

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
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 IV

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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
Docket (A-16-739867-C)	XIII	JA02477- JA02483
Findings of Fact and Conclusions of Law and Judgment	XII	JA02300- JA02318
First Amended Complaint	II	JA00283- JA00346
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
Joint Trial Exhibit 3 - Grant, Bargain, Sale Deed	III	JA00589- JA00592
Joint Trial Exhibit 4 - Notice of Default and Election to Sell Under Deed of Trust	III	JA00593- JA00594
Joint Trial Exhibit 5 - Deed of Trust	III	JA00595- JA00616

DOCUMENT	VOL	BATES
Joint Trial Exhibit 6 - Deed of Trust (Second)	III	JA00617- JA00629
Joint Trial Exhibit 7 - Deed of Trust re-recorded to add correct Adjustable Rate Rider	IV	JA00630- JA00655
Joint Trial Exhibit 8 - Grant, Bargain, Sale Deed re-recorded to correct vesting to show Henry E. Ivy and Freddie S. Ivy, husband and wife as joint tenants with rights of survivorship	IV	JA00656- JA00661
Joint Trial Exhibit 9 - Notice of Delinquent Assessment (Lien)	IV	JA00662
Joint Trial Exhibit 10 - Notice of Delinquent Violation Lien	IV	JA00663- JA00664
Joint Trial Exhibit 11 - Notice of Default and Election to Sell Under Homeowners Association Lien	IV	JA00665
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
Joint Trial Exhibit 27 - Affidavit of Lost Note	IV	JA00709- JA00716
Joint Trial Exhibit 28 - Correspondence regarding Note	IV	JA00717- JA00718
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
Notice of Entry of Stipulation and Order to Dismiss SFR Investments Pool 1, LLC's Slander of Title Claim Against U.S. Bank, National Association	II	JA00278- JA00282
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 IV

DATE	DOCUMENT	VOL	BATES
04/16/19	Joint Trial Exhibit 7 - Deed of Trust re-recorded to add correct Adjustable Rate Rider	IV	JA00630- JA00655
04/16/19	Joint Trial Exhibit 8 - Grant, Bargain, Sale Deed re-recorded to correct vesting to show Henry E. Ivy and Freddie S. Ivy, husband and wife as joint tenants with rights of survivorship	IV	JA00656- JA00661
04/16/19	Joint Trial Exhibit 9 - Notice of Delinquent Assessment (Lien)	IV	JA00662
04/16/19	Joint Trial Exhibit 10 - Notice of Delinquent Violation Lien	IV	JA00663- JA00664
04/16/19	Joint Trial Exhibit 11 - Notice of Default and Election to Sell Under Homeowners Association Lien	IV	JA00665
04/16/19	Joint Trial Exhibit 12 - Notice of Trustee's Sale	IV	JA00666
04/16/19	Joint Trial Exhibit 13 - Notice of Trustee's Sale	IV	JA00667
04/16/19	Joint Trial Exhibit 14 - Notice of Trustee's Sale	IV	JA00668
04/16/19	Joint Trial Exhibit 15 - Trustee's Deed Upon Sale	IV	JA00669- JA00670
04/16/19	Joint Trial Exhibit 16 - Release of Notice of Delinquent Assessment Lien	IV	JA00671
04/16/19	Joint Trial Exhibit 17 - Rescission of Election to Declare Default	IV	JA00672- JA00673
04/16/19	Joint Trial Exhibit 18 - Notice of Delinquent Violation Lien	IV	JA00674- JA00675

DATE	DOCUMENT	VOL	BATES
04/16/19	Joint Trial Exhibit 19 - Request for Notice Pursuant to NRS 116.31168	IV	JA00676- JA00678
04/16/19	Joint Trial Exhibit 20 - Notice of Lis Pendens	IV	JA00679- JA00682
04/16/19	Joint Trial Exhibit 21 - Letter from Miles, Bauer, Bergstrom & Winters, LLP to Henry Ivy	IV	JA00683- JA00685
04/16/19	Joint Trial Exhibit 22 - Letter from Miles, Bauer, Bergstrom & Winters, LLP to Antelope Homeowners Association	IV	JA00686- JA00687
04/16/19	Joint Trial Exhibit 23 - Correspondence from Alessi & Koenig to Miles, Bauer, Bergstrom & Winters, LLP	IV	JA00688- JA00694
04/16/19	Joint Trial Exhibit 24 - Letter from Miles, Bauer, Bergstrom & Winters, LLP to Alessi & Koenig, LLC	IV	JA00695- JA00697
04/16/19	Joint Trial Exhibit 25 - Correspondence regarding corrected ARM Note	IV	JA00698
04/16/19	Joint Trial Exhibit 26 - Affidavit of Lost Note	IV	JA00699- JA00708
04/16/19	Joint Trial Exhibit 27 - Affidavit of Lost Note	IV	JA00709- JA00716
04/16/19	Joint Trial Exhibit 28 - Correspondence regarding Note	IV	JA00717- JA00718

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 IV** 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


20051020-0003872

Fee: \$39.00

N/C Fee: \$25.00

10/20/2005

14:14:23

T20050193551

Requestor:

UNIVERSAL AMERICAN MORTGAGE COMPANY

Frances Deane

ARO

Clark County Recorder

Page: 26

Parcel Number: 125-18-112-069Deed of Trust

(Type of Document)

(Example: Declaration of Homestead, Quit Claim Deed, etc.)

RE - RECORDED



Recording requested by:

Donna Murphy

Return to:

Attn.: Donna Murphy
Universal American Mortgage Company
311 Park Place Blvd., Suite 500
Clearwater, FL 33759

Reason for Re-Recording:

To add corrected Adjustable Rate Rider

This page added to provide additional information required by NRS 111.312,
Sections 1-2 (Additional recording fee applies)This cover must be typed or printed clearly in black ink only

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

804-04275 GRY [Space Above This Line For Recording Data]

Loan # XXXXXXXXXX 0683**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

****RE-RECORD TO ADD CORRECTED ADJUSTABLE RATE RIDER****

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 Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3029 1/01

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Initials: *HEI FSI*

VMP Mortgage Solutions (800)521-7291

20050523-0004228

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

Pas: 22

Loan # [REDACTED] 0683

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.

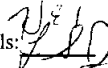
(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(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

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Initials: 

Form 3029 1/01

Loan # [REDACTED] 0683

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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 HEREOF

Parcel 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

VMP-6(NV) (0307)

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Initials: *[Signature]*

Form 3029 1/01

Loan # [REDACTED] 0683

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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.

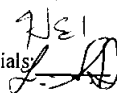
8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or 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.

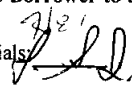
Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (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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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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Initials

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[Signature]

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A1918

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**

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Initials: 

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Loan # [REDACTED] 0683

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:

_____ (Seal)
HENRY E IVY -Borrower

_____ (Seal)
FREDDIE S IVY -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

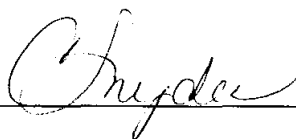
Loan # [REDACTED] 0683

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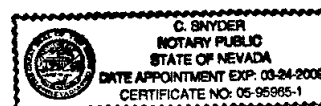
STATE OF NEVADA

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*
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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 # [REDACTED] 0683

Doc ID: C06D054

ADJUSTABLE RATE RIDER**(LIBOR 6 -Month Index (As Published In The Wall Street Journal))**

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 month(s) 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 6 month U.S. dollar-denominated deposits in the London market as published by The Wall Street Journal, "Money Rates" table. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs 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.

(i) Interest-Only Payment Period. The "interest-only payment period" is the period from the date of this Note Up to but not including July 1, 2015. For the monthly payments due during the interest-only payment period, after calculating my new interest rate as provided above, the Note Holder will then determine the amount of the monthly payment that would be sufficient to pay the interest which accrues on the unpaid principal of my loan. The result of this calculation will be the new amount of my monthly payment.

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Page 1 of 3

HO458MU 04/02 (Rev.02/04)

(LIBOR 6

-Month Index (As Published In The Wall Street Journal)

Issued: 5/2/02

Revised: 05/24/04

Loan #: [REDACTED] 0683

Doc ID: C06D054

(ii) Amortization Payment Period. The "amortization payment period" is the period after the interest-only period. For the monthly payments due during the amortization payment period, after calculating my new interest rate as provided above, the Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal balance 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

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

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

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HO458MU 04/02 (Rev.02/04)

(LIBOR 6

-Month Index (As Published In The Wall Street Journal)

Issued: 5/2/02

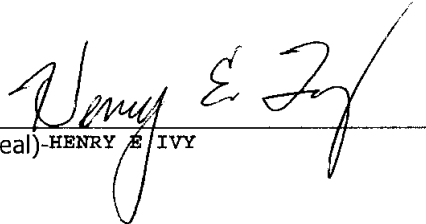
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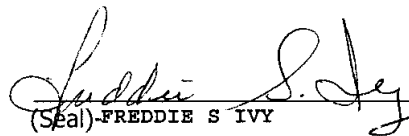
Loan #: 0683

Doc ID: C06D054

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.


(Seal)-HENRY E IVY


(Seal)-FREDDIE S IVY

(Seal)-

(Seal)-

(Seal)-

(Seal)-

Loan # [REDACTED] 0683

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.

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00275MU 04/02
Revision 02/25/04

Loan # [REDACTED] 0683

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.

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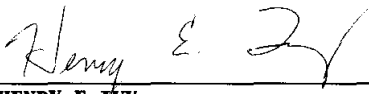
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Loan # [REDACTED] 0683

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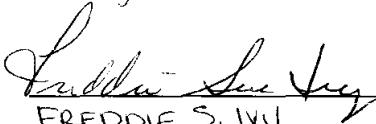
If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security 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 # [REDACTED] 0683

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 # [REDACTED] 0683

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.

 -7R (0411)

Page 2 of 3

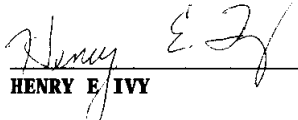
Initials: _____

Form 3150 1/01

Loan # XXXXXXXXXX 0683

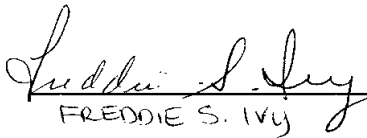
3150/FNMA

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



HENRY E IVY (Seal)
-Borrower

FREDDIE S IVY (Seal)
-Borrower



FREDDIE S. IVY (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

VRP-7R (0411)

Page 3 of 3

Form 3150 1/01

(6) -1

APN:125-18-112-069


WHEN RECORDED RETURN TO
AND MAIL TAX STATEMENTS TO:
Henry E. Ivy
7868 Marbledoe Street
Las Vegas, NV 89149-3740

Grant, Bargain, Sale Deed

Being re-recorded to correct vesting to show
Henry E. Ivy and Freddie S. Ivy,
husband and wife as joint tenants
with rights of survivorship

This page added to provide additional information required by
NRS 111.312 Sections 1-2
(Additional recording fee applies).

This cover page must be typed or printed clearly in black ink only


20061003-0004304Fee: \$18.00 RPTT: EX#003
N/C Fee: \$0.0010/03/2006 14:45:05
T20060172084Requestor:
NORTH AMERICAN TITLE COMPANYCharles Harvey STN
Clark County Recorder Pgs: 6**RE-RECORDED**

APN: 125-18-112-069ESCROW NUMBER: NV204-4275984RPTT: 1,356.60

Recording Requested by:

NORTH AMERICAN TITLE COMPANY

Please mail tax statements to:

When recorded please mail to:

Henry E. Ivy1868 Noble AveLas Vegas, NM 87149 33**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 survivorshipall 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 2004 - 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, 2005.

***** AS JOINT TENANTS

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



by: Tim Kent, Authorized Agent

20050523-0004227

Fee: \$17.00 RPTT: \$1,356.60
N/C Fee: \$0.0005/23/2005 14:40:47
T20050095701

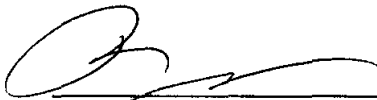
Requestor:

NORTH AMERICAN TITLE COMPANY

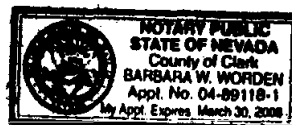
Frances Deane ADF
Clark County Recorder Pas. 4

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 33
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

Deed in Lieu of Foreclosure Only (value of property) \$ 265,999.00

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: Harry E. J. [Signature]

Address: 7600 S. Pr. Dr. #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 204-4275964

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.

RE-RECORDED

STATE OF NEVADA DECLARATION OF VALUE

1. Assessor Parcel Number(s):

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

FOR RECORDERS OPTIONAL USE ONLY

Document/Instrument# _____
Book: _____ Page: _____
Date of Recording: _____
Notes: _____

2. Type of Property:

- a) ☐ Vacant Land
b) ☒ Single Family Residence
c) ☐ Condo/Townhouse
d) ☐ 2-4 Plex
e) ☐ Apartment Building
f) ☐ Commercial/Industrial
g) ☐ Agricultural
h) ☐ Mobile Home
i) ☐ Other

3. Total Value/Sales Price of Property:

Deed in Lieu of Foreclosure Only (value of property) \$ _____
Transfer Tax Value: \$ _____
Real Property Transfer Tax Due: \$ _____

4. If Exemption Claimed:

- a) Transfer Tax Exemption, per NRS 375.090, Section: EXEMPT 3
b) Explain Reason for Exemption: Re-recorded to Vesting to add rights of Survivorship

5. Partial Interest: Percentage being transferred: _____%

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

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature [Signature] Capacity Authorized Agent
Signature _____ Capacity _____

SELLER (GRANTOR) INFORMATION

(REQUIRED)

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

BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: Henry Juy
Address: 7600 S. Rainbow # 1085
City: Las Vegas
State: NV Zip: 89139

COMPANY/PERSON REQUESTING RECORDING

(REQUIRED IF NOT THE SELLER OR BUYER)

North American Title Company

4955 S. Durango Drive, Suite 111
Las Vegas, NV 89113
(702) 257-6282

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)

4304

Inst #: 200911120004474

Fees: \$14.00

N/C Fee: \$0.00

11/12/2009 03:00:22 PM

Receipt #: 125960

Requestor:

JUNES 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

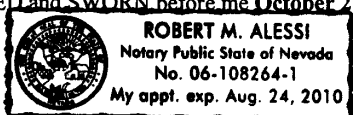
Alessi & Koenig, LLC on behalf of **Antelope Homeowners Association**

State of Nevada

County of Clark

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

(Seal)



(Signature)

NOTARY PUBLIC

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



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**

Inst #: 201108110003087

Fees: \$14.00

N/C Fee: \$0.00

08/11/2011 09:59:58 AM

Receipt #: 876604

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 Jeftic on behalf of Antelope Homeowners Association

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

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

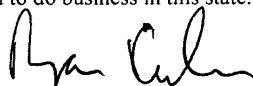
WARNING! A SALE OF YOUR PROPERTY IS IMMINENT! UNLESS YOU PAY THE AMOUNT SPECIFIED IN THIS NOTICE BEFORE THE SALE DATE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE. YOU MUST ACT BEFORE THE SALE DATE. IF YOU HAVE ANY QUESTIONS, PLEASE CALL Alessi & Koenig at 702-222-4033. IF YOU NEED ASSISTANCE, 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

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.

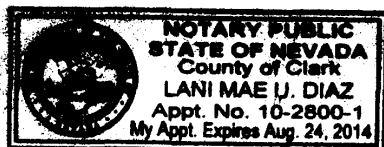
Signature of AUTHORIZED AGENT for **Alessi&Koenig, LLC**

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

Inst #: 201209200001210

Fees: \$17.00

N/C Fee: \$0.00

09/20/2012 08:03:54 AM

Receipt #: 1313788

Requestor:

ALESSI & KOENIG LLC

Recorded By: BGN Pgs: 1

DEBBIE CONWAY

CLARK COUNTY RECORDER

When recorded return to:

THE ALESSI & KOENIG, LLC

9500 W. Flamingo Rd., Ste 205

Las Vegas, Nevada 89147

Phone: (702) 222-4033

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

Trustee Sale No. 18842-7868

RELEASE OF NOTICE OF DELINQUENT ASSESSMENT LIEN

In accordance with the provisions of Nevada Revised Statutes chapter 116.3116 et al., the Notice of Delinquent Assessment Lien, recorded by **Antelope Homeowners Association**, is released. Said lien was recorded on **November 12, 2009** in Book **20091112** as instrument number **0004474**, against the property legally described as **Lot 139 Block B**, as per map recorded in Book **115**, Pages **89** inclusive of maps recorded in the County recorder of **Clark** County, Nevada.

The owner(s) of record as reflected on the public record as of the date of Lien recordation is (was):

HENRY E & FREDDIE S IVYProperty Address: **7868 Marbledoe Ct., Las Vegas, NV 89149**Dated: **September 6, 2012**By: Naomi Eden of Alessi & Koenig, LLC on behalf of **Antelope Homeowners Association**

State of Nevada

County of Clark

On **September 6, 2012**, before me personally appeared Naomi Eden, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same in his/her authorized capacity, and that by signing his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and seal.

(Seal)



(Signature)



NOTARY PUBLIC

FIDELITY NATIONAL
RECORDING REQUESTED BY:
WHEN RECORDED MAIL TO:
Owner of Record
7868 MARBLE DOE STREET
LAS VEGAS, NV 89149

Inst #: 201301170002014
Fees: \$18.00
N/C Fee: \$0.00
01/17/2013 02:56:05 PM
Receipt #: 1463561
Requestor:
LSI TITLE AGENCY INC.
Recorded By: GILKS Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

NVRES2011.11.0_11/2011
TS No. 09-0101143
Title Order No. 090498933
APN No. 125-18-112-069

**RESCISSION OF ELECTION TO DECLARE DEFAULT
NEVADA**

NOTICE IS HEREBY GIVEN that RECONTRUST COMPANY, N.A., Trustee for the Beneficiary does hereby rescind, cancel and withdraw the Notice of Default and Election to Sell hereinafter described, provided, however, that this rescission shall not be construed as waiving, curing, extending to, or affecting any default, either past, present or future, under such Deed of Trust, or as impairing any right or remedy thereunder, and it is and shall be deemed to be, only an election without prejudice not to cause a sale to be made pursuant to such Notice of Default and Election to Sell, and it shall not in any way alter or change any of the rights remedies or privileges secured to Beneficiary and/or Trustee under such Deed of Trust, nor modify, nor alter in any respect any of the terms, covenants, conditions or obligations therein contained Said NOTICE OF DEFAULT AND ELECTION TO SELL under Deed of Trust specifically described therein was:

Recorded on 08/26/2009, as Instrument No. 200908260000352, in Book N/A, Page N/A, of Official Records of Clark County, Nevada.

The DEED OF TRUST affected by this notice recorded on 05/23/2005 as Instrument No. 0004228 in Book 20050523 Page and Re-Recorded on 05/23/2005, Instrument No.: 0004228, Book: 20050523, Page: _____, executed by HENRY E IVY AND FREDDIE S IVY, HUSBAND AND WIFE WITH RIGHTS OF SURVIVORSHIP, as Trustor in Clark County, Nevada.

DATED: January 16, 2013

RECONTRUST COMPANY, N.A.

State of: TexasCounty of: Tarrant

BY:

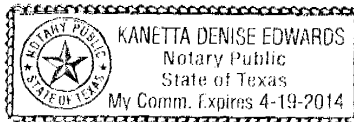
Nicole Hooten 1/16/13Nicole Hooten AVP

On 1-16-13 before me Kanetta Denise Edwards, personally appeared
Nicole Hooten AVP, know to me (or proved to me on the oath of
— or through —) to be the person whose name is subscribed to the
foregoing instrument and acknowledged to me that he/she executed the same for the purposes and
consideration therein expressed.

Witness my hand and official seal.

Kanetta Denise Edwards

Notary Public's Signature



Inst #: 201306070001057

Fees: \$18.00

N/C Fee: \$0.00

06/07/2013 10:56:51 AM

Receipt #: 1646645

Requestor:

CAMCO

Recorded By: ECM Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

Return to:
Attn: Yvette Saucedo
Antelope
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** of CC&Rs recorded: **06/23/04**
Instrument No: 0002016 Book No: 20040623 County of CLARK, and any and all amendments or annexations of record there to.

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: SFR Investments Pool I LLC

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

Owner's mailing address: 5030 Paradise Rd. #B-214 Las Vegas, NV 89119-1225

DELINQUENCY FOR ACCT #152514

Total Amount due as of 06/05/13	\$5,415.00
--	-------------------

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

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

DATED: **6/5/13**

Brittney O'Connor
Brittney O'Connor, HOA Accounting Clerk

STATE OF NEVADA
COUNTY OF CLARK

On 6/6/13 before me, the undersigned, a Notary Public in and for said county, personally appeared, Brittney O'Connor 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.

Yvette Saucedo
Yvette Saucedo, Notary Public



3

APN: 125-18-112-069

RECORDING REQUESTED BY:
Wright, Finlay & Zak LLP
5532 South Fort Apache Road, Suite 110
Las Vegas, Nevada 89148

WHEN RECORDED MAIL TO:
Ocwen Loan Servicing, LLC
1661 Worthington Road, Suite 100
West Palm Beach, FL 33409

Inst #: 20141105-0003181
Fees: \$19.00
N/C Fee: \$0.00
11/05/2014 04:01:44 PM
Receipt #: 2211487
Requestor:
WRIGHT FINLAY & ZAK LLP
Recorded By: LEX Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER

REQUEST FOR NOTICE PURSUANT TO NRS 116.31168

The undersigned, **UNIVERSAL AMERICAN MORTGAGE COMPANY**, is the Holder of the Note secured by Deed of Trust recorded May 23, 2005, as Book and Instrument Number 20050523-0004228 in the Recorder's Office, County of Clark, State of Nevada, which identified Henry E. Ivy and Freddie S. Ivy, husband and wife with rights of survivorship, as Borrower/Grantor, Stewart Title Company as the Trustee, and Universal American Mortgage Company as the Lender, as parties thereto.

Said Deed of Trust encumbers the real property commonly known as 7868 Marble Doe Street, Las Vegas, Nevada 89149, APN 125-18-112-069, which is legally described as follows:

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).

As of the date of recording this Request for Notice, the name of the unit's owner is SFR Investments Pool 1 LLC.

The undersigned hereby demands, in writing, all notices against said real property required to be mailed or recorded pursuant to NRS Chapters 116 and 107, including without limitation, any Notice of Delinquent Assessment, Notice of Default and Election to Sell, or Notice of Sale.

This Request for Notice is directed to all common interest community/communities in which the subject real property is located, including, without limitation:

Antelope Homeowners' Association
c/o Complete Association Management Company, LLC
5980 South Durango Drive, Suite 131
Las Vegas, Nevada 89113

The undersigned demands that written notice be sent to the following address:

UNIVERSAL AMERICAN MORTGAGE COMPANY
c/o Ocwen Loan Servicing, LLC
1661 Worthington Road, Suite 100
West Palm Beach, FL 33409

THIS PORTION INTENTIONALLY LEFT BLANK

In witness whereof the undersigned caused this instrument to be executed this 5th day of November, 2014.

WRIGHT, FINLAY & ZAK, LLP, as
Attorneys for UNIVERSAL AMERICAN
MORTGAGE COMPANY

Christopher L Benner
(Signature)

Christopher L. Benner
(Printed Name)

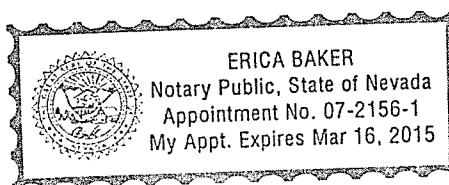
Attorney
(Title)

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

On 11-5-14, this instrument was acknowledged before me, by
Christopher L. Benner, as Attorney for
UNIVERSAL AMERICAN MORTGAGE COMPANY, personally known to me (or proved to
me on the basis of satisfactory evidence) to be the person whose name is subscribed to this
instrument and he/she executed the same in his/her authorized capacity on behalf of the entity
upon which the he/she acted.

WITNESS my hand and official seal.

[Signature]
NOTARY PUBLIC'S SIGNATURE



2

Inst #: 20160713-0002695
Fees: \$20.00
N/C Fee: \$0.00
07/13/2016 03:38:16 PM
Receipt #: 2816689
Requestor:
NATIONWIDE LEGAL
Recorded By: RYUD Pgs: 4
DEBBIE CONWAY
CLARK COUNTY RECORDER

RECORDING COVER PAGE

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

APN# 125-18-112-069
(11 digit Assessor's Parcel Number may be obtained at:
<http://redrock.co.clark.nv.us/assrealprop/owner.aspx>)

TITLE OF DOCUMENT

(DO NOT Abbreviate)

LIS PENDES

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

RECORDING REQUESTED BY:

WRIGHT, FINLAY & ZAK LLP

RETURN TO: Name WRIGHT, FINLAY & ZAK LLP

Address 7785 W. SAHARA AVE # 200

City/State/Zip LAS VEGAS, NV 89117

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

Name _____

Address _____

City/State/Zip _____

This page provides additional information required by NRS 111.312 Sections 1-2.

An additional recording fee of \$1.00 will apply.

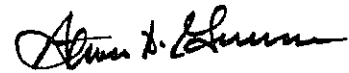
To print this document properly, do not use page scaling.

Using this cover page does not exclude the document from assessing a noncompliance fee.

P:\Common\Forms & Notices\Cover Page Template Feb2014

USB00157

JA00679



CLERK OF THE COURT

1 LIS

2 WRIGHT, FINLAY & ZAK, LLP

3 Dana Jonathon Nitz, Esq.

4 Nevada Bar No. 0050

5 Jake R. Spencer, Esq.

6 Nevada Bar No. 12282

7 7785 W. Sahara Ave., Suite 200

8 Las Vegas, NV 89117

9 (702) 475-7964; Fax: (702) 946-1345

10 dnitz@wrightlegal.net

11 jspencer@wrightlegal.net

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

9 **DISTRICT COURT**
10 **CLARK COUNTY, NEVADA**

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

16 Plaintiff,

17 v.

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

23 Defendants.

Case No.: A-16-739867-C

Dept. No.: XXXI

LIS PENDENS

24 PLEASE TAKE NOTICE that Plaintiff, U.S. Bank, National Association as Trustee for
25 Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2005-
26 A8 ("Plaintiff" or "U.S. Bank"), by and through its attorneys of record, Dana Jonathon Nitz,
27 Esq., and Jake R. Spencer, Esq., of the law firm of Wright, Finlay & Zak, LLP, complains
28 against SFR INVESTMENTS POOL 1, LLC ("Buyer") in the above-entitled action concerning
and affecting title to real property as described herein. U.S. Bank's Complaint was filed on July
12, 2016. The above-captioned matter is pending in the Clark County District Court, located at
200 Lewis Avenue, Las Vegas, Nevada.

1 This action, and the affirmative relief that U.S. Bank requests in its Complaint, affects
2 title to specific real property and the right to possession of specific real property situated in Clark
3 County, Nevada, commonly known as 7868 Marbledoe Street, Las Vegas, NV 89149
4 (hereinafter "Property") and more particularly described as:

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

and more particularly described as Clark County Assessor Parcel No. 125-18-112-069.

9 In its Complaint, U.S. Bank has asked the Court to provide the following affirmative
10 relief:

- 11 1. For a declaration and determination that U.S. Bank's interest is secured against
12 the Property, and that U.S. Bank's first Deed of Trust was not extinguished by the
13 HOA Sale;
- 14 2. For a declaration and determination that U.S. Bank's interest is superior to the
15 interest of Buyer, and all fictitious Defendants;
- 16 3. For a declaration and determination that all transfers of title to the Property are
17 and were subject to U.S. Bank's Deed of Trust, and that the Deed of Trust
18 continues to encumber title in senior position in the chain of title;
- 19 4. For a declaration and determination that the HOA Sale was invalid to the extent it
20 purports to convey the Property free and clear to Buyer;
- 21 5. In the alternative, for a declaration and determination that the HOA Sale was
22 invalid and conveyed no right, title or interest to Buyer, or its encumbrancers,
23 successors and assigns;

24 ///

25 ///

26 ///

27 ///

28 ///

1 6. For a preliminary and permanent injunction that Buyer, and its successors,
2 assigns, and agents are prohibited from conducting a sale or transfer of the
3 Property, or from encumbering the title to the Property.

4 DATED this 12th day of July, 2016.

6 WRIGHT, FINLAY & ZAK, LLP

7 /s/ Jake R. Spencer, Esq.

8 Dana Jonathon Nitz, Esq.

9 Nevada Bar No. 0050

10 Jake R. Spencer, Esq.

11 Nevada Bar No. 12282

12 7785 W. Sahara Ave., Suite 200

13 Las Vegas, NV, 89117

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

21 CERTIFIED COPY
22 DOCUMENT ATTACHED IS A
23 TRUE AND CORRECT COPY
24 OF THE ORIGINAL ON FILE

25 *Alvin D. L. [Signature]*
26 CLERK OF THE COURT

27 JUL 13 2016

DOUGLAS E. MILES *
Also Admitted in California and
Illinois
RICHARD J. BAUER, JR.*
JEREMY T. BERGSTROM
Also Admitted in Arizona
FRED TIMOTHY WINTERS*
KEENAN E. McCLENAHAN*
MARK T. DOMEYER*
Also Admitted in District of Columbia
& Virginia
TAMI S. CROSBY*
L. BRYANT JAQUEZ *
DANIEL L. CARTER *
GINA M. CORENA
WAYNE A. RASH *
ROCK K. JUNG
VY T. PHAM *
KRISTA J. NIELSON
HADI R. SEYED-ALI *
JORY C. GARABEDIAN
THOMAS M. MORLAN
Admitted in California
BRIAN H. TRAN *
ANNA A. GHAJAR *
CORI B. JONES *
STEVEN E. STERN
Admitted in Arizona & Illinois
ANDREW H. PASTWICK
Also Admitted in Arizona and
California
CATHERINE K. MASON *
CHRISTINE A. CHUNG *
HANH T. NGUYEN *
THOMAS B. SONG *



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

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

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

October 11, 2011

Henry E. Ivy
410 Branchwood Drive
Rio Vista, CA 94571

SENT VIA FIRST CLASS MAIL

Re: *Property Address: 7868 Marbledoe Street, Las Vegas, NV 89149*
MBBW File No. 11-H1638

Mr. Ivy:

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

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

The association has a lien on a unit for:

...
any penalties, fees, charges, late charges, fines and interest charged pursuant to paragraphs (j) to (n), inclusive, of subsection 1 of NRS 116.3102 are enforceable as assessments under this section

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

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

USB000161

JA00683

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

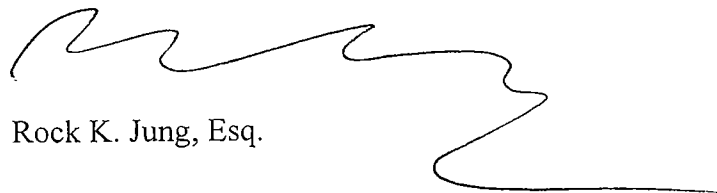
The lien is also prior to all security interests described in paragraph (b) to the extent of the assessments for common expenses...which would have become due in the absence of acceleration during the 9 months immediately preceding institution of an action to enforce the lien.

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

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

Sincerely,

MILES, BAUER, BERGSTROM & WINTERS, LLP



Rock K. Jung, Esq.



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

USB000163

JA00685

DOUGLAS E. MILES *
Also Admitted in California and
Illinois
RICHARD J. BAUER, JR.*
JEREMY T. BERGSTROM
Also Admitted in Arizona
FRED TIMOTHY WINTERS*
KEENAN E. McCLENAHAN*
MARK T. DOMEYER*
Also Admitted in District of
Columbia & Virginia
TAMI S. CROSBY*
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ANDREW H. PASTWICK
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California
CATHERINE K. MASON *
CHRISTINE A. CHUNG *
HANH T. NGUYEN *
THOMAS B. SONG *



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

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

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

October 11, 2011

Antelope Homeowners Association
C/o THE ALESSI & KOENIG, LLC
9500 West Flamingo Rd., Ste 100
Las Vegas, NV 89147

SENT VIA FIRST CLASS MAIL

Re: *Property Address: 7868 Marbledoe Street, Las Vegas, NV 89149*
MBBW File No. 11-H1638

Dear Sirs:

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

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

The association has a lien on a unit for:

...
any penalties, fees, charges, late charges, fines and interest charged pursuant to paragraphs (j) to (n), inclusive, of subsection 1 of NRS 116.3102 are enforceable as assessments under this section

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

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

USB000164

JA00686

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

The lien is also prior to all security interests described in paragraph (b) to the extent of the assessments for common expenses...which would have become due in the absence of acceleration during the 9 months immediately preceding institution of an action to enforce the lien.

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

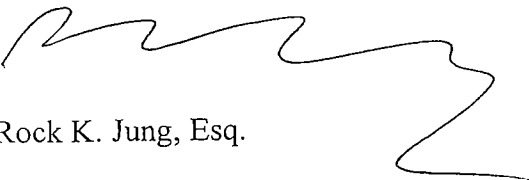
Based on Section 2(b), a portion of your HOA lien is arguably senior to BANA's first deed of trust, specifically the nine months of assessments for common expenses incurred before the date of your notice of delinquent assessment. For purposes of calculating the nine-month period, the trigger date is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

Please let me know the status of the Foreclosure sale that is scheduled for November 30, 2011. My client does not want these issues to become further exacerbated by a wrongful HOA sale and it is my client's goal and intent to have these issues resolved as soon as possible. Please refrain from taking further action to enforce this HOA lien until my client and the HOA have had an opportunity to speak to attempt to fully resolve all issues.

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

Sincerely,

MILES, BAUER, BERGSTROM & WINTERS, LLP



Rock K. Jung, Esq.

11-47638

DAVID ALESSI*
THOMAS BAYARD *
ROBERT KOENIG**
RYAN KERBOW***

* Admitted to the California Bar

** Admitted to the California, Nevada
and Colorado Bars

*** Admitted to the Nevada and California Bar



A Multi-Jurisdictional Law Firm

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Telephone: 702-222-4033
Facsimile: 702-222-4043
www.alessikoenig.com

ADDITIONAL OFFICES IN

AGOURA HILLS, CA
PHONE: 818- 735-9600

RENO NV
PHONE: 775-626-2323

&
DIAMOND BAR CA
PHONE: 909-861-8300

FACSIMILE COVER LETTER

To:	A Bhame	Re:	7868 Marbledoe Ct./HO #18842
From:	Ryan Kerbow	Date:	Friday, October 21, 2011
Fax No.:		Pages:	1, including cover
		HO #:	18842

Dear A Bhame:

This cover will serve as an amended demand on behalf of Antelope Homeowners Association for the above referenced escrow; property located at 7868 Marbledoe Ct., Las Vegas, NV. The total amount due through October 31, 2011 is \$4,111.61. The breakdown of fees, interest and costs is as follows:

10/27/2009	Notice of Delinquent Assessment Lien -- Nevada	\$295.00
1/7/2011	Notice of Default	\$395.00
12/20/2010	Pre NOD	\$150.00
6/12/2011	Pre-Notice of Trustee Sale	\$90.00
6/20/2011	Notice of Trustee Sale	\$275.00
6/20/2011	Foreclosure Fee	\$150.00
Total		\$1,355.00

1. Attorney and/or Trustees fees:	\$1,355.00
2. Notary, Recording, Copies, Mailings, and PACER	\$375.00
3. Assessments Through October 31, 2011	\$1,611.61
4. Late Fees Through October 31, 2011	\$150.00
5. Fines Through October 21, 2011	\$0.00
6. Interest Through October 31, 2011	\$0.00
7. RPIR-GI Report	\$85.00
8. Title Research (10-Day Mailings per NRS 116.31163)	\$210.00
9. Management Company Audit Fee	\$25.00
10. Management Account Setup Fee	\$0.00
11. Publishing and Posting of Trustee Sale	\$175.00
13. Conduct Foreclosure Sale	\$125.00
14. Capital Contribution	\$0.00
15. Progress Payments:	\$0.00
Sub-Total:	\$4,111.61
Less Payments Received:	\$0.00

Please be advised that Alessi & Koenig, LLC is a debt collector that is attempting to collect a debt and any information obtained will be used for that purpose.

USB000169

JA00688

DAVID ALESSI*
THOMAS BAYARD *
ROBERT KOENIG**
RYAN KERBOW***

* Admitted to the California Bar

** Admitted to the California, Nevada
and Colorado Bars

*** Admitted to the Nevada and California Bar



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ADDITIONAL OFFICES IN

AGOURA HILLS, CA
PHONE: 818- 735-9600

RENO NV
PHONE: 775-626-2323
&
DIAMOND BAR CA
PHONE: 909-861-8300

FACSIMILE COVER LETTER

Total Amount Due:

\$4,111.61

Please have a check in the amount of \$4,111.61 made payable to the Alessi & Koenig, LLC and mailed to the below listed NEVADA address. Upon receipt of payment a release of lien will be drafted and recorded. Please contact our office with any questions.

Please be advised that Alessi & Koenig, LLC is a debt collector that is attempting to collect a debt and any information obtained will be used for that purpose.

USB000170

JA00689

Resident Transaction Detail

Active Flag Yes

Void Flag No

ANTELOPE

Account #: 66

Property Address: 7868 MARBLEDOE ST

Code	Date	Amount	Balance	Check#	Memo
MA	6/1/2005	39.00	39.00		
CC	6/1/2005	175.00	214.00		
PMT	6/2/2005	-253.00	-39.00		
MA	7/1/2005	39.00	0.00		
PMT	7/13/2005	-10.00	-10.00		
MA	8/1/2005	39.00	29.00		
PMT	8/12/2005	-29.00	0.00		
MA	9/1/2005	39.00	39.00		
PMT	9/12/2005	-68.00	-29.00		
MA	10/1/2005	39.00	10.00		
PMT	10/17/2005	-10.00	0.00	1775	101705.usb
MA	11/1/2005	39.00	39.00		
MA	12/1/2005	39.00	78.00		
PMT	12/12/2005	-78.00	0.00	1930	121205.usb
MA	1/1/2006	39.00	39.00		
PMT	1/13/2006	-39.00	0.00	1950	011306.usb
MA	2/1/2006	39.00	39.00		
LF	2/16/2006	1.95	40.95		
MA	3/1/2006	39.00	79.95		
PMT	3/13/2006	-78.00	1.95	1879	031306.usb
MA	4/1/2006	39.00	40.95		
PMT	4/17/2006	-39.00	1.95	1823	041706.usb
MA	5/1/2006	39.00	40.95		
LF	5/16/2006	1.95	42.90		
MA	6/1/2006	39.00	81.90		
LFI	5/30/2006	0.58	82.48		
LF	6/16/2006	1.95	84.43		
PMT	6/15/2006	-79.95	4.48	1904	061506.usb
MA	7/1/2006	39.00	43.48		
LF	7/16/2006	1.95	45.43		
MA	8/1/2006	39.00	84.43		
LFI	7/30/2006	0.58	85.01		
PMT	8/12/2006	-126.00	-40.99	1910	
MA	9/1/2006	39.00	-1.99		
MA	10/1/2006	39.00	37.01		
MA	11/1/2006	39.00	76.01		
PMT	11/15/2006	-76.01	0.00	1979	111506.usb
MA	12/1/2006	39.00	39.00		
PMT	11/30/2006	-115.00	-76.00	1954	113006.USB
MA	1/1/2007	39.00	-37.00		

Resident Transaction Detail

Active Flag Yes

Void Flag No

ANTELOPE

MA	2/1/2007	39.00	2.00		
MA	3/1/2007	39.00	41.00		
PMT	3/14/2007	-41.00	0.00	1971	031407.usb
PMT	3/29/2007	-80.00	-80.00	2027	032907.usb
MA	4/1/2007	39.00	-41.00		
MA	5/1/2007	39.00	-2.00		
MA	6/1/2007	39.00	37.00		
PMT	6/28/2007	-76.00	-39.00	2062	062807.usb
MA	7/1/2007	39.00	0.00		
MA	8/1/2007	39.00	39.00		
LF	8/16/2007	1.95	40.95		
LFI	8/30/2007	0.58	41.53		
MA	9/1/2007	39.00	80.53		
LF	9/16/2007	3.90	84.43		
MA	10/1/2007	39.00	123.43		
LFI	9/30/2007	1.17	124.60		
PMT	10/1/2007	-119.00	5.60	2123	100107.usb
MA	11/1/2007	39.00	44.60		
LF	11/16/2007	1.95	46.55		
LFI	11/30/2007	0.58	47.13		Late Fee Processed
MA	12/1/2007	39.00	86.13		
LF	12/16/2007	3.90	90.03		Late Fee Processed
LFI	12/30/2007	1.17	91.20		Late Fee Processed
MA	1/1/2008	39.00	130.20		Assessment
LF	1/16/2008	5.85	136.05		Late Fee Processed
LFI	1/30/2008	1.75	137.80		Late Fee Processed
MA	2/1/2008	39.00	176.80		Assessment
PMT	2/4/2008	-125.13	51.67	01076	020408.usb
MA	3/1/2008	39.00	90.67		Assessment
PMT	3/3/2008	-90.67	0.00	1053	
MA	4/1/2008	39.00	39.00		Assessment
LF	4/16/2008	1.95	40.95		Late Fee Processed
PMT	4/30/2008	-79.95	-39.00	01104	043008.usb
MA	5/1/2008	39.00	0.00		Assessment
MA	6/1/2008	39.00	39.00		Assessment
PMT	6/2/2008	-39.00	0.00	01135	060208.usb
MA	7/1/2008	39.00	39.00		Assessment
PMT	7/14/2008	-39.00	0.00	01111	071408.usb
MA	8/1/2008	39.00	39.00		Assessment
LF	8/16/2008	1.95	40.95		Late Fee Processed
LFI	8/30/2008	0.58	41.53		Late Fee Processed
MA	9/1/2008	39.00	80.53		Assessment
LF	9/16/2008	3.90	84.43		Late Fee Processed

Resident Transaction Detail

Active Flag Yes

Void Flag No

ANTELOPE

LFI	9/30/2008	1.17	85.60	Late Fee Processed
MA	10/1/2008	39.00	124.60	Assessment
LF	10/16/2008	5.85	130.45	Late Fee Processed
LFI	10/30/2008	1.75	132.20	Late Fee Processed
MA	11/1/2008	39.00	171.20	Assessment
LF	11/16/2008	7.80	179.00	Late Fee Processed
LFI	11/30/2008	2.34	181.34	Late Fee Processed
PMT	12/1/2008	-210.00	-28.66 01191	120108.usb
MA	12/1/2008	39.00	10.34	Assessment
PMT	12/29/2008	-49.34	-39.00 01279	122908.usb
MA	1/1/2009	39.00	0.00	Assessment
MA	2/1/2009	39.00	39.00	Assessment
LF	2/16/2009	1.95	40.95	Late Fee Processed
LFI	2/28/2009	0.58	41.53	Late Fee Processed
MA	3/1/2009	39.00	80.53	Assessment
LF	3/16/2009	3.90	84.43	Late Fee Processed
PMT	3/27/2009	-126.00	-41.57 1328	
MA	4/1/2009	39.00	-2.57	Assessment
MA	5/1/2009	39.00	36.43	Assessment
PMT	5/12/2009	-84.00	-47.57 01357	051209].usb
MA	6/1/2009	39.00	-8.57	Assessment
MA	7/1/2009	39.00	30.43	Assessment
MA	8/1/2009	39.00	69.43	Assessment
LF	8/16/2009	3.47	72.90	Late Fee Processed
LFI	8/30/2009	1.04	73.94	Late Fee Processed
MA	9/1/2009	39.00	112.94	Assessment
LF	9/16/2009	5.42	118.36	Late Fee Processed
INTENT	9/17/2009	100.00	218.36	INTENT TO LIEN
LFI	9/30/2009	1.63	219.99	Late Fee Processed
MA	10/1/2009	39.00	258.99	Assessment
LF	10/16/2009	7.37	266.36	Late Fee Processed
LFI	10/30/2009	0.65	267.01	Late Fee Processed
MA	11/1/2009	39.00	306.01	Assessment
LF	11/16/2009	9.32	315.33	Late Fee Processed
LFI	11/30/2009	0.82	316.15	Late Fee Processed
MA	12/1/2009	39.00	355.15	Assessment
LF	12/16/2009	11.27	366.42	Late Fee Processed
LFI	12/30/2009	0.99	367.41	Late Fee Processed
MA	1/1/2010	42.90	410.31	Assessment
Late Fee	1/16/2010	13.42	423.73	Late Fee Processed
Interest	1/30/2010	1.18	424.91	Late Fee Processed
Assessment	2/1/2010	42.90	467.81	Assessment
Late Fee	2/16/2010	15.56	483.37	Late Fee Processed

Resident Transaction Detail

Active Flag Yes

Void Flag No

ANTELOPE

Interest	2/28/2010	1.37	484.74	Late Fee Processed
Assessment	3/1/2010	42.90	527.64	Assessment
Late Fee	3/16/2010	17.71	545.35	Late Fee Processed
Interest	3/30/2010	1.56	546.91	Late Fee Processed
Assessment	4/1/2010	42.90	589.81	Assessment
Late Fee	4/16/2010	19.85	609.66	Late Fee Processed
Interest	4/30/2010	1.75	611.41	Late Fee Processed
Assessment	5/1/2010	42.90	654.31	Assessment
Late Fee	5/16/2010	22.00	676.31	Late Fee Processed
Interest	5/30/2010	1.94	678.25	Late Fee Processed
Assessment	6/1/2010	42.90	721.15	Assessment
Late Fee	6/16/2010	24.14	745.29	Late Fee Processed
Interest	6/30/2010	2.12	747.41	Late Fee Processed
Assessment	7/1/2010	42.90	790.31	Assessment
Late Fee	7/16/2010	26.29	816.60	Late Fee Processed
Interest	7/31/2010	2.31	818.91	Late Fee Processed
Assessment	8/1/2010	42.90	861.81	Assessment
Late Fee	8/16/2010	45.24	907.05	Late Fee Processed
Interest	8/31/2010	2.50	909.55	Late Fee Processed
Assessment	9/1/2010	42.90	952.45	Assessment
Late Fee	9/16/2010	2.15	954.60	Late Fee Processed
Assessment	10/1/2010	42.90	997.50	Assessment
Late Fee	10/16/2010	8.58	1,006.08	
Late Fee	10/31/2010	4.39	1,010.47	
Assessment	11/1/2010	42.90	1,053.37	Assessment
Late Fee	11/16/2010	8.58	1,061.95	
Late Fee	11/30/2010	4.67	1,066.62	
Assessment	12/1/2010	42.90	1,109.52	Assessment
Late Fee	12/16/2010	8.58	1,118.10	
Late Fee	12/31/2010	4.92	1,123.02	
Assessment	1/1/2011	45.00	1,168.02	Assessment
Late Fee	1/16/2011	8.58	1,176.60	
Late Fee	1/31/2011	5.18	1,181.78	
Assessment	2/1/2011	45.00	1,226.78	Assessment
Late Fee	2/16/2011	8.58	1,235.36	
Assessment	3/1/2011	45.00	1,280.36	Assessment
Late Fee	3/16/2011	8.58	1,288.94	
Late Fee	3/31/2011	5.67	1,294.61	
Assessment	4/1/2011	45.00	1,339.61	Assessment
Late Fee	4/16/2011	2.25	1,341.86	
Late Fee	4/30/2011	5.90	1,347.76	
Assessment	5/1/2011	45.00	1,392.76	Assessment
Late Fee	5/16/2011	2.25	1,395.01	

Resident Transaction Detail

Active Flag Yes

Void Flag No

ANTELOPE

Assessment	6/1/2011	45.00	1,440.01	Assessment
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Count: 1

Total Units: 300

DOUGLAS E. MILES *
Also Admitted in California and
Illinois
RICHARD J. BAUER, JR.*
JEREMY T. BERGSTROM
Also Admitted in Arizona
FRED TIMOTHY WINTERS*
KEENAN E. McCLENAHAN*
MARK T. DOMAYER*
Also Admitted in District of
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ROCK K. JUNG
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THOMAS B. SONG *
S. SHELLY RAISZADEH *
SHANNON C. WILLIAMS *
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* CALIFORNIA OFFICE
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MILES, BAUER, BERGSTROM & WINTERS, LLP
ATTORNEYS AT LAW SINCE 1985

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

December 16, 2011

ALESSI & KOENIG, LLC
9500 W. FLAMINGO ROAD, SUITE 100
LAS VEGAS, NV 89147

Re: *Property Address: 7868 Marbledoe Street*
HO #: 18842
LOAN #: [REDACTED] 3767
MBBW File No. 11-H1638

Dear Sir/Madame:

As you may recall, this firm represents the interests of Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, LP (hereinafter "BANA") with regard to the issues set forth herein. We have received correspondence from your firm regarding our inquiry into the "Super Priority Demand Payoff" for the above referenced property. The Statement of Account provided by you in regards to the above-referenced address shows a full payoff amount of \$4,111.61. BANA is the beneficiary/servicer of the first deed of trust loan secured by the property and wishes to satisfy its obligations to the HOA. Please bear in mind that:

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

The association has a lien on a unit for:

...
any penalties, fees, charges, late charges, fines and interest charged pursuant to paragraphs (j) to (n), inclusive, of subsection 1 of NRS 116.3102 are enforceable as assessments under this section

USB000166

JA00695

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

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

The lien is also prior to all security interests described in paragraph (b) to the extent of the assessments for common expenses...which would have become due in the absence of acceleration during the 9 months immediately preceding institution of an action to enforce the lien.

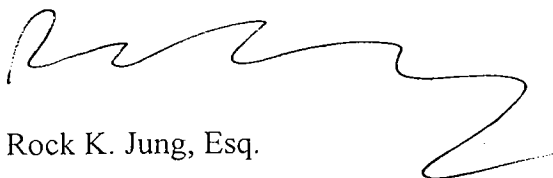
Based on Section 2(b), a portion of your HOA lien is arguably prior to BANA's first deed of trust, specifically the nine months of assessments for common expenses incurred before the date of your notice of delinquent assessment. As stated above, the payoff amount stated by you includes many fees that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

Our client has authorized us to make payment to you in the amount of \$405.00 to satisfy its obligations to the HOA as a holder of the first deed of trust against the property. Thus, enclosed you will find a cashier's check made out to Alessi & Koenig, LLC in the sum of \$405.00, which represents the maximum 9 months worth of delinquent assessments recoverable by an HOA. This is a non-negotiable amount and any endorsement of said cashier's check on your part, whether express or implied, will be strictly construed as an unconditional acceptance on your part of the facts stated herein and express agreement that BANA's financial obligations towards the HOA in regards to the real property located at 7868 Marbledoe Street have now been "paid in full".

Thank you for your prompt attention to this matter. If you have any questions or concerns, I may be reached by phone directly at (702) 942-0412.

Sincerely,

MILES, BAUER, BERGSTROM & WINTERS, LLP



Rock K. Jung, Esq.

Miles, Bauer, Bergstrom & Winters, LLP Trust Acct
 Payee: Alessi & Koenig, LLC
 11-H1638
 Initials: SRN
 Date: 12/9/2011 Amount: 405.00
 Check #: 12254

Inv. Date	Reference #	Description	Inv. Amount	Case #	Matter Description	Cost Amount
12/9/2011	18842	To Cure HOA Deficiency	405.00			

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

Bank of America
 1100 N. Green Valley Parkway
 Henderson, NV 89074
 16-66/1220
 1020
 11-H1638
 Loan #

12254

Date: 12/9/2011

Amount \$**** 405.00

Pay \$****Four Hundred Five & No/100 Dollars
 to the order of

Alessi & Koenig, LLC

Check Void After 90 Days

USB000168

JA00697

11 12254 11

Security features. Details on back.

04/16/05

Universal American Mortgage
311 Park Place Blvd. Suite 500
Clearwater, Fl. 33759-3999

Attn: Peter Gottlieb

Re: Ivy [REDACTED] 0683


Attached are corrected ARM note and Rider for the above referenced loan.

I received notice from Gwen Garrett that they were not correct at the time of signing and recording. See attached E-mail.

Please see that these corrected documents are taken care of and caught up with the original file.

Thank you for your attention to this matter, if you have any questions, please call me at 702-433-1306.

Sincerely,


Nancy T. Sykora
Loan Closer

USB000286

JA00698

NV Code 01

AFFIDAVIT OF LOST NOTE

202351581

STATE OF FLORIDA
COUNTY OF DUVAL

Loan Number # [REDACTED]

Today, Iris N. Owens, an Officer of Countrywide Home Loans, Inc. personally appeared before me, Almena M. Grant, a Notary Public in and for the County of Duval, in the State of Florida, and made the following oath before me in this County.

VOID

1. Countrywide Home Loans, Inc. originated a loan evidenced by that certain Note dated May 13, 2005 executed by HENRY E IVY FREDDIE S IVY (the "Borrower"), in the amount of \$212,750.00 payable to Countrywide Home Loans, Inc. (the "Note") which is secured by a Mortgage/Deed of Trust on property located 7868 MARBLE DOE ST LAS VEGAS, NV 89149.

2. The original Note has been lost, and after diligent search therefore, has not been found or recovered by Countrywide. A copy of the Note is attached as Exhibit A.

3. Countrywide represents and warrants that it has not previously hypothecated, transferred, sold, pledged or assigned the Note.

4. In the event that any other person, partnership, corporation, association or other entity makes a claim of any nature whatsoever against the Borrowers with respect to the Note, Countrywide agrees to indemnify, defend and hold or its assignee or successor in interest harmless against any and all losses, damages and liabilities, including without limitation, court costs and reasonable attorney's fees that arise out of or are related to such claim.

Dated: March 25, 2010

Countrywide Home Loans, Inc.


By: Iris N. Owens
Its: Officer



610

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007

STATE OF FLORIDA,

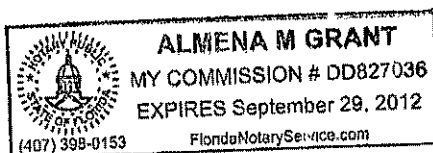
The foregoing instrument was acknowledged before me this
by

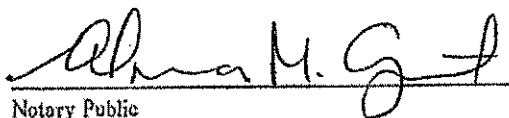
Duval County ss:
9th April 2010

Iris N. OWENS

who is personally known to me or who has produced

as identification.




Notary Public

USB000182

JA00699

Loan # [REDACTED]

CO6D070

This is to certify that this is a true
and correct copy of the original
ADJUSTABLE RATE NOTE
By [REDACTED] AMERICAN TITLE COMPANY

(LIBOR Six-Month Index (As Posted By The Wall Street Journal) - Rate Caps)
THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE
AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE
CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

May 13, 2005
[Date]

LAS VEGAS
[City]

NEVADA
[State]

7868 MARBLE DOE STREET, LAS VEGAS, NEVADA 89149

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S.\$ 212,750.00
(this amount is called "Principal"), plus interest, to the order of Lender. Lender is
Universal American Mortgage Company, LLC, a Florida limited liability
company

I will make all payments under this Note in the form of cash, check or money order.

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

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I
will pay interest at a yearly rate of 5.500%. The interest rate I will pay may change in
accordance with Section 4 of this Note.

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

3. PAYMENTS

(A) Time and Place of Payments

I will pay a monthly payment of accrued interest only for the first months of this loan by
making a payment every month. Beginning with the month, I will pay principal and interest by
making a payment every month thereafter.

I will make my monthly payments on the first day of each month beginning on July 01,
2005. I will make these payments every month until I have paid all of the principal and interest
and any other charges described below that I may owe under this Note. Each monthly payment
will be applied as of its scheduled due date and will be applied to interest before Principal. If on
June 01, 2035, I still owe amounts under this Note, I will pay those amounts in full on that
date, which is called the "Maturity Date."

I will make my monthly payments at

700 NW 107th Avenue 3rd Floor Miami, FL

33172-3139

the Note Holder.

or at a different place if required by

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$

975.10

This amount may change.

(C) Monthly Payment Changes

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

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of 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 based on quotations of major banks, 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.

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 point(s) (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 telephone number of a person who will answer any questions I may have regarding the notice.

5. BORROWER'S RIGHT TO PREPAY

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

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

6. LOAN CHARGES

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

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

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

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

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

8. GIVING OF NOTICES

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

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

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

10. WAIVERS

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

11. UNIFORM SECURED NOTE

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

Loan #

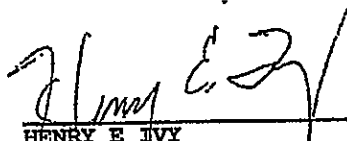
CO6D070

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

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

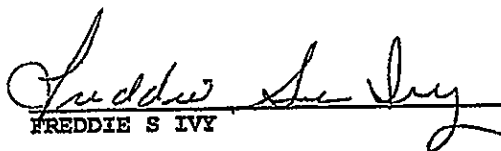
If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security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

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


HENRY E IVY

(Seal)

(Seal)


FREDDIE S IVY

(Seal)

(Seal)

(Seal)

(Seal)

[Sign Original Only]

GRPT56N6.UFF

Page 5 of 5

HO281MU 02/03
Revision: 02/25/04
Created: 10/18/02

USB000187

JA00704

Loan #:

Doc. ID: C06D060

ADJUSTABLE RATE NOTE

(6

Month LIBOR Index-Rate Caps)

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

May 13, 2005

[Date]

LAS VEGAS

[City]

NEVADA

[State]

7868 MARBLE DOE STREET, LAS VEGAS, NEVADA 89149

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 212,750.00 (this amount is called "Principal"), plus interest, to the order of Lender. Lender is Universal American Mortgage Company, LLC, a Florida limited liability company

I will make all payments under this Note in the form of cash, check or money order.

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

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 5.500 %. The interest rate I will pay may change in accordance with Section 4 of this Note.

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

3. PAYMENTS

(A) Time and Place of Payments

I will make a payment every month. This payment will be for interest only for the first 120 months and then will consist of principal and interest.

I will make my monthly payments on the first day of each month beginning on July 01, 2005. I will make these payments every month until I have paid all of the

principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on June 01, 2035 I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 700 NW 107th Avenue 3rd Floor, Miami, FL 33172-3139

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

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 975.10. This amount may change.

(C) Monthly Payment Changes

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

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of December 2005, and on that day every 6 months thereafter. Each date on which my interest rate could change is called a

"Change Date."

GR10NT1.UFF

Adjustable Rate Note (6

Page 1 of 4

Month LIBOR Index-Rate Caps)

HO427MU 0204

Issued: 5/2/02

Revision 05/30/04

USB000188

JA00705

(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 6-month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in The Wall Street Journal. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new Index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding two 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.

(i) Interest-Only Payment Period. The "interest-only payment period" is the period from the day of this Note up to but not including July 1, 2015. For the monthly payments due during the

interest-only payment period, after calculating any new interest rate as provided above, the Note Holder will determine the amount of the monthly payment that would be sufficient to pay the interest which accrues on the unpaid principal of my loan. The result of this calculation will be the new amount of my monthly payment.

(ii) Amortization Payment Period. The "amortization payment period" is the period after the interest-only payment period. For the monthly payment due during the amortization payment period, after calculating my new interest rate as provided above, 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

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.

5. BORROWER'S RIGHT TO PREPAY

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

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

6. LOAN CHARGES

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

GRJ0NT2.UFF

Adjustable Rate Note (6

Page 2 of 4

Month LIBOR Index-Rate Caps)

HO427MU 02/04

Issued: 5/2/02

Revision 05/30/04

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

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

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

(E) Payment of Note Holders Costs and Expenses

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

8. GIVING OF NOTICES

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

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

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

10. WAIVERS

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

11. UNIFORM SECURED NOTE

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

Loan #: [REDACTED]

Doc. ID: C062060

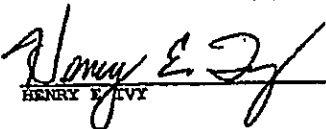
Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales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

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

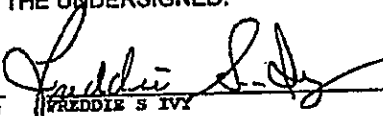
To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements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

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

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


HENRY E. IVY

(Seal)


FREDDIE S. IVY

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

[Sign Original Only]

GR1ONT4.UFF

Adjustable Rate Note (6

Page 4 of 4

Month LIBOR Index-Rate Caps)

HO427MUJ 02/04

Issued: 5/2/02

Revision 05/30/04

USB000191

JA00708

AFFIDAVIT OF LOST ADJUSTABLE RATE NOTE

February 14, 2007

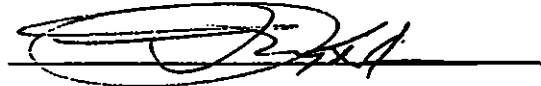
Loan No. [REDACTED]

State of California
County of Sonoma

The undersigned, Affiant herein, being first duly sworn, deposed and says:

1. That Larry R. Kern, is the Assistant Vice President of GREENPOINT MORTGAGE FUNDING, INC., with offices at 981 Airway Court, Suite E, Santa Rosa, Ca. 95403 in his capacity as Assistant Vice President he is familiar with the account and note described below.
2. That GREENPOINT MORTGAGE FUNDING, INC. is the owner and holder of the Note and Indebtedness being further described as an Adjustable Rate Note signed by Henry E. Ivy & Freddie S. Ivy dated May 13, 2005 in the original amount of \$212,750.00
3. The Adjustable Rate Note was made payable originally to Universal American Mortgage Company, LLC, a Florida Limited Liability Company, Deed of Trust securing said Adjustable Rate Note, described with the property address of 7868 Marble Doe Street, Las Vegas, Nevada 89149
4. That the Adjustable Rate Note was Lost under the following circumstances: Unable to Locate
5. That the Affiant has made due and diligent search for the Adjustable Rate Note; but has not found the same.
6. Affiant has not, nor has any other person to affiant's knowledge, canceled the above described instrument or transferred or in any other way been divested of the ownership of or rights under the above described Adjustable Rate Note except for the loss as herein above set forth.
7. In the event that any other person, partnership, corporation, association or other entity makes a claim of any nature whatsoever against the borrowers with respect to the note, seller agrees to indemnify, defend and hold GREENPOINT MORTGAGE FUNDING, INC. or it assignee or successor in interest harmless against any and all losses, damages and liabilities, including without limitation, court costs and reasonable attorney's fees that arise out of or are related to such claim.

GREENPOINT MORTGAGE FUNDING INC.

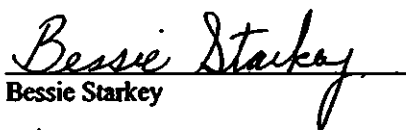


Larry R. Kern, Assistant Vice President
February 14, 2007

State of California }
 } ss
County of Sonoma }

On February 14, 2007, before me, Bessie Starkey, personally appeared Larry R. Kern [X] personally known to me or [] proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal


Bessie Starkey



USB000202

JA00709

ADJUSTABLE RATE NOTE

(6

Month LIBOR Index-Rate Caps)

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

May 13, 2005

LAS VEGAS

NEVADA

[Date]

[City]

[State]

7868 MARBLE DOE STREET, LAS VEGAS, NEVADA 89149

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 212,750.00 (this amount is called "Principal"), plus interest, to the order of Lender. Lender is Universal American Mortgage Company, LLC, a Florida limited liability company

I will make all payments under this Note in the form of cash, check or money order.

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

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 5.500 %. The interest rate I will pay may change in accordance with Section 4 of this Note.

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

3. PAYMENTS**(A) Time and Place of Payments**

I will make a payment every month. This payment will be for interest only for the first 120 months and then will consist of principal and interest.

I will make my monthly payments on the first day of each month beginning on July 01, 2005. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on June 01, 2035, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 700 SW 107th Avenue 3rd Floor, Miami, FL 33172-3139

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

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 975.10. This amount may change.

(C) Monthly Payment Changes

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

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES**(A) Change Dates**

The interest rate I will pay may change on the first day of December 2005, and on that day every 6 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 6-month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in The Wall Street Journal. The most recent index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Two 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.

(i) **Interest-Only Payment Period.** The "interest-only payment period" is the period from the day of this Note up to but not including July 1, 2015. For the monthly payments due during the interest-only payment period, after calculating any new interest rate as provided above, the Note Holder will determine the amount of the monthly payment that would be sufficient to pay the interest which accrues on the unpaid principal of my loan. The result of this calculation will be the new amount of my monthly payment.

(ii) **Amortization Payment Period.** The "amortization payment period" is the period after the interest-only payment period. For the monthly payment due during the amortization payment period, after calculating my new interest rate as provided above, 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

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.

5. BORROWER'S RIGHT TO PREPAY

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

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

6. LOAN CHARGES

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

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

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

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

(E) Payment of Note Holders Costs and Expenses

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

8. GIVING OF NOTICES

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

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

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

10. WAIVERS

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

11. UNIFORM SECURED NOTE

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

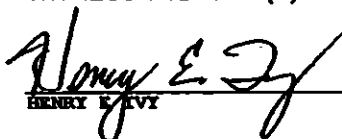
Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales 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 part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.


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

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

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


HENRY E. IVY

(Seal)


FREDDIE S. IVY

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

[Sign Original Only]

GR10NT4.UFF

Page 4 of 4

Adjustable Rate Note (6

Month LIBOR Index-Rate Caps)

HO427MU 02/04
Issued: 5/2/02
Revision 05/30/04

USB000206

JA00713

ADJUSTABLE RATE RIDER

(LIBOR 6

-Month Index (As Published In The Wall Street Journal)

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 month(s) 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 6 month U.S. dollar-denominated deposits in the London market as published by The Wall Street Journal, "Money Rates" table. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs 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.

(I) Interest-Only Payment Period. The "interest-only payment period" is the period from the date of this Note up to but not including July 1, 2015. For the monthly payments due during the interest-only payment period, after calculating my new interest rate as provided above, the Note Holder will then determine the amount of the monthly payment that would be sufficient to pay the interest which accrues on the unpaid principal of my loan. The result of this calculation will be the new amount of my monthly payment.

(ii) Amortization Payment Period. The "amortization payment period" is the period after the interest-only period. For the monthly payments due during the amortization payment period, after calculating my new interest rate as provided above, the Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal balance 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

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 THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 18 of the Security Instrument is amended to read as follows:

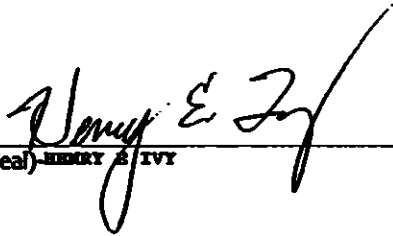
Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales 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 part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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

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

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


(Seal) HENRY S. IVY


(Seal) FREDDIE S. IVY

(Seal)-

(Seal)-

(Seal)-

(Seal)-

Ramirez, Sonia

From: Pavlenkov, Beth
Sent: Wednesday, February 14, 2007 6:51 AM
To: Ramirez, Sonia; Starkey, Bessie
Subject: FW: Corrected Notes #6650683
Attachments: ~o82.TIF

Sonia, please handle. Let Bea/Jean know when completed--thanks

*Beth Pavlenkov
Supervisor
Document Correction Department
Greenpoint Mortgage
981 Airway Court, Ste E
Santa Rosa, Ca 95403*

*Direct Line: 707-521-2072
Fax # 8668004901
e-mail: Beth.Pavlenkov@Greenpoint.com*

From: Wesson, Bea
Sent: Tuesday, February 13, 2007 10:47 AM
To: Pavlenkov, Beth
Cc: Banz, Jean; Wesson, Bea
Subject: FW: Corrected Notes #6650683

Beth - Attached is a copy of the corrected Note for Ivy-0202351581 which, also, needs to have an LNA prepared.

Thank you.
Bea Wesson, CLD Post Closing
Phone 972-624-7691
Fax 972 963-5517

From: DeborahBorden@uamc.com [mailto:DeborahBorden@uamc.com]
Sent: Tuesday, February 13, 2007 12:21 PM
To: Wesson, Bea
Subject: Re: Corrected Notes #6650683

Attached is the corrected note...this was sent to Greenpoint in 06/05.

2/14/2007

USB000216

JA00717

Thanks,

Deborah R. Borden
Investor Liaison I
Secondary Marketing Operations
Universal American Mortgage Company
311 Park Place Boulevard - Suite 500
Clearwater, FL 33759
Phone: 727-450-2846
Fax: 727-450-2861
E-Mail: deborahborden@uamc.com

"Wesson, Bea" <Bea.Wesson@greenpoint.com>

To <DeborahBorden@uamc.com>

02/09/2007 01:48 PM

cc "Wesson, Bea" <Bea.Wesson@greenpoint.com>

Subject Corrected Notes

Deborah - A recent audit has determined that the following loans, which were purchased from GreenPoint in June of 2005, were printed on the wrong form. Section 3(A), pg 1 of the Notes is incomplete, and, Section 4(D), pg 2 is incorrectly stated as "zero percentage points". Unfortunately, the Notes for these loans need to be re-printed on the correct form and re-executed.

0202374088-Weinstein
0202351581-Ivy
0202332946-Schertz
0202348959-Philman

Thank you.

WE APPRECIATE YOUR BUSINESS! PLEASE SEND ALL DOCUMENTS TO ADDRESS BELOW

Bea Wesson, CLD Post Closing
GreenPoint Mortgage
5700 Granite Parkway #940
Plano, TX 75024
Phone 972-624-7691
Fax 972 963-5517

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2/14/2007

USB000217

JA00718