

IN THE SUPREME COURT OF THE STATE OF NEVADA

NATIONSTAR MORTGAGE LLC,

Appellant,

vs.

WEST SUNSET 2050 TRUST,

Respondent.

Case No. 79271

Related Case No. 70754

Electronically Filed
Feb 28 2020 06:48 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

APPEAL

From the Eighth Judicial District Court, Department XIII
The Honorable Elizabeth Gonzalez, District Judge
District Court Case No. A-13-691323-C

**APPENDIX TO OPENING BRIEF¹,
VOLUME I**

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DATED February 28, 2020.

AKERMAN LLP

/s/ Scott R. Lachman

ARIEL E. STERN, ESQ.

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Attorneys for Appellant

CERTIFICATE OF SERVICE

I certify that I electronically filed on February 28, 2020, the foregoing **APPENDIX TO OPENING BRIEF, VOLUME I** with the Clerk of the Court for the Nevada Supreme Court by using the CM/ECF system. I further certify that all parties of record to this appeal either are registered with the CM/ECF or have consented to electronic service.

[] By placing a true copy enclosed in sealed envelope(s) addressed as follows: Not applicable

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

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

/s/ Carla Llarena
An employee of Akerman LLP

CIVIL COVER SHEET

Clark County, Nevada

Case No. _____
(Assigned by Clerk's Office)

A- 13- 691323- C

XXI

I. Party Information

Plaintiff(s) (name/address/phone): WEST SUNSET 2050 TRUST, a Nevada Trust

Attorney (name/address/phone):

Luis A. Ayon, Esq., Margaret E. Schmidt, Esq., Maier Gutierrez Ayon, 2500 W. Sahara Avenue, Suite 106, Las Vegas, NV 89102 (702) 629-7900

Defendant(s) (name/address/phone): NEW FREEDOM MORTGAGE CORPORATION, a Foreign Corporation; BANK OF AMERICA, N.A., a National Association; NATIONSTAR MORTGAGE LLC, a Foreign Limited Liability Company, COOPER CASTLE LAW FIRM, LLP, a Nevada Limited Liability Partnership STEPHANIE TABLANTE, an individual, DOES I through X; and ROE CORPORATIONS I through X, inclusive

Attorney (name/address/phone):

II. Nature of Controversy (Please check applicable bold category and applicable subcategory, if appropriate)☐ **Arbitration Requested****Civil Cases**

Real Property	Torts	
<input type="checkbox"/> Landlord/Tenant <input type="checkbox"/> Unlawful Detainer <input checked="" type="checkbox"/> Title to Property <input type="checkbox"/> Foreclosure <input type="checkbox"/> Liens <input checked="" type="checkbox"/> Quiet Title <input type="checkbox"/> Specific Performance <input type="checkbox"/> Condemnation/Eminent Domain <input type="checkbox"/> Other Real Property <input type="checkbox"/> Partition <input type="checkbox"/> Planning/Zoning	<input type="checkbox"/> Negligence <input type="checkbox"/> Negligence – Auto <input type="checkbox"/> Negligence – Medical/Dental <input type="checkbox"/> Negligence – Premises Liability (Slip/Fall) <input type="checkbox"/> Negligence – Other	<input type="checkbox"/> Product Liability <input type="checkbox"/> Product Liability/Motor Vehicle <input type="checkbox"/> Other Torts/Product Liability <input type="checkbox"/> Intentional Misconduct <input type="checkbox"/> Torts/Defamation (Libel/Slander) <input type="checkbox"/> Interfere with Contract Rights <input type="checkbox"/> Employment Torts (Wrongful termination) <input type="checkbox"/> Other Torts <input type="checkbox"/> Anti-trust <input type="checkbox"/> Fraud/Misrepresentation <input type="checkbox"/> Insurance <input type="checkbox"/> Legal Tort <input type="checkbox"/> Unfair Competition
Probate	Other Civil Filing Types	
Estimated Estate Value: _____ <input type="checkbox"/> Summary Administration <input type="checkbox"/> General Administration <input type="checkbox"/> Special Administration <input type="checkbox"/> Set Aside Estates <input type="checkbox"/> Trust/Conservatorships <input type="checkbox"/> Individual Trustee <input type="checkbox"/> Corporate Trustee <input type="checkbox"/> Other Probate	<input type="checkbox"/> Construction Defect <input type="checkbox"/> Chapter 40 <input type="checkbox"/> General <input type="checkbox"/> Breach of Contract <input type="checkbox"/> Building & Construction <input type="checkbox"/> Insurance Carrier <input type="checkbox"/> Commercial Instrument <input type="checkbox"/> Other Contracts/Acct/Judgment <input type="checkbox"/> Collection of Actions <input type="checkbox"/> Employment Contract <input type="checkbox"/> Guarantee <input type="checkbox"/> Sale Contract <input type="checkbox"/> Uniform Commercial Code <input type="checkbox"/> Civil Petition for Judicial Review <input type="checkbox"/> Foreclosure Mediation <input type="checkbox"/> Other Administrative Law <input type="checkbox"/> Department of Motor Vehicles <input type="checkbox"/> Worker's Compensation Appeal	<input type="checkbox"/> Appeal from Lower Court (also check applicable civil case box) <input type="checkbox"/> Transfer from Justice Court <input type="checkbox"/> Justice Court Civil Appeal <input type="checkbox"/> Civil Writ <input type="checkbox"/> Other Special Proceeding <input type="checkbox"/> Other Civil Filing <input type="checkbox"/> Compromise of Minor's Claim <input type="checkbox"/> Conversion of Property <input type="checkbox"/> Damage to Property <input type="checkbox"/> Employment Security <input type="checkbox"/> Enforcement of Judgment <input type="checkbox"/> Foreign Judgment – Civil <input type="checkbox"/> Other Personal Property <input type="checkbox"/> Recovery of Property <input type="checkbox"/> Stockholder Suit <input type="checkbox"/> Other Civil Matters

III. Business Court Requested (Please check applicable category; for Clark or Washoe Counties only.)

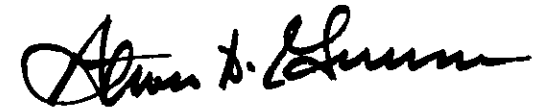
- | | | |
|---|--|---|
| <input type="checkbox"/> NRS Chapters 78-88 | <input type="checkbox"/> Investments (NRS 104 Art. 8) | <input checked="" type="checkbox"/> Enhanced Case Mgmt/Business |
| <input type="checkbox"/> Commodities (NRS 90) | <input type="checkbox"/> Deceptive Trade Practices (NRS 598) | <input type="checkbox"/> Other Business Court Matters |
| <input type="checkbox"/> Securities (NRS 90) | <input type="checkbox"/> Trademarks (NRS 600A) | |

November 6, 2013

Date

Signature of initiating party or representative

See other side for family-related case filings.



CLERK OF THE COURT

COMP
LUIS A. AYON, ESQ.
Nevada Bar No. 9752
MARGARET E. SCHMIDT, ESQ.
Nevada Bar No. 12489
MAIER GUTIERREZ AYON
2500 West Sahara Avenue, Suite 106
Las Vegas, Nevada 89102
Telephone: (702) 629-7900
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E-mail: laa@mgalaw.com
mes@mgalaw.com

Attorneys for West Sunset 2050 Trust

DISTRICT COURT

CLARK COUNTY, NEVADA

WEST SUNSET 2050 TRUST, a Nevada Trust

Plaintiff,

vs.

NEW FREEDOM MORTGAGE
CORPORATION, a Foreign Corporation;
BANK OF AMERICA, N.A., a National
Association; NATIONSTAR MORTGAGE
LLC, a Foreign Limited Liability Company,
COOPER CASTLE LAW FIRM, LLP, a
Nevada Limited Liability Partnership
STEPHANIE TABLANTE, an individual,
DOES I through X; and ROE
CORPORATIONS I through X, inclusive,

Defendants.

Case No.: **A- 13 - 691323 - C**

Dept. No.: **XXI**

COMPLAINT

Arbitration Exemptions:

- 1. Action for Declaratory Relief**
- 2. Action Concerning Real Property**

Plaintiff WEST SUNSET 2050 TRUST ("Plaintiff" or the "Trust"), by and through its attorneys of record, the law firm MAIER GUTIERREZ AYON, PLLC, hereby demands quiet title against the above named defendants, defendants DOES I through X, and ROE CORPORATIONS I through X (collectively, "Defendants"), as follows:

GENERAL ALLEGATIONS

1. This lawsuit involves real property located at 7255 W. Sunset Road, Unit 2050, Las Vegas, Nevada 89113, and bearing Assessor's Parcel Number 176-03-510-102 (the "Property").

2. Plaintiff WEST SUNSET 2050 TRUST ("Plaintiff" or the "Trust") is, and at all times pertinent hereto was, a resident of the State of Nevada.

3. Plaintiff is the present record owner of the Property.

4. The Property is subject to a set of CC&Rs recorded by the Tuscano Homeowners Association ("Tuscano HOA").

5. Plaintiff acquired the Property on or about June 22, 2013, by successfully bidding on the Property at a publicly held foreclosure action in accordance with NRS 116.3116, *et seq.*

6. The foreclosure sale was conducted pursuant to NRS 116.3116, *et seq.*, and all requirements of law regarding the mailing of the copies of the Notice of Default and Election to Sell, and the mailing, posting, and publication of the Notice of Foreclosure Sale have been complied with.

7. Pursuant to NRS 116.3116(2), the entire HOA lien is prior to all other liens and encumbrances of unit except:

1. Liens and encumbrances recorded before the recordation of the declaration and, in a cooperative, liens and encumbrances which the association creates, assumes, or takes subject to;
2. A first security interest on the unit recorded before the date on which the assessment sought to be enforced became delinquent or, in a cooperative, the first security interest encumbering only the unit's owner's interest and perfected before the date on which the assessment sought to be enforced became delinquent; and
3. Liens for real estate taxes and other governmental assessments or charges against the unit or cooperative.

8. NRS 116.3116(2) further provides that a portion of the HOA Lien has priority over even a first security interest in the Property.

9. On June 24, 2013, the foreclosure deed was recorded in the Official Records of the Clark County Recorder as Instrument No. 201306240003127 (the "Deed").

10. Since purchasing the Property, Plaintiff has expended significant additional funds and resources in relation to the Property.

11. Upon information and belief, on or about December 7, 2005, Defendant Stephanie Tablante, obtained a mortgage from Defendant New Freedom Mortgage Corporation ("New Freedom Mortgage") for the purchase of the Property.

1 12. Upon information and belief, Defendant New Freedom Mortgage is foreign
2 corporation. However, Defendant New Freedom Mortgage is not registered with the Nevada
3 Secretary of State as a corporation authorized to do business in the State of Nevada.

4 13. Defendant New Freedom Mortgage recorded a deed of trust with the Clark County
5 Recorder's office as Instrument No. 200512070002367 on or about December 7, 2005 ("New
6 Freedom DOT"). Defendant Stephanie Tablante was the borrower under the mortgage and
7 executed the New Freedom DOT as security for the mortgage.

8 14. On or about March 3, 2011, Defendant Stephanie Tablante transferred her interest
9 in the Property to Defendant New Freedom Mortgage via a Deed in Lieu of Foreclosure.
10 Defendant New Freedom Mortgage recorded the Deed in Lieu of Foreclosure with the Clark
11 County Recorder's office as Instrument Number 20113030003444.

12 15. On or about June 21, 2011, the Deed in Lieu of Foreclosure was rerecorded with the
13 Clark County Recorder's office as Instrument Number 201106210002567.

14 16. After Defendant Stephanie Tablante signed her interest in the Property over to
15 Defendant New Freedom Mortgage, Defendant New Freedom Mortgage became the owner of the
16 Property and was responsible for all the maintenance associated with the Property, including the
17 homeowner assessments.

18 17. On or about July 29, 2011, Mortgage Electronic Registration Systems, Inc.
19 ("MERS") recorded an assignment of deed of trust against the Property with the Clark County
20 Recorder's office as Instrument Number 201107290000895 ("MERS Assignment").

21 18. The MERS Assignment purportedly assigned Defendant New Freedom Mortgage's
22 interest in the New Freedom Mortgage DOT to BAC Home Loans Servicing, LP FKA
23 Countrywide Home Loan Servicing LP ("BAC Home Loans").

24 19. Is it unclear why the MERS Assignment occurred because the New Freedom
25 Mortgage DOT was extinguished after ownership of the Property was transferred to Defendant
26 New Freedom Mortgage.

27 20. On or about March 20, 2013, Defendant Bank of America, N.A. ("BANA")
28 recorded an assignment ("Nationstar Assignment") that purported to transfer BANA's interest to

1 Defendant Nationstar Mortgage LLC ("Nationstar"). The Nationstar Assignment was recorded
2 with the Clark County Recorder's office as Instrument Number 201303200000887.

3 21. Defendant New Freedom Mortgage was the owner of the Property at the time the
4 Nationstar Assignment was made

5 22. On or about September 18, 2013, Defendant Cooper Castle Law Firm, LLP
6 ("Cooper Castle"), as Trustee under the New Freedom DOT, recorded a Notice of Breach and
7 Default ("NOD") against the Property. The NOD was recorded with the Clark County Recorder's
8 office as Instrument Number 201309180002103.

9 23. As previously stated, the New Freedom DOT was extinguished after Defendant
10 Stephanie Tablante transferred her interest in the Property to Defendant New Freedom Mortgage.

11 24. Upon information and belief, each of the defendants sued herein as DOES I through
12 X, inclusive, are responsible in some manner for the events and happenings herein referred to,
13 which thereby proximately caused the injuries and damages to plaintiff as alleged herein; that
14 when the true names and capacities of such defendants become known, plaintiff will ask leave of
15 this Court to amend this complaint to insert the true names, identities and capacities together with
16 proper charges and allegations.

17 25. Upon information and belief, each of the defendants sued herein as ROE
18 CORPORATIONS I thought X, inclusive, are responsible in same manner for the events and
19 happenings herein referred to, which thereby proximately caused the injuries and damages to
20 plaintiff as alleged herein; that when the true names and capacities of such defendants become
21 known, plaintiff will ask leave of this Court to amend this complaint to insert the true names,
22 identities and capacities together with proper charges and allegations.

23 **FIRST CLAIM FOR RELIEF**

24 **(Declaratory Relief/Quiet Title Pursuant to NRS 30.010 and 116.3116, et seq.**
25 **against all Defendants)**

26 26. Plaintiff repeats and realleges the allegations of the preceding paragraphs of the
27 complaint as though fully set forth herein and incorporate the same herein by reference.

28 27. This Court has the power and authority to declare the Plaintiff's rights and interests

1 in the Property, and the resolution of Defendants' adverse claims, if any, to it.

2 28. Plaintiff acquired the Property via a NRS 116 foreclosure sale on or about June 22,
3 2013. Thereafter, Plaintiff properly recorded the Deed on June 24, 2013.

4 29. Defendant New Freedom Mortgage, as the owner of the Property, was required to
5 maintain the HOA assessments.

6 30. Defendants were duly notified of the HOA foreclosure sale and failed to act to
7 protect their interests. Defendants have sat on their rights and effectively have abandoned their
8 security interests, if any ever legitimately existed.

9 31. Furthermore, an NRS 116 foreclosure sale, like all foreclosure sales, extinguishes
10 junior security interests. Pursuant to NRS 116.3116, a Homeowners Association ("HOA") lien is
11 superior in priority to all mortgage encumbrances. Therefore, an NRS 116 foreclosure sale
12 extinguishes all mortgage encumbrances, if any remained in place.

13 32. Defendants are unable to satisfy the stringent requirements of Nevada Assembly
14 Bill No. 284, as codified, and effectively have abandoned their security interests.

15 33. Plaintiff is entitled to a declaratory judgment from this Court finding that: (1)
16 Plaintiff is the owner of the Property; (2) Plaintiff's Deed is valid and enforceable; and (3)
17 Plaintiff's rights to the Property and interest in the Property are superior to any adverse interest
18 claimed by Defendants and are therefore extinguished.

19 34. Plaintiff seeks an order from the Court quieting title to the Property in favor of
20 Plaintiff and extinguishing any interest Defendants may have therein.

21 **SECOND CLAIM FOR RELIEF**

22 **(Preliminary and Permanent Injunction against Defendants Cooper Castle and Nationstar)**

23 35. Plaintiff repeats and realleges the allegations of the preceding paragraphs of the
24 complaint as though fully set forth herein and incorporate the same herein by reference.

25 36. Defendants may claim an interest in the Property by way of a competing deed of
26 trust or other interest that was extinguished by the HOA foreclosure sale or otherwise abandoned.

27 37. As such, Defendants may improperly attempt to foreclose upon the Property and
28 sell it at a trustee's sale.

38. Such a trustee's sale would be invalid as Defendants have lost or otherwise abandoned their interests in the Property.

39. On the basis of the facts described herein, Plaintiff has a reasonable probability of success on the merits of its claims.

40. Plaintiff is entitled to a preliminary and permanent injunction prohibiting Defendants, each of them, from initiating any foreclosure proceedings that would affect the title to the Property.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff WEST SUNSET 2050 TRUST, prays for judgment against Defendants, and each of them, as follows:

1. For a declaration and determination that Plaintiff is the rightful holder of title to the Property and that Defendants, and each of them, be declared to have no right, title or interest in the Property;

2. For a preliminary and permanent injunction that Defendants, and each of them, are prohibited from initiating foreclosure proceedings on the Property; and

3. For such other and further relief as the Court may deem proper.

DATED this 6th day of November, 2013.

MAIER GUTIERREZ AYON



LUIS AYON, ESQ.
Nevada Bar No. 9752
MARGARET E. SCHMIDT, ESQ.
Nevada Bar No. 12489
2500 W. Sahara Ave, Suite 106
Las Vegas, Nevada 89102
Attorneys for Plaintiff West Sunset 2050 Trust

AFFIDAVIT OF SERVICE

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12/09/2013 03:15:42 PM

State of Nevada

County of Clark

Alvin D. Johnson
District Court
CLERK OF THE COURT

Case Number: A-13-691323-C Court Date: 3/6/2014

Plaintiff:

West Sunset 2050 Trust

vs.

Defendant:

New Freedom Mortgage Corporation, et al.

Received by AM:PM Legal Solutions on the 22nd day of November, 2013 at 9:50 am to be served on **Nationstar Mortgage, LLC c/o CSC Services of Nevada, Inc. as Registered Agent, 2215-B Renaissance Dr., Las Vegas, NV 89119.**

I, Stanley McGrue, being duly sworn, depose and say that on the 22nd day of November, 2013 at 10:38 am, I:

at all times herein, pursuant to NRCP 4(c), was and is a citizen of the United States, over 18 years of age, not a party to or interested in the proceeding in which this affidavit is made and **served** the within named individual or entity by delivering a true and correct copy of the **Summons and Complaint** on the date and hour of service endorsed thereon by me, at the aforementioned address, to, Julie Brown (Clerk), as a person of suitable age and discretion at the above address to receive service of legal process pursuant to NRS 14.020.

Description of Person Served: Age: 43+, Sex: F, Race/Skin Color: Caucasian, Height: 5'6", Weight: 130, Hair: Brown, Glasses: N

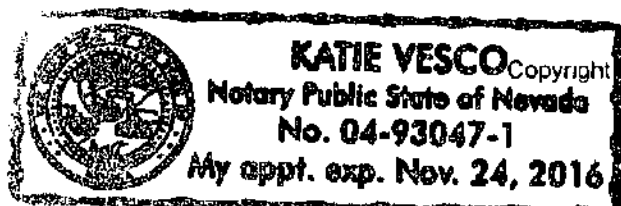
Subscribed and Sworn to me on the 26th day of November, 2013.

Katie Vesco
NOTARY PUBLIC

Stanley W. McGrue
Stanley McGrue
NV License 1120

AM:PM Legal Solutions
520 S. 7th St., Ste. B
Las Vegas, NV 89101
(702) 385-2676

Our Job Serial Number: AMP-2013005108
Ref: Q02008



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State of Nevada

County of Clark


District Court

Case Number: A-13-691323-C Court Date: 3/6/2014

CLERK OF THE COURT

Plaintiff:

West Sunset 2050 Trust

vs.

Defendant:

New Freedom Mortgage Corporation, et al.

Received by AM:PM Legal Solutions on the 22nd day of November, 2013 at 9:50 am to be served on **Bank of America, N.A., 300 S. Fourth St., Las Vegas, NV 89101.**

I, Stan McGrue, being duly sworn, depose and say that on the 25th day of November, 2013 at 10:00 am, I:

at all times herein, pursuant to NRCP 4(c), was and is a citizen of the United States, over 18 years of age, not a party to or interested in the proceeding in which this affidavit is made and **served** the within named individual or entity by delivering a true and correct copy of the **Summons and Complaint** on the date and hour of service endorsed thereon by me, at the aforementioned address, to: Rosa Hernandez (Sales Service Specialist), as a **competent individual/agent of suitable age authorized to accept service of process** for, and on behalf of, the within named individual(s) or entity(ies), in compliance with Nevada Statutes and informing said person of the contents thereof.

Description of Person Served: Age: 48+, Sex: F, Race/Skin Color: Hispanic, Height: 5'6", Weight: 135, Hair: Brown, Glasses: Y

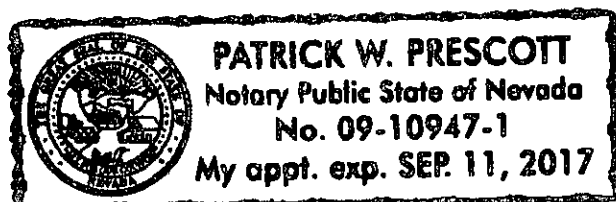
Subscribed and Sworn to me on the 26th day of November, 2013.


NOTARY PUBLIC


Stan McGrue
NV License 1190

AM:PM Legal Solutions
520 S. 7th St., Ste. B
Las Vegas, NV 89101
(702) 385-2676

Our Job Serial Number: AMP-2013005109
Ref: Q02008



AFFIDAVIT OF SERVICE

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12/09/2013 03:14:11 PM

State of Nevada

County of Clark

Alvin D. Shuman
CLERK OF THE COURT

Case Number: A-13-691323-C Court Date: 3/6/2014

Plaintiff:

West Sunset 2050 Trust

vs.

Defendant:

New Freedom Mortgage Corporation, et al.

Received by AM:PM Legal Solutions on the 22nd day of November, 2013 at 9:50 am to be served on **Cooper Castle Law Firm, LLP, 5275 S. Durango Dr., Las Vegas, NV 89113.**

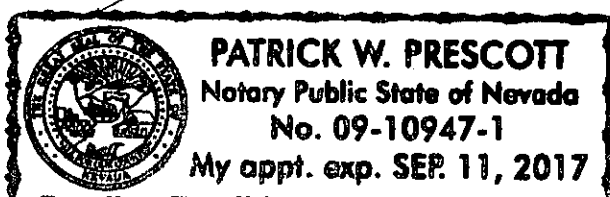
I, Stan McGrue, being duly sworn, depose and say that on the 26th day of November, 2013 at 3:10 pm, I:

at all times herein, pursuant to NRCP 4(c), was and is a citizen of the United States, over 18 years of age, not a party to or interested in the proceeding in which this affidavit is made and **served** the within named individual or entity by delivering a true and correct copy of the **Summons and Complaint** on the date and hour of service endorsed thereon by me, at the aforementioned address, to: Gloria Guinn (Admin. Asst.), as a **competent individual/agent of suitable age authorized to accept service of process** for, and on behalf of, the within named individual(s) or entity(ies), in compliance with Nevada Statutes and informing said person of the contents thereof.

Description of Person Served: Age: 28+, Sex: F, Race/Skin Color: Caucasian, Height: 5'5", Weight: 130, Hair: Blonde, Glasses: Y

Subscribed and Sworn to me on the 27th day of November, 2013.

Patrick W. Prescott
NOTARY PUBLIC



Stan McGrue
Stan McGrue
NV License 1190

**AM:PM Legal Solutions
520 S. 7th St., Ste. B
Las Vegas, NV 89101
(702) 385-2676**

Our Job Serial Number: AMP-2013005110
Ref: Q02008

AFFIDAVIT OF SERVICE

State of NEVADA

County of CLARK

District Court

Case Number: A-13-691323-C

Electronically Filed
12/11/2013 02:05:28 PM

Plaintiff:

WEST SUNSET 2050 TRUST

vs.

Defendant:

NEW FREEDOM MORTGAGE CORPORATION; BANK OF AMERICA, N.A.;
NATIONSTAR MORTGAGE LLC; COOPER CASTLE LAW FIRM, LLC;
STEPHANIE TABLANTE; DOES I THROUGH X; AND ROE CORPORATIONS I
THROUGH X

For:

SUMM

Las Vegas, NV 89129

Received by AM:PM LEGAL SOLUTIONS on the 22nd day of November, 2013 at 2:17 pm to be served on **NEW FREEDOM MORTGAGE CORPROATION, 2363 SOUTH FOOTHILL DRIVE, SALT LAKE CITY, UT 84109.**

I, GRANT ROLL, being duly sworn, depose and say that on the **25th day of November, 2013 at 11:50 am, I:**

SERVED the within named **CORPORATION** by delivering a true copy of the **SUMMONS & COMPLAINT** with the date and hour of service endorsed thereon by me to ELIZABETH CARDENAS as AUTHORIZED LEGAL AGENT of the within named corporation, in compliance with state statutes.

Additional Information pertaining to this Service:

Attempted Service: 2363 SOUTH FOOTHILL DRIVE, SALT LAKE CITY, UT 84109
11-25-13 11:50am served Elizabeth Cardenas/Authorized

I am over the age of 21 and have no interest in the above action.

UCA 78B-5-705. I declare under criminal penalty that the foregoing is true and correct.



Subscribed and Sworn to before me on the 25th day of November, 2013 by the affiant who is personally known to me.


NOTARY PUBLIC



GRANT ROLL
Private Investigator A103235

AM:PM LEGAL SOLUTIONS
520 S. 7th St.
Ste. B
Las Vegas, NV 89101
(702) 385-2676
Our Job Serial Number: AND-2013005006
Ref: 5111


CLERK OF THE COURT

1 ANSC
2 J. Christopher Jorgensen (State Bar #5382)
3 Dale Kotchka-Alanes (State Bar #13168)
4 LEWIS ROCA ROTHGERBER LLP
5 3993 Howard Hughes Pkwy., #600
6 Las Vegas, NV 89169
7 Telephone: (702) 949-8200
8 Facsimile: (702) 949-8398

9 Attorneys for Defendant
10 *Bank of America, N.A.*

11 **DISTRICT COURT**

12 **CLARK COUNTY, NEVADA**

13 WEST SUNSET 2050 TRUST, a Nevada Trust,
14 Plaintiff,

Case No. A-13-691323-C

Dept. No. XXI

15 vs.

16 NEW FREEDOM MORTGAGE
17 CORPORATION, a foreign corporation;
18 BANK OF AMERICA, N.A., a national
19 association; NATIONSTAR MORTGAGE
20 LLC, a foreign limited liability company;
21 COOPER CASTLE LAW FIRM, LLP, a
22 Nevada limited liability partnership;
23 STEPHANIE TABLANTE, an individual; et
24 al.,

ANSWER TO COMPLAINT

25 Defendants.

26 COMES NOW Defendant, Bank of America, N.A., through its attorneys, Lewis Roca
27 Rothgerber, LLP, and as and for its answer to Plaintiff's Complaint on file herein, admits, denies
28 and alleges as follows:

- 29 1. The allegations contained in Paragraph 1 of Plaintiff's Complaint are admitted.
- 30 2. In response to Paragraph 2 of Plaintiff's Complaint, answering Defendant states it
31 is without sufficient knowledge or information necessary to form a belief as to the truth or falsity
32 of said allegations and therefore denies same.
- 33 3. In response to Paragraph 3 of Plaintiff's Complaint, answering Defendant states the
34 allegations contained therein constitute conclusions of law and thus require no answer; however,

1 to the extent it contains allegations of fact, answering Defendant denies each and every allegation
2 contained in said paragraph.

3 4. In response to Paragraph 4 of Plaintiff's Complaint, answering Defendant states the
4 allegations contained therein constitute conclusions of law and thus require no answer; however,
5 to the extent it contains allegations of fact, answering Defendant denies each and every allegation
6 contained in said paragraph.

7 5. In response to Paragraph 5 of Plaintiff's Complaint, answering Defendant states it
8 is without sufficient knowledge or information necessary to form a belief as to the truth or falsity
9 of said allegations and therefore denies same.

10 6. In response to Paragraph 6 of Plaintiff's Complaint, answering Defendant states the
11 allegations contained therein constitute conclusions of law and thus require no answer; however,
12 to the extent it contains allegations of fact, answering Defendant denies each and every allegation
13 contained in said paragraph.

14 7. In response to Paragraph 7 of Plaintiff's Complaint, answering Defendant states the
15 allegations contained therein constitute conclusions of law and thus require no answer; however,
16 to the extent it contains allegations of fact, answering Defendant denies each and every allegation
17 contained in said paragraph.

18 8. In response to Paragraph 8 of Plaintiff's Complaint, answering Defendant states the
19 allegations contained therein constitute conclusions of law and thus require no answer; however,
20 to the extent it contains allegations of fact, answering Defendant denies each and every allegation
21 contained in said paragraph.

22 9. In response to Paragraph 9 of Plaintiff's Complaint, answering Defendant states it
23 is without sufficient knowledge or information necessary to form a belief as to the truth or falsity
24 of said allegations and therefore denies same.

25 10. In response to Paragraph 10 of Plaintiff's Complaint, answering Defendant states it
26 is without sufficient knowledge or information necessary to form a belief as to the truth or falsity
27 of said allegations and therefore denies same.

28 11. The allegations contained in Paragraph 11 of Plaintiff's Complaint are admitted.

1 12. In response to Paragraph 12 of Plaintiff's Complaint, answering Defendant states it
2 is without sufficient knowledge or information necessary to form a belief as to the truth or falsity
3 of said allegations and therefore denies same.

4 13. In response to Paragraph 13 of Plaintiff's Complaint, answering Defendant states it
5 is without sufficient knowledge or information necessary to form a belief as to the truth or falsity
6 of said allegations and therefore denies same.

7 14. In response to Paragraph 14 of Plaintiff's Complaint, answering Defendant states it
8 is without sufficient knowledge or information necessary to form a belief as to the truth or falsity
9 of said allegations and therefore denies same.

10 15. In response to Paragraph 15 of Plaintiff's Complaint, answering Defendant states it
11 is without sufficient knowledge or information necessary to form a belief as to the truth or falsity
12 of said allegations and therefore denies same.

13 16. In response to Paragraph 16 of Plaintiff's Complaint, answering Defendant states
14 the allegations contained therein constitute conclusions of law and thus require no answer;
15 however, to the extent it contains allegations of fact, answering Defendant denies each and every
16 allegation contained in said paragraph.

17 17. In response to Paragraph 17 of Plaintiff's Complaint, answering Defendant states it
18 is without sufficient knowledge or information necessary to form a belief as to the truth or falsity
19 of said allegations and therefore denies same.

20 18. In response to Paragraph 18 of Plaintiff's Complaint, answering Defendant states
21 the allegations contained therein constitute conclusions of law and thus require no answer;
22 however, to the extent it contains allegations of fact, answering Defendant denies each and every
23 allegation contained in said paragraph.

24 19. In response to Paragraph 19 of Plaintiff's Complaint, answering Defendant states
25 the allegations contained therein constitute conclusions of law and thus require no answer;
26 however, to the extent it contains allegations of fact, answering Defendant denies each and every
27 allegation contained in said paragraph.
28

1 20. This answering Defendant cannot admit or deny Paragraph 20 at this time and is
2 waiting on further research and verification. This answering Defendant will amend its answer
3 once verification is received.

4 21. In response to Paragraph 21 of Plaintiff's Complaint, answering Defendant states
5 the allegations contained therein constitute conclusions of law and thus require no answer;
6 however, to the extent it contains allegations of fact, answering Defendant denies each and every
7 allegation contained in said paragraph.

8 22. In response to Paragraph 22 of Plaintiff's Complaint, answering Defendant states it
9 is without sufficient knowledge or information necessary to form a belief as to the truth or falsity
10 of said allegations and therefore denies same.

11 23. In response to Paragraph 23 of Plaintiff's Complaint, answering Defendant states
12 the allegations contained therein constitute conclusions of law and thus require no answer;
13 however, to the extent it contains allegations of fact, answering Defendant denies each and every
14 allegation contained in said paragraph.

15 24. In response to Paragraph 24 of Plaintiff's Complaint, answering Defendant states
16 the allegations contained therein constitute conclusions of law and thus require no answer;
17 however, to the extent it contains allegations of fact, answering Defendant denies each and every
18 allegation contained in said paragraph.

19 25. In response to Paragraph 25 of Plaintiff's Complaint, answering Defendant states
20 the allegations contained therein constitute conclusions of law and thus require no answer;
21 however, to the extent it contains allegations of fact, answering Defendant denies each and every
22 allegation contained in said paragraph.

23 **FIRST CLAIM FOR RELIEF**

24 26. In response to Paragraph 26 of Plaintiff's First Claim for Relief, answering
25 Defendant repeats and realleges its answer to all the preceding paragraphs of Plaintiff's Complaint
26 and incorporates the same by reference as though fully set forth herein.

27 27. The allegations contained in Paragraph 27 of Plaintiff's Fifth Claim for Relief are
28 admitted.

1 28. In response to Paragraph 28 of Plaintiff's First Claim for Relief, answering
2 Defendant states the allegations contained therein constitute conclusions of law and thus require
3 no answer; however, to the extent it contains allegations of fact, answering Defendant denies each
4 and every allegation contained in said paragraph.

5 29. In response to Paragraph 29 of Plaintiff's First Claim for Relief, answering
6 Defendant states the allegations contained therein constitute conclusions of law and thus require
7 no answer; however, to the extent it contains allegations of fact, answering Defendant denies each
8 and every allegation contained in said paragraph.

9 30. In response to Paragraph 30 of Plaintiff's First Claim for Relief, answering
10 Defendant states it is without sufficient knowledge or information necessary to form a belief as to
11 the truth or falsity of said allegations and therefore denies same.

12 31. In response to Paragraph 31 of Plaintiff's First Claim for Relief, answering
13 Defendant states the allegations contained therein constitute conclusions of law and thus require
14 no answer; however, to the extent it contains allegations of fact, answering Defendant denies each
15 and every allegation contained in said paragraph.

16 32. In response to Paragraph 32 of Plaintiff's First Claim for Relief, answering
17 Defendant states the allegations contained therein constitute conclusions of law and thus require
18 no answer; however, to the extent it contains allegations of fact, answering Defendant denies each
19 and every allegation contained in said paragraph.

20 33. In response to Paragraph 33 of Plaintiff's First Claim for Relief, answering
21 Defendant states the allegations contained therein constitute conclusions of law and thus require
22 no answer; however, to the extent it contains allegations of fact, answering Defendant denies each
23 and every allegation contained in said paragraph.

24 34. In response to Paragraph 34 of Plaintiff's First Claim for Relief, answering
25 Defendant states the allegations contained therein constitute conclusions of law and thus require
26 no answer; however, to the extent it contains allegations of fact, answering Defendant denies each
27 and every allegation contained in said paragraph.
28

SECOND CLAIM FOR RELIEF

35. In response to Paragraph 35 of Plaintiff's Second Claim for Relief, answering Defendant repeats and realleges its answer to all the preceding paragraphs of Plaintiff's Complaint and incorporates the same by reference as though fully set forth herein.

36. In response to Paragraph 36 of Plaintiff's Second Claim for Relief, answering Defendant states the allegations contained therein constitute conclusions of law and thus require no answer; however, to the extent it contains allegations of fact, answering Defendant denies each and every allegation contained in said paragraph.

37. In response to Paragraph 37 of Plaintiff's Second Claim for Relief, answering Defendant states it is without sufficient knowledge or information necessary to form a belief as to the truth or falsity of said allegations and therefore denies same.

38. In response to Paragraph 38 of Plaintiff's Second Claim for Relief, answering Defendant states the allegations contained therein constitute conclusions of law and thus require no answer; however, to the extent it contains allegations of fact, answering Defendant denies each and every allegation contained in said paragraph.

39. In response to Paragraph 39 of Plaintiff's Second Claim for Relief, answering Defendant states the allegations contained therein constitute conclusions of law and thus require no answer; however, to the extent it contains allegations of fact, answering Defendant denies each and every allegation contained in said paragraph.

40. In response to Paragraph 40 of Plaintiff's Second Claim for Relief, answering Defendant states the allegations contained therein constitute conclusions of law and thus require no answer; however, to the extent it contains allegations of fact, answering Defendant denies each and every allegation contained in said paragraph.

FIRST AFFIRMATIVE DEFENSE

Plaintiff is not entitled to the relief it seeks against Defendant due to the doctrine of waiver.

SECOND AFFIRMATIVE DEFENSE

Plaintiff is not entitled to the relief it seeks against Defendant due to the doctrine of estoppel.

THIRD AFFIRMATIVE DEFENSE

Plaintiff is not entitled to the relief it seeks against Defendant due to the doctrine of laches.

FOURTH AFFIRMATIVE DEFENSE

The damages, if any, which Plaintiff alleges to have suffered were caused in whole or in part by the acts or omissions of person(s) other than Defendant and/or its agents and representatives, and thus should be reduced or denied entirely.

FIFTH AFFIRMATIVE DEFENSE

Plaintiff's lien or interest in the subject property, if any, should be subordinated to the interests held by Defendant.

SIXTH AFFIRMATIVE DEFENSE

Plaintiff fails to state a claim against Defendant upon which relief can be granted.

SEVENTH AFFIRMATIVE DEFENSE

All affirmative defenses may not have been fully set forth herein. Defendant reserves the right to amend its answer to allege additional affirmative defenses as subsequent investigation warrants pursuant to NRCP 8.

WHEREFORE, Defendant prays for judgment as follows:

- a. For determination and declaration that Defendant holds a valid and binding Deed of Trust upon the Property;
- b. For determination and declaration that the HOA foreclosure had no effect on the existence of Defendant's Deed of Trust;
- c. For determination and declaration that Defendant is entitled to its reasonable attorney's fees and costs incurred in defense of this action; and

1 d. For such other and further relief as this Court may deem just and proper.

2 DATED this 19th day of December, 2013.

3 LEWIS ROCA ROTHGERBER LLP

4
5 By: 

6 J. Christopher Jorgensen

7 Dale Kotchka-Alanes

8 3993 Howard Hughes Pkwy., Ste. 600

9 Las Vegas, NV 89169

10 Attorneys for Defendant Bank of America, N.A.

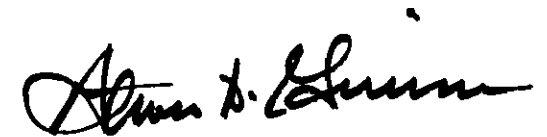
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15 **CERTIFICATE OF SERVICE**

16 The undersigned certifies that a copy of the foregoing document was served on counsel,
17 listed below, via U.S. mail, postage prepaid, on the 19 day of December, 2013:

18 Luis A. Ayon, Esq.
19 Margaret E. Schmidt, Esq.
20 Maier Gutierrez Ayon
21 2500 West Sahara Avenue, Ste. 106
22 Las Vegas, NV 89102
23 Attorneys for Plaintiff

24 Jason Peck, Esq.
25 The Cooper Castle Law Firm, LLP
26 5275 South Durango Drive
27 Las Vegas, NV 89113
28 Attorneys for The Cooper Castle Law Firm, LLP


an employee of Lewis Roca Rothgerber LLP



CLERK OF THE COURT

RTRAN

DISTRICT COURT
CLARK COUNTY, NEVADA

WEST SUNSET 2050 TRUST,

Plaintiff(s),

vs.

NEW FREEDOM MORTGAGE
CORPORATION, a Foreign Corporation;
BANK OF AMERICA, N.A., a National
Association; NATIONSTAR
MORTGAGE LLC, a Foreign Limited
Company; COOPER CASTLE LAW
FIRM, LLP, a Nevada Limited Liability
Partnership; STEPHANIE TABLANTE,
an individual;

Defendant(s).

CASE NO. A691323

DEPT. NO. XXI

AND ALL RELATED CLAIMS

BEFORE THE HONORABLE VALERIE ADAIR, DISTRICT COURT JUDGE

WEDNESDAY, JANUARY 15, 2014

**RECORDER'S TRANSCRIPT RE:
DEFENDANT, THE COOPER CASTLE LAW FIRM'S, LLP, MOTION TO DISMISS;
PLAINTIFF'S OPPOSITION TO MOTION TO DISMISS;
COUNTERMOTION FOR LEAVE TO AMEND COMPLAINT**

SEE APPEARANCES ON PAGE 2

RECORDED BY: JANIE OLSEN, COURT RECORDER

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APPEARANCES:

For the Plaintiff: MARGARET E. SCHMIDT, ESQ.

For the Defendants:

COOPER CASTLE JASON M. PECK, ESQ.

BANK OF AMERICA J. C. JORGENSEN, ESQ.

1 LAS VEGAS, NEVADA, WEDNESDAY, JANUARY 15, 2014, 9:35 A.M.

2 *****

3 THE COURT: All right. Case No. A691323, West Sunset 2050 versus New
4 Freedom Mortgage Corporation.

5 MS. SCHMIDT: Good morning, Your Honor, Margaret Schmidt on behalf of
6 the plaintiff.

7 MR. PECK: Good morning, Your Honor, Jason Peck on behalf of Cooper
8 Castle Law Firm.

9 MR. JORGENSEN: Chris Jorgensen on behalf of Bank of America.

10 THE COURT: All right. My law clerk seated right here, young John Cory,
11 informed me that he had previously as a law student worked for West Sunset 2050,
12 so just to let you guys know that. I don't see that as a conflict or anything, but just to
13 make you aware if anyone's concerned, you can tell me. As I said, he just said, oh,
14 I used to work for them, so.

15 All right. Let's begin with the Cooper Castle motion to dismiss.

16 MR. PECK: Thank you, Your Honor.

17 This is just one of the hundreds of these quiet title actions filed by the
18 purchaser as an HOA foreclosure claiming that the lender's deed of trust was
19 extinguished. In fact, I think you have another case on your calendar this morning
20 on this issue.

21 THE COURT: Yeah, we have a bunch.

22 Here -- can I just kind of cut to the chase here?

23 MR. PECK: Yes, Your Honor.

24 THE COURT: I -- and I suspect the plaintiff really isn't concerned on the quiet
25 title aspect because Cooper Christiansen isn't claiming ownership. I think, I'm

1 guessing, the plaintiff's real concern here is the injunctive relief aspect, and they
2 want to make sure that if an injunction is issued against the bank, or the lender, that
3 somehow things don't get, you know, fall between the cracks and you folks don't go
4 forward with foreclosure, eviction, or something of that nature. I think that's really
5 their concern. Am I stating that correctly?

6 MS. SCHMIDT: Yes, that's correct, Your Honor.

7 THE COURT: Okay. So, I mean we can keep you in the case for the
8 purposes of just the injunctive relief so that it's quite clear that you know what's
9 going on in the case and that you're under the Court order, or, you know, we can
10 dismiss you out with the understanding that if you go forward you're advised of this
11 action, meaning, if there's an injunction in place and you still go forward with the
12 foreclosure or any other action against the property while there's an injunction in
13 place, that you are aware of it and there would be certain ethical and other issues --

14 MR. PECK: Sure.

15 THE COURT: -- that would go along with that, and that the bank is obligated
16 not to, I guess, you as the agent of the bank are bound by whatever injunction is
17 issued against the bank.

18 MR. PECK: And we have absolutely no issue with that. In fact, even if we're
19 not a party, we would feel an obligation to --

20 THE COURT: No, but I know. I think, I'm guessing, I'm surmising, that the
21 plaintiff's concern is, as I said, something falling between the cracks that you have
22 paperwork and you're off running with the paperwork, and in the meantime an
23 injunction's being issued, and then you go forward with something and then they
24 have to unwind it all, and then you could say, oh, well, we didn't know, we weren't
25 contacted by the bank, and then the bank would say, oh, well, we sent this e-mail

1 out of -- and so it'd be one of those situations, and I think that's probably what the
2 plaintiff's concern is. They just want to make sure that everybody knows what's
3 going on in the case. Is that a fair statement?

4 MS. SCHMIDT: That's very correct, yes.

5 THE COURT: Okay.

6 MR. PECK: And, like I said, I -- that's not a problem. It's just important to us
7 for a dismissal in this case. And because there's so many --

8 THE COURT: Is that because you don't want pending litigation against your
9 firm?

10 MR. PECK: There are so many of these cases, it's causing an insurance
11 hassle, it's causing problems with other administrative things within the firm, and
12 that's why we're bringing these motions to dismiss.

13 THE COURT: Do you have any -- I mean, I think I've stated what the
14 concerns are. Do you -- would you, in view of all that's gone on and now they're
15 understanding that this is the case, that an injunction may issue, that they're bound
16 as the agent of the bank by the injunction, or the trustee, do you have any objection
17 to dismissing them out? I mean, I'm happy to dismiss them either way today on the
18 quiet title. It's really just, I think, the injunctive relief that's the issue.

19 MS. SCHMIDT: Right. If we put something in the order that they would be
20 bound by whatever preliminary injunction is issued and if they're dismissed without
21 prejudice just in case we need to bring them back in.

22 THE COURT: All right. Any problem with that?

23 MR. PECK: No, Your Honor.

24 THE COURT: All right. That'll be the order.

25 All right. Let's move on then to the next matter which is the plaintiff's

1 countermotion for leave to amend the complaint.

2 MS. SCHMIDT: We really just included that countermotion just to make sure
3 they were brought in and so it's really a moot issue at this point.

4 THE COURT: Okay.

5 MR. JORGENSEN: So I represent Bank of America.

6 THE COURT: Right.

7 MR. JORGENSEN: She hasn't said anything about Bank of America yet.

8 THE COURT: Right. There were some allegations as to the bank in your
9 motion to amend.

10 MS. SCHMIDT: Right, about the -- for the slander of title?

11 THE COURT: Right.

12 MS. SCHMIDT: Just really that that was an idea that we were thinking if they
13 wrongfully recorded something.

14 THE COURT: Okay. Here's what I'm inclined to say at this point, to deny the
15 motion to amend without prejudice. I don't see it right now. I think it'd be futile to
16 amend but if something pans out down the road, it's denied without prejudice, so.
17 All right?

18 MR. PECK: Okay.

19 THE COURT: All right. Thank you.

20 MR. JORGENSEN: Thank you.

21 MR. PECK: I can prepare the order.

22 MS. SCHMIDT: Okay.

23 / / / /

24 / / / /

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1 THE COURT: All right. And for the bank, Mr. Jorgensen.

2 MR. JORGENSEN: Thank you.

3 MS. SCHMIDT: Thank you, Your Honor.

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PROCEEDING CONCLUDED AT 9:41 A.M.

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11 ATTEST: I do hereby certify that I have truly and correctly transcribed the
12 audio/video proceedings in the above-entitled case to the best of my ability.

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SUSAN SCHOFIELD
Court Recorder/Transcriber

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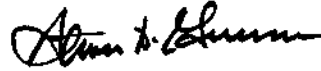
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CLERK OF THE COURT

1 **ORDR**

2 Jason M. Peck, Esq.
3 Nevada Bar No.: 10183
4 THE COOPER CASTLE LAW FIRM, LLP
5 A Multi-Jurisdictional Law Firm
6 5275 South Durango Drive,
7 Las Vegas, Nevada 89113
8 (702) 435-4175 Telephone
9 (702) 877-7424 Facsimile
10 E-Mail: japeck@ccfirm.com
11 Attorney for The Cooper Castle Law Firm, LLP

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EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

WEST SUNSET 2050 TRUST, a Nevada Trust,

Plaintiff,

vs.

NEW FREEDOM MORTGAGE
CORPORATION, a Foreign Corporation;
BANK OF AMERICA, N.A., a National
Association; NATIONSTAR MORTGAGE
LLC, a Foreign Limited Liability Company,
COOPER CASTLE LAW FIRM, LLP, a Nevada
Limited Liability Partnership; STEPHANIE
TABLANTE, an individual, DOES I through X;
and ROE CORPOARTIONS I THROUGH x,
INCLUSIVE,

Defendants.

Case No: A-13-691323-C

Dept. No. XXI

ORDER GRANTING DISMISSAL OF
THE COOPER CASTLE LAW FIRM, LLP

Defendant The Cooper Castle Law Firm, LLP ("CCLF")'s Motion to Dismiss, having
come on for hearing in Department XXI of the Eighth Judicial District Court, Clark County,
Nevada; and Defendant CCLF being represented by Jason M. Peck, Esq., and Defendant Bank
of America, N.A. being represented by J. Christopher Jorgensen, Esq., and Plaintiff being
represented by Margaret E. Schmidt, Esq., and after review and consideration of the points and
authorities on file, and the argument of counsel, and good cause therefore;

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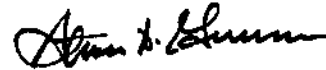
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CLERK OF THE COURT

1 **NOTC**

2 Jason Peck, Esq.

3 Nevada Bar No.: 10183

4 **THE COOPER CASTLE LAW FIRM, LLP**

5 A Multi-Jurisdictional Law Firm

6 5275 South Durango Drive,

7 Las Vegas, Nevada 89113

8 (702) 435-4175 Telephone

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10 E-Mail: japeck@ccfirm.com

11 *Attorney for The Cooper Castle Law Firm, LLP*

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**EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA**

WEST SUNSET 2050 TRUST, a Nevada Trust,

Plaintiff,

vs.

NEW FREEDOM MORTGAGE
CORPORATION, a Foreign Corporation;
BANK OF AMERICA, N.A., a National
Association; NATIONSTAR MORTGAGE
LLC, a Foreign Limited Liability Company,
COOPER CASTLE LAW FIRM, LLP, a Nevada
Limited Liability Partnership; STEPHANIE
TABLANTE, an individual, DOES I through X;
and ROE CORPOARTIONS I THROUGH x,
INCLUSIVE,

Defendants.

Case No: A-13-691323-C

Dept. No. XXI

NOTICE OF ENTRY OF ORDER

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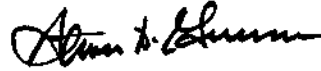
DATED this 4th day of February, 2014.

/s/ Jason Peck, Esq.
 Jason Peck, Esq.
 Nevada Bar No.: 10183
 5275 South Durango Drive,
 Las Vegas, Nevada 89113
 (702) 435-4175 Telephone
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 Attorney for The Cooper Castle Law Firm, L

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Luis Ayon, Esq.
MAIER GUTIERREZ AYON
400 South Seventh Street, Ste 400
Las Vegas, Nevada 89101

- 2 -



CLERK OF THE COURT

1 **ORDR**

2 Jason M. Peck, Esq.
3 Nevada Bar No.: 10183
4 THE COOPER CASTLE LAW FIRM, LLP
5 A Multi-Jurisdictional Law Firm
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EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

WEST SUNSET 2050 TRUST, a Nevada Trust,

Plaintiff,

vs.

NEW FREEDOM MORTGAGE
CORPORATION, a Foreign Corporation;
BANK OF AMERICA, N.A., a National
Association; NATIONSTAR MORTGAGE
LLC, a Foreign Limited Liability Company,
COOPER CASTLE LAW FIRM, LLP, a Nevada
Limited Liability Partnership; STEPHANIE
TABLANTE, an individual, DOES I through X;
and ROE CORPOARTIONS I THROUGH x,
INCLUSIVE,

Defendants.

Case No: A-13-691323-C

Dept. No. XXI

ORDER GRANTING DISMISSAL OF
THE COOPER CASTLE LAW FIRM, LLP

Defendant The Cooper Castle Law Firm, LLP ("CCLF")'s Motion to Dismiss, having
come on for hearing in Department XXI of the Eighth Judicial District Court, Clark County,
Nevada; and Defendant CCLF being represented by Jason M. Peck, Esq., and Defendant Bank
of America, N.A. being represented by J. Christopher Jorgensen, Esq., and Plaintiff being
represented by Margaret E. Schmidt, Esq., and after review and consideration of the points and
authorities on file, and the argument of counsel, and good cause therefore;


CLERK OF THE COURT

1 **AACR**
2 **ARIEL E. STERN, ESQ.**
3 Nevada Bar No. 8276
4 **ALLISON R. SCHMIDT, ESQ.**
5 Nevada Bar No. 10743
6 **AKERMAN LLP**
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10 Facsimile: (702) 380-8572
11 Email: ariel.stern@akerman.com
12 Email: allison.schmidt@akerman.com

13 *Attorneys for Defendant Nationstar*
14 *Mortgage, LLC*

15 **EIGHTH JUDICIAL DISTRICT COURT**
16 **CLARK COUNTY, NEVADA**

17 **WEST SUNSET 2050 TRUST, a Nevada Trust,**
18 **Plaintiff,**

19 **v.**

20 **NEW FREEDOM MORTGAGE**
21 **CORPORATION, a Foreign Corporation;**
22 **BANK OF AMERICA, N.A., a National**
23 **Association; NATIONSTAR MORTGAGE,**
24 **LLC, a Foreign Limited Liability Company;**
25 **COOPER CASTLE LAW FIRM, LLP, a Nevada**
26 **Limited Liability Partnership; STEPHANIE**
27 **TABLANTE, an individual; DOES I through X;**
28 **and ROE CORPORATIONS I through X,**
inclusive,

Defendants.

Case No.: A-13-691323-C
Dept.: XXI

NATIONSTAR MORTGAGE, LLC'S
ANSWER, COUNTERCLAIM AGAINST
WEST SUNSET 2050 TRUST AND CROSS-
CLAIM AGAINST STEPHANIE
TABLANTE

Nationstar Mortgage, LLC, (**Nationstar**), answers plaintiff NEVADA NEW BUILDS LLC's complaint as follows:

1. Nationstar lacks sufficient knowledge or information to admit or deny the allegations set forth in paragraphs 1-4, 10-13, 34, and 36 of the complaint and denies each allegation contained in those paragraphs on that basis.

2. Nationstar denies the allegations set forth in paragraphs 5-7, 14, 16, 19, 21, 23-25, 28-33, and 37-40 of the complaint.

3. With respect to paragraph 8 of the complaint, Nationstar responds that the law cited

{28649609;1}

1 speaks for itself.

2 4. With respect to paragraphs 9, 15, 17, 18, 20, and 22 of the complaint, Nationstar
3 responds that the recorded documents referenced speak for themselves.

4 5. With respect to paragraph 15 of the complaint, Nationstar denies that plaintiff is
5 entitled to the relief described therein.

6 6. Paragraph 27 of the complaint is merely a statement of this Court's jurisdiction, and
7 no response thereto is required.

8 **WHEREFORE**, Nationstar prays for the following:

- 9 1. That plaintiff takes nothing by way of its complaint;
10 2. For attorney's fees and costs of defending this action; and
11 3. For such other and further relief as this Court deems just and proper.

12 **AFFIRMATIVE DEFENSES**

13 1. Plaintiff fails to state claims upon which relief may be granted.
14 2. The foreclosure sale at issue cannot eliminate a senior deed of trust under NRS
15 116.311635 and NRS 21.130.

16 3. The foreclosure sale at issue cannot eliminate a senior deed of trust because it was
17 commercially unreasonable.

18 4. The foreclosure sale at issue is void due to lack of proper notice.

19 5. Nationstar acted in good faith at all times.

20 6. Due to plaintiff's own actions, plaintiff is estopped from asserting the claims in the
21 complaint.

22 7. Plaintiff's claims may be barred by applicable limitations on actions, including the
23 statute of limitations.

24 8. The liability, if any, of Nationstar must be reduced by the percentage of fault of
25 plaintiff and others.

26 9. Plaintiff's claims and causes of action are barred, in whole or in part, due to plaintiff's
27 failure to mitigate, minimize, or otherwise avoid its alleged damages.

10. Plaintiff's claims are barred because any injury it suffered was the result of the actions of an intervening superseding cause over which Nationstar had no control.

11. Plaintiff's claims are barred pursuant to the laches doctrine.

12. Any act or omission on the part of Nationstar was not the proximate cause of the alleged injuries or damages, if any, sustained by plaintiff.

13. The liability of Nationstar, if any, is several and not joint and several, and based upon each defendant's own acts and not the acts of others.

14. Nationstar owed no duty to plaintiff.

15. Nationstar was unaware of any wrongdoing by any other defendant or third party.

16. Nationstar did not ratify the actions of any other defendant.

17. Plaintiff has waived any claims against Nationstar.

18. Plaintiff has released any claims against Nationstar.

19. Plaintiff has failed to do equity.

20. Plaintiff acted with unclean hands.

21. Plaintiff assumed the risks when it purchased the property.

22. Plaintiff has not stated any basis to rescind any instruments or liens encumbering the property.

23. Plaintiff is not a *bona fide* purchaser.

24. Nationstar reserves the right to assert additional affirmative defenses that become apparent during discovery.

COUNTERCLAIM AND CROSS-CLAIM

Nationstar counterclaims against plaintiff West Sunset 2050 Trust (**West Sunset**), and cross-claims against defendant Stephanie Tablante (**Tablante**), as follows:

1. Upon information and belief, West Sunset is a trust and citizen of Nevada.

2. Upon information and belief, Tablante is a resident of the state of Nevada.

3. Nationstar is a Delaware limited liability company with its principal place of business in the State of Texas.

1 4. Nationstar will seek leave of this Court to add the Tuscano Homeowners Association
2 (Tuscano HOA) as a party to this action. Upon information and belief, Tuscano HOA is a domestic
3 non-profit corporation.

4 **FACTUAL BACKGROUND**

5 5. Upon information and belief, Tablante purchased the property located at 7255 W.
6 Sunset Road, unit 2050, Las Vegas Nevada 89113 in or about December 2005.

7 6. Tablante financed the purchase of the property by obtaining a mortgage loan in the
8 amount of \$176,750 from New Freedom Mortgage Corporation.

9 7. A deed of trust securing the mortgage loan obtained by Tablante was recorded on the
10 property as instrument no. 200512070002367 in the Clark County official records.

11 8. Upon information and belief Tablante, or her agent, unilaterally attempted to deed the
12 property back to New Freedom Mortgage Corporation by creating and recording a false deed in lieu
13 of foreclosure.

14 9. The improper deed in lieu of foreclosure was recorded first as instrument no.
15 201103030003444, and was later re-recorded as instrument no. 201106210002567.

16 10. Upon information and belief, neither deed in lieu of foreclosure was ever accepted by
17 New Freedom Mortgage Corporation.

18 11. Neither deed in lieu of foreclosure bear any signature of New Freedom Mortgage
19 Corporation.

20 12. The deeds in lieu of foreclosure do not satisfy the Nevada Statute of Frauds, codified
21 as NRS 111.220.

22 13. On or about July 28, 2011, the deed of trust was assigned to BAC Home Loans
23 Servicing, LP.

24 14. The assignment to BAC Home Loans Servicing, LP was recorded as instrument no.
25 201107290000895.

26 15. On or about February 28, 2013, the deed of trust was assigned to Nationstar.

27 16. The assignment to Nationstar was recorded as instrument no. 201303200000887.
28

1 17. On or about April 4, 2014, Red Rock Financial Services, on behalf of the Tuscano
2 HOA recorded a lien for purported delinquent assessments, which stated that \$2695.10 was due and
3 owing.

4 18. The assessment lien was addressed to New Freedom Mortgage Company, despite the
5 fact that Tablante was still the property owner, and responsible for the assessments on the property.

6 19. On or about May 29, 2012 Red Rock Financial Services, on behalf of the Tuscao
7 HOA recorded a notice of default, which claimed that \$4018.40 was due and owing.

8 20. The notice of default was addressed to New Freedom Mortgage Company, despite the
9 fact that Tablante was still the property owner, and responsible for the assessments on the property.

10 21. On May 29, 2103, United Legal Service, Inc., on behalf of the Tuscano HOA
11 recorded a notice of sale, claiming that \$7806.42 was due and owing.

12 22. The notice of sale was addressed to New Freedom Mortgage Company, despite the
13 fact that Tablante was still the property owner, and responsible for the assessments on the property.

14 23. On or about June 22, 2013, the Tuscano HOA purported to sell the property at
15 foreclosure auction to West Sunset.

16 24. A trustee's deed upon sale was recorded on June 24, 2013 as instrument no.
17 201306240003127.

18 25. The trustee's sale was void as the required notices were not provided in accordance
19 with the requirements of NRS Chapter 116.

20 26. The trustee's deed failed to contain any recitation of the consideration allegedly given
21 by West Sunset.

22 **FIRST CLAIM FOR RELIEF—QUIET TITLE**

23 **(Against West Sunset 2050 Trust and Stephanie Tablante)**

24 26. Nationstar repeats and realleges each and every allegation contained in paragraphs 1
25 through 25 of its counterclaim and cross-claim as if fully incorporated herein.

26 27. Tablante's deeds in lieu of foreclosure were ineffective to transfer title of the property
27 to New Freedom Mortgage Corporation.

1 28. Because the deeds in lieu of foreclosure were ineffective, Nationstar has a valid and
2 enforceable security interest in the property as the assignee of the deed of trust.

3 29. The Tuscano HOA foreclosure sale was void because all notices were not provided as
4 required by NRS Chapter 116.

5 30. Because the HOA foreclosure sale was void, West Sunset possesses no valid interest
6 in the property and is unlawfully asserting a claim to title to the property adverse to that of
7 Nationstar.

8 31. Nationstar has been required to retain Akerman LLP to prosecute this counterclaim
9 and cross-claim, and Nationstar is entitled to recover its fees and costs.

10 **SECOND CLAIM FOR RELIEF—DECLARATORY RELIEF**

11 **(Against West Sunset 2050 Trust and Stephanie Tablante)**

12 32. Nationstar repeats and realleges each and every allegation contained in paragraphs 1
13 through 31 of its counterclaim and cross-claim as if fully incorporated herein.

14 33. A controversy exists as to title to the real property, the validity of Nationstar's
15 security interest, and the validity of the HOA foreclosure sale.

16 34. Pursuant to NRS 30.010, Nationstar is entitled to an order establishing that
17 Nationstar's deed of trust is a valid encumbrance upon the property, and the June 22, 2013 HOA
18 foreclosure sale was void for lack of notice.

19 **THIRD CLAIM FOR RELIEF—SLANDER OF TITLE/VIOLATION OF NRS 239.330**

20 **(Against Stephanie Tablante)**

21 35. Nationstar repeats and realleges each and every allegation contained in paragraphs 1
22 through 34 of its counterclaim and cross-claim as if fully incorporated herein.

23 36. Upon information and belief, the deeds in lieu of foreclosure recorded by Tablante, or
24 her agent, were false and malicious communications.

25 37. By recording the improper deeds in lieu of foreclosure, Tablante disparaged
26 Nationstar's interest in the property.

27 38. Tablante's recording of the improper deeds in lieu of foreclosure have resulted in
28 special damages, including but not limited to clouding the title to the property, and possible loss of

1 Nationstar's security interest and its right to foreclose upon the property as a remedy for Tablante's
2 breach of her mortgage loan agreement. The damages sustained by Nationstar are in excess of
3 \$10,000.

4 39. Tablante's actions were willful, wanton and malicious and entitle Nationstar to
5 exemplary damages.

6 **FOURTH CLAIM FOR RELIEF—BREACH OF CONTRACT**

7 **(Against Stephanie Tablante)**

8 40. Nationstar repeats and realleges each and every allegation contained in paragraphs 1
9 through 39 of its counterclaim and cross-claim as if fully incorporated herein.

10 41. Tablante and Nationstar are parties to the deed of trust, attached hereto as **Exhibit A**.

11 42. The deed of trust prohibits Tablante from transferring any interest in the property
12 without the beneficiary's consent.

13 43. The deed of trust requires Tablante to perform all obligations under the governing
14 documents and covenants, codes, and restrictions of the Tuscano HOA.

15 44. Upon information and belief, Tablante breached the terms of the deed of trust by
16 attempting to convey her interest in the property to New Freedom Mortgage Corporation.

17 45. Upon information and belief, Tablante failed to perform her obligations under the
18 Tuscano governing documents and covenants, codes, and restrictions, by failing to pay her periodic
19 assessments as required.

20 46. As a result of Tablante's breach of the deed of trust, Nationstar has sustained damages
21 in excess of \$10,000.

22 **FOURTH CLAIM FOR RELIEF—BREACH OF THE IMPLIED**

23 **COVENANT OF GOOD FAITH AND FAIR DEALING**

24 **(Against Stephanie Tablante)**

25 47. Nationstar repeats and realleges each and every allegation contained in paragraphs 1
26 through 46 of its counterclaim and cross-claim as if fully incorporated herein.

27 48. The implied covenant of good faith and fair dealing is required in every contract
28 under Nevada Law.

1 49. Tablante and Nationstar are parties to the deed of trust.

2 50. The purpose of the deed of trust was to secure repayment of Tablante's mortgage
3 loan, and provide the beneficiary with a foreclosure remedy in the event of Tablante's default.

4 51. Tablante performed in a way that us unfaithful to the purpose of the deed of trust by
5 unilaterally attempting to reconvey her interest in the property to New Freedom Mortgage Company.

6 52. Nationstar's expectations under the deed of trust have been denied.

7 53. As a result of Tablante's breach of the implied covenant of good faith and fair
8 dealing, Nationstar has sustained damages in excess of \$10,000.

9 **FIFTH CLAIM FOR RELIEF—UNJUST ENRICHMENT**

10 **(Against West Sunset 2050 Trust)**

11 54. Nationstar repeats and realleges each and every allegation contained in paragraphs 1
12 through 53 of its counterclaim and cross-claim as if fully incorporated herein.

13 55. Nationstar has been unable to proceed with foreclosure as a result of West Sunset's
14 possession of the property.

15 56. Upon information and belief, West Sunset leases the property to an unknown third
16 party.

17 57. West Sunset has retained the rental funds, which should equitably belongs to
18 Nationstar.

19 58. As a result of West Sunset's conduct, Nationstar has sustained damages in excess of
20 \$10,000.

21 **WHEREFORE**, Nationstar prays for relief from this Court as follows:

22 1. For an Order of the Court quieting title in Tablante's name (subject to Nationstar's
23 deed of trust), voiding the HOA's foreclosure sale, and upholding the validity and
24 enforceability of Nationstar's deed of trust;

25 2. For declaratory relief determining the parties' respective rights and obligations under
26 NRS 30.010;

27 3. For general damages in excess of \$10,000;

28 4. For special damages in excess of \$10,000;

5. For exemplary damages in excess of \$10,000.
6. For reasonable attorney's fees and costs; and
7. For such further relief as this Court deems appropriate.

DATED this 19th day of May, 2014.

AKERMAN LLP

/s/ Allison R. Schmidt

ARIEL E. STERN, ESQ.

Nevada Bar No. 8276

ALLISON R. SCHMIDT, ESQ.

Nevada Bar No. 10743

1160 Town Center Drive, Ste. 330

Las Vegas, Nevada 89144

Attorneys for Defendant Nationstar Mortgage, LLC

CERTIFICATE OF SERVICE

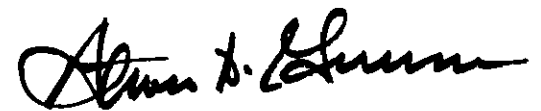
I hereby certify that on this 20th day of May, 2014 and pursuant to NRCP 5, I deposited for mailing in the U.S. Mail a true and correct copy of the foregoing **NATIONSTAR MORTGAGE, LLC'S ANSWER, COUNTERCLAIM AGAINST WEST SUNSET 2050 TRUST AND CROSS-CLAIM AGAINST STEPHANIE TABLANTE**, postage prepaid and addressed to:

Luis A. Ayon, Esq.
Margaret E. Schmidt, Esq.
MAIER GUTIERREZ AYON
2500 W. Sahara Ave., Ste. 106
Las Vegas, NV 89102

Attorneys for Plaintiff

/s/ Lucille Chiusano

An employee of AKERMAN LLP



CLERK OF THE COURT

1 **ANS**
2 LUIS A. AYON, ESQ.
3 Nevada Bar No. 9752
4 MARGARET E. SCHMIDT, ESQ.
5 Nevada Bar No. 12489
6 **MAIER GUTIERREZ AYON**
7 400 South Seventh Street, Suite 400
8 Las Vegas, Nevada 89101
9 Telephone: (702) 629-7900
10 Facsimile: (702) 629-7925
11 E-mail: laa@mgalaw.com
12 mes@mgalaw.com

13 *Attorneys for West Sunset 2050 Trust*

14 **DISTRICT COURT**

15 **CLARK COUNTY, NEVADA**

16 WEST SUNSET 2050 TRUST, a Nevada Trust

17 Plaintiff,

18 vs.

19 NEW FREEDOM MORTGAGE
20 CORPORATION, a Foreign Corporation;
21 BANK OF AMERICA, N.A., a National
22 Association; NATIONSTAR MORTGAGE
23 LLC, a Foreign Limited Liability Company,
24 COOPER CASTLE LAW FIRM, LLP, a
25 Nevada Limited Liability Partnership
26 STEPHANIE TABLANTE, an individual,
27 DOES I through X; and ROE
28 CORPORATIONS I through X, inclusive,

Defendants.

AND ALL RELATED CLAIMS.

Case No.: A-13-691323-C
Dept. No.: XXI

ANSWER TO COUNTERCLAIM

Plaintiff/Counterdefendant West Sunset 2050 Trust ("West Sunset"), by and through its attorneys of record, the law firm MAIER GUTIERREZ AYON, hereby responds to the Counterclaim filed by defendant/counterclaimant Nationstar Mortgage LLC ("Counterclaimant") as follows:

West Sunset denies each and every allegation contained in the Counterclaim, except those allegations which are hereinafter admitted, qualified, or otherwise answered.

///

1. Answering paragraph 1 of the Counterclaim, West Sunset admits the allegations contained in said paragraph.

2. Answering paragraph 2 of the Counterclaim, West Sunset is without sufficient knowledge or information upon which to form a belief as to the truth of the allegations contained in said paragraph, and therefore generally and specifically denies the same.

3. Answering paragraph 3 of the Counterclaim, West Sunset is without sufficient knowledge or information upon which to form a belief as to the truth of the allegations contained in said paragraph, and therefore generally and specifically denies the same.

4. Answering paragraph 4 of the Counterclaim, West Sunset is without sufficient knowledge or information upon which to form a belief as to the truth of the allegations contained in said paragraph, and therefore generally and specifically denies the same.

FACTUAL BACKGROUND

5. Answering paragraph 5 of the Counterclaim, West Sunset is without sufficient knowledge or information upon which to form a belief as to the truth of the allegations contained in said paragraph, and therefore generally and specifically denies the same.

6. Answering paragraph 6 of the Counterclaim, West Sunset is without sufficient knowledge or information upon which to form a belief as to the truth of the allegations contained in said paragraph, and therefore generally and specifically denies the same.

7. Answering paragraph 7 of the Counterclaim, which references documents that speak for themselves, it is unnecessary for West Sunset to admit or deny these allegations. To the extent a response is required, West Sunset is without sufficient knowledge or information upon which to form a belief as to the truth of the allegations contained in the paragraph, and therefore generally and specifically denies the same.

8. Answering paragraph 8 of the Counterclaim, to the extent the allegations are Counterclaimant's legal conclusions, no response is required. To the extent a response is required, West Sunset is without sufficient knowledge or information upon which to form a belief as to the truth of the allegations contained in said paragraph, and therefore generally and specifically denies the same.

1 9. Answering paragraph 9 of the Counterclaim, which references documents that speak
2 for themselves, it is unnecessary for West Sunset to admit or deny these allegations. To the extent
3 the allegations contained in said paragraph are Counterclaimant's legal conclusions, no response is
4 required. To the extent a response is required, West Sunset is without sufficient knowledge or
5 information upon which to form a belief as to the truth of the allegations contained in the
6 paragraph, and therefore generally and specifically denies the same.

7 10. Answering paragraph 10 of the Counterclaim, West Sunset is without sufficient
8 knowledge or information upon which to form a belief as to the truth of the allegations contained in
9 said paragraph, and therefore generally and specifically denies the same.

10 11. Answering paragraph 11 of the Counterclaim, West Sunset is without sufficient
11 knowledge or information upon which to form a belief as to the truth of the allegations contained in
12 said paragraph, and therefore generally and specifically denies the same.

13 12. Answering paragraph 12 of the Counterclaim, to the extent the allegations are
14 Counterclaimant's legal conclusions, no response is required. To the extent a response is required,
15 West Sunset denies the allegations contained in said paragraph.

16 13. Answering paragraph 13 of the Counterclaim, West Sunset is without sufficient
17 knowledge or information upon which to form a belief as to the truth of the allegations contained in
18 the paragraph, and therefore generally and specifically denies the same.

19 14. Answering paragraph 14 of the Counterclaim, which references documents that
20 speak for themselves, it is unnecessary for West Sunset to admit or deny these allegations. To the
21 extent a response is required, West Sunset is without sufficient knowledge or information upon
22 which to form a belief as to the truth of the allegations contained in the paragraph, and therefore
23 generally and specifically denies the same.

24 15. Answering paragraph 15 of the Counterclaim, West Sunset is without sufficient
25 knowledge or information upon which to form a belief as to the truth of the allegations contained in
26 the paragraph, and therefore generally and specifically denies the same.

27 16. Answering paragraph 16 of the Counterclaim, which references documents that
28 speak for themselves, it is unnecessary for West Sunset to admit or deny these allegations. To the

1 extent a response is required, West Sunset is without sufficient knowledge or information upon
2 which to form a belief as to the truth of the allegations contained in the paragraph, and therefore
3 generally and specifically denies the same.

4 17. Answering paragraph 17 of the Counterclaim, which references documents that
5 speak for themselves, it is unnecessary for West Sunset to admit or deny these allegations. To the
6 extent the allegations contained in said paragraph are Counterclaimant's legal conclusions, no
7 response is required. To the extent a response is required, West Sunset denies the allegations
8 contained in said paragraph.

9 18. Answering paragraph 18 of the Counterclaim, to the extent the allegations are
10 Counterclaimant's legal conclusions, no response is required. To the extent a response is required,
11 West Sunset is without sufficient knowledge or information upon which to form a belief as to the
12 truth of the allegations contained in the paragraph, and therefore generally and specifically denies
13 the same.

14 19. Answering paragraph 19 of the Counterclaim, which references documents that
15 speak for themselves, it is unnecessary for West Sunset to admit or deny these allegations. To the
16 extent a response is required, West Sunset admits the allegations contained in said paragraph.

17 20. Answering paragraph 20 of the Counterclaim, to the extent the allegations are
18 Counterclaimant's legal conclusions, no response is required. To the extent a response is required,
19 West Sunset is without sufficient knowledge or information upon which to form a belief as to the
20 truth of the allegations contained in the paragraph, and therefore generally and specifically denies
21 the same.

22 21. Answering paragraph 21 of the Counterclaim, which references documents that
23 speak for themselves, it is unnecessary for West Sunset to admit or deny these allegations. To the
24 extent a response is required, West Sunset admits that a notice of sale was recorded on May 29,
25 2013.

26 22. Answering paragraph 22 of the Counterclaim, to the extent the allegations are
27 Counterclaimant's legal conclusions, no response is required. To the extent a response is required,
28 West Sunset is without sufficient knowledge or information upon which to form a belief as to the

1 truth of the allegations contained in the paragraph, and therefore generally and specifically denies
2 the same.

3 23. Answering paragraph 23 of the Counterclaim, to the extent the allegations are
4 Counterclaimant's legal conclusions, no response is required. To the extent a response is required,
5 West Sunset admits the allegations contained in said paragraph.

6 24. Answering paragraph 24 of the Counterclaim, which references documents that
7 speak for themselves, it is unnecessary for West Sunset to admit or deny these allegations. To the
8 extent a response is required, West Sunset admits the allegations contained in said paragraph.

9 25. Answering paragraph 25 of the Counterclaim, to the extent the allegations are
10 Counterclaimant's legal conclusions, no response is required. To the extent a response is required,
11 West Sunset denies the allegations contained in said paragraph.

12 26. Answering paragraph 26 of the Counterclaim, to the extent the allegations are
13 Counterclaimant's legal conclusions, no response is required. To the extent a response is required,
14 West Sunset denies the allegations contained in said paragraph.

15 **FIRST CLAIM FOR RELIEF – QUIET TITLE**

16 **(Against West Sunset 2050 Trust and Stephanie Tablante)**

17 27. West Sunset repeats and realleges its answers to paragraphs 1 through 26 above, and
18 incorporates the same herein by reference as though fully set forth herein.

19 28. Answering paragraph 27 of the Counterclaim, to the extent the allegations are
20 Counterclaimant's legal conclusions, no response is required. To the extent a response is required,
21 West Sunset denies the allegations contained in said paragraph.

22 29. Answering paragraph 28 of the Counterclaim, to the extent the allegations are
23 Counterclaimant's legal conclusions, no response is required. To the extent a response is required,
24 West Sunset denies the allegations contained in said paragraph.

25 30. Answering paragraph 29 of the Counterclaim, to the extent the allegations are
26 Counterclaimant's legal conclusions, no response is required. To the extent a response is required,
27 West Sunset denies the allegations contained in said paragraph.

28 31. Answering paragraph 30 of the Counterclaim, to the extent the allegations are

Counterclaimant's legal conclusions, no response is required. To the extent a response is required, West Sunset denies the allegations contained in said paragraph.

32. Answering paragraph 31 of the Counterclaim, to the extent the allegations are Counterclaimant's legal conclusions, no response is required. To the extent a response is required, West Sunset denies the allegations contained in said paragraph.

SECOND CLAIM FOR RELIEF – DECLARATORY RELIEF

(Against West Sunset 2050 Trust and Stephanie Tablante)

33. West Sunset repeats and realleges its answers to paragraphs 1 through 31 above, and incorporates the same herein by reference as though fully set forth herein.

34. Answering paragraph 33 of the Counterclaim, to the extent the allegations are Counterclaimant's legal conclusions, no response is required. To the extent a response is required, West Sunset denies the allegations contained in said paragraph.

35. Answering paragraph 34 of the Counterclaim, to the extent the allegations are Counterclaimant's legal conclusions, no response is required. To the extent a response is required, West Sunset denies the allegations contained in said paragraph.

THIRD CLAIM FOR RELIEF – SLANDER OF TITLE/VIOLATION OF NRS 239.330

(Against Stephanie Tablante)

36. West Sunset repeats and realleges its answers to paragraphs 1 through 34 above, and incorporates the same herein by reference as though fully set forth herein.

37. Answering paragraphs 36, 37, 38, and 39 of the Counterclaim, West Sunset states the allegations are not directed to West Sunset, and therefore no response is required. Notwithstanding, to the extent to allegations are found to apply to West Sunset, West Sunset is without sufficient knowledge or information upon which to form a belief as to the truth of the allegations contained in said paragraphs, and therefore generally and specifically denies the same.

FOURTH CLAIM FOR RELIEF – BREACH OF CONTRACT

(Against Stephanie Tablante)

38. West Sunset repeats and realleges its answers to paragraphs 1 through 39 above, and incorporates the same herein by reference as through fully set forth herein.

39. Answering paragraphs 41, 42, 43, 44, 45, and 46 of the Counterclaim, West Sunset states the allegations are not directed to West Sunset, and therefore no response is required. Notwithstanding, to the extent to allegations are found to apply to West Sunset, West Sunset is without sufficient knowledge or information upon which to form a belief as to the truth of the allegations contained in said paragraphs, and therefore generally and specifically denies the same.

FOURTH [sic] CLAIM FOR RELIEF – BREACH OF THE IMPLIED COVENANT OF

GOOD FAITH AND FAIR DEALING

(Against Stephanie Tablante)

40. West Sunset repeats and realleges its answers to paragraphs 1 through 46 above, and incorporates the same herein by reference as through fully set forth herein.

41. Answering paragraphs 48, 49, 50, 51, 52, and 53 of the Counterclaim, West Sunset states the allegations are not directed to West Sunset, and therefore no response is required. Notwithstanding, to the extent to allegations are found to apply to West Sunset, West Sunset is without sufficient knowledge or information upon which to form a belief as to the truth of the allegations contained in said paragraphs, and therefore generally and specifically denies the same.

FIFTH [sic] CLAIM FOR RELIEF – UNJUST ENRICHMENT

(Against West Sunset 2050 Trust)

42. West Sunset repeats and realleges its answers to paragraphs 1 through 53 above, and incorporates the same herein by reference as through fully set forth herein.

43. Answering paragraph 55 of the Counterclaim, to the extent the allegations are Counterclaimant's legal conclusions, no response is required. To the extent a response is required, West Sunset denies the allegations contained in said paragraph.

44. Answering paragraph 56 of the Counterclaim, West Sunset is without sufficient knowledge or information upon which to form a belief as to the truth of the allegations contained in the paragraph, and therefore generally and specifically denies the same.

45. Answering paragraph 57 of the Counterclaim, West Sunset denies the allegations in said paragraph.

46. Answering paragraph 58 of the Counterclaim, to the extent the allegations are

Counterclaimant's legal conclusions, no response is required. To the extent a response is required, West Sunset denies the allegations contained in said paragraph.

AFFIRMATIVE DEFENSES

West Sunset, without altering the burdens of proof the parties must bear, assert the following affirmative defenses to the complaint, and the claims asserted therein, and West Sunset specifically incorporates into these affirmative defenses its answers to the preceding paragraphs of the counterclaim as if fully set forth herein.

FIRST AFFIRMATIVE DEFENSE

The Counterclaim, and all the claims for relief alleged therein, fails to state a claim against West Sunset upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

Counterclaimant has not been damaged directly, indirectly, proximately or in any manner whatsoever by any conduct of West Sunset.

THIRD AFFIRMATIVE DEFENSE

West Sunset alleges that the occurrence referred to in the counterclaim, and all alleged damages, if any, resulting therefrom, were caused by the acts or omissions of a third party over whom West Sunset had no control.

FOURTH AFFIRMATIVE DEFENSE

Counterclaimant has failed to mitigate its damages, if any, as required by law and is barred from recovering by reason thereof.

FIFTH AFFIRMATIVE DEFENSE

Any harm or claim of damage of Counterclaimant or cause of action of Counterclaimant, as alleged or stated in the complaint, is barred by the doctrines of laches, estoppel and/or waiver, as to all or part of the claims of Counterclaimant.

SIXTH AFFIRMATIVE DEFENSE

Pursuant to NRS 116.3115, *et seq.*, an HOA foreclosure sale extinguishes a first deed of trust.

///

SEVENTH AFFIRMATIVE DEFENSE

Counterclaimant must provide evidence that a valid lien exists and the amount of that lien.

EIGHTH AFFIRMATIVE DEFENSE

Counterclaimant failed to allege sufficient facts and cannot carry the burden of proof imposed on it by law to recover attorney's fees incurred to bring this action.

NINTH AFFIRMATIVE DEFENSE

Counterclaimant's claims are barred, in whole or in part, by the doctrines of rescission or frustration of purpose.

TENTH AFFIRMATIVE DEFENSE

To the extent the Court determines that there is a lien, West Sunset is entitled to a set-off in the amount of any mortgage insurance or TARP payments that were paid to Counterclaimant.

ELEVENTH AFFIRMATIVE DEFENSE

The obligation that is allegedly secured by the alleged deed of trust is unenforceable as a matter of law, and therefore, the lien against the property is extinguished.

TWELFTH AFFIRMATIVE DEFENSE

Counterclaimant cannot prove that it has both the lien and the mortgage in order to properly foreclosure on the property at issue in this matter.

THIRTEENTH AFFIRMATIVE DEFENSE

Counterclaimant was the owner of the property at the time of the HOA foreclosure sale.

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WHEREFORE, Counterdefendant West Sunset prays for judgment as follows:

1. Counterclaimant take nothing by way of its Counterclaim;
2. The Counterclaim be dismissed against West Sunset with prejudice;
3. For reasonable attorney fees and costs;
4. For such other and further relief as the Court may deem just and proper.

DATED this 18th day of June, 2014.

Respectfully submitted,

MAIER GUTIERREZ AYON

LUIS AYON, ESQ.
Nevada Bar No. 9752
MARGARET E. SCHMIDT, ESQ.
Nevada Bar No. 12489
400 South Seventh Street, Suite 400
Las Vegas, Nevada 89101
Attorneys for West Sunset 2050 Trust

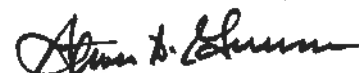
1 **CERTIFICATE OF SERVICE**

2 I hereby certify that on this 18th day of June, 2014, I served a copy of the foregoing
3 **ANSWER TO COUNTERCLAIM** by mailing in a sealed, first-class postage-prepaid envelope,
4 deposited with the United States Postal Service, and addressed as follows:

5 J. Christopher Jorgensen
6 Dale Kotchka-Alanes
7 LEWIS ROCA ROTHGERBER LLP
8 3993 Howard Hughes Parkway
Suite 600
9 Las Vegas, Nevada 89169
Attorneys for Defendant Bank of America, N.A.

10 Ariel E. Stern, Esq.
Allison R. Schmidt, Esq.
11 AKERMAN LLP
1160 Town Center Drive, Suite 330
12 Las Vegas, Nevada 89144
Attorneys for Defendant Nationstar Mortgage LLC

13
14
15 
16 An Employee of MAIER GUTIERREZ AYON
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CLERK OF THE COURT

Affidavit of Publication

STATE OF NEVADA }
COUNTY OF CLARK } SS

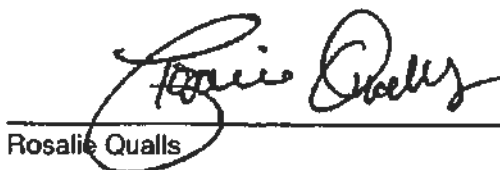
I, Rosalie Qualls state:

That I am Assistant Operations Manager of the Nevada Legal News, a daily newspaper of general circulation, printed and published in Las Vegas, Clark County, Nevada; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

Sep 10, 2014
Sep 17, 2014
Sep 24, 2014
Oct 01, 2014
Oct 08, 2014

That said newspaper was regularly issued and circulated on those dates. I declare under penalty of perjury that the foregoing is true and correct.

DATED: Oct 08, 2014


Rosalie Qualls

DISTRICT COURT
CLARK COUNTY, NEVADA
Case No.: A 691323 Dept. No.: XXI

WEST SUNSET 2050 TRUST, a Nevada Trust Plaintiff,
vs. NEW FREEDOM MORTGAGE CORPORATION, a Foreign Corporation; BANK OF AMERICA, N.A., a National Association; NATIONSTAR MORTGAGE LLC, a Foreign Limited Liability Company, COOPER CASTER LAW FIRM, LLP, a Nevada Limited Liability Partnership STEPHANIE TABLANTE, an individual, DOES I through X; and ROE CORPORATIONS I through X, inclusive, Defendants.

SUMMONS - CIVIL

NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS. READ THE INFORMATION BELOW. STEPHANIE TABLANTE A civil Complaint has been filed by the Plaintiff against you for the relief set forth in the Complaint. Object of Action: This is a Complaint for Title to Property - Quiet Title. 1. If you intend to defend this lawsuit, within 20 days after this Summons is served on you, exclusive of the day of service, you must do the following: (a) File with the Clerk of the Court, whose address is shown below, a formal written response to the Complaint in accordance with the rules of the Court, with the appropriate filing fee. (b) Serve a copy of your response upon the attorney whose name and address is shown below. 2. Unless you respond, your default will be entered upon application of the Plaintiffs and failure to so respond will result in a judgment of default against you for the relief demanded in the Complaint, which could result in the taking of money or property or other relief requested in the Complaint. 3. If you intend to seek the advice of an attorney in this matter, you should do so promptly so that your response may be filed on time. 4. The State of Nevada, its political subdivisions, agencies, officers, employees, board members, commission members and legislators each have 45 days after service of this Summons within which to file and Answer or other responsive pleading to the Complaint. CLERK OF THE COURT, s/ Joshua Raak, Deputy Clerk, Date 11-7-13, Regional Justice Court, 200 Lewis Avenue, Las Vegas, Nevada 89155, MAIER GUTIERREZ AYON, s/ LUIS A. AYON, ESQ., Nevada Bar No. 9752, MARGARET E. SCHMIDT, ESQ., Nevada Bar No. 12489, 2500 West Sahara Avenue, Suite 106, Las Vegas, Nevada 89102, Telephone: (702) 629-7900, Facsimile: (702) 629-7925, E-mail: laa@mgalaw.com, mes@mgalaw.com, Attorneys for West Sunset 2050 Trust
Published in Nevada Legal News
September 10, 17, 24, October 1, 8, 2014

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MAIER GUTIERREZ AYON
400 SOUTH SEVENTH STREET
SUITE 400
LAS VEGAS, NV 89101

1 EIGHTH JUDICIAL DISTRICT COURT
2 CLARK COUNTY, NEVADA
3
4 WEST SUNSET 2050 TRUST, a)
Nevada Trust,)
5)
Plaintiff,)
6)
v.) CASE NO. A-13-691323-C
7) DEPT. NO. XXI
NEW FREEDOM MORTGAGE)
8 CORPORATION, a Foreign)
Corporation; BANK OF AMERICA,)
9 N.A., a National Association;)
NATIONSTAR MORTGAGE, LLC, a)
10 Foreign Limited Liability) DEPOSITION OF
Company; COOPER CASTLE LAW)
11 FIRM, LLP, a Nevada Limited) 30(B)(6) DESIGNEE
Liability Partnership;)
12 STEPHANIE TABLANTE, an) UNITED LEGAL SERVICES, LLC
individual; DOES I through X;)
13 and ROE CORPORATIONS I) ROBERT ATKINSON, ESQ.
through X, inclusive,)
14) LAS VEGAS, NEVADA
Defendants.)
15) MONDAY, MAY 11, 2015
NATIONSTAR MORTGAGE, LLC,)
16)
Counterclaimant,)
17)
v.)
18)
WEST SUNSET 2050 TRUST, a)
19 Nevada Trust,)
Counter-Defendant.)
20)
21
22 Reported By Kele R. Smith, NV CCR No. 672, CA CSR No.
13405
23 JOB NO.: 245765A
24
25

1 DEPOSITION OF ROBERT ATKINSON, ESQ.,
2 taken at 1160 Town Center, Suite 330, Las Vegas, Nevada,
3 on Monday, May 11, 2015, at 10:14 a.m., before Kele R.
4 Smith, Certified Court Reporter, in and for the State of
5 Nevada.

6

7 APPEARANCES:

8 For the Witness:

9 IN PROPER PERSON
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22

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1 I N D E X

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3 WITNESS: ROBERT ATKINSON, ESQ.

4

5 EXAMINATION

PAGE

6 By Ms. Schmidt

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12 EXHIBITS

13 MARKED

PAGE

14 Exhibit A Documents Brought By Witness -
15 Emails, Statutes, Fee
Schedules

8

16 Exhibit B United Legal Services
Documents

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17 Exhibit C Documents From Prior
Collection Agency

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18 Exhibit D Documents From Land Records

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19 Exhibit E Contracts With HOA and First
100

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20 Exhibit F Auction Results

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21 Exhibit G Emails

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22

23

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1 LAS VEGAS, NEVADA; MONDAY, MAY 11, 2015

2 10:14 A.M.

3 -oOo-

4 (The Reporter was relieved of her duties
5 under NRCP 30(b)(4).)

6 Whereupon,

7 ROBERT ATKINSON, ESQ.,
8 having first been called as a witness, was duly sworn
9 and testified as follows:

10

11 BY MS. SCHMIDT:

12 **Q. Can you state your name and spell your last name**
13 **for the record?**

14 A. Robert Atkinson, A-T-K-I-N-S-O-N.

15 **Q. And my name is Allison Schmidt. I'm the attorney**
16 **for Bank of America and NationStar Mortgage in the**
17 **action designated as Case No. A-13-691323. Have you**
18 **been a witness or have you been deposed before today?**

19 A. I am here in my capacity as PMK for United Legal
20 Services, Inc. I'm also here in an attorney capacity
21 representing myself. On that basis, I reserve the right
22 to object to any questions that may arise.

23 With respect to your specific question: Have I
24 been subject to a deposition, with respect to United
25 Legal Services, Inc., no. This is my first one. But I

1 have another one scheduled this afternoon, so I think
2 the wave is starting to hit.

3 Q. Since you are an attorney, I'll probably waive
4 your standard admonitions. I assume you understand the
5 deposition process?

6 A. I do. And the ground rules.

7 Q. Okay. Great.

8 And you understand that since you've designated
9 yourself as someone with knowledge in this case, you may
10 be required to give testimony at trial if this case gets
11 tried?

12 A. I do.

13 Q. Okay. And today my purpose is to find out,
14 essentially, what you would say at trial if this case
15 gets tried. Do you understand that?

16 A. I do.

17 Q. All right. And you understand that the oath you
18 just took is the same oath you would take in a court of
19 law?

20 A. I do.

21 Q. Okay. Let's see. Is there any reason that
22 you're not able to give your best and truthful testimony
23 today?

24 A. No.

25 Q. Do you take any medication that might affect your

1 **testimony?**

2 A. No.

3 **Q. Do you feel well today?**

4 A. I do.

5 **Q. Okay. All right.**

6 A. And to qualify that, pursuant to my oath, I am
7 testifying to the best of my knowledge and recollection
8 as to events which took place almost two years ago.

9 **Q. When I ask my questions, since you are acting as**
10 **your attorney as well, I'll give you some time to object**
11 **in case you want to make your objection, as I understand**
12 **that that might be the case.**

13 **How did you prepare for this deposition today?**

14 A. I printed out the documents that I had previously
15 provided to you on disk, and I printed out ancillary
16 documents related to HOA lien sales that you perhaps
17 might have had a question on, and that's it.

18 **Q. So all the documents that you've reviewed in**
19 **preparation for today's deposition have been provided?**

20 A. All the documents that were responsive to your
21 specific request that were anticipated as part of the
22 deposition have been provided.

23 **Q. Okay. When you say "ancillary documents," what**
24 **are you referring to?**

25 A. Well, I'm glad you asked. In case the subject

1 goes there, one of them is a breakdown of the NAC
2 statutory costs. Again, these are small percentage
3 items, but in case you had a question on them.

4 Another is a printout from the Clark County
5 treasurer's office that explains why for all of these
6 HOA sales the value shown on the DOV form on the
7 foreclosure deed is not equal to the auction value, and
8 those are specific instructions from the Clark County
9 treasurer.

10 And I printed off the relevant statutes from NRS
11 116 relating to foreclosure in case we needed them as
12 reference during the conversation.

13 And lastly is a printout example of request for
14 notice that the mortgage companies are doing in the land
15 records now, which I do not recall a single one being
16 land records back in the day, but now all of the
17 mortgage companies are filing requests for land
18 documents.

19 **Q. Would we be able to make copies of those**
20 **documents really quick so she would have a copy and I**
21 **would have a copy as well?**

22 A. Absolutely. For the ones that are not the
23 statutes, this is your copy. Actually, if you want more
24 than one copy, there's that. I'm not -- if we get into
25 116, we will. If you want we can.

1 **Q. I don't think we need the 116.**

2 A. Here is a copy of the Clark County treasurer
3 document.

4 MS. BUTLER: I'll just look through it real
5 quick and I should be fine.

6 THE WITNESS: I'm not bringing these because
7 I want to lead off with these. I brought these in case
8 you asked me.

9 MS. SCHMIDT: Got it. Would you mind if I
10 mark these as an exhibit to this deposition so when we
11 get the transcript, we will have them all together?

12 THE WITNESS: That is fine. I brought these
13 in case we needed them.

14 MS. SCHMIDT: Can we mark all of these as
15 Exhibit A.

16 (Exhibit A was marked.)

17 MS. SCHMIDT: Did you have any questions for
18 me before we start?

19 THE WITNESS: I do not.

20 MS. SCHMIDT: Okay.

21 BY MS. SCHMIDT:

22 **Q. What do you do for a living?**

23 A. I'm an attorney.

24 **Q. And who is your employer?**

25 A. Atkinson Law Associates.

1 **Q. Okay. And how is Atkinson Law Associates**
2 **affiliated with United Legal Services?**

3 A. Common ownership. I own 100 percent of both
4 firms. The firms themselves have no relationship
5 whatsoever to each other. United Legal Services is no
6 longer in business and has not been in business for a
7 long time now.

8 **Q. Do you know approximately when United Legal**
9 **Services ceased operations?**

10 A. With respect to the HOA foreclosure sales, it was
11 October of 2013. We almost began another project in
12 approximately May or June of 2014 for a commercial HOA,
13 but that project aborted, and I did not consider that to
14 be a job. So effectively it's October 2013.

15 **Q. So as of today, are you involved in any HOA**
16 **foreclosures, or has that ceased?**

17 A. That's ceased. Other than that one aborted
18 commercial HOA foreclosure, which is a project we never
19 actually ended up doing, it has completely ceased all
20 business since October 2013.

21 **Q. Got it.**

22 **Are you familiar with the property located at**
23 **7255 West Sunset Road, Unit 2050, Las Vegas, Nevada**
24 **89113?**

25 A. I'm familiar to the extent that I was the

1 auctioneer for that property at an auction that was
2 scheduled and arranged for by United Legal Services.

3 **Q. And when you say you were the auctioneer, was**
4 **United Legal Services just the auctioneer or were they**
5 **also the trustee? I'm trying to figure out what that**
6 **relationship was at the time of the sale?**

7 A. Your question is legally incorrect. There is a
8 mass of confusion in the industry between NRS 107 and
9 NRS 116. NRS 116 does not use the word "trustee." It
10 used the words "agent authorized for sale." However,
11 other players in the industry, including Alessi &
12 Koenig, would oftentimes use the language of 107 for
13 their NRS 116 sales. So you see things like "trustee
14 foreclosure deeds for HOA sales. We believe that to be
15 utterly legally incorrect, but people nevertheless would
16 recognize such deeds as being a valid 116 foreclosure.

17 We always in all capacities were an NRS 116 agent
18 authorized for sale. And by the way, when I use the
19 collective word "we," I mean specifically the law firm
20 United Legal Services.

21 **Q. Okay. And so did United Legal Services have the**
22 **relationship you just described with the Tuscano HOA?**

23 A. Yes. As provided in Section 4 of the documents
24 that were provided, there is a contract with the HOA.
25 Have you had a chance to review the document entitled

1 Purchase and Sale Agreement?

2 **Q. I have, actually. Maybe not with respect to this**
3 **case, but I am familiar with the contents --**

4 A. It's a generally standard template that was used
5 for tri-party agreements between an HOA, the company
6 First 100, LLC, and United Legal Services as agent
7 authorized for sale. In this document the HOA
8 specifically has the collections file transferred from
9 Red Rock Financial Services to United Legal Services.
10 These files were always transferred after Red Rock had
11 done the Notice of Lien and had filed a Notice of
12 Default. The purpose of this Purchase and Sale
13 Agreement, amongst other purposes, had United Legal
14 Services act in that final third stage of the sale to
15 notice up a foreclosure sale and to conduct the auction.

16 **Q. Okay. And who would retain United Legal**
17 **Services? Was it the HOA or First 100?**

18 A. I'm attempting to find the specific clause in the
19 contract to point you to. Section 7.08 of the contract
20 is entitled, "Limited Scope of Attorney-Client
21 Representation. By this contract, an attorney/client
22 relationship is established between Agent and Seller,
23 however, Agent is not the general counsel for Seller and
24 is the attorney-at-law of Seller only for the limited
25 scope of services described herein and contemplated to

1 be performed by Agent under this agreement."

2 So specifically United Legal Services, Inc. is --
3 step back. I forgot to put the end quote. The quote
4 ended with the words "under this agreement."

5 United Legal Services is a Nevada law firm, and
6 so through this contract, the HOAs retained United Legal
7 Services to perform the scope of services.

8 **Q. The contract you're referencing, is that the only**
9 **contract that governs the tri-partite relationship you**
10 **were describing between Tuscano -- or I should say**
11 **amongst Tuscano, First 100, and United Legal Services?**

12 A. There is the Purchase and Sale Agreement itself.
13 The Purchase and Sale Agreement, as with them all,
14 included what we would call a first batch. It would be
15 one or more properties that would be subject to the
16 Purchase and Sale Agreement. Subsequent batches that
17 would come in -- and I believe on Tuscano there were
18 four additional batches, and these batches would come in
19 through a self-executing Exhibit 3 to the Purchase and
20 Sale Agreement, the examples of which we provided to
21 you.

22 For example, I believe the -- here's the example
23 of the subject property coming in simply as a contract
24 extension. And that contract extension was not a full
25 new -- brand new Purchase and Sale Agreement but merely

1 a signed Exhibit 3, and that sped up the business
2 considerably.

3 The Purchase and Sale Agreement was the only
4 contractual legal agreement between United Legal
5 Services and the HOA. There was a separate purchase
6 arrangement agreement between United Legal Services and
7 First 100, LLC whereby First 100, LLC would pay for the
8 costs of United Legal Services to perform the services.
9 In other words, it was a zero-cost contract for the HOA.

10 **Q. Okay.**

11 A. And that document was provided for you as well in
12 the Section 4.

13 **Q. So to make sure I understand, United Legal**
14 **Services would be paid for their services by First 100?**

15 A. That is correct, and what would happen is we
16 would get notified that another batch had come in or for
17 the first batch a PSA had been signed. We would send
18 out an invoice to First 100, and they initially started
19 off at \$750, pursuant to the purchase arrangement
20 agreement, and I provided the invoice showing the
21 subject property for this deposition as one of those
22 invoices. This is invoice ULS-016.

23 That covered the NAC costs, so this was a
24 contractual -- a statutorily defined up-front number,
25 and I wasn't going to do -- and by "I," I mean in my

1 capacity as president of United Legal Services. I was
2 not going to have United Legal Services do any work
3 until First 100 paid for the costs. A lot of these were
4 costs.

5 **Q. When you say "the NAC costs," are you referring**
6 **to the schedule of costs that you provided today as**
7 **well?**

8 A. That is correct. If you refer to the schedule of
9 costs -- may I? In Exhibit A you will see a document
10 entitled Collections Fees and Costs Scheduled. So these
11 were broken out. The top section is relating to NOS.
12 Relating to the Notice of Sale. The bottom section is
13 relating to sale. So the costs relating to the Notice
14 of Sale are these seven items. The sum of those seven
15 items in this schedule is \$800. For most of the
16 duration of it prior to approximately June 22nd, 2013,
17 it was \$750.

18 The reason that this changed is because the very
19 last item, which is the USPS mailing cost, including
20 certified mail, went up from \$5 to \$55, and the reason
21 is because there was a statute change that went into
22 effect approximately June 22nd, 2013, whereas after that
23 date there are -- you had to send out certified mail to
24 all of the relevant parties as opposed to regular first
25 class mail to regular parties. So we bumped up the cost

1 to \$800. So the sum from here to here was \$800. At the
2 time this was implemented it was 750.

3 **Q. And that's why the invoice that you just**
4 **indicated, it appears that the costs per property were**
5 **\$750?**

6 A. That is correct. And in addition, that \$750 is
7 referred to in the Payment Arrangement Agreement between
8 United Legal Services and First 100 as executed on
9 December 5th, 2012 in placement for Clark County
10 properties -- because it differed by county -- was \$750.

11 **Q. Thank you. How did the relationship between**
12 **United Legal Services and First 100 come about?**

13 A. First 100 had contacted me to --

14 MS. BUTLER: You're not going to get into
15 any client confidentiality?

16 THE WITNESS: No. I'm going through that in
17 my head.

18 A. First 100 had contacted me to perform and act as
19 the agent authorized for sale for HOA industry
20 relationships that they were developing as part of their
21 business model. The very first auction that I
22 personally held was in my former law firm, and realizing
23 that my insurance for that law firm would not cover this
24 sort of activity, I felt it prudent to start a brand new
25 law firm whose sole purpose was HOA foreclosure

1 auctions, and so I formed United Legal Services for that
2 purpose.

3 **Q. And what was your former law firm that you were**
4 **referencing?**

5 A. It's a law firm called Kupperlin Law Group, LLC.

6 **Q. And can you spell that just?**

7 A. K-U-P-P-E-R-L-I-N. My son's name is Cooper.

8 **Q. Who at First 100 contacted you?**

9 A. My primary point of contact throughout the whole
10 process was Michelle Sergent. The development of the
11 Purchase and Sale Agreement was mostly conducted with
12 Jay Bloom. But after these got going, United Legal
13 Services had very little interaction with Jay Bloom. It
14 was more of a volume relationship, and Michelle Sergent
15 over there was a point of contact, so when a PSA needed
16 to get executed, she'd send it to me. I'd Email her
17 back. And I believe we provided some Emails for you as
18 well. You'll see there that almost all the Emails are
19 to and from Michelle Sergent.

20 **Q. So once United Legal Services is retained to be**
21 **the agent, as you put it, for the HOA, what duties does**
22 **United Legal Services undertake?**

23 A. The typical business process would be to obtain
24 the collections file from Red Rock, produce a Notice of
25 Foreclosure Sale, record that document, notice it out

1 pursuant to statute, take calls and any payments
2 proffered, and for those properties for which the lien
3 was not satisfied as of the date of sale, to conduct the
4 foreclosure sale.

5 We also provided a notice -- sorry the actual
6 foreclosure deed to an auction winner for any auction in
7 which First 100 was the winner. United Legal Services,
8 who had electronic filing capacity with the Clark County
9 recorder, we would record those documents as a courtesy,
10 as an accommodation we call it. For other parties we
11 would simply provide the foreclosure deed, typically
12 with a suggested DOV, but I have no idea what the DOV --
13 what actually got filed for the subject property.

14 **Q. And how did United Legal Services calculate the**
15 **amount that was owed that's listed in the Notice of**
16 **Sale?**

17 A. We started with the total amount owed as provided
18 by Red Rock Financial Services, and the total amount
19 owed included overdue assessments, plus late fees, plus
20 collections costs, and excluded any compliance files.
21 And then we added the cost shown in exhibit -- of
22 collections costs.

23 **Q. Uh-huh?**

24 A. But the entire first section, which I believe
25 added up to \$1,200. Because if someone -- let me --

1 pull that document back out so I can explain how it
2 works. We do this very carefully. If -- do you see the
3 \$1200 number on this exhibit?

4 **Q. I do.**

5 A. So if the property went for auction, then that
6 was how much total would have been owed. However, if
7 somebody attempted to pay it off before auction -- and
8 quite a few of these properties did get paid off before
9 the auction -- we would subtract out charges relating to
10 the auction, as you can see in the second table of this
11 exhibit. But we would add in the statutorily permitted
12 additional costs such as recordation and release of
13 notice. The net on that is minus 146. So if somebody
14 called in and said, "How much do I owe to pay this off,
15 we would take a look at the number that was calculated
16 in the Notice of Foreclosure Sale and subtract \$146.

17 **Q. Okay. And for clarity of the record, we were**
18 **referring to the document contained in Exhibit A that's**
19 **entitled Collection Fees and Costs Schedule.**

20 **When you indicated that quite a few properties**
21 **got paid off prior to auction, how would that come**
22 **about?**

23 A. We -- we got calls from property owners, many of
24 whom were quite irate. We occasionally got contacted by
25 servicers. Very rarely. And occasionally we would be

1 contacted by confused tenants. At all times we
2 expressed the need to pay this off prior to auction;
3 that foreclosure was eminent, and for homeowners that
4 expressed a desire to pay, it was either done as a
5 payment in full or if they're able to strike a deal to
6 be on a shortened payment plan, those would be
7 accommodated as well. If it was one of the rare
8 contacts from a mortgage servicer, we accepted any money
9 that was provided to us. This happened on -- to my
10 recollection, six occasions out of the between 1 and 200
11 properties that were placed with us.

12 On all six occasions they tendered just the nine
13 months assessments with no collections costs. In all
14 six we recorded notice of partial payment in the land
15 records prior to the auction. That did not occur in
16 this case. For the subject property for this lawsuit,
17 we were not contacted by either the homeowner or a
18 servicer.

19 **Q. Okay. When United Legal Services gets the file**
20 **from Red Rock Financial Services, does it take any**
21 **independent steps to verify the file is correct, the**
22 **work that had been done by Red Rock was correct?**

23 A. No. That was the responsibility of the HOA
24 pursuant to the Purchase and Sale Agreement.

25 **Q. So United Legal Services would have no**

1 independent knowledge of whether or not Red Rock
2 essentially did what it was required to do?

3 A. We had absolutely no knowledge of that. Correct.

4 Q. Okay. In this case you indicated that one of the
5 duties of United Legal Services was to notice out a
6 Notice of Sale, provide notice in accordance with the
7 law. What is your understanding of who is required to
8 receive notice at the Notice of Sale?

9 A. Let us refer to the statute. Under NRS
10 116.311635 it says, "The association or other person
11 conducting the sale shall also, after the expiration of
12 the 90 days and before selling the unit:

13 "(a) Give notice of the time and place of the
14 sale in the manner and for a time not less than that
15 required by law for the sale of real property upon
16 execution, except that in lieu of following the
17 procedure for service on a judgment debtor pursuant to
18 NRS 21.130, service must be made on the unit's owner as
19 follows:"

20 Subsections 1 and 2 of that talk about mailing it
21 to the unit and then posting it on the unit. Subsection
22 B, which I think is relevant for your client, says,
23 "Mail, on or before the date of first publication of
24 posting, a copy of the notice by certified or registered
25 mail, return receipt requested to:"

1 May I point out that the statute that says "copy
2 of the notice by certified or registered mail" didn't
3 always say that. Pursuant to Senate Bill 280, it used
4 to say first class. Under -- for the subject property,
5 the pre-amendment statute was in effect, and so the
6 mailing requirement was only by first class mail to the
7 parties, which I'm about to express.

8 Continuing with the quotation from the statute,
9 subsection 1, "Each person entitled to receive a copy of
10 the Notice of Default and Election to Sale under notice
11 NRS 3.1163."

12 Subsection 2, "The holder of a recorded security
13 interest or the purchaser of the unit, if either of them
14 has notified the association, before the mailing of the
15 Notice of Sale, of the existence of the security
16 interest, lease or contract of sale, as applicable."
17 And 3, "The Ombudsman."

18 We had no knowledge as to which holders of
19 recorded security interests had notified the
20 association. It is our legal position that any recorded
21 security interest, in order to win any case on notice,
22 would have to provide proof positive that they notified
23 the association prior to the sale. However, because we
24 had no knowledge of this, we went ahead and mailed it to
25 the security interests and assignments as recorded in

1 the land records out of an abundance of caution.

2 Does that make sense?

3 **Q. Yes. Thank you. So to ascertain what security**
4 **interests existed on the property, did United Legal**
5 **Services obtain a title report, or did they do some**
6 **title research?**

7 A. United Legal Services performed title research.
8 I'm also a real estate attorney, and I'm quite familiar
9 with title and recordation and security instruments, so
10 what we would do is we would pull a fresh printout from
11 the Clark County recorder's office, and we would also do
12 side research on the borrower's names in order to ensure
13 that there were no security interests on the relevant
14 parcel that didn't come up when you typed in the parcel
15 number. We would also, by the way, do bankruptcy
16 searches, including the day before each sale.

17 And in the Section 2 of the documents I sent you
18 is a printout of the Clark County recorded documents, a
19 printout of the Clark County assessor, which indicates
20 what the mailing address of the deed was at the time, a
21 printout of the deed itself, and then behind it is the
22 recorded security interests and any assignments thereof.
23 I haven't look at this in awhile, so I don't know if
24 there were any assignments, but we can certainly flip
25 through it and see if there were.

1 **Q. Do your records show precisely what parties were**
2 **provided with the Notice of Sale in this case?**

3 A. They do. In Section 3, which is the documents
4 that were produced by United Legal Services, stepping
5 through it, you can see -- the first document. Do you
6 have that with you?

7 **Q. I don't have them from your documents, but I did**
8 **print us out a copy of the recorded documents.**

9 A. Okay. Let's step through this. This is the
10 unrecorded original Notice of Foreclosure Sale, the
11 recorded Notice of Foreclosure Sale, the Notice to
12 Tenants of Property, which was a statutorily required
13 item. Here is the certified mailing receipt to owner or
14 occupant. Here's the certified mail to New Freedom
15 Mortgage Corporation. Here is returned USPS from Cooper
16 Castle, returned mail from owner or occupant, returned
17 mail from New Freedom Mortgage Corporation, returned
18 certified mail from owner/occupant, and then returned
19 certified mail from New Freedom Mortgage Corporation,
20 and then you'll see a Form 3877 from the post office.
21 U.S. Post Office Form 3877 is a bulk certificate of
22 mailing document. Are you familiar with these?

23 **Q. No.**

24 A. Okay. There are multiple types of mail:
25 Regular, first class mail, certified mail, registered

1 mail, and so forth. A certificate of mail indicates
2 that you have transmitted to the post office a first
3 class mail item. It's proof that it got mailed.
4 There's no proof of receipt. There's no proof of
5 delivery or anything. It's a certificate of mailing.

6 Now there are individual U.S. postal certificates
7 of mail for individual pieces, but as we were billed in
8 volume, we asked the post office if there was an easier
9 way to do this, and they told us about Form 3877 and how
10 to fill it out.

11 The way you read this form is each one of the
12 addresses in the second column is something in which a
13 U.S. first class mail envelope went out the door. For
14 example, you can see the Ombudsman on there, and you can
15 see the transferees and other people that were in the
16 land records. And then they stamped the whole thing.
17 The slashes on the bottom are required by the post
18 office. If we didn't put them in, then the person in
19 the post office would have to make sure there's a complete
20 column so that there's no subsequent shenanigans as to
21 typing in something.

22 So this certificate of mail shows all of the U.S.
23 first class pieces of mail that went out the door
24 relevant to the property. In addition, you can see on
25 the bottom of Form 3877 -- you can see our code, and we

1 had internal codes for each property, and this is NV,
2 meaning Nevada, dash T3, which is batch three of
3 Tuscano, dash 03, which is the subject property.

4 **Q. So this form would show that these got mailed,**
5 **but not necessarily indicate receipt of those?**

6 A. That is correct. We were under no statutory duty
7 whatsoever to send it out with delivery confirmation or
8 certified mail or anything.

9 **Q. Okay.**

10 MS. SCHMIDT: Do you mind if we go off the
11 record for two seconds?

12 (Discussion off the record.)

13 MS. SCHMIDT: We'll mark as Exhibit B --
14 this is the Section 3 of documents that we were just
15 referring to that contain the certified mailing
16 receipts, the recorded and unrecorded Notice of
17 Foreclosure Sales, the notice to tenants, and the USPS
18 Form 3877 that we were just referencing.

19 A. Now you'll notice on the Form 3877 there is a
20 reference to NationStar Mortgage at the Highland Drive
21 address. You may ask where did we get that address, and
22 may I refer you to Bates stamp N as in Nancy SM as in
23 Mary 0041. This document is the document entitled
24 Corporation Assignment and Deed of Trust, and it
25 transfers the beneficial interest in the deed of trust

1 from Bank of America, N.A. to NationStar Mortgage, and
2 it provides the same Highland Drive address that you
3 find on the certificate of mailing.

4 (Exhibit B was marked.)

5 BY MS. SCHMIDT:

6 Q. Looking at the Notice of Foreclosure Sale that's
7 recorded NSM 00043, was this something that was
8 generated by United Legal Services?

9 A. Yes.

10 Q. And I see it's executed by a Mia --

11 A. Fregeau.

12 Q. Fregeau. What's her role with United Legal
13 Services?

14 A. She's no longer employed by United Legal Services
15 as United Legal Services is no longer in business. At
16 the time she was a staff employee.

17 Q. And at the time that this was executed, what were
18 her duties?

19 A. She wore several hats. She posted items on the
20 property and the public notice postings. She handled
21 all of the outbound mail such as filling out the
22 certified mailing receipts. She handled incoming
23 returned mail and scanned and sorted them. She also
24 work our call center. We had a very tiny call center,
25 but we would get calls, and if she was out posting, then

1 another employee would handle the calls.

2 **Q. And what is the amount listed as due and owing on**
3 **this document?**

4 A. It's found the last word of Paragraph 2, which is
5 7,806.42.

6 **Q. And can you explain to me again how that was**
7 **calculated?**

8 A. Certainly. It may take a moment to rebuild my
9 calculation, so hold, please.

10 If you look on the back page of the collections
11 file that we received from Red Rock Financial Services,
12 you'll see the last page, Page 6 of 6 of Accounts Detail
13 a total of \$6487.42. As discussed, that is the sum of
14 collections costs plus past due assessments. If you add
15 \$1,150, which was the pre-June 22nd, 2013 amount, you
16 will get \$7,637.42.

17 Now, the file was transferred as of May 23rd,
18 2013. The sale is set for June 22nd, 2013, so we had to
19 add in one more month of unpaid assessments and one more
20 month of late fees. At the time the monthly assessments
21 were \$164. At the time the late fees were \$15. So if
22 you add 179 to 7,637.42, you get 7,806.42, and that's
23 the number that's in the Notice of Foreclosure Sale.

24 **Q. The notice indicates that a sale would be held on**
25 **June 22nd, 2013 at 9:00 a.m. Do you agree with that?**

1 A. If by that you mean did that sale for the subject
2 property occur on that date, I would have to look at
3 the --

4 **Q. Well, preliminarily, do you agree that that's the**
5 **date listed on the Notice of Foreclosure Sale?**

6 A. Is that your question? Yes. That is the date
7 listed on the foreclosure sale.

8 **Q. Did the sale actually go forward on that date?**

9 A. Yes. I say that by referring to the documents,
10 specifically the Foreclosure Deed on Sale, as well as
11 the auction results that were provided to you on this
12 property, which were filled out at the time of the sale.

13 **Q. What steps did United Legal Services take to**
14 **publicize the sales?**

15 A. They were published and posted. It was all done
16 pursuant to statute. There was no marketing or
17 advertising done in any manner. However, we had a
18 regular public auction and people knew about our sales,
19 and so they were the same cast of characters that you
20 would find at HOA foreclosures over at Alessi & Koenig.
21 For example, one of the principals of SFR Investments
22 commonly showed up.

23 **Q. Did United Legal Services ever contact**
24 **individual -- I'll say purchasers from the cast of**
25 **characters to let them know that that specific sale was**

1 **happening?**

2 A. Not as a matter of practice. Occasionally it
3 might have happened, but not as a matter of practice.

4 **Q. When you say that the sales were published and**
5 **posted according to statute, where would they be**
6 **published?**

7 A. In the Clark County Legal News. Affidavit of
8 Publications are in the documents provided. And the
9 postings took place on the property as well as in three
10 public locations. The Affidavit of Posting for the
11 three public locations are provided in the documents.
12 Those are public boards that are in existence around
13 town. We were very careful to select those, and the
14 Affidavit of Service provides the items that were taped
15 to the unit on the door. And on this one we provided a
16 photograph of the documents taped to the door. I'm sure
17 you saw that.

18 **Q. And did the investors or purchasers that would**
19 **attend these sales ever contact United Legal Services?**

20 A. Yes.

21 **Q. Did United Legal Services have a website or**
22 **something like that where someone could look up upcoming**
23 **foreclosure sales?**

24 A. No. It's a very small community of people that
25 buy these things.

1 **Q. Were you personally in attendance of this**
2 **auction?**

3 A. I called every auction held in Clark County that
4 United Legal Services did. So the answer to your
5 question is yes.

6 **Q. Do you have any records or memory that indicate**
7 **how many individuals attended this particular auction?**

8 A. I do not and did not keep an attendance ledger of
9 any auction. There was at least two individuals, but
10 there could have been five or six or ten. Sometimes
11 there was as high as 15.

12 **Q. What was the opening bid for this auction?**

13 A. You would have to refer to the MP3 of the
14 auction. On many of the auctions I recorded them for
15 posterity just in case I needed it, so I provided that
16 MP3 to you, so you can listen to it.

17 **Q. And that was on the CD that you provided?**

18 A. Yes. Under Section 5. And you will hear that
19 there is regular, normal, spirited bidding. This
20 particular property got up to \$7,800.

21 **Q. Was \$7,800 what the property was sold for?**

22 A. Correct.

23 **Q. If the borrower had wanted to pay off the lien,**
24 **let's say at 8:00 a.m. prior to the sale, what would --**
25 **how much would they have had to pay to satisfy the lien?**

1 A. I believe I have answered that question. Let me
2 reiterate my answer. It would have been the amount
3 shown in the Notice of Foreclosure Sale minus \$146.

4 **Q. So that would be the 7,806.42 minus the \$146?**

5 A. And the \$146 is shown as Table 2 to the
6 collections cost document found in Exhibit 1. The
7 property owner or anyone else did not show up to this
8 auction. If they had, we absolutely would take that
9 money.

10 **Q. Do you recall who was the high bidder at this**
11 **sale?**

12 A. A gentleman -- I don't know how to spell his last
13 name, but it's Jacob Lefkowitz or something like that.
14 He was a regular. We saw him all the time.

15 **Q. Can you estimate about how many properties he has**
16 **purchased from United Legal Services auctions?**

17 A. It is my understanding that Jacob personally was
18 a bidder -- so just to clarify your question, I don't
19 recall Jacob ever taking properties in his personal
20 name, but instead after the sale and auctions were
21 concluded, then as part as part of bringing up the
22 receipt for sale, which you have a copy of, we would ask
23 for vesting information, and vesting information on this
24 one happened to be the trust. West Sunset 2050 trust.

25 I do not recall offhand how many properties for

1 which Jacob personally was the successful bidder on
2 behalf of some other entity. Perhaps 5 or 10.

3 You have to understand that a lot of these
4 properties were lousy properties. I don't know if you
5 understand the cash flow, but these properties, as part
6 of the Purchase and Sale Agreement contract were all
7 contractually obligated to be started with an opening
8 bid of \$99, and the reason is because most of the
9 properties sold for just 2 or \$3,000 because they're
10 crappy little condos.

11 So when you start putting together the cost of
12 sale, plus the cost of rehab, plus the cost of
13 litigation, you might be in at \$9,000 just to get a
14 first deed of trust foreclosure sale stalled out in
15 court, and on those properties, this is an apartment
16 unit, it might rent out for \$500. These are not good
17 parts of town. So at \$500 and you're in it for 9,000,
18 now you've got a pay-back period of 18 months just to
19 get your money back. This thing's got a lien amount of
20 7800. You know? This one probably was a two bedroom.
21 I don't even know. The reason it went more is because
22 for the rent you might be able to get \$900 and your
23 payback period is less.

24 It's my understanding that a lot of these guys
25 would go buy the property and try to peek in the window

1 and see if it was in the good shape, and if it was in
2 good shape, then hey, my rehab cost will be 500 bucks.

3 I was not part of it, but I was aware of the fact
4 that there were calculations as to how much each
5 individual bidder was willing to bid up to. It's all --
6 my understanding is hard cash flow costs.

7 **Q. So pursuant to the contract with the HOA and**
8 **First 100, do you believe the bidding on this would have**
9 **started at \$99?**

10 A. Every property that United Legal Services acted
11 as the agent authorized for sale and was the auctioneer
12 for began opening bid at \$99. So as a result, this
13 particular property would have started at \$99 as an
14 opening bid.

15 **Q. So is it possible that a purchaser could buy**
16 **these properties for less than the amount of the lien**
17 **owed?**

18 A. Oh, yes. In fact, that was an explicit part of
19 the First 100 business model, to my understanding. Have
20 you ever attended an Alessi & Koenig foreclosure
21 auction? You personally?

22 **Q. Not that I can recall.**

23 A. They're very interesting because a third to a
24 half of them are won by the HOA. Alessi & Koenig sets
25 the initial opening bid at the lien amount, and these

1 cash flow investors say, "I'm not going to pay 13,000
2 for a condo or \$8,000 for a condo," and so there's no
3 overbid. Now, Alessi & Koenig, back in the day, would
4 then identify the HOA was the opening bidder as being
5 the winner. Then the HOAs would become title owner of
6 the property. What are they going to do with the title
7 owner of the property? That was really troublesome to
8 the HOA. Now they had to insure the property. What
9 were they going to do? Fix it up and rent it out?

10 First 100, it is my understanding, spotted an
11 opportunity in the business model saying as part of the
12 multifaceted complex document that is a PSA, said, Hey,
13 auction this thing off. By setting it at \$99, they were
14 virtually assured that somebody would overbid because
15 somebody would take a flier for 100 bucks. Most of them
16 would offer 2 or 3,000, and that way the HOA could be
17 comforted that they wouldn't end up being the owner of
18 the property. And, in fact, on none of our auctions was
19 the HOA winning bid ever the winning bidder at \$99.

20 And by the way, I don't know if you know this,
21 but this is entirely hearsay, but it is my understanding
22 that after awhile, Alessi & Koenig was instructed to
23 cancel the auction if there was no overbid, which I
24 found to be an extremely interesting practice, if that's
25 what they were doing. They would call it at 15,000, the

1 amount of the lien, no overbids. They would cancel in
2 order to prevent their HOA from having the take back the
3 property. That is entirely hearsay. I don't know if
4 they did that.

5 You can see the pressure the HOAs were under.
6 Like, Oh, man. I don't want the property. No one is
7 buying it. Cancel the sale and leave it in the property
8 owner's name. That \$99 opening bid was a very
9 attractive part of the First 100 business model.

10 **Q. Was there a First 100 agent or representative**
11 **that attended the sale?**

12 A. Yes. Typically it was Jay Bloom, but sometimes
13 it was another employee.

14 **Q. And if there were no third-party bidders -- and**
15 **by third party I mean not the HOA and not First 100 --**
16 **what would happen in those instances?**

17 A. You can probably listen to and hear for yourself
18 on the MP3 that was provided. There were three
19 properties that were auctioned that day. Two of them
20 were bought by First 100. One for 3,000 and the other
21 for \$3,000. In the MP3 -- I haven't listened to it in
22 awhile, but generally the way the bids would go is that
23 somebody would start off with \$100 or \$500, because if
24 nobody overbid, why would you overbid yourself?

25 Generally somebody would say \$100, and then

1 occasionally we'd have one go off for \$100, but
2 generally there was active bidding because Hey, man, why
3 not bid \$500? It's still cheap because you never know.
4 Generally it would go \$100, \$500 as the opening bid, and
5 somebody else would top that by a 500, and generally bid
6 in increments of \$500 until you hit a stopping point.
7 It's a public auction. We found the market value for
8 it, and the auction ceased.

9 Sometimes -- because everybody walked in with a
10 number that was their bid cap, because these are very
11 calculated cash flow kind of guys -- when things got
12 closer to a bid cap, people would reduce the increment
13 to less than \$500. So that's probably what happened on
14 the subject property going off at 7800. You probably
15 got -- these guys have the same business models, and
16 somebody was in the 7,000s and then Jay -- I don't know
17 what his cap was, but he had a higher cap than anyone
18 else, so he won the property at 7800.

19 **Q. Were the sales ever canceled or postponed to**
20 **attempt to get more bidders there?**

21 A. No. It is United Legal Services' position that
22 every auction was commercially reasonable.

23 **Q. I know you indicated before on the six or so**
24 **occasions where the security interest holder paid some**
25 **money to United Legal Services it was your practice to**

1 **record a Notice of Partial Payment.**

2 A. Yes.

3 **Q. Would that be information that was announced at**
4 **the sale as well?**

5 A. Oh, yes. And it, as you might imagine, affects
6 the purchase price because it would be relevant
7 information into the calculation of these characters.

8 **Q. In your experience did that have an effect of**
9 **chilling the bidding on certain properties where the**
10 **partial payment had been recorded?**

11 THE WITNESS: I object to the form of the
12 question in the sense that "chilling the bidding" is an
13 undefined term.

14 A. How I would instead characterize it is that my
15 understanding is that the price would be less than it
16 otherwise would have gone for without the presence of
17 that information.

18 BY MS. SCHMIDT:

19 **Q. Prior to calling the sales, does United Legal**
20 **Services or I should say did United Legal Services**
21 **announce whether or not there was a deed of trust on the**
22 **property at all?**

23 A. No. That was not anything required by statute.
24 It was absolute caveat emptor. I mean, you don't hear
25 that down at regular foreclosure auctions. There was no

1 need for that. Nor did United Legal Services take any
2 legal position whatsoever as to the legal effect of an
3 NRS 116 foreclosure on an extant deed of trust.

4 As a matter of fact, we expressly put that on the
5 six or so Notice of Partial Payment of Lien. I can
6 provide an example if you wish. It says, We have no
7 legal position as to what this payment is, but the payor
8 intended it to pay off the nine-months super priority.

9 **Q. I want to look at the Foreclosure Deed Upon Sale**
10 **Bates stamped NSM 0044 and including the Declaration of**
11 **Value through NSM 00046.**

12 A. Okay.

13 **Q. Are you familiar with this document?**

14 A. The NSM 0044 and 45 document was produced and
15 executed by United Legal Services, and the Bates stamp
16 46 document was a blank deed -- sorry. A blank
17 Declaration of Value form that was produced but not
18 executed by United Legal Services. The asterisk by
19 United Legal Services and then it says at the bottom "as
20 agent for Tuscano Homeowners' Association," that was
21 additional language and clarification that was required
22 by Clark County recorder or these things would get
23 kicked back unless we put that in.

24 But the actual handwriting in Section 3 of the
25 DOV form that is not familiar to me, it would have been

1 somebody on the buyer's side. That's not my
2 handwriting. It's not Mr. Opdyke's handwriting. We
3 never fill those out except for First 100 purchases.
4 And certainly that is not any signature -- the grantee,
5 as you can see, signed the DOV form.

6 **Q. Can you tell me who Robert Opdyke is?**

7 A. He's an attorney that is currently an employee of
8 Atkinson Law Associates, but at the time also did and
9 worked as a part-time employee at United Legal Services.

10 **Q. Can you tell me what his role was in United Legal**
11 **Services when he was working there?**

12 A. I can answer that two ways. First, he acted in
13 an attorney capacity. Second is that he assisted with
14 the production of the documents and in the evaluation of
15 the land records.

16 **Q. Does the foreclosure deed contain the price paid**
17 **of the auction?**

18 A. No. Nor is there any statutory requirement for
19 it to do so. There is, in fact, a statutory discussion
20 of the language for such foreclosure deeds in NRS 116.
21 Are you familiar with that particular language?

22 **Q. Yes.**

23 A. You will find that language in there, and the
24 discussion of the language to be found in the
25 foreclosure deed in the statutes makes no reference to

1 any requirement to having to have the sale price
2 incorporated in the foreclosure deed.

3 **Q. Does it anywhere in the Foreclosure Deed Upon**
4 **Sale recite the consideration paid for the property?**

5 A. No. Nor is there any requirement for it to do
6 so. Pursuant to the Email from Clark County treasurer
7 that is found in Exhibit 1, they expressly said that it
8 should be at market value. There is a statutory basis
9 for that. I don't know if you're aware of that, but the
10 Clark County -- the reason for that Email was because
11 the Clark County recorder was having a conniption fit
12 over a \$2,000 DOV form, and there's a statute -- it's
13 like NRS 375 or something. I can look it up -- that
14 says that in -- for recordation, real property transfer
15 taxes -- then any transfer which is a gift or of nominal
16 value shall be at full market value. I forget the exact
17 language, but the reading that you see is from Georgia
18 who works in the audit department. They got a readout
19 from, I think, the DA's office saying that the HOA
20 foreclosure sales -- we're going to deem them to be
21 nominal, and therefore they have to be at full market
22 value. I personally do not believe it to be nominal.
23 \$2,000 is \$2,000.

24 However, it is my perception it's more of a
25 revenue grab for the government than anything else

1 because they knew all these players had money, and if
2 they could get \$300 out of them instead of \$20 of them,
3 then they would certainly do that, but that was my
4 perception.

5 **Q. The amount listed on the Declaration of Value,**
6 **NSM 00046 is \$63,280. Where would that figure come**
7 **from?**

8 A. I have no knowledge whatsoever as to how the
9 buyer obtained that number on the DOV form. We provided
10 them a blank DOV form. I can guess -- and if you permit
11 me to -- what we would do for the foreclosure deeds that
12 we recorded as an accommodation for First 100 sales, we
13 would go to the land records and call up the assessor's
14 value on the Clark County treasurer's website because
15 that's where Clark County recorder pointed us to. I
16 forget if it was that mail or a subsequent phone call.
17 They said, Use the assessed value of the current year.
18 There it is right there. I had no knowledge of it until
19 today. It's right there on the then current year tax
20 assessed value on the Clark County treasurer website
21 printout for the parcel. Do you see that?

22 **Q. And for the record, we're indicating on the Clark**
23 **County Assessor information under Real Property Assessed**
24 **Value is the total taxable value for the year 2013**
25 **through '14 and appears to be \$63,280.**

1 A. That was the industry standard.

2 Q. So just so I understand, on these declarations of
3 value that were not for First 100, the grantee, whoever
4 purchased at the sale, would be in charge of
5 ascertaining the total value sales price of the property
6 and filling them in themselves?

7 A. Ascertaining is -- I would instead use the word
8 "determining." But because a Clark County recorder had
9 set it out as a general rule, then it is my
10 understanding that the industry players all knew the
11 rule, and per our discovery today, that it appears that
12 they did the exact same thing, because that's what
13 everybody did. Because otherwise how would you
14 determine what a market value is? If the Clark County
15 recorder said go to the Clark County website and use the
16 assessed value, that's what people did.

17 Q. So for this particular declaration of value in
18 this case, that information was filled in by the grantee
19 and not United Legal Services. Is that correct?

20 A. Correct.

21 Q. Okay. I believe you indicated previously it was
22 the HOA's responsibility to make sure that the work that
23 had been done by -- in this case -- Red Rock Financial
24 Services was correct?

25 A. Yes. It is definitely not United Legal

1 Services's responsibility to be auditing or inspecting
2 the work of Red Rock Financial Services in terms of how
3 they did the Notice of Lien and Notice of Default. When
4 I say "did," I mean both the compilation and recordation
5 of that document, as well as any noticing required by
6 the statutes.

7 Q. United Legal Services didn't go through
8 certificates of mailing that might have been in Red
9 Rock's file?

10 A. We were under no duty to do so whatever.

11 Q. And United Legal Services didn't check to make
12 sure that Red Rock Financial Services complied with
13 posting requirements?

14 A. We were under no duty to do so. If there was a
15 flaw in Red Rock's work, you'll have to talk to Red
16 Rock.

17 Q. Looking at the first page of the Foreclosure Deed
18 Upon Sale, NSM 00044, looking at the bottom of the
19 paragraph in the middle of it where it says -- I'm
20 quoting from the deed. "All requirements of law have
21 been complied with, including, but not limited to the
22 elapsing of the 90 days, the mailing of copies of the
23 Notice of Lien of Delinquent Assessment, and Notice of
24 Default, and the mailing, posting, and publication of
25 the Notice of Foreclosure Sale."

1 Based on your testimony -- I should say that's
2 the end of the quote. The quote ends with "Notice of
3 Foreclosure Sale."

4 Based on your testimony, the individual signing
5 this for United Legal Services would have no personal
6 knowledge that all those requirements had been complied
7 with. Is that correct?

8 A. Pursuant to my earlier statement, United Legal
9 Services had no duty or obligation to inspect or audit
10 Red Rock's records. I believe the statement and line of
11 argument that you're presenting is conflating two
12 different concepts.

13 Q. Well, my question is -- I mean, you testified
14 that you didn't check whether or not Red Rock Financial
15 Services did the correct mailing or the posting or the
16 work they did in terms of the creating and recording of
17 these documents, so I'm wondering --

18 A. The purpose --

19 Q. Let me just finish this -- if the individual for
20 United Legal Services who executed this would have
21 personal knowledge of whether or not those had been
22 complied with since it wasn't one of United Legal
23 Services's duties to check those things.

24 A. You misunderstand the purpose of that language.
25 That language is specific language that's found in NRS

1 116.31166 subsection 1. That statute discusses the
2 effects of certain recitals in the deed, and what the
3 statutes say is that if those recitals that you read
4 about are present in an HOA foreclosure deed -- and by
5 HOA foreclosure I mean NRS 116 foreclosure -- then they
6 are conclusive proof of the matter's recital.

7 Now, I will leave it up to you attorneys to
8 explore the various wrinkles of that. Your questions
9 are intending for me to form a legal opinion as to what
10 it is. My legal opinion is that if the foreclosure deed
11 contains the recitals, then by statute they're
12 conclusive proof of the matter's recital.

13 If you believe that based on my earlier testimony
14 relative to United Legal Services' personal knowledge of
15 things that United Legal Services performed and lack of
16 personal knowledge of things that a prior collections
17 agency performed, whether those facts have any sort of
18 legal effect on the statutory recitals, is not my fight.

19 **Q. I understand. What I'm trying to find out here**
20 **is whether or not Robert Opdyke -- and I apologize if**
21 **I'm mispronouncing that to him wherever he is -- whether**
22 **or not he had personal or business records knowledge of**
23 **each and every thing in the recitals.**

24 A. What we had was the documents we were provided
25 from Red Rock Financial Services. So in that document

1 you can see a lengthy set of assessments as well as
2 collections efforts. Mr. Opdyke had no personal
3 knowledge of any activity of Red Rock Financial
4 Services. United -- nor is he particularly any sort of
5 target for your investigation. He's simply a signatory
6 for United Legal Services.

7 I think your question is better: Did United
8 Legal Services as an entity have any knowledge of any
9 particular activity of Red Rock Financial Services, and
10 my response is: We were provided the documents that we
11 were provided, which comprise the lien, a Notice of
12 Default, and an accounting ledger. We got no other
13 documents from Red Rock Financial Services on any of the
14 accounts, and so we know what was in here and nothing
15 else.

16 **Q. So when the recitals say that all requirements of**
17 **law have been complied with -- for instance, the mailing**
18 **of copies of the Notice of Delinquent Assessment Lien --**
19 **even though United Legal Services is signing that, they**
20 **have no personal knowledge that those requirements were**
21 **complied with?**

22 A. That is correct. We relied on Red Rock Financial
23 Services to perform their collections activities in a
24 professional manner, and our assumption is that they
25 would not have sent over any deficient file. So the

1 statement was made on the assumption that it was correct
2 because Red Rock did not flag it as being a troubled or
3 a redo file.

4 By the way, your line of inquiry is not how I
5 read that statute.

6 Q. Fair enough.

7 A. That's fine.

8 Q. I know quite a bit of this is up in the air and
9 subject to all of our interpretation.

10 A. By the way, if you find that Red Rock's files are
11 in order, then it doesn't matter.

12 Q. In United Legal Services's files for each
13 property, does it keep copies of any correspondence it
14 receives related to that property?

15 A. Yes.

16 Q. Does United Legal Services maintain a call log
17 for properties for -- for instance, if someone called,
18 would there be a record of that in the file?

19 A. No written record.

20 Q. Did anyone contact United Legal Services to pay
21 off this particular -- to make a payment on this
22 particular property prior to sale?

23 A. No.

24 Q. If United Legal Services received contact from a
25 beneficiary of a first deed of trust who requested a

1 **superpriority payoff, what was United Legal Services'**
2 **policy at the time between 2012 to the date of sale,**
3 **June 22nd, 2013, in responding to those requests?**

4 A. We always had an open-door policy with respect to
5 any servicer or deed of trust beneficiary that contacted
6 us. Those contacts were very rare and very far in
7 between. In general, they would ask how much should
8 they pay, and we would say, "We cannot provide you with
9 legal advice."

10 And then they would say, "We only want to pay
11 nine months of assessments and not collections costs,"
12 and I would say, "You are free to do so," and then we
13 would explain what we would do. And on those rare
14 occasions when a servicer did contact us to make some
15 sort of payment, they were always delighted that we
16 would take payment without demanding collections costs
17 and we would record the payments in the land record.
18 Apparently no other NRS 116 foreclosure agent would do
19 that and so apparently it was a best practice.

20 Q. If a beneficiary called and said, "Can you tell
21 me what the monthly assessments are or quarterly
22 assessments," looking at that information so they could
23 calculate nine months, United Legal Services would give
24 that to them?

25 A. Certainly. Because the monthly assessment was

1 found right in the account detail.

2 Q. I usually say "borrower," but I should say unit
3 owner" -- contacted United Legal Services and wanted to
4 explore ways to save their home, who would have the
5 ultimate authority to decide whether or not to enter
6 into some sort of payment plan with them?

7 A. Typically our policy was to tell them that the
8 amount shown -- the amount that was required to stop a
9 sale was the amount shown in the Notice of Foreclosure
10 Sale minus \$146, and we would inform them that would
11 have to be paid in full prior to the auction.
12 Occasionally, homeowners would also contact the HOA
13 either through the HOA board member or FirstService
14 Residential, formerly known as RMI, and sometimes we
15 would get a request from the HOA or RMI to accept a
16 payment plan for a unit owner, and in those instances we
17 would put people on payment plans. We would then
18 postpone auctions to keep them on a short leash, and
19 when the payment plan was complete, we would cancel the
20 auction. It didn't happen that often.

21 Q. Would it be the HOA that decided whether or not
22 to allow the home owner to enter some sort of payment
23 plan?

24 A. Usually the HOA boards are extremely quiescent in
25 the sense that they relied heavily on RMI -- now

1 FirstService Residential -- to perform the day-to-day
2 management of the HOA community, and so it was very rare
3 would I actually get contacted by anyone on the HOA
4 board. It was always through somebody over at RMI.

5 **Q. So it was the management company, generally, that**
6 **would decide whether or not to allow a payment plan?**

7 **I'm trying to figure out who has the authority to --**

8 A. RMI would clearly have the authority to put
9 somebody on a payment plan and request that a payment
10 plan be put on. It was very rare. In general I was
11 contractually obligated to take this thing for sale. If
12 somebody called up and said, "I'd like to go on a
13 payment plan," our standard response is: "You have to
14 pay it in full before the sale." Why? Because we're
15 permitted to do that. It's just like a regular deed of
16 trust auction. I mean, you're in arrearage for \$20,000,
17 and the answer is no.

18 But you have to realize that this is a fairly
19 rare event because most of these homeowners were
20 severely delinquent on the deed of trust, were terribly
21 underwater. A lot of these condos had a market value of
22 \$40,000 or \$60,000 and the deed of trust was for
23 \$210,000 because it was bought in 2005, and the last
24 thing anybody wanted to do was cough up \$7,000 to save
25 it from an HOA foreclosure auction, because they knew

1 the foreclosure date was coming at some point. They
2 just didn't know who was going to be first: the deed of
3 trust beneficiary or the HOA. So they had rode it out
4 sometimes for years before something got foreclosed on.

5 **Q. On the properties where there was an agreement**
6 **with First 100 and the HOA, would First 100 have any say**
7 **over whether or not a payment plan could be entered**
8 **into?**

9 A. I inquired with Mr. Jay Bloom early on as to what
10 his perspectives and views were under the three-way
11 contract, and his perspective was, for example, the
12 Purchase and Sale Agreement had as a large component of
13 it the cash flow of the receivables, and so First 100
14 would typically pay the HOA nine-months worth of
15 assessments in order to receive all cash flows that
16 would arise from any monetization event that might occur
17 on the property that arose as a result of United Legal
18 Services posting and serving out the Notice of
19 Foreclosure Sale.

20 So as a result, First 100 was a third-party
21 beneficiary of any payment stream that would come in off
22 of a payment plan because those payments would go to
23 First 100, not to the HOA. So I felt it proper to ask
24 First 100, "Hey if somebody calls in and wants a \$100 a
25 month payment plan, what do you say," and the answer

1 came back, "No payment plans unless the HOA requests it.
2 Otherwise march it to sale."

3 I believe -- I don't know for sure, but I believe
4 that it was the concept of: Anybody that's behind on
5 their deed of trust and the HOA foreclosure would have
6 said anything to eek out another few months on the
7 property, and these guys were already horribly behind,
8 and if they could now live in the property and pay only
9 \$300 a month, which effectively would have been rent
10 because you can make \$300 a month for years on a \$7,000
11 lien, that this was rewarding bad behavior.

12 There was also, I believe, a concept of: Let's
13 try to flush out the people who actually have money and
14 do, in fact, want to stay there, and then, Hey, if those
15 guys cough up 8 grand, then fine. We did see that
16 occasionally on the few single-family homes we did. All
17 of a sudden a check for \$12,000 would come in because
18 people had been living there for four years and had not
19 paid the deed of trust and actually had the money. But
20 it was rare.

21 **Q. When there was proceeds from a foreclosure sale,**
22 **would United Legal Services be responsible for the**
23 **application of those proceeds?**

24 A. Yes. Correct.

25 **Q. And how were the proceeds applied in this case?**

1 A. On the last page of Section 4.

2 **Q. Okay. Let me make sure I write this down.**

3 A. We produced a Proceeds Reconciliation Report.
4 United Legal Services would get proceeds in. This is
5 the Proceeds Reconciliation Report for the subject
6 property, as well as other activity. So we would
7 receive money in from auction sales, and then we were to
8 remit back to First 100 the proceeds, because by
9 contract we were required to.

10 Now, before we did that, though, we were allowed
11 to apply the foreclosure sales collections costs
12 provided in the NAC document that would include
13 conducting the foreclosure sale and so forth. Do you
14 see that?

15 **Q. Yes.**

16 A. So you see \$7,800 came in, and then there were no
17 excess proceeds because this, as usual, came in less
18 than the lien amount. And so we would deduct \$125 to
19 conduct the foreclosure sale. Then \$125 to prepare the
20 deed. And then there was also something called a
21 foreclosure fee that was permitted in NAC. Now, I'm in
22 business to make a buck, so I, of course, charge all of
23 them, and you can see this is a debits and credits. So
24 every few days we would remit a chunk of change over to
25 First 100 as we were required to by contract. So...

1 **Q. In the event that there were excess proceeds,**
2 **would United Legal Services be responsible for paying**
3 **those out or would First 100?**

4 A. Yes. United Legal Services. We did not give any
5 excess proceeds to First 100. They were not entitled to
6 it under the law. They were only entitled to the cash
7 flow up to the lien amount.

8 **Q. In the case where there were excess proceeds, how**
9 **would those be paid out?**

10 A. Typically, we started off by just giving
11 checks -- very rare by the way. It usually only
12 happened on Fannie Mae properties where it had already
13 been foreclosed on. And so in those instances, we would
14 remit it to Fannie Mae. After awhile, once I began
15 realizing there was a fight as to whether the deed of
16 trust -- you know, if there was any dispute as to what
17 it was, then generally we would just hold on to it as
18 opposed to remitting it, because it was unclear as a
19 matter of law as to who was the proper recipient of any
20 excess proceeds, which there were very, very few of
21 these.

22 **Q. Does United Legal Services -- or I should say did**
23 **United Legal Services have a position on what it**
24 **believed the amount of the superpriority lien was?**

25 A. We had absolutely no legal position on the legal

1 effect of an NRS 116 foreclosure.

2 MS. SCHMIDT: Can we go off the record
3 again?

4 ***

5 (RECESS TAKEN FROM 12:00 P.M. TO 12:08 P.M.)

6 ***

7 MS. SCHMIDT: We'll mark as Exhibit C what
8 is labeled as Section 1, Documents From Prior Collection
9 Agencies, Red Rock Financial Services. Also mark as
10 Exhibit D what's labeled as Section 2, Documents From
11 Land Records. And we'll label as Exhibit E Section 4,
12 Contracts with HOA and First 100. And as Exhibit F,
13 Section 5. What's marked as Auction Results. And
14 Exhibit G, what's marked as Section 6, Emails.

15 THE WITNESS: And under the assumption that
16 those are true and correct copies of the documents so
17 provided to you, I hereby authenticate at this time.

18 MS. SCHMIDT: Thank you.

19 Do you have any questions that you wanted to
20 ask?

21 MS. BUTLER: I do not.

22 MS. SCHMIDT: I think we are done here.

23 (Exhibits C, D, E, F, and G were marked.)

24 (Proceedings concluded at 12:20 p.m.)

25

1 CERTIFICATE OF REPORTER

2 STATE OF NEVADA)
3) ss:
4 COUNTY OF CLARK)

5 I, KELE R. SMITH, a duly commissioned
6 Notary Public, Clark County, State of Nevada, do hereby
7 certify: That I reported the taking of the deposition
8 of ROBERT ATKINSON, ESQ., commencing on Monday, May 11,
9 2015, at 10:14 a.m.

10 That prior to being deposed, the witness was by
11 me duly sworn to testify to the truth. That I
12 thereafter transcribed my said shorthand notes into
13 typewriting and that the typewritten transcript is a
14 complete, true, and accurate transcription of said
15 shorthand notes and that witness waived review and
16 correction of the transcript.

17 I further certify that I am not a relative or
18 employee of counsel of any of the parties, nor a
19 relative or employee of the parties involved in said
20 action, nor a person financially interested in the
21 action.

22 IN WITNESS WHEREOF, I have set my hand in my
23 office in the County of Clark, State of Nevada, this
24 12th day of May, 2015.



25 KELE R. SMITH, NV CCR #672, CA CSR #13405

Robert Atkinson

From: Georgia Brunson-Wright <GeoW@ClarkCountyNV.gov>
Sent: Thursday, October 04, 2012 11:47 AM
To: Robert Atkinson
Cc: Eugene Mendiola; Denise Gulia; Audrey Shaw; Cheryl Ertel; Debbie Boxton; Shirley Millette
Subject: RE: Transaction # 1481138 Grantee First 100 LLC

I spoke with the State of Nevada, Department of Taxation and they advised me that the Department would not accept the values stated for the property as they considered them nominal. After I relayed this to the Recorder's counsel, they stated that because of NRS 375.019 the recorder was required to follow the guidance given by the Department and cannot record these transfers with the values given.

If you still wish to record these documents, you could do so using the Assessor's current taxable value as the taxable value on the Declaration of Value form and calculate the tax based on that value. If you do not agree with that value, you could file for a refund and begin the appeal process after the documents are recorded.

If I can do anything else, please feel free to contact me directly.

Georgia Brunson-Wright CFE, ACCA
Auditor II, Office of the Clark County Recorder
500 South Grand Central Parkway
PO Box 551510
Las Vegas, Nevada 89155-1510
Office (702)455-1530 Fax (702)380-9691

From: Robert Atkinson [mailto:Robert@kupperlin.com]
Sent: Thursday, October 04, 2012 8:46 AM
To: Georgia Brunson-Wright
Subject: RE: Transaction # 1481138

OK. Please let me know if there's anything else you need.

Thank you,

-Robert

Robert Atkinson, Esq.

Attorney

☎ Office: (702) 614-0600
✉ Email: robert@kupperlin.com
☎ Fax: (702) 614-0647

Kupperlin Law Group, LLC
8965 South Eastern Ave Suite 350
Las Vegas, NV 89123
www.las-vegas-bankruptcy-lawyer.com

EXHIBIT A
DATE 5-11-15
WITNESS: Atkinson
PAGE(S) _____
Kele R. Smith, CCR No. 672

Notice: If this email was sent to a client or prospective client, then it is a PRIVILEGED and CONFIDENTIAL communication.

From: Georgia Brunson-Wright [mailto:GeoW@ClarkCountyNV.gov]
Sent: Wednesday, October 03, 2012 4:09 PM
To: Robert Atkinson
Subject: RE: Transaction # 1481138

Robert,

I apologize that this is taking so long, but I am doing some legwork for our counsel. Let me get back with you in the morning.

Georgia

From: Robert Atkinson [mailto:Robert@kupperlin.com]
Sent: Wednesday, October 03, 2012 10:19 AM
To: Georgia Brunson-Wright
Subject: RE: Transaction # 1481138

Hello Georgia, I just left you a voice mail.

Any word back yet as to the RPTT amounts due?

-Robert

Robert Atkinson, Esq.

Attorney

☎ **Office:** (702) 614-0600
✉ **Email:** robert@kupperlin.com
☎ **Fax:** (702) 614-0647

Kupperlin Law Group, LLC
8965 South Eastern Ave Suite 350
Las Vegas, NV 89123
www.las-vegas-bankruptcy-lawyer.com

Notice: If this email was sent to a client or prospective client, then it is a PRIVILEGED and CONFIDENTIAL communication.

From: Georgia Brunson-Wright [mailto:GeoW@ClarkCountyNV.gov]
Sent: Monday, October 01, 2012 3:28 PM
To: Robert Atkinson
Subject: RE: Transaction # 1481138

Thank you Mr. Atkinson, I will forward these up the chain.

Georgia Brunson-Wright CFE, ACCA
Auditor II, Office of the Clark County Recorder
500 South Grand Central Parkway
PO Box 551510

Las Vegas, Nevada 89155-1510
Office (702)455-1530 Fax (702)380-9691

From: Robert Atkinson [mailto:Robert@kupperlin.com]
Sent: Monday, October 01, 2012 1:50 PM
To: Georgia Brunson-Wright
Subject: Transaction # 1481138

Good afternoon Georgia,

Per our discussion this morning, please find attached the Receipts of Sale for these three properties.

From an RPTT perspective, these all ended up being nominal dollar sales. The opening bid from the HOA for all three was set at \$99.

Please let me know if there is anything else that you need from me.

Thank you,

-Robert

Robert Atkinson, Esq.

Attorney

☎ Office: (702) 614-0600
✉ Email: robert@kupperlin.com
☎ Fax: (702) 614-0647

Kupperlin Law Group, LLC
8965 South Eastern Ave Suite 350
Las Vegas, NV 89123

Notice: If this email was sent to a client or prospective client,
then it is a PRIVILEGED and CONFIDENTIAL communication.

APN: 179-09-415-008
LOAN NUMBER: 596862665
RECORDING REQUESTED BY:
5 ARCH CODE COMPLIANCE, LLC
WHEN RECORDED MAIL TO:

NATIONSTAR MORTGAGE, LLC
c/o 5 Arch Code Compliance, LLC
P.O. Box 7338
Newport Beach, CA 92658

218.PMD.JD.NV.RFN

Inst #: 20150210-0000871
Fees: \$17.00
N/C Fee: \$0.00
02/10/2015 09:30:14 AM
Receipt #: 2309829
Requestor:
5 ARCH CODE COMPLIANCE LLC
Recorded By: DXI Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

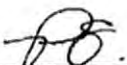
REQUEST FOR NOTICE
Under NRS Chapters 107 and 116

The undersigned is a person with an interest in the real property described herein, having an interest in that certain Deed of Trust, wherein the Trustor is MILINDA SMITH, An Unmarried Woman, the Trustee is PACIFIC TITLE, and the Beneficiary is Mortgage Electronic Registration Systems, Inc., which was recorded as Instrument No. 20060316-0001676 on 3/16/2006 in the Official Records of Clark County, Nevada. Pursuant to NRS 116.31168, the name(s) of the property owner(s) is/are SMITH, MILINDA, and the name(s) of the common-interest community/ies is/are RIVER LANDING HOMEOWNERS ASSOC., INC.... This Request for Notice relates to any liens recorded against the property.

Accordingly, the undersigned hereby requests that a copy of any notice of default and a copy of any notice of sale sent pursuant to NRS Chapters 107 or 116, including but not limited to NRS 107.090 and NRS 116.31168, is mailed to the address listed below.

NATIONSTAR MORTGAGE, LLC

Address for Notices:


Patrick Duffy, Assistant Secretary
DATED: January 6, 2015

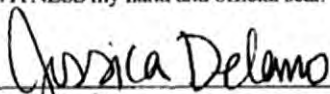
NATIONSTAR MORTGAGE, LLC
c/o 5 Arch Code Compliance, LLC
P.O. Box 7338
Newport Beach, CA 92658

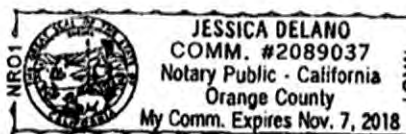
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF ORANGE)

On January 6, 2015, before me, Jessica Delano, Notary Public, personally appeared, Patrick Duffy, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Signature of Notary



COLLECTIONS FEES and COSTS SCHEDULE

CLARK COUNTY

Amount	Type	Item	Statutory basis	
\$ 275	Fee	Notice of Sale	NAC 116.470(2)(f)	Relating to NOS
\$ 20	Fee	Mailing fee (10 pieces)	NAC 116.470(2)(o)	
\$ 250	Cost	Trustee's Sale Guarantee (addresses for NOS)	NAC 116.470(3)	
\$ 90	Cost	Publication	NAC 116.470(3)	
\$ 22	Cost	Recordation cost for NOS	NAC 116.470(3)	
\$ 88	Cost	Posting costs	NAC 116.470(3)	
\$ 55	Cost	USPS mailing costs (incl. certified mail)	NAC 116.470(3)	Relating to Sale
\$ 125	Fee	Conduct foreclosure sale	NAC 116.470(2)(h)	
\$ 125	Fee	Prepare and record transfer deeds	NAC 116.470(2)(i)	
\$ 150	Fee	Foreclosure fee	NAC 116.470(2)(t)	
\$ 1,200	Total			

Adjustments if paid off before auction (MUST PAY IN FULL)

Amount	Type	Item	Statutory basis
\$ (125)	Fee	Conduct foreclosure sale	Deduct from above
\$ (125)	Fee	Prepare and record transfer deeds	Deduct from above
\$ (150)	Fee	Foreclosure fee	Deduct from above
\$ 150	Fee	Payoff quote	NAC 116.470(2)(q)
\$ 30	Fee	Release of Notice of Lien	NAC 116.470(2)(l)
\$ 22	Cost	Recordation of Release of Notice	NAC 116.470(3)
\$ 30	Fee	Notice of Rescission of Default	NAC 116.470(2)(m)
\$ 22	Cost	Recordation of Notice of Rescission	NAC 116.470(3)
\$ (146)			

Section 3

United Legal Services documents

APN: 176-03-510-102
ULS#: NV-TU3-03

When recorded mail to:
United Legal Services Inc.
A Nevada Law Firm
9484 South Eastern Ave. #163
Las Vegas, NV 89123
Phone: (702) 617-3263

NOTICE OF FORECLOSURE SALE
UNDER THE LIEN FOR DELINQUENT ASSESSMENTS


WARNING! A SALE OF YOUR PROPERTY IS IMMINENT! UNLESS YOU PAY THE AMOUNT SPECIFIED IN THIS NOTICE BEFORE THE SALE DATE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE. YOU MUST ACT BEFORE THE SALE DATE. IF YOU HAVE ANY QUESTIONS, PLEASE CALL UNITED LEGAL SERVICES INC. AT (702) 617-3263. IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMAN'S OFFICE, NEVADA REAL ESTATE DIVISION, AT (877) 829-9907.

YOU ARE IN DEFAULT UNDER THE LIEN FOR DELINQUENT ASSESSMENTS, notice of which was recorded on April 4, 2012 as instrument 201204040001017 in the Official Records of the Recorder of Clark County, Nevada ("Official Records"), by the Tuscano Homeowners Association. The Notice of Default and Election to Sell Pursuant to the Lien for Delinquent Assessments was recorded on May 29, 2012 as instrument 201205290001690 in the Official Records. The property owner(s) of record is/are: **New Freedom Mortgage Corporation**. The total amount necessary to satisfy the lien as of the proposed sale date is \$7,806.42.

UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT WILL BE SOLD AT PUBLIC SALE. United Legal Services Inc. ("ULS") has the collections file on this account. Any payments to satisfy the lien must be in cash, cashier's check, or wire transfer, and must be actually received by ULS prior to the sale. If payment in full is not received prior to the date/time below, the property will be auctioned. All auction sales are final and late payments will be returned. If you need an explanation of this notice or its contents, you should contact an attorney.

NOTICE IS HEREBY GIVEN THAT on June 22, 2013 at 9:00 AM at 8965 S. Eastern Ave, Suite 350, Las Vegas, NV 89123, United Legal Services Inc., as duly authorized agent for sale pursuant to NRS 116, will sell at public auction to the highest bidder, for lawful money of the United States, all right, title, and interest in the property commonly known as: **7255 W Sunset Unit 2050, Las Vegas, Nevada 89113**. Payment by the winning bidder must be made at the conclusion of the auction and in cash or a cashier's check drawn on a bank or credit union authorized to do business in the State of Nevada. The sale will be made without covenant or warranty, expressed or implied, regarding, but not limited to, title, possession, encumbrances, or obligations to satisfy any secured or unsecured liens.

Date: May 28, 2013

By: 
Mia Fregeau
An employee of United Legal Services Inc.
As authorized agent for, and on behalf of, Tuscano Homeowners Association

APN: 176-03-510-102
ULS#: NV-TU3-03

When recorded mail to:
United Legal Services Inc.
A Nevada Law Firm
9484 South Eastern Ave. #163
Las Vegas, NV 89123
Phone: (702) 617-3263

Inst #: 201305290000306
Fees: \$17.00
N/C Fee: \$0.00
05/29/2013 08:03:04 AM
Receipt #: 1632393
Requestor:
UNITED LEGAL SERVICES INC.
Recorded By: DXI Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

NOTICE OF FORECLOSURE SALE
UNDER THE LIEN FOR DELINQUENT ASSESSMENTS


WARNING! A SALE OF YOUR PROPERTY IS IMMINENT! UNLESS YOU PAY THE AMOUNT SPECIFIED IN THIS NOTICE BEFORE THE SALE DATE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE. YOU MUST ACT BEFORE THE SALE DATE. IF YOU HAVE ANY QUESTIONS, PLEASE CALL UNITED LEGAL SERVICES INC. AT (702) 617-3263. IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMAN'S OFFICE, NEVADA REAL ESTATE DIVISION, AT (877) 829-9907.

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Date: May 28, 2013

By: 
Mia Fregeau
An employee of United Legal Services Inc.
As authorized agent for, and on behalf of, Tuscano Homeowners Association

NOTICE TO TENANTS OF THE PROPERTY

Foreclosure proceedings against this property have started, and a notice of sale of the property to the highest bidder has been issued.

You may either: (1) terminate your lease or rental agreement and move out; or (2) remain and possibly be subject to eviction proceedings under chapter 40 of the Nevada Revised Statutes. Any subtenants may also be subject to eviction proceedings.

Between now and the date of the sale, you may be evicted if you fail to pay rent or live up to your other obligations to the landlord.

After the date of the sale, you may be evicted if you fail to pay rent or live up to your other obligations to the successful bidder, in accordance with chapter 118A of the Nevada Revised Statutes.

Under the Nevada Revised Statutes, eviction proceedings may begin against you after you have been given a notice to quit.

If the property is sold and you pay rent by the week or another period of time that is shorter than 1 month, you should generally receive notice after not less than the number of days in that period of time.

If the property is sold and you pay rent by the month or any other period of time that is 1 month or longer, you should generally receive notice at least 60 days in advance.

Under Nevada Revised Statutes 40.280, notice must generally be served on you pursuant to chapter 40 of the Nevada Revised Statutes and may be served by:

- (1) Delivering a copy to you personally in the presence of a witness;
- (2) If you are absent from your place of residence or usual place of business, leaving a copy with a person of suitable age and discretion at either place and mailing a copy to you at your place of residence or business; or
- (3) If your place of residence or business cannot be ascertained, or a person of suitable age or discretion cannot be found there, posting a copy in a conspicuous place on the leased property, delivering a copy to a person residing there, if a person can be found, and mailing a copy to you at the place where the leased property is.

If the property is sold and a landlord, successful bidder or subsequent purchaser files an eviction action against you in court, you will be served with a summons and complaint and have the opportunity to respond. Eviction actions may result in temporary evictions, permanent evictions, the awarding of damages pursuant to Nevada Revised Statutes 40.360 or some combination of those results.

Under the Justice Court Rules of Civil Procedure:

- (1) You will be given at least 10 days to answer a summons and complaint;
- (2) If you do not file an answer, an order evicting you by default may be obtained against you;
- (3) A hearing regarding a temporary eviction may be called as soon as 11 days after you are served with the summons and complaint; and
- (4) A hearing regarding a permanent eviction may be called as soon as 20 days after you are served with the summons and complaint.

7012 2210 0001 6534 1010

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$



Sent To	OWNER OR OCCUPANT
Street, Apt. No., or PO Box No.	7255 W SUNSET RD APT 2050
City, State, ZIP+4	LAS VEGAS NV 89113-1911

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$



Sent To

NEW FREEDOM MORTGAGE CORPORATION
2363 S FOOTHILL DR
SALT LAKE CITY UT 84109-1458

PS Form 3800, August 2006

See Reverse for Instructions

7012 2212 0122 1000 T059 4501

UNITED LEGAL SERVICES INC.
9484 SOUTH EASTERN AVE #163
LAS VEGAS, NV 89123



062S0008443722
\$0.460
US POSTAGE
FIRST-CLASS
FROM 89123
MAY 28 2013
stamps.com

THE COOPER CASTLE LAW FIRM
820 S. VALLEY VIEW BLVD
LAS VEGAS NV 89107-4411

FORWARD TIME EXP 1 5121 00 05/29/13
THE COOPER CASTLE LAW FIRM
820 S. VALLEY VIEW BLVD
LAS VEGAS NV 89107-4411

89123@3987

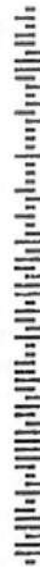
RETURN TO SENDER

UNITED LEGAL SERVICES INC.
9484 SOUTH EASTERN AVE #163
LAS VEGAS, NV 89123



062S0006443722

\$0.46
US POSTAGE
FIRST-CLASS
FROM 89123
MAY 28 2013
stamps.com



OWNER OR OCCUPANT
7255 W SUNSET RD APT 2050
LAS VEGAS NV 89113-1911

NIXIE 891 SE 1040 0006/27/13
RETURN TO SENDER
VACANT
UNABLE TO FORWARD

BC: 89123398784 *0879-03146-28-39

89123398784



UNITED LEGAL SERVICES INC.
9484 SOUTH EASTERN AVE #163
LAS VEGAS, NV 89123



062S0008443722
\$0.460
US POSTAGE
FIRST-CLASS
FROM 89123
MAY 28 2013
stamps.com



NEW FREEDOM MORTGAGE CORPORATION
2363 S FOOTHILL DR
SALT LAKE CITY UT 84109-1458

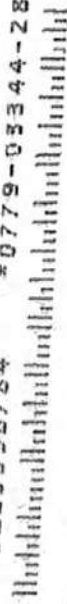
NIXIE

841 SE 1 00 05/30/13

RETURN TO SENDER
REFUSED
UNABLE TO FORWARD

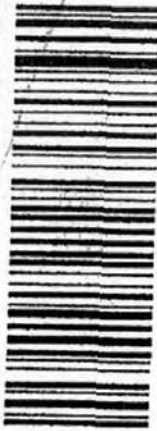
EC: 89123398784 #0779-03344-28-39

8912303987



UNITED LEGAL SERVICES INC.
9484 SOUTH EASTERN AVE #163
LAS VEGAS, NV 89123

CERTIFIED MAIL™



7012 2210 0001 6534 1010

\$6.110
US POSTAGE
FIRST-CLASS
FROM 89123
MAY 28 2013
stamps.com

062S0008443722

OWNER OR OCCUPANT

7255 W SUNSET RD APT 2050

LAS VEGAS NV 89113-1911

**RETURN RECEIPT
REQUESTED**

RETURN TO SENDER ATTEMPTED NOT KNOWN
--

89113191100

062S0008443722

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS; FOLD AT DOTTED LINE

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

OWNER OR OCCUPANT
7255 W SUNSET RD APT 2050
LAS VEGAS NV 89113-1911

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent
X ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type ☐ Express Mail
☒ Certified Mail ☐ Return Receipt for Merchandise
☐ Registered ☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number
(Transfer from service label)

7012 2210 0001 6534 1010

PS Form 3811, February 2004

Domestic Return Receipt

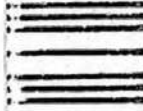
102595-02-M-1540

UNITED LEGAL SERVICES INC.
9484 SOUTH EASTERN AVE #163
LAS VEGAS, NV 89123

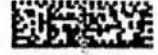
CERTIFIED MAIL™



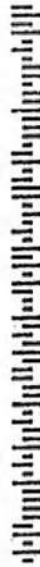
7012 2210 0001 6534 1003



06250008443722



\$6.110
US POSTAGE
FIRST-CLASS
FROM 89123
MAY 28 2013
stamps.com



NEW FREEDOM MORTGAGE CORPORATION
2363 S FOOTHILL DR
SALT LAKE CITY UT 84109-1458

**RETURN RECEIPT
REQUESTED**

NIXIE 841 DE 1040 REF
RETURN TO SENDER
REFUSED
UNABLE TO FORWARD
BC: 89123398784 *26P
89123 @3967

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article addressed to:

NEW FREEDOM MORTGAGE CORPORATION
2363 S FOOTHILL DR
SALT LAKE CITY UT 84109-1458

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent
X ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type ☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2210 0001 6534 1003

psdc Return Receipt

102595-02-M-1540

Name and Address of Sender
UNITED LEGAL SERVICES INC.
 9484 SOUTH EASTERN AVE #163
 LAS VEGAS, NV 89123

Check type of mail or service:

- ☐ Certified
☐ COD
☐ Delivery Confirmation
☐ Express Mail
☐ Insured
☐ Recorded Delivery (International)
☐ Registered
☐ Return Receipt for Merchandise
☐ Signature Confirmation

Affix Stamp Here
 (If issued as a
 certificate of mailing,
 or for additional
 copies of this bill)
 Postmark and
 Date of Receipt

Article Number	Addressee (Name, Street, City, State, & ZIP Code)	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1.	NEW FREEDOM MORTGAGE CORPORATION 2963 S FOOTHILL DR SALT LAKE CITY UT 84109-1458											
2.	OWNER OR OCCUPANT 7255 W SUNSET RD APT 2050 LAS VEGAS NV 89113-1911											
3.	OFFICE OF THE OMBUDSMAN ATTN: ANNE MOORE LAS VEGAS REAL ESTATE DIVISION 2501 EAST SAHARA AVE SUITE 202 LAS VEGAS, NV 89104-4137											
4.	BANK OF AMERICA, N.A. 1757 TAPO CANYON ROAD SUITE 300 SIMI VALLEY CA 93063-3390											
5.	NATIONSTAR MORTGAGE, LLC 350 HIGHLAND DRIVE LEWISVILLE TX 75067-4177											
6.	THE COOPER CASTLE LAW FIRM 820 S. VALLEY VIEW BLVD LAS VEGAS NV 89107-4411											
7.												
8.												
Total Number of Pieces Listed by Sender 6		Total Number of Pieces Received at Post Office 6		Postmaster, Per (Name of receiving employee)								

U.S. POSTAGE
 PAID
 HENDERSON, NV
 89052
 MAY 28 13
 AMOUNT
\$264
 00032844-09



1000



See Privacy Act Statement on Reverse

NV-TU3-03

Complete by Typewriter, Ink, or Ball Point Pen

AFFIDAVIT OF POSTING

STATE OF NEVADA)
)
COUNTY OF CLARK) ss:


Mia Fregeau, being duly sworn, says: That at all times herein affiant was and is over 18 years of age.
That on May 29, 2013, affiant posted a copy of the below listed documents:

- NOTICE OF FORECLOSURE SALE UNDER THE LIEN FOR DELINQUENT ASSESSMENTS
Regarding 7255 W. Sunset Rd Unit 1173, Las Vegas, Nevada 89113
- NOTICE OF FORECLOSURE SALE UNDER THE LIEN FOR DELINQUENT ASSESSMENTS
Regarding 7255 W. Sunset Rd Unit 2018, Las Vegas, Nevada 89113
- NOTICE OF FORECLOSURE SALE UNDER THE LIEN FOR DELINQUENT ASSESSMENTS
Regarding 7255 W. Sunset Rd Unit 2050, Las Vegas, Nevada 89113

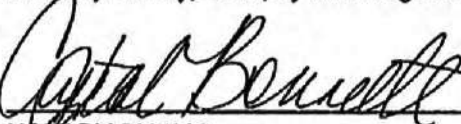
In each the following locations:

- The public board located near the elevators on the first floor of the Regional Justice Center, 200 Lewis Ave., Las Vegas, Nevada 89101
- The public board located in the Clerk of Court's office for the Eighth Judicial District, located on the third floor of the Regional Justice Center, 200 Lewis Ave., Las Vegas, Nevada 89101
- The public board located on the first floor of the Grant Sawyer Building, 555 East Washington Ave., Las Vegas, Nevada 89101

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


MIA FREGEAU

SIGNED and SWORN to before me on
29th day of May, 2013, by Mia Fregeau


NOTARY PUBLIC



AFFIDAVIT OF SERVICE

STATE OF NEVADA)
COUNTY OF CLARK)

ss:

Mia Fregeau, being duly sworn, says: That at all times herein affiant was and is over 18 years of age. That on May 29, 2013, affiant served the below listed documents at the addresses and in the manner stated:

7255 W. Sunset Rd Unit 1173, Las Vegas, Nevada 89113

- NOTICE OF FORECLOSURE SALE UNDER THE LIEN FOR DELINQUENT ASSESSMENTS
- NOTICE TO TENANTS OF THE PROPERTY

by posting the Notices conspicuously on the front door of the residence.

7255 W. Sunset Rd Unit 2018, Las Vegas, Nevada 89113

- NOTICE OF FORECLOSURE SALE UNDER THE LIEN FOR DELINQUENT ASSESSMENTS
- NOTICE TO TENANTS OF THE PROPERTY

by posting the Notices conspicuously on the front door of the residence.

7255 W. Sunset Rd Unit 2050, Las Vegas, Nevada 89113

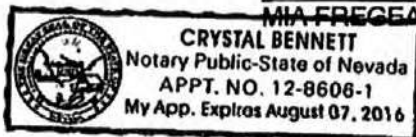
- NOTICE OF FORECLOSURE SALE UNDER THE LIEN FOR DELINQUENT ASSESSMENTS
- NOTICE TO TENANTS OF THE PROPERTY

by posting the Notices conspicuously on the front door of the residence.

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

SIGNED and SWORN to before me on
29th day of May 2013, by Mia Fregeau

NOTARY PUBLIC



MIA FREGEAU

NOTICE OF FORECLOSURE SALE
UNDER THE LIEN FOR
DELINQUENT ASSESSMENTS

WARNING! A SALE OF YOUR PROPERTY IS IMMINENT! UNLESS YOU PAY THE AMOUNT SPECIFIED IN THIS NOTICE BEFORE THE SALE DATE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE. YOU MUST ACT BEFORE THE SALE DATE. IF YOU HAVE ANY QUESTIONS, PLEASE CALL UNITED LEGAL SERVICES INC. AT (702) 617-3263. IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMAN'S OFFICE, NEVADA REAL ESTATE DIVISION, AT (877) 820-9907.

YOU ARE IN DEFAULT UNDER THE LIEN FOR DELINQUENT ASSESSMENTS, notice of which was recorded on April 4, 2012 as Instrument 201204040001017 in the Official Records of the Recorder of Clark County, Nevada ("Official Records"), by the Tuscano Homeowners Association. The Notice of Default and Election to Sell Pursuant to the Lien for Delinquent Assessments was recorded on May 23, 2012 as Instrument 201205290001890 in the Official Records. The property owner(s) of record is/are: New Freedom Mortgage Corporation. The total amount necessary to satisfy the lien as of the proposed sale date is \$7,808.42.

UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT WILL BE SOLD AT PUBLIC SALE. United Legal Services Inc. ("ULS") has the collections file on this account. Any payments to satisfy the lien must be in cash, cashier's check, or wire transfer, and must be actually received by ULS prior to the sale. If payment in full is not received prior to the date/time below, the property will be auctioned. All auction sales are final and late payments will be returned. If you need an explanation of this notice or its contents, you should contact an attorney.

APN: 176-03-510-102
ULS#: NV-TU3-03

NOTICE IS HEREBY GIVEN THAT on June 22, 2013 at 9:00 AM at 8985 S. Eastern Ave, Suite 350, Las Vegas, NV 89123, United Legal Services Inc., as duly authorized agent for sale pursuant to NRS 116, will sell at public auction to the highest bidder, for lawful money of the United States, all right, title, and interest in the property commonly known as: 7255 W Sunset Unit 2050, Las Vegas, Nevada 89113. Payment by the winning bidder must be made at the conclusion of the auction and in cash or a cashier's check drawn on a bank or credit union authorized to do business in the State of Nevada. The sale will be made without covenant or warranty, expressed or implied, regarding, but not limited to, title, possession, encumbrances, or obligations to satisfy any secured or unsecured liens.

Date: May 28, 2013

By: Mia Frogoau
An employee of United Legal Services Inc.
As authorized agent for, and on behalf of, Tuscano Homeowners Association

PUBLISHED
05/31/2013, 06/07/2013 & 06/14/2013

CLARK COUNTY LEGAL NEWS
CLARK & NYE COUNTY, NEVADA
CCLN FILE 130531c.wps

Affidavit of Publication

This is to confirm that, on the aforementioned dates, the attached Legal Notice was published in the Clark County Legal News newspaper, a newspaper of general and subscription circulation in both Clark County, Nevada and Nye County, Nevada.

Per NRS 238.030, the Clark County Legal News newspaper is printed and published in whole or in part in both Clark County and Nye County, Nevada.

WITNESS my hand on this

06-14-13
DATE


MIRANDA DONOVAN,
legal notice director,
Clark County Legal News newspaper

STATE OF NEVADA

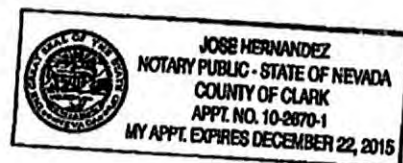
COUNTY OF CLARK

On June 14, 2013, before me,
the undersigned, a Notary Public in and for
said State, personally appeared;

Miranda Donovan,
personally known to me (or proved to me on
the basis of satisfactory evidence) to be the
person whose name is subscribed to the
within instrument, and acknowledged to me
that it was executed by said person.

WITNESS my hand and official seal:


Notary Public in and for said State



RECEIPT OF SALE

United Legal Services Inc.


(702) 617-3263

PROPERTY INFORMATION:	
APN	PROPERTY STREET ADDRESS
176-03-510-102	7255 W SUNSET RD UNIT 2050, LAS VEGAS NV 89113

SALE INFORMATION:	
SALE DATE	WINNING BID AMOUNT (\$):
6/22/13	\$7,800

BUYER INFORMATION:	
BUYER (OR REPRESENTATIVE'S) NAME	CONTACT INFORMATION
Kenneth Berberich	P.O. Box 530541 Henderson NV 89053
VESTING – RECORD TITLE AS SHOWN	West Sunset 2050 Trust

PAYMENT INFORMATION:			
AMOUNT	DRAWN ON (or WIRE FROM)	DATE RECEIVED by AGENT	INITIALS
\$7,800	Ch. Bank	6/24/13	REO

CERTIFICATION OF AGENT:	
I hereby certify that the information above is accurate.	
Signature:	 ROBERT O'DYKE, ESQ.

**ALL SALES OF PROPERTY ARE ON ANY "AS IS" BASIS, WITH NO WARRANTIES,
EXPRESS OR IMPLIED.**

APN: 176-03-510-102

Return document and mail tax statements to:

West Sunset 2050 Trust
P.O. Box 530541
Henderson NV 89053

FORECLOSURE DEED UPON SALE

Foreclosing lienholder **TUSCANO HOMEOWNERS ASSOCIATION**, under power of sale pursuant to NRS Chapter 116, does hereby sell, without warranty, expressed or implied, to:

WEST SUNSET 2050 TRUST

the real property situated in Clark County, Nevada legally described as:

SEE EXHIBIT A ATTACHED FOR LEGAL DESCRIPTION

and commonly known as 7255 W SUNSET RD UNIT 2050, LAS VEGAS NV 89113.

This conveyance is made pursuant to the powers conferred upon Agent by NRS Chapter 116, the foreclosing Association's governing documents (CC&R's), and the notice of the Lien for Delinquent Assessments, recorded on April 4, 2012 as instrument 201204040001017 in the Official Records of the Recorder of Clark County, Nevada. Default occurred as set forth in the Notice of Default and Election to Sell, recorded on May 29, 2012 as instrument 201205290001690 in the Official Records of the Recorder of Clark County, Nevada. All requirements of law have been complied with, including, but not limited to, the elapsing of the 90 days, the mailing of copies of the notice of Lien of Delinquent Assessment, and Notice of Default, and the mailing, posting, and publication of the Notice of Foreclosure Sale. Agent, in compliance with the Notice of Foreclosure Sale and in exercise of its power under NRS § 116.31164, sold the property at public auction on June 22, 2013.

By: _____
Robert Opdyke, Esq.
United Legal Services Inc.
As authorized agent for, and on behalf of, foreclosing Association

STATE OF NEVADA)
COUNTY OF CLARK)

This instrument was acknowledged before me
on June ____, 2013, by: Robert Opdyke.

NOTARY PUBLIC

EXHIBIT A

All that certain real property situated in the County of Clark, State of Nevada, described as follows:

PARCEL ONE (1) - UNITS:

UNIT 2050 IN BUILDING 7 AS SHOWN ON THE FINAL PLAT OF TUSCANO CONDOMINIUMS, A CONDOMINIUM COMMUNITY, RECORDED JANUARY 31, 2005, IN BOOK 122, PAGE 11 OF PLATS, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA (THE "PLAT"), AND

PARCEL TWO (2) - COMMON ELEMENTS:

1/352 INTEREST AS A TENANT-IN-COMMON IN THE COMMON ELEMENTS IN ACCORDANCE WITH AND SUBJECT TO THE TERMS OF THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR TUSCANO TOWNHOMES RECORDED APRIL 5, 2005 IN BOOK 20050405 AS DOCUMENT NO. 0002422 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA (THE "DECLARATION").

EXCEPTING THEREFROM, ALL UNITS SHOWN ON THE PLAT.

RESERVING THEREFROM, THE RIGHT TO USE ANY OF THOSE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS IN THE PLAT AND/OR THE DECLARATION.

FURTHER RESERVING THEREFROM, FOR THE BENEFIT OF THE OWNERS OF ALL UNITS SHOWN ON THE PLAT (EXCEPT THE UNIT REFERRED TO IN PARCEL 1 ABOVE) NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS USE, ENJOYMENT AND OTHER PURPOSES ON, OVER AND ACROSS THE COMMON ELEMENTS, AS DEFINED IN AND SUBJECT TO THE DECLARATION.

PARCEL THREE (3) - APPURTENANT EASEMENTS:

NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS USE, ENJOYMENT AND OTHER PURPOSES ON, OVER AND ACROSS THE COMMON ELEMENTS AS DEFINED IN AND SUBJECT TO THE DECLARATION, WHICH EASEMENTS ARE APPURTENANT TO PARCELS 1,2 ABOVE.

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)

- a. 176-03-510-102
b. _____
c. _____
d. _____

2. Type of Property:

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

FOR RECORDERS OPTIONAL USE ONLY

Book _____ Page: _____

Date of Recording: _____

Notes: _____

3.a. Total Value/Sales Price of Property

\$ _____

b. Deed in Lieu of Foreclosure Only (value of property (_____))

c. Transfer Tax Value: \$ _____

d. Real Property Transfer Tax Due \$ _____

4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090, Section _____

b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: _____ %

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

Signature _____ Capacity: _____

Signature _____ Capacity: _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: United Legal Services Inc.
Address: 9484 S. Eastern Ave. #163
City: Las Vegas
State: NV Zip: 89123

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: West Sunset 2050 Trust
Address: P.O. Box 530541
City: Henderson
State: NV Zip: 89053

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

Print Name: _____ Escrow # _____
Address: _____
City: _____ State: _____ Zip: _____

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

Section 1

Documents from
prior collections agency
(Red Rock Financial Services)

Assessor Parcel Number: 176-03-510-102
File Number: R792725

Accommodation

Inst #: 201204040001017
Fees: \$17.00
N/C Fee: \$0.00
04/04/2012 09:15:46 AM
Receipt #: 1119464
Requestor:
NORTH AMERICAN TITLE
COMPAN
Recorded By: SOL Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

LIEN FOR DELINQUENT ASSESSMENTS

Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.

NOTICE IS HEREBY GIVEN: Red Rock Financial Services, a division of RMI Management LLC, officially assigned as agent by the Tuscano Homeowners Association, herein also called the Association, in accordance with Nevada Revised Statutes 116 and outlined in the Association Covenants, Conditions, and Restrictions, herein also called CC&R's, recorded on 04/05/2006, in Book Number 20060405, as Instrument Number 0002422 and including any and all Amendments and Annexations et. seq., of Official Records of Clark County, Nevada, which have been supplied to and agreed upon by said owner.

Said Association imposes a Lien for Delinquent Assessments on the commonly known property:

7255 W Sunset Rd #2050, Las Vegas, NV 89113

TUSCANO CONDO PLAT BOOK 122 PAGE 11 UNIT 2050 BLDG 7, in the County of Clark

Current Owner(s) of Record:

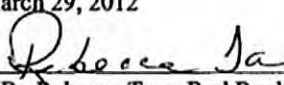
NEW FREEDOM MORTGAGE CORPORATION

The amount owing as of the date of preparation of this lien is **\$2,695.10.

This amount includes assessments, late fees, interest, fines/violations and collection fees and costs.

****** The said amount may increase or decrease as assessments, late fees, interest, fines/violations, collection fees, costs or partial payments are applied to the account.

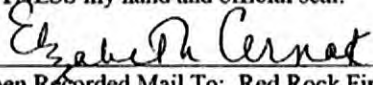
Dated: March 29, 2012

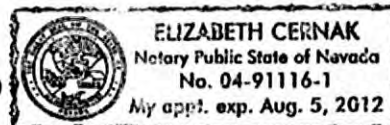

Prepared By Rebecca Tom, Red Rock Financial Services, on behalf of Tuscano Homeowners Association

STATE OF NEVADA)
COUNTY OF CLARK)

On March 29, 2012, before me, personally appeared Rebecca Tom, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


When Recorded Mail To: Red Rock Financial Services
7251 Amigo Street, Suite 100
Las Vegas, Nevada 89119
702-932-6887



Assessor Parcel Number: 176-03-510-102
File Number: R792725
Property Address: 7255 W Sunset Rd #2050
Las Vegas, NV 89113
Title Order Number: 1048078

Inst #: 201205290001690
Fees: \$17.00
N/C Fee: \$0.00
05/29/2012 12:55:19 PM
Receipt #: 1178178
Requestor:
STEWART TITLE LAS VEGAS WAR
Recorded By: SOL Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

**NOTICE OF DEFAULT AND ELECTION TO SELL PURSUANT TO THE
LIEN FOR DELINQUENT ASSESSMENTS**
◆ IMPORTANT NOTICE ◆

Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.

WARNING! IF YOU FAIL TO PAY THE AMOUNT SPECIFIED IN THIS NOTICE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE!

NOTICE IS HEREBY GIVEN: Red Rock Financial Services officially assigned as agent by the Tuscano Homeowners Association, under the Lien for Delinquent Assessments, recorded on 04/04/2012, in Book Number 20120404, as Instrument Number 0001017, reflecting NEW FREEDOM MORTGAGE CORPORATION as the owner(s) of record on said lien, land legally described as TUSCANO CONDO PLAT BOOK 122 PAGE 11 UNIT 2050 BLDG 7, of the Official Records in the Office of the Recorder of Clark County, Nevada, makes known the obligation under the Covenants, Conditions and Restrictions recorded 04/05/2006, in Book Number 20060405, as Instrument Number 0002422, has been breached. As of 12/01/2011 forward, all assessments, whether monthly or otherwise, late fees, interest, Association charges, legal fees and collection fees and costs, less any credits, have gone unpaid.

Above stated, the Association has equipped Red Rock Financial Services with verification of the obligation according to the Covenants, Conditions and Restriction in addition to documents proving the debt, therefore declaring any and all amounts secured as well as due and payable, electing the property to be sold to satisfy the obligation. In accordance with Nevada Revised Statutes 116, no sale date may be set until the ninety-first (91) day after the recorded date or the mailing date of the Notice of Default and Election to Sell. As of May 23, 2012, the amount owed is \$ 4,018.40. This amount will continue to increase until paid in full.

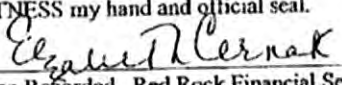

Prepared By Rebecca Tom, Red Rock Financial Services, on behalf of Tuscano Homeowners Association

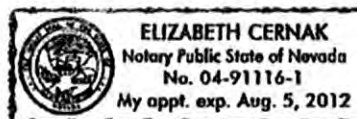
Dated: May 23, 2012

STATE OF NEVADA)
COUNTY OF CLARK)

On May 23, 2012, before me, personally appeared Rebecca Tom, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


When Recorded Red Rock Financial Services
Mail To: 7251 Amigo Street, Suite 100
Las Vegas, Nevada 89119
702-932-6887





Detailed Invoice of Collection Fees and Costs

Information as of: May 23, 2013

* Include invoice number on check, as well as a copy of this invoice with payment.
Please make all checks payable to Red Rock Financial Services.

Bill To: Tuscano Homeowners Association
C/O RMI Management
630 Trade Center Drive, Suite 100
Las Vegas, NV 89119 USA

For Collection Services: 7255 W Sunset Rd #2050
Las Vegas, NV 89113 USA

Account/Invoice Number: 792725
Balance Due: \$1,756.82

Date	Description	Fee Charged	Fee Open
02/24/2012	Intent to Lien Letter	\$125.00	\$125.00
02/24/2012	Mailing Costs	\$8.97	\$8.97
02/24/2012	Mailing Costs	\$8.97	\$8.97
03/29/2012	Mailing Costs	\$8.97	\$8.97
03/29/2012	Lien for Delinquent Assessment	\$275.00	\$275.00
03/29/2012	Lien Release	\$33.00	\$33.00
03/29/2012	Lien Recording Costs	\$31.00	\$31.00
03/29/2012	Mailing Costs	\$8.97	\$8.97
04/09/2013	Intent to Conduct Foreclosure	\$25.00	\$25.00
05/11/2012	Intent to NOD	\$90.00	\$90.00
05/23/2012	Notice of Default	\$375.00	\$375.00
05/23/2012	NOD Release	\$30.00	\$30.00
05/23/2012	Trustee Sale Guarantee	\$320.00	\$320.00
05/23/2012	NOD Recording Costs	\$22.00	\$22.00
05/23/2012	NOD Release Recording Costs	\$22.00	\$22.00
05/23/2012	NOD Mailing Costs	\$89.70	\$17.94
08/10/2012	Payoff Demand	\$150.00	\$150.00
08/30/2012	Intent to NOS	\$90.00	\$90.00
12/01/2011	Association Setup Fee Resale	\$115.00	\$115.00
Balance Due upon receipt:			\$1,756.82



Red Rock Financial Services
Account Detail
Information as of: May 23, 2013
Tuscano Homeowners Association

Red Rock Financial Service

Account Number: 792725
Property Address: 7255 W Sunset Rd #2050, Las Vegas, NV 89113
Homeowner(s): New Freedom Mortgage Corporation; New Freedom Mortgage Corporation

Date	Description	Amount	Balance	Pmt Ref #	Memo
12/1/2011	Monthly Assessment	\$1,476.00	\$1,476.00		Monthly Assessment
12/1/2011	Late Fees	\$45.00	\$1,521.00		Late Fees
12/1/2011	Association Setup Fee Resale	\$115.00	\$1,636.00		Account Setup Fee Resale
12/10/2011	Late Fees	\$15.00	\$1,651.00		Late Fees
1/1/2012	Monthly Assessment	\$164.00	\$1,815.00		Monthly Assessment
1/10/2012	Late Fees	\$15.00	\$1,830.00		Late Fees
2/1/2012	Monthly Assessment	\$164.00	\$1,994.00		Monthly Assessment
2/10/2012	Late Fees	\$15.00	\$2,009.00		Late Fees
2/24/2012	Intent to Lien Letter	\$125.00	\$2,134.00		
2/24/2012	Mailing Costs	\$8.97	\$2,142.97		
2/24/2012	Mailing Costs	\$8.97	\$2,151.94		
3/1/2012	Monthly Assessment	\$164.00	\$2,315.94		Monthly Assessment
3/1/2012	Association Interest	\$7.22	\$2,323.16		
3/10/2012	Late Fees	\$15.00	\$2,338.16		Late Fees
3/29/2012	Mailing Costs	\$8.97	\$2,347.13		
3/29/2012	Lien for Delinquent Assessment	\$275.00	\$2,622.13		
3/29/2012	Lien Release	\$33.00	\$2,655.13		
3/29/2012	Lien Recording Costs	\$31.00	\$2,686.13		
3/29/2012	Mailing Costs	\$8.97	\$2,695.10		
4/1/2012	Monthly Assessment	\$164.00	\$2,859.10		Monthly Assessment
4/1/2012	Association Interest	\$7.94	\$2,867.04		
4/10/2012	Late Fees	\$15.00	\$2,882.04		Late Fees
4/29/2012	Association Interest	\$8.66	\$2,890.70		
5/1/2012	Monthly Assessment	\$164.00	\$3,054.70		Monthly Assessment
5/10/2012	Late Fees	\$15.00	\$3,069.70		Late Fees



Red Rock Financial Services
Account Detail
 Information as of: May 23, 2013
 Tuscano Homeowners Association

Red Rock Financial Service

Account Number: 792725
Property Address: 7255 W Sunset Rd #2050, Las Vegas, NV 89113
Homeowner(s): New Freedom Mortgage Corporation; New Freedom Mortgage Corporation

5/11/2012	Intent to NOD	\$90.00	\$3,159.70	
5/23/2012	Notice of Default	\$375.00	\$3,534.70	
5/23/2012	NOD Release	\$30.00	\$3,564.70	
5/23/2012	Trustee Sale Guarantee	\$320.00	\$3,884.70	
5/23/2012	NOD Recording Costs	\$22.00	\$3,906.70	
5/23/2012	NOD Release Recording Costs	\$22.00	\$3,928.70	
5/23/2012	NOD Mailing Costs	\$89.70	\$4,018.40	
5/23/2012	NOD Mailing Charges Adjustment	(\$71.76)	\$3,946.64	
5/30/2012	Association Interest	\$9.38	\$3,956.02	
6/1/2012	Monthly Assessment	\$164.00	\$4,120.02	Monthly Assessment
6/10/2012	Late Fees	\$15.00	\$4,135.02	Late Fees
6/29/2012	Association Interest	\$10.10	\$4,145.12	
7/1/2012	Monthly Assessment	\$164.00	\$4,309.12	Monthly Assessment
7/10/2012	Late Fees	\$15.00	\$4,324.12	Late Fees
7/30/2012	Association Interest	\$10.82	\$4,334.94	
8/1/2012	Monthly Assessment	\$164.00	\$4,498.94	Monthly Assessment
8/10/2012	Payoff Demand	\$150.00	\$4,648.94	Bank of America
8/10/2012	Late Fees	\$15.00	\$4,663.94	Late Fees
8/30/2012	Intent to NOS	\$90.00	\$4,753.94	
8/30/2012	Association Interest	\$11.54	\$4,765.48	
9/1/2012	Monthly Assessment	\$164.00	\$4,929.48	Monthly Assessment
9/10/2012	Late Fees	\$15.00	\$4,944.48	Late Fees
9/29/2012	Association Interest	\$12.26	\$4,956.74	
10/1/2012	Monthly Assessment	\$164.00	\$5,120.74	Monthly Assessment
10/10/2012	Late Fees	\$15.00	\$5,135.74	Late Fees
10/30/2012	Association Interest	\$12.98	\$5,148.72	



Red Rock Financial Services
Account Detail
 Information as of: May 23, 2013
 Tuscano Homeowners Association

Red Rock Financial Service

Account Number: 792725
Property Address: 7255 W Sunset Rd #2050, Las Vegas, NV 89113
Homeowner(s): New Freedom Mortgage Corporation; New Freedom Mortgage Corporation

11/1/2012	Monthly Assessment	\$164.00	\$5,312.72	Monthly Assessment
11/10/2012	Late Fees	\$15.00	\$5,327.72	Late Fees
11/29/2012	Association Interest	\$13.70	\$5,341.42	
12/1/2012	Monthly Assessment	\$164.00	\$5,505.42	Monthly Assessment
12/10/2012	Late Fees	\$15.00	\$5,520.42	Late Fees
12/30/2012	Association Interest	\$14.42	\$5,534.84	
1/1/2013	Monthly Assessment	\$164.00	\$5,698.84	Monthly Assessment
1/10/2013	Late Fees	\$15.00	\$5,713.84	Late Fees
1/29/2013	Association Interest	\$15.14	\$5,728.98	
2/1/2013	Monthly Assessment	\$164.00	\$5,892.98	Monthly Assessment
3/1/2013	Monthly Assessment	\$164.00	\$6,056.98	Monthly Assessment
3/1/2013	Assessment	\$15.86	\$6,072.84	
3/10/2013	Late Fees	\$15.00	\$6,087.84	Late Fees
4/1/2013	Monthly Assessment	\$164.00	\$6,251.84	Monthly Assessment
4/1/2013	Association Interest	\$16.58	\$6,268.42	
4/9/2013	Intent to Conduct Foreclosure	\$25.00	\$6,293.42	
4/10/2013	Late Fees	\$15.00	\$6,308.42	Late Fees
5/1/2013	Monthly Assessment	\$164.00	\$6,472.42	Monthly Assessment
5/10/2013	Late Fees	\$15.00	\$6,487.42	Late Fees



Red Rock Financial Services
Account Detail
Information as of: May 23, 2013
Tuscano Homeowners Association

Red Rock Financial Service

Account Number: 792725

Property Address: 7255 W Sunset Rd #2050, Las Vegas, NV 89113

Homeowner(s): New Freedom Mortgage Corporation; New Freedom Mortgage Corporation

Balance Summary

Association

Charges

Assessment	\$15.86
Association Interest	\$150.74
Late Fees	\$300.00
Monthly Assessment	\$4,264.00

Credits

Assessment	\$0.00
Association Interest	\$0.00
Late Fees	\$0.00
Monthly Assessment	\$0.00

Balance: \$4,730.60

RRFS

Charges

Intent to Conduct Foreclosure	\$25.00
Intent to Lien Letter	\$125.00
Intent to NOD	\$90.00
Intent to NOS	\$90.00
Lien for Delinquent Assessment	\$275.00
Lien Recording Costs	\$31.00
Lien Release	\$33.00
Mailing Costs	\$35.88



Red Rock Financial Services
Account Detail
Information as of: May 23, 2013
Tuscano Homeowners Association

Red Rock Financial Service

Account Number: 792725

Property Address: 7255 W Sunset Rd #2050, Las Vegas, NV 89113

Homeowner(s): New Freedom Mortgage Corporation; New Freedom Mortgage Corporation

NOD Mailing Costs	\$89.70
NOD Release	\$30.00
NOD Release Recording Costs	\$22.00
Notice of Default	\$375.00
Payoff Demand	\$150.00

Credits

Intent to Conduct Foreclosure	\$0.00
Intent to Lien Letter	\$0.00
Intent to NOD	\$0.00
Intent to NOS	\$0.00
Lien for Delinquent Assessment	\$0.00
Lien Recording Costs	\$0.00
Lien Release	\$0.00
Mailing Costs	\$0.00
NOD Mailing Costs	\$71.76
NOD Release	\$0.00
NOD Release Recording Costs	\$0.00
Notice of Default	\$0.00
Payoff Demand	\$0.00

Balance: \$1,299.82

Title

Charges

NOD Recording Costs	\$22.00
Trustee Sale Guarantee	\$320.00

© RED ROCK FINANCIAL SERVICES 4775 W. Teco Avenue, Suite 140, Las Vegas, NV 89118 Phone (702) 932-6887 Fax (702) 341-7733
Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.

Information as of 05/23/13

Page 5 of 6

0146



Red Rock Financial Services
Account Detail
Information as of: May 23, 2013
Tuscano Homeowners Association

Red Rock Financial Service

Account Number: 792725
Property Address: 7255 W Sunset Rd #2050, Las Vegas, NV 89113
Homeowner(s): New Freedom Mortgage Corporation; New Freedom Mortgage Corporation

Credits

NOD Recording Costs	\$0.00
Trustee Sale Guarantee	\$0.00

Balance: \$342.00

Publishing

Charges

Credits

Balance: \$0.00

Miscellaneous Charges

Charges

Association Setup Fee Resale	\$115.00
------------------------------	----------

Credits

Association Setup Fee Resale	\$0.00
------------------------------	--------

Balance: \$115.00

Open Credits

\$0.00

Balance: \$0.00

Total: \$6,487.42

Section 2

Documents from land records

DATE 5-11-15 EXHIBIT D
WITNESS: Atkinson
PAGE(S)
Kele R. Smith, CCR No. 672 0148

Search Results

You searched under: **Parcel Number**, for: **176-03-510-102**, with the document types of: **ALL DOCUMENTS**, between: **1/1/1900** and **5/17/2013**

Records found: 10

Refresh								
First Party Name	First Cross Party Name	Instrument #	Document Type	Modifier	Record Date	Parcel #	Remarks	Total Value
<u>TUSCANO CONDOMINIUMS LLC</u>	TABLANTE, STEPHANIE	200512070002366	DEED		12/7/2005 9:54:01 AM	176-03 -510-102		\$196,400.00
<u>TABLANTE, STEPHANIE</u>	NEW FREEDOM MORTGAGE CORPORATION	200512070002367	DEED OF TRUST		12/7/2005 9:54:01 AM	176-03 -510-102		
<u>TABLANTE, STEPHANIE</u>		200602060002436	HOMESTEAD		2/6/2006 2:50:49 PM	176-03 -510-102		
<u>TABLANTE, STEPHANIE</u>	NEW FREEDOM MORTGAGE CORPORATION	201103030003444	DEED IN LIEU OF FORECLOSURE		3/3/2011 1:40:52 PM	176-03 -510-102	PAPER OVER 10 POUNDS	\$165,850.63
<u>TABLANTE, STEPHANIE</u>	NEW FREEDOM MORTGAGE CORPORATION	201106210002567	DEED		6/21/2011 1:48:06 PM	176-03 -510-102	NOTARY STAMP IN LEFT MARGIN PG 5	\$0.00
<u>MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC</u>	BAC HOME LOANS SERVICING LP	201107290000895	ASSIGNMENT		7/29/2011 9:30:03 AM	176-03 -510-102		\$0.00
<u>EFFECTIVE DATE 8/10/2011 BANK OF AMERICA NA</u>	COOPER CASTLE LAW FIRM LLP A MULTI-JURISDICTIONAL LAW FIRM	201202020000943	SUBSTITUTION	TRUSTEE	2/2/2012 12:21:18 PM	176-03 -510-102	BLUE INK AND WRITING IN RIGHT MARGIN.	\$0.00
<u>NEW FREEDOM MORTGAGE CORPORATION</u>	TUSCANO HOMEOWNERS ASSOCIATION	201204040001017	LIEN		4/4/2012 9:15:46 AM	176-03 -510-102		\$0.00
<u>NEW FREEDOM MORTGAGE CORPORATION</u>	TUSCANO HOMEOWNERS ASSOCIATION	201205290001690	DEFAULT		5/29/2012 12:55:19 PM	176-03 -510-102		\$0.00
<u>TABLANTE, STEPHANIE</u>	NATIONSTAR MORTGAGE LLC	201303200000887	ASSIGNMENT		3/20/2013 8:28:50 AM	176-03 -510-102		\$0.00

GENERAL INFORMATION	
PARCEL NO.	176-03-510-102
OWNER AND MAILING ADDRESS	NEW FREEDOM MORTGAGE CORPORATION 2363 S FOOTHILL DR SALT LAKE CITY UT 84109-1458
LOCATION ADDRESS CITY/UNINCORPORATED TOWN	7255 W SUNSET RD 2050 SPRING VALLEY
ASSESSOR DESCRIPTION	TUSCANO CONDO PLAT BOOK 122 PAGE 11 UNIT 2050 BLDG 7 SEC 03 TWP 22 RNG 60
RECORDED DOCUMENT NO.	* 20110621:02567
RECORDED DATE	06/21/2011
VESTING	NO STATUS

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

ASSESSMENT INFORMATION AND SUPPLEMENTAL VALUE	
TAX DISTRICT	417
APPRAISAL YEAR	2012
FISCAL YEAR	12-13
SUPPLEMENTAL IMPROVEMENT VALUE	0
SUPPLEMENTAL IMPROVEMENT ACCOUNT NUMBER	N/A

REAL PROPERTY ASSESSED VALUE		
FISCAL YEAR	2012-13	2013-14
LAND	4900	4900
IMPROVEMENTS	14015	17248
PERSONAL PROPERTY	0	0
EXEMPT	0	0
GROSS ASSESSED (SUBTOTAL)	18915	22148
TAXABLE LAND+IMP (SUBTOTAL)	54043	63280
COMMON ELEMENT ALLOCATION ASSD	0	0
TOTAL ASSESSED VALUE	18915	22148
TOTAL TAXABLE VALUE	54043	63280

ESTIMATED LOT SIZE AND APPRAISAL INFORMATION	
ESTIMATED SIZE	0.00 Acres
ORIGINAL CONST. YEAR	2001
LAST SALE PRICE MONTH/YEAR	165850 03/11
LAND USE	1-70 RESIDENTIAL CONDOMINIUM
DWELLING UNITS	1

PRIMARY RESIDENTIAL STRUCTURE					
TOTAL LIVING SQ. FT.	1046	CARPORT SQ. FT.	0	ADDN/CONV	NONE
1ST FLOOR SQ. FT.	1046	STORIES	MULTI-FAM (1)	POOL	NO
2ND FLOOR SQ. FT.	0	BEDROOMS	2	SPA	NO
BASEMENT SQ. FT.	0	BATHROOMS	2 FULL	TYPE OF CONSTRUCTION	FRAME STUCCO
GARAGE SQ. FT.	0	FIREPLACE	0	ROOF TYPE	CONCRETE TILE
CASITA SQ. FT.*	0				

*Note: Casita square footage not included in Total Living square footage.

20051207-0002366

Fee: \$17.00 RPTT: \$1,002.15
N/C Fee: \$0.00

12/07/2005 09:54:01
T20050220961

Requestor:
FIRST AMERICAN TITLE COMPANY OF NEVADA

Frances Deane PUN
Clark County Recorder Pgs: 4

A.P.N.: 176-03-510-102
File No: 101-2237055 (SC)
R.P.T.T.: \$1,002.16

When Recorded Mail To: Mail Tax Statements To:
Stephanie Tablante
7255 West Sunset Road Unit 2050
Las Vegas, NV 89113

us

(4)

GRANT, BARGAIN and SALE DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Tuscano Condominiums LLC., a Nevada limited liability company

do(es) hereby *GRANT, BARGAIN and SELL* to

Stephanie Tablante, a single woman

the real property situate in the County of Clark, State of Nevada, described as follows:

PARCEL ONE (1) - UNITS:

UNIT 2050 IN BUILDING 7 AS SHOWN ON THE FINAL PLAT OF TUSCANO CONDOMINIUMS, A CONDOMINIUM COMMUNITY, RECORDED JANUARY 31, 2005, IN BOOK 122, PAGE 11 OF PLATS, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA (THE "PLAT"), AND

PARCEL TWO (2) - COMMON ELEMENTS:

1/352 INTEREST AS A TENANT-IN-COMMON IN THE COMMON ELEMENTS IN ACCORDANCE WITH AND SUBJECT TO THE TERMS OF THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR TUSCANO TOWNHOMES RECORDED APRIL 5, 2005 IN BOOK 20050405 AS DOCUMENT NO. 0002422 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA (THE "DECLARATION").

EXCEPTING THEREFROM, ALL UNITS SHOWN ON THE PLAT.

RESERVING THEREFROM, THE RIGHT TO USE ANY OF THOSE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS IN THE PLAT AND/OR THE DECLARATION.

FURTHER RESERVING THEREFROM, FOR THE BENEFIT OF THE OWNERS OF ALL UNITS SHOWN ON THE PLAT (EXCEPT THE UNIT REFERRED TO IN PARCEL 1 ABOVE) NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS USE, ENJOYMENT AND OTHER PURPOSES ON, OVER AND ACROSS THE COMMON ELEMENTS, AS DEFINED IN AND SUBJECT TO THE DECLARATION.

PARCEL THREE (3) - APPURTENANT EASEMENTS:

NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS USE, ENJOYMENT AND OTHER PURPOSES ON, OVER AND ACROSS THE COMMON ELEMENTS AS DEFINED IN AND SUBJECT TO THE DECLARATION, WHICH EASEMENTS ARE APPURTENANT TO PARCELS 1, 2 ABOVE.

Subject to


1. All general and special taxes for the current fiscal year.
2. Covenants, Conditions, Restrictions, Reservations, Rights, Rights of Way and Easements now of record.

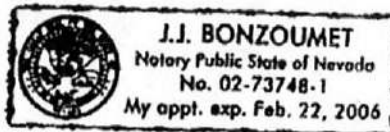
TOGETHER with all tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof.

Date: 12/02/2005

By: Ken Baxter, Member

This instrument was acknowledged before me on 12/2/05 by
Tuscano Condominiums LLC, a Nevada Limited Liability Company by Ken Baxter,
Member.


Notary Public
(My commission expires: 2/22/04)



**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)

- a) 176-03-510-102
b) _____
c) _____
d) _____

2. Type of Property

- a) ☐ Vacant Land b) ☐ Single Fam. Res. 48
c) ☒ Condo/Twnhse d) ☐ 2-4 Plex
e) ☐ Apt. Bldg. f) ☐ Comm'l/Ind'l
g) ☐ Agricultural h) ☐ Mobile Home
i) ☐ Other _____

FOR RECORDERS OPTIONAL USE

Book _____ Page: _____
Date of Recording: _____
Notes: _____

3. Total Value/Sales Price of Property: \$196,400.00
Deed in Lieu of Foreclosure Only (value of property) (\$ _____)
Transfer Tax Value: \$196,400.00
Real Property Transfer Tax Due \$1,002.15

4. If Exemption Claimed:

- a. Transfer Tax Exemption, per 375.090, Section: _____
b. Explain reason for exemption: _____

5. Partial Interest: Percentage being transferred: 100 %

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

Signature: [Signature] Capacity: Agent
Signature: _____ Capacity: _____

SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: Tusciano Condominiums LLC.
Address: 630 Trade Center Drive
City: Las Vegas
State: NV Zip: 89119

BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: Stephanie Tablante
Address: 7255 West Sunset Road
City: Las Vegas
State: NV Zip: 89113

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

First American Title Company of

Print Name: Nevada File Number: 101-2237055 SC/SRF
Address: 2490 Paseo Verde Parkway #100
City: Henderson State: NV Zip: 89074

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

23rd

Cl-1

Inst #: 201106210002567

Fees: \$18.00 N/C Fee: \$25.00

RPTT: \$0.00 Ex: #003

06/21/2011 01:48:06 PM

Receipt #: 819251

Requestor:

JOHN PETER LEE LTD

Recorded By: JRV Pgs: 6

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN # 176-03-510-102

Re-recorded to correct legal description
(Deed in Lieu of Foreclosure)

RE-RECORDED

Recording requested by:

JOHN PETER LEE, LTD.

Return to:

John Peter Lee, Ltd.
830 Las Vegas Boulevard South
Las Vegas, NV 89101

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

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

Inst #: 201103030003444

Fees: \$17.00 N/C Fee: \$25.00

RPTT: \$499.80 Ex: #

03/03/2011 01:40:52 PM

Receipt #: 694986

Requestor:

JOHN PETER LEE LTD

Recorded By: JRV Pgs: 5

DEBBIE CONWAY

CLARK COUNTY RECORDER

(5-1)

APN # 176-03-510-102

Deed in Lieu of Foreclosure

Recording requested by:

JOHN PETER LEE, LTD.

Return to:

John Peter Lee, Ltd.
830 Las Vegas Boulevard South
Las Vegas, NV 89101

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

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

APN 176-03-510-102

The undersigned hereby affirms that
there is no Social Security number
contained in this document.

WHEN RECORDED, RETURN TO:

New Freedom Mortgage Corporation
2363 South Foothill Drive
Salt Lake City, UT 84109

GRANTEE/MAIL TAX STATEMENTS TO:

New Freedom Mortgage Corporation
2363 South Foothill Drive
Salt Lake City, UT 84109

DEED IN LIEU OF FORECLOSURE

THIS INDENTURE, made and entered into this 21st day of June, 2011, by and between
Stephanie Tablante, party of the first part, and New Freedom Mortgage Corporation, its successors
and assigns, party of the second part.

WITNESSETH

That the said party of the first part for valuable consideration conveys to the party of the
second part, all that certain real property situate in Clark County, State of Nevada, described as
follows:

PARCEL ONE (1) - UNITS:

**UNIT 2050 IN BUILDING 7 AS SHOWN ON THE FINAL PLAT OF TUSCANO
CONDOMINIUMS, A CONDOMINIUM COMMUNITY, RECORDED JANUARY 31, 2005,
IN BOOK 122, PAGE 11 OF PLATS, IN THE OFFICE OF THE COUNTY RECORDER OF
CLARK COUNTY, NEVADA (THE "PLATE"), AND**

PARCEL TWO (2) - COMMON ELEMENTS:

1/352 INTEREST AS A TENANT - IN - COMMON IN THE COMMON ELEMENTS IN ACCORDANCE WITH AND SUBJECT TO THE TERMS OF THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR TUSCANO TOWNHOMES RECORDED APRIL 5, 2005 IN BOOK 20050405 AS DOCUMENT NO. 0002422 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA (THE "DECLARATION").

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FURTHER RESERVING THEREFROM, FOR THE BENEFIT OF THE OWNERS OF ALL UNITS SHOWN ON THE PLAT (EXCEPT THE UNIT REFERRED TO IN PARCEL 1 ABOVE) NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS USE ENJOYMENT AND OTHER PURPOSES ON, OVER AND ACROSS THE COMMON ELEMENTS, AS DEFINED IN AND SUBJECT TO THE DECLARATION.

PARCEL THREE (3) - APPURTENANT EASEMENTS:

NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS USE, ENJOYMENT AND OTHER PURPOSES ON, OVER AND ACROSS THE COMMON ELEMENTS AS DEFINED IN AND SUBJECT TO THE DECLARATION, WHICH EASEMENTS ARE APPURTENANT TO PARCELS 1,2 ABOVE.

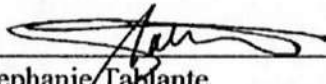
TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging or appertaining , and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD the said premises, together with the appurtenances, unto the said party of the second part, and to the assigns and transferees of the said party of the second part forever.

THIS DEED is an absolute conveyance, the party of the first part having sold said land to the party of the second part for a fair and adequate consideration, such consideration being full satisfaction of all obligations secured by the Deeds of Trust executed by the party of the first part to

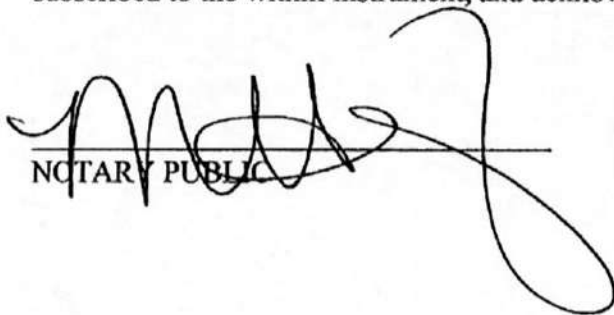
New Freedom Mortgage Corporation, trustee for party of the second part, beneficiary, Mortgage Electronic Registration Systems, Inc. ("MERS"), P.O. Box 2026, Flint, MI 48501-2026 nominee for lender, New Freedom Mortgage Corporation and recorded on December 7, 2005, in the Official Records of the Clark County Recorder's Office, Las Vegas, Nevada as Document Number 200512070002367. Party of the first part declares that this conveyance is voluntarily and freely and fairly made and that there are no agreements, oral or written, other than this deed between the parties hereto with respect to the property hereby conveyed.

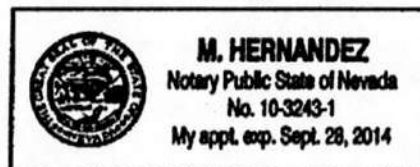
IN WITNESS WHEREOF the party of the first part has executed this Deed in Lieu of Foreclosure the day and year first hereinabove written.


Stephanie Tablante

STATE OF NEVADA)
) SS.:
COUNTY OF CLARK)

On June 21st, 2011, before me the undersigned, a Notary Public in and for said County and State, personally appeared Stephanie Tablante, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.


NOTARY PUBLIC



STATE OF NEVADA
DECLARATION OF VALUE FORM

1. Assessor Parcel Number(s)

a. 176-03-510-102
b. _____
c. _____
d. _____

2. Type of Property:

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

FOR RECORDER'S OPTIONAL USE ONLY

Book: _____ Page: _____

Date of Recording: _____

Notes: _____

3. a. Total Value/Sales Price of Property

\$ 165,850.63

b. Deed in Lieu of Foreclosure Only (value of property)

(67,977.00)

c. Transfer Tax Value:

\$ 99,873.00

d. Real Property Transfer Tax Due

\$ ~~499.80~~ 773

4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090, Section 3

b. Explain Reason for Exemption: Re-Recording to add legal description #201103030003444

5. Partial Interest: Percentage being transferred: _____ %

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

Signature [Signature]

Capacity seller

Signature _____

Capacity _____

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

Print Name: Stephanie Tablante

Address: 9037 Loggers Mile Ave.

City: Las Vegas

State: NV Zip: 89143

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

Print Name: New Freedom Mortgage Corp

Address: 2363 South Foothill Dr.

City: Salt Lake City

State: UT Zip: 84109

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

Print Name: John Peter Lee, Ltd.

Escrow #: _____

Address: 830 Las Vegas Blvd., South

City: Las Vegas

State: NV Zip: 89101

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

Inst #: 201103030003444

Fees: \$17.00 N/C Fee: \$25.00

RPTT: \$499.80 Ex: #

03/03/2011 01:40:52 PM

Receipt #: 694986

Requestor:

JOHN PETER LEE LTD

Recorded By: JRV Pgs: 5

DEBBIE CONWAY

CLARK COUNTY RECORDER

CS-1

APN # 176-03-510-102

Deed in Lieu of Foreclosure

Recording requested by:

JOHN PETER LEE, LTD.

Return to:

John Peter Lee, Ltd.
830 Las Vegas Boulevard South
Las Vegas, NV 89101

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

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

APN 176-03-510-102

The undersigned hereby affirms that
there is no Social Security number
contained in this document.

WHEN RECORDED, RETURN TO:

New Freedom Mortgage Corporation
2363 South Foothill Drive
Salt Lake City, UT 84109

GRANTEE/MAIL TAX STATEMENTS TO:

New Freedom Mortgage Corporation
2363 South Foothill Drive
Salt Lake City, UT 84109

DEED IN LIEU OF FORECLOSURE

THIS INDENTURE, made and entered into this 5th day of March, 2011, by and between
Stephanie Tablante, party of the first part, and New Freedom Mortgage Corporation, its successors
and assigns, party of the second part.

WITNESSETH

That the said party of the first part for valuable consideration conveys to the party of the
second part, all that certain real property situate in Clark County, State of Nevada, described as
follows:

APN: 176-03-510-102
7255 W. Sunset Road, # 2050
Las Vegas, Nevada 89113

TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging or appertaining , and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD the said premises, together with the appurtenances, unto the said party of the second part, and to the assigns and transferees of the said party of the second part forever.

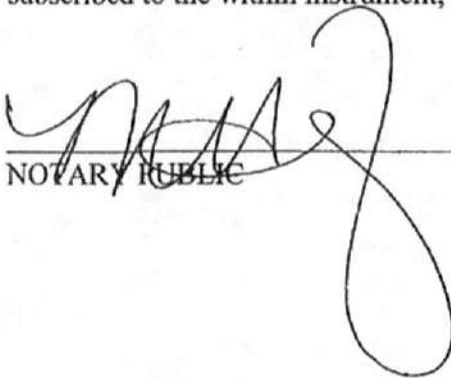
THIS DEED is an absolute conveyance, the party of the first part having sold said land to the party of the second part for a fair and adequate consideration, such consideration being full satisfaction of all obligations secured by the Deeds of Trust executed by the party of the first part to New Freedom Mortgage Corporation, trustee for party of the second part, beneficiary, Mortgage Electronic Registration Systems, Inc. ("MERS"), P.O. Box 2026, Flint, MI 48501-2026 nominee for lender, New Freedom Mortgage Corporation and recorded on December 7, 2005, in the Official Records of the Clark County Recorder's Office, Las Vegas, Nevada as Document Number 200512070002367. Party of the first part declares that this conveyance is voluntarily and freely and fairly made and that there are no agreements, oral or written, other than this deed between the parties hereto with respect to the property hereby conveyed.

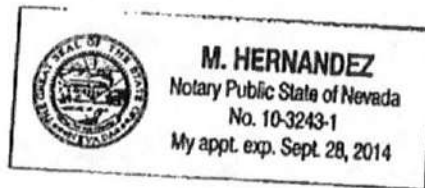
IN WITNESS WHEREOF the party of the first part has executed this Deed in Lieu of
Foreclosure the day and year first hereinabove written.


Stephanie Tablante

STATE OF Nevada
COUNTY OF Clark) SS.:

On March 1st, 2011, before me the undersigned, a Notary Public in and for said County and State, personally appeared Stephanie Tablante, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.


NOTARY PUBLIC



**STATE OF NEVADA
DECLARATION OF VALUE FORM**

1. Assessor Parcel Number(s)

a. 176-03-510-102
b. _____
c. _____
d. _____

2. Type of Property:

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

FOR RECORDER'S OPTIONAL USE ONLY

Book: _____ Page: _____

Date of Recording: _____

Notes: _____

3. a. Total Value/Sales Price of Property \$ 165,850.63
b. Deed in Lieu of Foreclosure Only (value of property) (67,977.00)
c. Transfer Tax Value: \$ 99,873.00
d. Real Property Transfer Tax Due \$ ~~510.00~~ 499.80 m.m.

4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090, Section _____
b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: _____ %

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

Signature  Capacity Seller Home

Signature _____ Capacity _____

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

Print Name: Stephanie Tablante
Address: 9037 Loggers Mile Ave.
City: Las Vegas
State: NV Zip: 89143

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

Print Name: New Freedom Mortgage Corp.
Address: 2363 South Foothill Drive
City: Salt Lake City
State: UT Zip: 84109

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

Print Name: John Peter Lee, Ltd. Escrow #: _____
Address: 830 Las Vegas Blvd., South
City: Las Vegas State: NV Zip: 89101

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

Recording Requested By:
Bank of America
Prepared By: Srbui Muradyan
888-603-9011
When recorded mail to:
CoreLogic
450 E. Boundary St.
Attn: Release Dept.
Chapin, SC 29036



DocID# 16910692327163615
Tax ID: 176-03-510-102
Property Address:
7255 W Sunset Rd Unit 2050
Las Vegas, NV 89113-1911
NV0-ADT 14411205 7/25/2011

Inst #: 201107290000895

Fees: \$15.00

N/C Fee: \$0.00

07/29/2011 09:30:03 AM

Receipt #: 862036

Requestor:

CORELOGIC

Recorded By: MSH Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

This space for Recorder's use

MIN #: 1000360-0000275964-1

MERS Phone #: 888-679-6377

ASSIGNMENT OF DEED OF TRUST

For Value Received, the undersigned holder of a Deed of Trust (herein "Assignor") whose address is 3300 S.W. 34TH AVENUE, SUITE 101 OCALA, FL 34474 does hereby grant, sell, assign, transfer and convey unto BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING LP whose address is 400 NATIONAL WAY, SIMI VALLEY, CA 93065 all beneficial interest under that certain Deed of Trust described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Deed of Trust.

Original Lender: NEW FREEDOM MORTGAGE CORPORATION

Made By: STEPHANIE TABLANTE, A SINGLE WOMAN

Trustee: FIRST AMERICAN TITLE CO. OF NEVADA

Date of Deed of Trust: 11/29/2005 Original Loan Amount: \$176,760.00

Recorded in Clark County, NV on: 12/7/2005, book 20051207, page 0002367 and instrument number N/A

I the undersigned hereby affirm that this document submitted for recording does not contain the social security number of any person or persons.

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Deed of Trust to be executed on

7/28/11

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC.

By: 

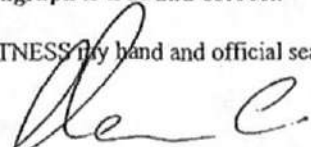
Chester Levings, Assistant Secretary

State of California
County of Ventura

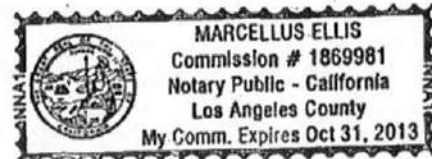
On 07/28/11 before me, MARCELLUS ELLIS, Notary Public, personally appeared Chester Levings, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~^{they} executed the same in his/~~her~~^{their} authorized capacity(~~ies~~), and that by his/~~her~~^{their} signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.


Notary Public: MARCELLUS ELLIS
My Commission Expires: 10/31/13

(Seal)



BORROWER : STEPHANIE TABLANTE

When Recorded Mail To:
The Cooper Castle Law Firm
820 S. Valley View Blvd.
Las Vegas, Nevada 89107
Attn.: Jessica Chester

T.S. No.: 11-08-31196-NV
APN: 176-03-510-102
TITLE REPORT No.: 5817079

Inst #: 201202020000943
Fees: \$17.00
N/C Fee: \$25.00
02/02/2012 12:21:18 PM
Receipt #: 1054869
Requestor:
DOCUMENT PROCESSING SOLUTIONS
Recorded By: SCA Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

SUBSTITUTION OF TRUSTEE

WHEREAS, Stephanie Tablante, the original Trustor, First American Title Co. of Nevada, was the original Trustee, and Mortgage Electronic Registration Systems, Inc. (MERS) was the original Beneficiary under that certain Deed of Trust dated November 29, 2005 and recorded on December 7, 2005, as Book: 20051207 Instrument: 0002367 of Official Records of Clark County, Nevada; and

WHEREAS, the undersigned is the present Beneficiary under said Deed of Trust, and

WHEREAS, the undersigned desires to substitute a new Trustee effective as of 8/10/2011 under said Deed of Trust in place and instead of said original Trustee, or Successor Trustee, thereunder, in the manner in said Deed of Trust provided,

NOW, THEREFORE, the undersigned hereby substitutes Cooper Castle Law Firm, LLP, A Multi-Jurisdictional Law Firm, as Trustee under said Deed of Trust.

The Beneficiary hereby ratifies and confirms all action taken on the Beneficiary's behalf by the instant and/or Successor Trustee prior to the recording of the substitution of trustee.

Effective Date: 8/10/2011

BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC
HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME
LOANS SERVICING LP

Acknowledgement:

State of Texas
County of Dallas

Michelle Johnson
Michelle Johnson, Assistant Vice President (AVP)

On 10/3/11 before me, Maxine P. Luster, personally appeared Michelle Johnson, AVP, who provided to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

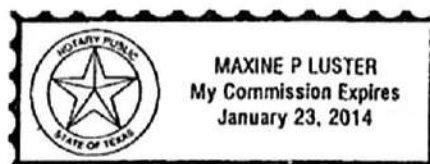
I certify under PENALTY OF PERJURY under the laws of the State of Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Maxine P. Luster
Maxine P. Luster

Stephanie Tablante / 11-08-31196-NV



Inst #: 201303200000887
Fees: \$18.00
N/C Fee: \$0.00
03/20/2013 08:28:50 AM
Receipt #: 1541118
Requestor:
CASTLE STAWIARSKI, LLC - NE
Recorded By: MSH Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

Tax Parcel: 176-03-510-102

Recording requested by:
BANK OF AMERICA N.A.,
SUCCESSOR BY MERGER TO BAC
HOME LOANS SERVICING, LP FKA
COUNTRYWIDE HOME LOANS
SERVICING, LP

When recorded mail to:
NATIONSTAR MORTGAGE, LLC
350 HIGHLAND DRIVE
LEWISVILLE, TX 75067
Attn: MOSAIC

Mail tax statement to:
Bank of America, N.A.
1757 Tapo Canyon Road, #300
Simi Valley, CA 93063

CORPORATION ASSIGNMENT OF DEED OF TRUST

Doc. ID# 95010692327170532
Commitment# A41682

For value received, the undersigned, BANK OF AMERICA N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP, 1800 TAPO CANYON ROAD, SIMI VALLEY, CA 93063, hereby grants, assigns and transfers to:

NATIONSTAR MORTGAGE, LLC
350 HIGHLAND DRIVE, LEWISVILLE, TX 75067

All beneficial interest under that certain Deed of Trust dated 11/29/05, executed by: STEPHANIE TABLANTE, Trustor as per TRUST DEED recorded as Instrument No. 20051207-0002367 on 12/07/05 in Book _____ Page _____ of official records in the County Recorder's Office of CLARK County, NEVADA.

The Trustee is FIRST AMERICAN TITLE CO OF NEV.
Original Mortgage \$176,760.00
7255 W SUNSET ROAD #2050, LAS VEGAS, NV 89113

Together with the Note or Notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Deed of Trust.

CORPORATION ASSIGNMENT OF DEED OF TRUST

Doc. ID# 95010692327170532
Commitment# A41682

Dated: FEB 28 2013

BANK OF AMERICA N.A., SUCCESSOR BY MERGER TO BAC HOME
LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS
SERVICING, LP

By


CARMEN DENA, ASSISTANT VICE PRESIDENT

State of California
County of Ventura

On FEB 28 2013 before me, IRMA DIAZ, Notary Public, personally appeared CARMEN DENA, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

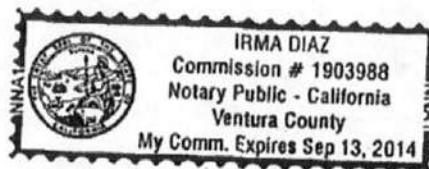
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature: 

IRMA DIAZ

Prepared by: THANIA ORNELAS
1800 TAPO CANYON ROAD
SIMI VALLEY, CA 93063
Phone#: (213) 345-0979



20051207-0002367

Fee: \$32.00
N/C Fee: \$0.00

12/07/2005 09:54:01
T20050220961

Requestor:
FIRST AMERICAN TITLE COMPANY OF NEVADA

Frances Deane PUN
Clark County Recorder Pgs: 19

Assessor's Parcel Number: 176-03-510-102

Return To: NEW FREEDOM MORTGAGE CORPORATION
ATTN: FINAL DOC'S
2363 SOUTH FOOTHILL DRIVE
SALT LAKE CITY, UT 84109

Prepared By: Tammy Gonzales
2363 SOUTH FOOTHILL DRIVE
SALT LAKE CITY, UT 84109

~~Recording Requested By:~~

NEW FREEDOM MORTGAGE CORPORATION
2363 SOUTH FOOTHILL DRIVE
SALT LAKE CITY, UT 84109

49 [Space Above This Line For Recording Data] 1ci

DEED OF TRUST

MIN
1000360-0000275964-1

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 November 29, 2005, together with all Riders to this document.

(B) "Borrower" is STEPHANIE TABLANTE, A SINGLE WOMAN

Borrower is the trustor under this Security Instrument.

(C) "Lender" is NEW FREEDOM MORTGAGE CORPORATION

Lender is a A CORPORATION

organized and existing under the laws of
TABLAN, S275964

THE STATE OF UTAH

275964

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

Form 3029 1/01

VMP-6A(NV) (0507) MW 07/03

Page 1 of 15

Initials: SI

VMP Mortgage Solutions, Inc.

(800)521-7291



Lender's address is 2363 SOUTH FOOTHILL DRIVE, SALT LAKE CITY, UT 84109

(D) "Trustee" is FIRST AMERICAN TITLE CO. OF NEVADA

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the beneficiary under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated November 29, 2005. The Note states that Borrower owes Lender One Hundred Seventy Six Thousand Seven Hundred Sixty and no/100 Dollars (U.S. \$176,760.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than December 1, 2035.

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

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

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

<input type="checkbox"/> Adjustable Rate Rider	<input checked="" type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input 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]

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

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

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

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

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

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

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

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

TABLAN, S275964

275964

Initials: ST

VMP-6A(NV) (0507)

Page 2 of 15

Form 3029 1/01

time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

SEE ATTACHED EXHIBIT "A" APN: 176-03-510-102

Parcel ID Number: 176-03-510-102
7255 W. SUNSET ROAD #2050
LAS VEGAS
("Property Address"):

which currently has the address of
[Street]
[City], Nevada 89113 [Zip Code]

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

BORROWER COVENANTS that Borrower is lawfully 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

TABLAN, S275964

275964

Initials: ST

VMP-6A(NV) (0507)

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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

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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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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:

STEPHANIE TABLANTE (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

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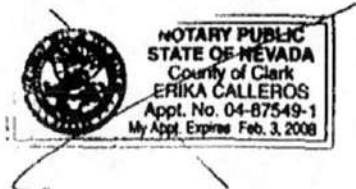
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STATE OF NEVADA
COUNTY OF Clark

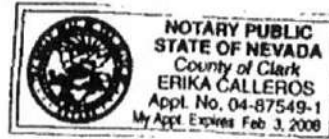
This instrument was acknowledged before me on
STEPHANIE TABLANTE

December 1, 2005 by



Erika Calleros

Mail Tax Statements To:
NEW FREEDOM MORTGAGE CORPORATION
2363 SOUTH FOOTHILL DRIVE
SALT LAKE CITY, UT 84109



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EXHIBIT "A"

The land referred to in this Commitment is situated in the City of Las Vegas, County of Clark, State of Nevada and is described as follows:

PARCEL ONE (1) - UNITS:

UNIT 2050 IN BUILDING 7 AS SHOWN ON THE FINAL PLAT OF TUSCANO CONDOMINIUMS, A CONDOMINIUM COMMUNITY, RECORDED JANUARY 31, 2005, IN BOOK 122, PAGE 11 OF PLATS, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA (THE "PLAT"), AND

PARCEL TWO (2) - COMMON ELEMENTS:

1/352 INTEREST AS A TENANT-IN-COMMON IN THE COMMON ELEMENTS IN ACCORDANCE WITH AND SUBJECT TO THE TERMS OF THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR TUSCANO TOWNHOMES RECORDED APRIL 5, 2005 IN BOOK 20050405 AS DOCUMENT NO. 0002422 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA (THE "DECLARATION").

EXCEPTING THEREFROM, ALL UNITS SHOWN ON THE PLAT.

RESERVING THEREFROM, THE RIGHT TO USE ANY OF THOSE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS IN THE PLAT AND/OR THE DECLARATION.

FURTHER RESERVING THEREFROM, FOR THE BENEFIT OF THE OWNERS OF ALL UNITS SHOWN ON THE PLAT (EXCEPT THE UNIT REFERRED TO IN PARCEL 1 ABOVE) NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS USE, ENJOYMENT AND OTHER PURPOSES ON, OVER AND ACROSS THE COMMON ELEMENTS, AS DEFINED IN AND SUBJECT TO THE DECLARATION.

PARCEL THREE (3) - APPURTENANT EASEMENTS:

NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS USE, ENJOYMENT AND OTHER PURPOSES ON, OVER AND ACROSS THE COMMON ELEMENTS AS DEFINED IN AND SUBJECT TO THE DECLARATION, WHICH EASEMENTS ARE APPURTENANT TO PARCELS 1, 2 ABOVE.

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 29th day of November 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 NEW FREEDOM MORTGAGE CORPORATION

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

7255 W. SUNSET ROAD #2050, LAS VEGAS, NV 89113
[Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:
TUSCANO CONDOMINIUMS

[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project 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, from which Lender requires insurance, then: (i) Lender waives the provision in

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MULTISTATE CONDOMINIUM RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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VMP Mortgage Solutions, Inc.

(800)521-7291 MW 11/04



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, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application 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, whether of the unit or of the common elements, 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 Condominium Project, 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 condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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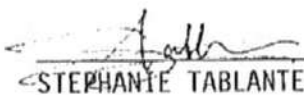
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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Condominium Rider.

 (Seal) _____ (Seal)
STEPHANIE TABLANTE -Borrower -Borrower


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

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

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

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Section 4

Contracts with HOA and First 100

EXHIBIT E
DATE 5-11-15
WITNESS: Atkinson
PAGE(S)
Kele R. Smith, CCR No. 672



**OFFER
FOR PURCHASE OF PROCEEDS OF RECEIVABLES**

This offer for the purchase of proceeds of receivables (the "Offer") is made the day of March 26, 2013 by: First 100, L.L.C., a Nevada Limited Liability Company, with its registered head office at 11920 Southern Highlands Pkwy, Suite 200, Las Vegas, NV, (the "Buyer") to: TUSCANO HOMEOWNERS' ASSOCIATION, a Nevada Homeowners Association, (the "Seller").

This Offer is irrevocable and valid until April 26, 2013.

Acceptance of this Offer may be made by the Seller in its sole discretion by countersigning and returning the accompanying purchase Agreement.

OBJECT OF THE PURCHASE - Proceeds of Receivables

The object of the purchase shall be the following proceeds of Seller's receivables under the Contract (hereinafter "Receivables"):

No.	Property Address	Total Assessment Due	Purchase Price	Collection Fees
1	7255 W. Sunset Rd., #2046	\$ 3,138.98	\$ 1,476.00	\$ 1,471.52
2	7255 W. Sunset Rd., #2141	\$ 5,817.00	\$ 1,476.00	\$ 2,105.48
3	7255 W. Sunset Rd., #1008	\$ 6,002.00	\$ 1,476.00	\$ 1,538.00
4	7255 W. Sunset Rd., #2017	\$ 6,804.00	\$ 1,179.00	\$ 1,780.00
5	7255 W. Sunset Rd., #2024	\$ 6,269.00	\$ 1,179.00	\$ 1,789.00
Total		\$ 28,030.98	\$ 6,786.00	\$ 8,684.00

We look forward to this transaction being the beginning of our building a mutually beneficial relationship with your Association.

Very Truly Yours,

J. Chris Morgando

MAILING ADDRESS

10620 SOUTHERN HIGHLANDS PKWY, SUITE 110-489
O 702.823.3600 WWW.FIRST100LLC.COM F 702.724.9781

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement"), executed on _____, 2013 ("Effective Date") is made by and between buyer FIRST 100, LLC, a Nevada limited liability company ("Buyer"), seller TUSCANO HOMEOWNERS' ASSOCIATION, a Nevada non-profit corporation ("Seller"), and authorized agent UNITED LEGAL SERVICES INC., a Nevada corporation and law firm ("Agent"). Buyer, Seller, and Agent may be referred to hereafter individually as a "Party" or collectively as the "Parties".

RECITALS

WHEREAS, Seller possesses delinquent homeowner's association assessments related to and arising from the monthly HOA fees for parcels of real property as described in Exhibit I attached hereto, including interest and late charges thereon (the "Current Delinquent Assessments"); and

WHEREAS, Seller reasonably anticipates that in the future other parcels of real property in its association will also become delinquent on monthly HOA assessments, including interest and late charges thereon (the "Future Delinquent Assessments") (collectively with the Current Delinquent Assessments hereinafter referred to as the "Delinquent Assessments"); and

WHEREAS, the Current Delinquent Assessments have previously been recognized as income by Seller,¹ and the parties agree and understand that the Assets sold herein (as defined below) constitute proceeds and receivables relating to past income, and in no way constitute future income or assessments; and

WHEREAS, Seller anticipates that payments on and proceeds relating to the Delinquent Assessments will be received by, or otherwise are payable to, the Seller (as assessment claimant and lienholder) in the future (i) whether paid in cash, check, money order, credit card, debit card, escrow, or otherwise, and (ii) whether paid pre-foreclosure, via a foreclosure sale conducted pursuant to NRS §116.3116 *et. seq.*, through post-lender-foreclosure lien satisfaction, or otherwise, and (iii) whether paid by the homeowner, unit owner, interested party, third party, or otherwise (the "Proceeds on Past Income" or "PPI"); and

WHEREAS, Seller desires to reduce its costs of carrying and collection of the Delinquent Assessments; and

WHEREAS, for the duration of the term of the Agreement, Seller desires to sell to Buyer select PPI arising from the Delinquent Assessments for an amount to be proposed by Buyer (and subject to acceptance by Seller) on the terms and conditions contained in this Agreement, and Buyer desires to purchase the same; and

WHEREAS, in facilitation of this Agreement, and in recognition that Buyer is bearing the costs and risks associated with an unknown future PPI stream, Seller agrees to cease using its existing collections agency on the Select Delinquent Assessments (as defined below), and further agrees to not send to any of the Select Delinquent Assessments to any other collections agency; and

WHEREAS, to protect Buyer from third-party lawsuits against the Seller that may arise in the future, Seller hereby grants a security interest in the PPI sold pursuant to this Agreement and authorizes that Buyer and/or its designees may file a UCC-1 Financing Statement, as may be amended or renewed from time to time, identifying the PPI (as accounts receivable) as collateral; and

¹ Similarly, any Future Delinquent Assessments at that time in the future would have (by then) previously been recognized as income by the Seller prior to their PPI being subject to sale under this Agreement.

WHEREAS, some of the Select Current Delinquent Assessments are in various stages of lien/default/foreclosure; and

WHEREAS, Seller agrees to henceforth use Agent as its designated agent and hereby irrevocably appoints and authorizes Agent to act on Seller's behalf, as its agent, attorney, collections agency, and person conducting the sale (to the maximum extent possible as those terms are used in NRS §116.3116 *et. seq.*) only for those select Delinquent Assessments for which the PPI are sold pursuant to this Agreement, as proposed by Seller and as mutually agreed upon by Buyer (the "Select Delinquent Assessments"), and to prepare the various notices and conduct foreclosure sales on behalf of Seller for any parcels of any Select Delinquent Assessments that currently are, or may at any time be, in default or subject to foreclosure, and: (i) Agent agrees to assume the rights, duties and obligations of that role; and (ii) Buyer agrees to assume all costs and pay for the services provided by the Agent to Seller under this Agreement;

NOW, THEREFORE, in consideration of the mutual representations, warranties, and covenants of the Parties as provided below, the Parties, intending to be legally bound, do hereby agree as follows:

ARTICLE I. INCORPORATION

Section 1.01: Incorporation of Recitals. The recitals of this Agreement above are true, and accurately reflect the intent of the Parties, and they are hereby incorporated into and made a part of this Agreement.

Section 1.02: Incorporation of Exhibits. The Exhibits attached to this Agreement, namely:

- EXHIBIT 1: Select Current Delinquent Assessments and Initial Payment Price
- EXHIBIT 2: Authorization to Release Information
- EXHIBIT 3: Template for Sale of PPI from Select Future Delinquent Assessments

are hereby incorporated into and made a part of this Agreement.

ARTICLE II. SALE AND PURCHASE

Section 2.01: Assets Sold. Subject to the terms and conditions herein set forth, for the consideration of the Payment Price (as defined below) and the other consideration contained herein, and on the basis of the representations, warranties and agreements herein contained, Seller hereby sells and transfers to Buyer the following property (hereinafter the "Assets");

- All of Seller's interest in any and all PPI arising from or relating to the Select Delinquent Assessments.

Section 2.02: Payment Price. The price paid by Buyer for the PPI arising from the Select Current Delinquent Assessments shall be the total price as proposed by the Buyer and as agreed to by the Seller (the "Initial Payment Price"). Similarly, the prices subsequently paid by Buyer for the occasional sale to Buyer of PPI arising from the Select Future Delinquent Assessments will be the price as then proposed by the Buyer and as agreed to by the Seller (the "Subsequent Payment Price").

ARTICLE III. DUTIES AND OBLIGATIONS OF BUYER, SELLER, AND AGENT

Section 3.01: Seller's Duties and Obligations (Pre-Sale). Prior to sale to Buyer of any PPI, Seller agrees (if it

has not already done so) to, and hereby does:

- (a) Authorize Agent to compose and mail a Notice of Delinquent Assessment ("Notice of Delinquent Assessment") to each parcel ("Parcel") associated with each Select Delinquent Assessment;
- (b) Authorize Agent to execute in its behalf, for each Parcel, a Notice of Lien, Notice of Default and Election to Sell, and Notice of Foreclosure Sale, each naming the Seller as lienholder;
- (c) Authorize Agent to interact with the Seller's current collections agency to obtain the current amount of collections costs accrued for each Select Delinquent Assessment;
- (d) Authorizes Agent and Buyer to interact with the Seller's community manager and collections agency (and hereby instructs the community manager and collections agency to engage in such interaction) to subsequently identify the Select Future Delinquent Assessments, including Parcel identification and then-current outstanding collections costs; and
- (e) Shall provide Buyer a copy of the applicable CC&Rs for the community, along with any amendments thereto.

Section 3.02 Seller's Duties and Obligations (Post-Sale to Buyer): After sale of any PPI to Buyer, Seller hereby:

- (a) Authorizes and instructs the Seller's community manager and current collection agency that, for each Select Delinquent Assessment: (i) that the account is to be transferred to Agent, and (ii) the collections agency is no longer is responsible for collections efforts on those Select Delinquent Assessments. Seller agrees to cease using any third party collections agent for any PPI sold to Buyer;
- (b) Instructs its community manager and collections agency to promptly remit to Buyer all PPI (whether received directly, by the community manager, or remitted to the prior collections agency, or otherwise) that may be paid to or received by Seller (wherein such proceeds are used to satisfy past due assessments first, followed by current assessments, followed by past due late fees and interest, unless otherwise directed by the remitter of such payment), with such remittance to Buyer to occur within one week;
- (c) Instructs its community manager and collections agency to promptly (within two business days) notify the Agent of any Parcel for which the homeowner has paid a Select Delinquent Assessment claim in full;
- (d) Instructs its community manager and prior collections agency to permit Agent at any time to confirm with community manager and prior collections agency that the relevant Select Delinquent Assessment has not been paid in full;
- (e) Agrees that Agent may collect payments and remit directly to Buyer and funds received in satisfaction of PPI, and hereby pre-authorizes Agent to endorse checks payable to Seller in order to facilitate this remittance;
- (f) Agrees that Buyer, at Buyer's sole option, may place back any Delinquent Assessment with Seller for any Parcel in which a bankruptcy has been filed prior to any foreclosure sale that identifies the Parcel as property of the bankruptcy estate, and if such place back occurs then Seller shall credit Buyer's account for the original purchase price paid by

Buyer to Seller (inclusive of any collections costs advanced by Buyer on behalf of Seller) for the PPI on that Parcel's delinquent assessment, with such credit to be applied towards the next Subsequent Payment Price and in no instance shall Seller be required to remit cash back to Buyer;

- (g) Agrees that Agent, as authorized agent for Seller, may interact directly with the community manager and former collections agency to obtain information on the Select Delinquent Assessments, the amounts due, and whether any payments were remitted prior to sale by the homeowner, and hereby authorizes and instructs the community manager and former collections agency to interact with Agent on these matters, and as further shown in **Exhibit 2**;
- (h) Irrevocably authorizes and instructs Agent to expeditiously move forward on behalf of the Seller with the foreclosure sale on each Parcel, pursuant to NRS §116;
- (i) Agrees that Agent may use sub-agents for auctions;
- (j) Agrees to forward and refer to Agent all homeowner calls/emails that Seller may receive regarding the Notice of Default or Notice of Foreclosure Sale, and hereby instructs its community manager to do the same;
- (k) Grants an irrevocable proxy to Buyer and Agent to act on the behalf of Seller with respect to any short-sale (or any other) offers made to pay off, or enter into a payment plan, on any Select Delinquent Assessment;
- (l) Places with the Agent a pre-set opening credit bid for Seller of ninety-nine dollars (\$99.00) for each Parcel ("Opening Bid"), and authorizes the Agent to open the auction for any Parcel with the Opening Bid, and not to bid any higher;
- (m) Authorizes the Agent to prepare foreclosure deeds for all sales, reflecting the value as the higher of: (i) the total amount of the lien, or (ii) the sales price at auction;
- (n) That any deficiency between the total lien amount due at sale and the final winning bid amount at auction shall survive as an unsecured debt of the homeowner, and: (i) that all right, title, and interest in any such deficiency shall, upon sale at auction, be transferred to Buyer or its assigns; and (ii) that Buyer can, at its own cost, initiate collections actions on that unsecured debt, with any net proceeds thereof from such post-foreclosure collections actions to be property of Buyer; and (iii) Agent is hereby authorized to prepare and execute bills of sale to Buyer or its assigns for title to any such deficiency remaining after the application of proceeds of the sale pursuant to NRS §116.31164(3)(c); and
- (o) To provide reasonable audit rights to Buyer to ensure that remittances made to Seller which are due to Buyer (as referred to in subsection (b) above) are being paid promptly and accurately;
- (p) Hereby provides Board authorization that Buyer may rent the property to tenants, and, if the CC&Rs for the community prohibit renting to non-owner-occupants, this authorization shall act as a waiver to Buyer of that restriction.

Section 3.03 Buyer's Duties and Obligations. Buyer agrees:

- (a) To promptly pay the Initial Purchase Price to the Seller upon execution of this document by all Parties;

- (b) To promptly pay the Subsequent Purchase Price(s) upon each sale of the PPI for the Future Delinquent Assessments;
- (c) To cover all of Seller's obligations to its collections agency for collections work performed relating to the Assets sold hereunder, up to the statutory maximum, provided, however, that the collections agency agrees to extend to Buyer any indemnification its provided to Seller regarding: (i) the accuracy of the amounts owed for each Parcel, and (ii) the legal compliance of any recorded documents prepared by it;
- (d) To pay for all of the costs of Agent for services provided by Agent to Seller hereunder; and Agent agrees not to seek any payment whatsoever from Seller for fees or expenses of all services provided by Agent relating to this Agreement; and
- (e) To promptly pay for all of the costs of Agent in support of the Agent's obligation to promptly and diligently move forward with foreclosure sales.

Section 3.04: Agent's Duties and Obligations. Agent agrees:

- (a) To be paid solely by Buyer (under separate payment arrangement with Buyer) for all for fees or expenses incurred for all services provided by Agent to Seller relating to this Agreement, and not to seek any payment whatsoever from Seller;
- (b) To prepare and record any appropriate documents required by statute on any particular Parcel not heretofore recorded, including Notice of Lien, Notice of Default and Election to Sell, and Notice of Foreclosure Sale, and to mail/notice/serve all documents as may be required by statute, with such recordation costs to be borne by Buyer, and Seller hereby authorizes the Agent to do the same;
- (c) To handle inbound queries and process payments from homeowners relating to the PPI, including entering into payment plans with homeowners or authorizing sale postponements, in Agent's discretion, and Seller hereby authorizes the Agent to do the same;
- (d) To not perform any outbound-calling collections efforts on the PPI, other than (i) the implied and inherent collections efforts in the recordations, notices, and mailings of the documents identified in subsection (b) above, or (ii) returning inbound calls from homeowners;
- (e) To report to the Seller and Buyer of any Parcel for which the homeowner or other person in interest has, prior to foreclosure, entered into a payment plan or made full payment on a Select Delinquent Assessment;
- (f) In Agent's sole discretion, to appear on behalf of Seller in any bankruptcy proceeding of any homeowner to seek relief from the automatic stay or any other appropriate relief, at Buyer's cost, and Seller hereby authorizes the Agent to do the same;
- (g) To appropriately and responsibly act (as agent and attorney) on behalf of Seller (as principal and client) in carrying out its duties hereunder, including conducting foreclosure sales, the execution thereof which may be carried out by sub-agents as designated by Agent, which Seller hereby authorizes;

- (h) To promptly and diligently move forward with foreclosure sales;
- (i) To apply foreclosure sale proceeds in accordance with NRS §116.31164(3)(c); however, because Seller's portion of said proceeds are PPI, Agent shall remit the Seller's portion directly to Buyer.

ARTICLE IV. REPRESENTATIONS and WARRANTIES

Section 4.01 Prior to the sale of any PPI to Buyer. Seller warrants and represents that:

- (a) The dollar amount of delinquent assessment for each Select Delinquent Assessment (as communicated to Agent by Seller's community manager or collections agency) is accurate as of the date of sale to Buyer, except for sums which may be owed to the Association as current assessments; and
- (b) The PPI sold to Buyer originate only from Select Delinquent Assessments arising from overdue monthly HOA assessments (together with late charges and interest), and not compliance account fines or penalties arising from a homeowner's violation of the governing documents.

Section 4.02 After the sale of any Receivable to Buyer. Seller warrants and represents that:

- (a) Seller will promptly remit to Buyer all payments that may be paid directly to or received by Seller on the Select Delinquent Assessments;
- (b) Seller will not take any action to reduce or discourage incoming payments on the Select Delinquent Assessments, or to inhibit the process of receiving PPI;
- (c) Seller will not agree to (and hereby instructs Agent to similarly not agree to) any homeowner payment plan proposal regarding any Select Delinquent Assessment that: (i) pays less than the full lien amount due as of the proposed date of sale, or (ii) requires more than 12 months to complete;
- (d) Seller will not take any action or inaction that would reduce the Select Delinquent Assessment obligations on any Parcel, other than through: (i) an actual payment received; or (ii) the foreclosure sale contemplated herein;
- (e) Seller will not permit any event to occur or otherwise fail to take any action which could have an adverse effect on the ability to accept PPI owed;
- (f) Seller will not pledge, hypothecate, encumber, collateralize, or otherwise suffer claims against any of the PPI relating to the Select Delinquent Assessments;
- (g) It will not discuss the confidential terms of this Agreement with any homeowner, tenant, or occupant of any Select Delinquent Assessment, and will refer any inquiring person or entity to Agent (not Buyer);
- (h) Seller will cease outside collections efforts on the Select Delinquent Assessments (but may continue to use outside third-party collections agents for compliance account fines and penalties); and
- (i) That for all foreclosure sales, Seller shall not send any person or agent to credit bid for or on behalf of the Seller on any Parcel in any amount in excess of the Opening Bid.

Section 4.03. Ownership. Seller represents and warrants that it is the sole legal owner of the Assets.

Section 4.04. No Third-Party Encumbrances or Rights to Acquire. Seller represents and warrants that there are no judgments, court order, contracts, liens, notes, hypothecations, options, or any other agreements or instruments whatsoever that either: (i) encumbers, collateralizes, pledges, liens, or otherwise grants the Assets as security; or (ii) allows any person or entity (including Seller) to acquire the Assets.

Section 4.05. Authorization. Seller, Buyer, and Agent represent that each is authorized to engage in the transaction described herein. The signatories to this Agreement personally represent that they are authorized signatories of the Parties. Seller has approved this Agreement by Board vote.

ARTICLE V. TERM, TERMINATION, AND DEFAULT

Section 5.01. Term. The Term of this Agreement ("Initial Term") shall be three (3) years from the Effective Date. At the end of the Initial Term, this Agreement shall automatically renew on a year-to-year basis (with each successive year a "Successive Term") unless either Buyer or Seller provides a written notice of non-renewal no earlier than 90 but no later than 45 days prior to the expiration of the Initial Term or any Successive Term (a "Non-Renewal Notice Period").

Section 5.02. Termination. This Agreement shall terminate upon one of the following conditions:

- (a) Delivery of a written notice of non-renewal by either Buyer or Seller during a Non-Renewal Notice Period; or
- (b) Upon an failure by either Buyer or Seller to timely cure an Event of Default, as described below, unless expressly waived by the Parties; or
- (c) By mutual agreement.

Section 5.03. Effect of Termination. In recognition of the subsequent and occasional sale of the PPI portfolio sold to Buyer, and of the potentially substantial sums paid up front to Seller by Buyer for each portfolio of PPI, termination of this Agreement shall be orderly. Upon termination:

- (a) Seller shall remain responsible for all remittances received by Seller relating to any and all PPI that were (i) sold to Buyer and also (ii) paid in full by Buyer prior to the termination date ("Sold and Paid for PPI");
- (b) Agent shall remain responsible for foreclosing on all Select Delinquent Assessments relating to the Sold and Paid for PPI prior to the termination date, at Buyer's expense;
- (c) Seller shall have no further obligation to make subsequent PPI sales to Buyer.

Any PPI whose purchase price were not paid in full by Buyer prior to the termination date ("Sold But Not Paid For PPI") shall upon termination of this Agreement be automatically reversed back to Seller at no cost, with all rights to and interest in the Sold But Not Paid For PPI immediately vesting back in Seller.

Section 5.04. Default. The following events shall constitute a material breach of this contract and be considered an event of default hereunder ("Event of Default"):

- (a) Failure of Buyer to pay the Initial Purchase Price to Seller within ten (10) business days of complete execution of this Agreement and identification of the Select Current Delinquent Assessments.
- (b) Failure of Buyer to pay any Subsequent Payment Price to Seller within ten (10) business days of the subsequent placement of PPI on the Select Future Delinquent Assessments.
- (c) Failure of any Party to perform their duties and obligations under Article III of this Agreement, without cure after five (5) days' written notice of default by another Party.
- (d) Material breach of any other term of this Agreement, without cure after fifteen (15) days' written notice of default by another Party.

ARTICLE VI. INDEMNIFICATION

Section 6.01: Indemnification by Buyer. With respect to any Assets sold to Buyer, Buyer will indemnify, defend (including provide counsel for), and hold harmless Seller and Agent in the event of any lawsuit, class action, regulatory proceeding, or administrative proceeding relating to: (i) pre-foreclosure challenges by homeowner; (ii) any post-foreclosure "wrongful foreclosure" suits; or (iii) the business model of Buyer, with three exceptions: Neither Buyer nor Agent shall be responsible for, nor indemnify Seller in any way whatsoever in, any lawsuits, class actions, regulatory proceedings, or administrative proceedings:

- (a) In the event that any of the documents, recordings, or mailings for which Seller or its community manager or any of its collections agents or other agents (other than Agent) prepared are alleged to be materially flawed or defective in any way (including lien amounts);
- (b) For any so-called "improper collections" actions heretofore filed against Seller prior to the execution of this Agreement, or filed or brought against Seller, Buyer, or the Agent after the execution of this Agreement, that relate in any way to collections activities of Seller's previous collections agent(s); or
- (c) Arising from any violation of any warranties of Seller made Article IV.

Buyer's indemnification of Seller and Agent is subordinated to any indemnification provided to Seller by its prior or current collections agencies or community manager(s). It is the intent of the parties that if any lawsuit or proceeding either (i) names the Seller's community manager or collections agency, or (ii) alleges flaws in the documents produced, recorded, and/or served by Seller's community manager or collections agency (including flawed calculations of lien amounts owed), then Seller's community manager or collections agency should be indemnifying Seller in such action.

ARTICLE VII. GENERAL PROVISIONS

Section 7.01: Confidentiality. Seller, Buyer and Agent agree to keep the terms of this Agreement confidential, with the exception of communications that may occur between the parties and Seller's community manager, collections agency, and their attorneys. In no event should the Agreement terms contained herein be communicated to any third party, including homeowners, tenants, or occupants of community properties relating to the Select Delinquent Assessments, provided.

however, that Seller is permitted to discuss and vote on this Agreement and any amendments thereto in public board meetings, as may be required.

Section 7.02 Notices. All notices must be in writing. A notice must be delivered to a Party at the following addresses:

If to Buyer: **FIRST 100, LLC**
11920 Southern Highlands Pkwy, Suite 200
Las Vegas, NV 89141
Phone: (702) 823-3600

If to Seller: **TUSCANO HOMEOWNERS' ASSOCIATION**
Attn: Kipp GREENSTADT
7255 W. Sunset Rd
L.V. NV 89113
Phone: 702-220-9742

If to Agent: **UNITED LEGAL SERVICES INC.**
8965 South Eastern Ave Suite 350
Las Vegas, NV 89123
Phone: (702) 614-0655
Fax: (702) 614-0647

or to a new address that a Party subsequently designates in writing. To be effective, a notice must be delivered in person, by U.S. mail, or by overnight courier.

Section 7.03 Assignment and Succession. Buyer is permitted to freely assign or pledge its ownership interest in the Assets. This Agreement is binding on and enforceable by each Party's successors and assignees.

Section 7.04 Governing Law. This agreement will be governed by and construed in accordance with the laws of the state of Nevada. Venue shall be in Clark County, Nevada.

Section 7.05 Limitation of Liability. Subject to the indemnification provisions of Article VI, neither party will be liable to the other for losses or damages (including special or consequential damages such as lost profits or loss of use) arising from any cause of action related to this Agreement, whether in contract, tort, or otherwise.

Section 7.06 Severability. If any court determines that any provision of this agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this agreement invalid or unenforceable.

Section 7.07 Integration. The Parties actively negotiated the terms of this Agreement. This Agreement sets forth the entire agreement of the Parties. It replaces and supersedes any and all oral agreements or statements made between the Parties, as well as any prior writings. As of the date of execution of this Agreement, there are no side agreements or other agreements or contracts, oral or otherwise, between the parties relating to the subject matters discussed herein.

Section 7.08 Limited Scope of Attorney-Client Representation. By this contract, an attorney-client relationship is established between Agent and Seller; however, Agent is not the general counsel

for Seller and is the attorney-at-law of Seller only for the limited scope of services described herein and contemplated to be performed by Agent under this Agreement. Communications between Agent and Seller shall be privileged attorney-client communications.

Section 7.09 Waiver of Conflict of Interest. Seller and Buyer hereby waive any conflict of interest, actual or potential, that arises from either: (i) the Agent's position and payment arrangement described in this Agreement (e.g., Agent is an agent-attorney to Seller's principal-client, but Agent's costs and fees are paid for by Buyer); or (ii) that Agent and Buyer's outside counsel have shared staff, which Seller hereby acknowledges.

Section 7.10 Dispute Resolution. In the event of a failure to reasonably resolve any issues among any of the Parties (or their owners, assigns, or successors), the disputes of those parties will be referred to binding arbitration for resolution thereof, and each party waives any right to litigation in favor of such resolution through binding arbitration.

(a) Arbitration shall be conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). Judgment on the arbitrator's award may be entered in any court having jurisdiction thereof. The arbitration shall be held in the City of Las Vegas and State of Nevada, and shall be conducted before a single arbitrator agreeable to the parties or, if no agreement can be reached, then as selected by the AAA. The arbitrator shall make findings of fact and law in writing in support of his decision, and shall award reimbursement of attorney's fees and other costs of arbitration to the prevailing party as the arbitrator deems appropriate. The provisions hereof shall not preclude any party from seeking preliminary injunctive relief to protect or enforce its rights hereunder, or prohibit any court from making preliminary findings of fact in connection with granting or denying such preliminary injunctive relief after and in accordance with the decision of the arbitrator. No decision of the arbitrator shall be subject to judicial review or appeal; the parties waive any and all rights of judicial appeal or review of any decision of the arbitrator.

(b) Should any party initiate a civil proceeding against any other, notwithstanding the binding arbitration provision above, such party initiating civil litigation shall recognize that it has caused material damage and harm to the other by way of their breach of this agreement, and hereby agrees to an award, to each named defendant party, liquidated damages in the amount of any costs of defense incurred by the aggrieved party plus ten thousand dollars (\$10,000.00).

Section 7.11 Modification. This Agreement may be amended only by a writing signed by all Parties.

Section 7.12 Counterparts. This Agreement may be executed in a number of counterparts, each of which shall be deemed an original and all of which together shall constitute the same document.

Section 7.13 Delivery by Facsimile. Delivery by facsimile of an executed counterpart by any Party to any Party shall have the same force and effect as a delivery in person of that document.

* * * * *

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives.

BUYER: FIRST 100, LLC

By: _____
Bart Rendel, COO

Date

SELLER: TUSCANO HOMEOWNERS' ASSOCIATION

By: *Jan Akeson*
Board Member

03/27/13
Date

Printed Name: IAN AKESON

AGENT: UNITED LEGAL SERVICES INC.

By: _____
Robert Atkinson, President

Date

EXHIBIT 1:
Select Current Delinquent Assessments and Initial Payment Price

CONFIDENTIAL

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EXHIBIT I to PURCHASE and SALE AGREEMENT

<u>No.</u>	<u>Property Address</u>	<u>Assessments Due</u>	<u>Purchase Price</u>
1	7255 W. Sunset Rd., #2046	\$3,138.98	\$1,476.00
2	7255 W. Sunset Rd., #2141	\$5,817.00	\$1,476.00
3	7255 W. Sunset Rd., #1008	\$6,002.00	\$1,476.00
4	7255 W. Sunset Rd., #2017	\$6,804.00	\$1,179.00
5	7255 W. Sunset Rd., #2024	\$6,269.00	\$1,179.00
<u>Total</u>		<u>\$28,030.98</u>	<u>\$6,786.00</u>

INITIAL PAYMENT PRICE \$6,786.00

plus collections costs

ACCEPTED BY SELLER:

By:

John Allen
Board Member

03/27/13

Date

EXHIBIT 2:
Authorization to Release Information

CONFIDENTIAL

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0206

EXHIBIT 2 to PURCHASE and SALE AGREEMENT

AUTHORIZATION TO RELEASE INFORMATION

HOA: TUSCANO HOMEOWNERS' ASSOCIATION

Collections Agency: Red Rock Financial Services

Community Manager: _____

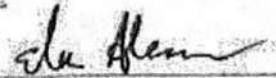
Pursuant to the Purchase and Sale Agreement between the parties (the "Agreement"):

United Legal Service, Inc. ("Agent") and First 100, LLC ("Buyer") hereby authorized to interact with the above-referenced Collections Agency and Community Manager to: (i) obtain the current amount of collections costs accrued, and (ii) to determine whether any payments are remitted by the homeowner prior to auction.

The above-referenced HOA hereby gives permission to the above-referenced Collections Agency and Community Manager to Buyer and Agent on all properties shown on Exhibits 1 or 3 to the Agreement.

Upon receipt of the payment of the collections costs accrued, the Collections Agency is hereby authorized and instructed to transfer the collections account to Agent.

SIGNED:

By: 
Board Member

03/27/13
Date

EXHIBIT 3:
Template for Sale of PPI from Select Future Delinquent Assessments

CONFIDENTIAL

Page 16 of 17

0208

EXHIBIT 3 to PURCHASE and SALE AGREEMENT

HOA: TUSCANO HOMEOWNERS' ASSOCIATION

Pursuant to the Purchase and Sale of Select Current and Future Delinquent Assessment Receivables Agreement between the parties, the following property is added as a Select Delinquent Assessment:

APN: _____

Street Address: _____

The proceeds of the Receivables for the above Select Delinquent Assessment are hereby sold to First 100, LLC.

Sale Price: _____

SIGNED:

By: _____
Board Member

Date

FIRST 100 PURCHASE AND SALE AGREEMENT
ADDENDUM

This Addendum to the First 100 Purchase and Sale Agreement ("Agreement"), dated as of _____, 2013, is made and entered into between the Tuscano Homeowners Association, a Nevada non-profit corporation ("Association") and First 100, LLC ("First 100"), (collectively "the Parties") with regard to the following:

RECITALS

WHEREAS, the parties previously entered into an Agreement for the assignment and appointment of First 100 to act on the Association's behalf as its agent, attorney and person conducting the sale for delinquent assessment accounts and to prepare all the various notices and conduct foreclosure sales on behalf of the Association; and

WHEREAS, the parties agree to make certain modifications to the terms and conditions of the Agreement; and

NOW THEREFORE, in consideration of the promises and mutual covenants in said Agreement, the following terms and conditions are incorporated into and form a part of the Agreement between the Association and First 100:

1. Indemnity and Liability.

First 100 shall fully indemnify and hold harmless the Association, its directors, officers, agents and employees from and against all liability or loss, and against all claims or actions, suits, demands, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation reasonable attorney's fees and costs) whether or not involving a third party claim, which are based on upon or arising out of or resulting from First 100's performance of the services in connection with this Agreement, and that any such claim, damage, loss, liability, fine, penalty or expense: (1) is attributable to any breach of any obligations, representations or warranties under the Agreement; (2) any breach of any covenant, provision or other obligation or duty of First 100 under this Agreement or under applicable law; (3) any breach caused in whole or in part by negligent or deliberate acts or omissions from First 100, First 100's employees, agents, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless whether or not it is caused in part by a party indemnified hereunder. Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to a party or person described in this Section, in addition to all rights and remedies available at law or in equity.

2. Rental Restriction.

First 100 agrees that it will not participate in the voluntary "section 8" voucher program under federal law and as such, First 100 shall not lease any units it acquires through foreclosure (the "Foreclosed Units") to any prospective tenants who receive

federal income assistance from such "Section 8" federal voucher program (the "Federal Income-Assisted Tenants"). First 100 shall indemnify, protect, defend and hold the Association harmless from and against any and all claim, damage or cause of action asserted against the Association arising out of or related to First 100's denial and/or refusal to lease the Foreclosed Units to any Federal Income-Assisted Tenants, including, without limitation, all costs, reasonable attorneys' fees, expenses and liabilities incurred by the Association in defending any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against the Association by reason of any such claim, First 100, at its sole cost and expense, shall defend the Association by providing counsel to the Association, which is reasonably satisfactory to the Association. First 100, as a material part of the consideration to the Association, hereby assumes all risks of denying and/or refusing to lease the Foreclosed Units to Federal Income-Assisted Tenants, and First 100 hereby waives all claims in respect thereof against the Association. The indemnification provisions in set forth herein are intended to survive the expiration and/or termination of this Agreement.

3. Future Assessment Obligations.

First 100 agrees to pay all HOA assessments, at all times, from the date of acquisition from the foreclosure sale until the term of First 100's ownership has concluded. Association retains all rights and remedies afforded by Nevada Law to collect any and all assessments from First 100-owned units. First 100 agrees that any unpaid assessments, accrued after the foreclosure sale purchase by First 100, would be subject to the Association's normal collection policy.

Compliance with Laws. Each party agrees to conduct all activities under this Agreement and this Agreement Addendum in a manner that complies with all applicable federal, state and local laws.

Venue; Governing Law. The Addendum shall be construed, interpreted, applied and enforced under the laws of the State of Nevada. Should a dispute arise under this Addendum, Clark County, Nevada, shall be the proper place of venue.

Addendum Controlling. In the event there is a conflict between the terms and conditions of the Agreement or any Attachments, Exhibits or Addendums thereto and this Agreement Addendum, this First 100 Purchase and Sale Agreement Addendum shall control.

Tuscane Homeowners
Association

By: 

Name: IAN ARNESON

Title: PRESIDENT

Date: 03/27/13

First 100, LLC

By: _____

Name: _____

Title: _____

Date: _____

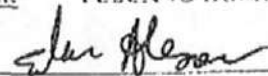
IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives.

BUYER: **FIRST 100, LLC**

By _____
Bart Rendel, CEO

Date

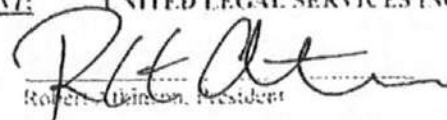
SELLER: **TUSCANO HOMEOWNERS' ASSOCIATION**

By 
Board Member

03/27/13
Date

Printed Name: IAN AKESON

AGENT: **UNITED LEGAL SERVICES INC.**

By 
Robert Weinman, President

3/28/13
Date

EXHIBIT 3 to PURCHASE and SALE AGREEMENT

HOA: TUSCANO HOMEOWNERS' ASSOCIATION

Pursuant to the Purchase and Sale of Select Current and Future Delinquent Assessment Receivables Agreement between the parties, the following property is added as a Select Delinquent Assessment:

APN: _____

Street Address: 7255 West Sunset #2140
L.V., Nr 89113

The proceeds of the Receivables for the above Select Delinquent Assessment are hereby sold to First 100, LLC.

Sale Price: _____

SIGNED:

By: _____

Board Member

4/26/13
Date



**OFFER
FOR PURCHASE OF PROCEEDS OF RECEIVABLES**

This offer for the purchase of proceeds of receivables (the "Offer") is made the 16th day of May, 2013 by: **First 100, LLC**, a Nevada Limited Liability Company, with its registered head office at 11920 Southern Highlands Pkwy, Suite 200, Las Vegas, NV, (the "Buyer") to: **TUSCANO HOMEOWNERS' ASSOCIATION**, a Nevada Homeowners Association, (the "Seller").

This Offer is irrevocable and valid until June 16, 2013.

Acceptance of this Offer may be made by the Seller in its sole discretion by countersigning and returning the accompanying purchase Agreement.

OBJECT OF THE PURCHASE - Proceeds of Receivables

The object of the purchase shall be the following proceeds of Seller's receivables under the Contract (hereinafter "Receivables"):

No.	Property Address	Total Assessment Due	Purchase Price	Collection Fees
1	7255 W. Sunset Rd., #1173	\$ 4,829.84	\$ 1,179.00	\$ 1,664.61
2	7255 W. Sunset Rd., #2018	\$ 4,446.00	\$ 1,179.00	\$ 1,694.00
3	7255 W. Sunset Rd., #2050	\$ 4,279.86	\$ 1,476.00	\$ 1,641.82
	Total	\$ 13,555.70	\$ 3,834.00	\$ 5,000.43

We look forward to this transaction being the beginning of our building a mutually beneficial relationship with your Association:

Very Truly Yours,

Chris Wood
National Sales Director

MAILING ADDRESS

10620 Southern Highlands Pkwy, Suite 110-485
O 702.823.3600 www.first100llc.com F 702.724.9781

EXHIBIT 3 to PURCHASE and SALE AGREEMENT

HOA: TUSCANO HOMEOWNERS' ASSOCIATION

Pursuant to the Purchase and Sale of Select Current and Future Delinquent Assessment Receivables Agreement between the parties, the following property is added as a Select Delinquent Assessment:

APN: _____

Street Address: _____

The proceeds of the Receivables for the above Select Delinquent Assessment are hereby sold to First 100, LLC:

Sale Price: _____

SIGNED:

By: _____

Board Member

Date

May 21/13



**OFFER
FOR PURCHASE OF PROCEEDS OF RECEIVABLES**

This offer for the purchase of proceeds of receivables (the "Offer") is made the 28th day of June, 2013 by: First 100, LLC, a Nevada Limited Liability Company, with its registered head office at 11920 Southern Highlands Pkwy, Suite 200, Las Vegas, NV, (the "Buyer") to: TUSCANO HOMEOWNERS' ASSOCIATION, a Nevada Homeowners Association, (the "Seller").

This Offer is irrevocable and valid until July 28, 2013.

Acceptance of this Offer may be made by the Seller in its sole discretion by countersigning and returning the accompanying purchase Agreement.

OBJECT OF THE PURCHASE - Proceeds of Receivables

The object of the purchase shall be the following proceeds of Seller's receivables under the Contract (hereinafter "Receivables"):

No.	Property Address	Total Assessment Due	Purchase Price	Collection Fees
1	7255 W. Sunset #1049	\$ 1,663.00	\$ 1,476.00	\$ 1,653.90
2	7255 W. Sunset #1082	\$ 2,751.00	\$ 1,179.00	\$ 1,634.40
3	7255 W. Sunset #1088	\$ 5,565.74	\$ 1,476.00	\$ 1,652.70
4	7255 W. Sunset #1151	\$ 1,387.00	\$ 1,476.00	\$ 1,534.01
5	7255 W. Sunset #1169	\$ 2,096.00	\$ 1,179.00	\$ 2,093.31
6	7255 W. Sunset #2039	\$ 2,132.00	\$ 1,476.00	\$ 2,014.48
	Total	\$15,594.74	\$ 8,262.00	\$ 10,582.80

We look forward to this transaction being the beginning of our building a mutually beneficial relationship with your Association.

Very Truly Yours,

Chris Wood
National Sales Director

MAILING ADDRESS

10620 SOUTHERN HIGHLANDS PKWY, SUITE 110-485
 ☎ 702.823.3600 WWW.FIRST100LLC.COM F 702.724.9781

EXHIBIT 3 to PURCHASE and SALE AGREEMENT

HOA: TUSCANO HOMEOWNERS' ASSOCIATION

Pursuant to the Purchase and Sale of Select Current and Future Delinquent Assessment Receivables Agreement between the parties, the following property is added as a Select Delinquent Assessment:

APN: _____

Street Address: _____

The proceeds of the Receivables for the above Select Delinquent Assessment are hereby sold to First 100, LLC.

Sale Price: _____

SIGNED:

By:

Board Member

[Signature]
President HOA

Date

7/1/13

FIRST 100

HELPING YOUR COMMUNITY BUILD A BETTER TOMORROW!

**OFFER
FOR PURCHASE OF PROCEEDS OF RECEIVABLES**

This offer for the purchase of proceeds of receivables (the "Offer") is made the 2nd day of July, 2013 by: **First 100, LLC**, a Nevada Limited Liability Company, with its registered head office at 11920 Southern Highlands Pkwy, Suite 200, Las Vegas, NV, (the "Buyer") to: **TUSCANO HOMEOWNERS' ASSOCIATION**, a Nevada Homeowners Association, (the "Seller").

This Offer is irrevocable and valid until August 2, 2013.

Acceptance of this Offer may be made by the Seller in its sole discretion by countersigning and returning the accompanying purchase Agreement.

OBJECT OF THE PURCHASE - Proceeds of Receivables

The object of the purchase shall be the following proceeds of Seller's receivables under the Contract (hereinafter "Receivables"):

No.	Property Address	Total Assessment Due	Purchase Price	Collection Fees
1	7255 W. Sunset #1032	\$ 1,469.00	\$ 1,469.00	\$ 1,553.69
	Total	\$ 1,469.00	\$ 1,469.00	\$ 1,553.69

We look forward to this transaction being the beginning of our building a mutually beneficial relationship with your Association.

Very Truly Yours,

Chris Wood
National Sales Director

MAILING ADDRESS

10620 SOUTHERN HIGHLANDS PKWY, SUITE 110-485
O 702.823.3600 WWW.FIRST100.LLC.COM F 702.724.9781

EXHIBIT 3 to PURCHASE and SALE AGREEMENT

HOA: TUSCANO HOMEOWNERS' ASSOCIATION

Pursuant to the Purchase and Sale of Select Current and Future Delinquent Assessment Receivables Agreement between the parties, the following property is added as a Select Delinquent Assessment:

APN: _____

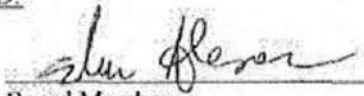
Street Address: _____

The proceeds of the Receivables for the above Select Delinquent Assessment are hereby sold to First 100, LLC.

Sale Price: _____

SIGNED:

By:


Board Member

7/3/13
Date

PAYMENT ARRANGEMENT AGREEMENT

This payment arrangement agreement ("Agreement"), executed on ~~November~~ ^{DECEMBER 5}, 2012 ("Effective Date"), is made by and between **FIRST 100, LLC**, a Nevada limited liability company ("First 100") and **UNITED LEGAL SERVICES INC.**, a Nevada corporation and law firm ("ULS"). The parties may be referred to hereafter individually as a "Party" or collectively as the "Parties".

RECITALS

WHEREAS, First 100 and ULS are or will be parties to one or more agreements styled as "Purchase and Sale Agreement" or variations thereof ("Portfolio Agreements"), the three signatories of which are the Parties hereto and also various homeowner's associations; and

WHEREAS, the terms of the Portfolio Agreements specify that First 100, LLC agrees to assume all costs and pay for the services provided by ULS to the HOAs; and

WHEREAS, the execution of this Agreement, and the payment of the amounts specified herein by First 100, is a material inducement to ULS for entering into the Portfolio Agreements; and

WHEREAS, the performance by ULS under the terms of the Portfolio Agreements is material consideration to First 100 for entering into this Agreement; and

WHEREAS, the Parties, by and through this agreement, wish to specify the terms of that payment arrangement found in the Portfolio Agreements.

NOW, THEREFORE, in consideration of the mutual representations, warranties, and covenants of the Parties as provided below, the Parties, intending to be legally bound, do hereby agree as follows:

ARTICLE I. INCORPORATION

Section 1.01 Incorporation of Recitals. The recitals of this Agreement above are true, and accurately reflect the intent of the Parties, and they are hereby incorporated into and made a part of this Agreement.

Section 1.02 Incorporation of Schedule(s). The schedule(s) attached to this Agreement are hereby incorporated into and made a part of this Agreement.

Section 1.03 Incorporation of Portfolio Agreements terms. The obligations and the duties of the Parties hereto, as specified in the Portfolio Agreements, are hereby incorporated into and made a part of this Agreement.

ARTICLE II. PAYMENT TERMS

Section 2.01 Scope of Services. ULS shall provide the services to the HOA per the terms of each Portfolio Agreement. Such services shall include: (i) pre-auction noticing and collections; (ii) non-judicial foreclosure auctions; (iii) judicial foreclosure coordination; (iv) bankruptcy work (which ULS may be delegate to Kupperlin Law Group, LLC and bill to First 100, LLC by ULS on a pass-through basis); (v) Nevada litigation work, if any litigation is commenced by a homeowner or other interested party; and (vi) coordination of non-Nevada litigation work.

Section 2.02 Fees and Fee Structure. First 100 agrees to pay to ULS fees for services provided, as shown in Schedule A and tables attached hereto, at the corresponding fee amounts shown for each service. The fees

(exclusive of expenses) for work performed by ULS in the scope of work (i) and (ii) identified in Section 2.01 above shall be performed at the fixed rates shown in the tables accompanying Schedule A. All other work performed shall be on an hourly rate, at the rates shown in Schedule A.

Section 2.03 Expenses. First 100 agrees to reimburse Attorney for all out-of-pocket expenses incurred by Attorney relating to foreclosure, including but not limited to: (i) recordation fees; (ii) process servers; (iii) postage (including certified mailings); (iv) publication; (v) court costs, if any; and (vi) travel costs, if any. Such third-party expenses will be billed to First 100 on a pass-through basis. Such expenses are also designated on Schedule A and the tables therein.

Section 2.04 Initial Placement Payments. Each portfolio placed with ULS will consist of work relating to one or more parcels of land. The amount and price of work performed by ULS depends on the stage of delinquency of the receivable for each parcel, and the State in which the parcel is located. At the time of placement of each portfolio/parcel, First 100 will pay to ULS the placement payment shown in Exhibit 1 (each, a "Placement Payment"), as partial-to-full pre-payment for fees and expenses to be incurred by ULS. ULS shall have no obligation to perform work related to any parcel for which the Placement Payment has not been paid.

Section 2.05 Invoicing and Reconciliation.

- (a) *At placement*. Upon each portfolio placement, ULS shall timely send an invoice to First 100 specifying the Placement Payment for that particular portfolio. Invoices are due upon receipt; however, payment to ULS is due at the time of the placement, not the date of the invoice (invoices issued subsequent to placement shall show payments received to date and any amounts due).
- (b) *Monthly*. Once each calendar month, ULS shall invoice First 100 the fees earned and expenses paid by ULS for the scope of work (iii) through (vi) identified in Section 2.01 above.

First 100 is responsible for unpaid amounts due to ULS, and agrees to pay all attorney's fees and costs of collection incurred by ULS for any unpaid amounts.

ARTICLE III. TERM, TERMINATION, AND DEFAULT

Section 3.01 Term. The Term of this Agreement ("Initial Term") shall be two (2) years from the Effective Date. At the end of the Initial Term, this Agreement shall automatically renew on a year-to-year basis (with each successive year a "Successive Term") unless either First 100 or ULS provides a written notice of non-renewal no earlier than 90 but no later than 45 days prior to the expiration of the Initial Term or any Successive Term (a "Non-Renewal Notice Period").

Section 3.02 Termination. This Agreement shall terminate upon one of the following conditions:

- (a) Delivery of a written notice of non-renewal by either First 100 or ULS during a Non-Renewal Notice Period; or
- (b) Upon an failure by either First 100 or ULS to timely cure an Event of Default, as described below, unless expressly waived by the Parties; or
- (c) By mutual agreement.

Section 3.03 Effect of Termination. Upon termination, First 100 shall remain obligated to pay ULS for: (i) all unpaid ULS invoices; and (ii) all "tail work" performed on portfolios previously placed with ULS and for which ULS performs work after termination. This clause, and the obligation it describes, expressly survives

termination of this Agreement.

Section 3.04 Default. The following events shall constitute a material breach of this contract and be considered an event of default hereunder ("Event of Default"); provided, however, that each party has a 5-day right to cure upon written notice:

- (a) Failure of First 100 to pay the Placement Payment within fifteen (15) business days of placement of the work to ULS.
- (b) Failure of First 100 to pay an invoice from ULS within fifteen (15) business days of its receipt.
- (c) Failure of ULS to substantially perform the work specified in the Portfolio Agreements.

ARTICLE IV. GENERAL PROVISIONS

Section 4.01 Notices. All notices must be in writing. A notice must be delivered to a Party at the following addresses:

If to First 100: **FIRST 100, LLC**
11920 Southern Highlands Pkwy, Suite 200
Las Vegas, NV 89141

If to ULS: **UNITED LEGAL SERVICES INC.**
8965 South Eastern Ave Suite 350
Las Vegas, NV 89123

or to a new address that a Party subsequently designates in writing. To be effective, a notice must be delivered in person, by U.S. mail, or by overnight courier.

Section 4.02 No delegation. First 100 is not permitted to delegate its obligations hereunder; however, remittances hereunder may be directly provided to ULS by First 100's sources of funding. ULS is permitted to delegate its bankruptcy work (but not other work) to Kupperlin Law Group, LLC.

Section 4.03 Governing Law. This agreement will be governed by and construed in accordance with the laws of the state of Nevada. Venue shall be in Clark County, Nevada.

Section 4.04 Limitation of Liability. Neither party will be liable to the other for losses or damages (including special or consequential damages such as lost profits or loss of use) arising from any cause of action related to this Agreement, whether in contract, tort, or otherwise.

Section 4.05 Severability. If any court determines that any provision of this agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this agreement invalid or unenforceable.

Section 4.06 Integration. The Parties actively negotiated the terms of this Agreement. This Agreement (along with the Portfolio Agreements) set forth the entire agreement of the Parties with respect to this subject. It replaces and supersedes any and all oral agreements or statements made between the Parties, as well as any prior writings and written agreements. Other than the Portfolio Agreements, there are no side agreements or other agreements or contracts, oral or otherwise, between the parties relating to the subject matters discussed herein.

Section 4.07 Waiver of Conflict of Interest. ULS is not the attorney for First 100, and no attorney-client relationship is intended to be created by this Agreement. First 100 hereby waives any conflict of interest, actual

or potential, that arises from ULS' or its attorneys' representation of the HOAs as agent, as contemplated in the Portfolio Agreements.

Section 4.08 Attorney's Fees in the Event of Dispute. If any legal action, dispute, or other proceeding arises or is commenced to interpret, enforce or recover damages for the breach of any term of this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party any and all reasonable attorney's fees and costs of suit.

Section 4.09 Modification. This Agreement may be modified or amended only by a writing signed by all Parties.

Section 4.10 Counterparts. This Agreement may be executed in a number of counterparts, each of which shall be deemed an original and all of which together shall constitute the same document.

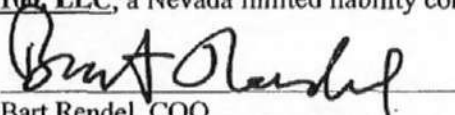
Section 4.11 Delivery by Facsimile. Delivery by facsimile of an executed counterpart by any Party to any Party shall have the same force and effect as a delivery in person of that document.

* * * * *

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives.

FIRST 100, LLC, a Nevada limited liability company

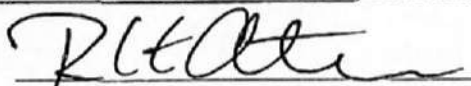
By:


Bart Rendel, COO

12/5/12
Date

UNITED LEGAL SERVICES INC., a Nevada corporation

By:


Robert Atkinson, President

12/6/12
Date

SCHEDULE A

Placements Payments (includes allocation for fees and expenses)

Nevada Parcels

Stage at Placement	Placement Payment per parcel
Before Notice of Lien	TBD (see Table 1)
After Notice of Lien recorded, but before Notice of Default	TBD (see Table 2)
After Notice of Default recorded, up to auction	\$750 (see Table 3)
Auction and post-auction	N/A (see Table 4)

Non-Nevada Parcels

State	Placement Payment per parcel
Texas	TBD
Arizona	TBD
Florida	TBD
California	TBD
Washington	TBD
Other states	TBD

Note: Over time, additional services may be provided by ULS to the HOAs beyond those shown above. If so, then the Parties will agree on an equitable and fair amount for those services and will execute a written amendment adding those fee services to this Schedule A.

Hourly Rates

For scope of work (iii), (iv), and (v) in Section 2.01

Attorney: \$400/hour
Paraprofessional: \$260/hour
Paralegal: \$120/hour

TABLE 3 TO SCHEDULE A

Work performed by ULS:

- Notice of Foreclosure Sale with preparation, mailings, coordination of publication/posting, and recordation
- Title research to identify mailing addresses (\$40+ if outsourced as a "TSG") and obtain pdfs for subsequent use by First 100 in quiet title actions

Breakdown of Placement Payment (per parcel):

		<u>Notes</u>
\$275.00	Sales Agent fee for Notice of Foreclosure	Earned in full when publication order is sent
\$250.00	Addresses	\$40+ more if outside Trustee's Sale Guarantee
\$90.00	Publication of Notice of Sale	Or actual cost, if prices change
\$30.00	Mailing costs for Notice of Sale	Fixed per parcel, for ease of expense tracking
\$74.50	Service of Notice of Sale	Fixed per parcel, for ease of expense tracking
\$13.50	Public Postings of Notice of Sale	Fixed per parcel, for ease of expense tracking
<u>\$17.00</u>	Recordation cost for Notice of Sale	Fixed per parcel, for ease of expense tracking
\$750.00	Placement Payment (relating to Nevada pre-foreclosure)	

TABLE 4 TO SCHEDULE A

Work performed by ULS:

- Holding of Auction
- Preparation of Foreclosure Deed
- [Optional]: Recordation of Foreclosure Deed

Breakdown of Fees and Costs (per parcel):

\$100.00	Auction fees per parcel
<u>\$50.00</u>	Preparation of Foreclosure Deed
\$150.00	Auction fees (paid from auction proceeds, pursuant to NRS 116.31164(3)(c)(1)) (First 100 responsible for fees in which the auction proceeds are less than \$150)

Note: If First 100 optionally requests the ULS record the Foreclosure Deed, then additional fees and costs shall be charged as follows:

\$13.00	Trip to Recorder
\$17.00	Recordation costs of Foreclosure Deed
Varies	RPTT

Invoice

UNITED LEGAL SERVICES INC.
8965 South Eastern Ave Suite 350
Las Vegas, NV 89123
(702) 617-3263

INVOICE #
ULS-009

Federal EIN : 46-1434376

BILL TO:

First 100, LLC
11920 Southern Highlands Pkwy, Suite 200
Las Vegas, NV 89141

INVOICE DATE

03/29/13

DUE DATE

On receipt

BALANCE DUE

\$11,906.00

Placement Payments:

DESCRIPTION	HOA	AMOUNT
1. 2615 W Gary Ave, #1065, Las Vegas, NV	Southgate	\$750.00
2. 7255 W. Sunset Rd., #2046	Tuscano	\$750.00
3. 7255 W. Sunset Rd., #2141	Tuscano	\$750.00
4. 7255 W. Sunset Rd., #1008	Tuscano	\$750.00
5. 7255 W. Sunset Rd., #2017	Tuscano	\$750.00
6. 7255 W. Sunset Rd., #2024	Tuscano	\$750.00
7. 1715 Laurel Ridge Court, Reno	Tuscano	\$750.00
8. 7781 Shalestone Way, Reno	Somersett	\$832.00
9. 1670 Autumn Valley Way, Reno	Somersett	\$832.00
10. 1684 Spicewood Circle, Reno	Somersett	\$832.00
11. 1695 Autumn Valley Court, Reno	Somersett	\$832.00
12. 2145 Heavenly View Trail, Reno	Somersett	\$832.00
13. 8135 Willow Ranch Trail, Reno	Somersett	\$832.00
14. 8985 Chlpshot Trail, Reno	Somersett	\$832.00
15. 9099 Cabin Creek Trail, Reno	Somersett	\$832.00
Total		\$11,906.00

BALANCE DUE **\$11,906.00**

Please make check payable to **United Legal Services Inc.**

Invoice

UNITED LEGAL SERVICES INC.

8965 South Eastern Ave Suite 350
Las Vegas, NV 89123
(702) 617-3263

INVOICE #
ULS-014

BILL TO:

First 100, LLC
11920 Southern Highlands Pkwy, Suite 200
Las Vegas, NV 89141

INVOICE DATE

04/27/13

DUE DATE

On receipt

BALANCE DUE

\$750.00

Placement Payments:

DESCRIPTION	HOA	AMOUNT
1. 7255 W Sunset #2140	Tuscano	\$ 750.00
Total		\$750.00

BALANCE DUE

\$750.00

Please make check payable to **United Legal Services Inc.**

Invoice

UNITED LEGAL SERVICES INC.
8965 South Eastern Ave Suite 350
Las Vegas, NV 89123
(702) 617-3263

INVOICE #
ULS-016

BILL TO:

First 100, LLC
11920 Southern Highlands Pkwy, Suite 200
Las Vegas, NV 89141

INVOICE DATE
05/29/13

DUE DATE
On receipt

BALANCE DUE
\$2,250.00

Placement Payments:

DESCRIPTION	HOA	AMOUNT
1. 7255 W. Sunset #1173	Tuscano	\$ 750.00
2. 7255 W. Sunset #2018	Tuscano	\$ 750.00
3. 7255 W. Sunset #2050	Tuscano	\$ 750.00
Total		\$2,250.00

BALANCE DUE \$2,250.00

Please make check payable to **United Legal Services Inc.**

Invoice

UNITED LEGAL SERVICES INC.
8965 South Eastern Ave Suite 350
Las Vegas, NV 89123
(702) 617-3263

INVOICE #
ULS-021

BILL TO:

First 100, LLC
11920 Southern Highlands Pkwy, Suite 200
Las Vegas, NV 89141

INVOICE DATE
07/03/13

DUE DATE
On receipt

BALANCE DUE
\$6,400.00

Placement Payments:

DESCRIPTION	HOA	AMOUNT
1. 7255 W Sunset #1049	Tuscano	\$ 800.00
2. 7255 W Sunset #1082	Tuscano	\$ 800.00
3. 7255 W Sunset #1088	Tuscano	\$ 800.00
4. 7255 W Sunset #1151	Tuscano	\$ 800.00
5. 7255 W Sunset #1169	Tuscano	\$ 800.00
6. 7255 W Sunset #2039	Tuscano	\$ 800.00
7. 7255 W Sunset #1032	Tuscano	\$ 800.00
8. 7445 Crested Quail	Sun City Allante	\$ 800.00
Total		\$6,400.00

BALANCE DUE **\$6,400.00**

Please make check payable to **United Legal Services Inc.**

Proceeds Reconciliation Report 6/25/2013

DEBITS	CREDITS	What	Related to		Proceeds	HOA Lien	Excess
\$693.00		Superpriority	MV-SO3-27 - 10105 Prattville Ave				
\$525.00		RRFS payment plan	NV-8E3-17 - 5261 River Glen Drive Unit 201				
	\$300.00	Fees	Payoff quote for above (2 @ \$150)	NAC 116,470(2)(a)			
	\$60.00	Fees	Release of Notice of Lien (2 @ \$30)	NAC 116,470(2)(i)			
	\$44.00	Costs	Recordation of release (2 @ \$22)	NAC - cost			
\$7,800.00		Auction proceeds	NV-1U3-03				
	\$0.00	Excess proceeds	None				
	\$125.00	Fees	Conduct foreclosure sale - June 23 sale (1 above @ \$125)	NRS 116.31164(3)(c)			
	\$125.00	Fees	Prepare and record transfer deed for above (1 @ \$125)	NAC 116,470(2)(h)	\$7,800.00	\$7,806.42	-\$6.42
	\$150.00	Fees	Foreclosure fee (1 @ \$150)	NAC 116,470(2)(i)			
\$6,000.00		Auction proceeds	From First 100 (2 properties)	NAC 116,470(2)(t)			
	\$250.00	Fees	Conduct foreclosure sale - June 23 sale (2 @ \$125)	NAC 116,470(2)(h)			
	\$250.00	Fees	Prepare and record transfer deed for above (2 @ \$125)	NAC 116,470(2)(i)			
	\$300.00	Fees	Foreclosure fee (2 @ \$150)	NAC 116,470(2)(t)			
	\$533.05	Costs	Recordation RPTT costs for F100 (2 properties)	Actual			
	\$12,880.95	Remittance	Proceeds remitted to First 100				
\$15,018.00	\$15,018.00	Checksum	0				

Section 5

Auction Results

DATE 5-11-15 EXHIBIT F
WITNESS Atkinson PAGE(S)
Kele R. Smith, C/C No. 672

June 22, 2013

APN	Address	Opening Bid	Winning Bidder	Winning Bid	Result
176-03-510-341	7255 W Sunset Unit 1173 Las Vegas, Nevada 89113	\$99	FIRST 100	\$3000	
176-03-510-042	7255 W Sunset Unit 2018 Las Vegas, Nevada 89113	\$99	first 100	\$3000	
176-03-510-102	7255 W Sunset Unit 2050 Las Vegas, Nevada 89113	\$99	JACOBS L.	\$7800	

Section 6

Emails

EXHIBIT G
DATE 5-11-15
WITNESS: Atkinson
PAGE(S)
Kele R. Smith, CCR No. 672

Robert Atkinson

From: Michelle Sergent <msergent@first100llc.com>
Sent: Thursday, March 28, 2013 12:54 PM
To: Robert Atkinson
Subject: Tuscano
Attachments: Tuscano PSA- Executed.pdf

Robert:

Please sign attached PSA and return to our office. We receiving original form Association in the mail.

Thanks,

Michelle Sergent
Office Manager

First 100, LLC
10620 Southern Highlands Parkway, Suite 110-485
Las Vegas, Nevada 89141
(702) 823-3600 ext. 114

Robert Atkinson

From: Michelle Sergent <msergent@first100llc.com>
Sent: Thursday, March 28, 2013 2:19 PM
To: jmercer@rrfs.com; Robert Atkinson
Subject: Tuscano

Jennifer:

We have received the signed PSA in our office and I will forward executed copy to you tomorrow. Please send over documents listed below to schedule properties for sale.

7255 W. Sunset Rd., #2046
7255 W. Sunset Rd., #2141
7255 W. Sunset Rd., #1008
7255 W. Sunset Rd., #2017
7255 W. Sunset Rd., #2024

For each property:

- Account detail for assessments
- The invoice for collections costs (one invoice per property)
- Notice of Lien
- Notice of Default

Thank You,

Michelle Sergent
Office Manager

First 100, LLC
10620 Southern Highlands Parkway, Suite 110-485
Las Vegas, Nevada 89141
(702) 823-3600 ext. 114

Robert Atkinson

From: Michelle Sergent <msergent@first100llc.com>
Sent: Wednesday, April 03, 2013 11:23 AM
To: jmercer@rrfs.com; Cameron Starner; Robert Atkinson; Chris Wood
Subject: Tuscano

We have received the PSA for the referenced Association. Please provide updated ledger to our office.

7255 W. Sunset Rd., #2046
7255 W. Sunset Rd., #2141
7255 W. Sunset Rd., #1008
7255 W. Sunset Rd., #2017
7255 W. Sunset Rd., #2024

In addition, please provide documents listed below for processing:

For each property:

- Account detail for assessments
- The invoice for collections costs (one invoice per property)
- Notice of Lien
- Notice of Default

Thanks,

Michelle Sergent

Office Manager

First 100, LLC
10620 Southern Highlands Parkway, Suite 110-485
Las Vegas, Nevada 89141
(702) 823-3600 ext. 114

Robert Atkinson

From: Cameron Starner <Cstarnar@rrfs.com>
Sent: Friday, April 05, 2013 1:56 PM
To: Michelle Sergent; Robert Atkinson
Cc: Jennifer Mercer
Subject: Tuscano
Attachments: Account Notes & Details.pdf; Liens & NODs.pdf

Michelle,

Here are the documents for Tuscano.

Cameron Starner

Account Executive

Red Rock Financial Services

Nevada: o. 702.551.8577 | c. 702.306.0909 | f. 702.550.8578 | www.RRFS.com

Utah: o. 801.380.1266 | c. 702.306.0909 | f. 702.550.8578 | www.RRFS.com



A FirstService Residential Management Company

Click to follow Red Rock on LinkedIn!



Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.

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Robert Atkinson

From: Michelle Sergent <msergent@first100llc.com>
Sent: Friday, April 26, 2013 11:34 AM
To: jmerc@rrfs.com; Cameron Starner; Robert Atkinson
Subject: Tuscano
Attachments: Tuscano- 2.pdf

Jen:

Please find attached authorization for 7255 W. Sunset, #2140. Please forward account ledger, collection invoice, copy of lien, and a copy of the default.

Thank you,

Michelle Sergent
Office Manager

First 100, LLC
10620 Southern Highlands Parkway, Suite 110-485
Las Vegas, Nevada 89141
(702) 823-3600 ext. 114

Robert Atkinson

From: Michelle Sergent <msergent@first100llc.com>
Sent: Monday, April 29, 2013 9:52 AM
To: jmercer@rrfs.com; Cameron Starner; Robert Atkinson
Subject: Tuscano
Attachments: Tuscano- 2.pdf

Jen:

Please see attached Exhibit for new property being transferred to ULS. Please provide an updated ledger, collection invoice, copy of the lien, and a copy of the default for the property.

Thank You,

Michelle Sergent
Office Manager

First 100, LLC
10620 Southern Highlands Parkway, Suite 110-485
Las Vegas, Nevada 89141
(702) 823-3600 ext. 114

Robert Atkinson

From: Michelle Sergent <msergent@first100llc.com>
Sent: Tuesday, May 21, 2013 1:33 PM
To: Cameron Starnier; jmercier@rrfs.com; Robert Atkinson; Julia Gokcekian; Kim Aune
Subject: Tuscano
Attachments: Tuscano Exhibit 3- Executed.pdf

Jennifer:

Please see attached executed agreement for Tuscano. Please send over a copy of the ledger, the collection invoice, a copy of the lien, and a copy of the default for each property listed on attached document.

Thank You,

Michelle Sergent
Office Manager

First 100, LLC
10620 Southern Highlands Parkway, Suite 110-485
Las Vegas, Nevada 89141
(702) 823-3600 ext. 114

Robert Atkinson

From: Michelle Sergent <msergent@first100llc.com>
Sent: Tuesday, July 02, 2013 9:56 AM
To: Julia Thompson; Robert Atkinson
Subject: Tuscano
Attachments: Tuscano #3.pdf

Julia:

Please find attached the acceptance of the offer from First 100. Please provide an updated account ledger, collection invoice, and a copy of the lien and default for each property.

Thank you,

Michelle Sergent
Office Manager

First 100, LLC
10620 Southern Highlands Parkway, Suite 110-485
Las Vegas, Nevada 89141
(702) 823-3600 ext. 114

Robert Atkinson

From: Michelle Sergent <msergent@first100llc.com>
Sent: Wednesday, July 03, 2013 10:02 AM
To: Julia Thompson; Robert Atkinson
Subject: Tuscano
Attachments: Executed PO- Tuscano #4.pdf

Julia:

Please find attached executed PO for the referenced property. Please provide an updated account ledger, collection invoice, and a copy of the lien and default.

Thank you,

Michelle Sergent
Office Manager

First 100, LLC
10620 Southern Highlands Parkway, Suite 110-485
Las Vegas, Nevada 89141
(702) 823-3600 ext. 114

Robert Atkinson

From: Michelle Sergent <msergent@first100llc.com>
Sent: Tuesday, March 26, 2013 12:01 PM
To: Robert Opdyke; Robert Atkinson; Chris Wood
Subject: Tuscano
Attachments: Tuscano HOA OFFER.doc

Chris:

Please review attached offer.

Robert:

Please update PSA to reflect change in number of units.

Thanks,

Michelle Sergent
Office Manager

First 100, LLC
10620 Southern Highlands Parkway, Suite 110-485
Las Vegas, Nevada 89141
(702) 823-3600 ext. 114

Robert Atkinson

From: Robert Atkinson
Sent: Thursday, March 28, 2013 10:03 AM
To: 'Chris Wood'
Subject: What was the Mountain's Edge community that signed the PSA?

Chris,

Was there a PSA signed that has not come back yet? Vistana, or Tuscano?

-Robert

Robert Atkinson, Esq.

Attorney

☎ Office: (702) 614-0600
✉ Email: robert@nv-lawfirm.com
☎ Fax: (702) 614-0647

8965 South Eastern Ave Suite 350
Las Vegas, NV 89123

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then it is a PRIVILEGED and CONFIDENTIAL communication.

Robert Atkinson

From: Julia Thompson <JThompson@rrfs.com>
Sent: Wednesday, May 01, 2013 12:05 PM
To: Jennifer Mercer; Michelle Sergent; Cameron Starner; Robert Atkinson
Subject: RE: Tuscano
Attachments: Invoice 60688.pdf

Attached.

Julia Thompson
Red Rock Financial Services
A FirstService Residential Management Company

******Our Corporate Office has moved effective April 2nd! The new address will be: 4775 W. Teco Ave. Suite #140, Las Vegas, NV 89118******

o. 702.932.6887 | f. 702.315.1351 | www.RRFS.com

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From: Michelle Sergent [<mailto:msergent@first100llc.com>]
Sent: Friday, April 26, 2013 11:34 AM
To: Jennifer Mercer; Cameron Starner; Robert Atkinson
Subject: Tuscano

Jen:

Please find attached authorization for 7255 W. Sunset, #2140. Please forward account ledger, collection invoice, copy of lien, and a copy of the default.

Thank you,

Michelle Sergent
Office Manager

First 100, LLC
10620 Southern Highlands Parkway, Suite 110-485
Las Vegas, Nevada 89141
(702) 823-3600 ext. 114

Robert Atkinson

From: Julia Thompson <JThompson@rrfs.com>
Sent: Thursday, May 23, 2013 2:21 PM
To: 'Michelle Sergent (msergent@first100llc.com)'; Robert Atkinson
Cc: Jennifer Mercer; Cameron Starnier; Julia Gokcekian; Kim Aune
Subject: RE: Tuscano
Attachments: Invoice 792725.pdf; Invoice 72905.pdf; Invoice 792724.pdf

Attached please find the requested information.

Thank you!

Julia Thompson
Red Rock Financial Services
A FirstService Residential Management Company

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From: Michelle Sergent [<mailto:msergent@first100llc.com>]
Sent: Tuesday, May 21, 2013 1:33 PM
To: Cameron Starnier; Jennifer Mercer; Robert Atkinson; Julia Gokcekian; Kim Aune
Subject: Tuscano

Jennifer:

Please see attached executed agreement for Tuscano. Please send over a copy of the ledger, the collection invoice, a copy of the lien, and a copy of the default for each property listed on attached document.

Thank You,

Michelle Sergent
Office Manager

First 100, LLC
10620 Southern Highlands Parkway, Suite 110-485
Las Vegas, Nevada 89141
(702) 823-3600 ext. 114

Robert Atkinson

From: Robert Atkinson
Sent: Thursday, March 28, 2013 1:03 PM
To: 'Michelle Sergent'
Subject: RE: Tuscano
Attachments: Sig page.pdf

Signature page attached.

-Robert

Robert Atkinson, Esq.

Attorney

☎ Office: (702) 614-0600
✉ Email: robert@nv-lawfirm.com
☎ Fax: (702) 614-0647

8965 South Eastern Ave Suite 350
Las Vegas, NV 89123

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From: Michelle Sergent [<mailto:msergent@first100llc.com>]
Sent: Thursday, March 28, 2013 12:54 PM
To: Robert Atkinson
Subject: Tuscano

Robert:

Please sign attached PSA and return to our office. We receiving original form Association in the mail.

Thanks,

Michelle Sergent
Office Manager

First 100, LLC
10620 Southern Highlands Parkway, Suite 110-485
Las Vegas, Nevada 89141
(702) 823-3600 ext. 114

Robert Atkinson

From: Robert Atkinson
Sent: Friday, April 05, 2013 2:01 PM
To: 'Cameron Starner'; 'Michelle Sergent'
Cc: 'Jennifer Mercer'
Subject: RE: Tuscano

Received, thank you!

-Robert

Robert Atkinson, Esq.

Attorney

☎ Office: (702) 614-0600
✉ Email: robert@nv-lawfirm.com
☎ Fax: (702) 614-0647

8965 South Eastern Ave Suite 350
Las Vegas, NV 89123

*Notice: If this email was sent to a client or prospective client,
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From: Cameron Starner [<mailto:Cstarner@rrfs.com>]
Sent: Friday, April 05, 2013 1:56 PM
To: Michelle Sergent; Robert Atkinson
Cc: Jennifer Mercer
Subject: Tuscano

Michelle,

Here are the documents for Tuscano.

Cameron Starner

Account Executive

Red Rock Financial Services

Nevada: o. 702.551.8577 | c. 702.306.0909 | f. 702.550.8578 | www.RRFS.com

Utah: o. 801.380.1266 | c. 702.306.0909 | f. 702.550.8578 | www.RRFS.com



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Robert Atkinson

From: Robert Atkinson
Sent: Wednesday, May 01, 2013 3:35 PM
To: 'Julia Thompson'; 'Jennifer Mercer'; 'Michelle Sergent'; 'Cameron Starner'
Subject: RE: Tuscano

Perfect, thanks.

-Robert

Robert Atkinson, Esq.

Attorney

☎ Office: (702) 614-0600
✉ Email: robert@nv-lawfirm.com
☎ Fax: (702) 614-0647

8965 South Eastern Ave Suite 350
Las Vegas, NV 89123

Notice: If this email was sent to a client or prospective client,
then it is a PRIVILEGED and CONFIDENTIAL communication.

From: Julia Thompson [<mailto:JThompson@rrfs.com>]
Sent: Wednesday, May 01, 2013 12:05 PM
To: Jennifer Mercer; Michelle Sergent; Cameron Starner; Robert Atkinson
Subject: RE: Tuscano

Attached.

Julia Thompson
Red Rock Financial Services
A FirstService Residential Management Company

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From: Michelle Sergent [<mailto:msergent@first100llc.com>]
Sent: Friday, April 26, 2013 11:34 AM
To: Jennifer Mercer; Cameron Starner; Robert Atkinson
Subject: Tuscano