

**IN THE SUPREME COURT OF THE STATE OF NEVADA**

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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  
Clerk of Supreme Court

vs.

SFR INVESTMENTS POOL 1, LLC, Respondent.

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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

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**JOINT APPENDIX – VOLUME VI**

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Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series  
2005-A8*

<b>DOCUMENT</b>	<b>VOL</b>	<b>BATES</b>
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

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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
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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

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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
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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



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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
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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
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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

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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
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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

<b>DOCUMENT</b>	<b>VOL</b>	<b>BATES</b>
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
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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

<b>DOCUMENT</b>	<b>VOL</b>	<b>BATES</b>
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Notice to Adverse Parties and to the Eighth Judicial District Court of Remand of Previously-Removed Case to this Court	II	JA00141- JA00262
Objections to U.S. Bank's Amended Pre-Trial Disclosures	III	JA00475- JA00479
Order Denying Defendant's Motion to Dismiss Plaintiff's Complaint Pursuant to NRCP 12(b)(6)	I	JA00126- JA00130
Order Denying The Antelope Homeowners' Association's Motion to Dismiss	III	JA00390- JA00393
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Recorders Transcript of Bench Trial – Day 1	XIII	JA02484- JA02575
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Recorders Transcript of Bench Trial – Day 3	XV	JA02744- JA02908
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Recorders Transcript of Bench Trial – Day 5	XII	JA02112- JA02267
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<b>DOCUMENT</b>	<b>VOL</b>	<b>BATES</b>
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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

<b>DOCUMENT</b>	<b>VOL</b>	<b>BATES</b>
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 VI**

<b>DATE</b>	<b>DOCUMENT</b>	<b>VOL</b>	<b>BATES</b>
04/16/19	Joint Trial Exhibit 29 - Deed of Trust, Note, and Lost Note Affidavit (Part 2)	VI	JA00969- JA00984
04/16/19	Joint Trial Exhibit 30 - Alessi & Koenig, LLC Collection File	VI	JA00985- JA01160
04/16/19	Joint Trial Exhibit 31 - Affidavit of Doug Miles and Backup	VI	JA01161- JA01181
04/16/19	Joint Trial Exhibit 31a – Excerpt of Affidavit of Doug Miles and Backup	VI	JA01182- JA01183
04/16/19	Joint Trial Exhibit 32 - Title Insurance Documents – First American Title Insurance Company – NV08000274-11/IVY	VI	JA01184- JA01194
04/16/19	Joint Trial Exhibit 33 - Title Insurance Policy – North American Title Insurance Company	VI	JA01195- JA01211
04/16/19	Joint Trial Exhibit 34 - Corporate Assignment of Deed of Trust	VI	JA01212- JA01213

DATED this 15<sup>th</sup> 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 15<sup>th</sup> day of June, 2020, the foregoing **JOINT APPENDIX – VOLUME VI** 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



North American Title Insurance Company

**SCHEDULE B**

Customer Ref.: 0006650683

File Number: NV204-04275GRY

Policy Number: 799401

**EXCEPTIONS FROM COVERAGE  
PART I**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. TAXES FOR THE FISCAL YEAR 2004 TO 2005 HAVE BEEN PAID IN FULL IN THE AMOUNT OF \$462.03.

APN: 125-18-112-069

2. ANY SUPPLEMENTAL TAXES WHICH MAY BECOME A LIEN ON THE SUBJECT PROPERTY BY REASON OF INCREASED VALUATIONS DUE TO LAND USE OR IMPROVEMENT, NRS 361-260, OR OTHERWISE.

ANY SPECIAL ASSESSMENTS WHICH MAY BE DUE AND PAYABLE AND WHICH ARE NOT ASSESSED THROUGH THE CLARK COUNTY TREASURER'S OFFICE AND ARE BEING BILLED BY THE ENTITY WHERE THE PARCEL IS LOCATED..

3. THE HEREIN DESCRIBED PROPERTY LIES WITHIN THE BOUNDARIES OF THE CLARK COUNTY SANITATION DISTRICT AND IS SUBJECT TO ANY AND ALL ASSESSMENTS AND OBLIGATIONS THEREOF.

4. WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS.

5. RESERVATIONS IN THE PATENT FROM THE UNITED STATES OF AMERICA, RECORDED 12/10/56 IN BOOK 115 AS DOCUMENT NO. 95147 OF OFFICIAL RECORDS.

SAID PATENT FURTHER RESERVES AND IS SUBJECT TO A RIGHT-OF-WAY NOT EXCEEDING THIRTY-THREE (33) FEET IN WIDTH FOR ROADWAY AND PUBLIC UTILITY PURPOSES:

A PARTIAL RELINQUISHMENT OF PATENT RIGHTS.

BY: NEVADA POWER COMPANY, A NEVADA CORPORATION  
RECORDED: 06/26/03  
BOOK: 20030626  
DOCUMENT NO.: 3495, OFFICIAL RECORDS

6. RESERVATIONS IN THE PATENT FROM THE UNITED STATES OF AMERICA, RECORDED 08/01/57 IN BOOK 136 AS DOCUMENT NO. 111918 OF OFFICIAL RECORDS.

SAID PATENT FURTHER RESERVES AND IS SUBJECT TO, A RIGHT-OF-WAY NOT EXCEEDING THIRTY-THREE (33) FEET IN WIDTH FOR ROADWAY AND PUBLIC UTILITY PURPOSES:

A PARTIAL RELINQUISHMENT OF PATENT RIGHTS.

BY: NEVADA POWER COMPANY, A NEVADA CORPORATION  
RECORDED: 06/26/03  
BOOK: 20030626  
DOCUMENT NO.: 3495, OFFICIAL RECORDS.

7. RESERVATIONS IN THE PATENT FROM THE UNITED STATES OF AMERICA, RECORDED 02/01/60

ALTA Loan/Construction Loan Policy  
Schedule B - Part I (10/17/92)

(NV204-04275GRY.PFD/NV204-04275GRY/37)

**USB000426**

JA00969

**SCHEDULE B - PART I**  
(Continued)

File Number: NV204-04275GRY

Policy Number: 799401

IN BOOK 230 AS DOCUMENT NO. 186727 OF OFFICIAL RECORDS

SAID PATENT FURTHER RESERVES AND IS SUBJECT TO, A RIGHT-OF-WAY NOT EXCEEDING THIRTY-THREE (33) FEET IN WIDTH FOR ROADWAY AND PUBLIC UTILITY PURPOSES:

A PARTIAL RELINQUISHMENT OF PATENT RIGHTS.

BY: NEVADA POWER COMPANY, A NEVADA CORPORATION  
RECORDED: 06/26/03  
BOOK: 20030626  
DOCUMENT NO.: 3495, OFFICIAL RECORDS.

8. TERMS, COVENANTS, CONDITIONS AND PROVISIONS IN AN INSTRUMENT ENTITLED "MEMORANDUM OF INFRASTRUCTURE PARTICIPATION AGREEMENT", RECORDED 06/23/03 IN BOOK 20030623 AS DOCUMENT NO. 1943 OF OFFICIAL RECORDS.
9. ANY EASEMENTS NOT VACATED BY THAT CERTAIN ORDER OF RELINQUISHMENT RECORDED 11/06/03 IN BOOK 20031106 AS DOCUMENT NO. 1457 OF OFFICIAL RECORDS.
10. RIGHT-OF-WAY GRANT AFFECTING THAT PORTION OF SAID LAND AND FOR THE PURPOSES THEREIN AND INCIDENTAL PURPOSES THERETO:

IN FAVOR OF: CITY OF LAS VEGAS  
FOR : STREETLIGHTS, FIRE HYDRANT AND APPURTENANCES  
RECORDED: 11/06/03  
BOOK: 20031106  
DOCUMENT NO.: 1457, OF OFFICIAL RECORDS

11. DEDICATIONS AND EASEMENTS AS SHOWN ON THE RECORDED MAP REFERRED TO HEREIN, ON FILE IN BOOK 115 OF PLATS, PAGE 89, OF OFFICIAL RECORDS. .
12. RIGHT OF ENTRY AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSE STATED THEREIN, AND INCIDENTAL PURPOSES.

IN FAVOR OF: NEVADA POWER COMPANY

NO REPRESENTATION IS MADE AS TO THE PRESENT OWNERSHIP OF SAID EASEMENT.

FOR: ELECTRICAL LINES  
RECORDED: 03/15/04  
BOOK NO.: 20040315  
DOCUMENT NO.: 1081

13. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSE STATED THEREIN, AND INCIDENTAL PURPOSES.

IN FAVOR OF: NEVADA POWER COMPANY AND CENTRAL TELEPHONE COMPANY

NO REPRESENTATION IS MADE AS TO THE PRESENT OWNERSHIP OF SAID EASEMENT.

FOR: ELECTRICAL AND COMMUNICATION LINES  
RECORDED: 03/15/04

**SCHEDULE B - PART I**

(Continued)

File Number: NV204-04275GRY

Policy Number: 799401

BOOK NO.: 20040315  
DOCUMENT NO.: 1092

14. COVENANTS, CONDITIONS AND RESTRICTIONS (BUT DELETING THEREFROM ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION, OR DISCRIMINATION, BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN) AS CONTAINED IN THE DECLARATION OF RESTRICTIONS RECORDED 06/23/04 IN BOOK 20040623 AS DOCUMENT NO. 2016.

SAID COVENANTS, CONDITIONS AND RESTRICTIONS PROVIDE THAT A VIOLATION THEREOF SHALL NOT DEFEAT THE LIEN OF ANY MORTGAGE OR DEED OF TRUST MADE IN GOOD FAITH AND FOR VALUE.

AFFECTS: Lots 5 thru 8 in Block A  
Lots 149 thru 168 in Block B  
Lots 177 thru 188 in Block C

THE RIGHT TO LEVY CERTAIN CHARGES OR ASSESSMENTS AGAINST SAID LAND WHICH SHALL BECOME A LIEN IF NOT PAID AS SET FORTH IN THE ABOVE DECLARATION OF RESTRICTIONS AND IS CONFERRED UPON: ANTELOPE HOMEOWNERS ASSOCIATION, INCLUDING ANY UNPAID DELINQUENT ASSESSMENT AS PROVIDED THEREIN.

(PAID CURRENT)

SAID COVENANTS, CONDITIONS AND RESTRICTIONS WERE MODIFIED BY AN INSTRUMENT RECORDED 07/09/04 IN BOOK NO. 20040709 AS DOCUMENT NO. 4842.

THE PROVISIONS OF SAID COVENANTS, CONDITIONS AND RESTRICTIONS WERE EXTENDED TO INCLUDE THE HEREIN DESCRIBED LAND BY A DECLARATION OF ANNEXATION RECORDED 04/04/05 IN BOOK NO. 20050404 AS DOCUMENT NO. 1107.

AFFECT LOTS:

ONE HUNDRED THIRTY FOUR (134) - ONE HUNDRED FORTY-EIGHT (148) IN BLOCK B

North American Title Insurance Company

**SCHEDULE B**

Customer Ref.: 0006650683

File Number: NV204-04275GRY

Policy Number: 799401

**PART II**

In addition to the matters set forth in Part I of this Schedule, the title to the estate or interest in the land described or referred to in Schedule C is subject to the following matters, if any be shown, but the Company insures that these matters are subordinate to the lien or charge of the insured mortgage upon the estate or interest:

DEED OF TRUST DATED 05/13/05 FROM HENRY E IVY AND FREDDIE S IVY, HUSBAND AND WIFE WITH RIGHTS OF SURVIVORSHIP, AS TRUSTOR TO STEWART TITLE COMPANY, AS TRUSTEE TO MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS BENEFICIARY, IN THE ORIGINAL PRINCIPAL AMOUNT OF \$53,150.00 RECORDED 05/23/05 IN BOOK 20050523 AS DOCUMENT NO. 4229 OF OFFICIAL RECORDS

**PROPERTY DESCRIPTION**

The land referred to in this Policy is 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.

**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).

CLTA Form 100 (Rev. 6-14-96)  
ALTA - Lender

***Restrictions, Encroachments & Minerals***

ENDORSEMENT

Attached to Policy No. 799401

Issued By

NORTH AMERICAN TITLE INSURANCE COMPANY

The Company hereby insures the owner of the indebtedness secured by the insured mortgage against loss or damage which the insured shall sustain by reason of:

1. The existence of any of the following:
  - (a) Covenants, conditions or restrictions under which the lien of the mortgage referred to in Schedule A can be cut off, subordinated, or otherwise impaired;
  - (b) Present violations on the land of any enforceable covenants, conditions or restrictions;
  - (c) Except as shown in Schedule B, encroachments of buildings, structures or improvements located on the land onto adjoining lands, or any encroachments onto the land of buildings, structures or improvements located on adjoining lands.
2.
  - (a) Any future violations on the land of any covenants, conditions or restrictions occurring prior to acquisition of title to the estate or interest referred to in Schedule A by the insured, provided such violations result in impairment or loss of the lien of the mortgage referred to in Schedule A, or result in impairment or loss of the title to the estate or interest referred to in Schedule A if the insured shall acquire such title in satisfaction of the indebtedness secured by the insured mortgage;
  - (b) Unmarketability of the title to the estate or interest referred to in Schedule A by reason of any violations on the land, occurring prior to acquisition of title to the estate or interest referred to in Schedule A by the insured, of any covenants, conditions or restrictions.
3. Damage to existing improvements, including lawns, shrubbery or trees
  - (a) Which are located or encroach upon that portion of the land subject to any easement shown in Schedule B, which damage results from the exercise of the right to use or maintain such easement for the purposes for which the same was granted or reserved;

- (b) Resulting from the exercise of any right to use the surface of the land for the extraction or development of the minerals excepted from the description of the land or shown as a reservation in Schedule B.
4. Any final court order or judgment requiring removal from any land adjoining the land of any encroachment shown in Schedule B.

Wherever in this endorsement any or all the words "covenants," "conditions" or "restrictions" appear, they shall not be deemed to refer to or include the terms, covenants, conditions or restrictions contained in any lease.

For purposes of this endorsement, the words "covenants," "conditions" or "restrictions" shall not be deemed to refer to or include any covenants, conditions or restrictions relating to environmental protection, except to the extent that a notice of a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy and is not excepted in Schedule B.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

Policy Date: May 23, 2005 at 02:40 PM

NORTH AMERICAN TITLE INSURANCE  
COMPANY

By Steven Marshall

North American Title Company  
Authorized Agent

Order No.: NV204-04275GRY  
Customer Ref.: 0006650683

CLTA Form 116 (Rev. 6-14-96)  
ALTA - Lender

*Designation of Improvements, Address*

ENDORSEMENT

Attached to Policy No. 799401

Issued By


NORTH AMERICAN TITLE INSURANCE COMPANY

The Company hereby insures the owner of the indebtedness secured by the insured mortgage against loss or damage which the insured shall sustain by reason of the failure of (i) a single family residence known as 7868 Marbledoe Street, Las Vegas, NV 89149, to be located on the land at Date of Policy, or (ii) the map attached to this policy to correctly show the location and dimensions of the land according to the public records.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

Policy Date: May 23, 2005 at 02:40 PM

NORTH AMERICAN TITLE INSURANCE  
COMPANY

By Steven Marshall   
North American Title Company  
Authorized Agent



Order No.: NV204-04275GRY  
Customer Ref.: 0006650683

CLTA Form 115.2 (Rev. 3-27-92)  
ALTA Endorsement Form 5 (Planned Unit Development)

*Planned Unit Development*

ENDORSEMENT

Attached to Policy No. 799401

Issued By

NORTH AMERICAN TITLE INSURANCE COMPANY

The Company insures the Insured against loss or damage sustained by reason of:

1. Present violations of any restrictive covenants referred to in Schedule B which restrict the use of the land, except violations relating to environmental protection unless a notice of a violation thereof has been recorded or filed in the public records and is not excepted in Schedule B. The restrictive covenants do not contain any provisions which will cause a forfeiture or reversion of title.
2. The priority of any lien for charges and assessments at Date of Policy in favor of any association of homeowners which are provided for in any document referred to in Schedule B over the lien of any insured mortgage identified in Schedule A.
3. The enforced removal of any existing structure on the land (other than a boundary wall or fence) because it encroaches onto adjoining land or onto any easements.
4. The failure of title by reason of a right of first refusal to purchase the land which was exercised or could have been exercised at Date of Policy.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

Policy Date: May 23, 2005 at 02:40 PM

NORTH AMERICAN TITLE INSURANCE  
COMPANY

By Steven Marshall  
North American Title Company  
Authorized Agent

Order No.: NV204-04275GRY  
Customer Ref.: 0006650683

CLTA Form 110.9 (Rev. 3-13-87)  
ALTA Endorsement Form 8.1 (3-27-87)

**Environmental Lien**

ENDORSEMENT

Attached to Policy No. 799401

Issued By

NORTH AMERICAN TITLE INSURANCE COMPANY

The insurance afforded by this endorsement is only effective if the land is used or is to be used primarily for residential purposes.

The Company insures the Insured against loss or damage sustained by reason of lack of priority of the lien of the Insured mortgage over:

- (a) any environmental protection lien which, at Date of Policy, is recorded in those records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge, or filed in the records of the clerk of the United States district court for the district in which the land is located, except as set forth in Schedule B; or
- (b) any environmental protection lien provided for by any state statute in effect at Date of Policy, except environmental protection liens provided for by the following state statutes:

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

Policy Date: May 23, 2005 at 02:40 PM

NORTH AMERICAN TITLE INSURANCE  
COMPANY

By Steven Marshall  
North American Title Company  
Authorized Agent

Order No.: NV204-04275GRY  
Customer Ref.: 0006650683

CLTA Form 111.5 (Rev. 3-13-87)  
ALTA Form 6 (Variable Rate Mortgage)

**Variable Rate**

ENDORSEMENT  
Attached to Policy No. 799401  
Issued By  
NORTH AMERICAN TITLE INSURANCE COMPANY

The Company insures the owner of the indebtedness secured by the insured mortgage against loss or damage sustained by reason of:

1. The invalidity or unenforceability of the lien of the insured mortgage resulting from the provisions therein which provide for changes in the rate of interest.
2. Loss of priority of the lien of the insured mortgage as security for the unpaid principal balance of the loan, together with interest as changed in accordance with the provisions of the insured mortgage, which loss of priority is caused by the changes in the rate of interest.

"Changes in the rate of interest", as used in this endorsement, shall mean only those changes in the rate of interest calculated pursuant to the formula provided in the insured mortgage at Date of Policy.

This endorsement does not insure against loss or damage based upon (a) usury, or (b) any consumer credit protection or truth in lending law.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto, except that the insurance afforded by this endorsement is not subject to Section 3(d) of the Exclusions From Coverage. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

Policy Date: May 23, 2005 at 02:40 PM

NORTH AMERICAN TITLE INSURANCE  
COMPANY

By Steven Marshall  
North American Title Company  
Authorized Agent

NOTES

This map is for assessment use only and does NOT represent a survey. No liability is assumed for the accuracy of the data delineated herein. Information on roads and other non-assessed parcels may be obtained from the Road Document Listing in the Assessor's Office.

This map is compiled from official records, including surveys and deeds, but only contains the information certified for assessment. See the recorded documents for more detailed legal information.

USE THIS SCALE (FEET) WHEN MEASURING FROM THIS ORIGINAL

0 50 100 200 400 600 800

MAP LEGEND

22

ASSESSOR'S PARCELS - CLARK CO., NV.

M. W. Schofield, Assessor

PARCEL BOUNDARY

ROAD BOUNDARY

ROAD EASEMENT

PAID BOUNDARY

NON-PARCEL LOT LINE

WATCH LINE / LEADER LINE

ROAD ID NUMBER

GLS

GOV. LOT NUMBER

119S R60E

18

N 2 NW 4

125-18-1

185E R60E, R61E

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## 2. CONTINUATION OF COVERAGE.

(a) **After Acquisition of Title.** The coverage of this policy shall continue in force as of Date of Policy in favor of (i) an insured who acquires all or any part of the estate or interest in the land by foreclosure, trustee's sale, conveyance in lieu of foreclosure or other legal manner which discharges the lien of the insured mortgage; (ii) a transferee of the estate or interest so acquired from an insured corporation, provided the transferee is the parent or wholly-owned subsidiary of the insured corporation, and their corporate successors by operation of law and not by purchase, subject to any rights or defenses the Company may have against any predecessor insureds; and (iii) any governmental agency or governmental instrumentality which acquires all or any part of the estate or interest pursuant to a contract of insurance or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage.

(b) **After Conveyance of Title.** The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

(c) **Amount of Insurance.** The amount of insurance after the acquisition or after the conveyance shall in neither event exceed the least of:

- (i) The amount of insurance stated in Schedule A;
- (ii) the amount of the principal of the indebtedness secured by the insured mortgage as of Date of Policy, interest thereon, expenses of foreclosure, amounts advanced pursuant to the insured mortgage to assure compliance with laws or to protect the lien of the insured mortgage prior to the time of acquisition of the estate or interest in the land and secured thereby and reasonable amounts expended to prevent deterioration of improvements, but reduced by the amount of all payments made; or
- (iii) the amount paid by any governmental agency or governmental instrumentality, if the agency or instrumentality is the insured claimant, in the acquisition of the estate or interest in satisfaction of its insurance contract or guaranty.

## 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest or the lien of the insured mortgage, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest or the lien of the insured mortgage, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

## 4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary

(a) To Pay or Tender Payment of the Amount of Insurance or to Purchase the Indebtedness.

(i) to pay or tender payment of the amount of Insurance under this policy together with any costs, attorneys' fees and expenses incurred by the Insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay; or

(ii) to purchase the indebtedness secured by the Insured mortgage for the amount owing thereon together with any costs, attorneys' fees and expenses incurred by the Insured claimant which were authorized by the Company up to the time of purchase and which the Company is obligated to pay.

If the Company offers to purchase the indebtedness as herein provided, the owner of the indebtedness shall transfer, assign, and convey the indebtedness and the insured mortgage, together with any collateral security, to the Company upon payment therefor.

Upon the exercise by the Company of either of the options provided for in paragraphs a(i) or (ii), all liability and obligations to the insured under this policy, other than to make the payment required in those paragraphs, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs b(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

## 7. DETERMINATION AND EXTENT OF LIABILITY.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the amount of insurance stated in Schedule A, or, if applicable, the amount of insurance as defined in Section 2(c) of these Conditions and Stipulations;

(ii) the amount of unpaid principal indebtedness secured by the insured mortgage as limited or provided under Section 8 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage insured against by this policy occurs, together with interest thereon; or

(iii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the insured has acquired the estate or interest in the manner described in Section 2(a) of these Conditions and Stipulations or has conveyed the title, then the liability of the Company shall continue as set forth in Section 7(a) of these Conditions and Stipulations.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

## 8. LIMITATION OF LIABILITY.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, or otherwise establishes the lien of the insured mortgage, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title or to the lien of the insured mortgage, as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

(d) The Company shall not be liable for:

(i) any indebtedness created subsequent to Date of Policy except for advances made to protect the lien of the insured mortgage and secured thereby and reasonable amounts expended to prevent deterioration of improvements; or

(ii) construction loan advances made subsequent to Date of Policy, except construction loan advances made subsequent to Date of Policy for the purpose of financing in whole or in part the construction of an improvement to the land which at Date of Policy were secured by the Insured mortgage and which the insured was and continued to be obligated to advance at and after Date of Policy.

by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to all rights and remedies of the insured claimant after the insured claimant shall have recovered its principal, interest, and costs of collection.

## (b) The Insured's Rights and Limitations.

Notwithstanding the foregoing, the owner of the indebtedness secured by the insured mortgage, provided the priority of the lien of the insured mortgage or its enforceability is not affected, may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the insured mortgage, or release any collateral security for the indebtedness.

When the permitted acts of the insured claimant occur and the insured has knowledge of any claim of title or interest adverse to the title to the estate or interest or the priority or enforceability of the lien of the insured mortgage, as insured, the Company shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

## (c) The Company's Rights Against Non-Insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guarantees, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

The Company's right of subrogation shall not be avoided by acquisition of the insured mortgage by an obligor (except an obligor described in Section 1(a)(ii) of these Conditions and Stipulations) who acquires the insured mortgage as a result of an indemnity, guarantee, other policy of insurance, or bond and the obligor will not be an insured under this policy, notwithstanding Section 1(a)(i) of these Conditions and Stipulations.

## 13. ARBITRATION.

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The laws of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

## 14. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the lien of the insured mortgage or of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

## 15. SEVERABILITY.

In the event any provision of this policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

## 16. NOTICES, WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and be addressed to it at its main office at 2185 N. California Blvd., Suite 575, Walnut Creek, California 94596.

USB000438

JA00981

# POLICY OF TITLE INSURANCE



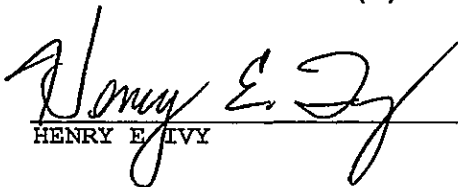
**Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales 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.

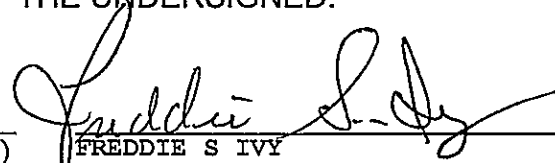
To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements 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)



610 022353767 N 001 006

[Sign Original Only]

PAY TO THE ORDER OF  
GREENPOINT MORTGAGE FUNDING, INC  
WITHOUT RECOURSE  
UNIVERSAL AMERICAN MORTGAGE COMPANY, LLC

PETER GOTTLIEB ASSISTANT SECRETARY

WITHOUT RECOURSE  
PAY TO THE ORDER OF:

GreenPoint Mortgage Funding, Inc.

*TKM*

Thomas K. Mitchell  
Vice President

Wachovia Bank, National Association, as Trustee  
for the registered holders of the Merrill Lynch  
Mortgage Investors, Inc., Mortgage Pass-Through  
Certificates, Series 2005-A8

USB000441

JA00984



I, DAVID ALESSI, do swear and affirm the following:

1. I am the holder and custodian of records for Alessi & Koenig, LLC and HOA Lawyers Group, and as such have access to the records and data maintained by these entities in the regular course of business.
2. Alessi & Koenig, LLC was licensed in the State of Nevada at the time the business records in this affidavit were created. Alessi & Koenig, LLC filed dissolution paperwork with the State of Nevada on or about September 28, 2016.
3. HOA Lawyers Group, LLC filed Articles of Organization with the State of Nevada on April 22, 2016.
4. I hereby certify that it was and is a regular practice of Alessi & Koenig, LLC and HOA Lawyers Group to make and keep records of the acts, events, conditions, and opinions of these entities in the ordinary course of its business, hereafter referred to as "collection files."
5. Alessi & Koenig, LLC has received a subpoena or other request calling for the production of the collection file.
6. I have examined the original collection file and have made or caused to be made a true and exact copy of them, and have placed or caused them to be in a "dropbox," consistent with the procedures established in Case No. BK-S-16-16593-ABL. I hereby certify that the documents in the "dropbox" are being provided in accordance with applicable law and discovery rules, are true and correct copies and uploads of all of the records in my files that pertain to the Case (except as set forth in a Privilege Log, if applicable) that are in my possession and control as a holder and custodian of such records. The documents in the "dropbox" have not been tampered with, destroyed, or otherwise altered by me or any person or party associated with me.
7. I further certify that the original collection file, from which the documents in the "dropbox" were uploaded as of the date the "dropbox" was created, were made by the

1 personnel of the above described entities at or near the time of the transactions, by or  
2 from information transmitted by, a person of knowledge of those matters.

3 8. I hereby declare under the penalty of perjury under the laws of the State of Nevada that  
4 the foregoing is true and correct.

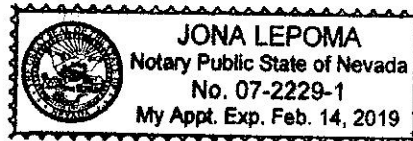
5 DATED this 7<sup>th</sup> day of September, 2017.

6  
7 By: [Signature]  
8 DAVID ALESSI, ESQ.

9  
10 STATE of NEVADA }  
11 } ss.  
12 COUNTY of CLARK }

13 SUBSCRIBED and SWORN to before me  
14 By: DAVID ALESSI, ESQ. this  
15 7<sup>th</sup> day of September, 2017

16 [Signature]  
17 NOTARY PUBLIC in and for said County and State  
18 My Commission Expires: 2/14/19





## M.W. Schofield, Assessor

### REAL PROPERTY PARCEL RECORD



[Click Here for a Print Friendly Version](#)



GENERAL INFORMATION	
<b>PARCEL NO.</b>	125-18-112-069
<b>OWNER AND MAILING ADDRESS</b>	IVY HENRY E & FREDDIE S 7868 MARBLEDOE LAS VEGAS NV 89149-3740
<b>LOCATION ADDRESS CITY/UNINCORPORATED TOWN</b>	7868 MARBLEDOE ST LAS VEGAS
<b>ASSESSOR DESCRIPTION</b>	ANTELOPE-UNIT 1 <a href="#">PLAT BOOK 115 PAGE 89</a> LOT 139 BLOCK B  SEC 18 TWP 19 RNG 60
<b>RECORDED DOCUMENT NO.</b>	* <a href="#">20061003:04304</a>
<b>RECORDED DATE</b>	10/03/2006
<b>VESTING</b>	COMMUNITY PROPERTY WITH RIGHTS OF SURVIVORSHIP

\*Note: Only documents from September 15, 1999 through present are available for viewing.

ASSESSMENT INFORMATION AND SUPPLEMENTAL VALUE	
<b>TAX DISTRICT</b>	200
<b>APPRAISAL YEAR</b>	2009
<b>FISCAL YEAR</b>	09-10
<b>SUPPLEMENTAL IMPROVEMENT VALUE</b>	0
<b>SUPPLEMENTAL IMPROVEMENT ACCOUNT NUMBER</b>	N/A

REAL PROPERTY ASSESSED VALUE		
<b>FISCAL YEAR</b>	2008-09	2009-10
<b>LAND</b>	26754	7000
<b>IMPROVEMENTS</b>	50717	50581
<b>PERSONAL PROPERTY</b>	0	0
<b>EXEMPT</b>	0	0

USB000444


JA00987

<b>GROSS ASSESSED (SUBTOTAL)</b>	77471	57581
<b>TAXABLE LAND+IMP (SUBTOTAL)</b>	221346	164517
<b>COMMON ELEMENT ALLOCATION</b>	0	118
<b>TOTAL ASSESSED VALUE</b>	77471	57699
<b>TOTAL TAXABLE VALUE</b>	221346	164854

[Click here for Treasurer Information regarding real property taxes.](#)

<b>ESTIMATED LOT SIZE AND APPRAISAL INFORMATION</b>	
<b>ESTIMATED SIZE</b>	0.05 Acres
<b>ORIGINAL CONST. YEAR</b>	2005
<b>LAST SALE PRICE MONTH/YEAR</b>	265999 05/05
<b>LAND USE</b>	1-10 RESIDENTIAL SINGLE FAMILY
<b>DWELLING UNITS</b>	1

<b>PRIMARY RESIDENTIAL STRUCTURE</b>					
<b>TOTAL LIVING SQ. FT.</b>	1561	<b>CARPORT SQ. FT.</b>	0	<b>ADDN/CONV</b>	NONE
<b>1ST FLOOR SQ. FT.</b>	697	<b>STORIES</b>	TWO STORY	<b>POOL</b>	NO
<b>2ND FLOOR SQ. FT.</b>	864	<b>BEDROOMS</b>	2	<b>SPA</b>	NO
<b>BASEMENT SQ. FT.</b>	0	<b>BATHROOMS</b>	2 FULL 1 HALF	<b>TYPE OF CONSTRUCTION</b>	FRAME STUCCO
<b>GARAGE SQ. FT.</b>	370	<b>FIREPLACE</b>	0	<b>ROOF TYPE</b>	CONCRETE TILE

<b>ASSESSORMAP VIEWING GUIDELINES</b>	
<b>MAP</b>	<a href="#">125181</a>
<p>In order to view the Assessor map you must have Adobe Reader installed on your computer system.</p> <p>If you do not have the Reader it can be downloaded from the Adobe site by clicking the following button. Once you have downloaded and installed the Reader from the Adobe site, it is not necessary to perform the download a second time to access the maps.</p> 	

NOTE: THIS RECORD IS FOR ASSESSMENT USE ONLY. NO LIABILITY IS ASSUMED AS TO THE ACCURACY OF THE DATA DELINEATED HEREON.



Government Center, 500 South Grand Central Parkway, Las Vegas, Nevada 89155-1401

USB000445

JA00988

**702-455-3882 (INFORMATION)**

A rectangular button with a textured, reddish-brown background. The text "Return to Home" is centered on the button in a bold, sans-serif font.

**Return to Home**

**USB000446**

JA00989

# U.S. Party/Case Index

## Bankruptcy Name Search Results

0 Total Party matches for selection IVY, HENRY for NEVADA

Search Complete

Tue Oct 27 16:11:09 2009

No Matches Found

 [Download](#) (1 pages \$ 0.00)

PACER Service Center			
Transaction Receipt			
10/27/2009 16:11:09			
PACER Login:	rk0456	Client Code:	
Description:	Bankruptcy srch pg 1	Search Criteria:	IVY, HENRY
Billable Pages:	1	Cost:	0.08

### [U.S. Party/Case Index - Home](#)

**Search:** [All Court Types](#) | [Appellate](#) | [Bankruptcy](#) | [Civil](#) | [Criminal](#)

**Reports:** [Court Code List](#) | [Date Range](#) | [Courts not on Index](#) | [Statistical Reports](#)

**User Options:** [Change Client Code](#) | [New Login](#) | [Billing History](#) | [PSC Home Page](#) | [E-Mail PSC](#) | [Logout](#)

 [Help](#)

USB000447

JA00990

10/27/2009

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

**USB000448**

JA00991

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



9500 W. Flamingo Road, Suite 100  
Las Vegas, Nevada 89147  
Telephone: 702-222-4033  
Facsimile: 702-222-4043  
[www.alessikoenig.com](http://www.alessikoenig.com)

ADDITIONAL OFFICES

AGOURA HILLS CA  
PHONE: 818-735-9600

RENO NV  
PHONE: 775-626-2323

DIAMOND BAR CA  
PHONE: 909-843-6590

Nevada Licensed Qualified Collection Manager  
AMANDA LOWER

October 27, 2009

***LIEN LETTER***  
**VIA REGULAR AND CERTIFIED MAIL**

Henry & Freddie Ivy  
7868 Marbledoe Ct.  
Las Vegas, NV 89149

**Re: Antelope Homeowners Association/7868 Marbledoe Ct./HO #18842**

Dear Henry & Freddie Ivy:

Please find the enclosed Notice of Delinquent Assessment (Lien), signed and dated on behalf of **Antelope Homeowners Association** on **October 27, 2009**. The total amount due by **December 1, 2009** is **\$731.36**. Please note that the total amount due may differ from the amount shown on the enclosed lien. Please submit payment to our **Nevada** mailing address listed below by **December 1, 2009**. Payment must be in the form of a cashier's check or money order and made payable to **Alessi & Koenig**.

Unless you, within thirty days after receipt of this notice, dispute the validity of this debt, or any portion thereof, our office will assume the debt is valid. If you notify our office in writing within the thirty-day period that the debt, or any portion thereof, is disputed, we will obtain verification of the debt and a copy of such verification will be mailed to you. Upon receipt of your written request within the thirty-day period, we will provide you with the name and address of the original creditor, if different from the current creditor. Please be advised that you have the right to inspect the association records.

In the event Alessi & Koenig, LLC does not receive payment of your unpaid assessments, fees and costs of **\$731.36** by **December 1, 2009**, a Notice of Default will be recorded in the office of the County Recorder; resulting in additional fees and costs. Should you fail to reinstate your account, you could lose ownership of your property.

Sincerely,

ALESSI & KOENIG, LLC  
Thessa Elpidio, Legal Assistant

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.

**USB000449**

JA00992



## Dene Donaldson

---

**From:** certifiedpro@walzgroup.com  
**Sent:** Tuesday, October 27, 2009 2:14 PM  
**To:** Amanda Lower; Dene Donaldson; certifiedpro@walzgroup.com; cmitchell@walzgroup.com; lportillo@walzgroup.com; prothacker@walzgroup.com; jsherwood@walzgroup.com; MJohnson@walzgroup.com; BCarr@walzgroup.com; MTavorath@walzgroup.com; SBholat@walzgroup.com; CDavis@walzgroup.com; DBruce@walzgroup.com; JHouts@walzgroup.com  
**Subject:** Alessi & Koenig, LLC (96): Import Batch #886160 Complete

File: 18842\_NOA.xml

### RECORD SUMMARY

2 Record(s) Accepted.  
0 Record(s) Rejected. (If any, explanation is attached)

### LETTER SUMMARY

Certified Letters = 1 (Return Receipt = 0)

First Class Letters = 1  
Certificate of Mailing = 0  
Electronic Return Receipt = 1

### CASSING SUMMARY

1 Address(es) Successfully CASSed.  
0 Address(es) Unsuccessfully CASSed.

### FAST FORWARDING SUMMARY

(NOTE: Only Successfully CASSed Addresses can be Fast Forwarded)

1 Address(es) queried for Fast Forwarding Address.  
0 Address(es) had Fast Forwarding Address.

Server: SAN-DB-01 Database: CertifiedPro Application: SAN-APP-05

THIS IS AN AUTOMATED ACKNOWLEDGEMENT FROM THE WALZ CERTIFIEDPRO SYSTEM. PLEASE DO NOT REPLY TO THIS E-MAIL.

No virus found in this incoming message.

Checked by AVG - [www.avg.com](http://www.avg.com)

Version: 8.5.423 / Virus Database: 270.14.34/2462 - Release Date: 10/27/09 07:38:00

Alessi & Koenig, LLC  
PO Box 9075  
Temecula, CA 92589-9075

PS Form 3877  
Type of Mailing: CERTIFIED  
10/29/2009 3:25:18PM



Line	Article Number	Name, Street & P.O. Address	Postage	Fee	R.R.E Fee	Rest. Del.Fee	Reference
1	7113 8257 1473 7181 4349	Jeff Goodwin 7869 WILDEBEEST CT LAS VEGAS, NV 89149-3751	\$0.440	\$2.80	\$1.10	\$0.00	18834
2	7113 8257 1473 7181 4356	Bank US National Assn Trs 400 COUNTRYWIDE WAY # SV-35 SIMI VALLEY, CA 93065-6298	\$0.440	\$2.80	\$1.10	\$0.00	17175
3	7113 8257 1473 7181 4363	Bank New York Mellon Trs 400 COUNTRYWIDE WAY # SV-35 SIMI VALLEY, CA 93065-6298	\$0.440	\$2.80	\$1.10	\$0.00	17488
4	7113 8257 1473 7181 4370	John Camenzino 4103 VILLA RAFAEL DR DR LAS VEGAS, NV 89141-6075	\$0.440	\$2.80	\$1.10	\$0.00	18021
5	7113 8257 1473 7181 4387	FEDERAL NATIONAL MORTGAGE ASSN. 400 COUNTRYWIDE WAY # SV-35 SIMI VALLEY, CA 93065-6298	\$0.440	\$2.80	\$1.10	\$0.00	15595
6	7113 8257 1473 7181 4394	Jacquelyn & Charles Springs 4528 CLARK FORK PL COLORADO SPRINGS, CO 80923-7330	\$0.440	\$2.80	\$1.10	\$0.00	18838
7	7113 8257 1473 7181 4400	Bank New York Mellon Trs 400 COUNTRYWIDE WAY # SV-35 SIMI VALLEY, CA 93065-6298	\$0.440	\$2.80	\$1.10	\$0.00	17310
8	7113 8257 1473 7181 4417	Michael Chasteen 1579 BENEDICT CANYON DR BEVERLY HILLS, CA 90210-2023	\$0.440	\$2.80	\$1.10	\$0.00	17730
9	7113 8257 1473 7181 4424	Richard Ribas 4020 COCOPAH CT RENO, NV 89511-4301	\$0.440	\$2.80	\$1.10	\$0.00	18305
10	7113 8257 1473 7181 4431	Andrew Lee 145 Flying Mist Lee Foster City, CA 94404	\$0.440	\$2.80	\$1.10	\$0.00	18839
11	7113 8257 1473 7181 4448	Joseph & Bertha Hemerka 1275 TULE DR RENO, NV 89521-5803	\$0.440	\$2.80	\$1.10	\$0.00	17576
12	7113 8257 1473 7181 4455	Bryan Schmidt 7873 MARBLEDOE ST LAS VEGAS, NV 89149-3740	\$0.440	\$2.80	\$1.10	\$0.00	18841
13	7113 8257 1473 7181 4462	Henry & Freddie Ivy 7868 MARBLEDOE ST LAS VEGAS, NV 89149-3740	\$0.440	\$2.80	\$1.10	\$0.00	18842
14	7113 8257 1473 7181 4479	Federal National Mortgage Assn. 400 COUNTRYWIDE WAY # SV-35 SIMI VALLEY, CA 93065-6298	\$0.440	\$2.80	\$1.10	\$0.00	18843
15	7113 8257 1473 7181 4486	Juan & Natasha Deovando 117 BREEZY SHORE AVE NORTH LAS VEGAS, NV 89031-7988	\$0.440	\$2.80	\$1.10	\$0.00	18845
16	7113 8257 1473 7181 4493	Karen Ellis 6336 QUEBEC DR LOS ANGELES, CA 90068-2832	\$0.440	\$2.80	\$1.10	\$0.00	18808
17	7113 8257 1473 7181 4509	Cyril Valdez 9489 NEW UTRECHT ST LAS VEGAS, NV 89178-8601	\$0.440	\$2.80	\$1.10	\$0.00	18817
18	7113 8257 1473 7181 4516	Robert & Tara Jorgensen 5820 Cour St. Michelle Reno, NV 89511	\$0.440	\$2.80	\$1.10	\$0.00	15926
19	7113 8257 1473 7181 4523	Shelly Silva 5406 GOLDENSEAL CT NORTH LAS VEGAS, NV 89031-0499	\$0.440	\$2.80	\$1.10	\$0.00	18846
20	7113 8257 1473 7181 4530	Terique Vinson 5428 LILLY ROSE CT NORTH LAS VEGAS, NV 89031-0471	\$0.440	\$2.80	\$1.10	\$0.00	18847

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 **\$1,571.36** as of **December 22, 2009** 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: **December 22, 2009**

---

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

**MAILING LABEL: DECEMBER 28, 2009**

**ALESSI & KOENIG, LLC  
9500 W. FLAMINGO ROAD STE. 100  
LAS VEGAS, NV 89147  
ATTN: AMANDA LOWER**

REFERENCE: **18842**  
ORDER NUMBER: **4344495**

PROPERTY ADDRESS:

**7868 MARBLEDOE ST, LAS VEGAS, NEVADA 89149-3740**

ENCLOSED IS A **RECORD PROPERTY INFORMATION REPORT - GENERAL MATTERS** ON THE ABOVE REFERENCED ORDER. AS A COURTESY TO OUR CUSTOMERS, AN ADDITIONAL COPY OF THE LEGAL DESCRIPTION IS ATTACHED.

ALL INQUIRIES AND CORRESPONDENCE REGARDING THE ABOVE SHOULD BE DIRECTED TO THE TITLE OFFICER WHOSE NAME AND PHONE NUMBER APPEAR BELOW.

***First American Title Insurance Company  
National Default Title Services***

FORECLOSURE DEPARTMENT - NV, 2250 CORPORATE CIRCLE, SUITE 350

ASSISTANT SECRETARY / TITLE OFFICER  
PH: 702-222-4273  
FX: 866-515-8363

**USB000453**

JA00996

**ORDER NO: 4344495**  
**REFERENCE NO: 18842**  
**FILE NO: CLARK**  
**TITLE OFFICER: AUGIE JIMENEZ**

**MAILING LABEL: DECEMBER 28, 2009**

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

REFERENCE: **18842**  
ORDER NUMBER: **4344495**

PROPERTY ADDRESS:

**7868 MARBLEDOE ST, LAS VEGAS, NEVADA 89149-3740**

ENCLOSED IS A **RECORD PROPERTY INFORMATION REPORT - GENERAL MATTERS** ON THE ABOVE REFERENCED ORDER. AS A COURTESY TO OUR CUSTOMERS, AN ADDITIONAL COPY OF THE LEGAL DESCRIPTION IS ATTACHED.

ALL INQUIRIES AND CORRESPONDENCE REGARDING THE ABOVE SHOULD BE DIRECTED TO THE TITLE OFFICER WHOSE NAME AND PHONE NUMBER APPEAR BELOW.

***First American Title Insurance Company***  
***Lenders Advantage***

FORECLOSURE DEPARTMENT - NV, 2250 CORPORATE CIRCLE, SUITE 350

AUGIE JIMENEZ  
ASSISTANT SECRETARY / TITLE OFFICER  
PH: 702-222-4273  
FX: 866-515-8363

ORDER NO: 4344495  
REFERENCE NO: 18842  
FILE NO: CLARK  
TITLE OFFICER: AUGIE JIMENEZ

***First American Title Insurance Company***  
FORECLOSURE DEPARTMENT - NV, 2250 CORPORATE CIRCLE, SUITE 350  
HENDERSON, NV 89074

**RECORD PROPERTY INFORMATION REPORT**

ALESSI & KOENIG, LLC  
9500 W. FLAMINGO ROAD STE. 100  
LAS VEGAS, NV 89147  
ATTN: AMANDA LOWER

AS OF THE DATE HEREOF: **DECEMBER 09, 2009 AT 7:30 AM**

Order# **4344495**

- A. THE LAST RECORDED DOCUMENT PURPORTING TO TRANSFER TITLE TO THE LAND DESCRIBED HEREIN SHOWS THE FOLLOWING:

**PURPORTED OWNER: HENRY E IVY AND FREDDIE S IVY, HUSBAND AND WIFE AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP**

PROPERTY ADDRESS: **7868 MARBLEDOE ST, LAS VEGAS, NEVADA 89149-3740**

- B. ACCORDING TO THE LATEST EQUALIZED ASSESSMENT ROLL THE FOLLOWING AD VALOREM TAX INFORMATION IS SHOWN:

ASSESSED VALUATION OF THE LAND:	<b>\$15,750.00</b>
ASSESSED VALUATION OF THE IMPROVEMENTS:	<b>\$50,581.00</b>
EXEMPTIONS:	<b>\$ .00</b>

- C. ACCORDING TO THE CURRENT YEAR TAX FIGURES PROVIDED BY THE TAXING AUTHORITY THE FOLLOWING TAX INSTALLMENT AMOUNTS AND STATUS IS SHOWN:

1. THOSE TAXES FOR THE FISCAL YEAR **JULY 1, 2009**, THROUGH **JUNE 30, 2010**, INCLUDING ANY SECURED PERSONAL PROPERTY TAXES COLLECTED BY THE COUNTY TREASURER.

TAX DISTRICT:	<b>200.</b>
PARCEL NO.:	<b>125-18-112-069.</b>
1ST INSTALLMENT DUE AUGUST 17, 2009:	<b>\$472.54, PAID.</b>
2ND INSTALLMENT DUE OCTOBER 05, 2009:	<b>\$472.56, PAID.</b>
3RD INSTALLMENT DUE JANUARY 04, 2010:	<b>\$472.56, OPEN.</b>
4TH INSTALLMENT DUE MARCH 01, 2010:	<b>\$472.56, OPEN.</b>

EACH INSTALLMENT WILL BECOME DELINQUENT TEN (10) DAYS AFTER THE DUE DATE.

**\*\*NOTE:** THE TAX INFORMATION SET FORTH ABOVE REFLECTS CURRENT YEAR GENERAL TAX INFORMATION ONLY. THE RECORD PROPERTY INFORMATION REPORT DOES NOT PROVIDE INFORMATION RELATING TO SUPPLEMENTAL TAX BILLS AND/OR PRIOR YEARS(S) DEFAULTED TAXES.

**ORDER NO: 4344495**  
**REFERENCE NO: 18842**  
**FILE NO: CLARK**  
**TITLE OFFICER: AUGIE JIMENEZ**

**D. OFFICIAL RECORDS OF THE COUNTY WHERE THE LAND IS LOCATED SHOWS THE FOLLOWING DEED(S) OF TRUST AFFECTING THE LAND:**

1. A DEED OF TRUST TO SECURE AN ORIGINAL INDEBTEDNESS OF **\$212,750.00**, AND ANY AMOUNTS OR OBLIGATIONS SECURED THEREBY, RECORDED **MAY 23, 2005** IN BOOK **20050523** AS INSTRUMENT NO. **0004228** AND RE-RECORDED **OCTOBER 20, 2005** IN BOOK **20051020** AS INSTRUMENT NO. **0003872**, BOTH OF OFFICIAL RECORDS.

DATED: **MAY 13, 2005.**

TRUSTOR: **HENRY E IVY AND FREDDIE S IVY, HUSBAND AND WIFE WITH RIGHTS OF SURVIVORSHIP.**

TRUSTEE: **STEWART TITLE COMPANY.**

BENEFICIARY: **UNIVERSAL AMERICAN MORTGAGE COMPANY, LLC, A LIMITED LIABILITY COMPANY.**

NOTE 1: NOTICE OF DEFAULT RECORDED **AUGUST 26, 2009** IN BOOK **20090826** AS INSTRUMENT NO. **0000352** OF OFFICIAL RECORDS.

2. A DEED OF TRUST TO SECURE AN ORIGINAL INDEBTEDNESS OF **\$53,150.00**, AND ANY OTHER AMOUNTS OR OBLIGATIONS SECURED THEREBY, RECORDED **MAY 23, 2005** IN BOOK **20050523** AS INSTRUMENT NO. **0004229** OF OFFICIAL RECORDS.

DATED: **MAY 13, 2005.**

TRUSTOR: **HENRY E IVY AND FREDDIE S IVY, HUSBAND AND WIFE WITH RIGHTS OF SURVIVORSHIP.**

TRUSTEE: **STEWART TITLE COMPANY.**

BENEFICIARY: **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS NOMINEE FOR**

LENDER: **UNIVERSAL AMERICAN MORTGAGE COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY.**

3. A CLAIM OF LIEN RECORDED **OCTOBER 23, 2009** IN BOOK **20091023**, AS INSTRUMENT NO. **0000229**, OF OFFICIAL RECORDS.

LIEN CLAIMANT: **REPUBLIC SERVICES OF SOUTHERN NEVADA.**

**PO BOX 98508.**

**LAS VEGAS, NV 89193-8508.**

PHONE: **702-735-5151.**

AMOUNT: **\$91.70.**

4. A NOTICE OF HOMEOWNERS ASSOCIATION ASSESSMENT LIEN RECORDED **NOVEMBER 12, 2009** IN BOOK **20091112** AS INSTRUMENT NO. **0004474** OF OFFICIAL RECORDS.

ASSOCIATION: **ANTELOPE HOMEOWNERS ASSOCIATION HOA.**

AMOUNT: **\$692.36**, AND ANY OTHER AMOUNTS DUE THEREUNDER.

**E. OFFICIAL RECORDS OF THE COUNTY SHOWS THE GENERAL INDEX MATTERS AGAINST THE PURPORTED OWNERS AS FOLLOWS:**

**NONE**

**LIMITATION OF LIABILITY**

**ORDER NO: 4344495**  
**REFERENCE NO: 18842**  
**FILE NO: CLARK**  
**TITLE OFFICER: AUGIE JIMENEZ**

RECIPIENT RECOGNIZES THAT IT IS DIFFICULT TO DETERMINE THE EXTENT OF DAMAGES WHICH COULD ARISE FROM ANY ERROR OR OMISSION IN THIS REPORT. RECIPIENT RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL DAMAGES OR LIABILITIES ARISING FROM ANY SUCH ERROR OR OMISSION. AS A PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, THE RECIPIENT AGREES THAT THE COMPANY'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE ARISING BY REASON OF ANY ERROR OR OMISSION CONTAINED HEREIN SHALL BE LIMITED BY THIS PARAGRAPH. IN NO EVENT SHALL SUCH LIABILITY EXCEED THE FEE AMOUNT CHARGED FOR THIS REPORT.

F. THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE **STATE OF NEVADA, COUNTY OF CLARK** , AND 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.

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).

125-18-112-069

\* \* \* \* \*



**ORDER NO: 4344495**  
**REFERENCE NO: 18842**  
**FILE NO: CLARK**  
**TITLE OFFICER: AUGIE JIMENEZ**

**EXHIBIT "A"**

THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE **STATE OF NEVADA, COUNTY OF CLARK** ,  
AND 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.

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).

125-18-112-069

\* \* \* \* \*

20051228-0004195

Fee: \$29.00  
N/C Fee: \$0.00

12/28/2005 14:15:16  
T20050234198

Requestor:  
COMMERCE TITLE

Frances Deane DOM  
Clark County Recorder Pas: 13

124-25-816-671  
Assessor's Parcel Number:

Return To:  
CTX MORTGAGE COMPANY, LLC  
P.O. Box 199113, FINAL DOCS  
Dallas, TX 75219

Prepared By:  
NYCHOLE JACOBS  
3100 MCKINNON, CORP. CLOSING 2nd FLOOR  
CTX MORTGAGE COMPANY, LLC  
Recording Requested By:  
CTX MORTGAGE COMPANY, LLC  
P.O. Box 199113  
Dallas, TX 75219

508986  
134306119

20  
**DEED OF TRUST**

MIN 100015901343061198

THIS DEED OF TRUST is made this 27th day of DECEMBER 2005,  
among the Grantor,  
JULIE IUDICIANI AN UNMARRIED WOMAN

(herein "Borrower"),

**TIMOTHY M. BARTOSH**

(herein "Trustee"), and the Beneficiary,  
Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns). MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel.

**NEVADA-SECOND MORTGAGE-1/80-FNMA/FHLMC UNIFORM INSTRUMENT WITH MERS**

Form 3829 Amended 2/04  
CTX076N(NV) (0507)  
Page 1 of 8  
VMP Mortgage Solutions, Inc.  
(800)521-7291

P + 1 3 4 3 0 6 1 1 9 + C F 0 0 1 + 0 1 + 0 8 + 1 2 2 7 0 5 1 5 5 1

USB000459

JA01002

134306119

(888) 679-MERS.

**CTX MORTGAGE COMPANY, LLC**

existing under the laws of **THE STATE OF DELAWARE**

**2828 NORTH HARWOOD**

**DALLAS, TX 75201-1516**

, ("Lender") is organized and

, and has an address of

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of **CLARK**, State of Nevada:

**Lot 666, of ROSE LAKE UNIT 1F, as shown by Map thereof on file in Book 120 of Plats, Page 11, in the Office of the County Recorder of Clark County, Nevada.**

which has the address of **3029 MADAME PLANTIER AVENUE**

[Street]

**NORTH LAS VEGAS**

[City]

, Nevada **89081**

[ZIP Code]

(herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), all of which shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are hereinafter referred to as the "Property". Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Deed of Trust; but, if necessary to comply with law or custom, MERS, (as nominee for Lender and Lender's successors and assigns), has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Deed of Trust.

TO SECURE to Lender the repayment of the indebtedness evidenced by Borrower's note dated **12/27/2005** and extensions and renewals thereof (herein "Note"), in the principal sum of U.S. \$ **96,550.00**, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on **1/01/2021**; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained.

**CTX076N(NV) (0507)**

Page 2 of 8

**Form 3829**



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**USB000460**

JA01003

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

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

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

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

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

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

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

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

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

**5. Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.



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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

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

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

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

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

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

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

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

**11. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Deed of Trust, but does not execute the Note, (a) is co-signing this Deed of Trust only to grant and convey that Borrower's interest in the Property to Trustee under the terms of this Deed of Trust, (b) is not personally liable on the Note or under this Deed of Trust, and (c) agrees that Lender and any other Borrower hereunder may agree



to extend, modify, forbear, or make any other accommodations with regard to the terms of this Deed of Trust or the Note, without that Borrower's consent and without releasing that Borrower or modifying this Deed of Trust as to that Borrower's interest in the Property.

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

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

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

**15. Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

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

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

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

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

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which the Property or some part thereof is located. Lender shall mail copies of such notice in the manner prescribed by applicable law



to Borrower and to the other 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 lapse of such time as may be required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or Lender's designee may purchase the Property at any sale.

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

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

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

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

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

**21. Substitute Trustee.** Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

**22. Waiver of Homestead.** Except to the extent prohibited by law, borrower waives all right of homestead exemption in the Property.

**23. Assumption Fee.** Lender may charge an assumption fee of U.S. \$ 500.00 .



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

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

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

*Julie Iudiciani* (Seal) \_\_\_\_\_ (Seal)  
**JULIE IUDICIANI** -Borrower -Borrower

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
 -Borrower -Borrower

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
 -Borrower -Borrower

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
 -Borrower -Borrower

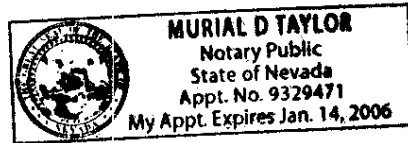




134306119

STATE OF NEVADA  
COUNTY OF *Clark*

This instrument was acknowledged before me on *December 27, 2005* by  
*Julie Iudiciani*



*Murial D Taylor*  
*Murial D Taylor*

Mail Tax Statements To: **JULIE IUDICIANI**  
**3029 MADAME PLANTIER AVENUE**  
**NORTH LAS VEGAS, NV 89081**

CTX076N(NV) (0507)

Page 8 of 8

Form 3829



USB000466

JA01009

134306119

## PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this **27th** day of **DECEMBER, 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

**CTX MORTGAGE COMPANY, LLC**

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

**3029 MADAME PLANTIER AVENUE  
NORTH LAS VEGAS, NV 89081**

[Property Address]

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

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

**ROSE LAKE**

[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.

**MULTISTATE PUD RIDER- Single Family/Second Mortgage**

3/99

Page 1 of 3

**CTX207R (0411)**

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



P + 1 3 4 3 0 6 1 1 9 + 2 2 7 0 8 + 0 1 + 0 3 + 1 2 2 7 0 5 1 5 1

**USB000467**

JA01010

134306119

**B. Hazard Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (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 Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

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 hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, 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 Uniform Covenant 9.


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

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



134306119

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

 (Seal) \_\_\_\_\_ (Seal)  
JULIE IUDICIANI -Borrower -Borrower

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

CTX207R (0411)

Page 3 of 3

3/99



USB000469

JA01012

**BALLOON RIDER  
SECOND MORTGAGE**

134306119

This Balloon Rider is made this 27 day of DECEMBER, 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 (the "Note") to

**CTX MORTGAGE COMPANY, LLC**  
(the "Lender"), of the same date and covering the property described in the Security Instrument and located at  
**3029 MADAME PLANTIER AVENUE**  
**NORTH LAS VEGAS, NEVADA 89081**  
(the "Property").

**Additional Covenants.** Notwithstanding anything to the contrary set forth in the Note or Security  
Instrument, Borrower and Lender further covenant and agree as follows:

**THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE  
PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. LENDER IS  
UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL,  
THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY  
OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE  
THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN  
AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS  
NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM  
THE SAME LENDER.**

CTX396R1 (020105)

Page 1 of 2



USB000470

JA01013

134306119

By signing below, Borrower accepts and agrees to the terms and covenants contained in this Balloon Rider.

Borrower(s):

Julie Iudiciani  
JULIE IUDICIANI (Seal)

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Seal)

\_\_\_\_\_

\_\_\_\_\_

CTX396R2 (020105)

Page 2 of 2



USB000471

JA01014

## Resident Transaction Detail

Active Flag Yes

Void Flag No

### ANTELOPE

Account #: 58066 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

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### 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
Assessment	7/1/2010	42.90	788.19	Assessment

**Count:** 1

**Total Units:** 294

## Resident Transaction Detail

Active Flag Yes

Void Flag No

### ANTELOPE

Account #: 111931 Property Address: 7868 MARBLEDOE ST

Code	Date	Amount	Balance	Check#	Memo
Admin Ltr	6/9/2009	15.00	15.00		Certified Letter
FIN	7/6/2009	100.00	115.00		06/22/09: Lighting
Admin Ltr	7/7/2009	15.00	130.00		Certified Letter
Admin Ltr	9/23/2009	15.00	145.00		Certified Letter
Admin Ltr	9/23/2009	15.00	160.00		Certified Letter
Admin Ltr	10/13/2009	15.00	175.00		Certified Letter
Admin Ltr	10/13/2009	15.00	190.00		Certified Letter
FIN	10/12/2009	100.00	290.00		09/01/09: Landscape Maintenance
FIN	11/12/2009	100.00	390.00		09/01/2009: Landscape Maintenance
FIN	11/12/2009	100.00	490.00		09/01/2009: Landscape Maintenance
FIN	12/2/2009	100.00	590.00		09/01/2009: Landscape Maintenance
FIN	12/2/2009	100.00	690.00		09/01/2009: Landscape Maintenance
INTENT	1/15/2010	50.00	740.00		1st Notice
INTENT	2/18/2010	100.00	840.00		Intent to Lien
Fine	4/2/2010	100.00	940.00		09/01/09: Landscape Maintenance
Fine	4/2/2010	100.00	1,040.00		09/01/09: Landscape Maintenance
Fine	4/22/2010	100.00	1,140.00		09/01/09: Landscape Maintenance
Admin Ltr	5/28/2010	15.00	1,155.00		Certified Letter
Admin Ltr	5/28/2010	15.00	1,170.00		Certified Letter
Admin Ltr	5/28/2010	15.00	1,185.00		Certified Letter
Admin Ltr	5/28/2010	15.00	1,200.00		Certified Letter

Count: 1

Total Units: 294

**DISCHARGED-Auto, CLOSED**

**U.S. Bankruptcy Court [LIVE-CM 3.3.3]  
 Eastern District of California (Sacramento)  
 Bankruptcy Petition #: 09-48394**

*Assigned to:* Hon. Christopher M. Klein  
 Chapter 7  
 Voluntary  
 No asset

*Date filed:* 12/29/2009  
*Date terminated:* 05/07/2010  
*Debtor discharged:* 05/03/2010  
*Joint debtor discharged:* 05/03/2010

*Debtor disposition:* Standard Discharge  
*Joint debtor disposition:* Standard Discharge

**Debtor**

**Henry Eugene Ivy**  
 14389 Madona Ct  
 Magalia, CA 95954  
 SSN / ITIN: xxx-xx-2414

represented by **Joseph Feist**  
 25 Cadillac Drive #290  
 Sacramento, CA 95825  
 916-437-3990

**Joint Debtor**

**Freddie Sue Ivy**  
 14389 Madona Ct  
 Magalia, CA 95954  
 SSN / ITIN: xxx-xx-3266  
*aka*  
**Freddie Sue Conner-Ivy**

represented by **Joseph Feist**  
 (See above for address)

**Trustee**

**Michael P. Dacquist**  
 PO Box 992631  
 Redding, CA 96099  
 530-244-6267

**U.S. Trustee**

**Office of the U.S. Trustee**  
 Robert T Matsui United States Courthouse  
 501 I Street, Room 7-500  
 Sacramento, CA 95814

<b>Filing Date</b>	<b>#</b>	<b>Docket Text</b>
12/29/2009	<a href="#"><u>1</u></a>	Chapter 7 Voluntary Petition. All Schedules and Statements filed. (ctus) (Entered: 12/29/2009)

**USB000477**

JA01020

12/29/2009		Meeting of Creditors to be held on 02/24/2010 at 08:00 AM at U.S. District Court - Redding. Last day to oppose discharge: 04/26/2010. (ctus) (Entered: 12/29/2009)
12/29/2009	<a href="#"><u>2</u></a>	Notice of Appointment of Interim Trustee Michael P. Dacquisto (auto) (Entered: 12/29/2009)
12/29/2009	<a href="#"><u>3</u></a>	Master Address List (auto) (Entered: 12/29/2009)
12/29/2009	<a href="#"><u>4</u></a>	Statement of Social Security Number(s) (ctus) (Entered: 12/29/2009)
12/29/2009		Chapter 7 Voluntary Petition (Filing Fee Paid: \$299.00, Receipt Number: 2-9-046988) (auto) (Entered: 12/29/2009)
12/30/2009	<a href="#"><u>6</u></a>	BNC 341 Notice Requested (CMX) (auto) (Entered: 12/30/2009)
12/30/2009	<a href="#"><u>5</u></a>	Notice of Requirement to Complete Course in Financial Management Course Certificate as Transmitted to BNC for Service. (Admin) (auto) (Entered: 12/30/2009)
12/30/2009	<a href="#"><u>7</u></a>	Certificate of Mailing of Notice of Requirement to File a Statement of Completion of Course in Personal Financial Management as provided by the Bankruptcy Noticing Center (Admin.) (Entered: 01/01/2010)
12/30/2009	<a href="#"><u>8</u></a>	Certificate of Mailing of Notice of Meeting of Creditors as provided by the Bankruptcy Noticing Center (Admin.) (Entered: 01/01/2010)
01/22/2010	<a href="#"><u>9</u></a>	Request for Special Notice Filed by Creditor GE Money Bank (jdas) (Entered: 01/22/2010)
02/23/2010	<a href="#"><u>10</u></a>	Financial Management Course Certificate as to Joint Debtor (swas) (Entered: 02/23/2010)
02/23/2010	<a href="#"><u>11</u></a>	Financial Management Course Certificate as to Debtor (swas) (Entered: 02/23/2010)
		Chapter 7 Trustee's Report of No Distribution. The Section 341 Meeting was concluded on 02/24/10. I, Michael P. Dacquisto, having been appointed trustee of the estate of the above-named debtor(s), report that I have neither received any property nor paid any money on account of this estate; that I have made a diligent inquiry into the financial affairs of the debtor(s) and the location of the property belonging to the estate; and that there is no property available for distribution from the estate over and

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02/24/2010		above that exempted by law. Pursuant to Fed R Bank P 5009, I hereby certify that the estate of the above-named debtor(s) has been fully administered. I request that I be discharged from any further duties as trustee. Key information about this case as reported in schedules filed by the debtor(s) or otherwise found in the case record: This case was pending for 2 months. Assets Abandoned (without deducting any secured claims): \$ 115056.00, Assets Exempt: Not Available, Claims Scheduled: \$ 318274.00, Claims Asserted: Not Applicable, Claims scheduled to be discharged without payment (without deducting the value of collateral or debts excepted from discharge): \$ 318274.00. (Dacquist, Michael) (Entered: 02/24/2010)
02/25/2010	<a href="#"><u>12</u></a>	Notice of Filing Report of No Distribution as Transmitted to BNC for Service. Objections Due 03/27/2010. (Admin) (Entered: 02/25/2010)
02/25/2010	<a href="#"><u>13</u></a>	Certificate of Mailing of Notice of Filing Report of No Distribution as provided by the Bankruptcy Noticing Center (Admin.) (Entered: 02/27/2010)
03/29/2010	<a href="#"><u>14</u></a>	Change of Address for Mark T. Domeyer (jdas) (Entered: 03/29/2010)
04/29/2010		Change of Address Submitted for Attorney Joseph Feist by e-Filing User Account Maintenance Utility. Address changed from: 25 Cadillac Dr #290 , Sacramento CA 95825 to: 25 Cadillac Drive #290 , Sacramento CA 95825. (Entered: 04/29/2010)
05/03/2010	<a href="#"><u>15</u></a>	Order Discharging Debtor as Transmitted to BNC for Service (Admin.) (Entered: 05/03/2010)
05/03/2010	<a href="#"><u>16</u></a>	Certificate of Mailing of Discharge of Debtor as provided by the Bankruptcy Noticing Center (Admin.) (Entered: 05/05/2010)
05/07/2010	<a href="#"><u>17</u></a>	Bankruptcy Case Closed. Final Decree as Transmitted to BNC for Service (Admin.) (Entered: 05/07/2010)
05/07/2010	<a href="#"><u>18</u></a>	Certificate of Mailing of Final Decree as provided by the Bankruptcy Noticing Center (Admin.) (Entered: 05/09/2010)

<b>PACER Service Center</b>
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<b>Transaction Receipt</b>
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JA01022

06/19/2010 08:57:42			
<b>PACER Login:</b>	rk0456	<b>Client Code:</b>	
<b>Description:</b>	Docket Report	<b>Search Criteria:</b>	09-48394 Fil or Ent: filed Doc From: 0 Doc To: 99999999 Term: included Format: html
<b>Billable Pages:</b>	2	<b>Cost:</b>	0.16

USB000480

JA01023

6/19/2010

## Resident Transaction Detail

Active Flag Yes

Void Flag No

### ANTELOPE

Account #: 58066 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

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### 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
Assessment	9/1/2010	42.90	949.95	Assessment

**Count:** 1

**Total Units:** 297

## Resident Transaction Detail

Active Flag Yes

Void Flag No

### ANTELOPE

Account #: 111931 Property Address: 7868 MARBLEDOE ST

Code	Date	Amount	Balance	Check#	Memo
Admin Ltr	6/9/2009	15.00	15.00		Certified Letter
FIN	7/6/2009	100.00	115.00		06/22/09: Lighting
Admin Ltr	7/7/2009	15.00	130.00		Certified Letter
Admin Ltr	9/23/2009	15.00	145.00		Certified Letter
Admin Ltr	9/23/2009	15.00	160.00		Certified Letter
Admin Ltr	10/13/2009	15.00	175.00		Certified Letter
Admin Ltr	10/13/2009	15.00	190.00		Certified Letter
FIN	10/12/2009	100.00	290.00		09/01/09: Landscape Maintenance
FIN	11/12/2009	100.00	390.00		09/01/2009: Landscape Maintenance
FIN	11/12/2009	100.00	490.00		09/01/2009: Landscape Maintenance
FIN	12/2/2009	100.00	590.00		09/01/2009: Landscape Maintenance
FIN	12/2/2009	100.00	690.00		09/01/2009: Landscape Maintenance
INTENT	1/15/2010	50.00	740.00		1st Notice
INTENT	2/18/2010	100.00	840.00		Intent to Lien
Fine	4/2/2010	100.00	940.00		09/01/09: Landscape Maintenance
Fine	4/2/2010	100.00	1,040.00		09/01/09: Landscape Maintenance
Fine	4/22/2010	100.00	1,140.00		09/01/09: Landscape Maintenance
Admin Ltr	5/28/2010	15.00	1,155.00		Certified Letter
Admin Ltr	5/28/2010	15.00	1,170.00		Certified Letter
Admin Ltr	5/28/2010	15.00	1,185.00		Certified Letter
Admin Ltr	5/28/2010	15.00	1,200.00		Certified Letter
Admin Ltr	6/23/2010	15.00	1,215.00		Certified Letter
Admin Ltr	6/23/2010	15.00	1,230.00		Certified Letter
Admin Ltr	6/23/2010	15.00	1,245.00		Certified Letter
Admin Ltr	6/23/2010	15.00	1,260.00		Certified Letter

**Count:** 1

**Total Units:** 297

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



*A Multi-Jurisdictional Law Firm*

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Telephone: 702-222-4033  
Facsimile: 702-222-4043  
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ADDITIONAL OFFICES

AGOURA HILLS, CA  
PHONE: 818- 735-9600

RENO NV  
PHONE: 775-626-2323

&  
DIAMOND BAR CA  
PHONE: 909-861-8300

\* Admitted to the California Bar

\*\* Admitted to the California, Nevada  
and Colorado Bar

\*\*\* Admitted to the Nevada and California Bar

August 31, 2010

*Pre-Notice of Default*

Henry & Freddie Ivy  
14389 Madona Ct  
Magalia, CA 95954

Regarding: **Antelope Homeowners Association/7868 Marbledoe Ct./HO #18842**

Dear Henry & Freddie Ivy:

Please be informed that as of today's date our office has not received payment pursuant to the Notice of Delinquent Assessment Lien recorded against your property on **November 12, 2009**. Please understand that failure to bring your account current or failure to contact this office by **September 15, 2010** will result in the initiation of foreclosure proceedings on your property and include a minimum \$750.00 in additional charges.

The total amount currently due is **\$2,358.04**. Please submit payment to our offices at the above listed **Nevada** address, made payable to the **Alessi & Koenig, LLC**.

If this debt is subject to discharge in bankruptcy, this letter is not an attempt to proceed and collect against you individually, but is a proceeding to collect on our client's secured interest in your property. In the event Alessi & Koenig, LLC does not receive payment of your unpaid assessments, fees and costs of **\$2,358.04** by **September 15**, you could lose ownership of your property.

Should you have any questions, please contact this office at 702-222-4033.

Yours very truly,

ALESSI & KOENIG, LLC

Naomi Eden  
Legal Assistant

USB000486

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## Resident Transaction Detail

Active Flag Yes

Void Flag No

### ANTELOPE

Account #: 58066 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

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### 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	
Assessment	12/1/2010	42.90	1,104.85	Assessment

**Count:** 1

**Total Units:** 299

## Resident Transaction Detail

Active Flag Yes

Void Flag No

### ANTELOPE

Account #: 111931 Property Address: 7868 MARBLEDOE ST

Code	Date	Amount	Balance	Check#	Memo
Admin Ltr	6/9/2009	15.00	15.00		Certified Letter
FIN	7/6/2009	100.00	115.00		06/22/09: Lighting
Admin Ltr	7/7/2009	15.00	130.00		Certified Letter
Admin Ltr	9/23/2009	15.00	145.00		Certified Letter
Admin Ltr	9/23/2009	15.00	160.00		Certified Letter
Admin Ltr	10/13/2009	15.00	175.00		Certified Letter
Admin Ltr	10/13/2009	15.00	190.00		Certified Letter
FIN	10/12/2009	100.00	290.00		09/01/09: Landscape Maintenance
FIN	11/12/2009	100.00	390.00		09/01/2009: Landscape Maintenance
FIN	11/12/2009	100.00	490.00		09/01/2009: Landscape Maintenance
FIN	12/2/2009	100.00	590.00		09/01/2009: Landscape Maintenance
FIN	12/2/2009	100.00	690.00		09/01/2009: Landscape Maintenance
INTENT	1/15/2010	50.00	740.00		1st Notice
INTENT	2/18/2010	100.00	840.00		Intent to Lien
Fine	4/2/2010	100.00	940.00		09/01/09: Landscape Maintenance
Fine	4/2/2010	100.00	1,040.00		09/01/09: Landscape Maintenance
Fine	4/22/2010	100.00	1,140.00		09/01/09: Landscape Maintenance
Admin Ltr	5/28/2010	15.00	1,155.00		Certified Letter
Admin Ltr	5/28/2010	15.00	1,170.00		Certified Letter
Admin Ltr	5/28/2010	15.00	1,185.00		Certified Letter
Admin Ltr	5/28/2010	15.00	1,200.00		Certified Letter
Admin Ltr	6/23/2010	15.00	1,215.00		Certified Letter
Admin Ltr	6/23/2010	15.00	1,230.00		Certified Letter
Admin Ltr	6/23/2010	15.00	1,245.00		Certified Letter
Admin Ltr	6/23/2010	15.00	1,260.00		Certified Letter
Fine	7/1/2010	100.00	1,360.00		Landscape Maintenance 9/1/10
Fine	7/1/2010	100.00	1,460.00		Landscape Maintenance 9/1/10
Fine	8/4/2010	100.00	1,560.00		Landscape Maintenance 9/1/10
Fine	8/4/2010	100.00	1,660.00		Landscape Maintenance 9/1/10
Fine	6/22/2010	100.00	1,760.00		Unightly 1/26/10
Fine	8/4/2010	100.00	1,860.00		Unightly 1/26/10
Fine	8/4/2010	100.00	1,960.00		Unightly 1/26/10
Fine	6/22/2010	100.00	2,060.00		Landscape Maintenance 3/30/10
Fine	8/4/2010	100.00	2,160.00		Landscape Maintenance 3/30/10
Fine	8/4/2010	100.00	2,260.00		Landscape Maintenance 3/30/10
Fine	6/22/2010	100.00	2,360.00		Landscape Maintenance 3/30/10
Fine	8/4/2010	100.00	2,460.00		Landscape Maintenance 9/1/09
Fine	8/4/2010	100.00	2,560.00		Landscape Maintenance 3/30/09
Fine	5/19/2010	100.00	2,660.00		Landscape Maintenance 9/1/09
Fine	5/19/2010	100.00	2,760.00		Landscape Maintenance 9/1/09

## Resident Transaction Detail

Active Flag Yes

Void Flag No

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### ANTELOPE

INTENT	10/4/2010	250.00	3,010.00	Record Lien
Fine	10/21/2010	100.00	3,110.00	09/01/09: Landscape Maintenance
Fine	10/21/2010	100.00	3,210.00	03/30/10: Landscape Maintenance
Fine	10/21/2010	100.00	3,310.00	09/01/09: Landscape Maintenance
Fine	10/21/2010	100.00	3,410.00	03/30/10: Landscape Maintenance

**Count:** 1

**Total Units:** 299

## Resident Transaction Detail

Active Flag Yes

Void Flag No

### ANTELOPE

Account #: 58066 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

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### 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	
Assessment	1/1/2011	45.00	1,163.10	Assessment

**Count:** 1

**Total Units:** 300

## Resident Transaction Detail

Active Flag Yes

Void Flag No

### ANTELOPE

Account #: 111931 Property Address: 7868 MARBLEDOE ST

Code	Date	Amount	Balance	Check#	Memo
Admin Ltr	6/9/2009	15.00	15.00		Certified Letter
FIN	7/6/2009	100.00	115.00		06/22/09: Lighting
Admin Ltr	7/7/2009	15.00	130.00		Certified Letter
Admin Ltr	9/23/2009	15.00	145.00		Certified Letter
Admin Ltr	9/23/2009	15.00	160.00		Certified Letter
Admin Ltr	10/13/2009	15.00	175.00		Certified Letter
Admin Ltr	10/13/2009	15.00	190.00		Certified Letter
FIN	10/12/2009	100.00	290.00		09/01/09: Landscape Maintenance
FIN	11/12/2009	100.00	390.00		09/01/2009: Landscape Maintenance
FIN	11/12/2009	100.00	490.00		09/01/2009: Landscape Maintenance
FIN	12/2/2009	100.00	590.00		09/01/2009: Landscape Maintenance
FIN	12/2/2009	100.00	690.00		09/01/2009: Landscape Maintenance
INTENT	1/15/2010	50.00	740.00		1st Notice
INTENT	2/18/2010	100.00	840.00		Intent to Lien
Fine	4/2/2010	100.00	940.00		09/01/09: Landscape Maintenance
Fine	4/2/2010	100.00	1,040.00		09/01/09: Landscape Maintenance
Fine	4/22/2010	100.00	1,140.00		09/01/09: Landscape Maintenance
Admin Ltr	5/28/2010	15.00	1,155.00		Certified Letter
Admin Ltr	5/28/2010	15.00	1,170.00		Certified Letter
Admin Ltr	5/28/2010	15.00	1,185.00		Certified Letter
Admin Ltr	5/28/2010	15.00	1,200.00		Certified Letter
Admin Ltr	6/23/2010	15.00	1,215.00		Certified Letter
Admin Ltr	6/23/2010	15.00	1,230.00		Certified Letter
Admin Ltr	6/23/2010	15.00	1,245.00		Certified Letter
Admin Ltr	6/23/2010	15.00	1,260.00		Certified Letter
Fine	7/1/2010	100.00	1,360.00		Landscape Maintenance 9/1/10
Fine	7/1/2010	100.00	1,460.00		Landscape Maintenance 9/1/10
Fine	8/4/2010	100.00	1,560.00		Landscape Maintenance 9/1/10
Fine	8/4/2010	100.00	1,660.00		Landscape Maintenance 9/1/10
Fine	6/22/2010	100.00	1,760.00		Unightly 1/26/10
Fine	8/4/2010	100.00	1,860.00		Unightly 1/26/10
Fine	8/4/2010	100.00	1,960.00		Unightly 1/26/10
Fine	6/22/2010	100.00	2,060.00		Landscape Maintenance 3/30/10
Fine	8/4/2010	100.00	2,160.00		Landscape Maintenance 3/30/10
Fine	8/4/2010	100.00	2,260.00		Landscape Maintenance 3/30/10
Fine	6/22/2010	100.00	2,360.00		Landscape Maintenance 3/30/10
Fine	8/4/2010	100.00	2,460.00		Landscape Maintenance 9/1/09
Fine	8/4/2010	100.00	2,560.00		Landscape Maintenance 3/30/09
Fine	5/19/2010	100.00	2,660.00		Landscape Maintenance 9/1/09
Fine	5/19/2010	100.00	2,760.00		Landscape Maintenance 9/1/09



## Resident Transaction Detail

Active Flag Yes

Void Flag No

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### ANTELOPE

INTENT	10/4/2010	250.00	3,010.00	Record Lien
Fine	10/21/2010	100.00	3,110.00	09/01/09: Landscape Maintenance
Fine	10/21/2010	100.00	3,210.00	03/30/10: Landscape Maintenance
Fine	10/21/2010	100.00	3,310.00	09/01/09: Landscape Maintenance
Fine	10/21/2010	100.00	3,410.00	03/30/10: Landscape Maintenance

**Count:** 1

**Total Units:** 300

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



*A Multi-Jurisdictional Law Firm*

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Las Vegas, Nevada 89147  
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[www.alessikoenig.com](http://www.alessikoenig.com)

ADDITIONAL OFFICES

AGOURA HILLS, CA  
PHONE: 818- 735-9600

RENO NV  
PHONE: 775-626-2323

&  
DIAMOND BAR CA  
PHONE: 909-861-8300

\* Admitted to the California Bar

\*\* Admitted to the California, Nevada  
and Colorado Bar

\*\*\* Admitted to the Nevada and California Bar

December 20, 2010

*Pre-Notice of Default*

Henry & Freddie Ivy  
14389 Madona Ct  
Magalia, CA 95954

Regarding: **Antelope Homeowners Association/7868 Marbledoe Ct./HO #18842**

Dear Henry & Freddie Ivy:

Please be informed that as of today's date our office has not received payment pursuant to the Notice of Delinquent Assessment Lien recorded against your property on **November 12, 2009**. Please understand that failure to bring your account current or failure to contact this office by **January 4, 2011** will result in the initiation of foreclosure proceedings on your property and include a minimum \$750.00 in additional charges.

The total amount currently due is **\$2,536.92**. Please submit payment to our offices at the above listed **Nevada** address, made payable to the **Alessi & Koenig, LLC**.

Again, it is extremely important that we receive your payment by **January 4, 2011**. Should you fail to bring your delinquent account current, you could lose ownership of your home.

Should you have any questions, please contact me at [naomi@alessikoenig.com](mailto:naomi@alessikoenig.com) or this office at 702-222-4033.

Yours very truly,

ALESSI & KOENIG, LLC

Naomi Eden  
Legal Assistant

USB000499

JA01042

When recorded mail to:

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

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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**

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

# **First American Title Insurance Company**

NATIONAL DEFAULT TITLE SERVICES – TSG DIVISION  
2250 CORPORATE CIRCLE, SUITE 350, HENDERSON, NV 89074

**JANUARY 20, 2011**

**ALESSI & KOENIG, LLC  
9500 W. FLAMINGO ROAD STE. 100  
LAS VEGAS, NV 89147  
ATTN: AMANDA LOWER**

REFERENCE: **18842/IVY**  
OUR ORDER NUMBER: **5021453**

THE ITEMS ENCLOSED WERE PREPARED FOR THE SOLE USE OF THE HEREIN-NAMED TRUSTEE. THESE ITEMS SHOULD NOT BE RELIED UPON BY ANY THIRD PARTY AS A CONDITION OF TITLE.

**First American Title Insurance Company  
National Default Title Services**

**AUGIE JIMENEZ  
ASSISTANT SECRETARY  
TITLE OFFICER  
PH: 702-222-4273  
FX: 866-515-8363**

ENCLOSURE

**USB000501**

JA01044

ORDER NO: 5021453  
REFERENCE NO: 18842  
FILE NO:  
TITLE OFFICER: AUGIE JIMENEZ

**First American Title Insurance Company**  
FORECLOSURE DEPARTMENT - NV, 2250 CORPORATE CIRCLE, SUITE 350  
HENDERSON, NV 89074

**RECORD PROPERTY INFORMATION REPORT**

**ALESSI & KOENIG, LLC**  
**9500 W. FLAMINGO ROAD STE. 100**  
**LAS VEGAS, NV 89147**  
**ATTN: AMANDA LOWER**

AS OF THE DATE HEREOF: **JANUARY 12, 2011 AT 7:30 AM**

Order# **5021453**

- A. THE LAST RECORDED DOCUMENT PURPORTING TO TRANSFER TITLE TO THE LAND DESCRIBED HEREIN SHOWS THE FOLLOWING:

PURPORTED OWNER: **HENRY E IVY AND FREDDIE S. IVY, HUSBAND AND WIFE AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP**

PROPERTY ADDRESS: **7868 MARBLEDOE ST, LAS VEGAS, NEVADA 89149-3740**

- B. ACCORDING TO THE LATEST EQUALIZED ASSESSMENT ROLL THE FOLLOWING AD VALOREM TAX INFORMATION IS SHOWN:

ASSESSED VALUATION OF THE LAND: **\$7,000.00**

ASSESSED VALUATION OF THE IMPROVEMENTS: **\$39,100.00**

EXEMPTIONS: **\$ .00**

- C. ACCORDING TO THE CURRENT YEAR TAX FIGURES PROVIDED BY THE TAXING AUTHORITY THE FOLLOWING TAX INSTALLMENT AMOUNTS AND STATUS IS SHOWN:

1. THOSE TAXES FOR THE FISCAL YEAR **JULY 1, 2010, THROUGH JUNE 30, 2011**, INCLUDING ANY SECURED PERSONAL PROPERTY TAXES COLLECTED BY THE COUNTY TREASURER.

TAX DISTRICT: **200.**

PARCEL NO.: **125-18-112-069.**

1ST INSTALLMENT DUE AUGUST 16, 2010: **\$379.81, PAID.**

2ND INSTALLMENT DUE OCTOBER 04, 2010: **\$379.83, PAID.**

3RD INSTALLMENT DUE JANUARY 03, 2011: **\$379.83, PAID.**

4TH INSTALLMENT DUE MARCH 07, 2011: **\$379.83, OPEN.**

EACH INSTALLMENT WILL BECOME DELINQUENT TEN (10) DAYS AFTER THE DUE DATE.

**\*\*NOTE:** THE TAX INFORMATION SET FORTH ABOVE REFLECTS CURRENT YEAR GENERAL TAX INFORMATION ONLY. THE RECORD PROPERTY INFORMATION REPORT DOES NOT PROVIDE INFORMATION RELATING TO SUPPLEMENTAL TAX BILLS AND/OR PRIOR YEARS(S) DEFAULTED TAXES.

**ORDER NO: 5021453**  
**REFERENCE NO: 18842**  
**FILE NO:**  
**TITLE OFFICER: AUGIE JIMENEZ**

**D. OFFICIAL RECORDS OF THE COUNTY WHERE THE LAND IS LOCATED SHOWS THE FOLLOWING DEED(S) OF TRUST AFFECTING THE LAND:**

1. A DEED OF TRUST TO SECURE AN ORIGINAL INDEBTEDNESS OF **\$212,750.00**, AND ANY AMOUNTS OR OBLIGATIONS SECURED THEREBY, RECORDED **MAY 23, 2005** IN BOOK **20050523** AS INSTRUMENT NO. **0004228** AND RE-RECORDED **OCTOBER 20, 2005** IN BOOK **20051020** AS INSTRUMENT NO. **0003872**, BOTH OF OFFICIAL RECORDS.

DATED: **MAY 13, 2005.**

TRUSTOR: **HERRY E IVY AND FREDDIE S IVY, HUSBAND AND WIFE WITH RIGHTS OF SURVIVORSHIP.**

TRUSTEE: **STEWART TITLE COMPANY.**

LENDER: **UNIVERSAL AMERICAN MORTGAGE COMPANY, LLC., A LIMITED LIABILITY COMPANY.**

NOTE 1: NOTICE OF DEFAULT RECORDED **AUGUST 26, 2009** IN BOOK **20090826** AS INSTRUMENT NO. **0000352** OF OFFICIAL RECORDS.

2. A DEED OF TRUST TO SECURE AN ORIGINAL INDEBTEDNESS OF **\$53,150.00**, AND ANY OTHER AMOUNTS OR OBLIGATIONS SECURED THEREBY, RECORDED **MAY 23, 2005** IN BOOK **20050523** AS INSTRUMENT NO. **0004229** OF OFFICIAL RECORDS.

DATED: **MAY 13, 2005.**

TRUSTOR: **HENRY E IVY AND FREDDIE S IVY, HUSBAND AND WIFE RIGHTS TO SURVIVORSHIP.**

TRUSTEE: **STEWART TITLE COMPANY.**

BENEFICIARY: **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS NOMINEE FOR**

LENDER: **UNIVERSAL AMERICAN MORTGAGE COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY.**

3. A CLAIM OF LIEN RECORDED **OCTOBER 23, 2009** IN BOOK **20091023**, AS INSTRUMENT NO. **0000229**, OF OFFICIAL RECORDS.

LIEN CLAIMANT: **REPUBLIC SERVICES OF SOUTHERN NEVADA.  
PO BOX 98508.**

**LAS VEGAS, NV 89193-8508.**

PHONE: **702-735-5151.**

AMOUNT: **\$91.70.**

4. A NOTICE OF HOMEOWNERS ASSOCIATION ASSESSMENT LIEN RECORDED **NOVEMBER 12, 2009** IN BOOK **20091112** AS INSTRUMENT NO. **0004474** OF OFFICIAL RECORDS.

ASSOCIATION: **ANTELOPE HOMEOWNERS ASSOCIATION.**

AMOUNT: **\$692.36**, AND ANY OTHER AMOUNTS DUE THEREUNDER.

5. A CLAIM OF LIEN RECORDED **AUGUST 23, 2010** IN BOOK **20100823**, AS INSTRUMENT NO. **0004765**, OF OFFICIAL RECORDS.

LIEN CLAIMANT: **CITY OF LAS VEGAS SEWER.  
400 E STEWART AVE.**

**LAS VEGAS, NV 89101.**

PHONE: **702-229-6281.**

AMOUNT: **\$271.38.**

6. A NOTICE OF HOMEOWNERS ASSOCIATION ASSESSMENT LIEN RECORDED **OCTOBER 19, 2010** IN BOOK **20101019** AS INSTRUMENT NO. **0001557** OF OFFICIAL RECORDS.

ASSOCIATION: **ANTELOPE HOA.**

AMOUNT: **\$3,010.00**, AND ANY OTHER AMOUNTS DUE THEREUNDER.

**E. OFFICIAL RECORDS OF THE COUNTY SHOWS THE GENERAL INDEX MATTERS AGAINST THE PURPORTED OWNERS AS FOLLOWS:**

**ORDER NO: 5021453**  
**REFERENCE NO: 18842**  
**FILE NO:**  
**TITLE OFFICER: AUGIE JIMENEZ**

NONE

#### **LIMITATION OF LIABILITY**

RECIPIENT RECOGNIZES THAT IT IS DIFFICULT TO DETERMINE THE EXTENT OF DAMAGES WHICH COULD ARISE FROM ANY ERROR OR OMISSION IN THIS REPORT. RECIPIENT RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL DAMAGES OR LIABILITIES ARISING FROM ANY SUCH ERROR OR OMISSION. AS A PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, THE RECIPIENT AGREES THAT THE COMPANY'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE ARISING BY REASON OF ANY ERROR OR OMISSION CONTAINED HEREIN SHALL BE LIMITED BY THIS PARAGRAPH. IN NO EVENT SHALL SUCH LIABILITY EXCEED THE FEE AMOUNT CHARGED FOR THIS REPORT.

**ORDER NO: 5021453**  
**REFERENCE NO: 18842**  
**FILE NO:**  
**TITLE OFFICER: AUGIE JIMENEZ**

F. THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE STATE OF NEVADA, COUNTY OF CLARK, CITY OF LAS VEGAS, AND 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.

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).

125-18-112-069

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**ORDER NO: 5021453**  
**REFERENCE NO: 18842**  
**FILE NO:**  
**TITLE OFFICER: AUGIE JIMENEZ**

**EXHIBIT "A"**

THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE **STATE OF NEVADA, COUNTY OF CLARK, CITY OF LAS VEGAS**, AND 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.

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).

125-18-112-069

\* \* \* \* \*

20050523-0004229

Fee: \$29.00  
N/C Fee: \$0.00

05/23/2005 14:40:47  
T20050095701

Requestor:  
NORTH AMERICAN TITLE COMPANY

Frances Deane ADF  
Clark County Recorder Pas: 13

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

Loan # 0006650782

**DEED OF TRUST**

D076N1NV

MIN 100059600066507828  
THIS DEED OF TRUST is made this **13th** day of **May, 2005**  
among the Grantor, **HENRY E IVY AND FREDDIE S IVY, HUSBAND AND WIFE**  
*with rights of survivorship*

**Stewart Title Company**

(herein "Borrower"),

(herein "Trustee"), and the Beneficiary,  
Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns). MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. **Universal American Mortgage Company, LLC, a Florida limited liability company**

existing under the laws of **Florida**

**700 NW 107th Avenue 3rd Floor, Miami, FL 33172-3139**

, ("Lender") is organized and  
, and has an address of

**NEVADA- SECOND MORTGAGE-1/80-FNMA/FHLMC UNIFORM INSTRUMENT WITH MERS**

Form 3829 Amended 2/04  
VMP-76N(NV) (0402)  
Page 1 of 8 Initials: *[Signature]*  
VMP Mortgage Solutions  
(800)521-7291

USB000507

JA01050

Loan # 0006650782

D076N1NV

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of **CLARK**, State of Nevada:

**\*\* SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE APART HEREOF.**

which has the address of **7868 MARBLE DOE STREET**, **LAS VEGAS**,  
[Street] [City]  
Nevada **89149** (herein "Property Address");  
[ZIP Code]

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), all of which shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are hereinafter referred to as the "Property". Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Deed of Trust; but, if necessary to comply with law or custom, MERS, (as nominee for Lender and Lender's successors and assigns), has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Deed of Trust.

TO SECURE to Lender the repayment of the indebtedness evidenced by Borrower's note dated **May 13, 2005** and extensions and renewals thereof (herein "Note"), in the principal sum of U.S. \$ **53,150.00**, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on **June 01, 2020**; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained.

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

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

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

**2. Funds for Taxes and Insurance.** Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and

assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such a holder is an institutional lender.

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

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

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

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

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

**5. Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

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

Initials: 

Form 3829

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

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

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

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

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

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

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

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

**13. Governing Law; Severability.** The state and local laws applicable to this Deed of Trust shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Deed of Trust. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the

provisions of this Deed of Trust and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

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

**15. Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

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

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

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

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

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

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

Initials

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

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

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

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

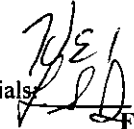
**21. Substitute Trustee.** Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

**22. Waiver of Homestead.** Except to the extent prohibited by law, borrower waives all right of homestead exemption in the Property.

**23. Assumption Fee.** Lender may charge an assumption fee of U.S. \$ **0.00**  
☒ **PUD Rider** ☐ **Condo Rider**

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

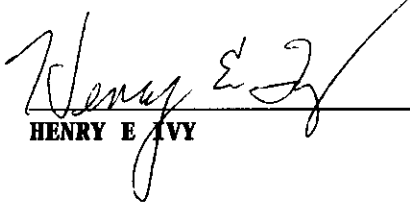
Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Deed of Trust to give Notice to Lender, at Lender's address set forth on page one of this Deed of Trust, of any default under the superior encumbrance and of any sale or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

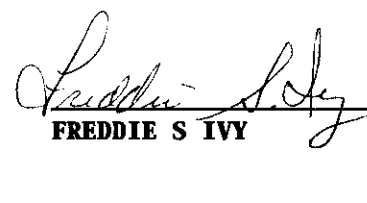
Initials  Form 3829

Loan # 0006650782

D076N1NV

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

 \_\_\_\_\_ (Seal)  
**HENRY E IVY** -Borrower

 \_\_\_\_\_ (Seal)  
**FREDDIE S IVY** -Borrower

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower



Loan # 0006650782

D076N1NV

STATE OF NEVADA  
COUNTY OF *Clark*

This instrument was acknowledged before me on  
**HENRY E IVY, FREDDIE S IVY**

*5/18/05*

by

*C. Snyder*

Mail Tax Statements To:

Universal American Mortgage Company, LLC  
Loan Servicing Department

700 NW 107th Avenue 3rd Floor, Miami, FL 33172-3139



VMF-76N(NV) (0402)

Page 8 of 8

Initials: *HE1*  
*FLD*

Form 3829

USB000514

JA01057

**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).

## 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

Page 1 of 3

Initials 

 -7R (0411)

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

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

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

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

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

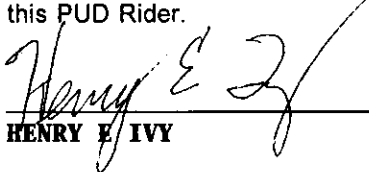
**C. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

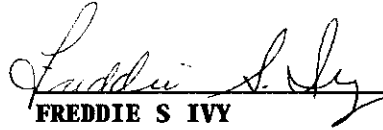
**D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby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

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

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

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

 \_\_\_\_\_ (Seal)  
HENRY E IVY -Borrower

 \_\_\_\_\_ (Seal)  
FREDDIE S IVY -Borrower

\_\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_\_[Space Above This Line For Recording Data]\_\_\_\_\_  
LOAN # **0006650782** **C06D077**

**BALLOON PAYMENT RIDER**

Borrower's Name: **HENRY E IVY**  
**FREDDIE S IVY**

Property Address: **7868 MARBLE DOE STREET**  
**LAS VEGAS, NEVADA 89149**

Loan Number: **0006650782**

THE TERMS OF THE LOAN CONTAIN PROVISIONS WHICH WILL REQUIRE A BALLOON PAYMENT AT MATURITY.

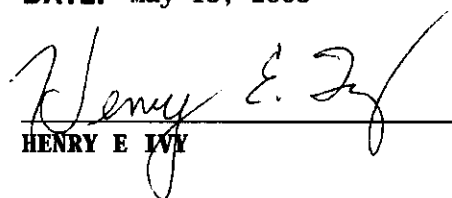
THE AMORTIZATION OF PRINCIPAL AND INTEREST IS BASED ON A THIRTY YEAR FACTOR AND WOULD AMORTIZE THE PRINCIPAL LOAN ON A **30** YEAR SCHEDULE, BUT SINCE THE FULL BALANCE IS PAYABLE IN **180** MONTHS, A BALLOON PAYMENT OF **\$43,243.19** WILL BE REQUIRED ON **June 01, 2020**

This loan is payable in full at the end of **Fifteen** years. You must repay the entire principal balance of the loan and the unpaid interest then due. The lender is under no obligation to refinance the loan at that time. You will therefore be required to make payment out of other assets you may own, or you will have to find a lender willing to lend you the money at the prevailing market rate, which may be considerably higher or lower than the rate on this loan.

If you refinance this loan at maturity, you may have to pay some or all closing costs normally associated with a new loan, even if you obtain refinancing from the same lender.

I/We hereby acknowledge receipt of the above notice relating to the balloon payment provision of this loan, which have also been explained to me/us.

**DATE: May 13, 2005**

  
\_\_\_\_\_  
**HENRY E IVY**

  
\_\_\_\_\_  
**FREDDIE S IVY**

**RECORDING REQUESTED BY:**  
**WHEN RECORDED MAIL TO:**  
**RECONTRUST COMPANY**  
**2380 Performance Dr, TX2-985-07-03**  
**Richardson, TX 75082**  
**Attn:**  
**TS No. 09-0101143**  
**Title Order No. 090498933**

**APN No. 125-18-112-069**

---

**NEVADA IMPORTANT NOTICE**  
**NOTICE OF DEFAULT/ELECTION TO SELL UNDER DEED OF TRUST**

NOTICE IS HEREBY GIVEN THAT: RECONTRUST COMPANY, N.A., is the duly appointed Trustee under a Deed of Trust dated 05/13/2005, executed by HENRY E IVY AND FREDDIE S IVY, HUSBAND AND WIFE WITH RIGHTS OF SURVIVORSHIP as Trustor, to secure certain obligations in favor of UNIVERSAL AMERICAN MORTGAGE COMPANY, LLC as beneficiary recorded 05/23/2005, as Instrument No. 0004228 (or Book 20050523, Page ) of Official Records in the Office of the County Recorder of Clark County, Nevada. Deed of Trust Re-Recorded on 05/23/2005, Instrument No.: 0004228, Book: 20050523, Page: \_\_\_\_ Said obligation including ONE NOTE FOR THE ORIGINAL sum of \$212,750.00. That a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of :

FAILURE TO PAY THE INSTALLMENT OF PRINCIPAL, INTEREST AND IMPOUNDS WHICH BECAME DUE ON 02/01/2009 AND ALL SUBSEQUENT INSTALLMENTS OF PRINCIPAL, INTEREST AND IMPOUNDS, TOGETHER WITH ALL LATE CHARGES, PLUS ADVANCES MADE AND COSTS INCURRED BY THE BENEFICIARY, INCLUDING FORECLOSURE FEES AND COSTS AND/OR ATTORNEYS' FEES. IN ADDITION, THE ENTIRE PRINCIPAL AMOUNT WILL BECOME DUE ON 06/01/2035 AS A RESULT OF THE MATURITY OF THE OBLIGATION ON THAT DATE.

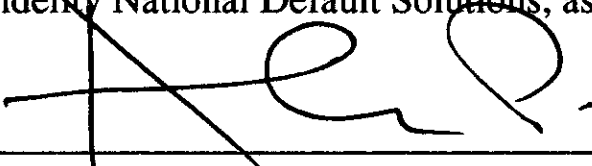
That by reason thereof, the present beneficiary under such deed of trust has deposited with RECONTRUST COMPANY, N.A. such deed of trust and all documents evidencing obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

**NOTICE**

You may have the right to cure the default hereon and reinstate the one obligation secured by such Deed Of Trust above described. Section NRS 107.080 permits certain defaults to be cured upon the payment of the amounts required by that statutory section without requiring payment of that portion of principal and interest which would not be due had no default occurred. Where reinstatement is possible, if the default is not cured within 35 days following recording and mailing of this Notice to Trustor or Trustor's successor in interest, the right of reinstatement will terminate and the property may there after be sold. The Trustor may have the right to bring court action to assert the non existence of a default or any other defense of Trustor to acceleration and sale.

To determine if reinstatement is possible and the amount, if any, to cure the default, contact: BAC Home Loans Servicing, LP, c/o RECONTRUST COMPANY, 2380 Performance Dr., TX2-985-07-03, Richardson, TX 75082, PHONE: (800) 281-8219. Should you wish to discuss possible options for loan modification, you may contact the Home Retention Division at 1-800-669-6650. If you meet the requirements of Section NRS 107.085, you may request mediation in accordance with the enclosed Election/Waiver of Mediation Form and instructions. You may also contact the Nevada Fair Housing Center at 1-702-731-6095 or the Legal Aid Center at 1-702-386-1070 for assistance.

RECONTRUST COMPANY, as agent for the Beneficiary  
By: Fidelity National Default Solutions, as Agent

  
\_\_\_\_\_  
By: LSI Title Agency, Inc., an Illinois Corporation, as Agent  
**Anselmo Pagkaliwangan**

State of: California  
County of: Orange

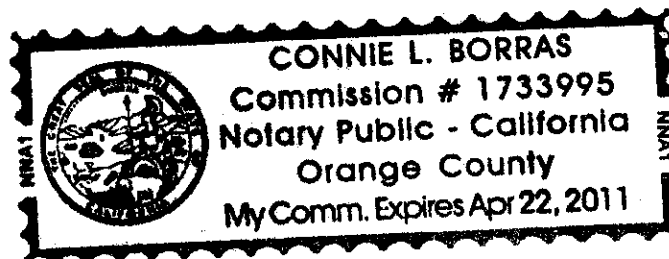
On 8/25/2009, before me, Connie L. Borrás, Notary Public, personally appeared Anselmo Pagkaliwangan, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Connie L. Borrás (Seal)

**Connie L. Borrás**





CLARK COUNTY RECORDER

Inst #: 201008230004765

Fees: \$0.00

N/C Fee: \$0.00

08/23/2010 03:46:40 PM

Receipt #: 474855

Requestor:

SEWER LAS VEGAS CITY

Recorded By: KXC Pgs: 1

DEBBIE CONWAY

CLARK COUNTY RECORDER

NOTICE OF LIEN

PARCEL # 12518-112-069

(REPUTED OWNER)

IVY HENRY E & FREDDIE S

7868 MARBLEDOE

LAS VEGAS NV 89149-3740

NOTICE IS HEREBY GIVEN THAT UNDER AND PURSUANT TO ARTICLE II, SECTION 2300 OF THE CHARTER OF THE CITY OF LAS VEGAS, NEVADA, THE CITY OF LAS VEGAS CLAIMS A LIEN AGAINST THE HEREINBELOW DESCRIBED PROPERTY FOR SEWER SERVICES RENDERED TO SAID PROPERTY.

DESCRIBED PROPERTY: ANTELOPE-UNIT 1  
PLAT BOOK 115 PAGE 89  
LOT 139 BLOCK B

PARCEL # 12518-112-069

LOCATED IN THE CITY OF LAS VEGAS, NEVADA, COMMONLY KNOWN AS

7868 MARBLEDOE ST

(SERVICE ADDRESS)

SAID LIEN IS CLAIMED FOR SEWER FEES NOW DUE AND UNPAID.


PERIOD OF SERVICE 06/01/10 TO 05/31/11 CYCLE BILLING NO. 06-016053

AMOUNT OF LIEN \$271.38

STATE OF NEVADA }  
COUNTY OF CLARK } SS

BEVERLY BRIDGES, CITY CLERK

BEING DULY SWORN THE BELOW SIGNED DEPUTY CLERK DEPOSES AND SAYS THAT HE/SHE IS THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT ON BEHALF OF THE CITY OF LAS VEGAS; THAT HE/SHE HAS READ THE SAME AND KNOWS THE CONTENTS THEREOF; AND AS TO THOSE MATTERS, HE/SHE BELIEVES THEM TO BE TRUE.

  
\_\_\_\_\_  
~~KELLY McCARTNEY~~  
~~CHRISTINE WITTWER~~  
~~KATHRYN O'HARA~~  
VERONICA MARTINEZ  
~~GREG ROST~~  
~~KITTY WARWICK~~

RECORDING REQUESTED BY:

CITY OF LAS VEGAS SEWER  
400 E. STEWART AVE.  
LAS VEGAS, NV 89101

WILL CALL

SUBSCRIBED AND SWORN TO BEFORE ME  
THIS 18TH DAY OF AUGUST, 2010.

  
\_\_\_\_\_  
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**

USB000524

JA01067

## Dene Donaldson

---

**From:** certifiedpro@walzgroup.com  
**Sent:** Tuesday, February 22, 2011 1:10 PM  
**To:** Amanda Lower; Dene Donaldson; alessi@datasewhiz.com; Dene Donaldson; Tyra Ellerbe; certifiedpro@walzgroup.com; cmitchell@walzgroup.com; lportillo@walzgroup.com; mfalcon@walzgroup.com; prothacker@walzgroup.com; jsheerwood@walzgroup.com; SBholat@walzgroup.com; CDavis@walzgroup.com; DBruce@walzgroup.com; JHouts@walzgroup.com; SMcFarland@walzgroup.com; KTabarez@walzgroup.com; SESupport@walzgroup.com; JDeckard@walzgroup.com; JBonales@walzgroup.com  
**Subject:** Alessi & Koenig, LLC (96): Import Batch #1561024 Complete

File: 18842\_NOD\_M.xml

### RECORD SUMMARY

26 Record(s) Accepted.

0 Record(s) Rejected. (If any, explanation is attached)

### LETTER SUMMARY

Certified Letters = 13 (Return Receipt = 0)

First Class Letters = 13

Certificate of Mailing = 0

Electronic Return Receipt = 13

### CASSING SUMMARY

8 Address(es) Successfully CASSed.

5 Address(es) Unsuccessfully CASSed.

### FAST FORWARDING SUMMARY

(NOTE: Only Successfully CASSed Addresses can be Fast Forwarded)

8 Address(es) queried for Fast Forwarding Address.

4 Address(es) had Fast Forwarding Address.

Server: SAN-DB-02 Database: CertifiedPro Application: SAN-IMPORT-05

THIS IS AN AUTOMATED ACKNOWLEDGEMENT FROM THE WALZ CERTIFIEDPRO SYSTEM. PLEASE DO NOT REPLY TO THIS E-MAIL.

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## Resident Transaction Detail

Active Flag Yes

Void Flag No

### ANTELOPE

Account #: 111931 Property Address: 7868 MARBLEDOE ST

Code	Date	Amount	Balance	Check#	Memo
Admin Ltr	6/9/2009	15.00	15.00		Certified Letter
FIN	7/6/2009	100.00	115.00		06/22/09: Lighting
Admin Ltr	7/7/2009	15.00	130.00		Certified Letter
Admin Ltr	9/23/2009	15.00	145.00		Certified Letter
Admin Ltr	9/23/2009	15.00	160.00		Certified Letter
Admin Ltr	10/13/2009	15.00	175.00		Certified Letter
Admin Ltr	10/13/2009	15.00	190.00		Certified Letter
FIN	10/12/2009	100.00	290.00		09/01/09: Landscape Maintenance
FIN	11/12/2009	100.00	390.00		09/01/2009: Landscape Maintenance
FIN	11/12/2009	100.00	490.00		09/01/2009: Landscape Maintenance
FIN	12/2/2009	100.00	590.00		09/01/2009: Landscape Maintenance
FIN	12/2/2009	100.00	690.00		09/01/2009: Landscape Maintenance
INTENT	1/15/2010	50.00	740.00		1st Notice
INTENT	2/18/2010	100.00	840.00		Intent to Lien
Fine	4/2/2010	100.00	940.00		09/01/09: Landscape Maintenance
Fine	4/2/2010	100.00	1,040.00		09/01/09: Landscape Maintenance
Fine	4/22/2010	100.00	1,140.00		09/01/09: Landscape Maintenance
Admin Ltr	5/28/2010	15.00	1,155.00		Certified Letter
Admin Ltr	5/28/2010	15.00	1,170.00		Certified Letter
Admin Ltr	5/28/2010	15.00	1,185.00		Certified Letter
Admin Ltr	5/28/2010	15.00	1,200.00		Certified Letter
Admin Ltr	6/23/2010	15.00	1,215.00		Certified Letter
Admin Ltr	6/23/2010	15.00	1,230.00		Certified Letter
Admin Ltr	6/23/2010	15.00	1,245.00		Certified Letter
Admin Ltr	6/23/2010	15.00	1,260.00		Certified Letter
Fine	7/1/2010	100.00	1,360.00		Landscape Maintenance 9/1/10
Fine	7/1/2010	100.00	1,460.00		Landscape Maintenance 9/1/10
Fine	8/4/2010	100.00	1,560.00		Landscape Maintenance 9/1/10
Fine	8/4/2010	100.00	1,660.00		Landscape Maintenance 9/1/10
Fine	6/22/2010	100.00	1,760.00		Unsightly 1/26/10
Fine	8/4/2010	100.00	1,860.00		Unsightly 1/26/10
Fine	8/4/2010	100.00	1,960.00		Unsightly 1/26/10
Fine	6/22/2010	100.00	2,060.00		Landscape Maintenance 3/30/10
Fine	8/4/2010	100.00	2,160.00		Landscape Maintenance 3/30/10
Fine	8/4/2010	100.00	2,260.00		Landscape Maintenance 3/30/10
Fine	6/22/2010	100.00	2,360.00		Landscape Maintenance 3/30/10
Fine	8/4/2010	100.00	2,460.00		Landscape Maintenance 9/1/09
Fine	8/4/2010	100.00	2,560.00		Landscape Maintenance 3/30/09
Fine	5/19/2010	100.00	2,660.00		Landscape Maintenance 9/1/09
Fine	5/19/2010	100.00	2,760.00		Landscape Maintenance 9/1/09

## Resident Transaction Detail

Active Flag Yes

Void Flag No

### ANTELOPE

INTENT	10/4/2010	250.00	3,010.00	Record Lien
Fine	10/21/2010	100.00	3,110.00	09/01/09: Landscape Maintenance
Fine	10/21/2010	100.00	3,210.00	03/30/10: Landscape Maintenance
Fine	10/21/2010	100.00	3,310.00	09/01/09: Landscape Maintenance
Fine	10/21/2010	100.00	3,410.00	03/30/10: Landscape Maintenance
Fine	12/27/2010	100.00	3,510.00	08/03/10: Trash
Certified Letter	12/8/2010	15.00	3,525.00	
Certified Letter	12/8/2010	15.00	3,540.00	
Certified Letter	12/28/2010	15.00	3,555.00	
Certified Letter	12/28/2010	15.00	3,570.00	
Fine	1/12/2011	100.00	3,670.00	09/01/09: Landscape Maintenance
Fine	1/12/2011	100.00	3,770.00	03/30/10: Landscape Maintenance
Fine	1/12/2011	100.00	3,870.00	08/03/10: Trash
Fine	1/12/2011	100.00	3,970.00	09/01/09: Landscape Maintenance
Fine	1/12/2011	100.00	4,070.00	03/30/10: Landscape Maintenance
Fine	1/12/2011	100.00	4,170.00	08/03/10: Trash
Fine	2/15/2011	100.00	4,270.00	09/01/09: Landscape Maintenance
Fine	2/15/2011	100.00	4,370.00	09/01/09: Landscape Maintenance
Fine	2/15/2011	100.00	4,470.00	09/01/09: Landscape Maintenance
Fine	2/15/2011	100.00	4,570.00	09/01/09: Landscape Maintenance
Fine	2/15/2011	100.00	4,670.00	09/01/09: Landscape Maintenance
Fine	2/15/2011	100.00	4,770.00	03/30/10: Landscape Maintenance
Fine	2/15/2011	100.00	4,870.00	03/30/10: Landscape Maintenance
Fine	2/15/2011	100.00	4,970.00	03/30/10: Landscape Maintenance
Fine	2/15/2011	100.00	5,070.00	03/30/10: Landscape Maintenance
Fine	2/15/2011	100.00	5,170.00	03/30/10: Landscape Maintenance
Fine	2/15/2011	100.00	5,270.00	08/03/10: Trash
Fine	2/15/2011	100.00	5,370.00	08/03/10: Trash
Fine	2/15/2011	100.00	5,470.00	08/03/10: Trash
Fine	2/15/2011	100.00	5,570.00	08/03/10: Trash
Fine	2/15/2011	100.00	5,670.00	08/03/10: Trash
Fine	3/31/2011	100.00	5,770.00	09/01/09: Landscape Maintenance
Fine	3/31/2011	100.00	5,870.00	03/30/10: Landscape Maintenance
Fine	3/31/2011	100.00	5,970.00	08/03/10: Trash
Fine	3/31/2011	100.00	6,070.00	09/01/09: Landscape Maintenance
Fine	3/31/2011	100.00	6,170.00	03/30/10: Landscape Maintenance
Fine	3/31/2011	100.00	6,270.00	08/03/10: Trash
Certified Letter	3/2/2011	15.00	6,285.00	
Certified Letter	3/2/2011	15.00	6,300.00	
Fine	5/19/2011	100.00	6,400.00	03/30/10: Landscape Maintenance
Fine	5/19/2011	100.00	6,500.00	03/30/10: Landscape Maintenance

Count: 1

Total Units: 300

## Resident Transaction Detail

Active Flag Yes

Void Flag No

### ANTELOPE

Account #: 58066 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

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### ANTELOPE

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

**Total Units:** 300

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

\* Admitted to the California Bar  
\*\* Admitted to the California, Nevada  
and Colorado Bar  
\*\*\* Admitted to the Nevada and California Bar



9500 W. Flamingo Road, Suite 100  
Las Vegas, Nevada 89147  
Telephone: 702-222-4033  
Facsimile: 702-222-4043  
[www.alessikoenig.com](http://www.alessikoenig.com)

ADDITIONAL OFFICES

AGOURA HILLS, CA  
PHONE: 818- 735-9600  
RENO NV  
PHONE: 775-626-2323  
&  
DIAMOND BAR CA  
PHONE: 909-861-8300

**Pre-Notice of Trustee Sale Notification**

June 17, 2011

Henry & Freddie Ivy  
14389 Madona Ct  
Magalia, CA 95954

Re: Antelope Homeowners Association/7868 Marbledoe Ct./HO #18842

Dear Henry & Freddie Ivy:

Please be informed that as of today's date our office has not received payment pursuant to the Notice of Delinquent Assessment Lien recorded against your property on **November 12, 2009** & the Notice of Default and Election to Sell recorded on . Please understand that failure to bring your account current or failure to contact this office by **July 2, 2011** will result in the continuation of foreclosure proceedings against your property and will include a minimum of **\$1165.00** in additional charges.

The total amount currently due is **\$2,898.39**. Please submit payment to our offices at the below listed **Nevada** address, made payable to the **Alessi & Koenig**.

Again, it is extremely important that we receive your payment by **July 2, 2011**. Should you fail to bring your delinquent account current, you could lose ownership of your home.

Should you have any questions, please contact this office at 702-222-4033.

Yours very truly,

ALESSI & KOENIG, LLC

Naomi Eden  
Legal Assistant

USB000534

JA01077



*A Multi-Jurisdictional Law Firm*

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

HUONG LAM\*\*\*

\* Admitted to the California Bar

\*\* Admitted to the California, Nevada  
and Colorado Bar

\*\*\* Admitted to the Nevada Bar

\*\*\*\* Admitted to the Nevada and California Bar

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**ADDITIONAL OFFICES**

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PHONE: 818- 735-9600

RENO NV  
PHONE: 775-626-2323  
&

DIAMOND BAR CA  
PHONE: 909-843-6590

## **AUTHORIZATION TO CONCLUDE NON-JUDICIAL FORECLOSURE AND CONDUCT TRUSTEE SALE**

Dear Board of Directors and Management:

Alessi & Koenig, LLC is processing the posting and publication of a Notice of Trustee Sale for the below referenced property. Prior to the sale taking place, Alessi & Koenig requests a member of the Board of Directors, or a managing agent of the Board of Directors, sign this authorization.

If there are no bidders at the trustee sale, the property will revert to the homeowners association (HOA); and the HOA will acquire ownership of the property. Alessi & Koenig will record a Trustee's Deed Upon Sale on behalf of the HOA and advance the real property transfer tax.

Should the property revert to the HOA, Alessi & Koenig will provide an invoice for foreclosure fees and reimbursement of costs; including transfer tax and title insurance. Alessi & Koenig fees approximate \$2,500 to \$2,950.

Delinquent homeowner's name(s): **Henry & Freddie Ivy**

Homeowner Association name: **Antelope Homeowners Association**

Delinquent homeowner's property address: **7868 Marbledoe Ct., Las Vegas, NV 89149**

Estimated Trustee Sale Date: **September 14, 2011**

Approximate amount owed bank (1<sup>st</sup> mortgage): **\$212,750.00\*** Approx Equity:

Approximate Amount owed HOA (delinquent assessment): **\$1,440.01**

Bank Foreclosing:

The undersigned has been authorized to execute this agreement on behalf of the above referenced Homeowners Association. Execution of this agreement authorizes Alessi & Koenig to conduct a public auction via trustee sale of the above referenced property.

**Signed:** \_\_\_\_\_

**Dated:** \_\_\_\_\_

AGENT for **Antelope Homeowners Association**

**USB000535**

JA01078

*\*See*

[www.eppraisal.com](http://www.eppraisal.com)



*A Multi-Jurisdictional Law Firm*

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

HUONG LAM\*\*\*

\* Admitted to the California Bar

\*\* Admitted to the California, Nevada  
and Colorado Bar

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**ADDITIONAL OFFICES**

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&  
DIAMOND BAR CA  
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Dear Board of Directors and Management:

Alessi & Koenig, LLC is processing the posting and publication of a Notice of Trustee Sale for the below referenced property. Prior to the sale taking place, Alessi & Koenig requests a member of the Board of Directors, or a managing agent of the Board of Directors, sign this authorization.

If there are no bidders at the trustee sale, the property will revert to the homeowners association (HOA); and the HOA will acquire ownership of the property. Alessi & Koenig will record a Trustee's Deed Upon Sale on behalf of the HOA and advance the real property transfer tax.

Should the property revert to the HOA, Alessi & Koenig will provide an invoice for foreclosure fees and reimbursement of costs; including transfer tax and title insurance. Alessi & Koenig fees approximate \$2,500 to \$2,950.

Delinquent homeowner's name(s): **Henry & Freddie Ivy**

Homeowner Association name: **Antelope Homeowners Association**

Delinquent homeowner's property address: **7868 Marbledoe Ct., Las Vegas, NV 89149**

Estimated Trustee Sale Date: **September 14, 2011**

Approximate amount owed bank (1<sup>st</sup> mortgage): **\$212,750.00\*** Approx Equity:

Approximate Amount owed HOA (delinquent assessment): **\$1,440.01**

Bank Foreclosing:

The undersigned has been authorized to execute this agreement on behalf of the above referenced Homeowners Association. Execution of this agreement authorizes Alessi & Koenig to conduct a public auction via trustee sale of the above referenced property.

**Signed:** \_\_\_\_\_  
AGENT for **Antelope Homeowners Association**

**Dated:** \_\_\_\_\_

**USB000537**

JA01080



*\*See*

[www.eppraisal.com](http://www.eppraisal.com)

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**

---

Title No. **021411-A-12** TSN **18842-7868** Space above for Recorder's Use

**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

**USB000539**

JA01082

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**

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Date: **June 20, 2011** 

---

By: Branko Jefic on behalf of Antelope Homeowners Association

**USB000540**

JA01083



*A Multi-Jurisdictional Law Firm*

9500 West Flamingo Road, Suite 205  
Las Vegas, Nevada 89147  
Telephone: 702-222-4033  
Facsimile: 702-222-4043  
[www.alessikoenig.com](http://www.alessikoenig.com)

**ADDITIONAL OFFICES**

AGOURA HILLS, CA  
PHONE: 818-735-9600

RENO NV  
PHONE: 775-626-2323  
&  
DIAMOND BAR CA  
PHONE: 909-843-6590

DAVID ALESSI\*

THOMAS BAYARD\*

ROBERT KOENIG\*\*

RYAN KERBOW\*\*\*\*

HUONG LAM\*\*\*

\* Admitted to the California Bar

\*\* Admitted to the California, Nevada  
and Colorado Bar

\*\*\* Admitted to the Nevada Bar

\*\*\*\* Admitted to the Nevada and California Bar

## AUTHORIZATION TO CONCLUDE NON-JUDICIAL FORECLOSURE AND CONDUCT TRUSTEE SALE

Dear Board of Directors and Management:

Alessi & Koenig, LLC is processing the posting and publication of a Notice of Trustee Sale for the below referenced property. Prior to the sale taking place, Alessi & Koenig requests a member of the Board of Directors, or a managing agent of the Board of Directors, sign this authorization.

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Should the property revert to the HOA, Alessi & Koenig will provide an invoice for foreclosure fees and reimbursement of costs; including transfer tax and title insurance. Alessi & Koenig fees approximate \$2,500 to \$2,950.

Delinquent homeowner's name(s): **Henry & Freddie Ivy**

Homeowner Association name: **Antelope Homeowners Association**

Delinquent homeowner's property address: **7868 Marbledoe Ct., Las Vegas, NV 89149**

Estimated Trustee Sale Date: **September 14, 2011**

Approximate amount owed bank (1<sup>st</sup> mortgage): **\$212,750.00\*** Approx Equity:

Approximate Amount owed HOA (delinquent assessment): **\$1,440.01**

Bank Foreclosing:

The undersigned has been authorized to execute this agreement on behalf of the above referenced Homeowners Association. Execution of this agreement authorizes Alessi & Koenig to conduct a public auction via trustee sale of the above referenced property.

Signed:   
AGENT for **Antelope Homeowners Association**

Dated: 7.11.11

USB000541

JA01084



*A Multi-Jurisdictional Law Firm*

9500 West Flamingo Road, Suite 205  
Las Vegas, Nevada 89147  
Telephone: 702-222-4033  
Facsimile: 702-222-4043  
[www.alessikoenig.com](http://www.alessikoenig.com)

**ADDITIONAL OFFICES**

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PHONE: 818-735-9600

RENO NV  
PHONE: 775-626-2323  
&  
DIAMOND BAR CA  
PHONE: 909-843-6590

DAVID ALESSI\*

THOMAS BAYARD\*

ROBERT KOENIG\*\*

RYAN KERBOW\*\*\*\*

HUONG LAM\*\*\*

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Delinquent homeowner's name(s): **Henry & Freddie Ivy**

Homeowner Association name: **Antelope Homeowners Association**

Delinquent homeowner's property address: **7868 Marbledoe Ct., Las Vegas, NV 89149**

Estimated Trustee Sale Date: **September 14, 2011**

Approximate amount owed bank (1<sup>st</sup> mortgage): **\$212,750.00\*** Approx Equity:

Approximate Amount owed HOA (delinquent assessment): **\$1,440.01**

Bank Foreclosing:

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Signed:   
AGENT for **Antelope Homeowners Association**

Dated: 7.11.11

**USB000542**

JA01085



*A Multi-Jurisdictional Law Firm*

9500 West Flamingo Road, Suite 100  
Las Vegas, Nevada 89147  
Telephone: 702-222-4033  
Facsimile: 702-222-4043  
[www.alessikoenig.com](http://www.alessikoenig.com)

**ADDITIONAL OFFICES**

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RENO NV  
PHONE: 775-626-2323  
&  
DIAMOND BAR CA  
PHONE: 909-843-6590

DAVID ALESSI\*

THOMAS BAYARD \*

ROBERT KOENIG\*\*

RYAN KERBOW\*\*\*\*

HUONG LAM\*\*\*

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and Colorado Bar

\*\*\* Admitted to the Nevada Bar

\*\*\*\* Admitted to the Nevada and California Bar

## AUTHORIZATION TO CONCLUDE NON-JUDICIAL FORECLOSURE AND CONDUCT TRUSTEE SALE

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Delinquent homeowner's name(s): **Diane Clift**

Homeowner Association name: **Antelope Homeowners Association**

Delinquent homeowner's property address: **9616 Sharphorn Ct., Las Vegas, NV 89149**

Estimated Trustee Sale Date: **May 8, 2011**

Approximate amount owed bank (1<sup>st</sup> mortgage): **\$180,750.00\*** Approx Equity:

Approximate Amount owed HOA (delinquent assessment): **\$1,062.39**

Bank Foreclosing:

The undersigned has been authorized to execute this agreement on behalf of the above referenced Homeowners Association. Execution of this agreement authorizes Alessi & Koenig to conduct a public auction via trustee sale of the above referenced property.

Signed:   
AGENT for Antelope Homeowners Association

Dated: 7.11.11

USB000543

JA01086

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

HUONG LAM\*\*\*

\* Admitted to the California Bar

\*\* Admitted to the California, Nevada  
and Colorado Bar

\*\*\* Admitted to the Nevada Bar

\*\*\*\* Admitted to the Nevada and California Bar



*A Multi-Jurisdictional Law Firm*

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Las Vegas, Nevada 89147  
Telephone: 702-222-4033  
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**ADDITIONAL OFFICES**

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PHONE: 818-735-9600

RENO NV  
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&  
DIAMOND BAR CA  
PHONE: 909-843-6590

## AUTHORIZATION TO CONCLUDE NON-JUDICIAL FORECLOSURE AND CONDUCT TRUSTEE SALE

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Delinquent homeowner's name(s): **Gladwin Torres & Jason J Ancheta**

Homeowner Association name: **Antelope Homeowners Association**

Delinquent homeowner's property address: **7805 Hornstone Ct, Las Vegas, NV 89149**

Estimated Trustee Sale Date: **September 14, 2011**

Approximate amount owed bank (1<sup>st</sup> mortgage): **\$270,741.00\*** Approx Equity:

Approximate Amount owed HOA (delinquent assessment): **\$981.43**

Bank Foreclosing:

The undersigned has been authorized to execute this agreement on behalf of the above referenced Homeowners Association. Execution of this agreement authorizes Alessi & Koenig to conduct a public auction via trustee sale of the above referenced property.

Signed:   
AGENT for **Antelope Homeowners Association**

Dated: 7.16.11

USB000544

JA01087

Showing **1 - 12** of **12 (0.187 seconds)****Search Results**Searched for Parcel Id that **Begins with '125-18-112-069'****You must login to purchase documents.**[Click Here to Login.](#)

<b>1</b>									
[row]	First Party Name	First Cross Party Name	Instrument #	Document Type	Modifier	RecordDate	Parcel #	Remarks	Total Value
1	GREYSTONE NEVADA LLC	GREYSTONE NEVADA LLC	200505230004226	NOTICE	COMPLETION	5/23/2005	125-18-112-069		\$0.00
2	GREYSTONE NEVADA LLC	IVY, HENRY E	200505230004227	DEED		5/23/2005	125-18-112-069		\$265,999.00
3	IVY, HENRY E	UNIVERSAL AMERICAN MORTGAGE COMPANY LLC	200505230004228	DEED OF TRUST		5/23/2005	125-18-112-069		\$0.00
4	IVY, HENRY E	UNIVERSAL AMERICAN MORTGAGE COMPANY LLC	200505230004229	DEED OF TRUST		5/23/2005	125-18-112-069		\$0.00
5	IVY, HENRY E	UNIVERSAL AMERICAN MORTGAGE COMPANY LLC	200510200003872	DEED OF TRUST		10/20/2005	125-18-112-069		\$0.00
6	GREYSTONE NEVADA LLC	IVY, HENRY E	200610030004304	DEED		10/3/2006	125-18-112-069		\$0.00
7	IVY, HENRY E	RECONTRUST COMPANY NA	200908260000352	DEFAULT & ELECTION TO SELL		8/26/2009	125-18-112-069		\$0.00
8	IVY, HENRY E	REPUBLIC SERVICES	200910230000229	LIEN		10/23/2009	125-18-112-069		\$0.00
9	IVY, HENRY	ANTELOPE HOMEOWNERS ASSOCIATION	200911120004474	LIEN		11/12/2009	125-18-112-069		\$0.00
10	E, IVY HENRY	LAS VEGAS CITY	201008230004765	LIEN		8/23/2010	125-18-112-069		\$0.00
11	IVY, HENRY	ANTELOPE HOA	201010190001557	LIEN		10/19/2010	125-18-112-069		\$0.00
12	IVY, HENRY	ANTELOPE HOMEOWNERS ASSOCIATION	201102170001289	DEFAULT		2/17/2011	125-18-112-069		\$0.00
<b>1</b>									

USB000545

JA01088



Henry Ivy  
7868 Marbledoe Ct.  
Las Vegas, NV 89149

Freddie Ivy  
7868 Marbledoe Ct.  
Las Vegas, NV 89149

18842  
Henry Ivy  
14389 Madona Ct  
Magalia, CA 95954

Freddie Ivy  
14389 Madona Ct  
Magalia, CA 95954

UNIVERSAL AMERICAN MORTGAGE COM  
SECONDARY MARKETING OPS  
LOAN NO. 0006650683  
311 PARK PLACE BLVD, SUITE 500  
CLEARWATER, FL 33759-3999

UNIVERSAL AMERICAN MORTGAGE COM  
LOAN NO. 0006650683  
3765 EAST SUNSET RD, SUITE B1  
LAS VEGAS, NV 89120

UNIVERSAL AMERICAN MORTGAGE COM  
LOAN NO. 0006650683  
700 NW 107TH AVE. 3RD FLOOR  
MIAMI, FL 33172-3139

MERS  
MIN 100059600066507828  
P.O. BOX 2026  
FLINT, MI 48501-2026

UNIVERSAL AMERICAN MORTGAGE COM  
SECONDARY MARKETING OPS  
LOAN NO 0006650782  
311 PARK PLACE BLVD, SUITE 900  
CLEARWATER, FL 33759-3999

UNIVERSAL AMERICAN MORTGAGE COM  
LOAN NO 0006650782  
3765 EAST SUNSET RD. SUITE B1  
LAS VEGAS, NV 89120

RECONTRUST COMPANY  
TS NO. 09-0101143  
2380 PERFORMANCE DR, TX2-985-07-03  
RICHARDSON, TX 75082

REPUBLIC SERVICES  
ACCT#10-61705-3  
PO BOX 98508  
LAS VEGAS, NV 89193-8508

CITY OF LAS VEGAS SEWER  
CYCLE BILLING NO. 06-016053  
400 E. STEWART AVE.  
LAS VEGAS, NV 89101

OMBUDSMANS OFFICE  
251 E. SAHARA AVE #205  
LAS VEGAS, NV 89104  
RE: GORDON MILDEN

NOT MAILINGS

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251 E. SAHARA AVE #205  
LAS VEGAS NV 89104  
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Total

Sent To  
Street, or PO  
City, State, ZIP+4

CITY OF LAS VEGAS SEWER  
CYCLE BILLING NO. 06-016053  
400 E. STEWART AVE.  
LAS VEGAS, NV 89101

Postmark Here

PS Form 3800, August 2006 See Reverse for Instructions

USB000546

JA01089

7011 1150 0000 8021 7530

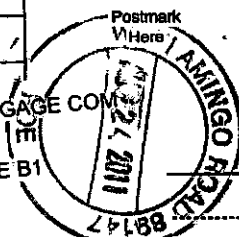
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 LOAN NO 0006650782  
 3765 EAST SUNSET RD. SUITE B1  
 LAS VEGAS, NV 89120



PS Form 3800, August 2006

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7011 1150 0000 8021 7554

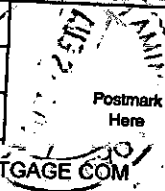
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UNIVERSAL AMERICAN MORTGAGE COM  
 LOAN NO. 0006650683  
 700 NW 107TH AVE. 3RD FLOOR  
 MIAMI, FL 33172-3139



PS Form 3800, August 2006

See Reverse for Instructions

7011 1150 0000 8021 7547

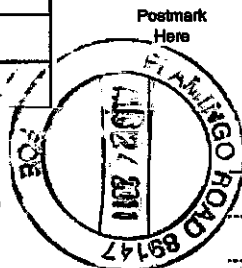
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 (Endorsement Required)  
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 (Endorsement Required)

Total Freddie Ivy  
 14389 Madona Ct  
 Magalia, CA 95954



PS Form 3800, August 2006

See Reverse for Instructions

7011 1150 0000 8021 7561

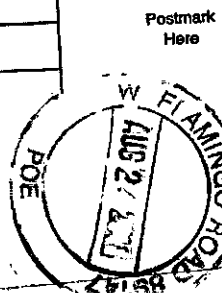
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 Return Receipt Fee  
 (Endorsement Required)  
 Restricted Delivery Fee  
 (Endorsement Required)

To Henry Ivy  
 7868 Marbledoe Ct.  
 Las Vegas, NV 89149



PS Form 3800, August 2006

See Reverse for Instructions

7011 1150 0000 8021 7578

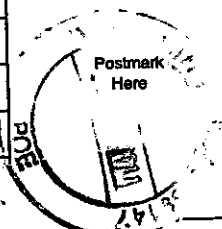
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 Restricted Delivery Fee  
 (Endorsement Required)

Total Postage & Fees  
 RECONTRUST COMPANY  
 TS NO. 09-0101143  
 2380 PERFORMANCE DR, TX2-985-07-03  
 RICHARDSON, TX 75082



PS Form

See Reverse for Instructions

7011 1150 0000 8021 7585

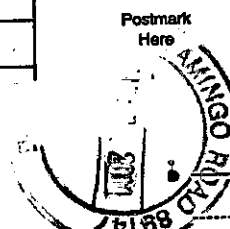
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 MIN 100059600066507828  
 P.O. BOX 2026  
 FLINT, MI 48501-2026



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USB000547

JA01090

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Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		

Total P: **UNIVERSAL AMERICAN MORTGAGE COM**  
**SECONDARY MARKETING OPS**  
**LOAN NO. 0006650683**  
**311 PARK PLACE BLVD, SUITE 500**  
**CLEARWATER, FL 33759-3999**

Sent To: **W FLAMINGO ROAD**  
**US 2 2011**

Street, Ap or PO Box  
City, State

PS Form 3800, August 2006 See Reverse for Instructions

7011 1150 0000 8021 7608

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Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		

Total P: **Freddie Ivy**  
**7868 Marbledoe Ct.**

Sent To: **Las Vegas, NV 89149**

Street, Ap or PO Box  
City, State

PS Form 3800, August 2006 See Reverse for Instructions

7011 1150 0000 8021 7615

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Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		

Total P: **REPUBLIC SERVICES**  
**ACCT#10-61705-3**  
**PO BOX 98508**  
**LAS VEGAS, NV 89193-8508**

Sent To: **W FLAMINGO ROAD**  
**US 1**

Street, Ap or PO Box  
City, State

PS Form 3800, August 2006 See Reverse for Instructions

7011 1150 0000 8021 7622

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**OFFICIAL USE**

Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		

Total P: **UNIVERSAL AMERICAN MORTGAGE COM**  
**SECONDARY MARKETING OPS**  
**LOAN NO 0006650782**  
**311 PARK PLACE BLVD, SUITE 500**  
**CLEARWATER, FL 33759-3999**

Sent To: **W FLAMINGO ROAD**  
**US 1**

Street, Ap or PO Box  
City, State

PS Form 3800, August 2006 See Reverse for Instructions

7011 1150 0000 8021 7639

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**OFFICIAL USE**

Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		

Total P: **UNIVERSAL AMERICAN MORTGAGE COM**  
**LOAN NO. 0006650683**  
**3765 EAST SUNSET RD, SUITE B1**  
**LAS VEGAS, NV 89120**

Sent To: **W FLAMINGO ROAD**  
**US 2 2011**

Street, Ap or PO Box  
City, State

PS Form 3800, August 2006 See Reverse for Instructions

7011 1150 0000 8021 7646

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For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		

Total P: **Henry Ivy**  
**14389 Madona Ct**  
**Magalia, CA 95954**

Sent To: **W FLAMINGO ROAD**  
**US 2 2011**

Street, Ap or PO Box  
City, State

PS Form 3800, August 2006 See Reverse for Instructions

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 

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By: Branko Jetic on behalf of Antelope Homeowners Association

USB000549

JA01092



*A Multi-Jurisdictional Law Firm*

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

HUONG LAM\*\*\*

\* Admitted to the California Bar

\*\* Admitted to the California, Nevada  
and Colorado Bar

\*\*\* Admitted to the Nevada Bar

\*\*\*\* Admitted to the Nevada and California Bar

9500 West Flamingo Road, Suite 205  
Las Vegas, Nevada 89147  
Telephone: 702-222-4033  
Facsimile: 702-222-4043  
[www.alessikoenig.com](http://www.alessikoenig.com)

**ADDITIONAL OFFICES**

AGOURA HILLS, CA  
PHONE: 818- 735-9600

RENO NV  
PHONE: 775-626-2323  
&

DIAMOND BAR CA  
PHONE: 909-843-6590

## **AUTHORIZATION TO CONCLUDE NON-JUDICIAL FORECLOSURE AND CONDUCT TRUSTEE SALE**

Dear Board of Directors and Management:

Alessi & Koenig, LLC is processing the posting and publication of a Notice of Trustee Sale for the below referenced property. Prior to the sale taking place, Alessi & Koenig requests a member of the Board of Directors, or a managing agent of the Board of Directors, sign this authorization.

If there are no bidders at the trustee sale, the property will revert to the homeowners association (HOA); and the HOA will acquire ownership of the property. Alessi & Koenig will record a Trustee's Deed Upon Sale on behalf of the HOA and advance the real property transfer tax.

Should the property revert to the HOA, Alessi & Koenig will provide an invoice for foreclosure fees and reimbursement of costs; including transfer tax and title insurance. Alessi & Koenig fees approximate \$2,500 to \$2,950.

Delinquent homeowner's name(s): **HENRY E & FREDDIE S IVY**

Homeowner Association name: **Antelope Homeowners Association**

Delinquent homeowner's property address: **7868 Marbledoe Ct., Las Vegas, NV 89149**

Estimated Trustee Sale Date: **May 9, 2012**

Approximate amount owed bank (1<sup>st</sup> mortgage): **\$212,750.00\*** Approx Equity:

Approximate Amount owed HOA (delinquent assessment): **\$1,440.01**

Bank Foreclosing:

The undersigned has been authorized to execute this agreement on behalf of the above referenced Homeowners Association. Execution of this agreement authorizes Alessi & Koenig to conduct a public auction via trustee sale of the above referenced property.

**Signed:** \_\_\_\_\_

AGENT for **Antelope Homeowners Association**

**Dated:** \_\_\_\_\_

\*See [www.eppraisal.com](http://www.eppraisal.com)

**USB000550**

JA01093



*A Multi-Jurisdictional Law Firm*

9500 West Flamingo Road, Suite 205  
Las Vegas, Nevada 89147  
Telephone: 702-222-4033  
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and Colorado Bar

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\*\*\*\* Admitted to the Nevada and California Bar

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Delinquent homeowner's name(s): **HENRY E & FREDDIE S IVY**

Homeowner Association name: **Antelope Homeowners Association**

Delinquent homeowner's property address: **7868 Marbledoe Ct., Las Vegas, NV 89149**

Estimated Trustee Sale Date: **May 9, 2012**

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Approximate Amount owed HOA (delinquent assessment): **\$1,440.01**

Bank Foreclosing:

The undersigned has been authorized to execute this agreement on behalf of the above referenced Homeowners Association. Execution of this agreement authorizes Alessi & Koenig to conduct a public auction via trustee sale of the above referenced property.

**Signed:** \_\_\_\_\_  
AGENT for **Antelope Homeowners Association**

**Dated:** \_\_\_\_\_

\*See [www.eppraisal.com](http://www.eppraisal.com)

**USB000551**

JA01094

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

---

Space above for Recorder's Use

APN: **125-18-112-069**

Title No. **021411-A-12**

TSN **18842-7868**

### **NOTICE OF TRUSTEE'S SALE**

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#### **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:

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

**USB000552**

JA01095

## Resident Transaction Detail

Active Flag Yes

Void Flag No

### ANTELOPE

Account #: 58066 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

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### ANTELOPE

Late Fee	5/31/2011	6.14	1,401.15	
Assessment	6/1/2011	45.00	1,446.15	Assessment
Late Fee	6/16/2011	2.25	1,448.40	
Late Fee	6/30/2011	6.37	1,454.77	
Assessment	7/1/2011	45.00	1,499.77	Assessment
Late Fee	7/16/2011	2.25	1,502.02	
Late Fee	7/31/2011	6.61	1,508.63	
Assessment	8/1/2011	45.00	1,553.63	Assessment
Late Fee	8/16/2011	2.25	1,555.88	
Late Fee	8/31/2011	6.85	1,562.73	
Assessment	9/1/2011	45.00	1,607.73	Assessment
Late Fee	9/16/2011	2.25	1,609.98	
Late Fee	9/30/2011	7.08	1,617.06	
Assessment	10/1/2011	45.00	1,662.06	Assessment
Late Fee	10/16/2011	2.25	1,664.31	
Late Fee	10/31/2011	7.32	1,671.63	
Late Fee	11/16/2011	2.25	1,673.88	
Assessment	12/1/2011	45.00	1,718.88	Assessment
Late Fee	12/16/2011	2.25	1,721.13	
Late Fee	12/31/2011	7.57	1,728.70	
Assessment	1/1/2012	45.00	1,773.70	Assessment
Late Fee	1/16/2012	2.25	1,775.95	
Late Fee	1/31/2012	7.81	1,783.76	
Assessment	2/1/2012	45.00	1,828.76	Assessment
Late Fee	2/16/2012	2.25	1,831.01	
Late Fee	2/29/2012	8.06	1,839.07	
Assessment	3/1/2012	45.00	1,884.07	Assessment
Late Fee	3/16/2012	2.25	1,886.32	
Late Fee	3/31/2012	8.30	1,894.62	
Assessment	4/1/2012	45.00	1,939.62	Assessment

**Count:** 1

**Total Units:** 300

## Resident Transaction Detail

Active Flag Yes

Void Flag No

### ANTELOPE

Account #: 111931 Property Address: 7868 MARBLEDOE ST

Code	Date	Amount	Balance	Check#	Memo
Admin Ltr	6/9/2009	15.00	15.00		Certified Letter
FIN	7/6/2009	100.00	115.00		06/22/09: Lighting
Admin Ltr	7/7/2009	15.00	130.00		Certified Letter
Admin Ltr	9/23/2009	15.00	145.00		Certified Letter
Admin Ltr	9/23/2009	15.00	160.00		Certified Letter
Admin Ltr	10/13/2009	15.00	175.00		Certified Letter
Admin Ltr	10/13/2009	15.00	190.00		Certified Letter
FIN	10/12/2009	100.00	290.00		09/01/09: Landscape Maintenance
FIN	11/12/2009	100.00	390.00		09/01/2009: Landscape Maintenance
FIN	11/12/2009	100.00	490.00		09/01/2009: Landscape Maintenance
FIN	12/2/2009	100.00	590.00		09/01/2009: Landscape Maintenance
FIN	12/2/2009	100.00	690.00		09/01/2009: Landscape Maintenance
INTENT	1/15/2010	50.00	740.00		1st Notice
INTENT	2/18/2010	100.00	840.00		Intent to Lien
Fine	4/2/2010	100.00	940.00		09/01/09: Landscape Maintenance
Fine	4/2/2010	100.00	1,040.00		09/01/09: Landscape Maintenance
Fine	4/22/2010	100.00	1,140.00		09/01/09: Landscape Maintenance
Admin Ltr	5/28/2010	15.00	1,155.00		Certified Letter
Admin Ltr	5/28/2010	15.00	1,170.00		Certified Letter
Admin Ltr	5/28/2010	15.00	1,185.00		Certified Letter
Admin Ltr	5/28/2010	15.00	1,200.00		Certified Letter
Admin Ltr	6/23/2010	15.00	1,215.00		Certified Letter
Admin Ltr	6/23/2010	15.00	1,230.00		Certified Letter
Admin Ltr	6/23/2010	15.00	1,245.00		Certified Letter
Admin Ltr	6/23/2010	15.00	1,260.00		Certified Letter
Fine	7/1/2010	100.00	1,360.00		Landscape Maintenance 9/1/10
Fine	7/1/2010	100.00	1,460.00		Landscape Maintenance 9/1/10
Fine	8/4/2010	100.00	1,560.00		Landscape Maintenance 9/1/10
Fine	8/4/2010	100.00	1,660.00		Landscape Maintenance 9/1/10
Fine	6/22/2010	100.00	1,760.00		Unightly 1/26/10
Fine	8/4/2010	100.00	1,860.00		Unightly 1/26/10
Fine	8/4/2010	100.00	1,960.00		Unightly 1/26/10
Fine	6/22/2010	100.00	2,060.00		Landscape Maintenance 3/30/10
Fine	8/4/2010	100.00	2,160.00		Landscape Maintenance 3/30/10
Fine	8/4/2010	100.00	2,260.00		Landscape Maintenance 3/30/10
Fine	6/22/2010	100.00	2,360.00		Landscape Maintenance 3/30/10
Fine	8/4/2010	100.00	2,460.00		Landscape Maintenance 9/1/09
Fine	8/4/2010	100.00	2,560.00		Landscape Maintenance 3/30/09
Fine	5/19/2010	100.00	2,660.00		Landscape Maintenance 9/1/09
Fine	5/19/2010	100.00	2,760.00		Landscape Maintenance 9/1/09

## Resident Transaction Detail

Active Flag Yes

Void Flag No

### ANTELOPE

INTENT	10/4/2010	250.00	3,010.00	Record Lien
Fine	10/21/2010	100.00	3,110.00	09/01/09: Landscape Maintenance
Fine	10/21/2010	100.00	3,210.00	03/30/10: Landscape Maintenance
Fine	10/21/2010	100.00	3,310.00	09/01/09: Landscape Maintenance
Fine	10/21/2010	100.00	3,410.00	03/30/10: Landscape Maintenance
Fine	12/27/2010	100.00	3,510.00	08/03/10: Trash
Certified Letter	12/8/2010	15.00	3,525.00	
Certified Letter	12/8/2010	15.00	3,540.00	
Certified Letter	12/28/2010	15.00	3,555.00	
Certified Letter	12/28/2010	15.00	3,570.00	
Fine	1/12/2011	100.00	3,670.00	09/01/09: Landscape Maintenance
Fine	1/12/2011	100.00	3,770.00	03/30/10: Landscape Maintenance
Fine	1/12/2011	100.00	3,870.00	08/03/10: Trash
Fine	1/12/2011	100.00	3,970.00	09/01/09: Landscape Maintenance
Fine	1/12/2011	100.00	4,070.00	03/30/10: Landscape Maintenance
Fine	1/12/2011	100.00	4,170.00	08/03/10: Trash
Fine	2/15/2011	100.00	4,270.00	09/01/09: Landscape Maintenance
Fine	2/15/2011	100.00	4,370.00	09/01/09: Landscape Maintenance
Fine	2/15/2011	100.00	4,470.00	09/01/09: Landscape Maintenance
Fine	2/15/2011	100.00	4,570.00	09/01/09: Landscape Maintenance
Fine	2/15/2011	100.00	4,670.00	09/01/09: Landscape Maintenance
Fine	2/15/2011	100.00	4,770.00	03/30/10: Landscape Maintenance
Fine	2/15/2011	100.00	4,870.00	03/30/10: Landscape Maintenance
Fine	2/15/2011	100.00	4,970.00	03/30/10: Landscape Maintenance
Fine	2/15/2011	100.00	5,070.00	03/30/10: Landscape Maintenance
Fine	2/15/2011	100.00	5,170.00	03/30/10: Landscape Maintenance
Fine	2/15/2011	100.00	5,270.00	08/03/10: Trash
Fine	2/15/2011	100.00	5,370.00	08/03/10: Trash
Fine	2/15/2011	100.00	5,470.00	08/03/10: Trash
Fine	2/15/2011	100.00	5,570.00	08/03/10: Trash
Fine	2/15/2011	100.00	5,670.00	08/03/10: Trash
Fine	3/31/2011	100.00	5,770.00	09/01/09: Landscape Maintenance
Fine	3/31/2011	100.00	5,870.00	03/30/10: Landscape Maintenance
Fine	3/31/2011	100.00	5,970.00	08/03/10: Trash
Fine	3/31/2011	100.00	6,070.00	09/01/09: Landscape Maintenance
Fine	3/31/2011	100.00	6,170.00	03/30/10: Landscape Maintenance
Fine	3/31/2011	100.00	6,270.00	08/03/10: Trash
Certified Letter	3/2/2011	15.00	6,285.00	
Certified Letter	3/2/2011	15.00	6,300.00	
Fine	5/19/2011	100.00	6,400.00	03/30/10: Landscape Maintenance
Fine	5/19/2011	100.00	6,500.00	03/30/10: Landscape Maintenance
Fine	6/3/2011	100.00	6,600.00	07/19/10: Lighting
Certified Letter	6/3/2011	15.00	6,615.00	Certified Letter

## Resident Transaction Detail

Active Flag Yes

Void Flag No

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### ANTELOPE

Certified Letter	6/3/2011	15.00	6,630.00	Certified Letter
Fine	10/26/2011	100.00	6,730.00	07/19/10: Lighting
Fine	10/26/2011	100.00	6,830.00	07/19/10: Lighting
Fine	12/15/2011	100.00	6,930.00	08/10/11: Unsightly
Certified Letter	12/5/2011	15.00	6,945.00	Certified Letter
Certified Letter	12/5/2011	15.00	6,960.00	Certified Letter
Certified Letter	12/5/2011	15.00	6,975.00	Certified Letter
Fine	1/10/2012	100.00	7,075.00	08/10/11: Unsightly
Fine	1/10/2012	100.00	7,175.00	08/10/11: Unsightly
Fine	2/9/2012	100.00	7,275.00	08/10/11: Unsightly
Fine	2/9/2012	100.00	7,375.00	08/10/11: Unsightly
Fine	3/7/2012	100.00	7,475.00	08/10/11: Unsightly
Fine	3/7/2012	100.00	7,575.00	08/10/11: Unsightly
Fine	4/4/2012	100.00	7,675.00	08/10/11: Unsightly
Fine	4/4/2012	100.00	7,775.00	08/10/11: Unsightly

**Count:** 1

**Total Units:** 300

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, 2<sup>nd</sup> 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



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

USB000561

JA01104



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

---

Space above for Recorder's Use

APN: **125-18-112-069**

Title No. **20120409-04-P**

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, 2<sup>nd</sup> Floor)

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Date: **June 7, 2012**

---

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

**USB000562**

JA01105



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:**

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Date: **June 7, 2012**

---

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

**USB000564**

JA01107



18842

Henry E. Ivy  
7868 Marbledoe Ct.

Freddie S. Ivy  
7868 Marbledoe Ct.

Henry E. Ivy  
14389 Madona Ct

Las Vegas, NV 89149-3740

Las Vegas, NV 89149-3740

Magalia, CA 95954

Freddie S. Ivy  
14389 Madona Ct

Universal American Mortgage Company LLC  
311 Park Place Blvd, Suite 500

Universal American Mortgage Company LLC  
3765 East Sunset Rd, Suite B1

Magalia, CA 95954

CLEARWATER, FL 33759-3999

LAS VEGAS, NV 89120

Universal American Mortgage Company LLC  
700 NW 107TH AVE. 3RD FLOOR

MERS  
P.O. BOX 2026

RECONTRUST COMPANY  
2380 PERFORMANCE DR, TX2-985-07-03

MIAMI, FL 33172-3139

FLINT, MI 48501-2026

RICHARDSON, TX 75082

REPUBLIC SERVICES  
PO BOX 98508

CITY OF LAS VEGAS SEWER  
400 E. STEWART AVE.

Law Offices of Dale Haley  
3690 S Eastern Ave. Ste 210

LAS VEGAS, NV 89193-8508

LAS VEGAS, NV 89101

Las Vegas, NV 89169

OMBUDSMANS OFFICE  
Attn: GORDAN MILDEN  
2501 E. SAHARA AVE #205  
LAS VEGAS, NV 89104

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Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage	
Sent To	Henry E. Ivy 7868 Marbledoe Ct. Las Vegas, NV 89149-3740
Street, Apt. No. or PO Box No.	
City, State, ZIP	
PS Form 3800, August 2000 See Reverse for Instructions	

7012 0470 0002 4447 3669

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11-2000  
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NOTS MAILINGS

USB000566

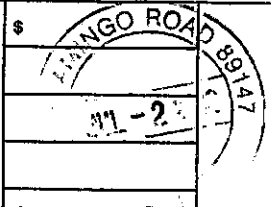
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Return Receipt Fee (Endorsement Required)			
Restricted Delivery Fee (Endorsement Required)			

Total Postage

Freddie S. Ivy  
 7868 Marbledoe Ct.  
 Las Vegas, NV 89149-3740

Sent To

Street, Apt. No.,  
 or PO Box No.  
 City, State, ZIP+

PS Form 3800, August 2006

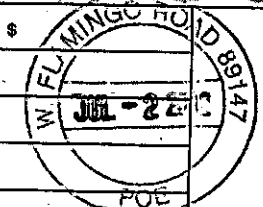
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Certified Fee			
Return Receipt Fee (Endorsement Required)			
Restricted Delivery Fee (Endorsement Required)			

Total Postage

Henry E. Ivy  
 14389 Madona Ct  
 Magalia, CA 95954

Sent To

Street, Apt. No.,  
 or PO Box No.  
 City, State, ZIP+

PS Form 3800, August 2006

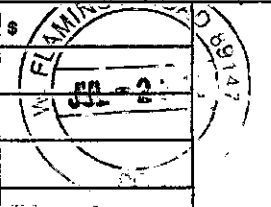
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Return Receipt Fee (Endorsement Required)			
Restricted Delivery Fee (Endorsement Required)			

Total Postage

Freddie S. Ivy  
 14389 Madona Ct  
 Magalia, CA 95954

Sent To

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 City, State, ZIP+

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Certified Fee			
Return Receipt Fee (Endorsement Required)			
Restricted Delivery Fee (Endorsement Required)			

Total Postage

Universal American Mortgage Company LLC  
 311 Park Place Blvd, Suite 500  
 CLEARWATER, FL 33759-3999

Sent To

Street, Apt. No.,  
 or PO Box No.  
 City, State, ZIP+

PS Form 3800, August 2006

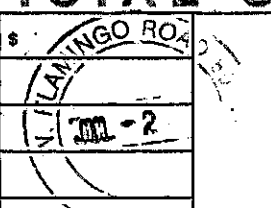
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Postage	\$		Postmark Here
Certified Fee			
Return Receipt Fee (Endorsement Required)			
Restricted Delivery Fee (Endorsement Required)			

Total Postage

Universal American Mortgage Company LLC  
 3765 East Sunset Rd, Suite B1  
 LAS VEGAS, NV 89120

Sent To

Street, Apt. No.,  
 or PO Box No.  
 City, State, ZIP+

PS Form 3800, August 2006

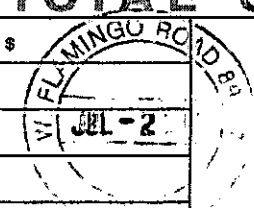
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Postage	\$		Postmark Here
Certified Fee			
Return Receipt Fee (Endorsement Required)			
Restricted Delivery Fee (Endorsement Required)			

Total Postage & Fees

Universal American Mortgage Company LLC  
 700 NW 107TH AVE. 3RD FLOOR  
 MIAMI, FL 33172-3139

Sent To

Street, Apt. No.,  
 or PO Box No.  
 City, State, ZIP+

PS Form 3800, August 2006

USP000567

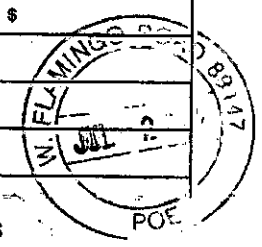
JA01110

7012 0470 0002 4447 3737

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Postage	\$		Postmark Here
Certified Fee			
Return Receipt Fee (Endorsement Required)			
Restricted Delivery Fee (Endorsement Required)			
Total Postage			
Sent To <b>MERS</b>			
P.O. BOX 2026			
Street, Apt. No. or PO Box No. <b>FLINT, MI 48501-2026</b>			
City, State, ZIP			

PS Form 3800, August 2005

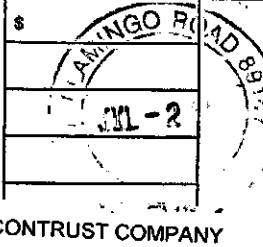
See Reverse for Instructions

7012 0470 0002 4447 3744

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Return Receipt Fee (Endorsement Required)			
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Sent To <b>RECONTRUST COMPANY</b>			
2380 PERFORMANCE DR, TX-985-07-03			
Street, Apt. No. or PO Box No. <b>RICHARDSON, TX 75082</b>			
City, State, ZIP			

PS Form 3800, August 2005

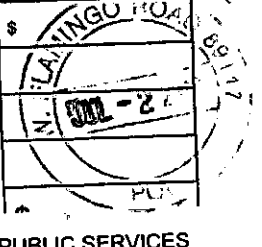
See Reverse for Instructions

7012 0470 0002 4447 3751

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Postage	\$		Postmark Here
Certified Fee			
Return Receipt Fee (Endorsement Required)			
Restricted Delivery Fee (Endorsement Required)			
Total Postage			
Sent To <b>REPUBLIC SERVICES</b>			
PO BOX 98508			
Street, Apt. No. or PO Box No. <b>LAS VEGAS, NV 89193-8508</b>			
City, State, ZIP			

PS Form 3800, August 2005

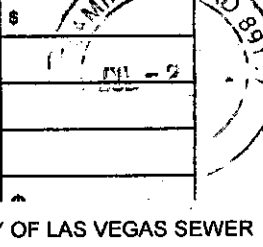
See Reverse for Instructions

7012 0470 0002 4447 3768

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**OFFICIAL USE**

Postage	\$		Postmark Here
Certified Fee			
Return Receipt Fee (Endorsement Required)			
Restricted Delivery Fee (Endorsement Required)			
Total Postage			
Sent To <b>CITY OF LAS VEGAS SEWER</b>			
400 E. STEWART AVE.			
Street, Apt. No. or PO Box No. <b>LAS VEGAS, NV 89101</b>			
City, State, ZIP			

PS Form 3800, August 2005

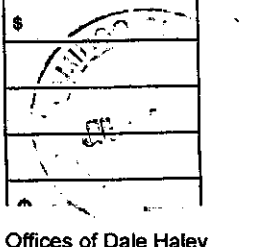
See Reverse for Instructions

7012 0470 0002 4447 3775

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**OFFICIAL USE**

Postage	\$		Postmark Here
Certified Fee			
Return Receipt Fee (Endorsement Required)			
Restricted Delivery Fee (Endorsement Required)			
Total Postage			
Sent To <b>Law Offices of Dale Haley</b>			
3690 S Eastern Ave. Ste 210			
Street, Apt. No. or PO Box No. <b>Las Vegas, NV 89169</b>			
City, State, ZIP			

PS Form 3800, August 2005

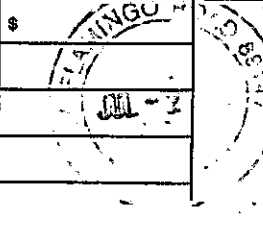
See Reverse for Instructions

7012 0470 0002 4447 3782

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Postage	\$		Postmark Here
Certified Fee			
Return Receipt Fee (Endorsement Required)			
Restricted Delivery Fee (Endorsement Required)			
Total Postage			
Sent To <b>OMBUDSMANS OFFICE</b>			
Attn: GORDAN MILDEN			
2501 E. SAHARA AVE #205			
City, State, ZIP <b>LAS VEGAS, NV 89104</b>			

PS Form 3800, August 2005

See Reverse for Instructions

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.**

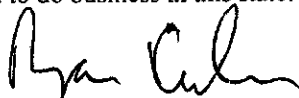
#### **NOTICE IS HEREBY GIVEN THAT:**

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, 2<sup>nd</sup> 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



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

**USB000569**

JA01112



## Resident Transaction Detail

Active Flag Yes

Void Flag No

### ANTELOPE

Account #: 58066 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

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### ANTELOPE

Late Fee	5/31/2011	6.14	1,401.15	
Assessment	6/1/2011	45.00	1,446.15	Assessment
Late Fee	6/16/2011	2.25	1,448.40	
Late Fee	6/30/2011	6.37	1,454.77	
Assessment	7/1/2011	45.00	1,499.77	Assessment
Late Fee	7/16/2011	2.25	1,502.02	
Late Fee	7/31/2011	6.61	1,508.63	
Assessment	8/1/2011	45.00	1,553.63	Assessment
Late Fee	8/16/2011	2.25	1,555.88	
Late Fee	8/31/2011	6.85	1,562.73	
Assessment	9/1/2011	45.00	1,607.73	Assessment
Late Fee	9/16/2011	2.25	1,609.98	
Late Fee	9/30/2011	7.08	1,617.06	
Assessment	10/1/2011	45.00	1,662.06	Assessment
Late Fee	10/16/2011	2.25	1,664.31	
Late Fee	10/31/2011	7.32	1,671.63	
Late Fee	11/16/2011	2.25	1,673.88	
Assessment	12/1/2011	45.00	1,718.88	Assessment
Late Fee	12/16/2011	2.25	1,721.13	
Late Fee	12/31/2011	7.57	1,728.70	
Assessment	1/1/2012	45.00	1,773.70	Assessment
Late Fee	1/16/2012	2.25	1,775.95	
Late Fee	1/31/2012	7.81	1,783.76	
Assessment	2/1/2012	45.00	1,828.76	Assessment
Late Fee	2/16/2012	2.25	1,831.01	
Late Fee	2/29/2012	8.06	1,839.07	
Assessment	3/1/2012	45.00	1,884.07	Assessment
Late Fee	3/16/2012	2.25	1,886.32	
Late Fee	3/31/2012	8.30	1,894.62	
Assessment	4/1/2012	45.00	1,939.62	Assessment
Late Fee	4/16/2012	2.25	1,941.87	
Late Fee	4/30/2012	8.54	1,950.41	
Assessment	5/1/2012	45.00	1,995.41	Assessment
Late Fee	5/16/2012	2.25	1,997.66	
Assessment	6/1/2012	45.00	2,042.66	Assessment
Late Fee	5/31/2012	8.79	2,051.45	
Late Fee	6/16/2012	2.25	2,053.70	
Late Fee	6/30/2012	9.04	2,062.74	
Assessment	7/1/2012	45.00	2,107.74	Assessment

**Count:** 1

**Total Units:** 300

## Resident Transaction Detail

Active Flag Yes

Void Flag No

### ANTELOPE

Account #: 111931 Property Address: 7868 MARBLEDOE ST

Code	Date	Amount	Balance	Check#	Memo
Admin Ltr	6/9/2009	15.00	15.00		Certified Letter
FIN	7/6/2009	100.00	115.00		06/22/09: Lighting
Admin Ltr	7/7/2009	15.00	130.00		Certified Letter
Admin Ltr	9/23/2009	15.00	145.00		Certified Letter
Admin Ltr	9/23/2009	15.00	160.00		Certified Letter
Admin Ltr	10/13/2009	15.00	175.00		Certified Letter
Admin Ltr	10/13/2009	15.00	190.00		Certified Letter
FIN	10/12/2009	100.00	290.00		09/01/09: Landscape Maintenance
FIN	11/12/2009	100.00	390.00		09/01/2009: Landscape Maintenance
FIN	11/12/2009	100.00	490.00		09/01/2009: Landscape Maintenance
FIN	12/2/2009	100.00	590.00		09/01/2009: Landscape Maintenance
FIN	12/2/2009	100.00	690.00		09/01/2009: Landscape Maintenance
INTENT	1/15/2010	50.00	740.00		1st Notice
INTENT	2/18/2010	100.00	840.00		Intent to Lien
Fine	4/2/2010	100.00	940.00		09/01/09: Landscape Maintenance
Fine	4/2/2010	100.00	1,040.00		09/01/09: Landscape Maintenance
Fine	4/22/2010	100.00	1,140.00		09/01/09: Landscape Maintenance
Admin Ltr	5/28/2010	15.00	1,155.00		Certified Letter
Admin Ltr	5/28/2010	15.00	1,170.00		Certified Letter
Admin Ltr	5/28/2010	15.00	1,185.00		Certified Letter
Admin Ltr	5/28/2010	15.00	1,200.00		Certified Letter
Admin Ltr	6/23/2010	15.00	1,215.00		Certified Letter
Admin Ltr	6/23/2010	15.00	1,230.00		Certified Letter
Admin Ltr	6/23/2010	15.00	1,245.00		Certified Letter
Admin Ltr	6/23/2010	15.00	1,260.00		Certified Letter
Fine	7/1/2010	100.00	1,360.00		Landscape Maintenance 9/1/10
Fine	7/1/2010	100.00	1,460.00		Landscape Maintenance 9/1/10
Fine	8/4/2010	100.00	1,560.00		Landscape Maintenance 9/1/10
Fine	8/4/2010	100.00	1,660.00		Landscape Maintenance 9/1/10
Fine	6/22/2010	100.00	1,760.00		Unightly 1/26/10
Fine	8/4/2010	100.00	1,860.00		Unightly 1/26/10
Fine	8/4/2010	100.00	1,960.00		Unightly 1/26/10
Fine	6/22/2010	100.00	2,060.00		Landscape Maintenance 3/30/10
Fine	8/4/2010	100.00	2,160.00		Landscape Maintenance 3/30/10
Fine	8/4/2010	100.00	2,260.00		Landscape Maintenance 3/30/10
Fine	6/22/2010	100.00	2,360.00		Landscape Maintenance 3/30/10
Fine	8/4/2010	100.00	2,460.00		Landscape Maintenance 9/1/09
Fine	8/4/2010	100.00	2,560.00		Landscape Maintenance 3/30/09
Fine	5/19/2010	100.00	2,660.00		Landscape Maintenance 9/1/09
Fine	5/19/2010	100.00	2,760.00		Landscape Maintenance 9/1/09

## Resident Transaction Detail

Active Flag Yes

Void Flag No

### ANTELOPE

INTENT	10/4/2010	250.00	3,010.00	Record Lien
Fine	10/21/2010	100.00	3,110.00	09/01/09: Landscape Maintenance
Fine	10/21/2010	100.00	3,210.00	03/30/10: Landscape Maintenance
Fine	10/21/2010	100.00	3,310.00	09/01/09: Landscape Maintenance
Fine	10/21/2010	100.00	3,410.00	03/30/10: Landscape Maintenance
Fine	12/27/2010	100.00	3,510.00	08/03/10: Trash
Certified Letter	12/8/2010	15.00	3,525.00	
Certified Letter	12/8/2010	15.00	3,540.00	
Certified Letter	12/28/2010	15.00	3,555.00	
Certified Letter	12/28/2010	15.00	3,570.00	
Fine	1/12/2011	100.00	3,670.00	09/01/09: Landscape Maintenance
Fine	1/12/2011	100.00	3,770.00	03/30/10: Landscape Maintenance
Fine	1/12/2011	100.00	3,870.00	08/03/10: Trash
Fine	1/12/2011	100.00	3,970.00	09/01/09: Landscape Maintenance
Fine	1/12/2011	100.00	4,070.00	03/30/10: Landscape Maintenance
Fine	1/12/2011	100.00	4,170.00	08/03/10: Trash
Fine	2/15/2011	100.00	4,270.00	09/01/09: Landscape Maintenance
Fine	2/15/2011	100.00	4,370.00	09/01/09: Landscape Maintenance
Fine	2/15/2011	100.00	4,470.00	09/01/09: Landscape Maintenance
Fine	2/15/2011	100.00	4,570.00	09/01/09: Landscape Maintenance
Fine	2/15/2011	100.00	4,670.00	09/01/09: Landscape Maintenance
Fine	2/15/2011	100.00	4,770.00	03/30/10: Landscape Maintenance
Fine	2/15/2011	100.00	4,870.00	03/30/10: Landscape Maintenance
Fine	2/15/2011	100.00	4,970.00	03/30/10: Landscape Maintenance
Fine	2/15/2011	100.00	5,070.00	03/30/10: Landscape Maintenance
Fine	2/15/2011	100.00	5,170.00	03/30/10: Landscape Maintenance
Fine	2/15/2011	100.00	5,270.00	08/03/10: Trash
Fine	2/15/2011	100.00	5,370.00	08/03/10: Trash
Fine	2/15/2011	100.00	5,470.00	08/03/10: Trash
Fine	2/15/2011	100.00	5,570.00	08/03/10: Trash
Fine	2/15/2011	100.00	5,670.00	08/03/10: Trash
Fine	3/31/2011	100.00	5,770.00	09/01/09: Landscape Maintenance
Fine	3/31/2011	100.00	5,870.00	03/30/10: Landscape Maintenance
Fine	3/31/2011	100.00	5,970.00	08/03/10: Trash
Fine	3/31/2011	100.00	6,070.00	09/01/09: Landscape Maintenance
Fine	3/31/2011	100.00	6,170.00	03/30/10: Landscape Maintenance
Fine	3/31/2011	100.00	6,270.00	08/03/10: Trash
Certified Letter	3/2/2011	15.00	6,285.00	
Certified Letter	3/2/2011	15.00	6,300.00	
Fine	5/19/2011	100.00	6,400.00	03/30/10: Landscape Maintenance
Fine	5/19/2011	100.00	6,500.00	03/30/10: Landscape Maintenance
Fine	6/3/2011	100.00	6,600.00	07/19/10: Lighting
Certified Letter	6/3/2011	15.00	6,615.00	Certified Letter

## Resident Transaction Detail

Active Flag Yes

Void Flag No

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### ANTELOPE

Certified Letter	6/3/2011	15.00	6,630.00	Certified Letter
Fine	10/26/2011	100.00	6,730.00	07/19/10: Lighting
Fine	10/26/2011	100.00	6,830.00	07/19/10: Lighting
Fine	12/15/2011	100.00	6,930.00	08/10/11: Unsightly
Certified Letter	12/5/2011	15.00	6,945.00	Certified Letter
Certified Letter	12/5/2011	15.00	6,960.00	Certified Letter
Certified Letter	12/5/2011	15.00	6,975.00	Certified Letter
Fine	1/10/2012	100.00	7,075.00	08/10/11: Unsightly
Fine	1/10/2012	100.00	7,175.00	08/10/11: Unsightly
Fine	2/9/2012	100.00	7,275.00	08/10/11: Unsightly
Fine	2/9/2012	100.00	7,375.00	08/10/11: Unsightly
Fine	3/7/2012	100.00	7,475.00	08/10/11: Unsightly
Fine	3/7/2012	100.00	7,575.00	08/10/11: Unsightly
Fine	4/4/2012	100.00	7,675.00	08/10/11: Unsightly
Fine	4/4/2012	100.00	7,775.00	08/10/11: Unsightly
Certified Letter	6/6/2012	15.00	7,790.00	Certified Letter
Certified Letter	6/6/2012	15.00	7,805.00	Certified Letter
Certified Letter	6/6/2012	15.00	7,820.00	Certified Letter
Fine	6/20/2012	100.00	7,920.00	01/09/12: Satellite Dish
Certified Letter	6/20/2012	15.00	7,935.00	Certified Letter
Certified Letter	6/20/2012	15.00	7,950.00	Certified Letter
Certified Letter	6/20/2012	15.00	7,965.00	Certified Letter

**Count:** 1

**Total Units:** 300



## Transaction Report

Reference #: 18842

	Article Number	Ref #	Record Indicator	USPS® Service Type	Name & Address	Date Mailed	Status	USPS® Pstg. Fees
1	2226803921	18842	NOA	First-Class Mail®	Henry & Freddie Ivy 7868 MARBLEDOE ST LAS VEGAS, NV 89149-3740	10/29/2009	Unclaimed With Forwarding Address	0.44
2	71138257147371814462	18842	NOA	Certified Mail™	Henry & Freddie Ivy 7868 MARBLEDOE ST LAS VEGAS, NV 89149-3740	10/29/2009	Unclaimed With Forwarding Address	4.34
3	2247321068	18842	NOD	First-Class Mail®	Freddie Ivy 14389 MADONNA CT MAGALIA, CA 95954-9641	02/23/2011	Walz Event - Mailed	0.44
4	71969006929503067186	18842	NOD	Certified Mail™	Freddie Ivy 14389 MADONNA CT MAGALIA, CA 95954-9641	02/23/2011	RRE Event	4.34
5	2247321067	18842	NOD	First-Class Mail®	Henry Ivy 14389 MADONNA CT MAGALIA, CA 95954-9641	02/23/2011	Walz Event - Mailed	0.44
6	71969006929503067179	18842	NOD	Certified Mail™	Henry Ivy 14389 MADONNA CT MAGALIA, CA 95954-9641	02/23/2011	RRE Event	4.34
7	2247321065	18842	NOD	First-Class Mail®	Freddie Ivy 7868 MARBLEDOE ST LAS VEGAS, NV 89149-3740	02/23/2011	Unclaimed	0.44
8	71969006929503067155	18842	NOD	Certified Mail™	Freddie Ivy 7868 MARBLEDOE ST LAS VEGAS, NV 89149-3740	02/23/2011	RRE Event	4.34
9	2247321062	18842	NOD	First-Class Mail®	Henry Ivy 7868 MARBLEDOE ST LAS VEGAS, NV 89149-3740	02/23/2011	Unclaimed	0.44
10	71969006929503067131	18842	NOD	Certified Mail™	Henry Ivy 7868 MARBLEDOE ST LAS VEGAS, NV 89149-3740	02/23/2011	RRE Event	4.34
11	2247321084	18842	NOD	First-Class Mail®	Universal American Mortgage Company, Llc Secondary Marketing Ops 15550 Lightwave Dr Clearwater, FL 33760-3520	02/23/2011	Walz Event - Mailed	0.44
12	71969006929503067346	18842	NOD	Certified Mail™	Universal American Mortgage Company, Llc Secondary Marketing Ops 15550 Lightwave Dr Clearwater, FL 33760-3520	02/23/2011	RRE Event	4.34
36 Records								\$86.04
<div> <div>1 2</div> <div>Page: 1 of 2 Go</div> <div>Page size: 30 Change</div> <div>Item 1 to 30 of 36</div> </div>								

USB000578

JA01121

	Article Number	Ref #	Record Indicator	USPS® Service Type	Name & Address	Date Mailed	Status	USPS® Pstg. Fees
13	2247321083	18842	NOD	First-Class Mail®	Universal American Mortgage Company, Llc Secondary Marketing Ops 15550 Lightwave Dr Clearwater, FL 33760-3520	02/23/2011	Walz Event - Mailed	0.44
14	71969006929503067339	18842	NOD	Certified Mail™	Universal American Mortgage Company, Llc Secondary Marketing Ops 15550 Lightwave Dr Clearwater, FL 33760-3520	02/23/2011	RRE Event	4.34
15	2247321082	18842	NOD	First-Class Mail®	Freddie Ivy 410 Branchwood Dr Rio Vista, CA 94571-2249	02/23/2011	Walz Event - Mailed	0.44
16	71969006929503067322	18842	NOD	Certified Mail™	Freddie Ivy 410 Branchwood Dr Rio Vista, CA 94571-2249	02/23/2011	RRE Event	4.34
17	2247321081	18842	NOD	First-Class Mail®	Henry Ivy 410 Branchwood Dr Rio Vista, CA 94571-2249	02/23/2011	Walz Event - Mailed	0.44
18	71969006929503067315	18842	NOD	Certified Mail™	Henry Ivy 410 Branchwood Dr Rio Vista, CA 94571-2249	02/23/2011	RRE Event	4.34
19	2247321080	18842	NOD	First-Class Mail®	CITY OF LAS VEGAS SEWER CYCLE BILLING NO. 06-016053 400 E. STEWART AVE. LAS VEGAS, NV 89101	02/23/2011	Walz Event - Mailed	0.44
20	71969006929503067308	18842	NOD	Certified Mail™	CITY OF LAS VEGAS SEWER CYCLE BILLING NO. 06-016053 400 E. STEWART AVE. LAS VEGAS, NV 89101	02/23/2011	RRE Event	4.34
21	2247321079	18842	NOD	First-Class Mail®	REPUBLIC SERVICES PO BOX 98508 LAS VEGAS, NV 89193-8508	02/23/2011	Walz Event - Mailed	0.44
22	71969006929503067292	18842	NOD	Certified Mail™	REPUBLIC SERVICES PO BOX 98508 LAS VEGAS, NV 89193-8508	02/23/2011	RRE Event	4.34
23	2247321078	18842	NOD	First-Class Mail®	RECONTRUST COMPANY TS NO. 09-0101143 2380 PERFORMANCE DR, TX2-985-07-03 RICHARDSON, TX 75082	02/23/2011	Walz Event - Mailed	0.44
24	71969006929503067285	18842	NOD	Certified Mail™	RECONTRUST COMPANY TS NO. 09-0101143 2380 PERFORMANCE DR, TX2-985-07-03 RICHARDSON, TX 75082	02/23/2011	RRE Event	4.34
36 Records								\$86.04

	Article Number	Ref #	Record Indicator	USPS® Service Type	Name & Address	Date Mailed	Status	USPS® Pstg. Fees
25	2247321077	18842	NOD	First-Class Mail®	UNIVERSAL AMERICAN MORTGAGE COMPANY, LLC LOAN NO 0006650782 3765 EAST SUNSET RD. SUITE B1 LAS VEGAS, NV 89120	02/23/2011	Unclaimed	0.44
26	71969006929503067278	18842	NOD	Certified Mail™	UNIVERSAL AMERICAN MORTGAGE COMPANY, LLC LOAN NO 0006650782 3765 EAST SUNSET RD. SUITE B1 LAS VEGAS, NV 89120	02/23/2011	Unclaimed	4.34
27	2247321076	18842	NOD	First-Class Mail®	UNIVERSAL AMERICAN MORTGAGE COMPANY, LLC SECONDARY MARKETING OPS 311 PARK PLACE BLVD STE 500 CLEARWATER, FL 33759-3999	02/23/2011	Unclaimed	0.44
28	71969006929503067261	18842	NOD	Certified Mail™	UNIVERSAL AMERICAN MORTGAGE COMPANY, LLC SECONDARY MARKETING OPS 311 PARK PLACE BLVD STE 500 CLEARWATER, FL 33759-3999	02/23/2011	RRE Event	4.34
29	2247321075	18842	NOD	First-Class Mail®	MERS PO BOX 507 HERNDON, VA 20172-0507	02/23/2011	Walz Event - Mailed	0.44
30	71969006929503067254	18842	NOD	Certified Mail™	MERS PO BOX 507 HERNDON, VA 20172-0507	02/23/2011	RRE Event	4.34
	36 Records							\$86.04
<div> <div>1 2</div> <div>Page: 1 of 2 <a href="#">Go</a> Page size: 30 <a href="#">Change</a></div> <div>Item 1 to 30 of 36</div> </div>								

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Generated: 7/17/2012 12:10:25 PM

USB000580

JA01123

7/17/2012

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.**

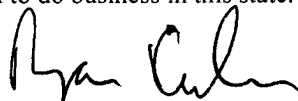
#### NOTICE IS HEREBY GIVEN THAT:

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, 2<sup>nd</sup> 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

**USB000581**

Docket 79235 Document 2020-22256

JA01124

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

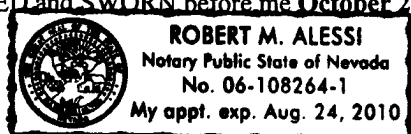
Alessi & Koenig, LLC on behalf of **Antelope Homeowners Association**

State of Nevada

County of Clark

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

(Seal)



(Signature)

  
NOTARY PUBLIC

USB000582

JA01125

Alessi & Koenig, LLC

TSN 18842-7868

**AFFIDAVIT OF SERVICE**

State of Nevada  
County of Clark

I, Azra Vidovic, state:

That at all times herein I have been a citizen of the United States, over 18 years of age, and am not a party to, or interested in proceeding in which this affidavit is made.

I served **HENRY E & FREDDIE S IVY** with a copy of the Notice of Trustee's Sale, on 07/02/2012 at approximately 1:42 PM by:

Personally posting a copy of Notice of Trustee's Sale in the manner prescribed pursuant NRS 107.087, in the conspicuous place on the property, upon information and belief, at least 15 days before the date of sale, which is located at:

**Trust Property:**  
**7868 MARBLEDOE CT.,**  
**Las Vegas, NV 89149**

I posted a copy of the Notice of Trustee Sale pursuant to NRS 107.080, for 20 days consecutively, in the public place in the county where the property is situated, to wit:

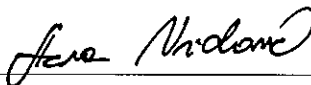
**Nevada Legal News:**  
**930 S.4<sup>th</sup> St. #100**  
**Las Vegas, NV 89101**

**Regional Justice Center:**  
**200 Lewis Ave**  
**Las Vegas, NV 89101**

**Clark County Law Library**  
**309 S.3<sup>rd</sup> St, Ste B**  
**Las Vegas, NV 89101**

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

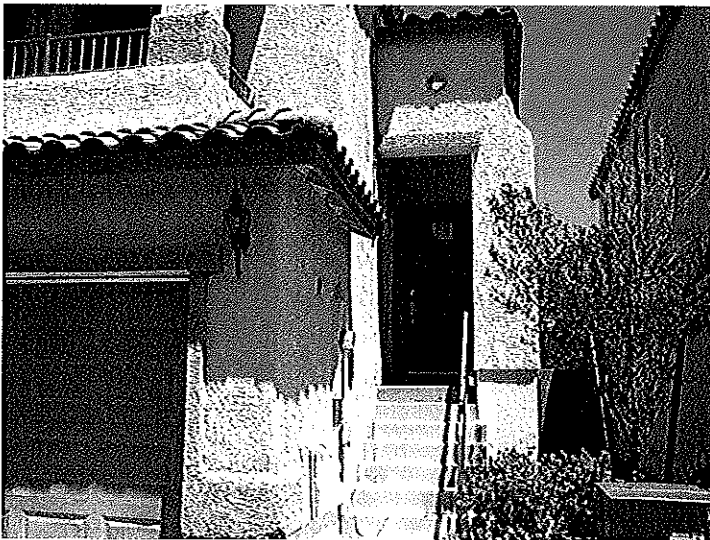
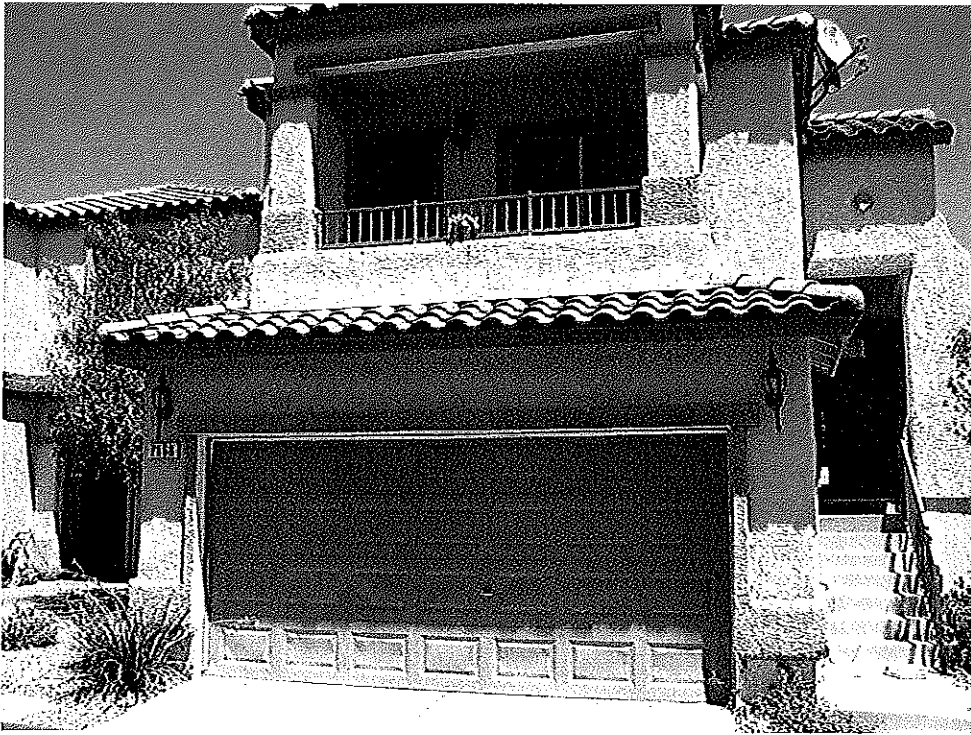
Dated 07/22/2012

  
\_\_\_\_\_  
Azra Vidovic  
Alessi & Koenig, LLC  
9500 West Flamingo Rd. Ste 205  
Las Vegas, NV 89147

**COUNTY OF SERVICE: CLARK**  
**SERVER: Azra Vidovic**

**USB000583**

JA01126



Photos taken by: Azra Vidovic

Photo date: 07/02/2012 at approximately 1:42 PM

Property owner: HENRY E & FREDDIE S IVY

Property address: 7868 MARBLEDOE CT., Las Vegas, NV 89149

ALESSI & KOENIG, LLC

TSN 18842-7868

USB000584

JA01127

Void Flag No

## ANTELOPE

Account #: 58066 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		



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

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

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	

Void Flag No

## ANTELOPE

Late Fee	5/31/2011	6.14	1,401.15	
Assessment	6/1/2011	45.00	1,446.15	Assessment
Late Fee	6/16/2011	2.25	1,448.40	
Late Fee	6/30/2011	6.37	1,454.77	
Assessment	7/1/2011	45.00	1,499.77	Assessment
Late Fee	7/16/2011	2.25	1,502.02	
Late Fee	7/31/2011	6.61	1,508.63	
Assessment	8/1/2011	45.00	1,553.63	Assessment
Late Fee	8/16/2011	2.25	1,555.88	
Late Fee	8/31/2011	6.85	1,562.73	
Assessment	9/1/2011	45.00	1,607.73	Assessment
Late Fee	9/16/2011	2.25	1,609.98	
Late Fee	9/30/2011	7.08	1,617.06	
Assessment	10/1/2011	45.00	1,662.06	Assessment
Late Fee	10/16/2011	2.25	1,664.31	
Late Fee	10/31/2011	7.32	1,671.63	
Late Fee	11/16/2011	2.25	1,673.88	
Assessment	12/1/2011	45.00	1,718.88	Assessment
Late Fee	12/16/2011	2.25	1,721.13	
Late Fee	12/31/2011	7.57	1,728.70	
Assessment	1/1/2012	45.00	1,773.70	Assessment
Late Fee	1/16/2012	2.25	1,775.95	
Late Fee	1/31/2012	7.81	1,783.76	
Assessment	2/1/2012	45.00	1,828.76	Assessment
Late Fee	2/16/2012	2.25	1,831.01	
Late Fee	2/29/2012	8.06	1,839.07	
Assessment	3/1/2012	45.00	1,884.07	Assessment
Late Fee	3/16/2012	2.25	1,886.32	
Late Fee	3/31/2012	8.30	1,894.62	
Assessment	4/1/2012	45.00	1,939.62	Assessment
Late Fee	4/16/2012	2.25	1,941.87	
Late Fee	4/30/2012	8.54	1,950.41	
Assessment	5/1/2012	45.00	1,995.41	Assessment
Late Fee	5/16/2012	2.25	1,997.66	
Assessment	6/1/2012	45.00	2,042.66	Assessment
Late Fee	5/31/2012	8.79	2,051.45	
Late Fee	6/16/2012	2.25	2,053.70	
Late Fee	6/30/2012	9.04	2,062.74	
Assessment	7/1/2012	45.00	2,107.74	Assessment
Late Fee	7/16/2012	2.25	2,109.99	
Assessment	8/1/2012	45.00	2,154.99	Assessment

**Count:** 1

**Total Units:** 300

When recorded mail to and  
Mail Tax Statements to:  
**Antelope Homeowners Association**  
**C/O CAMCO**  
**Las Vegas, NV**

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

---

Trustee Sale No. **18842-7868** Space above for Recorder's Use

**TRUSTEE'S DEED UPON SALE**

The Grantee (Buyer) herein was Foreclosing Beneficiary: **Antelope Homeowners Association**  
The amount of unpaid debt together with costs (Real Property Transfer Tax Value):  
The amount paid by the Grantee (Buyer) at the Trustee's Sale: **\$0.00**  
The Documentary Transfer Tax:  
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: **Antelope Homeowners Association** (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.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of AUTHORIZED AGENT for **Antelope Homeowners Association**

Printed Name: \_\_\_\_\_

State of Nevada )  
County of **Clark** )

SUBSCRIBED and SWORN to before me \_\_\_\_\_, \_\_\_\_\_

WITNESS my hand and official seal.  
(Seal)

\_\_\_\_\_  
(Signature)

**USB000590**

JA01133

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 IVY**

Property 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

**USB000591**

JA01134

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

USB000592

JA01135

## Mary Indalecio

**From:** Branko Jeftic  
**Sent:** Thursday, August 02, 2012 4:09 PM  
**To:** Mary Indalecio; Tom Bayard; David Alessi  
**Subject:** SFR Investments TDUS

Mary,

Following is the break down for SFR Investments purchases on July 25, 2012:

Check \$30,133.10

6160 Winston Falls  
 $\$7,550.00 + \$40.80 + \$17.00 = \$7,607.80$

2039 Waverly C.  
 $\$7,300.00 + \$38.25 + \$17.00 = \$7,345.02$

1837 E El Campo Grande  
 $\$4,500.00 + \$22.95 + \$17.00 = \$4,539.95$

2627S Durango Dr #204  
 $\$4,600.00 + \$25.50 + \$17.00 = \$4,642.50$

7868 Marbledoe Ct  
 $\$5,950.00 + \$30.60 + \$17.00 = \$5,997.60$

Branko

LEFT-OVER  
260.59  
2751.78  
589.63  
658.50  
88.47

COPY

25627  
25750  
26370  
26864  
18842



PRINTED ON LINE MARK ON PAPER SHOULD BE MAINTAINED FOR VIEWING AND MONITORING SECURITY OF THE BANK

0000241  
Office AU #

11-24  
1210(8)

# CASHIER'S CHECK

0024100343

Operator I.D.: reno0653

reno2189

August 02, 2012

PAY TO THE ORDER OF \*\*\*ALESSI & KOENIG\*\*\*

\*\*\*Thirty thousand one hundred thirty-three dollars and 10 cents\*\*\*

\*\*\*\$30,133.10\*\*\*

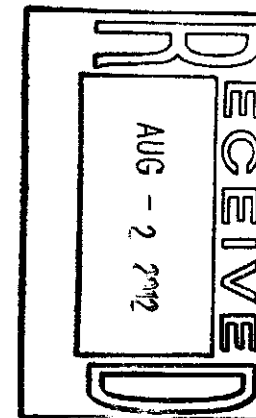
WELLS FARGO BANK, N.A.  
4075 S FORT APACHE RD  
LAS VEGAS, NV 89147  
FOR INQUIRIES CALL (480) 394-3122

VOID IF OVER US \$ 30,133.10

AUTHORIZED SIGNATURE

Security Features Included.

⑈0024100343⑈ ⑆21000248⑆4861 511988⑈



USB000594

JA01137

## Mary Indalecio

**From:** Branko Jetic  
**Sent:** Thursday, August 02, 2012 4:09 PM  
**To:** Mary Indalecio; Tom Bayard; David Alessi  
**Subject:** SFR Investments TDUS

Mary,

Following is the break down for SFR Investments purchases on July 25, 2012:

Check \$30,133.10

6160 Winston Falls  
 $\$7,550.00 + 40.80 + \$17.00 = \$7,607.80$

2039 Waverly C.  
 $\$7,300.00 + \$38.25 + 17.00 = \$7,345.02$

1837 E El Campo Grande  
 $\$4,500.00 + \$22.95 + 17.00 = \$4,539.95$

2627S Durango Dr #204  
 $\$4,600.00 + \$25.50 + 17.00 = \$4,642.50$

7868 Marbledoe Ct \*  
 $\$5,950.00 + \$30.60 + \$17.00 = \$5,997.60$

Branko





## Mary Indalecio

**From:** Branko Jeftic  
**Sent:** Thursday, August 02, 2012 4:09 PM  
**To:** Mary Indalecio; Tom Bayard; David Alessi  
**Subject:** SFR Investments TDUS

Mary,

Following is the break down for SFR Investments purchases on July 25, 2012:

Check \$30,133.10

6160 Winston Falls  
 $\$7,550.00 + \$40.80 + \$17.00 = \$7,607.80$

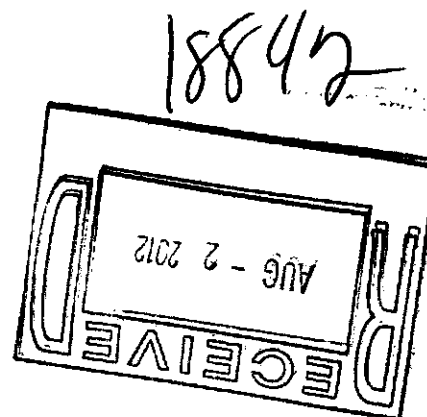
2039 Waverly C.  
 $\$7,300.00 + \$38.25 + \$17.00 = \$7,345.02$

1837 E El Campo Grande  
 $\$4,500.00 + \$22.95 + \$17.00 = \$4,539.95$

2627S Durango Dr #204  
 $\$4,600.00 + \$25.50 + \$17.00 = \$4,642.50$

7868 Marbledoe Ct \*  
 $\$5,950.00 + \$30.60 + \$17.00 = \$5,997.60$

Branko





51

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.

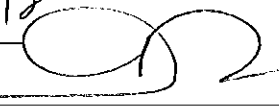
  
Ryan Kerbow, Esq.  
Signature of AUTHORIZED AGENT for Alessi & Koenig, LLC

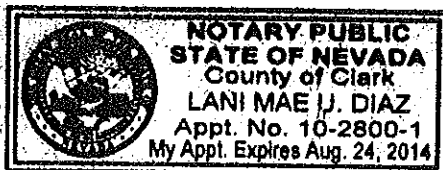
State of Nevada )  
County of Clark )

SUBSCRIBED and SWORN to before me

Aug. 3, 2012

WITNESS my hand and official seal.  
(Seal)

  
(Signature)



USB000599

JA01142

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

USB000600

JA01143

**Branko Jeffic**

**Subject:** 7868 MARBLEDOE

**Property address:** 7868 MARBLEDOE LAS VEGAS NV 89149-3740

**HOA:** Antelope Homeowners Association

**Mgmt Company:** CAMCO

**Sale Date:** 07/25/2012

**Lien Rec:** 11/12/2009

**Lien Mailed:** 10/29/2009 – via WALZ

**NOD Rec:** 02/17/2011

**NOD Mailed:** 02/23/2011 – via WALZ

**NOTS Rec:** 07/02/2012

**NOTS Mailed:** 07/02/2012

**Affidavit of Publishing:** 6\*/29, 7/6, 7/13 2012

**Affidavit of Posting:** 7/2/2012

**Total amount:** \$5,816.53

Sold to  
SFR Inv

5,950  
30,60  
- 17

5,997,60

B.D.  
\$5,950

Recording

8-2-2012

# 24100 343

\$ 30,133,10



## **Branko Jeffic**

---

**Subject:** 7868 MARBLEDOE

**Property address:** 7868 MARBLEDOE LAS VEGAS NV 89149-3740

**HOA:** Antelope Homeowners Association

**Mgmt Company:** CAMCO

**Sale Date:** 07/25/2012

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**NOD Rec:** 02/17/2011

**NOD Mailed:** 02/23/2011 -- via WALZ

**NOTS Rec:** 07/02/2012

**NOTS Mailed:** 07/02/2012

**Affidavit of Publishing:** 6\*/29, 7/6, 7/13 2012

**Affidavit of Posting:** 7/2/2012

**Total amount:** camco

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: BON 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 99** 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

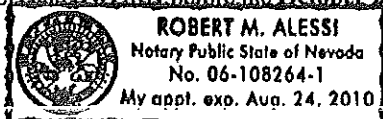
Alessi & Koenig, LLC on behalf of **Antelope Homeowners Association**

State of Nevada

County of Clark

SUBSCRIBED and SWORN before me October 27, 2009

(Seal)



(Signature)



NOTARY PUBLIC

USB000603

JA01146

Inst #: 201102170001289  
Fees: \$14.00  
N/C Fee: \$0.00  
02/17/2011 09:33:20 AM  
Recelpt #: 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**

## Transaction Report

Reference #: 18842

	Article Number	Ref #	Record Indicator	USPS® Service Type	Name & Address	Date Mailed	Status	USPS® Pstg. Fees
1	2226803921	18842	NOA	First-Class Mail®	Henry & Freddie Ivy 7868 MARBLEDOE ST LAS VEGAS, NV 89149-3740	10/29/2009	Unclaimed With Forwarding Address	0.44
2	71138257147371814462	18842	NOA	Certified Mail™	Henry & Freddie Ivy 7868 MARBLEDOE ST LAS VEGAS, NV 89149-3740	10/29/2009	Unclaimed With Forwarding Address	4.34
3	2247321068	18842	NOD	First-Class Mail®	Freddie Ivy 14389 MADONNA CT MAGALIA, CA 95954-9641	02/23/2011	Walz Event - Mailed	0.44
4	71969006929503067186	18842	NOD	Certified Mail™	Freddie Ivy 14389 MADONNA CT MAGALIA, CA 95954-9641	02/23/2011	RRE Event	4.34
5	2247321067	18842	NOD	First-Class Mail®	Henry Ivy 14389 MADONNA CT MAGALIA, CA 95954-9641	02/23/2011	Walz Event - Mailed	0.44
6	71969006929503067179	18842	NOD	Certified Mail™	Henry Ivy 14389 MADONNA CT MAGALIA, CA 95954-9641	02/23/2011	RRE Event	4.34
7	2247321065	18842	NOD	First-Class Mail®	Freddie Ivy 7868 MARBLEDOE ST LAS VEGAS, NV 89149-3740	02/23/2011	Unclaimed	0.44
8	71969006929503067155	18842	NOD	Certified Mail™	Freddie Ivy 7868 MARBLEDOE ST LAS VEGAS, NV 89149-3740	02/23/2011	RRE Event	4.34
9	2247321062	18842	NOD	First-Class Mail®	Henry Ivy 7868 MARBLEDOE ST LAS VEGAS, NV 89149-3740	02/23/2011	Unclaimed	0.44
10	71969006929503067131	18842	NOD	Certified Mail™	Henry Ivy 7868 MARBLEDOE ST LAS VEGAS, NV 89149-3740	02/23/2011	RRE Event	4.34
11	2247321084	18842	NOD	First-Class Mail®	Universal American Mortgage Company, Llc Secondary Marketing Ops 15550 Lightwave Dr Clearwater, FL 33760-3520	02/23/2011	Walz Event - Mailed	0.44
12	71969006929503067346	18842	NOD	Certified Mail™	Universal American Mortgage Company, Llc Secondary Marketing Ops 15550 Lightwave Dr Clearwater, FL 33760-3520	02/23/2011	RRE Event	4.34
36 Records								\$86.04
1 2								
Page: 1 of 2 Go								
Page size: 30 Change								
Item 1 to 30 of 36								

	Article Number	Ref #	Record Indicator	USPS® Service Type	Name & Address	Date Mailed	Status	USPS® Pstg. Fees
13	2247321083	18842	NOD	First-Class Mail®	Universal American Mortgage Company, LLC Secondary Marketing Ops 15550 Lightwave Dr Clearwater, FL 33760-3520	02/23/2011	Walz Event - Mailed	0.44
14	71969006929503067339	18842	NOD	Certified Mail™	Universal American Mortgage Company, LLC Secondary Marketing Ops 15550 Lightwave Dr Clearwater, FL 33760-3520	02/23/2011	RRE Event	4.34
15	2247321082	18842	NOD	First-Class Mail®	Freddie Ivy 410 Branchwood Dr Rio Vista, CA 94571-2249	02/23/2011	Walz Event - Mailed	0.44
16	71969006929503067322	18842	NOD	Certified Mail™	Freddie Ivy 410 Branchwood Dr Rio Vista, CA 94571-2249	02/23/2011	RRE Event	4.34
17	2247321081	18842	NOD	First-Class Mail®	Henry Ivy 410 Branchwood Dr Rio Vista, CA 94571-2249	02/23/2011	Walz Event - Mailed	0.44
18	71969006929503067315	18842	NOD	Certified Mail™	Henry Ivy 410 Branchwood Dr Rio Vista, CA 94571-2249	02/23/2011	RRE Event	4.34
19	2247321080	18842	NOD	First-Class Mail®	CITY OF LAS VEGAS SEWER CYCLE BILLING NO. 06-016053 400 E. STEWART AVE. LAS VEGAS, NV 89101	02/23/2011	Walz Event - Mailed	0.44
20	71969006929503067308	18842	NOD	Certified Mail™	CITY OF LAS VEGAS SEWER CYCLE BILLING NO. 06-016053 400 E. STEWART AVE. LAS VEGAS, NV 89101	02/23/2011	RRE Event	4.34
21	2247321079	18842	NOD	First-Class Mail®	REPUBLIC SERVICES PO BOX 98508 LAS VEGAS, NV 89193-8508	02/23/2011	Walz Event - Mailed	0.44
22	71969006929503067292	18842	NOD	Certified Mail™	REPUBLIC SERVICES PO BOX 98508 LAS VEGAS, NV 89193-8508	02/23/2011	RRE Event	4.34
23	2247321078	18842	NOD	First-Class Mail®	RECONTRUST COMPANY TS NO. 09-0101143 2380 PERFORMANCE DR, TX2-985-07-03 RICHARDSON, TX 75082	02/23/2011	Walz Event - Mailed	0.44
24	71969006929503067285	18842	NOD	Certified Mail™	RECONTRUST COMPANY TS NO. 09-0101143 2380 PERFORMANCE DR, TX2-985-07-03 RICHARDSON, TX 75082	02/23/2011	RRE Event	4.34
36 Records								\$86.04
1 2		Page: 1 of 2		Go	Page size: 30	Change	Item 1 to 30 of 36	

	Article Number	Ref #	Record Indicator	USPS® Service Type	Name & Address	Date Mailed	Status	USPS® Pstg. Fees
25	2247321077	18842	NOD	First-Class Mail®	UNIVERSAL AMERICAN MORTGAGE COMPANY, LLC LOAN NO 0006650782 3765 EAST SUNSET RD. SUITE B1 LAS VEGAS, NV 89120	02/23/2011	Unclaimed	0.44
26	71969006929503067278	18842	NOD	Certified Mail™	UNIVERSAL AMERICAN MORTGAGE COMPANY, LLC LOAN NO 0006650782 3765 EAST SUNSET RD. SUITE B1 LAS VEGAS, NV 89120	02/23/2011	Unclaimed	4.34
27	2247321076	18842	NOD	First-Class Mail®	UNIVERSAL AMERICAN MORTGAGE COMPANY, LLC SECONDARY MARKETING OPS 311 PARK PLACE BLVD STE 500 CLEARWATER, FL 33759-3999	02/23/2011	Unclaimed	0.44
28	71969006929503067261	18842	NOD	Certified Mail™	UNIVERSAL AMERICAN MORTGAGE COMPANY, LLC SECONDARY MARKETING OPS 311 PARK PLACE BLVD STE 500 CLEARWATER, FL 33759-3999	02/23/2011	RRE Event	4.34
29	2247321075	18842	NOD	First-Class Mail®	MERS PO BOX 507 HERNDON, VA 20172-0507	02/23/2011	Walz Event - Mailed	0.44
30	71969006929503067254	18842	NOD	Certified Mail™	MERS PO BOX 507 HERNDON, VA 20172-0507	02/23/2011	RRE Event	4.34
36 Records								\$86.04
1 2		Page: 1 of 2		Go	Page size: 30	Change	Item 1 to 30 of 36	

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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.**

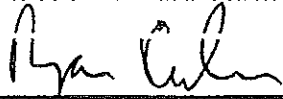
#### NOTICE IS HEREBY GIVEN THAT:

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, 2<sup>nd</sup> 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

USB000608

JA01151

18842

Henry E. Ivy  
7868 Marbledoe Ct.

Las Vegas, NV 89149-3740

Freddie S. Ivy  
14389 Madona Ct

Magalia, CA 95954

Universal American Mortgage Company LLC  
700 NW 107TH AVE. 3RD FLOOR

MIAMI, FL 33172-3139

REPUBLIC SERVICES  
PO BOX 98508

LAS VEGAS, NV 89193-8508

OMBUDSMANS OFFICE  
Attn: GORDAN MILDEN  
2501 E. SAHARA AVE #205  
LAS VEGAS, NV 89104

Freddie S. Ivy  
7868 Marbledoe Ct.

Las Vegas, NV 89149-3740

Universal American Mortgage Company LLC  
311 Park Place Blvd, Suite 500

CLEARWATER, FL 33759-3999

MERS  
P.O. BOX 2026

FLINT, MI 48501-2026

CITY OF LAS VEGAS SEWER  
400 E. STEWART AVE.

LAS VEGAS, NV 89101

Henry E. Ivy  
14389 Madona Ct

Magalia, CA 95954

Universal American Mortgage Company LLC  
3765 East Sunset Rd, Suite B1

LAS VEGAS, NV 89120

RECONTRUST COMPANY  
2360 PERFORMANCE DR, TX2-985,07-03

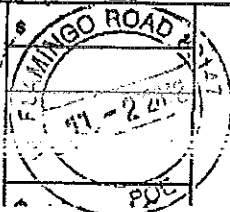
RICHARDSON, TX 75082

Law Offices of Dale Haley  
3600 S Eastern Ave. Ste 210

Las Vegas, NV 89169

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**OFFICIAL USE**

Postage \$		Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Insurance Fee (Endorsement Required)		
Total Postage		

Sent to: Henry E. Ivy  
7868 Marbledoe Ct.  
Las Vegas, NV 89149-3740

City, State, ZIP

PS Form 3800

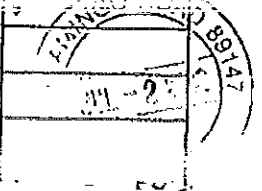
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JA01152



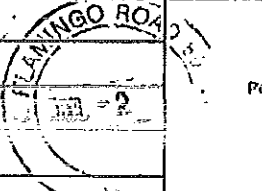
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Restricted Delivery Fee (Endorsement Required)	
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7012 0470 0002 4447 3677

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OFFICIAL USE	
Postage \$	
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage	
Sent To Freddie S. Ivy 14389 Madona Ct Magalia, CA 95954	


7012 0470 0002 4447 3771

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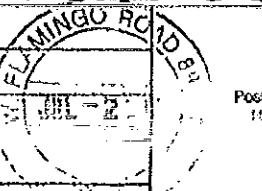
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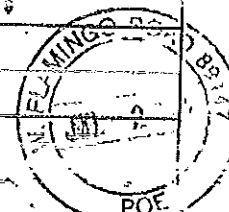
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Restricted Delivery Fee (Endorsement Required)	
Total Postage	
Sent To 311 Park Place Blvd, Suite 500 CLEARWATER, FL 33759-3999	

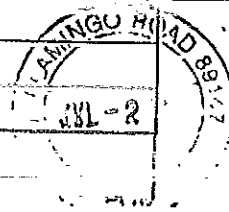
7012 0470 0002 4447 3720

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Postage \$	
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Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	
Sent To Universal American Mortgage Company LLC 700 NW 107TH AVE. 3RD FLOOR MIAMI, FL 33172-3139	

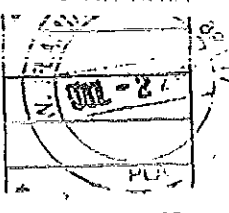
7032 0470 0002 4447 3737

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Postage \$	
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Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage	
<b>Sent To</b> MERS P.O. BOX 2026 FLINT, MI 48601-2026	
<b>Street, Apt. No. or PO Box No.</b> City, State, ZIP	

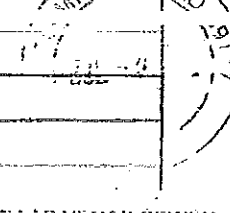
7012 0471 0002 4447 3744

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For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
OFFICIAL USE	
Postage \$	
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage	
<b>Sent To</b> RECONTRUST COMPANY 2380 PERFORMANCE DR, TX2-985-07-03 RICHARDSON, TX 75082	
<b>Street, Apt. No. or PO Box No.</b> City, State, ZIP	

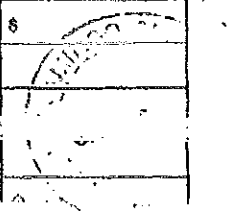
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For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
OFFICIAL USE	
Postage \$	
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage	
<b>Sent To</b> REPUBLIC AIRWAYS PO BOX 98508 LAS VEGAS, NV 89193-8508	
<b>Street, Apt. No. or PO Box No.</b> City, State, ZIP	


7012 0470 0002 4447 3752

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Total Postage	
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<b>Street, Apt. No. or PO Box No.</b> City, State, ZIP	

7032 0470 1102 4447 3774

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<b>Sent To</b> Law Offices of Dale Haley 3690 G Eastern Ave. Ste 210 Las Vegas, NV 89169	
<b>Street, Apt. No. or PO Box No.</b> City, State, ZIP	

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Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage	
<b>Sent To</b> OMBUDSMANS OFFICE Attn: GORDAN M. DEER 2501 E. SARDEN AVE #205 LAS VEGAS, NV 89104	
<b>Street, Apt. No. or PO Box No.</b> City, State, ZIP	

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.**

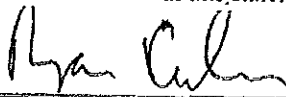
#### NOTICE IS HEREBY GIVEN THAT:

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, 2<sup>nd</sup> Floor)

The street address and other common designation, if any, of the real property described above is purported to be: 7868 Marbledeoe 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

USB000612

JA01155

Alessi & Koenig, LLC

TSN 18842-7868

**AFFIDAVIT OF SERVICE**

State of Nevada  
County of Clark

I, Azra Vidovic, state:

That at all times herein I have been a citizen of the United States, over 18 years of age, and am not a party to, or interested in proceeding in which this affidavit is made.

I served **HENRY E & FREDDIE S IVY** with a copy of the Notice of Trustee's Sale, on 07/02/2012 at approximately 1:42 PM by:

Personally posting a copy of Notice of Trustee's Sale in the manner prescribed pursuant NRS 107.087, in the conspicuous place on the property, upon information and belief, at least 15 days before the date of sale, which is located at:

**Trust Property:**  
**7868 MARBLEDOE CT.,**  
**Las Vegas, NV 89149**

I posted a copy of the Notice of Trustee Sale pursuant to NRS 107.080, for 20 days consecutively, in the public place in the county where the property is situated, to wit:

**Nevada Legal News:**  
**930 S.4<sup>th</sup> St. #100**  
**Las Vegas, NV 89101**

**Regional Justice Center:**  
**200 Lewis Ave**  
**Las Vegas, NV 89101**

**Clark County Law Library**  
**309 S.3<sup>rd</sup> St, Ste B**  
**Las Vegas, NV 89101**

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

Dated 07/22/2012

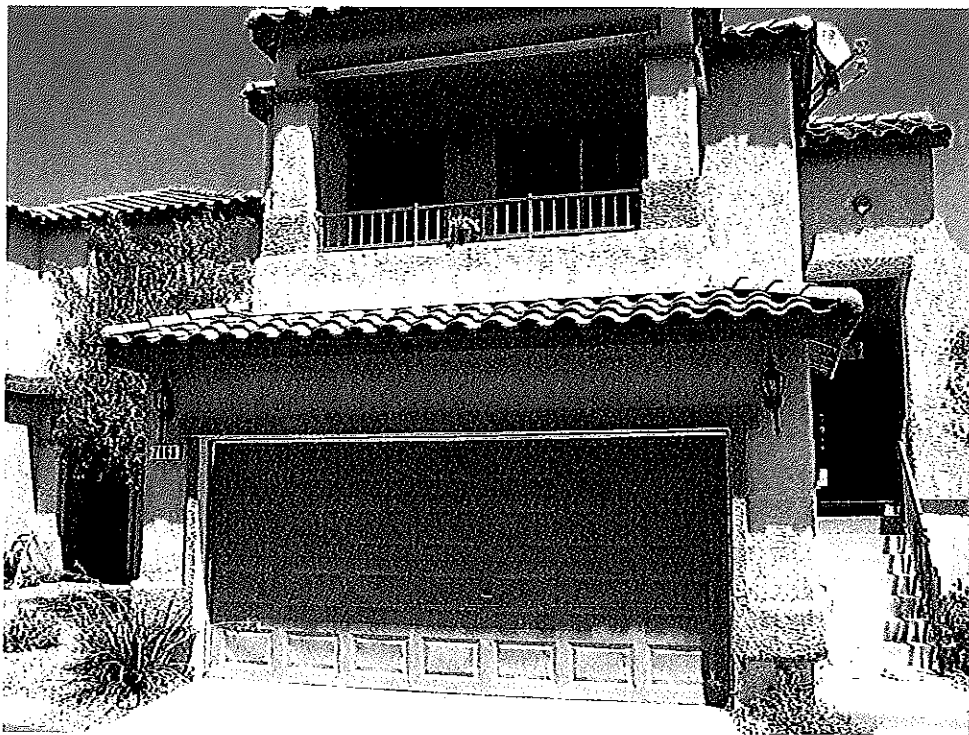


Azra Vidovic  
Alessi & Koenig, LLC  
9500 West Flamingo Rd. Ste 205  
Las Vegas, NV 89147

**COUNTY OF SERVICE: CLARK**  
**SERVER: Azra Vidovic**

**USB000613**

JA01156



Photos taken by: Azra Vidovic

Photo date: 07/02/2012 at approximately 1:42 PM

Property owner: HENRY E & FREDDIE S IVY

Property address: 7868 MARBLEDOE CT., Las Vegas, NV 89149

ALESSI & KOENIG, LLC

TSN 18842-7868

USB000614

JA01157

# 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:

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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.

PUBLISHED  
06/29/2012, 07/06/2012 & 07/13/2012

CLARK COUNTY LEGAL NEWS  
NYE & CLARK COUNTY, NEVADA  
CCLN FILE 12062960.wps

## Certification of Publication

This is to confirm that, on the aforementioned dates, the attached Legal Notice was published in the Clark County Legal News newspaper, a newspaper of general and subscription circulation in Clark County, Nevada.

Per NRS 238.030, the Clark County Legal News newspaper is printed and published in whole or in part in both Clark County and Nye County, Nevada.

WITNESS my hand on this

07/13/2012  
DATE

*Miranda Donovan*

MIRANDA DONOVAN, co-publisher,  
Clark County Legal News newspaper



HOA Lawyers Group  
9500 W. Flamingo Suite #204  
Las Vegas, NV 89147  
(702) 222-4033

## Antelope Homeowners Association

### HENRY E & FREDDIE S IVY

Old Owner: . .

7868 Marbledoe Ct.

Las Vegas NV 89149

Account #: 58066

July 30, 2012	3rd party sale
December 28, 2009	RPIR - GI Report received from Title
October 27, 2009	Lien recordation sent via regular and certified mail
October 26, 2011	No contact from Property Owner
August 26, 2010	Pre-Notice of Default sent to homeowner via regular mail
July 26, 2011	No contact from Property Owner
May 25, 2011	Pre-Notice of Trustee Sale sent to homeowner
September 24, 2014	Sent Claim form to Ocwen for small amount of excess proceeds remaining in file.
September 24, 2014	Received call from Ocwen Loan Servicing inquiring if any excess proceeds remained in file, advised small amount, would send claim form.
August 24, 2011	Notice of Trustee Sale mailings sent via certified mail
August 24, 2011	1st postponement of HOA sale. New sale date 11.30.2011.
February 22, 2011	10 Day Notice of Default Mailings sent via certified mail, (90) day waiting period initiated
December 22, 2009	RPIR-GI Report Ordered
December 22, 2009	Notice of Default Drafted and sent for Title Research Report
December 22, 2009	No contact from Property Owner
January 22, 2011	TRI Data Received
October 21, 2011	Payoff made to Miles, Bauer, Bergstrom & Winters
December 20, 2010	Pre-Notice of Default sent to homeowner via regular mail
October 19, 2011	Received payoff request from Miles, Bauer, Bergstrom & Winters
September 20, 2010	Senior (Bank) to foreclose on property. No new owner information at this time. AK to monitor public records for new owner information
June 20, 2011	HOA sale set for 09.14.2011.
June 20, 2011	Authorization to conduct HOA sale sent to management/board via email
October 19, 2010	No new owner information recorded
June 19, 2012	Publication Date down processed for posting and publishing of Trustee Sale
June 19, 2010	Chapter 7 Bankruptcy discharged 5/3/10
January 19, 2010	Monitoring Bankruptcy



HOA Lawyers Group  
9500 W. Flamingo Suite #204  
Las Vegas, NV 89147  
(702) 222-4033

## Antelope Homeowners Association

November 17, 2011	2nd postponement of HOA sale. New sale date 01.25.2012.
December 15, 2011	No contact from Property Owner
July 15, 2011	Received signed Authorization to Publish. AK reviewing file to proceed with sale
September 14, 2010	Property surrendered in Chapter 7 bankruptcy, Monitoring public records for Senior Trustee Deed
February 14, 2011	TRI Complete-Waiting for Recorded NOD
January 13, 2012	3rd postponement of HOA sale. New sale date 02.29.2012.
January 12, 2010	Chapter 7 Bankruptcy filed.
July 11, 2012	Payoff request made to Miles, Bauer, Bergstrom & Winters
December 1, 2009	Pre-Notice of Default
November 30, 2009	No contact from Property Owner
April 9, 2012	Publication Date down processed for posting and publishing of Trustee Sale
August 8, 2011	Publication Date down processed for posting and publishing of Trustee Sale
June 8, 2012	Received Payoff request from Miles, Bauer, Bergstrom & Winters
February 8, 2012	No contact from Property Owner
August 7, 2012	Paid In Full through 9/15/2012
August 7, 2012	Cut check to CAMCO for \$360.00
August 7, 2012	Cut check to Antelope Homeowners Association for \$2,256.53
June 7, 2012	HOA sale set for 07.25.2012.
January 7, 2011	Notice of Default Drafted and sent for TRI Report
September 6, 2012	Release of Lien sent for recording
August 5, 2012	Payment in full received. 10 day waiting period for funds to clear initiated.
January 5, 2010	No contact from Property Owner
April 4, 2012	HOA sale set for 05.09.2012.
July 3, 2012	Received Payoff request from Miles, Bauer, Bergstrom & Winters
May 3, 2012	Sale was canceled.
March 2, 2011	Notice of Default and Election to Sell (90) day waiting period expires 5-22-11
March 2, 2010	Monitoring Bankruptcy
February 15, 2010	Monitoring Bankruptcy
May 1, 2011	No contact from Property Owner
April 1, 2011	No contact from Property Owner

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**MILES, BERGSTROM & WINTERS, LLP AFFIDAVIT**

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State of California     }  
                                      } ss.  
Orange County         }

Affiant being first duly sworn, deposes and says:

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

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

3.       Miles Bauer uses ProLaw software to record and track all documents prepared and correspondence sent in connection to a particular file. ProLaw is recognized in the legal industry as a standard software platform for electronic document management and retention. Miles Bauer creates a separate electronic folder on ProLaw for each of its files. Within the folder, Miles Bauer maintains record of communications with its clients and third parties, including, but not limited to, borrowers and homeowners' associations. Miles Bauer also creates and records notes in its ProLaw folders, documenting the status and progress of the related files.

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

the affidavit and attachments, and checking that the information in this affidavit matches Miles Bauer's records available to me.

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

Loan Number: 223563767

Borrower(s): Henry E. Ivy

Property Address: 7868 Marbledoe Street, Las Vegas, 89149

6. Attached hereto as **Exhibit 1** is a true and correct copy of the ProLaw screenshot of the folder created for this particular loan and borrower. This screenshot is taken directly from ProLaw and reflects Miles Bauer's activity for this particular loan and borrower. I have personal knowledge of Miles Bauer's procedures for creating ProLaw folders. They are: (a) made before or near the time of the occurrence of the matters recorded by persons with personal knowledge of the information stored therein, or from information transmitted by persons with personal knowledge; (b) kept in the course of Miles Bauer's regularly conducted business activities; and (c) it is the regular practice of Miles Bauer to make such ProLaw folders to store and organize all Miles Bauer records for individual files. I have personal knowledge of Miles Bauer's procedures for creating and maintaining these business records. I personally confirmed the information in the ProLaw screenshot is an accurate representation of Miles Bauer's activity by reading the screenshot, and checking that the screenshot information matches Miles Bauer's records available to me.

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

8. Based on Miles Bauer's business records, attached as **Exhibit 2** is a copy of an October 11, 2011 letter from Rock K. Jung, Esq., an attorney with Miles Bauer, to Antelope Homeowners Association, care of The Alessi & Koenig, LLC.

9. Based on Miles Bauer's business records, attached as **Exhibit 3** is a copy of a Statement of Account from Alessi & Koenig dated October 21, 2011 received by Miles Bauer in response to the letter identified above.

10. Based on Miles Bauer's business records, attached as **Exhibit 4** is a copy of a December 16, 2011 letter from Mr. Jung to Alessi & Koenig enclosing a check for \$405.00.

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11. Based on Miles Bauer's business records, Alessi & Koenig returned the \$405.00 check to Miles Bauer. A copy of a screenshot containing the relevant case management note confirming the check was rejected is attached as **Exhibit 1**.

FURTHER DECLARANT SAYETH NOT.

Date: 3/22/18



Declarant Douglas E. Miles

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

State of California

County of Orange

Subscribed and sworn to (or affirmed) before me on this 22<sup>nd</sup> day of March, 2018,  
by Douglas E. Miles, proved to me on the basis of satisfactory evidence to be  
(Name of Signer)

the person who appeared before me.

Signature Amanda Maria Mendoza (Seal).  
(Signature of Notary Public)



# **Exhibit 1**

**Matters**

File Edit View Help

Matter ID: 11-H1638 Desc: Ivy, Henry E.  
Client Sort: BANK OF AMERICA, N.A. (CFP) BANA v. Ivy HOA

General Notes Billing Contacts Matters Events Inquiry Settlement Civil Contract Info Custom Deed Info New Invoice

Date (all)

1/1/2004 8/23/2004

- 4/23/2013: EMT Matt Compton re: follow-up on monitor & past due Bulk
- 4/12/2013: EMT Matt Compton re: outstanding past due invoices; attached A/R Aging
- 4/1/2013: EMF Ana Alvarado to Lori Garcia re: past due invoices do not belong to
- 2/22/2013: EMT Jane Cashel w/2 spreadsheets (Bulk & non-Bulk) attached
- 1/18/2013: EMF Jane Cashel (MRT) re: pls provide 2 spreadsheets - Bulk Loan & non
- 12/30/2012: EMF CLNT re: invoice processed for payment
- 12/19/2012: EMT CLNT (Keith Goloth) re: resent Rebilled Part 2, Nov. & Dec.
- 11/12/2012: EMT CLNT w/closing invoices and spreadsheet attached.
- 10/17/2012: EMF RKJ re: closing file (prop sold at HOA sale)
- 10/16/2012: PROPERTY SOLD TO 3RD PARTY AT HOA SALE; F/U 10/17
- 9/20/2012: 11-H1638, scanned items from physical file.PDF
- 9/10/2012: new owner a/o 08/03/12
- 8/14/2012: EMF Acct re: Trust Transfer & Refunds complete
- 3/6/2012: EMF RKJ re: Summary update to new contact, Tiki Alakija
- 1/5/2012: EMT CLNT re: sent invoice
- 12/30/2011: EMF RKJ re: Status of Payoff Funds (Rejected), 11-H1638, 7868 Marbledo
- 12/29/2011: 12/29 CHECK RETURNED; FU 9/10 MONITOR EX PARTE
- 12/16/2011: EMF RKJ re: Payoff Funds, 11-H1638, 7868 Marbledo St
- 12/16/2011: 12/16 CHECK SENT TO HOA; FU 12/28 SEE IF CHECK WAS
- 12/9/2011: FUNDS RCVD 12/9; F/U 12/16 CONFIRM FUNDS TO
- 12/5/2011: EMF Cht re: wire submitted
- 12/2/2011: EMT CLNT RE REMINDER STATUS UPDATE, SALE DATE
- 12/2/2011: EMT Cht re: reminder status update
- 11/14/2011: EMF RKJ re: status update w/po & figures
- 10/27/2011: EMF Trustee re: no payments on property
- 10/25/2011: 10/25 EMT CLIENT HOA UPDATE WITH PO ATTACHED; FU
- 10/17/2011: h/o called, filed BK, claimed bank said hoa fees were taken care of on
- 10/11/2011: EMF RKJ re: initial letters to borrower & HOA
- 10/11/2011: 10/11 EMT CLIENT WITH INITIAL LETTERS ATTACHED; FU
- 10/7/2011: EMF RKJ re: acceptance of referral
- 10/7/2011: RCVD REFERRAL; OPENED 10/07/11
- 10/7/2011: EMF AWB re: New Referral

Rules

# **Exhibit 2**

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

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:

USB000625

JA01168



(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.

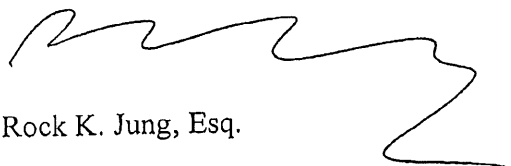
Based on Section 2(b), a portion of your HOA lien is arguably senior to BANA's first deed of trust, specifically the nine months of assessments for common expenses incurred before the date of your notice of delinquent assessment. For purposes of calculating the nine-month period, the trigger date is 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.

# **Exhibit 3**

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*

9500 W. Flamingo Road, Suite 205

Las Vegas, Nevada 89147

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

11-47638

**FACSIMILE COVER LETTER**

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

Dear A Bham:

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

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.

USB000628

JA01171

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*

9500 W. Flamingo Road, Suite 205  
Las Vegas, Nevada 89147  
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***

**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.

**USB000629**

JA01172

## Resident Transaction Detail

Active Flag Yes

Void Flag No

### ANTELOPE

Account #: 58066

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

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USB000631

JA01174

## 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

5/31/2011 11:06:58 AM

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USB000632

JA01175

## 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

# **Exhibit 4**

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 \*

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 \*

S. SHELLY RAISZADEH \*

SHANNON C. WILLIAMS \*

ABTIN SHAKOURI \*

LAWRENCE R. BOIVIN \*



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

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 #: 22353767  
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*

USB000636

JA01179

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.**

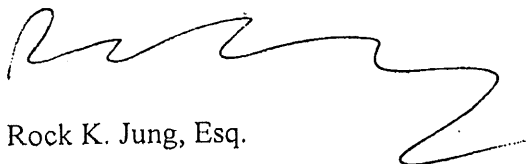
Based on Section 2(b), a portion of your HOA lien is arguably prior to BANA's first deed of trust, specifically the nine months of assessments for common expenses incurred before the date of your notice of delinquent assessment. As stated above, the payoff amount stated by you includes many fees that 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

11-H1638

Initials: SRN

Payee: Alessi & Koenig, LLC

Check #: 12254

Date: 12/9/2011 Amount: 405.00

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 # 22353767

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

USB000638

JA01181

⑈ 12254⑈ ⑆ 122400724⑆ 501006876973⑈

Security features. Details on back.

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\*  
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L. BRYANT JAQUEZ \*  
DANIEL L. CARTER \*  
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WAYNE A. RASH \*  
ROCK K. JUNG  
VY T. PHAM \*  
KRISTA J. NIELSON  
HADI R. SEYED-ALI \*  
JORY C. GARABEDIAN  
THOMAS M. MORLAN  
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BRIAN H. TRAN \*  
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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:

MARKED FOR IDENTIFICATION  
PROPOSED EXHIBIT 31A  
CASE # A739867

USB000625

JA01182

(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.

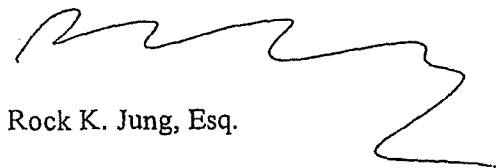
Based on Section 2(b), a portion of your HOA lien is arguably senior to BANA's first deed of trust, specifically the nine months of assessments for common expenses incurred before the date of your notice of delinquent assessment. For purposes of calculating the nine-month period, the trigger date is 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.

# **First American Title Insurance Company**

NATIONAL DEFAULT TITLE SERVICES – TSG DIVISION  
3 FIRST AMERICAN WAY, SANTA ANA, CA 92707

**TRUSTEE CORPS  
17100 GILLETTE AVENUE  
IRVINE, CA 92614  
ATTN: MARK D. HORN**

REFERENCE: **NV08000274-11/IVY**  
OUR ORDER NUMBER: **5438443**

PROPERTY ADDRESS:

**7868 MARBLE DOE STREET, LAS VEGAS, NV 89149**

IN RESPONSE TO THE ABOVE REFERENCED APPLICATION FOR A POLICY OF TITLE INSURANCE, THIS COMPANY HEREBY REPORTS THAT IT IS PREPARED TO ISSUE, OR CAUSE TO BE ISSUED, AS OF THE DATE HEREOF, A POLICY OR POLICIES OF TITLE INSURANCE DESCRIBING THE LAND AND THE ESTATE OR INTEREST THEREIN HEREINAFTER SET FORTH, INSURING AGAINST LOSS WHICH MAY BE SUSTAINED BY REASON OF ANY DEFECT, LIEN OR ENCUMBRANCE NOT SHOWN OR REFERRED TO AS AN EXCEPTION BELOW OR NOT EXCLUDED FROM COVERAGE PURSUANT TO THE PRINTED SCHEDULES, CONDITIONS AND STIPULATIONS OF THE POLICY FORMS.

THE PRINTED EXCEPTIONS AND EXCLUSIONS FROM THE COVERAGE OF THE POLICY OR POLICIES ARE SET FORTH IN EXHIBIT A ATTACHED. COPIES OF THE POLICY FORMS SHOULD BE READ. THEY ARE AVAILABLE FROM THE OFFICE WHICH ISSUED THIS REPORT.

THIS REPORT (AND ANY SUPPLEMENTS OR AMENDMENTS HERETO) IS ISSUED SOLELY FOR THE PURPOSE OF FACILITATING THE ISSUANCE OF A POLICY OF TITLE INSURANCE AND NO LIABILITY IS ASSUMED HEREBY. IF IT IS DESIRED THAT LIABILITY BE ASSUMED PRIOR TO THE ISSUANCE OF A POLICY OF TITLE INSURANCE, A BINDER OR COMMITMENT SHOULD BE REQUESTED.

PLEASE READ THE EXCEPTIONS SHOWN OR REFERRED TO BELOW AND THE EXCEPTIONS AND EXCLUSIONS SET FORTH IN EXHIBIT A OF THIS REPORT CAREFULLY. THE EXCEPTIONS AND EXCLUSIONS ARE MEANT TO PROVIDE YOU WITH NOTICE OF MATTERS WHICH ARE NOT COVERED UNDER THE TERMS OF THE TITLE INSURANCE POLICY AND SHOULD BE CAREFULLY CONSIDERED.

IT IS IMPORTANT TO NOTE THAT THIS PRELIMINARY REPORT IS NOT A WRITTEN REPRESENTATION AS TO THE CONDITION OF TITLE AND MAY NOT LIST ALL LIENS, DEFECTS, AND ENCUMBRANCES AFFECTING TITLE TO THE LAND.

DATED AS OF MAY 2, 2011 AT 7:30 A.M.

***First American Title Insurance Company***

BY DENNIS J. GILMORE - PRESIDENT

BY MARIE CRUZ  
ASSISTANT SECRETARY  
TITLE OFFICER  
PH: 714-250-4433  
FX: 714-800-7866

THE FORM OF POLICY OF TITLE INSURANCE CONTEMPLATED BY THIS REPORT IS:

**ALTA OWNERS POLICY**

**USB000639**

JA01184



TITLE TO THE ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

**HENRY E. IVY AND FREDDIE S. IVY, HUSBAND AND WIFE AS JOINT TENANTS WITH RIGHTS OF SURVIVROSHIP.**

THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

**A FEE AS TO PARCEL 1, AN EASEMENT AS TO PARCEL 2.**

AT THE DATE HEREOF EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN THE POLICY FORM WOULD BE AS FOLLOWS:

1. GENERAL AND SPECIAL TAXES FOR THE FISCAL YEAR **2011-2012** A LIEN NOT YET DUE OR PAYABLE.
2. PROVISIONS OF THE ARTICLES OF INCORPORATION AND BY-LAWS OF THE **ANTELOPE HOMEOWNERS ASSOCIATION, A NEVADA NONPROFIT CORPORATION**, AND ANY TAX, FEE, ASSESSMENTS OR CHARGES AS MAY BE LEVIED BY SAID ASSOCIATION.
3. RESERVATIONS AND PROVISIONS AS CONTAINED IN PATENT FROM THE UNITED STATES OF AMERICA, RECORDED **DECEMBER 10, 1956**, IN BOOK **115** OF OFFICIAL RECORDS , AS INSTRUMENT NO. **95147**.

NOTE 1: A DOCUMENT ENTITLED "**A PARTIAL RELINQUISHMENT OF PATEN RIGHTS**" RECORDED **JUNE 26, 2003** IN BOOK **20030626** AS INSTRUMENT NO. **03495** OF OFFICIAL RECORDS.

4. RESERVATIONS AND PROVISIONS AS CONTAINED IN PATENT FROM THE UNITED STATES OF AMERICA, RECORDED **AUGUST 01, 1957**, IN BOOK **136** OF OFFICIAL RECORDS , AS INSTRUMENT NO. **111918**.

NOTE 1: A DOCUMENT ENTITLED "**A PARTIAL RELINQUISHMENT OF PATENT RIGHTS**" RECORDED **JUNE 26, 2003** IN BOOK NO. **20030626** AS INSTRUMENT NO. **03495** OF OFFICIAL RECORDS.

5. RESERVATIONS AND PROVISIONS AS CONTAINED IN PATENT FROM THE UNITED STATES OF AMERICA, RECORDED **FEBRUARY 01, 1960**, IN BOOK **230** OF OFFICIAL RECORDS , AS INSTRUMENT NO. **186727**.

NOTE 1: A DOCUMENT ENTITLED "**A PARTIAL RELINQUISHMENT OF PATENT RIGHTS**" RECORDED **JUNE 26, 2003** IN BOOK NO. **20030626** AS INSTRUMENT NO. **03495** OF OFFICIAL RECORDS.

6. ANY EASEMENSTS NOT VACATED BY THAT CERTAIN ORDER OF RELINQUISHMENT RECORDED **NOVEMBER 06, 2003** IN BOOK NO. **20031106** AS DOCUMENT NO. **01457** OF OFFICIAL RECORDS
7. ANY EASEMENTS AS SHOWN ON THE MAP OF **ANTELOPE - UNIT 1**, ON FILE IN BOOK NO. **115** OF PLATS, AT PAGE **89**, OF OFFICIAL RECORDS.

NOTE : AND AMENDED BY THAT CERTAIN CERTIFICATE OF AMENDMENT RECORDED **APRIL 12, 2004** IN BOOK **20040412** AS INSTRUMENT NO. **02013** OF OFFICIAL RECORDS

8. AN EASEMENT FOR **ELECTRICAL LINES** AND INCIDENTAL PURPOSES, RECORDED **MARCH 15, 2004** IN BOOK NO. **20040315** AS INSTRUMENT NO. **01081** OF OFFICIAL RECORDS.  
GRANTED TO: **NEVADA POWER COMPANY.**  
AFFECTS: **A PORTION OF SAID LAND.**

9. AN EASEMENT FOR **ELECTRICAL AND COMMUNICATION LINES** AND INCIDENTAL PURPOSES, RECORDED **MARCH 15, 2004** IN BOOK NO. **20040315** AS INSTRUMENT NO. **01092** OF OFFICIAL RECORDS.  
GRANTED TO: **NEVADA POWER COMPANY AND CENTRAL TELEPHONE COMPANY.**  
AFFECTS: **A PORTION OF SAID LAND.**

10. AN EASEMENT FOR **MAINTAINING ELECTRICAL FACILITIES** AND INCIDENTAL PURPOSES, RECORDED **MAY 04, 2004** IN BOOK NO. **20040504** AS INSTRUMENT NO. **03071** OF OFFICIAL RECORDS.  
GRANTED TO: **NEVADA POWER COMPANY.**  
AFFECTS: **A PORTION OF SAID LAND.**

11. COVENANTS, CONDITIONS AND RESTRICTIONS IN THE DOCUMENT RECORDED JUNE 23, 2004 IN BOOK NO. 20040623 AS INSTRUMENT NO. 02016 OF OFFICIAL RECORDS, WHICH PROVIDE THAT A VIOLATION THEREOF SHALL NOT DEFEAT OR RENDER INVALID THE LIEN OF ANY FIRST MORTGAGE OR DEED OF TRUST MADE IN GOOD FAITH AND FOR VALUE, BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, MARITAL STATUS, ANCESTRY, DISABILITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN OR SOURCE OF INCOME, TO THE EXTENT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS VIOLATE TITLE 42, SECTION 3604(C), OF THE UNITED STATES CODES.

NOTE : DECLARATION OF ANNEXATION RECORDED APRIL 04, 2005 IN BOOK NO. 20050404 AS INSTRUMENT NO.0001107 OF OFFICIAL RECORDS.

12. A DEED OF TRUST TO SECURE AN ORIGINAL INDEBTEDNESS OF \$212,750.00, AND ANY AMOUNTS OR OBLIGATIONS SECURED THEREBY, RECORDED MAY 23, 2005 IN BOOK 20050523 AS INSTRUMENT NO. 0004228 AND RE-RECORDED OCTOBER 20, 2005 IN BOOK 20051020 AS INSTRUMENT NO. 0003872, BOTH OF OFFICIAL RECORDS.

DATED: MAY 13, 2005.  
TRUSTOR: HENRY E. IVY AND FREDDIE S IVY, HUSBAND AND WIFE WITH RIGHTS OF SURVIVORSHIP.  
TRUSTEE: STEWART TITLE COMPANY.  
BENEFICIARY: UNIVERSAL AMERICAN MORTGAGE COMPANY, LLC, LIMITED LIABILITY COMPANY.

NOTE 1: NOTICE OF DEFAULT RECORDED AUGUST 26, 2009 IN BOOK 20090826 AS INSTRUMENT NO. 0000352 OF OFFICIAL RECORDS.

13. A DEED OF TRUST TO SECURE AN ORIGINAL INDEBTEDNESS OF \$53,150.00, AND ANY OTHER AMOUNTS OR OBLIGATIONS SECURED THEREBY, RECORDED MAY 23, 2005 IN BOOK 20050523 AS INSTRUMENT NO. 0004229 OF OFFICIAL RECORDS.

DATED: MAY 13, 2005.  
TRUSTOR: HENRY E IVY AND FREDDIE S. IVY, HUSBAND AND WIFE WITH RIGHTS OF SURVIVORSHIP.  
TRUSTEE: STEWART TITLE COMPANY.  
BENEFICIARY: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS NOMINEE FOR  
LENDER: UNIVERSAL AMERICAN MORTGAGE COMPANY, LLC, LIMITED LIABILITY COMPANY.

14. A CLAIM OF LIEN RECORDED OCTOBER 23, 2009, IN BOOK 20091023, AS INSTRUMENT NO. 0000229, OF OFFICIAL RECORDS.

LIEN CLAIMANT: REPUBLIC SERVICES OF SOUTHERN NEVADA.  
PO BOX 98508.  
LAS VEGAS, NV 89193-8508.  
PHONE: 702-735-5151.  
AMOUNT: \$91.70.

15. A NOTICE OF HOMEOWNERS ASSOCIATION ASSESSMENT LIEN RECORDED NOVEMBER 12, 2009 IN BOOK NO. 20091112 AS INSTRUMENT NO. 0004474 OF OFFICIAL RECORDS.

ASSOCIATION: ANTELOPE HOMEOWNERS ASSOCIATION.  
AMOUNT: \$692.36, AND ANY OTHER AMOUNTS DUE THEREUNDER.

NOTE 1: NOTICE OF DEFAULT RECORDED FEBRUARY 17, 2011 IN BOOK 20110217 AS INSTRUMENT NO. 0001289 OF OFFICIAL RECORDS.

16. A CLAIM OF LIEN RECORDED AUGUST 23, 2010 IN BOOK 20100823, AS INSTRUMENT NO. 00004765, OF OFFICIAL RECORDS.

LIEN CLAIMANT: CITY OF LAS VEGAS SEWER.  
400 E STEWART AVE.  
LAS VEGAS, NV 89101.  
PHONE: 702-229-6281.  
AMOUNT: \$271.38.

ORDER NO: 5438443  
REFERENCE NO: NV08000274-11  
TITLE OFFICER: MARIE CRUZ  
PRODUCT TYPE: NEVADA PRELIM

17. A NOTICE OF HOMEOWNERS ASSOCIATION ASSESSMENT LIEN RECORDED **OCTOBER 19, 2010** IN BOOK NO. **20101019** AS INSTRUMENT NO. **0001557** OF OFFICIAL RECORDS.

ASSOCIATION: **ANTELOPE HOA.**

AMOUNT: **\$3,010.00**, AND ANY OTHER AMOUNTS DUE THEREUNDER.

18. RIGHTS OF PARTIES IN POSSESSION.

19. STATEMENTS OF INFORMATION FROM ALL PARTIES TO THE TRANSACTION.

ORDER NO: 5438443  
REFERENCE NO: NV08000274-11  
TITLE OFFICER: MARIE CRUZ  
PRODUCT TYPE: NEVADA PRELIM

DESCRIPTION

THE LAND REFERRED TO IN THIS DESCRIPTION SITUATED IN THE **STATE OF NEVADA,**  
**COUNTY OF CLARK, CITY OF LAS VEGAS** AND IS DESCRIBED AS FOLLOWS:

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.

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).

125-18-112-069

ORDER NO: 5438443  
REFERENCE NO: NV08000274-11  
TITLE OFFICER: MARIE CRUZ  
PRODUCT TYPE: NEVADA PRELIM

\* \* \* \* \*

## **WARNING**

"THE MAP ATTACHED HERETO MAY OR MAY NOT BE A SURVEY OF THE LAND DEPICTED THEREON. YOU SHOULD NOT RELY UPON IT FOR ANY PURPOSE OTHER THAN ORIENTATION TO THE GENERAL LOCATION OF THE PARCEL OR PARCELS DEPICTED. FIRST AMERICAN EXPRESSLY DISCLAIMS ANY LIABILITY FOR ALLEGED LOSS OR DAMAGE WHICH MAY RESULT FROM RELIANCE UPON THIS MAP".

\* \* \* \* \*

### **INFORMATIONAL NOTES**

Any failure by the foreclosing Trustee or Beneficiary to comply with the requirements of a County or City Ordinance, if any, as it pertains to the maintenance of the property described herein, prior to or during the foreclosure process.

NOTE 1: TAXES FOR THE FISCAL YEAR JULY 1, 2010, THROUGH JUNE 30, 2011, INCLUDING ANY SECURED PERSONAL PROPERTY TAXES COLLECTED BY THE COUNTY TREASURER.

PARCEL NO.: 125-18-112-069.  
TAX DISTRICT: 200.  
TOTAL TAX: \$1,519.30, PAID.

NOTE 2: ACCORDING TO THE PUBLIC RECORDS, THERE HAVE BEEN NO DEEDS CONVEYING THE LAND DESCRIBED HEREIN WITHIN A PERIOD OF TWENTY-FOUR MONTHS PRIOR TO THE DATE OF THIS REPORT, EXCEPT AS FOLLOWS:

**NONE.**

NOTE 3: THE FOLLOWING INFORMATION SHOULD BE USED FOR ALL FUNDS TO BE WIRED FOR THIS ORDER. PLEASE INCLUDE THE ESCROW OFFICERS NAME AND ESCROW NUMBER WHEN WIRING FUNDS TO:

**FIRST AMERICAN TRUST CO.  
5 FIRST AMERICAN WAY  
SANTA ANA, CA 92707  
ABA #122241255  
ACCOUNT #3097860000**

CREDIT: FIRST AMERICAN TITLE NATIONAL DEFAULT TITLE SERVICES

TITLE OFFICER: MARIE CRUZ

TITLE ORDER NO.: 5438443

ORDER NO: 5438443  
REFERENCE NO: NV08000274-11  
TITLE OFFICER: MARIE CRUZ  
PRODUCT TYPE: NEVADA PRELIM

## DESCRIPTION

THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE **STATE OF NEVADA,**  
**COUNTY OF CLARK, CITY OF LAS VEGAS,** AND IS DESCRIBED AS FOLLOWS:

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.

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).

125-18-112-069

## DIL SUPPORT

---

**From:** Ramirez, Joshua [jramirez@trusteecorps.com]  
**Sent:** Monday, May 16, 2011 5:26 PM  
**To:** DIL SUPPORT  
**Subject:** 22353767 \*\*\*TITLE IS NOT CLEAR \*\*\*  
**Attachments:** TSG.PDF.pdf

Good Afternoon,

PLEASE FORWARD AUTHORIZATION TO: [docapproval@trusteecorps.com](mailto:docapproval@trusteecorps.com) or  
[DILFollowup@trusteecorps.com](mailto:DILFollowup@trusteecorps.com)

TITLE IS NOT CLEAR DUE TO THE FOLLOWING EXCEPTIONS:

- \* A DEED OF TRUST, RECORDED MAY 23, 2005 IN BOOK 20050523 AS INSTRUMENT NO. 0004229, DATED: MAY 13, 2005. \$53,150.00 (PLEASE CONFIRM IF THIS IS WITH BOA)
- \* A CLAIM OF LIEN RECORDED OCTOBER 23, 2009, IN BOOK 20091023, AS INSTRUMENT NO. 0000229. \$91.70-REPUBLIC SERVICES OF SOUTHERN NEVADA
- \* A NOTICE OF HOMEOWNERS ASSOCIATION ASSESSMENT LIEN RECORDED NOVEMBER 12, 2009 IN BOOK NO. 20091112 AS INSTRUMENT NO. 0004474. \$692.36. ANTELOPE HOMEOWNERS ASSOCIATION
- \* A CLAIM OF LIEN RECORDED AUGUST 23, 2010 IN BOOK 20100823, AS INSTRUMENT NO. 00004765,\$271.38. CITY OF LAS VEGAS SEWER
- \* A NOTICE OF HOMEOWNERS ASSOCIATION ASSESSMENT LIEN RECORDED OCTOBER 19, 2010 IN BOOK NO. 20101019 AS INSTRUMENT NO. 0001557. \$3,010.00-ANTELOPE HOA

\*\*\*\*\*PLEASE TAKE NOTE EXCEPTIONS MAY APPEAR ON UPDATED TITLE SEARCHES WHICH WILL BE PROVIDED TO YOU AT THAT TIME\*\*\*\*\*

PLEASE ADVISE IF OUR OFFICE IS TO PROCEED WITH THE DEED IN LIEU DOCUMENTS, PLACE OUR FILE ON HOLD PENDING FURTHER REVIEW, OR CLOSE DUE TO THE DEED IN LIEU BEING DENIED/DECLINED.

TRUSTEE CORPS  
17100 GILLETTE AVENUE  
IRVINE, CA 92614  
TEL: 949-252-3800

FREDDIE MAC DESIGNATED COUNSEL IN AZ, CA & NV  
FANNIE MAE DESIGNATED COUNSEL IN AZ & CA  
PROVIDING DEFAULT SERVICES IN AZ, CA, ID, MT, NV, OR, TX & WA

### NOTICE OF CONFIDENTIALITY

THIS E-MAIL MESSAGE AND ATTACHMENTS, IF ANY, ARE INTENDED SOLELY FOR THE USE OF THE ADDRESSEE HEREOF, IN ADDITION, THIS MESSAGE AND ATTACHMENTS, IF ANY, MAY

CONTAIN INFORMATION THAT IS CONFIDENTIAL, PRIVILEGED AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF YOU ARE NOT THE INTENDED RECIPIENT OF THIS MESSAGE, YOU ARE PROHIBITED FROM READING, DISCLOSING, REPRODUCING, DISTRIBUTING, DISSEMINATING, OR OTHERWISE USING THIS TRANSMISSION. DELIVERY OF THIS MESSAGE TO ANY PERSON OTHER THAN THE INTENDED RECIPIENT IS NOT INTENDED TO WAIVE ANY RIGHT OR PRIVILEGE. IF YOU HAVE RECEIVED THIS MESSAGE IN ERROR, PLEASE PROMPTLY NOTIFY THE SENDER BY E-MAIL AND IMMEDIATELY DELETE THIS MESSAGE FROM YOUR SYSTEM

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**Snipes, Paul**

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**From:** DIL SUPPORT  
**Sent:** Monday, May 16, 2011 9:48 PM  
**To:** Snipes, Paul  
**Subject:** Title Received Loan# 22353767 - Ivy  
**Attachments:** TSG.PDF.pdf

\*\*\*\*\*TITLE RECEIVED\*\*\*\*\*

Title dated MAY 2, 2011 available in iPortal.

Title Results: not clear

**From:** Ramirez, Joshua [mailto:jramirez@trusteecorps.com]  
**Sent:** Monday, May 16, 2011 5:26 PM  
**To:** DIL SUPPORT  
**Subject:** 22353767 \*\*\*TITLE IS NOT CLEAR \*\*\*

Good Afternoon,

PLEASE FORWARD AUTHORIZATION TO: [docapproval@trusteecorps.com](mailto:docapproval@trusteecorps.com) or [DILFollowup@trusteecorps.com](mailto:DILFollowup@trusteecorps.com)

TITLE IS NOT CLEAR DUE TO THE FOLLOWING EXCEPTIONS:

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\* A NOTICE OF HOMEOWNERS ASSOCIATION ASSESSMENT LIEN RECORDED NOVEMBER 12, 2009 IN BOOK NO. 20091112 AS INSTRUMENT NO. 0004474. \$692.36. ANTELOPE HOMEOWNERS ASSOCIATION

\* A CLAIM OF LIEN RECORDED AUGUST 23, 2010 IN BOOK 20100823, AS INSTRUMENT NO. 00004765,\$271.38. CITY OF LAS VEGAS SEWER

\* A NOTICE OF HOMEOWNERS ASSOCIATION ASSESSMENT LIEN RECORDED OCTOBER 19, 2010 IN BOOK NO. 20101019 AS INSTRUMENT NO. 0001557. \$3,010.00-ANTELOPE HOA

\*\*\*\*PLEASE TAKE NOTE EXCEPTIONS MAY APPEAR ON UPDATED TITLE SEARCHES WHICH WILL BE PROVIDED TO YOU AT THAT TIME\*\*\*\*

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TRUSTEE CORPS  
17100 GILLETTE AVENUE  
IRVINE, CA 92614  
TEL: 949-252-3800

FREDDIE MAC DESIGNATED COUNSEL IN AZ, CA & NV  
FANNIE MAE DESIGNATED COUNSEL IN AZ & CA  
PROVIDING DEFAULT SERVICES IN AZ, CA, ID, MT, NV, OR, TX & WA

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This message has been sent from a law firm and may contain information that is confidential or privileged. If you are not the intended recipient, please advise the sender immediately by reply e-mail and delete this message and any attachments without retaining a copy. Any disclosure, copying, distribution or use of the contents of this message is prohibited. If you have any questions, please feel free to call us. Thank you.

0 202351581

# POLICY OF TITLE INSURANCE

ISSUED BY



SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, NORTH AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested otherwise than as stated therein;
2. Any defect in or lien or encumbrance on such title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land;
5. The invalidity or unenforceability of the lien of the insured mortgage upon the title;
6. The priority of any lien or encumbrance over the lien of the insured mortgage;
7. Lack of priority of the lien of the insured mortgage over any statutory lien for services, labor or material:
  - (a) arising from an improvement or work related to the land which is contracted for or commenced prior to Date of Policy; or
  - (b) arising from an improvement or work related to the land which is contracted for or commenced subsequent to Date of Policy and which is financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
8. Any assessments for street improvements under construction or completed at Date of Policy which now have gained or hereafter may gain priority over the insured mortgage; or
9. The invalidity or unenforceability of any assignment of the insured mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the insured mortgage in the named insured assignee free and clear of all liens.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title or the lien of the insured mortgage, as insured, but only to the extent provided in the Conditions and Stipulations.

**NORTH AMERICAN TITLE INSURANCE COMPANY**

BY

PRESIDENT

ATTEST

SECRETARY



A92 799401

USB000650

JA01195



North American Title Insurance Company

**SCHEDULE A**

Customer Ref.: 0006650683

File Number: NV204-04275GRY

Policy Number: 799401

Amount of Insurance: \$ 212,750.00

Date of Policy:

Premium: \$ 381.85

May 23, 2005 at 02:40 PM

1. Name of Insured:

UNIVERSAL AMERICAN MORTGAGE COMPANY, LLC, ITS SUCCESSORS AND ASSIGNS

2. The estate or interest in the land which is encumbered by the insured mortgage is:

FEE AND EASEMENT

3. Title to the estate or interest in the land is vested in:

HENRY E IVY AND FREDDIE S IVY, HUSBAND AND WIFE WITH RIGHTS OF SURVIVORSHIP

4. The insured mortgage and assignments thereof, if any, are described as follows:

DEED OF TRUST DATED 05/13/05 FROM HENRY E IVY AND FREDDIE S IVY, HUSBAND AND WIFE WITH RIGHTS OF SURVIVORSHIP, AS TRUSTOR TO STEWART TITLE COMPANY, AS TRUSTEE TO UNIVERSAL AMERICAN MORTGAGE COMPANY, LLC AS BENEFICIARY, IN THE ORIGINAL PRINCIPAL AMOUNT OF \$212,750.00 RECORDED 05/23/05 IN BOOK 20050523 AS DOCUMENT NO. 4228 OF OFFICIAL RECORDS.

5. The land referred to in this policy is described as follows:

SEE SCHEDULE C ATTACHED HERETO

**NORTH AMERICAN TITLE INSURANCE  
COMPANY**

By: Steven Marshall

**NORTH AMERICAN TITLE COMPANY**  
Authorized Agent

North American Title Insurance Company

SCHEDULE B

Customer Ref.: 0006650683

File Number: NV204-04275GRY

Policy Number: 799401

EXCEPTIONS FROM COVERAGE  
PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. TAXES FOR THE FISCAL YEAR 2004 TO 2005 HAVE BEEN PAID IN FULL IN THE AMOUNT OF \$462.03.

APN: 125-18-112-069

2. ANY SUPPLEMENTAL TAXES WHICH MAY BECOME A LIEN ON THE SUBJECT PROPERTY BY REASON OF INCREASED VALUATIONS DUE TO LAND USE OR IMPROVEMENT, NRS 361-260, OR OTHERWISE.

ANY SPECIAL ASSESSMENTS WHICH MAY BE DUE AND PAYABLE AND WHICH ARE NOT ASSESSED THROUGH THE CLARK COUNTY TREASURER'S OFFICE AND ARE BEING BILLED BY THE ENTITY WHERE THE PARCEL IS LOCATED..

3. THE HEREIN DESCRIBED PROPERTY LIES WITHIN THE BOUNDARIES OF THE CLARK COUNTY SANITATION DISTRICT AND IS SUBJECT TO ANY AND ALL ASSESSMENTS AND OBLIGATIONS THEREOF.

4. WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS.

5. RESERVATIONS IN THE PATENT FROM THE UNITED STATES OF AMERICA, RECORDED 12/10/56 IN BOOK 115 AS DOCUMENT NO. 95147 OF OFFICIAL RECORDS.

SAID PATENT FURTHER RESERVES AND IS SUBJECT TO A RIGHT-OF-WAY NOT EXCEEDING THIRTY-THREE (33) FEET IN WIDTH FOR ROADWAY AND PUBLIC UTILITY PURPOSES:

A PARTIAL RELINQUISHMENT OF PATENT RIGHTS.

BY: NEVADA POWER COMPANY, A NEVADA CORPORATION  
RECORDED: 06/26/03  
BOOK: 20030626  
DOCUMENT NO.: 3495, OFFICIAL RECORDS

6. RESERVATIONS IN THE PATENT FROM THE UNITED STATES OF AMERICA, RECORDED 08/01/57 IN BOOK 136 AS DOCUMENT NO. 111918 OF OFFICIAL RECORDS.

SAID PATENT FURTHER RESERVES AND IS SUBJECT TO, A RIGHT-OF-WAY NOT EXCEEDING THIRTY-THREE (33) FEET IN WIDTH FOR ROADWAY AND PUBLIC UTILITY PURPOSES:

A PARTIAL RELINQUISHMENT OF PATENT RIGHTS.

BY: NEVADA POWER COMPANY, A NEVADA CORPORATION  
RECORDED: 06/26/03  
BOOK: 20030626  
DOCUMENT NO.: 3495, OFFICIAL RECORDS.

7. RESERVATIONS IN THE PATENT FROM THE UNITED STATES OF AMERICA, RECORDED 02/01/60

ALTA Loan/Construction Loan Policy  
Schedule B - Part I (10/17/92)

(NV204-04275GRY.PFD/NV204-04275GRY/37)

USB000653

JA01198

**SCHEDULE B - PART I**  
(Continued)

File Number: NV204-04275GRY

Policy Number: 799401

IN BOOK 230 AS DOCUMENT NO. 186727 OF OFFICIAL RECORDS

SAID PATENT FURTHER RESERVES AND IS SUBJECT TO, A RIGHT-OF-WAY NOT EXCEEDING THIRTY-THREE (33) FEET IN WIDTH FOR ROADWAY AND PUBLIC UTILITY PURPOSES:

A PARTIAL RELINQUISHMENT OF PATENT RIGHTS.

BY: NEVADA POWER COMPANY, A NEVADA CORPORATION  
RECORDED: 06/26/03  
BOOK: 20030626  
DOCUMENT NO.: 3495, OFFICIAL RECORDS.

8. TERMS, COVENANTS, CONDITIONS AND PROVISIONS IN AN INSTRUMENT ENTITLED "MEMORANDUM OF INFRASTRUCTURE PARTICIPATION AGREEMENT", RECORDED 06/23/03 IN BOOK 20030623 AS DOCUMENT NO. 1943 OF OFFICIAL RECORDS.
9. ANY EASEMENTS NOT VACATED BY THAT CERTAIN ORDER OF RELINQUISHMENT RECORDED 11/06/03 IN BOOK 20031106 AS DOCUMENT NO. 1457 OF OFFICIAL RECORDS.
10. RIGHT-OF-WAY GRANT AFFECTING THAT PORTION OF SAID LAND AND FOR THE PURPOSES THEREIN AND INCIDENTAL PURPOSES THERETO:

IN FAVOR OF: CITY OF LAS VEGAS  
FOR : STREETLIGHTS, FIRE HYDRANT AND APPURTENANCES  
RECORDED: 11/06/03  
BOOK: 20031106  
DOCUMENT NO.: 1457, OF OFFICIAL RECORDS

11. DEDICATIONS AND EASEMENTS AS SHOWN ON THE RECORDED MAP REFERRED TO HEREIN, ON FILE IN BOOK 115 OF PLATS, PAGE 89, OF OFFICIAL RECORDS.
12. RIGHT OF ENTRY AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSE STATED THEREIN, AND INCIDENTAL PURPOSES.

IN FAVOR OF: NEVADA POWER COMPANY

NO REPRESENTATION IS MADE AS TO THE PRESENT OWNERSHIP OF SAID EASEMENT.

FOR: ELECTRICAL LINES  
RECORDED: 03/15/04  
BOOK NO.: 20040315  
DOCUMENT NO.: 1081

13. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSE STATED THEREIN, AND INCIDENTAL PURPOSES.

IN FAVOR OF: NEVADA POWER COMPANY AND CENTRAL TELEPHONE COMPANY

NO REPRESENTATION IS MADE AS TO THE PRESENT OWNERSHIP OF SAID EASEMENT.

FOR: ELECTRICAL AND COMMUNICATION LINES  
RECORDED: 03/15/04

**SCHEDULE B - PART I**  
(Continued)

File Number: NV204-04275GRY

Policy Number: 799401

BOOK NO.: 20040315  
DOCUMENT NO.: 1092

14. COVENANTS, CONDITIONS AND RESTRICTIONS (BUT DELETING THEREFROM ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION, OR DISCRIMINATION, BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN) AS CONTAINED IN THE DECLARATION OF RESTRICTIONS RECORDED 06/23/04 IN BOOK 20040623 AS DOCUMENT NO. 2016.

SAID COVENANTS, CONDITIONS AND RESTRICTIONS PROVIDE THAT A VIOLATION THEREOF SHALL NOT DEFEAT THE LIEN OF ANY MORTGAGE OR DEED OF TRUST MADE IN GOOD FAITH AND FOR VALUE.

AFFECTS: Lots 5 thru 8 in Block A  
Lots 149 thru 168 in Block B  
Lots 177 thru 188 in Block C

THE RIGHT TO LEVY CERTAIN CHARGES OR ASSESSMENTS AGAINST SAID LAND WHICH SHALL BECOME A LIEN IF NOT PAID AS SET FORTH IN THE ABOVE DECLARATION OF RESTRICTIONS AND IS CONFERRED UPON: ANTELOPE HOMEOWNERS ASSOCIATION, INCLUDING ANY UNPAID DELINQUENT ASSESSMENT AS PROVIDED THEREIN.

(PAID CURRENT)

SAID COVENANTS, CONDITIONS AND RESTRICTIONS WERE MODIFIED BY AN INSTRUMENT RECORDED 07/09/04 IN BOOK NO. 20040709 AS DOCUMENT NO. 4842.

THE PROVISIONS OF SAID COVENANTS, CONDITIONS AND RESTRICTIONS WERE EXTENDED TO INCLUDE THE HEREIN DESCRIBED LAND BY A DECLARATION OF ANNEXATION RECORDED 04/04/05 IN BOOK NO. 20050404 AS DOCUMENT NO. 1107.

AFFECT LOTS:

ONE HUNDRED THIRTY FOUR (134) - ONE HUNDRED FORTY-EIGHT (148) IN BLOCK B



**North American Title Insurance Company**

**SCHEDULE B**

**Customer Ref.: 0006650683**

**File Number: NV204-04275GRY**

**Policy Number: 799401**

**PART II**

In addition to the matters set forth in Part I of this Schedule, the title to the estate or interest in the land described or referred to in Schedule C is subject to the following matters, if any be shown, but the Company insures that these matters are subordinate to the lien or charge of the insured mortgage upon the estate or interest:

DEED OF TRUST DATED 05/13/05 FROM HENRY E IVY AND FREDDIE S IVY, HUSBAND AND WIFE WITH RIGHTS OF SURVIVORSHIP, AS TRUSTOR TO STEWART TITLE COMPANY, AS TRUSTEE TO MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS BENEFICIARY, IN THE ORIGINAL PRINCIPAL AMOUNT OF \$53,150.00 RECORDED 05/23/05 IN BOOK 20050523 AS DOCUMENT NO. 4229 OF OFFICIAL RECORDS

**PROPERTY DESCRIPTION**

The land referred to in this Policy is 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.**

**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).**

CLTA Form 100 (Rev. 6-14-96)  
ALTA - Lender

***Restrictions, Encroachments & Minerals***

**ENDORSEMENT**

Attached to Policy No. 799401

Issued By

**NORTH AMERICAN TITLE INSURANCE COMPANY**

The Company hereby insures the owner of the indebtedness secured by the insured mortgage against loss or damage which the insured shall sustain by reason of:

1. The existence of any of the following:
  - (a) Covenants, conditions or restrictions under which the lien of the mortgage referred to in Schedule A can be cut off, subordinated, or otherwise impaired;
  - (b) Present violations on the land of any enforceable covenants, conditions or restrictions;
  - (c) Except as shown in Schedule B, encroachments of buildings, structures or improvements located on the land onto adjoining lands, or any encroachments onto the land of buildings, structures or improvements located on adjoining lands.
2.
  - (a) Any future violations on the land of any covenants, conditions or restrictions occurring prior to acquisition of title to the estate or interest referred to in Schedule A by the insured, provided such violations result in impairment or loss of the lien of the mortgage referred to in Schedule A, or result in impairment or loss of the title to the estate or interest referred to in Schedule A if the insured shall acquire such title in satisfaction of the indebtedness secured by the insured mortgage;
  - (b) Unmarketability of the title to the estate or interest referred to in Schedule A by reason of any violations on the land, occurring prior to acquisition of title to the estate or interest referred to in Schedule A by the insured, of any covenants, conditions or restrictions.
3. Damage to existing improvements, including lawns, shrubbery or trees
  - (a) Which are located or encroach upon that portion of the land subject to any easement shown in Schedule B, which damage results from the exercise of the right to use or maintain such easement for the purposes for which the same was granted or reserved;

(b) Resulting from the exercise of any right to use the surface of the land for the extraction or development of the minerals excepted from the description of the land or shown as a reservation in Schedule B.

4. Any final court order or judgment requiring removal from any land adjoining the land of any encroachment shown in Schedule B.

Wherever in this endorsement any or all the words "covenants," "conditions" or "restrictions" appear, they shall not be deemed to refer to or include the terms, covenants, conditions or restrictions contained in any lease.

For purposes of this endorsement, the words "covenants," "conditions" or "restrictions" shall not be deemed to refer to or include any covenants, conditions or restrictions relating to environmental protection, except to the extent that a notice of a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy and is not excepted in Schedule B.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

Policy Date: May 23, 2005 at 02:40 PM

NORTH AMERICAN TITLE INSURANCE  
COMPANY

By Steven Marshall 194

North American Title Company  
Authorized Agent

Page Two of Two

CLTA Form 100 (Rev. 6-14-96)  
ALTA - Lender

S8NVOTE.1744 Rev. 5/7/03

USB000659

JA01204

Order No.: NV204-04275GRY  
Customer Ref.: 0006650683

CLTA Form 116 (Rev. 6-14-96)  
ALTA - Lender

*Designation of Improvements, Address*

**ENDORSEMENT**

Attached to Policy No. 799401

Issued By

**NORTH AMERICAN TITLE INSURANCE COMPANY**

The Company hereby insures the owner of the indebtedness secured by the insured mortgage against loss or damage which the insured shall sustain by reason of the failure of (i) a single family residence known as 7868 Marbledoe Street, Las Vegas, NV 89149, to be located on the land at Date of Policy, or (ii) the map attached to this policy to correctly show the location and dimensions of the land according to the public records.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

Policy Date: May 23, 2005 at 02:40 PM

**NORTH AMERICAN TITLE INSURANCE  
COMPANY**

By Steven Marshall  
North American Title Company  
Authorized Agent

Order No.: NV204-04275GRY  
Customer Ref.: 0006650683

CLTA Form 115.2 (Rev. 3-27-92)  
ALTA Endorsement Form 5 (Planned Unit Development)

*Planned Unit Development*

**ENDORSEMENT**

Attached to Policy No. 799401

Issued By

**NORTH AMERICAN TITLE INSURANCE COMPANY**

The Company insures the Insured against loss or damage sustained by reason of:

1. Present violations of any restrictive covenants referred to in Schedule B which restrict the use of the land, except violations relating to environmental protection unless a notice of a violation thereof has been recorded or filed in the public records and is not excepted in Schedule B. The restrictive covenants do not contain any provisions which will cause a forfeiture or reversion of title.
2. The priority of any lien for charges and assessments at Date of Policy in favor of any association of homeowners which are provided for in any document referred to in Schedule B over the lien of any insured mortgage identified in Schedule A.
3. The enforced removal of any existing structure on the land (other than a boundary wall or fence) because it encroaches onto adjoining land or onto any easements.
4. The failure of title by reason of a right of first refusal to purchase the land which was exercised or could have been exercised at Date of Policy.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

Policy Date: May 23, 2005 at 02:40 PM

**NORTH AMERICAN TITLE INSURANCE  
COMPANY**

By Steven Marshall  
North American Title Company  
Authorized Agent

CLTA Form 110.9 (Rev. 3-13-87)  
ALTA Endorsement Form 8.1 (3-27-87)

*Environmental Lien*

**ENDORSEMENT**

Attached to Policy No. 799401

Issued By

**NORTH AMERICAN TITLE INSURANCE COMPANY**

The insurance afforded by this endorsement is only effective if the land is used or is to be used primarily for residential purposes.

The Company insures the Insured against loss or damage sustained by reason of lack of priority of the lien of the Insured mortgage over:

- (a) any environmental protection lien which, at Date of Policy, is recorded in those records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge, or filed in the records of the clerk of the United States district court for the district in which the land is located, except as set forth in Schedule B; or
- (b) any environmental protection lien provided for by any state statute in effect at Date of Policy, except environmental protection liens provided for by the following state statutes:

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

Policy Date: May 23, 2005 at 02:40 PM

**NORTH AMERICAN TITLE INSURANCE  
COMPANY**

By Steven Marshall Hall  
North American Title Company  
Authorized Agent

Order No.: NV204-04275GRY  
Customer Ref.: 0006650683

CLTA Form 111.5 (Rev. 3-13-87)  
ALTA Form 6 (Variable Rate Mortgage)

**Variable Rate**

**ENDORSEMENT**  
Attached to Policy No. 799401  
Issued By  
**NORTH AMERICAN TITLE INSURANCE COMPANY**

The Company insures the owner of the indebtedness secured by the insured mortgage against loss or damage sustained by reason of:

1. The invalidity or unenforceability of the lien of the insured mortgage resulting from the provisions therein which provide for changes in the rate of interest.
2. Loss of priority of the lien of the insured mortgage as security for the unpaid principal balance of the loan, together with interest as changed in accordance with the provisions of the insured mortgage, which loss of priority is caused by the changes in the rate of interest.

"Changes in the rate of interest", as used in this endorsement, shall mean only those changes in the rate of interest calculated pursuant to the formula provided in the insured mortgage at Date of Policy.

This endorsement does not insure against loss or damage based upon (a) usury, or (b) any consumer credit protection or truth in lending law.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto, except that the insurance afforded by this endorsement is not subject to Section 3(d) of the Exclusions From Coverage. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

Policy Date: May 23, 2005 at 02:40 PM

**NORTH AMERICAN TITLE INSURANCE  
COMPANY**

By Steven Marshall  
North American Title Company  
Authorized Agent



# NOTES

This map is for assessment and does not represent a survey. No liability is assumed for the accuracy of the data exhibited herein. Information on roads and other non-assessed parcels may be obtained from the deed document listing in the assessor's office. This map is compiled from official records, including surveys and deeds. Not only contains the information required for assessment. See the recorder's documents for more detailed legal information.

SEE THE SEPARATE MAP FOR THE RECORDING INFORMATION.

# MAP LEGEND

ASSESSOR'S PARCELS - CLARK CO., NV.  
M. W. Schofield, Assessor

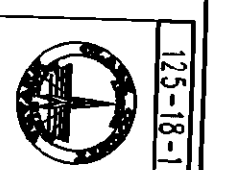
Parcel Boundary  
Sub Boundary  
Road Easement  
Paved Boundary  
Non-Parcel Lot Line  
Match Line / Leader Line  
Road Number

Parcel Number  
100  
Parcel Sub/Size Number  
202  
Plat Recording Number  
5  
Block Number  
5  
Lot Number  
5  
Cov. Lot Number

Scale	1"=200'	1"=400'	1"=600'	1"=800'	1"=1000'
Scale	1"=200'	1"=400'	1"=600'	1"=800'	1"=1000'

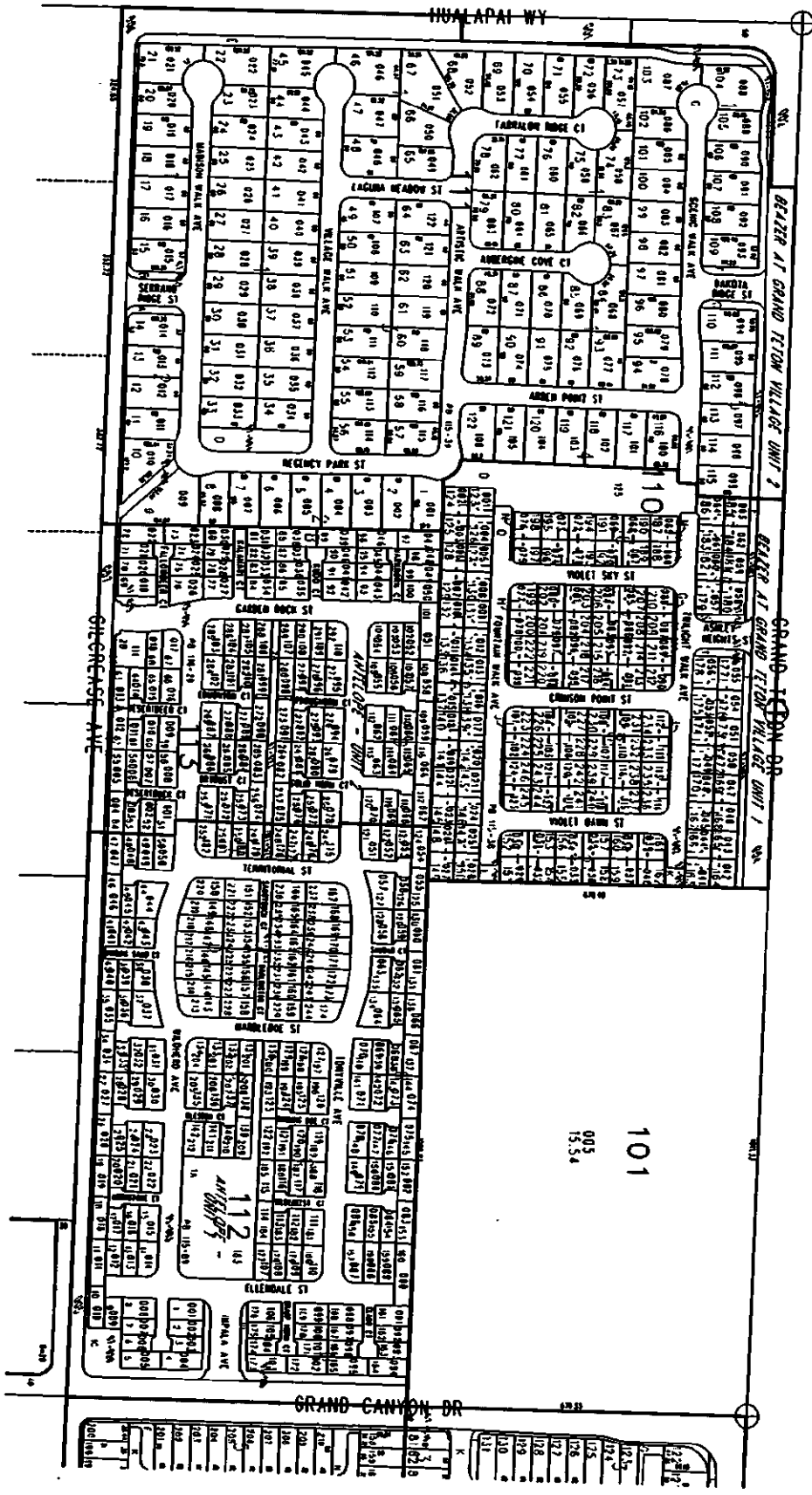
Scale	1"=200'	1"=400'	1"=600'	1"=800'	1"=1000'
Scale	1"=200'	1"=400'	1"=600'	1"=800'	1"=1000'

Scale	1"=200'	1"=400'	1"=600'	1"=800'	1"=1000'
Scale	1"=200'	1"=400'	1"=600'	1"=800'	1"=1000'



USB000664

JA01209



TAX DIST 200

(a) **After Acquisition of Title.** The coverage of this policy shall continue in force as of Date of Policy in favor of (i) an insured who acquires all or any part of the estate or interest in the land by foreclosure, trustee's sale, conveyance in lieu of foreclosure or other legal manner which discharges the lien of the insured mortgage; (ii) a transferee of the estate or interest so acquired from an insured corporation, provided the transferee is the parent or wholly-owned subsidiary of the insured corporation, and their corporate successors by operation of law and not by purchase, subject to any rights or defenses the Company may have against any predecessor insureds; and (iii) any governmental agency or governmental instrumentality which acquires all or any part of the estate or interest pursuant to a contract of insurance or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage.

(b) **After Conveyance of Title.** The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

(c) **Amount of Insurance.** The amount of insurance after the acquisition or after the conveyance shall in neither event exceed the least of:

- (i) The amount of insurance stated in Schedule A;
- (ii) the amount of the principal of the indebtedness secured by the insured mortgage as of Date of Policy, interest thereon, expenses of foreclosure, amounts advanced pursuant to the insured mortgage to assure compliance with laws or to protect the lien of the insured mortgage prior to the time of acquisition of the estate or interest in the land and secured thereby and reasonable amounts expended to prevent deterioration of improvements, but reduced by the amount of all payments made; or
- (iii) the amount paid by any governmental agency or governmental instrumentality, if the agency or instrumentality is the insured claimant, in the acquisition of the estate or interest in satisfaction of its insurance contract or guaranty.

### 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest or the lien of the insured mortgage, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest or the lien of the insured mortgage, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

### 4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary

to Pay or Tender Payment of the Amount of Insurance or to Purchase the Indebtedness.

(i) to pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay; or

(ii) to purchase the indebtedness secured by the insured mortgage for the amount owing thereon together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of purchase and which the Company is obligated to pay.

If the Company offers to purchase the indebtedness as herein provided, the owner of the indebtedness shall transfer, assign, and convey the indebtedness and the insured mortgage, together with any collateral security, to the Company upon payment therefor.

Upon the exercise by the Company of either of the options provided for in paragraphs (i) or (ii), all liability and obligations to the insured under this policy, other than to make the payment required in those paragraphs, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

### 7. DETERMINATION AND EXTENT OF LIABILITY.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the amount of insurance stated in Schedule A, or, if applicable, the amount of insurance as defined in Section 2(c) of these Conditions and Stipulations;

(ii) the amount of unpaid principal indebtedness secured by the insured mortgage as limited or provided under Section 8 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage insured against by this policy occurs, together with interest thereon; or

(iii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the insured has acquired the estate or interest in the manner described in Section 2(a) of these Conditions and Stipulations or has conveyed the title, then the liability of the Company shall continue as set forth in Section 7(a) of these Conditions and Stipulations.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

### 8. LIMITATION OF LIABILITY.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, or otherwise establishes the lien of the insured mortgage, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title or to the lien of the insured mortgage, as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

(d) The Company shall not be liable for:

(i) any indebtedness created subsequent to Date of Policy except for advances made to protect the lien of the insured mortgage and secured thereby and reasonable amounts expended to prevent deterioration of improvements; or

(ii) construction loan advances made subsequent to Date of Policy, except construction loan advances made subsequent to Date of Policy for the purpose of financing in whole or in part the construction of an improvement to the land which at Date of Policy were secured by the insured mortgage and which the insured was and continued to be obligated to advance at and after Date of Policy.

by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to all rights and remedies of the insured claimant after the insured claimant shall have recovered its principal, interest, and costs of collection.

### (b) The Insured's Rights and Limitations.

Notwithstanding the foregoing, the owner of the indebtedness secured by the insured mortgage, provided the priority of the lien of the insured mortgage or its enforceability is not affected, may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the insured mortgage, or release any collateral security for the indebtedness.

When the permitted acts of the insured claimant occur and the insured has knowledge of any claim of title or interest adverse to the title to the estate or interest or the priority or enforceability of the lien of the insured mortgage, as insured, the Company shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

### (c) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

The Company's right of subrogation shall not be avoided by acquisition of the insured mortgage by an obligor (except an obligor described in Section 1(a)(ii) of these Conditions and Stipulations) who acquires the insured mortgage as a result of an indemnity, guarantee, other policy of insurance, or bond and the obligor will not be an insured under this policy, notwithstanding Section 1(a)(i) of these Conditions and Stipulations.

### 13. ARBITRATION.

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The laws of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

### 14. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the lien of the insured mortgage or of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

### 15. SEVERABILITY.

In the event any provision of this policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

### 16. NOTICES, WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and be addressed to it at its main office at 2185 N. California Blvd., Suite 575, Walnut Creek, California 94596.

# **POLICY OF TITLE INSURANCE**



Assessor's/Tax ID No. 12518112069  
Recording Requested By:  
OCWEN LOAN SERVICING, LLC  
When Recorded Return To:  
OCWEN LOAN SERVICING, LLC  
1795 INTERNATIONAL WAY  
IDAHO FALLS, ID 83402

Inst #: 20180601-0003171  
Fees: \$40.00  
06/01/2018 03:42:04 PM  
Receipt #: 3418478  
Requestor:  
NATIONWIDE LEGAL  
Recorded By: DROY Pgs: 2  
DEBBIE CONWAY  
CLARK COUNTY RECORDER  
Src: FRONT COUNTER  
Ofc: MAIN OFFICE

**CORPORATE ASSIGNMENT OF DEED OF TRUST**

**Clark, Nevada**

**SELLER'S SERVICING #: 7131458866 "IVY"**

**SELLER'S LENDER ID#: NW 25315**

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

Date of Assignment: 5/17/18

Assignor: EAGLE HOME MORTGAGE, LLC F/K/A UNIVERSAL AMERICAN MORTGAGE COMPANY LLC at 700 NW 107<sup>th</sup> Avenue 3<sup>rd</sup> Floor, Miami, FL 33172-3139

Assignee: GREENPOINT MORTGAGE FUNDING, INC at 7933 PRESTON ROAD, PLANO, TX 75024

Executed By: HENRY E IVY AND FREDDIE S IVY, HUSBAND AND WIFE WITH RIGHTS OF SURVIVORSHIP To: UNIVERSAL AMERICAN MORTGAGE COMPANY, LLC Date of Deed of Trust: 05/13/2005 Recorded: 05/23/2005 in Book: 20050523 as Instrument No.: 0004228 ReRecorded 10/20/2005 in Book: 20051020 as Instrument No.: 0003872 In the County of Clark, State of Nevada.

Assessor's/Tax ID No. 12518112069

Property Address: 7868 MARBLE DOE STREET, LAS VEGAS, NV 89149

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said Assignor hereby assigns unto the above-named Assignee, the said Deed of Trust having an original principal sum of \$212,750.00 with interest, secured thereby, and the full benefit of all the powers and of all the covenants and provisos therein contained, and the said Assignor hereby grants and conveys unto the said Assignee, the Assignor's interest under the Deed of Trust.

\*RRM\*RR2GMAC\*02/26/2018 10:37:49 AM\* GMAC40GMACA000000000000004953462\*  
NVCLARK\* NVCLARK\_TRUST\_ASSIGN\_ASSN \* LJW\*LJWGMAC\*

**USBANK000667**

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CORPORATE ASSIGNMENT OF DEED OF TRUST Page 2 of 2

TO HAVE AND TO HOLD the said Deed of Trust, and the said property unto the said Assignee forever, subject to the terms contained in said Deed of Trust. IN WITNESS WHEREOF, the assignor has executed these presents the day and year first above written:

EAGLE HOME MORTGAGE, LLC A FLORIDA LIMITED LIABILITY COMPANY F/K/A  
UNIVERSAL AMERICAN MORTGAGE COMPANY LLC, A FLORIDA LIMITED LIABILITY  
COMPANY

On 5/17/18

By: Darlene Fajardo

Name: Darlene Fajardo

Title: Assistant Vice President

STATE OF FLORIDA  
COUNTY OF PINELLAS

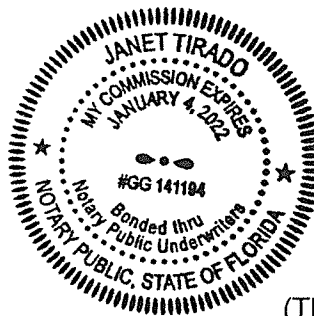
On 5/17/18, before me, Janet Tirado, a Notary Public in Pinellas in the State of Florida, personally appeared Darlene Fajardo, Assistant Vice President, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature 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,

Janet Tirado

Janet Tirado, Notary Public

Notary Expires: 1/4/22



(This area for notarial seal)

Mail Tax Statements To: HENRY IVY, 7868 MARBLE DOE STREET, LAS VEGAS, NV 89149

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NVCLARK\* NVCLARK\_TRUST\_ASSIGN\_ASSN \* LJW\*LJWGMAC\*

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