of sale of the property violated

27 the HOA's obligation of good faith under NRS 116.1113 and duty to act in a commercially

28 reasonable manner.

1 **FIFTH AFFIRMATIVE DEFENSE**

2 **(Equitable Doctrines)**

3 Counter-Defendant alleges that the SFR's claims are barred by the equitable doctrines of
4 laches, unclean hands, estoppel, and failure to do equity.

5 **SIXTH AFFIRMATIVE DEFENSE**

6 **(Acceptance)**

7 Counter-Defendant asserts that any acceptance of any portion of the excess proceeds does
8 not "satisfy" the amount due and owing on the Loan and would not constitute a waiver of its
9 rights under the Loan and Deed of Trust, or statute.

10 **SEVENTH AFFIRMATIVE DEFENSE**

11 **(Waiver and Estoppel)**

12 Counter-Defendant asserts that by reason of SFR's acts and omissions, SFR has waived
13 its rights and is estopped from asserting the claims against Counter-Defendants.

14 **EIGHTH AFFIRMATIVE DEFENSE**

15 **(Void for Vagueness and Ambiguity)**

16 To the extent that SFR 's interpretation of NRS 116.3116 is accurate, the statute and
17 Chapter 116 as a whole are void for vagueness and ambiguity.

18 **NINTH AFFIRMATIVE DEFENSE**

19 **(Due Process Violations)**

20 A senior deed of trust beneficiary cannot be deprived of its property interest in violation
21 of the Procedural Due Process Clause of the 5th and 14th Amendments of the United States
22 Constitution and Article 1, Sec. 8, of the Nevada Constitution.

23 **TENTH AFFIRMATIVE DEFENSE**

24 **(Violation of Procedural Due Process)**

25 The HOA sale is void or otherwise does not operate to extinguish the first Deed of Trust
26 pursuant to the Due Process Clauses of the Nevada Constitution and United States Constitution,
27 including for the reasons that the non-judicial foreclosure scheme of NRS 116.3116 et seq.
28 violates due process rights because its "opt-in" notice provisions do not mandate that reasonable

1 and affirmative steps be taken to give actual notice to lenders and other holders of recorded
2 security interests prior to a deprivation of their property rights and because the statutes do not
3 require the foreclosing party to take reasonable steps to ensure that actual notice is provided to
4 interested parties who are reasonably ascertainable unless the interested party first requests
5 notice.

6 **ELEVENTH AFFIRMATIVE DEFENSE**

7 **(Supremacy Clause)**

8 The HOA sale is void or otherwise does not operate to extinguish the first Deed of Trust
9 pursuant to the Supremacy Clause of the United States Constitution.

10 **TWELFTH AFFIRMATIVE DEFENSE**

11 **(Property Clause)**

12 The HOA sale is void or otherwise does not operate to extinguish the first Deed of Trust
13 pursuant to the Property Clause of the United States Constitution.

14 **THIRTEENTH AFFIRMATIVE DEFENSE**

15 **(Failure to Mitigate Damages)**

16 Counter-Defendant alleges that the SFR 's claims are barred in whole or in part because
17 of the SFR 's failure to take reasonable steps to mitigate the damages, if any, in this case.

18 **FOURTEENTH AFFIRMATIVE DEFENSE**

19 **(Tender of Super-priority Lien)**

20 Counter-Defendant alleges that an entity tendered payment of the super-priority portion
21 of the HOA liens to the HOA and/or its agents.

22 **FIFTEENTH AFFIRMATIVE DEFENSE**

23 **(Contracts Clause)**

24 The HOA Sale is void or otherwise does not operate to extinguish the first Deed of Trust
25 pursuant to the Contracts Clause of both the United States Constitution and the Nevada
26 Constitution.

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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of WRIGHT, FINLAY & ZAK, LLP, and that on this 8th day of November, 2016, I did cause a true copy of **U.S. BANK’S REPLY TO SFR INVESTMENTS POOL 1, LLC’S COUNTERCLAIM** to be e-filed and e-served through the Eighth Judicial District EFP system pursuant to NEFR 9:

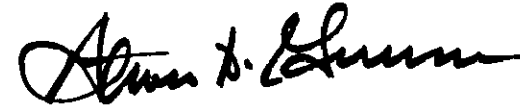
Kim Gilbert Ebron		
Name	Email	Select
Diana Cline Ebron	diana@kgelegal.com	<input type="checkbox"/> <input checked="" type="checkbox"/>
E-Service for Kim Gilbert Ebron	eservice@kgelegal.com	<input type="checkbox"/> <input checked="" type="checkbox"/>
Michael L. Sturm	mike@kgelegal.com	<input type="checkbox"/> <input checked="" type="checkbox"/>
Tomas Valerio	staff@kgelegal.com	<input type="checkbox"/> <input checked="" type="checkbox"/>

/s/Sara Aslinger
An Employee of WRIGHT, FINLAY & ZAK, LLP

ORDR

WRIGHT, FINLAY & ZAK, LLP
Dana Jonathon Nitz, Esq.
Nevada Bar No. 0050
Shadd A. Wade, Esq.
Nevada Bar No. 11310
7785 W. Sahara Ave., Suite 200
Las Vegas, NV 89117
(702) 475-7964; Fax: (702) 946-1345
dnitz@wrightlegal.net
swade@wrightlegal.net

Attorneys for Plaintiff, U.S. Bank, National Association as Trustee for Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2005-A8



CLERK OF THE COURT

**DISTRICT COURT
CLARK COUNTY, NEVADA**

U.S. BANK, NATIONAL ASSOCIATION AS
TRUSTEE FOR MERRILL LYNCH
MORTGAGE INVESTORS TRUST,
MORTGAGE LOAN ASSET-BACKED
CERTIFICATES, SERIES 2005-A8,

Plaintiff,

vs.

SFR INVESTMENTS POOL 1, LLC, a
Nevada limited liability company; DOE
INDIVIDUALS I through X, inclusive; and
ROE CORPORATIONS I through X,
inclusive,

Defendants.

Case No.: A-16-739867-C

Dept. No.: XXXI

**ORDER DENYING DEFENDANT'S
MOTION TO DISMISS PLAINTIFF'S
COMPLAINT PURSUANT TO NRCP 12
(b)(6)**

Haring Date: October 4, 2016

Hearing Time: 9:30 a.m.

Defendants, SFR Investments Pool 1, LLC ("SFR") Motion to Dismiss Plaintiff's Complaint Pursuant to N.R.C.P. 12(b)(6), having come on for hearing on October 4, 2016, with Diana C. Ebron, Esq., and Vanessa S. Goulet, Esq., appearing for Defendant, SFR Investments Pool 1, LLC ("SFR"), Dana Jonathon Nitz, Esq., appearing for Plaintiff, U.S. Bank, National Association as Trustee for Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2005-A8 ("U.S.

1 Bank”), the Court having reviewed the pleadings and papers on file, being fully advised in the premises,
2 having heard the arguments of counsel, and good cause appearing therefore, the Court finds and
3 concludes as follows:

4 1. Upon U.S. Bank’s counsel’s suggestion, and over the objection of SFR’s counsel, it is
5 appropriate to strike the allegation of the Complaint at paragraph 79:

6 U.S. Bank is entitled to a mandatory injunction that the HOA and HOA Trustee be compelled to
7 deliver to the Clerk of the Court and deposit all funds collected at the HOA Sale pending
8 determination by the Court of the validity of the sale and the respective rights of the parties to the
9 sale proceeds.

and the corresponding Prayer No. 9:

10 For a mandatory injunction that the HOA and/or the HOA Trustee be compelled to deliver to the
11 Clerk of the Court and deposit all funds collected at the HOA Sale pending determination by the
12 Court of the validity of the sale and the respective rights of the parties to the sale proceeds

13 because there are no charging allegations in the Complaint against the HOA and the HOA Trustee and
14 they are not party to the action. N.R.C.P. 12(f).

15 2. The primary claims for relief against SFR seek the remedy of a declaration from the Court
16 that U.S. Bank’s Deed of Trust was not extinguished by the homeowners’ association foreclosure sale
17 and SFR took subject to that Deed of Trust and the sale was invalid to the extent it purports to convey the
18 Property free and clear to SFR. The alternative remedy sought is a declaration that the sale was invalid
19 and conveyed to right, title or interest to SFR, which may affect the interests of the HOA and the HOA
20 trustee.

21 3. This is a notice pleading state, where this Court is required, upon a motion to dismiss
22 under N.R.C.P. 12(b)(6), to take the allegations made in the Complaint as true and view them in the light
23 most favorable to the non-moving party. *Buzz Stew, LLC v. City of North Las Vegas*, 124 Nev. 224, 227-
24 28, 181 P.3d. 670, 672 (2008); and *SFR Investments Pool 1, LLC v. U.S. Bank, N.A.*, 130 Nev. Adv. Op.
75, 334 P.3d 408, 418 (2014).

25 4. The Complaint sets forth sufficiently claims for relief for which complete relief may “be
26 accorded among those already parties” and neither the HOA nor the HOA Trustee “claim[] an interest
27 relating to the subject of the action and [are] so situated that the disposition of the action in [their]
28 absence may (i) as a practical matter impair or impede [their] ability to protect that interest or (ii) leave

1 [SFR] subject to a substantial risk of incurring double, multiple, or otherwise inconsistent obligations by
2 reason of the claimed interest." N.R.C.P. 19(a).

3 5. Therefore, there are some claims for relief for which the HOA and the HOA Trustee are
4 not necessary, indispensable parties.

5 6. The absence of the HOA and the HOA Trustee would not impede discovery.

6 7. Claims have been pending against both the HOA and the HOA Trustee since October 2,
7 2015, within the Nevada Real Estate Division of the Department of Business and Industry mediation
8 program, pursuant to NRS 38.300 et seq.

9 8. The Complaint is not subject to dismissal under NRS 38.130, including because U.S. Bank
10 offered adequate proof of service of the Complaint on the Nevada Attorney General on or about July 13,
11 2016.

12 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the allegation of the Complaint
13 at paragraph 79 and the corresponding Prayer No. 9 shall be stricken. N.R.C.P. 12(f).

14 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that SFR's Motion to Dismiss
15 Plaintiff's Complaint Pursuant to N.R.C.P. 12(b)(6) is DENIED without prejudice.

1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that SFR shall file and serve an
2 answer the Complaint within 10 days after notice of the Court's action. N.R.C.P. 12(a)(4)(A). No
3 response need be given to Paragraph 79 or Prayer No. 9.

4 IT IS SO ORDERED.

5 DATED this 14 day of November, 2016.

6
7 
8 DISTRICT COURT JUDGE

9 Respectfully Submitted By:

10
11 DATED this 31 day of October, 2016.
12 WRIGHT, FINLAY & ZAK, LLP

13 
14 Dana Jonathon Nitz, Esq.

15 Nevada Bar No. 0050

16 Shadd A. Wade, Esq.

17 Nevada Bar No. 11310

18 7785 W. Sahara Ave., Suite 200

19 Las Vegas, NV 89117

20 *Attorneys for Plaintiff, U.S. Bank, National*

21 *Association as Trustee for Merrill Lynch*

22 *Mortgage Investors Trust, Mortgage Loan*

23 *Asset-Backed Certificates, Series 2005-A8*

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Kim Gilbert Ebron

Email

diana@kgelegal.com

eservice@hkimlaw.com

mike@kqelegal.com

staff@kqlegal.com

JA00130


CLERK OF THE COURT

NEO
WRIGHT, FINLAY & ZAK, LLP
Dana Jonathan Nitz, Esq.
Nevada Bar No. 0050
Shadd A. Wade, Esq.
Nevada Bar No. 11310
7785 W. Sahara Ave., Suite 200
Las Vegas, NV, 89117
(702) 475-7964; Fax: (702) 946-1345
dnitz@wrightlegal.net
swade@wrightlegal.net

Attorneys for Plaintiff, U.S. Bank, National Association as Trustee for Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2005-A8

**DISTRICT COURT
CLARK COUNTY, NEVADA**

U.S. BANK, NATIONAL ASSOCIATION AS
TRUSTEE FOR MERRILL LYNCH
MORTGAGE INVESTORS TRUST,
MORTGAGE LOAN ASSET-BACKED
CERTIFICATES, SERIES 2005-A8,

Plaintiff,

vs.

SFR INVESTMENTS POOL 1, LLC, a Nevada
limited liability company; DOE INDIVIDUALS
I through X, inclusive; and ROE
CORPORATIONS I through X, inclusive,

Defendants.

Case No.: A-16-739867-C
Dept. No.: XXXI

NOTICE OF ENTRY OF ORDER

PLEASE TAKE NOTICE that an ORDER DENYING DEFENDANT'S MOTION TO
DISMISS PLAINTIFF'S COMPLAINT PURSUANT TO NRCP 12(b)(6) was entered in the
above entitled Court on the 22nd day of November, 2016. A copy of which is attached hereto.

///

///

///

DATED this 1st day of December, 2016.

WRIGHT, FINLAY & ZAK, LLP

/s/Shadd A. Wade, Esq.

Shadd A. Wade, Esq.

Nevada Bar No. 11310

7785 W. Sahara Ave., Suite 200

Las Vegas, NV, 89117

(702) 475-7964; Fax: (702) 946-1345

swade@wrightlegal.net

Attorneys for Plaintiff, U.S. Bank, National

Association as Trustee for Merrill Lynch Mortgage

Investors Trust, Mortgage Loan Asset-Backed

Certificates, Series 2005-A8

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of WRIGHT, FINLAY & ZAK, LLP, and that on this 1st day of December, 2016, I did cause a true copy of **NOTICE OF ENTRY OF ORDER** to be e-filed and e-served through the Eighth Judicial District EFP system pursuant to NEFR 9 and/or by depositing a true copy of same in the United States Mail, at Las Vegas, Nevada, addressed as follows:

Kim Gilbert Ebron

Name	Email	Select
Diana Cline Ebron	<u>diana@kgelegal.com</u>	<input type="checkbox"/> <input checked="" type="checkbox"/>
E-Service for Kim Gilbert Ebron	<u>eservice@kgelegal.com</u>	<input type="checkbox"/> <input checked="" type="checkbox"/>
Michael L. Sturm	<u>mike@kgelegal.com</u>	<input type="checkbox"/> <input checked="" type="checkbox"/>
Tomas Valerio	<u>staff@kgelegal.com</u>	<input type="checkbox"/> <input checked="" type="checkbox"/>

/s/Sara Aslinger

An Employee of WRIGHT, FINLAY & ZAK, LLP

ORDR

WRIGHT, FINLAY & ZAK, LLP

Dana Jonathon Nitz, Esq.

Nevada Bar No. 0050

Shadd A. Wade, Esq.

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7785 W. Sahara Ave., Suite 200

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(702) 475-7964; Fax: (702) 946-1345

dnitz@wrightlegal.net

swade@wrightlegal.net

Attorneys for Plaintiff, U.S. Bank, National Association as Trustee for Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2005-A8



CLERK OF THE COURT

**DISTRICT COURT
CLARK COUNTY, NEVADA**

U.S. BANK, NATIONAL ASSOCIATION AS
TRUSTEE FOR MERRILL LYNCH
MORTGAGE INVESTORS TRUST,
MORTGAGE LOAN ASSET-BACKED
CERTIFICATES, SERIES 2005-A8,

Plaintiff,

vs.

SFR INVESTMENTS POOL 1, LLC, a
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INDIVIDUALS I through X, inclusive; and
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inclusive,

Defendants.

Case No.: A-16-739867-C

Dept. No.: XXXI

**ORDER DENYING DEFENDANT'S
MOTION TO DISMISS PLAINTIFF'S
COMPLAINT PURSUANT TO NRCP 12
(b)(6)**

Haring Date: October 4, 2016

Hearing Time: 9:30 a.m.

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1 Bank”), the Court having reviewed the pleadings and papers on file, being fully advised in the premises,
2 having heard the arguments of counsel, and good cause appearing therefore, the Court finds and
3 concludes as follows:

4 1. Upon U.S. Bank’s counsel’s suggestion, and over the objection of SFR’s counsel, it is
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6 U.S. Bank is entitled to a mandatory injunction that the HOA and HOA Trustee be compelled to
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12 Court of the validity of the sale and the respective rights of the parties to the sale proceeds

13 because there are no charging allegations in the Complaint against the HOA and the HOA Trustee and
14 they are not party to the action. N.R.C.P. 12(f).

15 2. The primary claims for relief against SFR seek the remedy of a declaration from the Court
16 that U.S. Bank’s Deed of Trust was not extinguished by the homeowners’ association foreclosure sale
17 and SFR took subject to that Deed of Trust and the sale was invalid to the extent it purports to convey the
18 Property free and clear to SFR. The alternative remedy sought is a declaration that the sale was invalid
19 and conveyed to right, title or interest to SFR, which may affect the interests of the HOA and the HOA
20 trustee.

21 3. This is a notice pleading state, where this Court is required, upon a motion to dismiss
22 under N.R.C.P. 12(b)(6), to take the allegations made in the Complaint as true and view them in the light
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24 28, 181 P.3d. 670, 672 (2008); and *SFR Investments Pool 1, LLC v. U.S. Bank, N.A.*, 130 Nev. Adv. Op.
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1 [SFR] subject to a substantial risk of incurring double, multiple, or otherwise inconsistent obligations by
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4 not necessary, indispensable parties.

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6 7. Claims have been pending against both the HOA and the HOA Trustee since October 2,
7 2015, within the Nevada Real Estate Division of the Department of Business and Industry mediation
8 program, pursuant to NRS 38.300 et seq.

9 8. The Complaint is not subject to dismissal under NRS 38.130, including because U.S. Bank
10 offered adequate proof of service of the Complaint on the Nevada Attorney General on or about July 13,
11 2016.

12 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the allegation of the Complaint
13 at paragraph 79 and the corresponding Prayer No. 9 shall be stricken. N.R.C.P. 12(f).

14 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that SFR’s Motion to Dismiss
15 Plaintiff’s Complaint Pursuant to N.R.C.P. 12(b)(6) is DENIED without prejudice.

1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that SFR shall file and serve an
2 answer the Complaint within 10 days after notice of the Court's action. N.R.C.P. 12(a)(4)(A). No
3 response need be given to Paragraph 79 or Prayer No. 9.


4 IT IS SO ORDERED.

5 DATED this 14 day of November, 2016.

6
7 
8 DISTRICT COURT JUDGE

9 Respectfully Submitted By:

10
11 DATED this 31 day of October, 2016.
12 WRIGHT, FINLAY & ZAK, LLP

13 
14 Dana Jonathon Nitz, Esq.
15 Nevada Bar No. 0050
16 Shadd A. Wade, Esq.
17 Nevada Bar No. 11310
18 7785 W. Sahara Ave., Suite 200
19 Las Vegas, NV 89117
20 *Attorneys for Plaintiff, U.S. Bank, National*
21 *Association as Trustee for Merrill Lynch*
22 *Mortgage Investors Trust, Mortgage Loan*
23 *Asset-Backed Certificates, Series 2005-A8*
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CERTIFICATE OF SERVICE

Pursuant to N.R.C.P. 5(b), I certify that I am an employee of WRIGHT, FINLAY & ZAK, LLP, and that on this _____ day of October, 2016, I did cause a true copy of **ORDER DENYING DEFENDANT'S MOTION TO DISMISS PLAINTIFF'S COMPLAINT PURSUANT TO NRCP 12(B)(6)** to be e-filed and e-served through the Eighth Judicial District EFP system pursuant to NEFCR 9.

Kim Gilbert Ebron

Contact

Email

Diana Cline Ebron

diana@kgelegal.com

E-Service for Kim Gilbert Ebron

eservice@hkimlaw.com

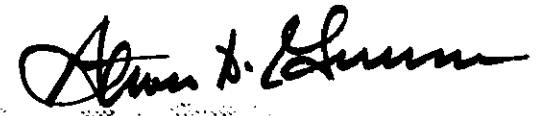
Michael L. Sturm

mike@kgelegal.com

Tomas Valerio

staff@kgelegal.com

An Employee of WRIGHT, FINLAY & ZAK, LLP


CLERK OF THE COURT

AFFT

Kim Gilbert Ebron
Diana Cline Ebron, Esq.
7625 Dean Martin Dr., Suite 110
Las Vegas, NV 89139
State Bar No.: 10580
Attorney(s) for: SFR Investments Pool 1, LLC

DISTRICT COURT
CLARK COUNTY, NEVADA

U.S. Bank, National Association as Trustee for Merrill Lynch Mortgage
Investors Trust. Mortgage Loan Asset-Backed Certificates, Series
2005-A8

vs

Plaintiff(s)

SFR Investments Pool 1, LLC, a Nevada limited liability company, et al.
Defendant(s)

Case No.: A-16-739867-C

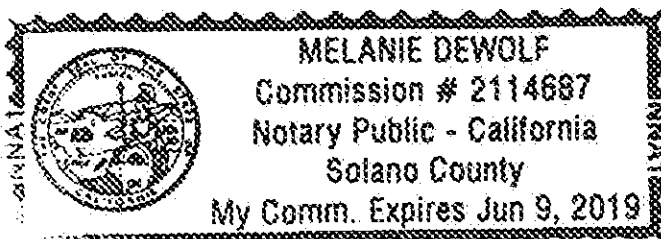
Dept. No.: XXXI

Date:

Time:

AFFIDAVIT OF SERVICE

Gina Silva, being duly sworn deposes and says: That at all times herein affiant was and is a citizen of the United States, over 18 years of age and not a party to or interested in the proceeding in which this affidavit is made. The affiant received 1 copy(ies) of the Summons: SFR Investments Pool 1, LLC'S Answer to Complaint, Counterclaim and Cross-Claim; Notice of Lis Pendens on the 4th day of November, 2016 and served the same on the 15th day of November, 2016 at 9:21AM by delivering and leaving a copy with the Defendant(s), Henry E. Ivy, an individual at 414 Branchwood Dr., Rio Vista, CA 94571.



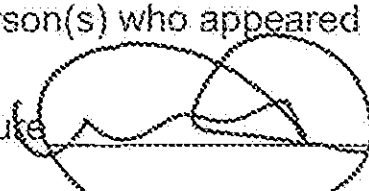
State of California, County of Solano

Subscribed and sworn to (or affirmed) before me on this

30th day of Nov 2016

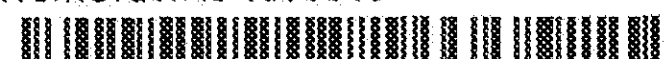
by Gina Silva

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature 


Affiant: Gina Silva
Solano County #1100395

WorkOrderNo 1608015



AFFT

Kim Gilbert Ebron
Diana Cline Ebron, Esq.
7625 Dean Martin Dr., Suite 110
Las Vegas, NV 89139
State Bar No.: 10580
Attorney(s) for: SFR Investments Pool 1, LLC


CLERK OF THE COURT

DISTRICT COURT
CLARK COUNTY, NEVADA

U.S. Bank, National Association as Trustee for Merrill Lynch Mortgage
Investors Trust, Mortgage Loan Asset-Backed Certificates, Series
2005-A8

vs

Plaintiff(s)

SFR Investments Pool 1, LLC, a Nevada limited liability company, et al.

Defendant(s)

Case No.: A-16-739867-C

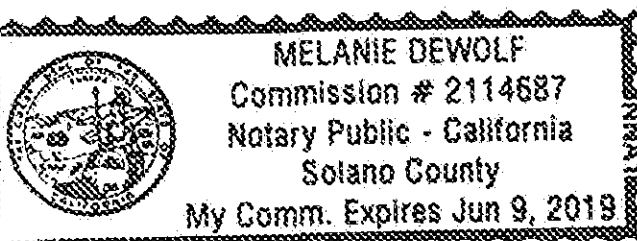
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Time:

AFFIDAVIT OF SERVICE

Gina Silva, being duly sworn deposes and says: That at all times herein affiant was and is a citizen of the United States, over 18 years of age and not a party to or interested in the proceeding in which this affidavit is made. The affiant received 1 copy(ies) of the Summons; SFR Investments Pool 1, LLC'S Answer to Complaint, Counterclaim and Cross-Claim; Notice of Lis Pendens on the 4th day of November, 2016 and served the same on the 15th day of November, 2016 at 9:21AM by serving to Defendant(s), Freddie S. Ivy, an individual by personally delivering and leaving a copy with Henry Ivy, a person of suitable age and discretion residing at the Defendant(s)'s usual place of abode located at 414 Branchwood Dr., Rio Vista, CA 94571.



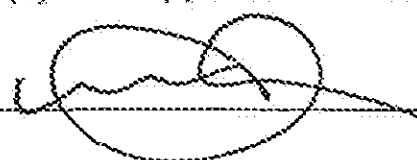
State of California, County of Solano


Subscribed and sworn to (or affirmed) before me on this

30th day of Nov 2016

by Gina Silva

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature 


Affiant: Gina Silva
Solano County #1100395

WorkOrderNo 1608017



Alvin D. Quinn

CLERK OF THE COURT

AFFT

Kim Gilbert Ebron
Diana Cline Ebron, Esq.
7625 Dean Martin Dr., Suite 110
Las Vegas, NV 89139
State Bar No.: 10580
Attorney(s) for: SFR Investments Pool 1, LLC

**DISTRICT COURT
CLARK COUNTY, NEVADA**

**U.S. Bank, National Association as Trustee for Merrill Lynch Mortgage
Investors Trust, Mortgage Loan Asset-Backed Certificates, Series
2005-A8**

vs

Plaintiff(s)

SFR Investments Pool 1, LLC, a Nevada limited liability company, et al.

Defendant(s)

Case No.: A-16-739867-C

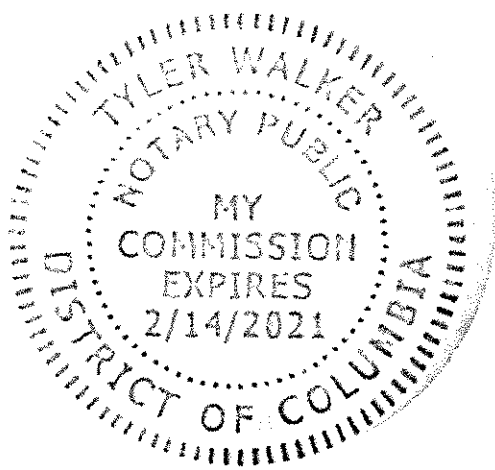
Dept. No.: XXXI

Date:

Time:

AFFIDAVIT OF SERVICE

Chancellor Karla, being duly sworn deposes and says: That at all times herein affiant was and is a citizen of the United States, over 18 years of age and not a party to or interested in the proceeding in which this affidavit is made. The affiant received 1 copy(ies) of the Summons: SFR Investments Pool 1, LLC'S Answer to Complaint, Counterclaim and Cross-Claim: Notice of Lis Pendens on the 1st day of November, 2016 and served the same on the 3rd day of November, 2016 at 11:24 am by serving the Defendant(s), Mortgage Electronic Registration Systems, Inc., a Delaware corporation, as nominee beneficiary for Universal American Mortgage Company, LLC, a foreign limited liability company by personally delivering and leaving a copy at 1818 Library Street, Suite 300, Reston, VA 20190 with Paul Van Fleet as Associate General Counsel an agent lawfully designated by statute to accept service of process.



State of DC, County of N/A

SUBSCRIBED AND SWORN to before me on this

7 day of November, 2016

Tyler Walker
Notary Public, District of Columbia
My Commission Expires 2/14/2021

Notary Public

Chancellor Karla

Affiant: Chancellor Karla

WorkOrderNo 1608014

