

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 2005A8, 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. 39867C

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 I X

WRIGHT, FINLAY & ZAK, LLP  
Christina V. Miller, Esq.  
Nevada Bar No. 12448  
Lindsay D. Robbins, Esq.  
Nevada Bar No. 13474  
7785 W. Sahara Ave., Suite 200  
Las Vegas, Nevada 89117  
(702) 475-964; Fax: (702) -934-5  
[cmiller@wrightlegal.net](mailto:cmiller@wrightlegal.net)

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

DOCUMENT	VOL	BATE S
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 Conclusion	XII	JA02268 JA02283
Bench Memorandum Regarding Whether Defendant Bona Fide Purchase is Irrelevant	X	JA01939 JA01943
Complaint	I	JA00001 JA00062
& R X U W ¶ V 7-11-18 Alesio & Koenig, LLC Dated 1/12 from Ryan Kerbow to A. Bhame Re: 7868 Marbledo Ct./HO #18842	X	JA01896 JA01897
& R X U W ¶ V 7-11-18 Excerpts of Deposition of Ortv Dated 6/14/18	X	JA01898 JA01899
' H I H Q G D Q W \$ Q W H O R S H + R P H R and Affirmative Defenses	III	JA00434 JA00443
Docket (A16739867)	XIII	JA02477 JA02483
Findings of Fact and Conclusions of Law and Judgment	XII	JA02300 JA02318
First Amended Complaint	II	JA00283 JA00346
Joint Trial Exhibit - Declaration of Covenants, Conditions, and Restrictions for Antequity Interest in D Q G 5 H V W U L F W L R Q V I R U \$ Q W	III	JA00523 JA00585
Joint Trial Exhibit - Second Amendment to the Declaration of Covenants, Conditions, and Restrictions for Antequity Interest in D Q G 5 H V W U L F W L R Q V I R U \$ Q W + R P H R Z Q H U V ¶ \$ V V R F L D W L R Q	III	JA00586 JA00588
Joint Trial Exhibit - Grant, Bargain, Sale Deed	III	JA00589 JA00592
Joint Trial Exhibit - Notice of Default and Election to Foreclose Under Deed of Trust	III	JA00593 JA00594
Joint Trial Exhibit - Deed of Trust	III	JA00595 JA00616

DOCUMENT	VOL	BATE S
Joint Trial Exhibit - <del>6</del> Deed of Trust (Second)	III	JA00617 JA00629
Joint Trial Exhibit - <del>7</del> Deed of Trust recorded to add correct Adjustable Rate Rider	IV	JA00630 JA00655
Joint Trial Exhibit - <del>8</del> Grant, Bargain, Sale Deed recorded to correct vesting to show Henry E. Ivy and Freddie husband and wife as joint tenants with rights of survivorship	IV	JA00656 JA00661
Joint Trial Exhibit - <del>9</del> Notice of Delinquent Assessment (Lien)	IV	JA00662
Joint Trial Exhibit <del>10</del> Notice of Delinquent Violation Lien	IV	JA00663 JA00664
Joint Trial Exhibit <del>11</del> Notice of Default and Election to Foreclose Under Homeowners Association Lien	IV	JA00665
Joint Trial Exhibit <del>12</del> 1 R W L F H R I 7 U X V W H	IV	JA00666
Joint Trial Exhibit <del>13</del> 1 R W L F H R I 7 U X V W H	IV	JA00667
Joint Trial Exhibit <del>14</del> 1 R W L F H R I 7 U X V W H	IV	JA00668
Joint Trial Exhibit <del>15</del> 7 U X V W H H 9 V ' H H G 8	IV	JA00669 JA00670
Joint Trial Exhibit <del>16</del> Release of Notice of Delinquent Assessment Lien	IV	JA00671
Joint Trial Exhibit <del>17</del> Rescission of Election to Declare Default	IV	JA00672 JA00673
Joint Trial Exhibit <del>18</del> Notice of Delinquent Violation Lien	IV	JA00674 JA00675
Joint Trial Exhibit <del>19</del> Request for Notice Pursuant to 116.31168	IV	JA00676 JA00678
Joint Trial Exhibit <del>20</del> Notice of Lis Pendens	IV	JA00679 JA00682
Joint Trial Exhibit <del>21</del> Letter from Miles, Bauer, Bergstrom & Winters, LLP to Henry Ivy	IV	JA00683 JA00685
Joint Trial Exhibit <del>22</del> Letter from Miles, Bauer, Bergstrom & Winters, LLP to Antelope Homeowners Association	IV	JA00686 JA00687
Joint Trial Exhibit <del>23</del> Correspondence from Alessi & Koenig to Miles, Bauer, Bergstrom & Winters, LLP	IV	JA00688 JA00694

DOCUMENT	VOL	BATE S
Joint Trial Exhibit 24 Letter from Miles, Bauer, Bergs & Winters, LLP to Alessi & Koenig, LLC	IV	JA00695 JA00697
Joint Trial Exhibit 25 Correspondence regarding corre 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 N Affidavit (Part 1)	V	JA00719 JA00968
Joint Trial Exhibit 29 Deed of Trust, Note, and Lost N 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 Back	VI	JA01161 JA01181
Joint Trial Exhibit 31a Excerpt of Affidavit of Doug M and Backup	VI	JA01182 JA01183
Joint Trial Exhibit 32 Title Insurance Document First American Title Insurance Company NY 08000274/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 U X V W H H ¶ V 6 D O H	VII	JA01214 JA01224
Joint Trial Exhibit 36 % D Q N R I \$ P H U L F D History	VII	JA01225 JA01237
Joint Trial Exhibit 37* U H H Q S R L Q W ¶ V 3 D	VII	JA01238 JA01248
Joint Trial Exhibit 38 % D Q N R I \$ P H U L F D Notes	VII	JA01249 JA01261



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

DOCUMENT	VOL	BATE S
Joint Trial Exhibit 55 Exhibit 11 to Deposition of David Alessi -Letter by Miles Bauer	X	JA01768 JA01770
Joint Trial Exhibit 56 Exhibit 12 to Deposition of David Alessi - 7 U X V W H H ¶ Sale H H G 8 S R	X	JA01771 JA01772
Joint Trial Exhibit 57 Exhibit 1 to Deposition of David Bambas-Notice of Taking Deposition of SFR Investments Pool 1, LLC	X	JA01773 JA01778
Joint Trial Exhibit 58 Exhibit 2 to Deposition of David Bambas-Notice of Delinquent Assessment (Lien)	X	JA01779
Joint Trial Exhibit 59 Exhibit 3 to Deposition of David Bambas-Notice of Default and Election to Sell Under Homeowners Association Lien	X	JA01780
Joint Trial Exhibit 60 Exhibit 4 to Deposition of David Bambas- 1 R W L F H R I 7 U X V W H H ¶ V 6	X	JA01781
Joint Trial Exhibit 61 Exhibit 5 to Deposition of David Bambas- 1 R W L F H R I 7 U X V W H H ¶ V	X	JA01782
Joint Trial Exhibit 62 Exhibit 6 to Deposition of David Bambas- 1 R W L F H R I 7 U X V W H H ¶ V	X	JA01783
Joint Trial Exhibit 63 Exhibit 7 to Deposition of David Bambas-Letter Dated-1011	X	JA01784 JA01785
Joint Trial Exhibit 64 Exhibit 8 to Deposition of David Bambas-Letter Dated-1211	X	JA01786 JA01788
Joint Trial Exhibit 65 Exhibit 9 to Deposition of David Bambas- 7 U X V W H H ¶ V ' H H G 8 S R Q 6	X	JA01789 JA01790
Joint Trial Exhibit 66 \$ Q W H O R S H + R P H R Z \$ Q V Z H U V W R 3 O D L Q W L I I 8 6	X	JA01791 JA01809
Joint Trial Exhibit 67 Antelope Homeowners \$ V V R F L \$ Q V Z H U V 7 R 3 O D L Q W L I I 8 6	X	JA01810 JA01825
Joint Trial Exhibit 68 \$ Q W H O R S H + R P H R Z \$ Q V Z H U V 7 R 3 O D L Q W L I I 8 6 Documents	X	JA01826 JA01845
Joint Trial Exhibit 69- SFR Investments Pool 1, LLC'S 2 E M H F W L R Q V \$ Q G \$ Q V Z H U V 7 ¶ Interrogatories	X	JA01846 JA01857

DOCUMENT	VOL	BATE S
Joint Trial Exhibit 70 SFR Investments Pool 1, LLC'S 2 E M H F W L R Q V \$ Q G \$ Q V Z H U V 7 for Admissions	X	JA01858 JA01870
Joint Trial Exhibit 71 SFR Investments Pool 1, LLC'S 2 E M H F W L R Q V \$ Q G \$ Q V Z H U V 7 for Production of Documents	X	JA01871 JA01882
Joint Trial Exhibit 72 Email Re: URGENT WIRE REQUEST: Status Update re: HO 715 (1st) De Vera Relevance, Hearsay, Authenticity, and Foundation	X	JA01883 JA01888
Joint Trial Exhibit 73 % \$ 1 \$ ¶ V : U L W W H Q Procedures Re: Homeowners Association (HOA) Ma PreForeclosure Relevance, Hearsay, Authenticity, an Foundation	X	JA01889 JA01893
Joint Trial Exhibit 74 Alessi & Koenig Fax Dated 1/17/12 from Ryan Kerbow to A. Bhame Re: 7868 Marbledo Ct./HO #18842	X	JA01894 JA01895
Notice of Appeal	XIII	JA02341 JA02366
Notice of Entry of Findings of Fact and Conclusions of Law and Judgment	XII	JA02319 JA02340
Notice of Entry of Order	I	JA00131 JA00137
Notice of Entry of Order	III	JA00426 JA00433
Notice of Entry of Order	X	JA01974 JA01983
1 R W L F H R I ( Q W U \ R I 2 U-Motion to Strike and* U D Q W L Q J L Q 3 D U W D Q G Motion for Summary Judgment	III	JA00469 JA00474
Notice of Entry of Stipulation and Order	II	JA00267 JA00274
Notice of Entry of Stipulation and Order	X	JA01959 JA01966
Notice of Entry of Stipulation and Order Dismissing Henry E. Ivy and Freddie S. Ivy Without Prejudice	II	JA00361 JA00367

DOCUMENT	VOL	BATE S
Notice of Entry of Stipulation and Order to Dismiss , Q Y H V W P H Q W V 3 R R O / / & ¶ V U.S. Bank, National Association	II	JA00278 JA00282
Notice to Adverse Parties and to the Eighth Judicial District Court of Remand of Previously Removed Case to this Court	II	JA00141 JA00262
2 E M H F W L R Q V W R 8 - Trial Discontinuance	III	JA00475 JA00479
2 U G H U ' H Q \ L Q J ' H I H Q G D Q W I ¶ V Complaint Pursuant to NRCP 12(b)(6)	I	JA00126 JA00130
2 U G H U ' H Q \ L Q J 7 K H \$ Q W H O R S Motion to Dismiss	III	JA00390 JA00393
2 U G H U * U D Q W L - Motion to Strike and * U D Q W L Q J L Q 3 D U W D Q G ' H Q \ Summary Judgment	III	JA00465 JA00468
Proposed Findings of Fact and Conclusions of Law	III	JA00480 JA00488
Recorders Transcript of Bench Trial - Day 1	XIII	JA02484 JA02575
Recorders Transcript of Bench Trial - Day 2	XIV	JA02576 JA02743
Recorders Transcript of Bench Trial - Day 3	XV	JA02744 JA02908
Recorders Transcript of Bench Trial - Day 4	XI	JA01984 JA02111
Recorders Transcript of Bench Trial - Day 5	XII	JA02112 JA02267
Recorders Transcript of Bench Trial - Day 6	XIII	JA02367 JA02476
5 H F R U G H U ¶ V 7 U D Q V F U L S W R I	II	JA00373 JA00389
5 H F R U G H U ¶ V 7 U D Q V F U L S W R I	III	JA00394 JA00425
5 H F R U G H U ¶ V 7 U D Q V F U L S W R I	III	JA00444 JA00464

DOCUMENT	VOL	BATE S
Second Amended Proposed Findings of Fact and Conclusions of Law and Judgment	XII	JA02284 JA02299
6 ) 5 , Q Y H V W P H Q W V 3 R R O / / Counterclaim and Cross Claim	I	JA00097 JA00114
6 ) 5 , Q Y H V W P H Q W V 3 R R O / / Complaint	II	JA00347 JA00356
SFR , Q Y H V W P H Q W V 3 R R O / / & of Certain Proposed Exhibits	III	JA00489 JA00510
6 ) 5 , Q Y H V W P H Q W V 3 R R O / / Limitations	III	JA00511 JA00522
Stipulation and Order to Amend Caption	X	JA01953 JA01958
Stipulation and Order Dismissing Henry E. Ivy and F S. Ivy Without Prejudice	II	JA00357 JA00360
Stipulation and Order Dismissing Mortgage Electron Registration Systems, Inc. Without Prejudice	II	JA00263 JA00266
Stipulation and Order for Dismissal Without Prejudice as Claims Between Antelope Homeowners Association U.S. Bank National Association	X	JA01967 JA01973
Stipulation and Order to Dismiss SFR Investments F / / & ¶ V 6 O D Q G H U R I 7 L W O H & O Association	II	JA00275 JA00277
Transcript of Proceedings	I	JA00064 JA00096
8 6 % D Q N ¶ V % H Q F K O H P R U D Q and Admissibility of Proposed Exhibits 21, 22, 23, 2	X	JA01900 JA01911
8 6 % D Q N ¶ V % H Q F K O H P R U D Q Record Exception	X	JA01944 JA01952
8 6 % D Q N ¶ V % H Q F K O H P R U D Q 6 D W L V I D F W L R Q R I W K H 6 X S H U For Record	X	JA01932 JA01938
8 6 % D Q N ¶ V % H Q F K O H P R U D Q Maintain Its Claims in this Action Standing to Enforce the Deed of Trust and Note	X	JA01919 JA01931
8 6 % D Q N ¶ V % H Q F K O H P R U D Q Limitations	X	JA01912 JA01918

DOCUMENT	VOL	BATE S
8 6 % D Q N ¶ V 2 E M H F W L R Q V W PreTrial Disclosures	II	JA00368 JA00372
8 6 %5DHQSNOT¶ V W R 6 ) 5 , Q Y H V W P Counterclaim	I	JA00115 JA00125

VOLUME I X

DATE	DOCUMENT	VOL	BATES
04/16/1	Joint Trial Exhibit 4 Acknowledgement of Inspection of the Original Collateral File	IX	JA01515 JA01620
04/16/1	Joint Trial Exhibit 44- Antelope Homeowners \$ V V R F L D W L R Q ¶ V , Q L W L D C Supplements	IX	JA01621 JA01737
04/16/1	Joint Trial Exhibit 45 Exhibit 1 to Deposition David Alessi -Subpoena for Deposition of N.R.C.P. 30(b)(6) Witness for Alessi & Koe LLC	IX	JA01738 JA01746
04/16/1	Joint Trial Exhibit 46 Exhibit 2 to Deposition David Alessi -Account Ledger	IX	JA01747 JA01751
04/16/1	Joint Trial Exhibit 47 Exhibit 3 to Deposition David Alessi -Notice of Delinquent Assessm (Lien)	IX	JA01752
04/16/1	Joint Trial Exhibit 48 Exhibit 4 to Deposition David Alessi -Notice of Delinquent Violation Lien	IX	JA01753 JA01754
04/16/1	Joint Trial Exhibit 49 Exhibit 5 to Deposition David Alessi -Notice of Default and Election Sell Under Homeowners Association Lien	IX	JA01755
04/16/1	Joint Trial Exhibit 50 Exhibit 6 to Deposition David Alessi - 1 R W L F H R I 7 U X V V	IX	JA01756
04/16/1	Joint Trial Exhibit 51 Exhibit 7 to Deposition David Alessi - 6 H F R Q G 1 R W L F H	IX	JA01757

DATE	DOCUMENT	VOL	BATES
04/16/1	Joint Trial Exhibit 52 Exhibit 8 to Deposition David Alessi - 7 K L U G 1 R W L F H R	IX	JA01758
04/16/1	Joint Trial Exhibit 58 Exhibit 9 to Deposition David Alessi - Request for Payoff by Miles Bauer	IX	JA01759 JA01760

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

CERTIFICATE OF SERVICE

I certify that I electronically filed on ~~15<sup>th</sup>~~ <sup>16<sup>th</sup></sup> day of June 2020 the foregoing JOINT APPENDIX -VOLUME I X with the Clerk of the Court for the Nevada Supreme Court by using the CM/ECF system. I further certify that parties of record to this appeal are registered with the CM/ECF or have consented to electronic service.

[X] (By Electronic Service) Pursuant to CM/ECF System, registration as & O ( & ) X V H U F R Q V W L W X W H V F R Q V H Q W W R transmission facilities 3. K H & R X U W ¶ V & O ( & ) -mail\ V W H P notification of the filing to the parties and counsel of record listed above Z K R D U H U H J L V W H U H G Z L W K W K H & R X U W ¶ V

Service via electronic notification will be sent to the following  
Jacqueline Gilbre  
Karen Hanks

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

/s/ Faith Harris  
An Employee of WRIGHT, FINLAY & ZAK, LLP



1 **ACK**

2 **WRIGHT, FINLAY & ZAK, LLP**

3 R. Samuel Ehlers, Esq.

4 Nevada Bar No. 9313

5 Aaron D. Lancaster, Esq.

6 Nevada Bar No. 10115

7 7785 W. Sahara Ave., Suite 200

8 Las Vegas, NV 89117

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

9 [alancaster@wrightlegal.net](mailto:alancaster@wrightlegal.net)

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

13 **DISTRICT COURT**

14 **CLARK COUNTY, NEVADA**

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

20 Plaintiff,

21 v.

22 SFR INVESTMENTS POOL 1, LLC, a Nevada  
23 limited liability company; ANTELOPE  
24 HOMEOWNERS' ASSOCIATION, a Nevada  
25 non-profit corporation; DOE INDIVIDUALS I  
26 through X, inclusive; and ROE  
27 CORPORATIONS I through X, inclusive,

28 Defendants.

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

Counter/Cross Claimant,

vs.

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

Case No.: A-16-739867-C

Dept. No.: XXXI

**ACKNOWLEDGMENT OF  
INSPECTION OF THE ORIGINAL  
COLLATERAL FILE**

1 REGISTRATION SYSTEMS, INC., a  
2 Delaware corporation, as nominee beneficiary  
3 for UNIVERSAL AMERICAN MORTGAGE  
4 COMPANY, LLC. a foreign limited liability  
5 company; HENRY E. IVY, an individual; and  
6 FREDDIE S. IVY, an individual,

Counter/Cross Defendants.

7 I HEREBY ACKNOWLEDGE reviewing the original collateral file of U.S. BANK,  
8 NATIONAL ASSOCIATION AS TRUSTEE FOR MERRILL LYNCH MORTGAGE  
9 INVESTORS TRUST, MORTGAGE LOAN ASSET-BACKED CERTIFICATES, SERIES  
10 2005-A8 including the following documents in person on October 24, 2018 a copy of which is  
11 attached:

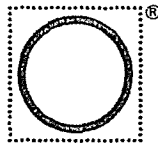
- 12 1. August 6, 2018 Bailey Letter;
- 13 2. Note; *Back Page*
- 14 3. Original Document Level Title Policy;
- 15 4. Greenpoint Power of Attorney;
- 16 5. Policy of Title Insurance; *2 Back Pages*
- 17 6. Deed of Trust;
- 18 7. Adjustable Rate Rider;
- 19 8. Adjustable Rate Note; *Back Page*
- 20 9. Affidavit of Lost Adjustable Rate Note;
- 21 10. Release for Request of Documents;
- 22 11. TitleFinal;
- 23 12. DeedRec;
- 24 13. Letter of Intent
- 25 14. Assignment of Deed of Trust;
- 26 15. Deed of Trust;
- 27 16. Adjustable Rate Rider;
- 28 17. Same Name Affidavit;
18. Same Name Affidavit

1 DATED October 24, 2018.

2 Jacqueline Gilbert  
3 Print Name

4  
5 [Signature]  
6 Sign name

7 7068 Marble Doe ST  
8 LV NV 89149  
9 Review of Collateral file  
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O C W E N  
5720 Premier Park Drive  
West Palm Beach, FL 33407

Loan Number: [REDACTED] 8866

August 6, 2018

**Servicer:** Ocwen Loan Servicing, LLC  
Att: VAULT  
5720 Premier Park Drive  
West Palm Beach, FL 33407

**Requestor:** Jamie S. Hendrickson  
WRIGHT, FINLAY & ZAK, LLP  
7785 W. Sahara Ave.  
Suite 200 Las Vegas, NV, 89117

Attention Requestor:

Please be advised ALL bailee letters sent to your attention must be executed and returned to [Patricia.Hudson@Ocwen.com](mailto:Patricia.Hudson@Ocwen.com) within 10 business days. In the event that a file is needed for more than 14 days, please advise [Patricia.Hudson@Ocwen.com](mailto:Patricia.Hudson@Ocwen.com) and [vault@ocwen.com](mailto:vault@ocwen.com) so we can update our records.

Indicated below relating to the Mortgage Loan File are the documents that were delivered to you:

- ☒ **Note**
- ☒ Original
  - ☐ Copy
  - ☐ Certified True Copy
  - ☒ Chain of Endorsements:
- ☐ **Lost Note Affidavit**
- ☐ Copy of Note attached
- ☒ **Security Instrument or Mortgage**
- ☒ Original
  - ☒ Recorded Copy
  - ☐ Court Clerk or County Certified ☐ Y ☐ N
  - ☐ Unrecorded Copy

USB01268

JA01518

☐ Mortgage/ Security Instrument Assignment(s)

First: \_\_\_\_\_ to \_\_\_\_\_

☐ Recorded Copy  
Court Clerk or County Certified ☐Y ☐N  
☐ Unrecorded Copy

Second: \_\_\_\_\_ to \_\_\_\_\_

☐ Recorded Copy  
Court Clerk or County Certified ☐Y ☐N  
☐ Unrecorded Copy

Third: \_\_\_\_\_ to \_\_\_\_\_

☐ Recorded Copy  
Court Clerk or County Certified ☐Y ☐N  
☐ Unrecorded Copy

☐ Modification Documents

☐ Original  
☐ Recorded Copy  
Court Clerk or County Certified ☐Y ☐N  
☐ Unrecorded Copy

☒ Title Policy

☒ Final Policy  
☒ Original  
☐ Copy  
☐ Commitment  
☐ Marked Up ☐Y ☐N

☐ Attorney's Abstract or Opinion of Title

☐ Other (List):

☐

☐

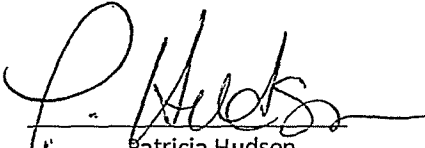
☐

By signing this letter below, you are confirming that you currently hold the collateral file on behalf of the Servicer.

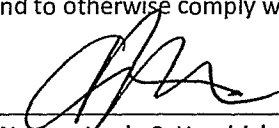
You agree that the Servicer is the intended beneficiary of this letter and that each such beneficiary has the right to enforce the terms of this letter.

Very truly yours,

Ocwen Loan Servicing, LLC

By:   
Patricia Hudson  
Title: Senior Specialist, Vault Escalations

I acknowledge receipt of the Documents as listed above and notice of the security interests therein, confirm the certifications made by me above and agree to act as Bailee for the exclusive benefit of the Servicer and/or Plaintiff/Trust on the terms set forth above and to otherwise comply with the terms of this Attorney-Bailee letter.

By:   
Print Name: Jamie S. Hendrickson  
For: WRIGHT, FINLAY & ZAK, LLP

Date: 8/8/18

In the event a document (s) is/are not needed, it is imperative they be returned to Ocwen Loan Servicing, LLC. At: 5720 Premier Park Drive, West Palm Beach, FL 33407

\*\*\* Please acknowledge receipt of the provided document(s) by emailing to Patricia.Hudson@Ocwen.com and faxing this letter to 561-682-8124.

**NOTE:**

**DUE TO CRITICAL VAULT PROCEDURES, IT IS EXTREMELY IMPORTANT THAT YOU RETURN THE BAILEE LETTER AND FILE WITHIN THE SPECIFIED TURN AROUND TIME. BAILEE LETTERS AND COLLATERAL FILES HELD FOR LONGER PERIODS WITHOUT APPROVAL WILL BE ESCALATED TO SR. MANAGEMENT.**

USB01270

JA01520

**ADJUSTABLE RATE NOTE**

( 6

Month LIBOR Index-Rate Caps)

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

May 13, 2005

LAS VEGAS

NEVADA

[Date]

[City]

[State]

7868 MARBLE DOE STREET, LAS VEGAS, NEVADA 89149

[Property Address]

**1. BORROWER'S PROMISE TO PAY**

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

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

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

**2. INTEREST**

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

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

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

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

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

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

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

**(B) Amount of My Initial Monthly Payments**

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

**(C) Monthly Payment Changes**

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

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

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

"Change Date."

**(B) The Index**

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of Interbank offered rates for 6 -month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in The Wall Street Journal. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

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

**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding Two percentage points ( 2.000 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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

(ii) **Amortization Payment Period.** The "amortization payment period" is the period after the interest-only payment period. For the monthly payment due during the amortization payment period, after calculating my new interest rate as provided above, the Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

**(D) Limits on Interest Rate Changes**

My interest rate will never be greater than 12.000 %.

**(E) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

**(F) Notice of Changes**

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

**5. BORROWER'S RIGHT TO PREPAY**

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

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

**6. LOAN CHARGES**

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



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

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

**(B) Default**

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

**(C) Notice of Default**

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

**(D) No Waiver By Note Holder**

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

**(E) Payment of Note Holders Costs and Expenses**

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

**8. GIVING OF NOTICES**

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

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

**9. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

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

**10. WAIVERS**

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

**11. UNIFORM SECURED NOTE**

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

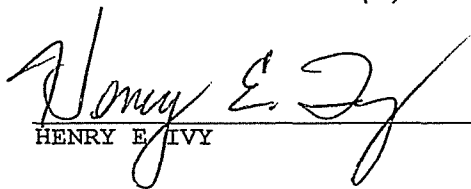
**Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales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

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

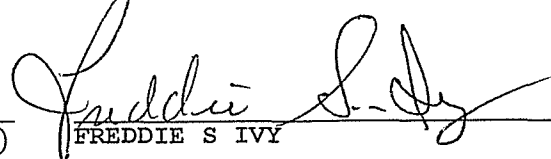
To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements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

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

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

  
HENRY E. IVY

(Seal)

  
FREDDIE S. IVY

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

[Sign Original Only]

# Allonge to Mortgage Note

BofA loan number: [REDACTED] 3767

Allonge to one certain Mortgage Note Dated: May 13, 2005

Executed By: HENRY E. IVY & FREDDIE S. IVY

Original Amount: \$212,750.00

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

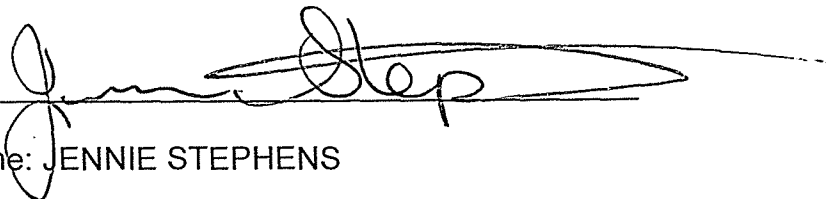
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Pay to the Order of:

Without Recourse:

**Greenpoint Mortgage Funding, Inc.**

By:



Name: JENNIE STEPHENS

Title: Assistant Vice President



610 [REDACTED] 3767 ALL 001 001

USB01275

JA01525



## Original Document Level Inventory of Collateral File

### Documents present at receiving

<input checked="" type="checkbox"/>	Original Note	<input type="checkbox"/>	Copy Note
<input checked="" type="checkbox"/>	Original Mortgage	<input type="checkbox"/>	Copy Mortgage
<input checked="" type="checkbox"/>	Title Policy		
<input type="checkbox"/>	LNA		
<input type="checkbox"/>	Modification		
<input type="checkbox"/>	Assignment		
<input type="checkbox"/>	Title Commitment		

Original Documents at  
Receiving Verified by:

5/15/2015

Date

Dylan Riback

Signature

USB01276


JA01526


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.

  
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

USB01277

JA01527

# NOTE – INDORSED CLOSING FILE RESOLUTION

## Closing File Resolution - Fax Coversheet to Imaging

TO: DOCUMENT IMAGING	DATE: 01/02/2014 NUMBER OF PAGES:
FAX: 800-759-8311 (Resolution)	Sender Contact Information Name: Jose Juarez-Alcala Telephone 1-213-345-0971
Loan Number:	Borrower Name:
3767	IVY

X	272	Note
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Qualifier Code - 083 - INDORSED

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVELEDGED, CONFIDENTIAL, OR EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECEIPT, OR THE ASSOCIATE, OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE, AT THE ABOVE REFERENCED NUMBER AND DESTROY THIS DOCUMENT.

# NOTE – INDORSED CLOSING FILE RESOLUTION

Revision Date: 09162013

USB01278

JA01528

**GREENPOINT MORTGAGE FUNDING, INC.**  
**DESIGNATION OF SUBSERVICING AUTHORITIES CERTIFICATE**  
**FROM THE PRESIDENT**

**December 2, 2013**

I, **JEFFREY M. JULIANE**, President of Greenpoint Mortgage Funding, Inc. (the "Corporation"), have executed this Designation of Subservicing Authorities Certificate (this "Certificate") as of the date first set forth above pursuant to the authority granted to me, as President, under certain resolutions of the Board of Directors of the Corporation (the "Board"), duly adopted by unanimous written consent of the Board on December 1, 2013 (the "Board Adoption Date").

**I. Subservicing Authorities**

Authority delegated under this Section I relate to that certain Amended and Restated Servicing Relationship Agreement, by and between the Corporation and Bank of America, N.A., successor in interest upon merger with BAC Home Loans Servicing, LP (formerly known as Countrywide Home Loans Servicing, LP) ("BANA"), dated as of October 31, 2008 (as the same may be amended, modified or supplemented from time to time in accordance with its terms, the "Servicing Relationship Agreement"), pursuant to which BANA is the servicer for loans owned by the Corporation and subservicer for loans the Corporation services as master servicer for others (collectively, the "Loans").

**A. Scope of Authority**

Subject to Section II, the officers of BANA set forth in Subsection B of this Section I (each, a "BANA Signatory") are hereby appointed to the office set forth next to their respective names; and are hereby authorized and empowered in the name and on behalf of the Corporation to take certain legal actions in connection with the servicing of the Loans, as contemplated by the Servicing Relationship Agreement, including from time to time where reasonably necessary or appropriate, the execution, acknowledgment, or filing of documents solely for the purpose of:

(i) procuring, preparing, completing and recording any mortgage, deed of trust or similar security instrument ("Mortgage") and any assignment of Mortgage or reconveyance or release instrument which is required (a) for the proper servicing of the related Loans or otherwise necessary to cure any defect in the chain of title, (b) to ensure that record title to the Loans vests in the proper party, and (c) for any other transfer of record title which is required with respect to the Loans or the underlying security interest related to each of the Loans;

(ii) ensuring that each promissory note related to each of the Loans has been properly endorsed to the proper person or entity;

(iii) curing any defects associated with any other document or instrument with respect to each of the Loans related to the servicing thereof pursuant to the Servicing Relationship Agreement;

(iv) pursuing, prosecuting and defending foreclosures (or other comparable conversions to ownership), ejectments, evictions, bankruptcies, suits and other related matters with respect to "Mortgaged Property" (as defined in the Servicing Relationship Agreement), to the extent permitted in the Servicing Relationship Agreement;

(v) executing all deeds, tax declarations, certificate and any other documents or instruments necessary, appropriate or required to list, sell, transfer and assign any Mortgaged Property either by foreclosure or by deed in lieu of foreclosure, with any such deed to be without recourse;

(vi) taking such further actions as are deemed necessary or required to service, administer and endorse the terms of the Loans in accordance with the Servicing Relationship Agreement, including, without limitation, executing any subordination or partial release agreements;

(vii) endorsing checks, drafts and other evidences of payment made payable to the Corporation or any subsidiary or affiliate thereof with all such amounts deposited in the "Custodial Account" or "Escrow Account" (each, as defined in the Servicing Relationship Agreement) pursuant to the terms of the Servicing Relationship Agreement; and

(viii) executing all documents, reports, officer certificates and any other documents or instruments necessary, appropriate or required under any servicing agreement with investors, trustees, master servicers or bond insurers solely to effectuate the foregoing.

#### **B. BANA Signatories**

##### **(i) Allonges**

<b>Name</b>	<b>Title</b>
Frank Fonda	Vice President
Virginia L. Hartley	Vice President
Cathy M. Callahan	Assistant Vice President
Jeri Priester	Assistant Vice President
La'Tarcha N. Ransom	Assistant Vice President
Ninette J. Sango	Assistant Vice President

##### **(ii) Assignments**

<b>Name</b>	<b>Title</b>
Carla J. Senteno	Vice President
Melissa A. Taylor	Vice President
Beverly Brooks	Assistant Vice President
Marivel Castro	Assistant Vice President
Sonia E. Cavallini	Assistant Vice President
Lance Cohen	Assistant Vice President
Ralph Flores	Assistant Vice President
Tereasa Gifford	Assistant Vice President
Trisha Jackson	Assistant Vice President
Margaret Magallan	Assistant Vice President
Martha Munoz	Assistant Vice President
JoAnn Norman	Assistant Vice President
Miguel Romero	Assistant Vice President
Rene Rosales	Assistant Vice President
Pabla Zuniga	Assistant Vice President



(iii) Breach and Solicitations

Name	Title
Wendy Lees	Vice President
Fran Arce	Assistant Vice President
Gregory B. Campbell	Assistant Vice President
Kory Hodge	Assistant Vice President
Naschica Morrison	Assistant Vice President

(iv) CEMA MODS

Name	Title
Lynn Gus	Senior Vice President
Amara Ezem-Wallace	Vice President
Charles Kelley	Vice President
James Di Paolo	Assistant Vice President
Scot Kielblock	Assistant Vice President

(v) Closing Resolutions

Name	Title
Cody DeHaan	Vice President
Ileana Dumitrescu	Vice President
Lisa Moore	Vice President
Andrea Zuta	Vice President
Jennie Stephens	Assistant Vice President

(vi) Deeds in Lieu

Name	Title
Raymond J. Brown	Vice President
Amanda Hubbard	Vice President
Valeri Leahey	Vice President
Scott Bartel	Assistant Vice President
Tiffany Block	Assistant Vice President
Yolanda Hill	Assistant Vice President
Ronald Lowe III	Assistant Vice President

(vii) Foreclosures—Document Execution

Name	Title
Robin Chrostowski	Vice President
Gary Steven Fedoronko	Vice President
Serena May Harman	Vice President
Daniel A. Richard	Vice President
Julie M. Brandstetter	Assistant Vice President
Jovan Sharee Cephas	Assistant Vice President
Kimberly Marie Cruz	Assistant Vice President
Benjamin Walter Hassett	Assistant Vice President

Name	Title
Kelly R. Morris	Assistant Vice President
Nicholas Gilmer Wang	Assistant Vice President

(viii) Lien Releases

Name	Title
Kathy Cochran	Vice President
Kevin Grier	Vice President
Icela Lopez	Vice President
Maureen Putnam	Vice President
Mitchell Steiman	Vice President
Trisha Baca	Assistant Vice President
Marie Barclay	Assistant Vice President
Ana Bonds	Assistant Vice President
Jesse Lester	Assistant Vice President
Tanya Ramirez	Assistant Vice President

(ix) REO Closing

Name	Title
Austin Alburtis	Assistant Vice President
Lidia Alfaro	Assistant Vice President
Stephanie Allen	Assistant Vice President
Alecia Bryant	Assistant Vice President
Todd Gabert	Assistant Vice President
Lizeth Garcia	Assistant Vice President
Jennifer Green	Assistant Vice President
William Owens	Assistant Vice President
Kerri Stephen	Assistant Vice President
Christopher Tirona	Assistant Vice President

(x) REO Title

Name	Title
Jason Cummings	Assistant Vice President
Scott Donaldson	Assistant Vice President
Kathleen McCall	Assistant Vice President
Jennifer McCleve	Assistant Vice President
Kathleen Schmitt	Assistant Vice President

(xi) Trustee Services

Name	Title
Carmelia Boone	Assistant Vice President
Brenda Botzer	Assistant Vice President
Armando Chavez	Assistant Vice President
Elliott Gallardo	Assistant Vice President
Georgia Hernandez	Assistant Vice President

Name	Title
Tiffany King	Assistant Vice President
Christina Nuno	Assistant Vice President
Darlene Real-Gomez	Assistant Vice President
Tamara Rogers	Assistant Vice President
Christopher Schrock	Assistant Vice President

(xii) Business Controls

Name	Title
Donald Bodnar	Vice President
Kim Lott	Vice President
Jinja Martin	Vice President
Roberta Turner	Vice President

**II. Limitations; Miscellaneous**

**A. Limited Appointments.** The appointments of and/or delegations to the BANA Signatories hereunder are solely for the purpose of acting as duly authorized signatories on behalf of the Corporation, such that any BANA Signatory may, solely in such BANA Signatory's capacity as an authorized signatory, execute any and all reasonable and necessary documents required in connection with processing the actions described in Subsection A of Section I. Notwithstanding anything herein to the contrary, the BANA Signatories shall not be authorized, and are not authorized hereby, to act as officers or employees of the Corporation in any respect other than as specifically provided herein.

**B. No Re-delegations.** The authorities delegated herein shall not be re-delegated.

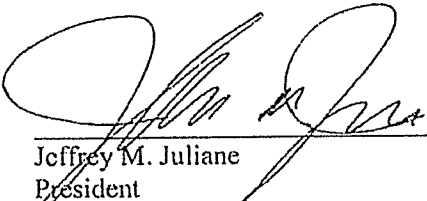
**C. Amendments.** Any amendments to this Certificate shall be in writing and maintained as official records of the Corporation.

**D. Term.** The appointments of and/or delegations to the BANA Signatories hereunder are effective as of the Board Adoption Date and until the earlier to occur of (i) the next execution of this Certificate, or, (ii) as to any BANA Signatory, such BANA Signatory's employment ceases with BANA.

**E. Ratification.** Any actions previously taken by any BANA Signatory in accordance with this Certificate since the Board Adoption Date are hereby approved, ratified and confirmed in all respects.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Certificate effective as of the date first set forth above.

  
\_\_\_\_\_  
Jeffrey M. Juliane  
President  
Greenpoint Mortgage Funding, Inc.

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

JA01535

## EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or the extent

insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy); or

- (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not 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.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
  - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
  - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
    - (a) to timely record the instrument of transfer; or
    - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

## CONDITIONS AND STIPULATIONS

### 1. DEFINITIONS OF TERMS.

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A. The term "insured" also includes:

(i) the owner of the indebtedness secured by the insured mortgage and each successor in ownership of the indebtedness except a successor who is an obligor under the provisions of Section 12(c) of these Conditions and Stipulations (reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor insured, unless the successor acquired the indebtedness as a purchaser for value without knowledge of the asserted defect, lien, encumbrance, adverse claim or other matter insured against by this policy as affecting title to the estate or interest in the land);

(ii) any governmental agency or governmental instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage, or any part thereof, whether named as an insured herein or not;

(iii) the parties designated in Section 2(a) of these Conditions and Stipulations.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": 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. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketable title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A or the insured mortgage to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

### 5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

### 6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the

### 9. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

(a) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto. However, any payments made prior to the acquisition of title to the estate or interest as provided in Section 2(a) of these Conditions and Stipulations shall not reduce pro tanto the amount of the insurance afforded under this policy except to the extent that the payments reduce the amount of the indebtedness secured by the insured mortgage.

(b) Payment in part by any person of the principal of the indebtedness, or any other obligation secured by the insured mortgage, or any voluntary partial satisfaction or release of the insured mortgage, to the extent of the payment, satisfaction or release, shall reduce the amount of insurance pro tanto. The amount of insurance may thereafter be increased by accruing interest and advances made to protect the lien of the insured mortgage and secured thereby, with interest thereon, provided in no event shall the amount of insurance be greater than the amount of insurance stated in Schedule A.

(c) Payment in full by any person or the voluntary satisfaction or release of the insured mortgage shall terminate all liability of the Company except as provided in Section 2(a) of these Conditions and Stipulations.

### 10. LIABILITY NONCUMULATIVE.

If the insured acquires title to the estate or interest in satisfaction of the indebtedness secured by the insured mortgage, or any part thereof, it is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy.

### 11. PAYMENT OF LOSS.

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

### 12. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) The Company's Right of Subrogation.

Whenever the Company shall have satisfied any claim under

USB01286

JAO-536

North American Title Insurance Company

**SCHEDULE A**

Customer Ref.: [REDACTED] 0683

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.: [REDACTED] 0683

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)

USB01288

JA01538



**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.: [REDACTED] 0683

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.: [REDACTED] 0683

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 [Signature]  
North American Title Company  
Authorized Agent

Order No.: NV204-04275GRY  
Customer Ref.: [REDACTED] 0683

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.: [REDACTED] 0683

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.: [REDACTED] 0683

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

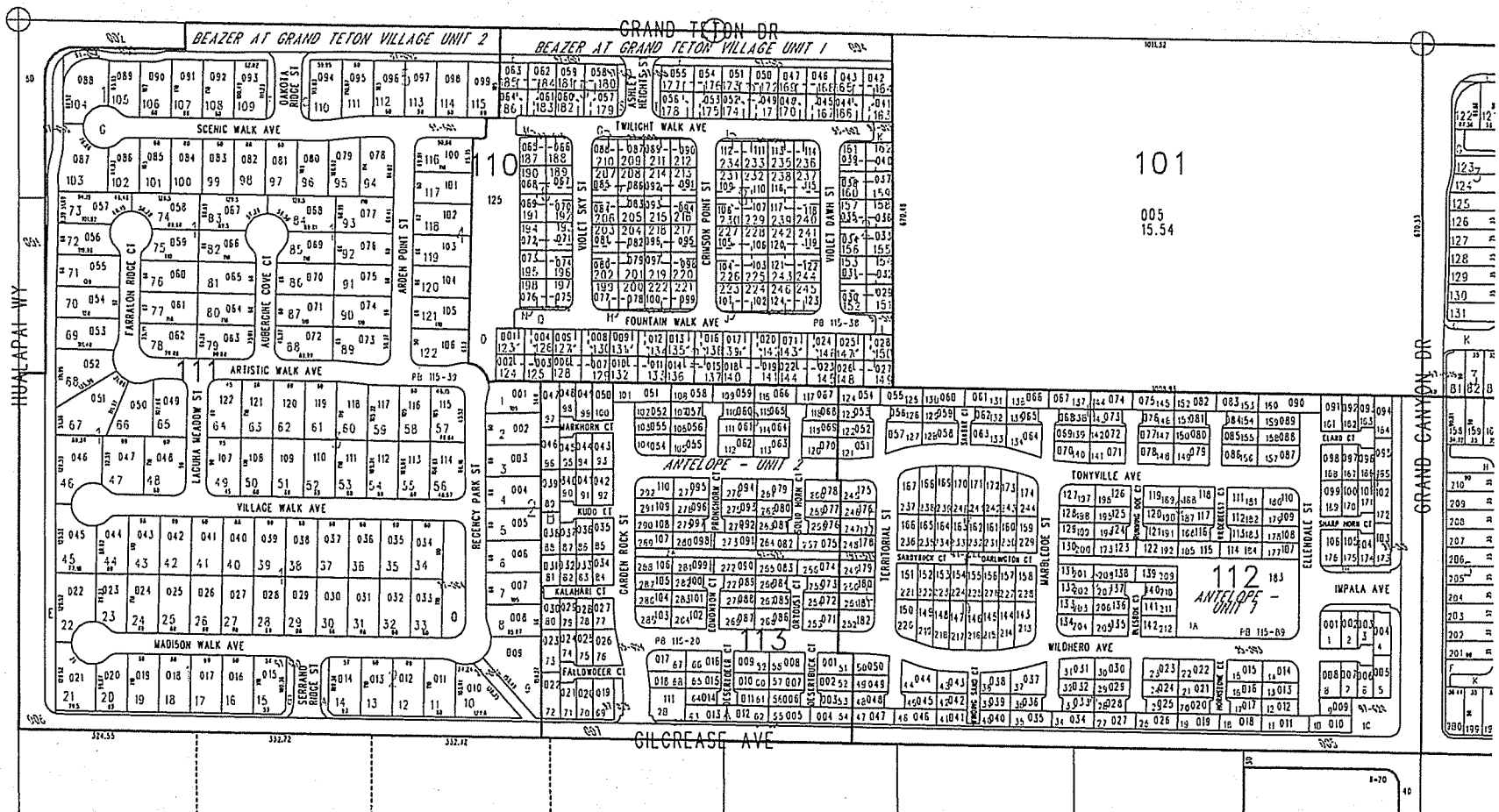
NORTH AMERICAN TITLE INSURANCE  
COMPANY

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 required for assessment. See the recorded documents for more detailed legal information.	AVERAGE QA VALUE 22	ASSESSOR'S PARCELS - CLARK CO., NV. M. W. Schofield, Assessor		T19S R60E		18		N 2 NW 4		125-18-1	
	PARCEL BOUNDARY		001	PARCEL NUMBER		R59E R60E R61E		6 5 4 3 2 1	8 4 8 4			
	SUBD BOUNDARY		202	ACREAGE		99 100 101		7 8 9 10 11 12	5 1 5 1			
	ROAD EASEMENT		5	PLAT RECORDING NUMBER		126 125 124		13 14 15 16 17 18	6 2 6 2			
PN/LD BOUNDARY	5	BLOCK NUMBER		137 138 139		19 20 21 22 23 24	7 3 7 3					
NON-PARCEL LOT LINE	5	LOT NUMBER				25 26 27 28 29 30	8 4 8 4					
WATCH LINE / LEADER LINE	GL5	GOV. LOT NUMBER				31 32 33 34 35 36	5 1 5 1					
ROAD ID NUMBER												

Scale: 1"=200' Rev: 04/07/04



TAX DIST 200

USBO1299

JA01549

(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

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.

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)(f) 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.

USB01300

JA01550

# POLICY OF TITLE INSURANCE



1998/01/01

20050523-0004228

Assessor's Parcel Number:

**125-18-112-069**

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

Prepared By: Nancy Sykora

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

Recording Requested By:

Nancy Sykora

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

204-0427562 [Space Above This Line For Recording Data]

Fee: \$35.00

N/C Fee: \$25.00

05/23/2005

14:40:47

T20050095701

Requestor:

NORTH AMERICAN TITLE COMPANY

Frances Deane

Clark County Recorder

ADF

Page: 22

Loan # XXXX 0683

## DEED OF TRUST

A1918

100013802023515812

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated **May 13, 2005**, together with all Riders to this document.

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

*With Rights Of Survivorship*

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

Borrower is the trustor under this Security Instrument.

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

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

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

Form 3029 1/01

 -6(NV) (0307)

Page 1 of 15

Initials: HEI - FSI

VMP Mortgage Solutions (800)521-7291



SB01302

610 022353767

D2

001

001

JA01552

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

Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is **Stewart Title Company**

(E) "Note" means the promissory note signed by Borrower and dated **May 13, 2005**

The Note states that Borrower owes Lender **Two Hundred Twelve Thousand Seven Hundred Fifty and 00/100** Dollars

(U.S. \$ **212,750.00** ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **June 01, 2035**

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

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

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

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

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

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

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

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

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

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

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

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard

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

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

#### TRANSFER OF RIGHTS IN THE PROPERTY

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

County

of

CLARK

:

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

Parcel ID Number: **125-18-112-069**

**7868 MARBLE DOE STREET**

**LAS VEGAS**

which currently has the address of

[Street]

[City], Nevada **89149**

[Zip Code]

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully 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 warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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

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

Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items



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

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

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

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

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

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be

in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

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

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

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

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

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

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

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

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

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

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

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

the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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

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

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

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

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

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable

attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be



one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

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

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

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

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

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

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

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

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

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

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

**25. Assumption Fee.** If there is an assumption of this loan, Lender may charge an assumption fee of U.S. \$ **0.00**

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

Witnesses:

\_\_\_\_\_

*Henry E. Ivy* (Seal)  
**HENRY E IVY** -Borrower

\_\_\_\_\_

*Freddie S. Ivy* (Seal)  
**FREDDIE S IVY** -Borrower

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

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

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

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

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

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

Loan # [REDACTED] 0683

A1918

STATE OF NEVADA  
COUNTY OF *Clark*

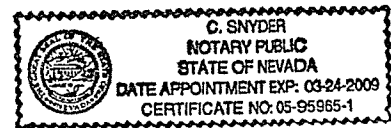
This instrument was acknowledged before me on  
**HENRY E IVY, FREDDIE S IVY**

*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



*7/21*  
Initials: *F. S.*

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

THIS ADJUSTABLE RATE RIDER is made this 13th day of May, 2005, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to Universal American Mortgage Company, LLC, a Florida limited liability company ("Lender") of the same date and covering the property described in the Security Instrument and located at: 7868 MARBLE DOE STREET, LAS VEGAS, NEVADA 89149

**Property Address**

**THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY.**

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

**A. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

The Note provides for an initial interest rate of 5.500 % The Note provides for changes in the interest rate and the monthly payments, as follows:

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

The interest rate I will pay may change on the first day of December, 2005, and on that day every Six month(s) thereafter. Each date on which my interest rate could change is called a "Change Date."

**(B) The Index**

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for 6 month U.S. dollar-denominated deposits in the London market as published by The Wall Street Journal, "Money Rates" table. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

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

**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding Two percentage points ( 2.000 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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

(ii) Amortization Payment Period. The "amortization payment period" is the period after the interest-only period. For the monthly payments due during the amortization payment period, after calculating my new interest rate as provided above, the Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal balance that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

**(D) Limits on Interest Rate Changes**

My interest rate will never be greater than 12.000 %.

**(E) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

**(F) Notice of Changes**

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

**B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER**

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

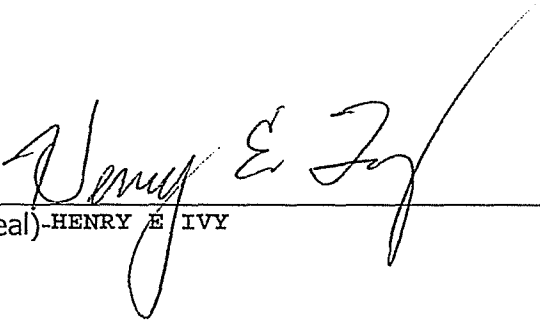
**Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales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

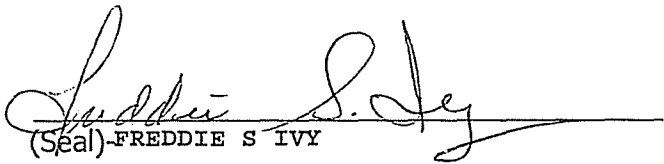
If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this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

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

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

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

  
(Seal)-HENRY E IVY

  
(Seal)-FREDDIE S IVY

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

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

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(Seal)-

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(Seal)-

## ADJUSTABLE RATE RIDER

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

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

**7868 MARBLE DOE STREET, LAS VEGAS, NEVADA 89149**

[Property Address]

**THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY.**

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

**A. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

The Note provides for an initial interest rate of **5.500%**. The Note provides for changes in the interest rate and the monthly payments, as follows:

**4. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

**(A) Change Dates**

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

**(B) The Index**

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six month U.S. dollar-denominated deposits in the London market as published by the Wall Street Journal. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

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

**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding **Two** percentage points (**2.000%**) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4 (D) below, this rounded amount will be my new interest rate until the next Change Date.



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

**(D) Limits on Interest Rate Changes**

The interest rate I am required to pay at the first Change Date will not be greater than 5.500 % or less than 5.500 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than Zero percentage points ( 0.000 %) from the rate of interest I have been paying for the preceding 6 months. My interest rate will never be greater than 12.000 %.

**(E) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

**(F) Notice of Changes**

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

**B. TRANSFER OF PROPERTY OR A BENEFICIAL INTEREST IN BORROWER**

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

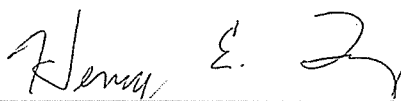
**Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales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

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

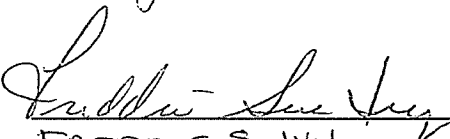
To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements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

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

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

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

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

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

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

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

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

*[Sign Original Only]*

## 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.

*Henry E. Ivy* (Seal)  
**HENRY E IVY** -Borrower

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

*Freddie S. Ivy* (Seal)  
**FREDDIE S. IVY** -Borrower

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

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

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

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

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

**EXHIBIT A**

**PARCEL ONE (1):**

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

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

**PARCEL TWO (2):**

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

Loan # [REDACTED] 50683

CO6D070

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

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

May 13, 2005  
[Date]

LAS VEGAS  
[City]

NEVADA  
[State]

7868 MARBLE DOE STREET, LAS VEGAS, NEVADA 89149

[Property Address]

**1. BORROWER'S PROMISE TO PAY**

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

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

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

**2. INTEREST**

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

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

**3. PAYMENTS**

**(A) Time and Place of Payments**

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

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

I will make my monthly payments at

33172-3139

700 NW 107th Avenue 3rd Floor Miami, FL

the Note Holder.

or at a different place if required by

**(B) Amount of My Initial Monthly Payments**

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

This amount may change.

**(C) Monthly Payment Changes**

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

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

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

**(B) The Index**

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six month U.S. dollar-denominated deposits in the London market based on quotations of major banks, as published by the Wall Street Journal. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

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

**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding Two percentage points ( 2.000 % ) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new Interest rate until the next Change Date.

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

**(D) Limits on Interest Rate Changes**

The interest rate I am required to pay at the first Change Date will not be greater than 5.500 % or less than 5.500 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than Zero percentage point(s) ( 0.000 % ) from the rate of interest I have been paying for the preceding 6 months. My interest rate will never be greater than 12.000 %.

**(E) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

**(F) Notice of Changes**

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the telephone number of a person who will answer any questions I may have regarding the notice.

**5. BORROWER'S RIGHT TO PREPAY**

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



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

#### 6. LOAN CHARGES

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

#### 7. BORROWER'S FAILURE TO PAY AS REQUIRED

##### (A) Late Charges for Overdue Payments

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

##### (B) Default

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

##### (C) Notice of Default

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

##### (D) No Waiver By Note Holder

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

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

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

**8. GIVING OF NOTICES**

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

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

**9. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

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

**10. WAIVERS**

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

**11. UNIFORM SECURED NOTE**

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

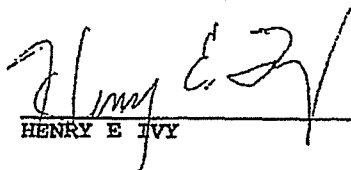
**Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales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

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

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

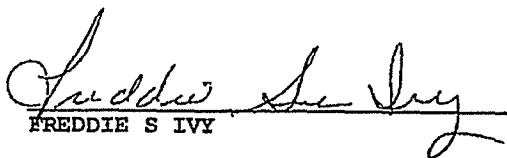
If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security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

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

  
HENRY E IVY

(Seal)

(Seal)

  
FREDDIE S IVY

(Seal)

(Seal)

(Seal)

(Seal)

[Sign Original Only]

**ADJUSTABLE RATE NOTE**

( 6 Month LIBOR Index-Rate Caps)

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

May 13, 2005

LAS VEGAS

NEVADA

[Date]

[City]

[State]

7868 MARBLE DOE STREET, LAS VEGAS, NEVADA 89149

[Property Address]

**1. BORROWER'S PROMISE TO PAY**

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

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

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

**2. INTEREST**

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

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

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

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

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

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

date, which is called the "Maturity Date."

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

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

**(B) Amount of My Initial Monthly Payments**

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

**(C) Monthly Payment Changes**

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

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

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

**(B) The Index**

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of Interbank offered rates for 6-month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in The Wall Street Journal. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

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

**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding percentage points (2.000 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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

(ii) **Amortization Payment Period.** The "amortization payment period" is the period after the interest-only payment period. For the monthly payment due during the amortization payment period, after calculating my new interest rate as provided above, the Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

**(D) Limits on Interest Rate Changes**

My interest rate will never be greater than 12.000 %.

**(E) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

**(F) Notice of Changes**

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

**5. BORROWER'S RIGHT TO PREPAY**

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

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

**6. LOAN CHARGES**

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

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

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

**(B) Default**

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

**(C) Notice of Default**

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

**(D) No Waiver By Note Holder**

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

**(E) Payment of Note Holders Costs and Expenses**

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

**8. GIVING OF NOTICES**

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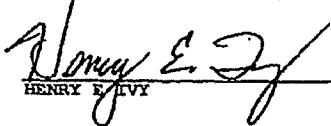
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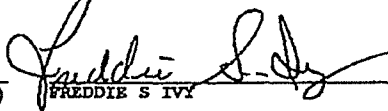
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WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

  
HENRY E. IVY

(Seal)

  
FREDDIE S. IVY

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