

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 07:03 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 VII**

ARIEL E. STERN, ESQ.
Nevada Bar No. 8276
MELANIE D. MORGAN, ESQ.
Nevada Bar No. 8215
SCOTT R. LACHMAN, ESQ.
Nevada Bar No. 12016
AKERMAN, LLP
1635 Village Center Circle, Suite 200
Las Vegas, NV 89134
Telephone: (702) 634-5000

Attorneys for Appellant

¹ Documents from Volumes 1-5 are identical to the Joint Appendix Volumes 1-5 of Related Case No. 70754.

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DATED February 28, 2020.

AKERMAN LLP

/s/ Scott R. Lachman

ARIEL E. STERN, ESQ.

Nevada Bar No. 8276

MELANIE D. MORGAN, ESQ.

Nevada Bar No. 8215

SCOTT R. LACHMAN, ESQ.

Nevada Bar No. 12016

1635 Village Center Circle, Suite 200

Las Vegas, NV 89134

Attorneys for Appellant

CERTIFICATE OF SERVICE

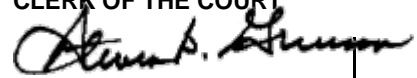
I certify that I electronically filed on February 28, 2020, the foregoing **APPENDIX TO OPENING BRIEF, VOLUME VII** with the Clerk of the Court for the Nevada Supreme Court by using the CM/ECF system. I further certify that all parties of record to this appeal either are registered with the CM/ECF or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



TRAN

DISTRICT COURT
CLARK COUNTY, NEVADA
* * * * *

WEST SUNSET 2050 TRUST	.	
	.	
Plaintiff	.	CASE NO. A-13-691323-C
	.	
vs.	.	
	.	DEPT. NO. XI
NEW FREEDOM MORTGAGE	.	
CORPORATION, et al.	.	
	.	
Defendants	.	Transcript of
	.	Proceedings
.	

BEFORE THE HONORABLE ELIZABETH GONZALEZ, DISTRICT COURT JUDGE

BENCH TRIAL - DAY 2

WEDNESDAY, JULY 3, 2019

APPEARANCES:

FOR THE PLAINTIFF:	LUIS A. AYON, ESQ.
	STEPHEN H. BURKE, ESQ.

FOR THE DEFENDANTS:	ARIEL E. STERN, ESQ.
	MELANIE D. MORGAN, ESQ.

COURT RECORDER:	TRANSCRIPTION BY:
JILL HAWKINS	FLORENCE HOYT
District Court	Las Vegas, Nevada 89146

Proceedings recorded by audio-visual recording, transcript produced by transcription service.

1 LAS VEGAS, NEVADA, WEDNESDAY, JULY 3, 2019, 9:36 A.M.
2 (Court was called to order)
3 THE COURT: Good morning. West Sunset; correct?
4 MS. MORGAN: Yes.
5 THE COURT: All right. Which witness are we calling
6 now?
7 MS. MORGAN: Nationstar calls Matt LaBrie.
8 MATTHEW LABRIE, DEFENDANTS' WITNESS, SWORN
9 THE CLERK: Please state and spell your first and
10 last name.
11 THE WITNESS: Matthew Labrie, M-A-T-T-H-E-W, LaBrie,
12 L-A-B-R-I-E.
13 THE COURT: Thank you, sir. Sir, there's water
14 there, there are exhibit books that have some of the exhibits
15 in that you've got right in front of you, and then there's
16 also M&M dispensers, if you need some food. Don't let the
17 lawyers have any.
18 You may continue, Ms. Morgan.
19 MS. MORGAN: Thank you.
20 DIRECT EXAMINATION
21 BY MS. MORGAN:
22 Q Mr. LaBrie, are you employed?
23 A Yes, I am.
24 Q Who is your employer?
25 A Bank of America N.A.
26 Q What is your job title at Bank of America?

1 A Assistant vice president, consumer resolution
2 associate.

3 Q All right. And what does it mean to have that job
4 title?

5 A In my duties I handle a portfolio of litigated cases
6 for the bank that I work with counsel to resolve. I also
7 appear at trials, depositions, and mediations as a witness for
8 the bank.

9 Q All right. And have you appeared in trials
10 regarding Nevada HOA foreclosures before?

11 A Yes, I have. Lots.

12 Q And it's been more than one; right?

13 A Yes.

14 Q Quite a few?

15 A Yes.

16 Q All right. Are you familiar with a loan concerning
17 borrower Stephanie Tablante?

18 A Yes, I am.

19 Q How are you familiar with that loan?

20 A I reviewed the loan on our system of record and the
21 documents relating to that loan in our document management
22 portal.

23 Q What is Bank of America's relation with respect to
24 Ms. Tablante's loan?

25 A We were the servicer on behalf of Freddie Mac.

1 Q What does it mean to service a loan?

2 A Service the loan, basically we're the agent that
3 collects the payments, that performs any kind of duties that
4 are needed on the loan. If the loan is in foreclosure, we
5 would work with the borrower to seek any pre-foreclosure
6 activities, send statements, things of that nature.

7 Q All right. So does the servicer -- is that the
8 entity responsible for collecting payments and then routing
9 them wherever they need to go?

10 A Yes.

11 Q Does Bank of America service loans that it does not
12 own?

13 A Yes, we do.

14 Q All right. And what about in this case?

15 A That's the case on this loan.

16 Q All right. Who owned the loan in this case?

17 MR. AYON: Objection, Your Honor.

18 THE COURT: A basis?

19 MR. AYON: I'm sure she's trying to elicit an answer
20 that says that Freddie Mac or Fannie Mae owns this loan, which
21 has already --

22 THE COURT: Well, he already said he was the
23 servicer for Freddie Mac. So I figure I'm going to hear that
24 answer.

25 MR. AYON: It's their witness. They should

1 reasonably understand what is an order, what's been a motion
2 in limine in this case, Your Honor. So they should have
3 instructed as far as that. All this evidence has already been
4 excluded. To the extent --

5 THE COURT: Okay. Thank you.

6 MS. MORGAN: You know, I can withdraw the question.

7 THE COURT: Why don't you ask it a different way.

8 MS. MORGAN: Sure.

9 BY MS. MORGAN:

10 Q All right. So I believe you testified that in this
11 case Bank of America does not own the loan.

12 A That's correct.

13 Q All right. So if you could turn with me to
14 Exhibit 2. Are you familiar with this document?

15 A Yes, I am.

16 Q What is it?

17 A This is a copy of the deed of trust for the loan
18 we're talking about.

19 Q Did Bank of America originate the loan secured by
20 this deed of trust?

21 A No, we didn't.

22 Q Who did?

23 A New Freedom Mortgage Corporation.

24 Q Did Bank of America ever own this note?

25 A No, we didn't.

1 Q Or ever own this loan?

2 A No, we didn't.

3 Q So has Bank of America's role with respect to this

4 loan only been as a servicer?

5 A Yes, it has.

6 Q When did Bank of America begin servicing this loan?

7 A Basically right after the inception of the loan.

8 Q Did BAC Home Loan Servicing ever service the loan?

9 A Yes.

10 Q Was that before or after -- well, actually, let me

11 ask that differently. What's the relationship between BAC

12 Home Loan Servicing and Bank of America?

13 A BAC Home Loan Servicing merged into Bank of America

14 in 2011.

15 Q All right. So if you would look with me -- well,

16 let me ask you this. Did Bank of America or BAC Home Loan

17 Servicing let Ms. Tablante know that they were the servicer of

18 the loan?

19 A Yes.

20 Q If you would turn with me, please, to Exhibit 27.

21 A Okay.

22 Q Are you familiar with this document?

23 A Yes, I am.

24 THE COURT: That is a proposed exhibit; correct?

25 MS. MORGAN: Yes.

1 THE WITNESS: Yes, I am.

2 BY MS. MORGAN:

3 Q Okay. What is it?

4 A This is a letter to the borrower letting them know
5 that the servicing of their loan is going from BAC Home Loan
6 Servicing to Bank of America.

7 Q All right. And what was the date of the transfer
8 from BAC Home Loan Servicing to Bank of America?

9 A July 1st, 2011.

10 Q In your preparation for your testimony today is this
11 a document that you found in Bank of America's system of
12 record?

13 A Yes.

14 Q Are these types of letters notifying borrowers of a
15 servicing transfer, are those letters kept in the regular
16 course of Bank of America's business activities?

17 A Yes, they are.

18 Q Was this letter one that was routinely made and kept
19 as a usual business practice of Bank of America?

20 A Yes.

21 Q And was the record made at or near the time of the
22 events reported within this letter?

23 A Yes, it was.

24 Q Was this letter made by a person with knowledge or
25 from information transmitted by a person with knowledge?

1 A Yes.

2 Q And was that knowledge reported in the regular
3 course of business?

4 A Yes, it was.

5 MS. MORGAN: Your Honor, move to admit Exhibit 27.

6 THE COURT: Any objection?

7 MR. AYON: Yeah. Your Honor, all those questions
8 were leading in terms of what the letter was. There was no
9 testimony as far as who wrote the letter, whether it was sent,
10 or any of that. So if it does get admitted, it should only be
11 admitted for the limited purpose that it was in their actual
12 file.

13 THE COURT: Okay. Sir, are you the custodian of the
14 records for Bank of America?

15 THE WITNESS: Yes, I am.

16 THE COURT: Okay. Tell me how you perform your job
17 duties as a custodian given all of your other job duties.

18 THE WITNESS: I'm sorry. I don't understand.

19 THE COURT: Usually the custodian of records is not
20 the person who goes to mediations, appears at trials. So I'm
21 trying to figure out how you could possibly do both jobs.

22 THE WITNESS: I don't know.

23 THE COURT: Are you in charge of the computer
24 system?

25 THE WITNESS: No, I'm not.

1 THE COURT: Do you know how the records are put into
2 that computer system?

3 THE WITNESS: I know that they're done with -- the
4 records are only put into the system by people that have
5 access to do that.

6 THE COURT: Right. But you're not that person in
7 charge of that group?

8 THE WITNESS: No, I'm not.

9 THE COURT: Okay.

10 MS. MORGAN: I can lay some additional foundation.

11 THE COURT: That'd be lovely.

12 MS. MORGAN: Okay. Thank you.

13 BY MS. MORGAN:

14 Q I'm assuming that Bank of America has different
15 computer systems that comprise its system of records. Is that
16 correct?

17 A Yes.

18 Q And can you describe those systems of -- those
19 computer systems that Bank of America uses.

20 A Yes. We have a system known as AS400 that's
21 basically the system of record. In that system you can pull
22 -- you can enter a loan number and pull up any information
23 about the loan, when the loan was originated, the payment
24 amounts, how much the escrow payments are, stuff like that.

25 Q All right. Are there any other systems other than

1 AS400?

2 A Yes. There are numerous other systems.

3 Q When you saw this record, Exhibit 27, within Bank of
4 America's system of record where did you see it?

5 A In the document management portal.

6 Q Is that different than the AS400?

7 A Yes, it is.

8 Q Okay. What is the document management portal?

9 A The document management portal hosts -- basically
10 you enter the loan number that you're searching for, and you
11 can pull up every document for the life of the loan. So you
12 can see a copy of the note, a copy of the deed of trust, any
13 letters that were sent to the borrower, the origination
14 documents. Basically everything.

15 Q Is it important that the information in the document
16 management portal be reliable and accurate?

17 A Yes, it is.

18 Q Why is that important?

19 A Because it's used to service the loan. So it's
20 important for me that the information be accurate so that I
21 know when I'm searching for a loan and I put the loan number
22 in that I'm going to see the documents that relate to that
23 loan that I'm looking for.

24 Q Does Bank of America take any steps, such as regular
25 audits or anything like that, to ensure that the information

1 within the document management portal is in fact reliable and
2 accurate?

3 A Yes.

4 Q And how long have you worked at Bank of America?

5 A Six and a half years.

6 Q In your six and a half years at working with Bank of
7 America has it been your experience that the information
8 located within the document management portal is in fact
9 accurate and reliable?

10 A Yes. It's always been accurate and reliable.

11 Q Do you have any reason to believe that Exhibit 27,
12 the letter to the borrower, does not relate to this loan?

13 A No, I don't.

14 MS. MORGAN: Okay. With that additional foundation
15 I'd like to move to admit Exhibit 27.

16 THE COURT: Any additional objections, Mr. Ayon?

17 MR. AYON: Just the same thing as far -- well, let
18 me clarify that. Same thing as far as that the only
19 admissibility is that it's in their file. But I don't see any
20 evidence that it was mailed out to borrower.

21 MS. MORGAN: That's okay.

22 THE COURT: For what purpose are you admitting the
23 document?

24 MS. MORGAN: I'm admitting the document to show that
25 servicing did transfer. And then I'm going to ask some

1 questions about the debt validation notice section on the
2 second page of the exhibit. But I'm not admitting it to show
3 that it was actually mailed to Ms. Tablante.

4 THE COURT: Thank you.

5 MR. AYON: That's fine, Your Honor.

6 THE COURT: With that understanding, that can be
7 admitted for that limited purpose. Thank you.

8 (Joint Exhibit 27 admitted)

9 BY MS. MORGAN:

10 Q And, Mr. LaBrie, if you would turn to the second
11 page of that letter, Bate Stamp NSM00829.

12 A Okay.

13 Q Under Section 2(b) it says, "The name of the
14 creditor to whom the debt is owed, FHLMCS-A --

15 MR. AYON: Your Honor, before she kind of continues
16 with that question which is kind of in the same realm, there
17 is an order of the Court saying that this evidence has been
18 excluded. It was already --

19 THE COURT: Because it was never disclosed on time.

20 MR. AYON: Yes. So to the extent that they're
21 trying to back-door an argument --

22 THE COURT: Was this document disclosed previously,
23 Mr. Ayon?

24 MR. AYON: That I don't know. I can't make a
25 representation one way or the other.

1 THE COURT: Ms. Morgan, when was this document,
2 Exhibit 27, which has been admitted for a limited purpose,
3 disclosed as part of the discovery process?

4 MS. MORGAN: I don't know what day it was disclosed,
5 but I do know that it was included in pretrial disclosures and
6 Mr. Ayon did not object to the timeliness of the document. He
7 did object to the timeliness of a number of documents that
8 were the subject of the motion in limine.

9 MR. STERN: What's the Bates number?

10 MS. MORGAN: 829.

11 THE COURT: Come on, Mr. Stern. Tell me what group
12 it was -- come on. Tell me when it was produced. Come on.
13 You've got the whole list there.

14 MR. STERN: Oh. It's going to take a second, Judge.

15 THE COURT: Well, at least through the Bates number
16 you'll know when, because you produced them in tranches;
17 right?

18 MS. MORGAN: I do know -- because I anticipated this
19 would come up, so I looked last night, and I do know that
20 Sunset did not object in the pretrial disclosures or in our --
21 in the joint pretrial memo to this particular document.

22 THE COURT: So what I'm trying to get to is it's got
23 a Bates number of 829. Which of your Rule 16.1 disclosures
24 was it a part of?

25 Sorry, sir. There have been some contentious issues

1 in the last two months in this case. And they're not your
2 fault.

3 THE WITNESS: All righty.

4 (Pause in the proceedings)

5 MS. MORGAN: All right. This document was disclosed
6 on April 22nd, 2019. If I recall, discovery did close on
7 February 22nd, 2019. Our position is that the untimeliness of
8 this particular document was waived. And that's because when
9 we disclosed it two times as pretrial disclosures in an
10 amended and a second amended pretrial disclosures, and neither
11 of the objections did West Sunset object that the document was
12 in any way untimely. And I think that's important; because,
13 while Sunset did object to a number of our documents being
14 untimely, so they clearly knew how to object to something
15 being untimely disclosed, but they waived that objection with
16 respect to this particular argument.

17 They waived it again in the joint pretrial
18 memorandum when they didn't object at all to the document.

19 THE COURT: Hold on. I'm in the objection section
20 of theirs, which was filed on May 6th.

21 MR. AYON: And, Your Honor --

22 THE COURT: Wait. Hold on.

23 What's the Bates number again, 862?

24 MR. AYON: 829.

25 MS. MORGAN: 827, 828, 829.

1 THE COURT: So the objection ends at the document
2 NSM00826 and then resumes again at the document NSM00836. So
3 it appears that the objection was not made to this document of
4 the group that was produced.

5 MR. AYON: Can I be heard on that issue?

6 THE COURT: Sure.

7 MR. AYON: Your Honor, I think this is -- I mean,
8 I'm actually surprised that they're making this argument. I
9 think this is really a violation of the professional rules of
10 conduct, because, Your Honor, we know that these issues --
11 that they were objected to. And the fact that they were
12 trying to back-door an argument like that is -- frankly, is
13 disingenuous. Your Honor --

14 THE COURT: Well, you understand that I know I'm not
15 letting in evidence about the actual owner of the loan because
16 of the late disclosure and the poor conduct on behalf of
17 someone who should have disclosed it many, many years ago. So
18 to the extent that somebody has a reference in there to a loan
19 number which might indicate it was a Freddie Mac loan, I'm
20 going to still allow the loan number to be admitted, since
21 it's part of this document. But I am certainly not going to
22 go back to a situation where because of the failure to timely
23 disclose the actual ownership of the loan somebody, like the
24 plaintiff, may have been prejudiced. Okay? How's that?

25 MR. AYON: Thank you, Your Honor.

1 THE COURT: So you may continue with that
2 understanding. So I don't care what the loan number is, but
3 I'm happy for him to refer to it.

4 MS. MORGAN: All right. And I would just like to
5 make a record that we were not trying to back-door anything.
6 We actually brought it affirmatively to the Court's attention
7 in our motion in limine. So --

8 THE COURT: You did. You did. And we briefed it
9 and we argued it, and I made a ruling. And some day somebody
10 in some other city is going to rule on that.

11 MR. AYON: And, Your Honor, I do want this argument
12 to kind of be at least -- or the other side to be cautioned,
13 because I think that the next step is that we move to strike
14 her answer.

15 THE COURT: Luckily, I have no jury here. So you
16 don't have the issue of unringing the bell. It's whether
17 somebody's going to convince me that I was wrong -- and, by
18 the way, you still haven't submitted an order, Mr. Ayon --
19 related to the motion in limine that was filed on or about
20 May 14th, which I denied.

21 MR. AYON: I believe that I submitted one in open
22 court, Your Honor. That was -- because I had Mr. Stern sign
23 it at the time, the trial the last time.

24 THE COURT: Motion in limine?

25 MR. AYON: Yes.

1 MS. MORGAN: As I recall, there was a draft on the
2 first day that we commenced trial. It's a very simple order
3 that just says "Denied." I don't know --

4 MR. AYON: It wasn't very contentious, that's for
5 sure.

6 MS. MORGAN: Yeah.

7 THE COURT: I haven't seen it.

8 MS. MORGAN: Okay. We may not have --

9 MR. AYON: I'll resubmit it, Your Honor.

10 THE COURT: You may have handed it among yourselves
11 and just not given it to me.

12 MR. AYON: Which is very likely, Your Honor.

13 THE COURT: I only know there's no order because it
14 says so in the computer file which I am not the custodian of
15 records with and which is not always accurate.

16 MR. AYON: I know what system you're talking about.
17 And you're right, it was never accurate.

18 THE COURT: Okay. We were on 27, and you were
19 asking him about the loan number on page 2.

20 BY MS. MORGAN:

21 Q Right. I had read the first sentence of Section
22 2(b). I won't re-read it; but did I read that correctly the
23 first time?

24 A Yes.

25 Q What does FHLMC stand for?

1 MR. AYON: Objection, Your Honor.

2 THE COURT: Overruled.

3 THE WITNESS: Freddie Mac.

4 BY MS. MORGAN:

5 Q And then the second sentence in section (b) says,
6 "Please note that unless Bank of America N.A. is listed in
7 2(b) as the creditor of your loan, Bank of America N.A. does
8 not own your loan and only services your loan on behalf of
9 your creditor subject to the requirements and guidelines of
10 your creditor." Did I read that correctly?

11 A Yes, you did.

12 Q Is that sentence consistent with the documents that
13 you reviewed in preparation for your testimony today?

14 A Yes, it is.

15 Q Did you see any indication in your system of record
16 of any other creditor to whom the debt is owed other than the
17 one listed in Section 2(b)?

18 MR. AYON: Objection, Your Honor. I mean, she's
19 still trying to elicit testimony as far as the ownership of
20 this after we've already kind of went through this.

21 THE COURT: Okay. So remember I know who owns it,
22 because I dealt with the motion in limine and denied it. So
23 this is not a surprise to me. I've already decided I'm not
24 going to consider it. You may and should continue to make
25 your objections, and we'll all continue to make our record

1 just because somebody's going to raise this issue when you are
2 at an appellate level several months from now. I didn't say
3 years. I thought about it, but months.

4 Right, Mr. Stern? How long do they take?

5 MR. STERN: You would have been right, Your Honor.
6 It's a couple years, in our experience. Actually, they're
7 getting faster.

8 THE COURT: Yeah. Right. Yeah. Uh-huh. Okay.

9 Keep going, Ms. Morgan.

10 BY MS. MORGAN:

11 Q All right. So did you see an indication in Bank of
12 America's system of record that there was ever any other
13 creditor to whom the debt is owed other than the one listed in
14 Section 2(b)?

15 MR. AYON: Your Honor, did you sustain the
16 objection, or overrule it?

17 THE COURT: I overruled your objection.

18 MR. AYON: Okay.

19 THE WITNESS: No, it didn't.

20 BY MS. MORGAN:

21 Q So am I correct to understand that Bank of America
22 during the entire time it serviced the loan serviced the loan
23 on behalf of its owner, Freddie Mac?

24 MR. AYON: Objection.

25 THE COURT: Sustained. So you won't answer that

1 question.

2 Ms. Morgan, remember, we're not asking that issue.
3 The fact that Bank of America is not the owner and I know who
4 the owner is because of the motion in limine is still not
5 something we're going to get into in this trial. The fact
6 they serviced it for the owner, who was not Bank of America,
7 is fair game in this hearing, and I'm happy for you to do
8 that. But we're not going to talk about Freddie Mac.

9 MS. MORGAN: Okay. I understand.

10 THE COURT: I hope so.

11 MS. MORGAN: I think so. I want to make a record,
12 but not beat a dead horse. So that's what I'm trying to do
13 here.

14 BY MS. MORGAN:

15 Q All right. In your preparation for your testimony
16 here today did you review Bank of America's system of record
17 for HOA notices?

18 A Yes.

19 Q And are you familiar with -- since you've testified
20 before in Nevada HOA quiet title actions, are you generally
21 familiar with what those notices look like and consist of?

22 A Yes.

23 Q If you would turn with me, please, to Exhibit 8.

24 THE COURT: And Exhibit 8 was previously admitted.

25 //

1 BY MS. MORGAN:

2 Q I'll represent to you that this is the HOA's notice
3 of default in this case. In your review of Bank of America's
4 system of record did you see a copy of this notice of default?

5 A No, I did not.

6 Q The date of this notice of default is May 23rd,
7 2012. Do you see that in about the middle of the page?

8 A Yes.

9 Q In 2012 did Bank of America have a business practice
10 in place for responding to notice of default from Nevada HOAs?

11 A Yes, we did.

12 Q What was that business practice?

13 A When we would receive a notice like this we would
14 open a file within the department I work in, and then we'll
15 hire counsel to tender payment.

16 THE COURT: So, sir, how do you know that, since you
17 weren't at Bank of America then?

18 THE WITNESS: Because I have testified in over 75 of
19 these types of cases in trial and been deposed.

20 THE COURT: Okay. Thank you.

21 BY MS. MORGAN:

22 Q Did Bank of America retain outside counsel to
23 satisfy the superpriority portion of the lien for this case?

24 A No.

25 Q Why not?

1 A Because we didn't receive this notice.

2 Q And by this notice are you referring to the notice
3 of default in Exhibit 8?

4 A Yes, I am.

5 Q When did Bank of America stop servicing this loan?

6 A In February of 2013.

7 Q And which entity began servicing after Bank of
8 America?

9 A Nationstar Mortgage. But I think they go by Mr.
10 Cooper now.

11 Q If you would please turn with me to Exhibit 3. I'm
12 going to be referring to Exhibit 3 and Exhibit 4. They're
13 both previously admitted recorded documents entitled deed in
14 lieu of foreclosure. Exhibit 4 is just re-recorded with the
15 property description. That's the only difference.

16 In your review of Bank of America's system of record
17 did you see any indication that Bank of America ever consented
18 to taking a deed in lieu from Ms. Tablante?

19 A No, I did not.

20 Q Did you see any indication that New Freedom Mortgage
21 ever agreed to take a deed in lieu?

22 A No, I did not.

23 Q Do you have any reason to believe that Bank of
24 America would not have followed its customary business
25 practice of retaining outside counsel had it received the

1 notice of default in this case?

2 MR. AYON: Objection, Your Honor.

3 THE COURT: Overruled.

4 THE WITNESS: No, I don't.

5 MS. MORGAN: That's all I have.

6 THE COURT: Thank you.

7 Cross-examination.

8 MR. AYON: Court's indulgence, Your Honor, for just
9 a second.

10 (Pause in the proceedings)

11 MR. AYON: Your Honor, I was going to ask him about
12 the -- I'm trying to think -- the practices and procedures in
13 2012. But you asked that question already as far --

14 THE COURT: Well, you're welcome to follow up --

15 MR. AYON: Okay.

16 THE COURT: -- because mine was sort of a very short
17 question. And direct.

18 MR. AYON: Yeah. And like I said, I think you kind
19 of nail right on the head.

20 CROSS-EXAMINATION

21 BY MR. AYON:

22 Q So you had testified that you've only been with Bank
23 of America for six and a half years; is that correct?

24 A That's correct.

25 Q And you're testifying to policies and procedures in

1 2012; is that what I'm hearing correct?

2 A Yes.

3 Q And you said part of that was just from doing your
4 depositions and things like that. How did you get familiar --
5 how were you able to testify at those depositions about
6 policies and procedures in 2012? What specific information
7 did you gain to be able to testify to that?

8 A I reviewed our policy and procedure that stated when
9 we receive an HOA notice to open a file and hire counsel.

10 Q Okay. And in this case are you saying that -- now,
11 you're saying that you never received the notice; right?

12 A That's correct.

13 Q As part of your review for this testimony do you
14 know whether Bank of America actually received actual notice
15 of a foreclosure?

16 A No, I don't.

17 Q Okay. So it's very possible that Bank of America
18 could have received notice from either MERS -- is that
19 correct?

20 MS. MORGAN: Objection. Calls for speculation.

21 THE COURT: Overruled.

22 THE WITNESS: I'm sorry. Can you repeat that.

23 BY MR. AYON:

24 Q Yeah. So in your preparation for this testimony --
25 you've already testified that you don't know whether Bank of

1 America got actual notice of this. Is it possible that you
2 got -- that Bank of America, you, received notice through
3 another source, for example, MERS?

4 A It's possible that we could have received notice
5 through MERS.

6 Q What about from -- my understanding, from New
7 Freedom Mortgage Corporation?

8 A It's possible, I guess.

9 Q Did you review any of your -- did you review any of
10 the computer notes or anything like that that would have
11 indicated that Bank of America got actual notice?

12 A Yes, I did.

13 Q Okay. And what did -- what did you see there?

14 A I did not see that we got notice.

15 Q Okay. But you don't know, though, either; is that
16 -- so you've got some inconsistent testimony there.

17 A I didn't -- we didn't receive the notice of default.

18 Q That's not my question. So my question is did you
19 get actual notice of the sale -- of the notice of default?

20 A I'm not sure.

21 Q Will you turn to Exhibit 5, please.

22 THE COURT: And that's an admitted exhibit.

23 MR. AYON: That's correct, Your Honor.

24 BY MR. AYON:

25 Q Have you seen this document before?

1 A Yes, I have.

2 Q And what is it?

3 A It's an assignment of deed of trust to BAC Home Loan
4 Servicing.

5 Q And what does this assignment -- what is your
6 understanding that this assignment does?

7 A It transfers the beneficial interest to Bank of
8 America.

9 Q And then turn to Exhibit 6. And can you tell me
10 what that document is.

11 A It's a substitution of trustee.

12 Q And what does that do?

13 A It's transferring interest to Bank of America.

14 MR. AYON: Your Honor, I'm just taking one quick
15 look at my notes, and I should be wrapping up here soon.

16 THE COURT: It's okay.

17 MR. AYON: Thanks, Your Honor.

18 (Pause in the proceedings)

19 BY MR. AYON:

20 Q And I do want you to turn to page 10.

21 A Exhibit 10?

22 Q Yes. I'm sorry. Exhibit 10. Have you seen this
23 document before?

24 A Yes, I have.

25 Q Is it your testimony -- did Bank of America ever

1 receive this notice?

2 A I'm not sure if we received this one.

3 Q If you receive a notice of sale, what's Bank of
4 America's custom and practice to do with that notice of sale?

5 A It'll be the same procedures if we received a notice
6 of default. Open a file and hire counsel.

7 Q Was that done in this case?

8 A No, it wasn't.

9 MR. AYON: That's all the questions, Your Honor.

10 THE COURT: Redirect?

11 REDIRECT EXAMINATION

12 BY MS. MORGAN:

13 Q We can just stay exactly where Mr. Ayon left off, at
14 Exhibit 10.

15 A Okay.

16 Q Do you see -- what's the date on this notice of
17 sale?

18 A June 2013.

19 Q Where are you looking?

20 A Oh. Sorry. This is recorded on April 4, 2012.

21 THE COURT: Are you on Exhibit 10?

22 THE WITNESS: I think so. The notice of foreclosure
23 sale?

24 THE COURT: Yeah. Mine has May 28th, 2013, on the
25 signature line, and May 29th on the recording stamp.

1 THE WITNESS: Oh. Yeah. I was reading the date in
2 the first sentence. But the date at the bottom is May 28,
3 2013.

4 BY MS. MORGAN:

5 Q Okay. Now, is that -- was Bank of America still
6 servicing on May 28th, 2013?

7 A No, we weren't.

8 Q Remind us when Bank of America stopped servicing.

9 A February of 2013.

10 Q You testified you didn't see a copy of the notice of
11 default in Bank of America's system of record; is that
12 correct?

13 A That's correct.

14 Q You didn't see a notice of default that was
15 forwarded from MERS; is that accurate?

16 A I didn't see one at all. So there wasn't one
17 forwarded from MERS. If there would have been, I would have
18 seen it.

19 Q Would that have been in the document management
20 portal?

21 A Yes.

22 Q Is that the same if something had been forwarded --
23 or if a notice of default had been forwarded from New Freedom
24 Mortgage?

25 A Yes. It would have been in there.

1 Q And Mr. Ayon asked you if it's possible that Bank of
2 America got notice. Is it possible that Bank of America
3 didn't get notice?

4 A Yes.

5 Q And what makes you think that's possible?

6 A Because we didn't get the notice of default in this
7 case.

8 Q Would you say it's probable that Bank of America
9 didn't have notice of the sale because Bank of America didn't
10 receive a notice of default?

11 A Yes.

12 Q Mr. Ayon turned your attention to Exhibit 5, which
13 was the assignment of deed of trust. And you can correct me
14 if I'm wrong. I believe you testified that this assignment
15 transfers beneficial interest to Bank of America. Is that
16 your testimony?

17 A Yes.

18 Q Does this assignment -- is it your understanding
19 that this assignment transfers ownership of the loan at all?

20 A No, it doesn't.

21 Q What about Exhibit 6, the substitution of trustee?
22 Does that document operate to in any way transfer ownership of
23 the loan?

24 A No, it doesn't.

25 MS. MORGAN: That's all I have.

1 THE COURT: Anything else, Mr. Ayon?

2 MR. AYON: No, Your Honor.

3 THE COURT: Thank you, sir. We appreciate your
4 time. Have a very nice day. Travel safely.

5 Next witness.

6 MS. MORGAN: Nationstar Mortgage calls Aaryn
7 Richardson.

8 AARYN RICHARDSON, DEFENDANTS' WITNESS, SWORN

9 THE CLERK: Please be seated. And please state and
10 spell your first and last name.

11 THE WITNESS: My name is Aaryn Richardson, A-A-R-Y-N
12 R-I-C-H-A-R-D-S-O-N.

13 THE COURT: And, sir, you will notice there's a
14 pitcher of water next to you, and then there are also an
15 exhibit binder and M&Ms in the dispenser behind you.

16 Proceed.

17 DIRECT EXAMINATION

18 BY MS. MORGAN:

19 Q Mr. Richardson, who are you employed by?

20 A Nationstar Mortgage doing business as Mr. Cooper.

21 Q What kind of business is Nationstar?

22 A We are a mortgage loan servicer.

23 Q What is your title?

24 A My title is senior principal -- sorry. It just
25 changed recently. It's senior litigation resolution analyst.

1 Q What are your job duties having that title?

2 A Generally speaking I am assigned to loans that

3 Nationstar services that are in default and are also involved

4 in some form of litigation. And generally I'm tasked with

5 assisting and bringing resolution to those litigated matters.

6 That can take a lot of different forms, but generally that's

7 what I do.

8 Q Have you previously testified on behalf of

9 Nationstar in Nevada HOA matters?

10 A I have.

11 Q And approximately how many times?

12 A Less than a dozen.

13 Q Are you familiar with the loan concerning Stephanie

14 Tablante?

15 A I'm assuming you mean in court.

16 Q Yes.

17 A Yes. Less than a dozen.

18 Q Okay. What about in depositions?

19 A More than that. Probably 30 or 40, if I had to

20 guess. I really don't know.

21 Q All right. Are you familiar with a loan concerning

22 Stephanie Tablante?

23 A I am.

24 Q How are you familiar with that loan?

25 A It is a loan that Nationstar services. And I also

1 reviewed all the business records that Nationstar maintains
2 that pertain to that loan.

3 Q What does it mean generally to service a loan?

4 A Loan servicing, I call it the customer-facing side
5 of a mortgage loan. So it's taking and receiving payments,
6 sending out billing statements, we maintain a call center for
7 customer service purposes, questions, that sort of thing. We
8 handle loss mitigation in the event that the loan goes into
9 default or the default's imminent. We're also tasked with
10 proceeding with foreclosure in the event that default cannot
11 be cured.

12 Q All right. Does Nationstar service loans it does
13 not own?

14 A Frequently.

15 Q And when that is the case does Nationstar facilitate
16 the transfer of funds from the borrower to the loan owner?

17 A That's one of its primary responsibilities.

18 Q And did Nationstar do that in this case?

19 A No. Because it was in default. We didn't --

20 Q Oh. Got it.

21 A We never received any payments. But had they been
22 -- the borrower been making payments, yes, that's what would
23 have happened.

24 Q Even though there were no payments to forward, is
25 Nationstar -- would Nationstar -- let me ask you -- Nationstar

1 still services this loan; correct?

2 A Yes, ma'am.

3 Q All right. Had Nationstar been in regular contact
4 with the owner of the loan --

5 A Yes.

6 Q -- as far as reporting?

7 A Yes. On a monthly basis.

8 Q Can you don't describe what that means.

9 A Sure. So whenever Nationstar's servicing a loan on
10 behalf of a different entity, that is, the owner, we do
11 monthly reporting. We call it investor reporting. So
12 depending on what that particular investor's looking for in
13 terms of format, we send them a set amount of information,
14 the loan level, every loan that we service for them, indicates
15 whether or not it's performing or not, past due, how far past
16 due, you know, current balances, that sort of thing.

17 Q Can you describe for us Nationstar's different
18 systems of -- well, I guess one system of record, but the
19 different programs that comprise that system of record.

20 A Sure. So our primary loan servicing platform is a
21 program called LSAMS. It's an acronym, and, no, I can't
22 remember what it stands for. But that's -- that does the bulk
23 of the loan servicing functions at Nationstar.

24 Then we have a couple of other programs that I would
25 say assist or augment that system. But next probably most

1 used is our file imaging or document imaging system, and
2 that's called FileNet. I have access to both of these systems
3 and have had extensive training on both.

4 Q Is it important that the information in LSAMS and in
5 FileNet be reliable and accurate?

6 A It is I would say crucial to our business that it
7 remain -- that it be accurate.

8 Q Does Nationstar undertake any efforts to ensure the
9 accuracy and reliability of the information in LSAMS and
10 FileNet?

11 A Yes. There are many, many layers of quality control
12 and audits that take place on both those systems.

13 Q How long have you worked at Nationstar?

14 A Began at Nationstar in March of 2014.

15 Q Well, how frequently do you have occasion to work in
16 LSAMS and FileNet?

17 A Daily.

18 Q In your experience has the information in LSAMS and
19 FileNet been accurate and reliable?

20 A Yes.

21 Q Did you review both LSAMS and FileNet in preparation
22 for your testimony today?

23 A I did.

24 Q And I'm assuming that's with respect to this loan.

25 A Yes, ma'am.

1 Q All right. In your review did you -- were you able
2 to determine whether Nationstar ever owned this loan?

3 A Yes, I was able to make that determination.

4 Q Okay. And what did you discover?

5 A Nationstar has never had any ownership interest in
6 this particular loan.

7 Q When did Nationstar begin servicing this loan?

8 A February of 2013.

9 Q Did Nationstar advise the borrower of the servicing
10 transfer to Nationstar?

11 A Yes. It's required to do so.

12 Q And my question said Nationstar began servicing from
13 Bank of America?

14 A That's correct.

15 Q Servicing transferred from Bank of America to
16 Nationstar?

17 A That is correct.

18 Q All right. How would Nationstar have communicated
19 that information to Ms. Tablante?

20 A It goes out in what we commonly call a welcome
21 letter. It advises the borrower that loan -- the servicing
22 has transferred from in this case Bank of America to
23 Nationstar. It advises her that she'll be receiving a new
24 loan number and other pieces of information that pertain to
25 her loan now being serviced by Nationstar, you know, the date

1 of the transfer and who to call if she has questions. The
2 loan was in default at the time, so there would have been some
3 additional information related to that included with the
4 letter.

5 Q When servicing transferred does that mean that
6 ownership of the loan transfers, as well?

7 A It does not. It just means that the -- strictly the
8 mortgage servicing or the mortgage servicing rights have been
9 transferred from one entity to another, in this case Bank of
10 America to Nationstar.

11 Q All right. If could turn with me to Exhibit 28.

12 THE COURT: And that's a proposed exhibit.

13 MS. MORGAN: Yes.

14 BY MS. MORGAN:

15 Q Have you seen the document in Exhibit 28 before?

16 A Yes, I have.

17 Q Where have you seen this document?

18 A Copies of these documents are maintained in our
19 FileNet system.

20 MR. AYON: Your Honor, to the extent that this is
21 going to be the same line of questioning that we have from the
22 Bank of America one, I'd like to raise the objection before
23 you even start going into this line of questioning.

24 THE COURT: So you understand the objection. My
25 ruling's going to be the same thing. I understand to the

1 extent there are loan numbers or something that indicate
2 Freddie Mac, you could certainly ask those questions. But to
3 the extent who the owner is is out of bounds.

4 MS. MORGAN: Okay. All right. So am I correct that
5 I don't need to lay a foundation as a business record, that
6 that's not the objection, it's just the Freddie Mac?

7 MR. AYON: Yes.

8 THE COURT: So are you okay admitting it for limited
9 purpose of the dates?

10 MR. AYON: I mean, outside I think this is all so --
11 you know, she's -- we never objected to pretrial disclosures
12 on this one. This was outside the discovery deadline.
13 However, to the extent that they were going to use it to try
14 to back-door in a Freddie Mac argument, then, yeah, I am
15 objecting to even the admissibility of this document, because
16 it was outside discovery.

17 THE COURT: Ms. Morgan, what purpose are you
18 offering this exhibit?

19 MS. MORGAN: I'm offering this exhibit -- well, I
20 think whether or not it's a business record -- or
21 admissible --

22 THE COURT: That's not what I'm asking. I have a
23 very limited question. What is your purpose for the admission
24 of this document?

25 MS. MORGAN: The purpose is to show that Nationstar

1 was the servicer as of a certain date, the relation of that
2 date in relation to the HOA's notices --

3 MR. AYON: And I can --

4 THE COURT: Wait. Can you stop it while she
5 finishes, please.

6 MR. AYON: I'm sorry, Your Honor. I was going to
7 come up with a better solution.

8 THE COURT: I'm going to have a stipulation that
9 you're going give me in a minute.

10 MR. AYON: Thank you.

11 THE COURT: Ms. Morgan.

12 MS. MORGAN: And then I was going to point to some
13 language on the second page of that exhibit saying that, we
14 look forward to servicing your loan on behalf of Freddie Mac.

15 THE COURT: Yeah. That part we're not going to.

16 So do you have a stipulation that you'd like to
17 make, Mr. Ayon, to solve those problems?

18 MR. AYON: Yes, Your Honor. We can redact all the
19 references to Freddie Mac, and I think I would stipulate to
20 the exhibit.

21 THE COURT: So do you want instead to stipulate to
22 the dates that she's using it for?

23 MR. AYON: That's fine, Your Honor.

24 THE COURT: So it sounds like, Ms. Morgan, he's
25 going to stipulate that as of the date of February 2013 that

1 servicing began by Nationstar and that they were the servicer,
2 although not the owner, at that time.

3 MS. MORGAN: Okay.

4 THE COURT: So that's before the notice of sale and
5 after the notice of default in the grand scheme of things.
6 Does that solve most of your problems?

7 And I am going to sustain the objection related to
8 the portion that's on page 2 that you wanted to read.

9 MS. MORGAN: That's just fine. Thank you.

10 Well, I don't know that I have any questions now.

11 THE COURT: Now you've got a stipulation. That
12 solves most of your problems.

13 MS. MORGAN: There we go.

14 THE COURT: Mr. Ayon, do you have any questions?

15 MR. AYON: Cross-examination?

16 MS. MORGAN: Oh. I just meant I don't have any
17 questions about this particular document now.

18 THE COURT: Oh. I thought you were done.

19 MS. MORGAN: Not quite.

20 BY MS. MORGAN:

21 Q Okay. If you could turn to Exhibit 5.

22 A I'm there.

23 Q All right. Did you see this document within
24 Nationstar's system of record?

25 A I did.

1 Q What is it?

2 A This is an assignment of the deed of trust.

3 Q And who is the assignor, who's the assignee?

4 A The assignor is MERS, Mortgage Electronic
5 Registration Systems, and the assignee is BAC Home Loan
6 Servicing --

7 Q And what is --

8 A -- formerly known as Countrywide.

9 Q What date was this assignment recorded?

10 A It was recorded on July 29th, 2011.

11 Q Will you please look at Exhibit 9. Are you familiar
12 with this document?

13 A I am.

14 Q What is this document?

15 A This is also an assignment of the deed of trust
16 titled Corporation Assignment of Deed of Trust --

17 Q Okay.

18 A -- from BAC Home Loan Servicing to Nationstar.

19 Q All right. And if we look at the second page, it
20 actually says Bank of America NA, successor by merger to BAC
21 Home Loan Servicing LP, FAA, formerly known as Countrywide
22 Home Loan Servicing LP; is that correct?

23 A That's correct.

24 Q Is it your understanding that either of the two
25 assignments we just looked at in any way transfers ownership

1 of the loan?

2 A Neither transfer ownership of the loan.

3 Q Okay. Why is it that if Nationstar began servicing
4 in February 2013 we're not seeing an assignment to Nationstar
5 recorded until March of 2013?

6 A That is very common. The assignment is done to
7 facilitate in this case ultimately a foreclosure. So it's not
8 uncommon with a servicing transfer for the assignment to lag
9 behind a little bit. Because this is not one loan being
10 transferred. Hundreds and thousands of loans we being
11 transferred during this time, so the assignment may be delayed
12 slightly as part of the servicing transfer.

13 Q All right. And while on the topic of servicing
14 transfers, can you describe for us whether Nationstar -- do
15 they typically get documents from the previous servicer upon a
16 transfer?

17 A Yes, they do.

18 Q And how are those documents integrated into
19 Nationstar's system?

20 A So Nationstar will take the imaged documents that
21 they receive from the prior servicer and after it's -- during
22 the onboarding process some may come over a little bit
23 afterwards, but typically it's during the onboarding process.
24 And once the quality control procedures have been completed,
25 those documents will be uploaded into FileNet and under the

1 designation of the new loan number that the loan is given by
2 Nationstar.

3 Q And I believe you testified in Exhibit 9 that the
4 assignment to Nationstar -- and correct me if I'm wrong -- was
5 to facilitate any foreclosure that may take place. Is that
6 correct?

7 A Right. The loan was in default, and in order to
8 exercise its rights under the security instrument the deed of
9 trust would need to be assigned to Nationstar from the prior
10 servicer.

11 Q How does Nationstar know whether -- well, is a deed
12 of trust always assigned to Nationstar, or is it sometimes
13 assigned to a different entity that Nationstar's servicing on
14 behalf of?

15 A Yes. That's not uncommon. It really depends on the
16 entity that Nationstar was servicing the loan for. Sometimes
17 it may be assigned to them and Nationstar exercises the rights
18 under the deed of trust through a power of attorney
19 relationship or something along those lines. But sometimes
20 it's assigned directly to Nationstar and --

21 Q Did Nationstar follow -- were there guidelines in
22 place that Nationstar followed in its servicing of this loan?

23 A Yes.

24 Q Do you know where those guidelines can be found?

25 A Yes. The -- it's the Freddie Mac Servicers Guide

1 that governs all of the rights and responsibilities that
2 Nationstar has as a loan servicer for Freddie Mac. So -- and
3 that's all available on the Freddie Mac Website.

4 Q And so did those guidelines permit Nationstar to
5 take an assignment in Nationstar's name?

6 A Yes. In instances of foreclosure or in situations
7 like this those are all done in the name of the servicer.
8 That's how Freddie Mac has it done. So Nationstar would have
9 taken the -- the deed of trust would have been assigned
10 directly to Nationstar.

11 Q During the time that Nationstar has serviced this
12 loan, I think around six years, has it always serviced on
13 behalf of the same owner?

14 A Yes.

15 Q Am I correct when I say that Nationstar was
16 servicing this loan on the date of the HOA foreclosure sale,
17 which I'll represent to you is June 22nd, 2013?

18 A That is correct.

19 Q Will you please look with me to Exhibit 10.

20 Actually, I'm going to back up a little bit.

21 Exhibit 8. And this is the HOA's notice of default. In your
22 review of Nationstar's system of record did you see a copy of
23 this notice of default?

24 A I did not.

25 Q Did you -- knowing this was a Nevada HOA foreclosure

1 case, did you specifically look for the notice of default?

2 A Yes. I pulled every single document that we
3 received from Bank of America and went through them personally
4 page by page to determine if we received this document from
5 Bank of America. And we had not.

6 Q And now let's turn to Exhibit 10, which is the HOA's
7 notice of foreclosure sale. And that is dated May 28th, 2013,
8 recorded May 29th, 2013; is that correct?

9 A Yes.

10 Q In your review of Nationstar's system of record did
11 you see a copy of this notice of foreclosure sale?

12 A I did not.

13 Q Knowing this was a Nevada HOA quiet title action,
14 did you specifically look for a notice of foreclosure sale
15 from the HOA?

16 A I did. I went through a similar process and
17 reviewed all the documents that we have in our file in that
18 system that pertain to this particular loan, and I was unable
19 to find this document.

20 Additionally, I went through our servicing notes,
21 the LSAMS platform where we document activities, and I did not
22 show that we received this at the time it was recorded or at
23 any time thereafter prior to this litigation commencing.

24 Q And when you say you didn't -- Nationstar didn't
25 receive it, does that mean from any source, whether it be

1 MERS, New Freedom Mortgage, the HOA, its trustee?

2 A It did not receive it from any source.

3 THE COURT: Until litigation.

4 THE WITNESS: That's correct.

5 THE COURT: Okay.

6 BY MS. MORGAN:

7 Q Will you please turn with me to Exhibit 2, which is
8 the deed of trust.

9 A I'm there.

10 Q All right. On page NSM00015 I'm going to point your
11 attention to paragraph 20 at the bottom of that page.

12 A Sorry. Which paragraph?

13 Q 20.

14 A Okay.

15 Q It's entitled Sale of Note, Change of Loan Servicer,
16 Notice of Grievance." And then the first sentence says, "The
17 note or a partial interest in the note, together with this
18 security instrument, can be sold one or more times without
19 prior notice to borrower." Did I read that correctly?

20 A Yes.

21 Q What's the -- do you know what the purpose is for
22 including that language in the deed of trust?

23 A It is to put the borrower on notice that their loan
24 can be bought or sold multiple times --

25 Q Okay.

1 A -- without any prior notice.

2 Q And does it put more than the borrower on notice,
3 since it's a publicly recorded document?

4 A Yes.

5 Q In your review of Nationstar's system of record did
6 you see any correspondence or reference to any communications
7 with the Federal Housing Financing Authority, FHFA?

8 MR. AYON: Objection, Your Honor.

9 THE COURT: Overruled.

10 THE WITNESS: Yes, I did see notices -- or I saw
11 record of communication.

12 BY MS. MORGAN:

13 Q With FHFA?

14 A Yes.

15 Q Okay. What did you see?

16 A Just our monthly reporting.

17 Q Oh. Okay. You're talking about the monthly
18 reporting?

19 A Yes. That's all.

20 Q Okay. Did you see any communications with FHFA
21 regarding potential extinguishment of the deed of trust as a
22 lien?

23 MR. AYON: Objection, Your Honor.

24 THE COURT: Sustained. Can you rephrase your
25 question.

1 MS. MORGAN: Sure.

2 BY MS. MORGAN:

3 Q Did you see any other types of communications with
4 the FHFA?

5 A I did not.

6 Q Please turn to Exhibit 7.

7 A I'm there.

8 Q All right. This is the HOA's lien for delinquent
9 assessments. In your review of Nationstar's system of record
10 did you see a copy of this lien?

11 A I did not.

12 Q Has it ever been Nationstar's understanding that
13 Bank of America agreed to taking a deed in lieu from Ms.
14 Tablante?

15 A I did not see anything in the business records that
16 indicated that there had been a deed in lieu between Bank of
17 America and Ms. Tablante.

18 Q What about between New Freedom Mortgage Corporation
19 and Ms. Tablante?

20 A Same answer.

21 Q Are you familiar with the Cooper Castle law firm?

22 A I am.

23 Q How are you familiar with that law firm?

24 A Work on other cases and other loans. I have just a
25 general familiarity with their work as a foreclosure firm in

1 this area. They've done work on other cases I've been
2 involved in.

3 Q Do you know whether Nationstar retained Cooper
4 Castle with respect to this loan?

5 A That's my understanding.

6 Q For what purpose were they retained?

7 A To proceed with foreclosure.

8 Q Do you know -- did you see any communications from
9 Cooper Castle about the deeds in lieu that were recorded in
10 this case?

11 A Sorry. I can't recall off the top of my head.

12 Q All right. If you'd please turn to Exhibit 18.

13 THE COURT: And that's a proposed exhibit.

14 MS. MORGAN: Yes.

15 BY MS. MORGAN:

16 Q And I'm going to turn your attention to Bates Number
17 NSM000482.

18 MR. AYON: I'm sorry. Can I have that number again?

19 MS. MORGAN: Sure. 482.

20 MR. AYON: 482?

21 MS. MORGAN: Yes.

22 BY MS. MORGAN:

23 Q Did you see a copy of this letter in Nationstar's
24 system of record?

25 A I did. And -- sorry. Yes, I did.

1 Q Where did you see it? Was it in FileNet?

2 A That's correct.

3 Q Give us, without reading the letter word for word,
4 what is the -- what is the gist of the letter on page 482?

5 A That the foreclosure firm had discovered these
6 recorded deed in lieus and was reaching out to Ms. Tablante to
7 get additional information.

8 Q Okay. The second-to-last sentence of the first
9 paragraph says, "We are unaware any agreement by New Freedom
10 that a conveyance of the property to New Freedom would satisfy
11 --"

12 THE COURT: Are you reading from an unadmitted
13 document on purpose?

14 MS. MORGAN: Oh. Not on purpose. I'd like to move
15 to admit this. We have an affidavit of custodian of records
16 on page 459.

17 THE COURT: There's no objection. Now you can read
18 from it, Ms. Morgan.

19 (Joint Exhibit 18 admitted)

20 MS. MORGAN: Thank you.

21 BY MS. MORGAN:

22 Q Can you tell me if I'm reading this correctly. "We
23 are unaware any agreement by New Freedom that a conveyance of
24 the property to New Freedom would satisfy the obligations of
25 the deed of trust." Did I read that correctly?

1 A Yes.

2 Q Is that consistent with your understanding that
3 there was never an agreement by Bank of America, by New
4 Freedom Mortgage to take a deed in lieu?

5 A That's correct.

6 MS. MORGAN: That's all the questions I have.

7 THE COURT: Mr. Ayon, cross-examination.

8 CROSS-EXAMINATION

9 BY MR. AYON:

10 Q What's your understanding of a deed in lieu?

11 A It's a -- where borrower who's in default deeds
12 their ownership interest in the house back to the lender to
13 satisfy a deed in lieu in foreclosure, is the full title. So
14 you deed the property back to the bank in lieu of a
15 foreclosure.

16 Q Is your understanding that at least this was
17 recorded as part of the public record, right, this deed in
18 lieu?

19 A Which?

20 Q The deed in lieu that we're just talking about in
21 Exhibit 8.

22 A Yes. If there was one recorded, yes.

23 Q Why not accept this deed in lieu? Wouldn't it save
24 the trouble of foreclosure and save the trouble of this trial
25 at this point?

1 A It requires -- that's not how it works. Obviously
2 you have to have the consent of the lender to move forward
3 with a deed in lieu. Your title checks and things have to be
4 run. There's a number of reasons for it. But it doesn't work
5 that way.

6 Q Ultimately it's the same thing as doing a
7 foreclosure sale; is that right? Ultimately the deed would
8 have been -- or the title to the property would have been in
9 the name of whoever the lender was at the time? I'll take
10 that question back.

11 A Possibly. I mean, I guess it depends on what
12 happened at the sale. Also, the foreclosure wipes out any
13 other liens on the title. So it doesn't function quite the
14 same, and I don't know what the outcome would be.

15 Q Now, at the time this was recorded back in 2011 was
16 New Freedom Mortgage the record title holder of the property?

17 A Sorry. Could you ask that question one more time.

18 Q At the time back in 2011 -- so March 3rd, 2011, New
19 Freedom Mortgage was the actual record holder -- or was the
20 beneficiary of the deed of trust at the time; is that right?

21 A I don't remember when the first assignment of the
22 deed of trust was recorded. I don't remember that date off
23 the top of my head. So if it was prior to the date of the
24 recording, then MERS would have had the beneficial interest.
25 If it was after the assignment, then it would have been BAC.

1 Q Can you turn back to Exhibit 8. Is that a notice of
2 default? Let me know when you get there.

3 A Okay. One second.

4 Q When you testified earlier your testimony was very
5 exact that you said that Nationstar did not receive this
6 notice of default from Bank of America. Do you remember that?

7 A Yes.

8 Q Was this notice of default contained anywhere in
9 your file, though?

10 A No.

11 Q So when you look at the file are there servicing
12 notes?

13 A Yes.

14 Q Did you review those notes?

15 A I did.

16 Q Do you know why those weren't produced in this
17 litigation?

18 A No idea.

19 Q So we're working on just your memory of what those
20 service notes say?

21 A As far as my testimony is based on those notes,
22 yeah, I guess so.

23 Q When did you review those notes?

24 A I've reviewed them multiple times. The last time I
25 reviewed them was last night.

1 Q How many pages of servicing notes are there?

2 A They weren't in a printed-out format, so I'm not
3 sure. Several.

4 Q How long did it take you to review it?

5 A I didn't review -- I reviewed it in parts, so I
6 would review sections of the notes and then maybe look at some
7 documents. So total time spent on the notes, hour maybe.

8 Q Did you take any personal notes for those servicing
9 notes?

10 A No, I did not.

11 Q Okay. So you didn't write anything down. Did you
12 jot anything that says, oh, this might be important?

13 A Previously I had made some notes to myself, yeah.

14 Q Where are those notes now?

15 A Saved in my computer.

16 Q Okay. Are they -- are you able to get a copy of
17 those notes?

18 A Right now, no.

19 Q How many entries are in those notes? In the
20 servicing notes, I should say.

21 A In the servicing notes, oh, I'm not certain. Quite
22 a few.

23 Q Quite a few. More than a hundred?

24 A I don't know. Maybe. Maybe less.

25 Q More than 50?

1 A Probably more than 50.

2 Q So even though there is some record, written-down
3 record of the servicing of this loan, it's your testimony that
4 we're relying on to make sure that whether Bank of America or
5 Nationstar actually received that notice of default or maybe
6 another source?

7 A There are -- I was able to make that determination
8 based on the review of two different systems. One, the
9 servicing notes are my LSAMS record, and then also what was
10 kept in FileNet.

11 Q And none of those records have been produced here
12 today; is that right?

13 A I don't know what's been produced.

14 Q So we're just all -- but you don't have any
15 documents in front of you that shows those notes at all?

16 A Well, I can't produce a document that says we didn't
17 get something; right?

18 Q Well, actually, let's do this, then.
19 [Unintelligible] Go flip to the beginning of this binder
20 here, flip through -- so there's an index there. There's
21 three pages of an index.

22 THE COURT: Do you have an index, sir, in yours?

23 THE WITNESS: I don't think that I have an index.

24 THE COURT: Yeah. The index doesn't go to him.

25 MR. AYON: I can either show him the index, or he

1 can go flip through the exhibits. I'd like to --

2 THE COURT: We don't give witnesses the exhibit
3 lists.

4 MR. AYON: Got it, Your Honor.

5 BY MR. AYON:

6 Q So what we'll do is, then, just so we know, if you
7 take a look at through those exhibits that's in front of
8 you --

9 THE COURT: And they're 1 through 30, and they're
10 not all admitted, but you're welcome to look at all of them if
11 you'd like.

12 BY MR. AYON:

13 Q Are there any servicing notes in those documents?

14 A Oh. From Nationstar?

15 Q Yes. Or any servicing notes, for that matter.

16 A To answer your question, Exhibit 26 is -- includes a
17 portion of the servicing notes. Other than that, that's the
18 only exhibit.

19 MR. AYON: That's all the questions I have. Thank
20 you.

21 THE COURT: Redirect?

22 REDIRECT EXAMINATION

23 BY MS. MORGAN:

24 Q Mr. Ayon asked some questions about servicing notes,
25 and you referred us to Exhibit 26.

1 MR. AYON: Your Honor -- objection, Your Honor.
2 That's still an order of the Court.

3 THE COURT: It is still an order of the Court. Can
4 you rephrase your question.

5 MS. MORGAN: Well, Mr. Ayon opened the door for
6 servicing notes, and so -- and asked --

7 THE COURT: Actually, he didn't. He asked the
8 witness what he used to refresh his recollection to be here at
9 trial. The witness told him. The witness told him a whole of
10 stuff the witness had used to refresh his recollection and
11 prep for trial, none of which was produced here for the trial.
12 Nobody asked me to order it produced before I finish the
13 witness's testimony, but it is fair game to ask the witness if
14 any of the information he used to refresh his recollection
15 prior to trial is actually included in the exhibits, since
16 nobody knew. That's not opening the door, Counsel.

17 If you want to stop and have the witness go get his
18 computer and provide a copy of everyone of what he reviewed in
19 preparation to refresh his recollection, I'd be happy to do
20 it.

21 MS. MORGAN: No. My intent of referring to
22 Exhibit 26 was that Mr. Ayon asked about servicing notes.

23 THE COURT: The witness is the one who talked about
24 servicing notes. He started it.

25 MS. MORGAN: Okay.

1 THE COURT: So don't say Mr. Ayon opened the door.

2 MS. MORGAN: All right.

3 BY MS. MORGAN:

4 Q In your review of the system of record in this case
5 would you have expected to see a servicing note that said we
6 didn't receive notices?

7 A No.

8 Q Okay.

9 A That's not how it works.

10 Q When did Nationstar become aware that the HOA
11 foreclosed?

12 A Based on my review of business records it was in
13 approximately November of 2013.

14 MS. MORGAN: That's all the questions I have.

15 THE COURT: Mr. Ayon, anything else?

16 MR. AYON: Briefly, Your Honor.

17 RECROSS-EXAMINATION

18 BY MR. AYON:

19 Q When did Nationstar take over this servicing?

20 THE COURT: You already stipulated to that. That
21 was in February of 2013, I believe.

22 MR. AYON: Sorry, Your Honor. My sometimes --

23 THE COURT: But you stipulated to it.

24 MR. AYON: I had a followup question to that. I
25 just wanted to ask it.

1 THE COURT: Okay.

2 BY MR. AYON:

3 Q So in February 2013 Nationstar had taken over the
4 servicing of the note; is that correct?

5 A Yes.

6 Q At the time of the servicing you'd already testified
7 that the note was in default; is that right?

8 A Yes, the loan was in default.

9 Q Is it your typical understanding that if a note is
10 in default or the mortgage is in default that other things
11 would be -- other homeowner obligations would also be in
12 default, like utilities, HOA dues, taxes, anything like that?

13 A It is not uncommon for there to be other
14 delinquencies. Just because it is in default doesn't
15 necessarily mean that's the case. Typically the prior
16 servicer would be -- you know, if there's delinquent taxes and
17 insurance, that sort of thing, they would be advancing those
18 costs. With regard to HOA fees I guess it would just depend
19 on how the prior servicer handled that. I don't know.

20 Q Well, have you ever seen a servicer ever pay HOA
21 fees?

22 A Yes.

23 Q Okay. In this case did you -- but it's more likely
24 than that not if a servicer is not paying the HOA dues and the
25 loan's in default, that the HOA dues would also be in default?

1 A It's possible. It's possible that could not be the
2 case. I've seen --

3 Q I'm just saying it's more likely than not.

4 A I don't know. I've seen people not pay their
5 mortgages but pay their taxes. It happens sometimes.

6 Q What about their HOA dues, though?

7 A I don't know. It's possible. I mean, if they're
8 paying taxes, they'd be paying the HOA dues. One doesn't
9 necessarily correlate with the other. I don't know.

10 Q Just speaking in common sense, though, if you're not
11 paying your mortgage, wouldn't it be --

12 THE COURT: Mr. Ayon, were not worried about common
13 sense. Okay. Keep going.

14 MR. AYON: Thank you, Your Honor.

15 BY MR. AYON:

16 Q Nationwide [sic] is able to employ attorneys, law
17 firms to protect its right for those deed of trusts; right?

18 A You mean Nationstar?

19 MS. MORGAN: Objection. Beyond the scope of the
20 direct.

21 THE COURT: Overruled. You talked about the Cooper
22 Castle stuff.

23 THE WITNESS: I'm sorry. Could you ask the question
24 again.

25 //

1 BY MR. AYON:

2 Q Nationwide has the ability to employ a law firm to
3 protect its rights with respect to the deed of trusts; is that
4 right?

5 A It's Nationstar. But yes.

6 MR. AYON: Okay. Thank you.

7 THE COURT: Anything else? Anything else, Ms.
8 Morgan?

9 MS. MORGAN: Nothing further.

10 THE COURT: You can step down, sir.

11 Any additional witnesses that you'd like to call?

12 MR. STERN: We have one remaining witness, Your
13 Honor, Robert Atkinson. I don't know if he's here yet. We
14 had told him to expect the afternoon, but I've been emailing
15 him, and he's on his way. He said he'd be here about 11:00.

16 THE COURT: How long is he?

17 MR. STERN: I would guess about 20 minutes on my
18 side.

19 THE COURT: Yeah. Because I've got a lunch meeting
20 I've got to break for. I'm not sure -- Dan hasn't told me
21 what time I have to break.

22 (Pause in the proceedings)

23 THE COURT: So Dan says I have to break at 11:45
24 and I can resume at 1:15.

25 MR. STERN: Judge, as soon as Mr. Atkinson gets

1 here, we'll get going, I think. Mr. Ayon points out the
2 usually you take longer with Mr. Atkinson than I've suggested.
3 But I think it'll be 20 minutes, half hour.

4 THE COURT: Do I look like I'm saying you can't have
5 as long as you need?

6 MR. STERN: No.

7 THE COURT: Okay. So let me talk to you about next
8 Friday. We have closing arguments scheduled. For some reason
9 I've scheduled them at 9:30. Can we move them up a little in
10 the day so that I can go back to my very exciting business of
11 cannabis hearing that I'm on Day 14 or 15 or 20?

12 MR. STERN: You mean make earlier, or later?

13 THE COURT: Yeah. Can I move you guys up earlier?
14 How long are you going to be on closings? I'm just trying to
15 figure out closing times.

16 MR. AYON: Like how early would you like to do it?

17 THE COURT: Well, that's -- I'm trying to figure out
18 how long you're going to take so I can give you enough time to
19 also be able to start my business of cannabis hearing for that
20 day.

21 MR. STERN: Whatever time you'd like, Your Honor.
22 We'll do it.

23 MR. AYON: Why don't we knock it both out in one
24 hour?

25 MR. STERN: An hour each?

1 MR. AYON: Not an hour each. What is this, a full
2 trial?
3 THE COURT: It is a full trial. It's a bench trial,
4 but it's a full trial.
5 So can we start at 8:30?
6 MR. AYON: Yeah. That would work, Your Honor.
7 THE COURT: That way you can have an hour each. If
8 you don't use the hour each, that's okay. And I will be then
9 able to start by at least 10:30 with my case.
10 MR. STERN: That's July 12th.
11 THE COURT: So Friday, July 12th, a week from
12 Friday.
13 MR. STERN: All right.
14 MS. MORGAN: Your Honor, may Mr. Richardson be
15 excused so he can --
16 THE COURT: If he'd like.
17 'Bye. Travel safely, sir. Have a nice day.
18 (Pause in the proceedings)
19 MR. AYON: Your Honor, Mr. Burke's going to take
20 over for me.
21 THE COURT: 'Bye. Have a nice holiday. Enjoy your
22 son's baseball game.
23 (Court recessed at 10:56 a.m., until 11:06 a.m.)
24 THE COURT: Good morning.
25 MR. ATKINSON: Good morning.

1 THE COURT: Come on up.
2 MR. STERN: Thanks for coming on short notice.
3 MR. ATKINSON: Sure. Dropped everything.
4 THE COURT: We appreciate that. Raise your right
5 hand so we can swear you in.
6 ROBERT ATKINSON, DEFENDANTS' WITNESS, SWORN
7 THE CLERK: Thank you. Please state and spell your
8 first and last name.
9 THE WITNESS: Robert Atkinson, A-T-K-I-N-S-O-N.
10 DIRECT EXAMINATION
11 BY MR. STERN:
12 Q Good morning, Mr. Atkinson. When did you --
13 THE COURT: Wait.
14 Sir, there's water there, there are M&Ms behind you,
15 and there are binders with the exhibits -- or a binder with
16 the exhibits.
17 THE WITNESS: Thank you.
18 THE COURT: Now you can go.
19 MR. STERN: Sorry about that.
20 BY MR. STERN:
21 Q Tell us what you do for a living.
22 A I'm an attorney in the state of Nevada.
23 Q Are you licensed here in Nevada?
24 A Yes.
25 Q I'm sorry. I cut you off.

1 How long have you been licensed here?

2 A Since October 2006.

3 Q 2006. Okay. And are you familiar with a company
4 called United Legal Services?

5 A I am.

6 Q How so?

7 A I am the sole owner, sole officer, and sole director
8 of that company.

9 Q What is that company's business?

10 A It no longer is in business. And when it was in
11 business it was a single-purpose entity. It was formed to
12 perform HOA sales under NRS 116 on behalf of its HOA clients.

13 Q And what -- do you currently practice?

14 A Let me parse that. I personally currently practice
15 law. United Legal Services has not been in business since
16 October 2013. And I have not been involved in the HOA auction
17 field since ULS ceased to exist.

18 Q Okay. Can you give us an approximation during the
19 time -- I'm going to abbreviate it, ULS. Is that okay?

20 A That is fine.

21 Q During the time that ULS was in business can you
22 give us an approximation of how many foreclosure sales it
23 conducted as an authorized agent on behalf of the foreclosing
24 entity?

25 A My recollection is that it was between 120 and 140

1 or thereabouts.

2 Q During the time -- I want to clarify. Did you have
3 any -- did ULS have any employees other than you?

4 A Yes.

5 Q How many?

6 A Several, depending on the month. Because business
7 sort of picked up, and then it tapered off.

8 Q Okay.

9 A So it was, you know, in any particular month it
10 could have been anywhere between one other person other than
11 me and up to four other people other than me.

12 Q Did you personally conduct auctions on behalf of
13 ULS?

14 A Yes. For all auctions that were held in Clark
15 County.

16 Q Okay. Did anybody else affiliated or associated
17 with ULS conduct any auctions where ULS was the foreclosing
18 agent?

19 A Only in Reno and Washoe County.

20 Q Okay. Are you familiar with a company called
21 First 100 LLC?

22 A I am.

23 Q How are you familiar with that company?

24 A To answer that question I'm going to -- I'm assuming
25 I'm here as a 30(b)(6) representative for ULS. Correct?

1 Q Sort of. We're at trial, but essentially. It's not
2 a deposition, but we're asking --

3 THE COURT: 30(b)(6) doesn't apply in trial. Only
4 applies for depositions. So --

5 THE WITNESS: Thank you.

6 BY MR. STERN:

7 Q But you're here as a representative of ULS. That's
8 why we called you.

9 A Yeah. I personally am familiar with First 100 in
10 several different capacities.

11 Q Okay.

12 A With respect to United Legal Services ULS had two
13 different contractual relationships. One of them was through
14 something called a payment arrangement agreement, and that was
15 between ULS and First 100; and the second relationship was a
16 series of tri-party agreements in which one party was ULS, one
17 party was First 100, and one party was any one of a number of
18 different HOAs.

19 Q Okay. You mentioned a series of agreements as tri-
20 party agreements. Is there only one payment arrangement
21 agreement?

22 A That is -- with United Legal Services --

23 Q Yes.

24 A -- and First 100, yes. It is my recollection there
25 was only one payment arrangement agreement, and it was dated,

1 if I recall correctly, December 5th, 2012.

2 Q Okay. And I'm going to try and help you with my
3 questions, being specific as to whether I'm asking you
4 individually or you on behalf of ULS, but as kind of a ground
5 rule to make it easier I think you can assume, unless my
6 question says otherwise, that when I say you I'm really
7 talking about you as an agent for ULS, not you individually.

8 A That helps. Thank you.

9 Q Okay. So if you could please turn to Exhibit 15,
10 which I believe is admitted.

11 THE COURT: 13?

12 MR. STERN: 15.

13 THE COURT: 15. Thank you.

14 THE WITNESS: Yes.

15 BY MR. STERN:

16 Q And specifically if you could start looking at the
17 Bates labels. Obviously the first page there, 286, it's kind
18 of a cover page. I think you prepared this cover page; right?

19 A Correct. I personally prepared this cover page.

20 Q Okay. And if we could turn to page 287, starting
21 there and going through the rest of the exhibit, would you by
22 just referencing the pages, the Bates labels explain to us
23 what documents we can find here in Exhibit 15.

24 A I can answer that in two different ways. Number one
25 is I cannot attest as to whether the documents that are behind

1 Section 4 are in fact the ones that ULS produced. And the
2 only reason I say that is because if you turn the page, it
3 looks like everything's highlighted and things like that, and
4 I don't recall that being a document that I would have sent
5 out.

6 Now, if are going to represent to me that this is a
7 copy, an accurate copy but perhaps a copy of a copy so it's a
8 little smeared, of what was presented -- what was produced to
9 Akerman, then that's fine. But I don't -- you can see how
10 every page was like totally photocopied. It might just be an
11 artifact of being copied over and over again by Akerman.

12 Q I will tell you this. Well, actually, let me ask a
13 couple questions.

14 Do you recall you've given depositions in numerous
15 HOA cases?

16 A Yes.

17 Q Is there any -- I'm not sure that you would
18 specifically recall this one, but I can represent to you that
19 these are copies of the exhibits to your deposition. And we
20 can publish the disposition if that would be helpful.

21 A No. That is the simple representation that I
22 needed, that this basically is the equivalent but much
23 photocopied set of documents previously produced. So in that
24 spirit I will then continue to answer your question, which is
25 would you like me to step through this and talk about what

1 each document is?

2 Q Yes. And if we could start -- well, let's just
3 start at the beginning.

4 A Sure. Document 287 is a document that traditionally
5 I would have received from someone at First 100 that would
6 have been a request to develop a purchase and sale agreement
7 using a template. And this information on this page would
8 have, it's my understanding, reflected the deal that had been
9 worked out with a potential HOA, in this case Toscana
10 Homeowners Association, between the HOA and First 100, which I
11 personally have no knowledge of. I simply would have gotten
12 an email with this attached to it, saying, hey, here's another
13 one, or something like that --

14 Q Okay.

15 A -- would you please produce a purchase and sale
16 agreement.

17 Q And before we continue parsing through the exhibits
18 there's a couple followup questions I want to ask now. Do you
19 recognize this page 287 as a document prepared on a First 100
20 template?

21 A With the caveat that I had earlier with respect to
22 authenticity, but with that caveat, yes, I generally recognize
23 this as being a standard template of a letter that was sent to
24 me. I have no reason to doubt its authenticity.

25 Q Okay. And you individually, you're I think familiar

1 with First 100; correct? You know who it is, what that
2 company is?

3 A Oh, yes. Very much.

4 Q Okay.

5 A So I would get emails that looked like this offer,
6 which would have been an attachment to the email, quite often.
7 And it does look a lot like the standard template that they
8 used to memorialize an offer [inaudible].

9 Q And if we could turn to page 288, Bates Label 288.

10 A Yes.

11 Q Could you identify what this agreement is starting
12 on that page. Or identify it and explain what it is.

13 A Certainly. Bates 288 through Bates 307 would be the
14 purchase and sale agreement that is one of the tri-party
15 agreements.

16 Q Okay. Do you recognize the signature under "Agent"
17 on page 307?

18 A Yes. That is my signature.

19 Q Okay. I'm sorry. I cut you off. Go ahead.

20 A So this is the PSA with Toscana Homeowners
21 Association. I refer to them colloquially as the PSA instead
22 of purchase and sale agreement.

23 Q Sure. Okay.

24 A In addition, later on Bates 308 and 309 and 310 and
25 311 and 312 and 313 and 314 reflect additional placements of

1 properties under the PSA. So the PSA was designed as a master
2 agreement so there was only one that needed to be signed. And
3 Exhibit 3 to the master agreement was a mechanism for
4 additional properties to be placed under the terms and
5 conditions of the Purchase and sale agreement. And it is my
6 recollection and the documents reflect here that there were I
7 think four batches total with Toscana. I refer to as batches,
8 but they were just groups of properties. So there's the
9 original one plus three additional placements under Exhibit 3.

10 Q Okay. And just go ahead in big picture terms, the
11 purchase -- the PSA purchase agreement, can you just tell us
12 what is being purchased and who is purchasing that.

13 A The document itself is fairly comprehensive. It
14 contains many terms and conditions. The specific asset that
15 is being purchased is defined in Section 2.01 under "Asset
16 Sold." In particular, the assets is a defined term to be "all
17 of seller's interest, if any --" it's hard to read here, I'm
18 sorry. "...all of seller's interest in any and all PPI
19 arising from or relating to select delinquent assessments."

20 Q A lot of defined terms there. Can you tell us what
21 PPI means. Looks like there's a definition on page 288.

22 A That's what I was referring to. I didn't want to
23 rely on my memory. This is six years old.

24 Q Sure.

25 A PPI stands for proceeds on past income, and it's

1 contained in the fourth recital.

2 Q Okay. And so would you be able to explain to us why
3 the asset being purchased and sold is defined as proceeds on
4 income? What was -- how did that work?

5 A That question is perhaps better asked to First 100.
6 However, I can give you my interpretation of it.

7 Q All right. Before we get to that let's just back up
8 for a second and understand your role. Did you have any role
9 in -- obviously we've established that you signed this
10 agreement for ULS; correct?

11 A Correct.

12 Q And as part of your day-to-day business, your being
13 ULS's day-to-day business, you were governed by this
14 agreement; right?

15 A Yes.

16 Q Okay. And so as part of that day-to-day business
17 and as a party to the agreement is it fair to say that you
18 have an understanding of the agreement?

19 A Yes, for the roles, duties and responsibilities of
20 ULS, as well as for the HOA. In other words, ULS was not
21 purchasing or selling anything here. We just simply were
22 signing up and agreeing to the agent authorized for sale for
23 the HOA.

24 Q Okay. And I guess in colloquial terms what I'm
25 getting at is based on your role as a party to this, based on

1 your knowledge with First 100, the interpretation that you
2 propose giving us of what PPI means, should it -- is it pretty
3 accurate, based on your experience? Do you know what that
4 means? Do you know what PPI means?

5 A The reason that I'm being a bit cautious is because
6 the template itself was prepared by Atkinson Law Associates,
7 my law firm, for First 100 LLC, its client. And I refuse to
8 get into any communications thereon. This document was held
9 as a template by ULS. And so from that standpoint I'm not
10 going to give you my legal interpretation as to what it is. I
11 think that's entirely inappropriate. However, I'm happy to
12 give my colloquial interpretation from the perspective of ULS.
13 Does that make sense?

14 Q That makes sense, and I think that's going to work
15 for us. And I'll just tell you that I have not ask and will
16 not ask and you should not interpret any question I'm going to
17 ask as soliciting privileged attorney-client or work product
18 communications.

19 A Thank you.

20 Q With that understanding, tell us what PPI means.

21 A It was my understanding that based on the unique
22 characteristics of HOA accounting that when assessments are
23 imposed upon parcels and property within the community then
24 those assessments will be counted as income in that current
25 month or quarter, and they would stay as income and would be

1 reported in that entire fiscal year as income regardless of
2 whether it was paid or not. So if that debt was never paid,
3 then it would still be out there as income, It is not
4 considered to be an account receivable, if that makes sense
5 from an accounting standpoint.

6 Q Okay.

7 A And so a proceed on past income is if there was a
8 seriously delinquent assessment that was from a prior fiscal
9 year and it happened to monetize in some way, then it simply
10 was a proceed that was extra money, because the loss had
11 already been incurred and accounted for years prior. And so
12 the reason PPI was defined as proceeds and past income, my
13 understanding from ULS's standpoint is because it accurately
14 reflected the way HOAs do accounting.

15 Q Okay. And so based on what you've said there are we
16 correct to understand that the asset defined as PPI that was
17 sold -- and I'm just going to read this from page 289, Section
18 2.01 -- "All sales or interest in any and all PPI." So that
19 would be -- the seller is the HOA, right, Toscana?

20 A Yes. And so what is being sold is akin to an
21 accounts receivable, but isn't actually an accounts receivable
22 because PPI through the definition on page 1, which is Bates
23 288, at Recital 4, I think you have to really read that
24 thoroughly to understand what PPI is. It's basically like if
25 there is a delinquent assessment that is part of this contract

1 and therefore is a select delinquent assessment, if in any way
2 that monetizes in any way in the future, then seller's
3 interest in those moneys would have been sold under the
4 agreement.

5 Q Okay. And the purchaser, the party to whom those
6 were sold is who?

7 A First 100 LLC. Now, notice, there is no discussion
8 of any lien being sold. That is an interpretation I've seen
9 in other courtrooms, and I vehemently disagree that that is
10 what was being sold. It's PPI that's being sold.

11 Q If I ask you about liens, then maybe we can have the
12 discussion. But for now if we could turn to page 309.

13 A Yes.

14 Q I think you've described the document we're seeing
15 here as a subsequent installment of additional accounts. I'm
16 using the word "accounts." I understand the contract says
17 PPI.

18 A In my colloquial terms it's another batch that was
19 placed under the PSA.

20 Q Okay. And if you could turn your attention to the
21 third entry on that table on page 309.

22 A Yes.

23 Q It lists an address, 7255 West Sunset, Suite or
24 Apartment 2050. I'll represent to you that that's the
25 property about which we're having this trial.

1 A That is the subject matter of the current case.

2 Q Correct.

3 A Yes.

4 Q And what I'd like to ask you about is this purchase
5 price. You this in the middle column there. Can you tell us
6 -- first of all, can you confirm whether that is the amount
7 paid by First 100?

8 A I have no knowledge in any capacity of the answer to
9 that question.

10 Q If we could take a step back, then. Do you have any
11 knowledge generally speaking in your experience personally as
12 an attorney on behalf of or practicing through ULS or through
13 any other firm regarding how First 100 agreed with homeowner
14 associations on the purchase price for PPI? Would you be able
15 to give us any information about that?

16 A I have no personal knowledge of that. I never
17 participated in any capacity in any marketing or sale.

18 Q Okay. So if we look at page 309 and see the
19 purchase price as \$1,476, and for the purpose of this
20 question, given your lack of personal knowledge, if we were to
21 just assume for this question that that was in fact the amount
22 paid, am I correct to understand that you would not be able to
23 tell us why that amount was selected as opposed to some other
24 amount?

25 A I partially answered carefully earlier I have no

1 personal knowledge, but ULS was told as to how that purchase
2 price was derived. And so from that standpoint it's merely
3 hearsay. I don't know if it's got any evidentiary quality to
4 it. If you'd like me to tell you what I heard, that would be
5 fine. Otherwise I have no personal knowledge.

6 Q I would love to hear what you heard said, yes.

7 A I was told that First 100 had a sophisticated multi-
8 variable Excel or some other financial model that calculated
9 what the value was for this. In reality I took a look at some
10 of these and just tried to figure out how they calculated
11 them. And in many cases, but not all cases, in many cases the
12 purchase price was set at being nine times the assessments.

13 Q The assessment meaning a monthly assessment?

14 A It depends on the HOA. Some HOAs are quarterly.
15 But it would have been nine months' worth of assessments.

16 Q Understood. So if it was a quarterly, it be divided
17 by --

18 A Three times the quarterly assessment.

19 Q Okay. Now, can you confirm that ULS was in fact
20 appointed as agent for foreclosure relating to this property
21 that we see on row number 3 on page 309, 7255 West Sunset
22 Road, Apartment 2050?

23 A Yes. Because ULS was so appointed under the PSA and
24 this combination of Bates 308 plus 309 is collectively an
25 exhibit and attachment and extension and supplement to the

1 PSA, then, yes, absolutely ULS was the agent authorized for
2 sale for this property for the HOA.

3 Q And I think this is pretty straightforward, but can
4 you just confirm for us that if the subject property that
5 we're discussing today had not been made part of the PSA, ULS
6 would not have been appointed as agent for foreclosure?

7 A Correct.

8 Q Okay. Do you know who the agent for foreclosure or
9 the trustee, I think, in that case was prior to ULS becoming
10 the agent?

11 A I can answer that question two different ways.
12 First, there is no such thing as a trustee under NRS 116. And
13 so I believe you're talking about just the agent authorized
14 for sale.

15 Second. the agent authorized for sale has to do with
16 the third leg of foreclosure. And so there was none, because
17 the property had not been set for or moved to actual sale by
18 the HOA previously.

19 I think I can answer your question more directly,
20 which was who was the upstream collections agency used by the
21 HOA.

22 Q Okay. Let's go with that.

23 A And I think that's what you're asking. And my
24 recollection is that it was Red Rock Financial Services LLC.

25 Q Okay. So can you confirm for us why -- or explain

1 to us why it was that after the purchase by First 100 of the
2 PPI relating to this property ULS was substituted as agent in
3 place of Red Rock?

4 A Sure. That gets into the whole business model
5 behind the PSA a little bit. There needed to be an agent
6 authorized for sale that would actually auction these
7 properties off under the business model that was contemplated
8 by First 100. And each of the different HOAs used different
9 collections agencies, such as Red Rock or NAS. And there were
10 other ones, as well. And I personally -- I'm just a
11 businessman at heart, and I saw an opportunity to make
12 potentially a lot of money, and so I was looking at it and
13 saying, well, you know, really isn't too hard to do, we just
14 need to crank it out over and over again for each property
15 pursuant to the statute. And I saw an opportunity to make a
16 ton of money. And so I formed ULS in order to perform that,
17 and it just shoehorned right in. So I think it was just an
18 easy way for First 100 to have a contract that it could
19 present to the PSAs that was -- excuse me, present to the HOAs
20 that was basically in final form and they wouldn't have to go
21 -- for each individual PSA go and negotiate with not only the
22 HOA, but also the -- whatever collections company they were
23 currently -- the HOA's currently using. So it basically
24 having a single, standard agent authorized for sale under the
25 contract, whether it was ULS or it easily could have been some

1 other company was I think conducive I think to having a
2 relatively smooth marketing and sale process for First 100.

3 Q Okay. And just as a followup to that, the
4 appointment of ULS in place of Red Rock, is that required
5 under the PSA?

6 A It's my recollection that that was an express term,
7 yes.

8 Q Okay. Now if you could turn to Exhibit 10.

9 A Yes.

10 Q You can see there's a -- you can see what this says.
11 This is a notice of sale. Could you confirm that ULS prepared
12 and recorded this notice?

13 A This appears to be the notice prepared by ULS for
14 the sale of the subject property, yes.

15 Q And the second paragraph, which starts with, "You
16 are in default under the lien for delinquent assessment --"
17 You see that?

18 A Yes.

19 Q -- that ends -- the end of that paragraph says that
20 the amount owed as of that time was \$7,806.42. Do you see
21 that?

22 A I do.

23 Q Okay. Now, this document, the notice of sale, that
24 occurred after the purchase by First 100 of the PPI; correct?

25 A Yes. Once a batch was placed, then they would kick

1 off all of the processes for ULS.

2 Q Okay. So I'd like to understand the distribution of
3 any I think you used the word "monetized" -- so if any revenue
4 was actually realized that could be applied to the PPI. After
5 the purchase by First 100 can you confirm for us what
6 obligations ULS would have in terms of distributing proceeds
7 on PPI?

8 A ULS had a contractual obligation to distribute up to
9 the amount of the lien any sale proceeds came in after ULS's
10 sale-related collections costs were deducted.

11 Q Okay.

12 A And if there were excess proceeds on a sale above
13 and beyond that, that amount would not have been distributed
14 to First 100, because the HOA legally would not have been
15 entitled to receive those.

16 Q Okay. And I think -- I just want to make sure.
17 Amounts up to the lien amount would be distributed to
18 First 100?

19 A That's correct.

20 Q Okay.

21 A And that would be the net proceeds after ULS
22 deducted its sale-related collections costs.

23 Q Of course. Okay. So I guess the -- and we're
24 talking here about proceeds from a sale; right?

25 A That's correct.

1 Q What about proceeds realized before sale? For
2 example, let's say a homeowner made a partial payment. How
3 would those proceeds be distributed?

4 A In exactly the same fashion. So approximately
5 200 properties were noticed up for sale by ULS, and
6 approximately 70 of them paid off prior to sale, and on those
7 we collected the full lien amount and then United Legal
8 Services was allowed to collect -- sorry, deduct from that its
9 allowed collections costs pursuant to NAC 117, Nevada
10 Administrative Code. And then the remainder would have been
11 remitted to First 100 pursuant to contract.

12 Q And how much, if any, would have been sent to the
13 association, Toscana in this case?

14 A None.

15 Q Then how much, if any, would be sent to any holder
16 of the first deed of trust on the property have been?

17 A Are you referring to a presale payoff of the lien?

18 Q That's a good point. Yeah. Let's start with that,
19 a presale payoff.

20 A Ok. So if somebody called up and said, I don't want
21 this property to go to sale, what's the amount owed, we would
22 calculate the amount owed precisely as of that day and give
23 them a payoff quote. And if they paid that off with cashier's
24 check, then none of it would have gone to the HOA, and none of
25 it would have gone to the -- any other party, such as the deed

1 of trust holder, because it only would have been up to the
2 amount legally owed. And so after collections costs were
3 deducted then the entire remittance would have gone to
4 First 100. And so you can sort of see the beauty of the
5 purchase and sale agreement, because if it was purchased for
6 less than that lien amount owed, then even on a property that
7 paid off in full before the sale First 100 still would have
8 made some, not much, but some profit on it.

9 Q Now what about after a sale?

10 A So almost all of the sales that were conducted by
11 ULS were what I consider to be lousy little condos that
12 weren't worth much. And very, very few of them sold for more
13 than the lien. Some did. A handful of them did. They were
14 somewhere between maybe 10 and 20 total. The rest of them
15 didn't. So in instances in which the total sale price was
16 less than the lien, then it followed the exact example before,
17 which all of the net moneys would have been transmitted to
18 First 100.

19 Q Okay. And --

20 THE COURT: Mr. Stern, I have to break for lunch
21 now. So I will see you guys at 1:15.

22 MR. STERN: Okay. Thank you, Judge.

23 (Court recessed at 11:40 a.m., until 1:18 p.m.)

24 THE COURT: All right. You're still under oath.
25 Thanks for coming back. Hope you had a nice lunch.

1 You're back up, Mr. Stern.

2 MR. STERN: Thank you, Judge.

3 BY MR. STERN:

4 Q Mr. Atkinson, before our break we were discussing
5 distribution of proceeds and the like. I would like to shift
6 gears slightly and go back to Exhibit 10.

7 A Yes.

8 Q According to Exhibit 10, and this is, of course, the
9 notice of sale, the sale is set for June 22nd, 2013. Looking
10 at Exhibit 11, the foreclosure deed upon sale, can you confirm
11 whether that's the date the sale actually took place?

12 A Based upon review of my records prior to today's
13 deposition, yes, that was the auction.

14 MR. STERN: Okay. Judge, I'd like at this point to
15 request judicial notice that June 22nd, 2013, was a Saturday.

16 THE COURT: Does everybody think June 12th [sic],
17 2013, was a Saturday?

18 MR. STERN: I'm sorry. 22nd, 2013.

19 THE COURT: June 22nd, 2013, was a Saturday?

20 Hold on a second. Let me see if I can check it. I
21 don't know how. Hold on. I'm going in my calendar to the
22 year 2013. June --

23 MR. STERN: 22nd.

24 THE COURT: -- 22 is a Saturday according to the
25 Windows calendar on my computer. So I will take judicial

1 notice of that. It may be wrong, though, because I don't rely
2 on technology for a reason.

3 MR. STERN: Well, then your calendar and mine would
4 be equally wrong and we'd go with that.

5 BY MR. STERN:

6 Q But based on -- Mr. Atkinson, was it customary for
7 ULS to conduct sales on Saturdays?

8 A Yes, it was customary, because we've held them at my
9 law office and I didn't want a bunch of people wandering
10 around my law office during normal business hours and there
11 was nothing the statute prohibiting a Saturday auction.

12 Q Okay. So, according to the PSA, ULS was required to
13 open bidding at \$99; correct?

14 A More precisely, ULS began and opened the bidding as
15 a credit bid for the HOA at \$99.

16 Q Okay. And can you tell us whether or not that
17 happened with respect to the subject property today -- that
18 we're discussing today?

19 A Yes, it did.

20 Q Okay. Who was responsible for paying ULS's fees and
21 reimbursing ULS for its costs under the PSA?

22 A Pursuant to the PSA, that was First 100, the details
23 of which were contained in the payment arrangement agreement
24 we spoke of earlier.

25 Q Okay. Now, if we could turn to Exhibit 11.

1 A Yes.

2 Q And most particularly page MSN00046.

3 A Yes.

4 Q Can you tell us whether or not ULS prepared this
5 declaration of value form?

6 A Partially.

7 Q What part would ULS have prepared?

8 A The bottom. That is Mr. Opdyke's handwriting, but
9 that is not has handwriting in the value -- in Section 3
10 that's not his writing, and that is not his signature nor his
11 writing in the Section 5. But that is our template for the
12 bottom, and that is Mr. Opdyke's handwriting --

13 Q Okay. Do you know --

14 A -- at the bottom.

15 Q Do you know who determined the \$63,280 value?

16 A At the time in late 2012 and early 2013 the
17 traditional practice was to put the assessed value in
18 Section 3 in order to properly calculate the real property
19 tax transfer. And that standard mechanism arose because an
20 email had been sent out from the Clark County Recorder's
21 Office, a woman named Georgia Brunson Wright [phonetic], I
22 believe, who indicated that for HOA sales some of the prices
23 at which things were sold were deemed to be inappropriate for
24 calculating RPTT, and therefore she advised everyone to use
25 the current assessed value. I have no knowledge how the

1 63,280 arose, because we are not responsible for and did not
2 put in that handwriting. But I'm assuming it was
3 approximately equal to the Tax Assessor's assessed value of
4 the property at the time.

5 Q So who would have been responsible for inputting
6 that number? Would that have been the buyer?

7 A Yes. We would have -- because this was a regular
8 foreclosure deed, we would have given it to the individual for
9 the buyer as a record double document, and you can see on the
10 front page of Exhibit 11, which is Bates -- I don't know what
11 Bates it is, but on the bottom it says 44, the requester was
12 in fact the buyer, West Sunset 2050 Trust. So we would have
13 given them a physical, mostly filled-out deed, except for the
14 back end, and then they would have filled it out and then they
15 would have probably hand recorded it.

16 Q Okay. Now, if we could turn back to page -- excuse
17 me. Exhibit 15.

18 A Yes.

19 Q And all the way at the end of the exhibit it's page
20 MSN325.

21 A Yes.

22 Q Are you familiar with what this is?

23 A Yes.

24 Q Can you identify what it is, explain.

25 A Yes. It is a proceeds reconciliation report, which

1 is a fancy name for a simple spreadsheet that I put together
2 periodically. Because the collections costs that were owed to
3 United Legal Services were incurred by the HOA, because this
4 is an HOA sale, but pursuant to the PSA, First 100 was
5 contractually obligated to remit those proceeds to ULS, then
6 the way I ran ULS was anytime a property was placed with ULS
7 then I, as head of ULS, required that the first typically \$750
8 of collections costs would need to be paid right at that time,
9 because I was about to incur all kinds of out-of-pocket costs
10 and, you know, costs for service and so forth.

11 And then, in addition, if a sale actually occurred,
12 then there would be proceeds that would have been gotten, and
13 in addition there would have been additional expenses,
14 collections costs that were incurred under NAC that also First
15 100 would have been responsible for remitting the dollar value
16 of on behalf of the HOA.

17 And so what happened is, you know, we would auction
18 off some property and then whether other sorts of monetization
19 events would come in and then every now and then, maybe once a
20 week or once every two weeks, I would have a debit and credit
21 spreadsheet saying what came in and what goes out, and the
22 debits were things -- money that came in. And reading on
23 page 325, you can see somebody made a -- some bank made a
24 superpriority payment of nine months' assessments, so they
25 received the notice of foreclosure sale and then they

1 proactively contacted me and made a superpriority payment and
2 all of the legal implications of that.

3 On the next one we were on there was a payment plan
4 that Red Rock had put somebody on just a few days before it
5 got placed with us, and so that payment plan was continuing.
6 And then there was auction proceeds from the subject property,
7 and then there was auction proceeds from two other properties
8 that were auctioned off on that same date, June 22nd.

9 The credits column identifies the fees and costs
10 that were reimbursable collections costs, and you could see
11 the Nevada Administrative Code sections by which they were
12 earned off to the right, and then all those would be deducted.
13 And so you could see what was -- everything that came in minus
14 everything that went out. The last row right before the sum
15 was a remittance. And so I would have cut a check from ULS's
16 trust account for \$12,880.95, which is the net due and payable
17 to First 100 as a result. Does that make sense?

18 Q Yes. And then a couple of followup questions for
19 that. It looks from the \$6,000 credit it looks like there
20 were auction proceeds from two other properties that were
21 sold.

22 A That's correct. On that same day, June 22nd, there
23 were three total priorities that were auctioned off, one of
24 which is the subject property, the present case.

25 Q And the other two, the ones we're not discussing

1 today, looks like First 100 bought those, too.

2 A They were the auction winner, correct, and were the
3 auction winner for those other two properties, correct.

4 Q Okay. And can you tell us based on your review of
5 this document or any other source who the recipient of the
6 \$7800 in sale proceeds were?

7 A The way to read this is that it was a collective
8 remittance. And so the 7,800 came in because the 7,800, which
9 was the purchase price -- auction purchase price for the
10 subject property was less than the HOA lien and there were no
11 excess proceeds. You see that calculation off to the right.
12 And then there would have been three fees that were earned by
13 United Legal Services under the Nevada Administrative Code, so
14 those would have been deducted. And so that would have --
15 those total up to \$400 even. And so of the \$7,800 that came
16 in \$400 of it was kept by United Legal Services for services
17 delivered, and the other 7,400 would have been remitted
18 directly to First 100 pursuant to the purchase and sale
19 agreement as the contractual obligation United Legal Services
20 was obligated to do.

21 Q Okay. Now, understanding that this auction took
22 place just a hair over six years ago, do you know what other
23 bidders participated with respect to the subject property
24 we're discussing today?

25 A I reviewed the bidding -- let take a step back. For

1 most auctions I recorded them, and prior to today's testimony
2 I went back and listened to this particular auction and more
3 specifically just the section relating to the subject
4 property, and there was active bidding. It started off at \$99
5 and then kept going up and up and up and up and ended up at
6 7800 very actively. There were at least two bidders. There
7 could have been three. I couldn't quite tell from the voices.
8 So there were either two or -- definitely there was two, and
9 perhaps two or three.

10 Q Can you tell us whether First 100 was one of those?

11 A One of those voices was somebody that I recognized
12 from First 100.

13 MR. STERN: Okay. I have no other questions, Judge.

14 THE COURT: Redirect -- oh. I'm sorry. Cross.

15 CROSS-EXAMINATION

16 BY MR. BURKE:

17 Q Mr. Atkinson, in your opinion do you believe
18 First 100's payment paid off the superpriority lien amount?

19 MR. STERN: Objection. Calls for improper opinion
20 testimony.

21 THE COURT: Overruled.

22 THE WITNESS: No, not at all. That was simply a
23 payment for the rights to receive any money that came in.
24 There was never any discussion in any capacity that I can
25 remember that that nine months was or was intended to pay for

1 the superpriority lien. It's my understanding that the only
2 reason that most of the purchase prices that you saw in an
3 earlier exhibit, on those offer sheets, was -- ended up being
4 nine months' assessments was not in order to effect any legal
5 implication, but instead simply was part of their sales pitch
6 that said something along the following, which is, look if you
7 don't do anything on this property and you let the bank
8 foreclose, which might happen in the next two or three or five
9 years, the most that the HOA will get from this particular
10 parcel will be nine months' worth of assessments plus
11 collections costs and since that's the most you're going to
12 get, then ow about we just pay you right now for nine months'
13 worth of assessments and plus collections costs and in
14 exchange First 100 will get any monetization that might happen
15 from that lien. And that's all it was, was, you know, some
16 things would pay off before the auction and First 100 would
17 make a profit, some things would be purchased at auction by
18 First 100 and then First 100 would pay the full price, they'd
19 pay it to me, and then through a remittance just like you saw
20 on that remittance sheet they'd end up getting some of it
21 back. Then also they would have the property and then would
22 have to undertake all of the difficulties of trying to quiet
23 title on it, and then some properties were purchased by other
24 third parties, in which case First 100 would make a profit on
25 that. So in any outcome of that First 100 would make a

1 profit, and in addition the HOA would get the most that they
2 ever would get anyway. And so it seemed to me that that was a
3 win-win pitch for the business model. That was my
4 understanding.

5 MR. BURKE: No further questions.

6 THE COURT: Any further questions, Mr. Stern?

7 MR. STERN: Just a couple of followups.

8 REDIRECT EXAMINATION

9 BY MR. STERN:

10 Q Mr. Atkinson, did you at any point after the sale
11 that we're discussing today converse with any representative
12 of Toscana to learn how they accounted for the proceeds that
13 were paid pursuant to the PSA?

14 A ULS rarely interacted with anybody from the HOA.
15 Occasionally we would interact with the property manager,
16 because it was the property managers that would keep the
17 accounting, not the -- of course, not the HOA boards
18 themselves.

19 Q Right.

20 A And I have no recollection as to how they did their
21 -- having any conversation with anyone from Toscana as to how
22 they accounted for it.

23 Q Okay. In your capacity as the head of ULS or in any
24 other capacity as you sit here today do you have agency
25 authority to speak on behalf of Toscana?

1 A No. That purchase and sale agreement terminated a
2 long time ago.

3 MR. STERN: Okay. No further questions, Judge.

4 THE COURT: Anything else?

5 MR. BURKE: No.

6 THE COURT: Thank you, sir. Have a very nice
7 afternoon. Happy Fourth of July.

8 Does that conclude the witness testimony?

9 MR. STERN: Yes, it does.

10 THE COURT: Do you rest?

11 MR. STERN: Yes.

12 THE COURT: So you don't have a rebuttal case?

13 MR. BURKE: No.

14 THE COURT: We'll see you for arguments a week from
15 Friday at 8:30.

16 MR. STERN: I'm sorry. 8:30?

17 THE COURT: July 12th.

18 MR. STERN: Yes.

19 THE COURT: Okay. A week from Friday.

20 MR. STERN: Yes.

21 THE COURT: Okay. Anything else? All right. Have
22 a great day. 'Bye. Have a good Fourth of July.

23 MR. STERN: Thank you, Judge.

24 (Court recessed at 1:36 p.m., until
25 Friday, July 12, 2019, at 8:30 a.m.)

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<u>NAME</u>	<u>DIRECT</u>	<u>CROSS</u>	<u>REDIRECT</u>	<u>RECROSS</u>
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DEFENDANTS' WITNESSES

Matthew LaBrie	2	23	27	
Aaryn Richardson	30	50	55	57
Robert Atkinson	63	91	93	

* * *

EXHIBITS

<u>DESCRIPTION</u>	<u>ADMITTED</u>
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JOINT EXHIBIT NO.

18	49
27	12

* * *

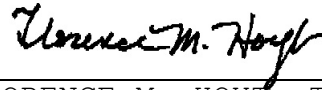
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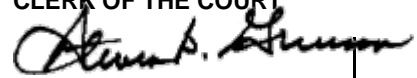
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Las Vegas, Nevada 89146



FLORENCE M. HOYT, TRANSCRIBER

9/5/19

DATE



TRAN

DISTRICT COURT
CLARK COUNTY, NEVADA
* * * * *

WEST SUNSET 2050 TRUST	.	
	.	
Plaintiff	.	CASE NO. A-13-691323-C
	.	
vs.	.	
	.	DEPT. NO. XI
NEW FREEDOM MORTGAGE	.	
CORPORATION, et al.	.	
	.	
Defendants	.	Transcript of
	.	Proceedings
.	

BEFORE THE HONORABLE ELIZABETH GONZALEZ, DISTRICT COURT JUDGE

BENCH TRIAL - DAY 3

FRIDAY, JULY 12, 2019

APPEARANCES:

FOR THE PLAINTIFF:	LUIS A. AYON, ESQ.
	STEPHEN H. BURKE, ESQ.

FOR THE DEFENDANTS:	ARIEL E. STERN, ESQ.
	MELANIE D. MORGAN, ESQ.

COURT RECORDER:	TRANSCRIPTION BY:
JILL HAWKINS	FLORENCE HOYT
District Court	Las Vegas, Nevada 89146

Proceedings recorded by audio-visual recording, transcript
produced by transcription service.

1 LAS VEGAS, NEVADA, FRIDAY, JULY 12, 2019, 8:34 A.M.
2 (Court was called to order)
3 THE COURT: Are you guys ready?
4 MR. STERN: Yes.
5 MR. AYON: Yeah. We're trying to figure out how
6 long we want to take on this one here.
7 THE COURT: Short as possible.
8 MR. AYON: Short as possible?
9 THE COURT: Because the State and gathered throng
10 are coming back probably before you're done.
11 MR. AYON: I don't know. We're --
12 MR. STERN: We're going to be fat.
13 MR. AYON: Yeah, we're going to be pretty quick
14 here.
15 THE COURT: It's not that complicated. When you
16 told me you needed an hour I almost said something, but I
17 didn't; because I was trying to respect your analytical and
18 strategic reasons.
19 MR. STERN: Thank you, Judge. But I think I agree
20 with you. It's not going to be an hour.
21 MR. AYON: We have a --
22 THE COURT: Okay. Go.
23 MR. AYON: We have -- we fall into these like traps.
24 We're like, oh, you know, we're going to make this grand, this
25 argument and with all the stuff sitting. I mean, how much do

1 you --

2 THE COURT: Yeah.

3 MR. AYON: And we've been talking about this --

4 THE COURT: I've drafted my findings that I have
5 here with my red pen so I can change arguments. And I've got
6 some question marks here, so I might ask you some questions.
7 But I'm ready.

8 MR. AYON: I'm going to throw in a few -- well,
9 should we go on the record, I guess?

10 THE COURT: We've been on the record.

11 MR. AYON: Oh. We have?

12 THE COURT: Yes.

13 MR. AYON: Good thing I didn't say anything too
14 embarrassing, then. Maybe just white out some of that
15 transcript, if you don't mind.

16 THE COURT: No. It's no.

17 MR. AYON: Do I have to file a motion now to like
18 cut that --

19 THE COURT: No. Go.

20 PLAINTIFF'S CLOSING ARGUMENT

21 MR. AYON: Well, good morning, Your Honor. Sorry
22 for the levity this morning, but I think that it's kind of a
23 culmination of just then, what, eight years now that we've
24 been doing these cases, and I don't know there's a lot to
25 argue. However, we seem to find something for this particular

1 case. And it seems like the argument is that the lien was
2 paid off by First 100 in some way.

3 Now, we've already been up and down to the Nevada
4 Supreme Court, and really I think the biggest indicator of how
5 the Nevada Supreme Court feels and what the law is on this
6 case is the fact that they had the opportunity, one, to
7 examine this issue. They said that the payment by First 100
8 to the HOA was not commercially unreasonable. So they felt
9 that under Shadow Wood analysis it was fine. And they didn't
10 necessarily look at -- they took the opportunity -- they could
11 have taken the opportunity to say, listen, the lien, the
12 superpriority was paid off. And the reason they didn't do
13 that is simply because that amount of money that comprises
14 nine months is still owed. It's still owed by the borrower,
15 it's still owed by the homeowner. So regardless of whatever
16 tender doctrine, whatever doctrine that they can argue, simply
17 it's still owed, it's still part of the lien, it was still
18 foreclosed upon by the agent of the HOA. Whatever agreement
19 was there, those amounts were still owed. And ultimately that
20 nine months was still there, it's still a lien, and it still
21 extinguished the first deed of trust.

22 Judge, I don't -- I don't know how much more you
23 need me to go into it.

24 THE COURT: So I have a question mark in my draft
25 findings that I've been working on, because I'm trying to --

1 I've got too many things going on, so I had do my draft after
2 we finished the evidence the other day.

3 Can you tell me what your position is, Mr. Ayon, and
4 where in the evidence you can point me to the notice of the
5 default being served on the related parties that are currently
6 in this litigation, not those that were related to the deed in
7 lieu.

8 MR. AYON: And, Your Honor, I can't specifically
9 state that --

10 THE COURT: Okay.

11 MR. AYON: -- because that's not -- and that wasn't
12 our analysis to make. The analysis under West Sunset when it
13 went up there is that they had to show the actual prejudice of
14 the findings. And you've from the evidence, as well, that
15 they employed lawyers, they employed great lawyers like
16 Akerman, they employed Cooper Castle, they employed a number
17 of, you know, other professionals to be able to handle this
18 particular thing. So our argument may be, well, it may not be
19 that they had notice or not, they did; it's whether they were
20 prejudiced by not having that one particular notice. And
21 you've heard on the stand that -- the Bank of America
22 representative testified that they weren't clear whether they
23 got the notice or not. They just said they didn't receive the
24 actual notice from them. It was a MERS loan. It was also
25 from -- forget the actual original lender who was on title,

1 New Freedom, I believe. So they never produced notes, either.
2 You heard me -- you heard me in that line of questioning with
3 the servicing note. So we're not clear whether they actually
4 had actual notice or not. We just know that they didn't have
5 a recorded notice by -- through the testimony.

6 But, Your Honor, that issue, again, has already been
7 decided by the Nevada Supreme Court.

8 THE COURT: Okay. Anything else?

9 MR. AYON: No, Your Honor. That's it.

10 THE COURT: Thank you.

11 Mr. Stern.

12 DEFENDANTS' CLOSING ARGUMENT

13 MR. STERN: Thank you, Judge.

14 You've already determined the sanction on federal
15 foreclosure bar, so I won't say anything other than, just to
16 preserve my record here, repeat our request that you consider
17 that issue and grant judgment in our favor based on that.

18 THE COURT: I will address that issue in the
19 findings so that it's clear that the issue was raised at
20 trial.

21 MR. STERN: Thank you, Judge. And that's all I
22 wanted to preserve here.

23 The Court should rule in favor of preserving the
24 deed of trust for two principal reasons. One is the payment,
25 and the other is the equitable balancing and the lack of

1 notice.

2 With respect to the payment, Judge, we understand
3 that the Supreme Court's order of remand said what it said
4 probably looking at the contract on its face. But the facts
5 as they came in in this case are different. There was no
6 rebuttal to the testimony from Mr. Greengrass, who testified
7 that he spoke with the board and based on his personal
8 observation, his communications, and his personal knowledge,
9 confirmed that the board after collecting the payment from
10 First 100 wrote off the rest. And so when Mr. Ayon tells you
11 that the money is still owed, there's a significant question
12 that he does not answer. Owed to whom? There's no evidence
13 that any of that money is owed to First 100. Mr. Atkinson, in
14 explaining how the contract worked, actually confirms that
15 those moneys are not owed to First 100. The way they set up
16 this contract was to transfer what he described as income that
17 had already been realized, whether that makes sense
18 accountingwise or not.

19 THE COURT: Unrealized.

20 MR. STERN: Correct. Well, I think what he said was
21 realized but uncollected.

22 THE COURT: Future potential payments.

23 MR. STERN: Realized but uncollected. I think that
24 is the hair they tried to split to make this thing work. And
25 whether it works or not, the Supreme Court seems to think it

1 does work at least at a theoretical level. What we know based
2 on the facts that came in is that the payment has to be owed
3 to somebody. To whom is that payment owed? Mr. Greengrass
4 said that it wasn't owed to HOA, they wrote it off. We asked
5 him directly, after this deal how much money was owed to you;
6 he said, nothing.

7 THE COURT: The maintenance guy.

8 MR. STERN: Not just the maintenance guy, Your
9 Honor. The management guy.

10 THE COURT: I understand. Yeah.

11 MR. STERN: The agent for the HOA, the guy who said
12 that he spoke to the board and saw that the board had written
13 this off. Maybe the plaintiffs could have made some
14 evidentiary objections to that testimony. They didn't.
15 That's the record in.

16 THE COURT: I understand.

17 MR. STERN: So you've got the Supreme Court order
18 saying one thing, and we've got the facts that say something
19 else. We think that the remand order is not so pervasive as
20 law of the case, that the Court has to ignore the facts as
21 they came in. I think the payment here is very
22 straightforward.

23 There's another element to this, and that comes from
24 how they distributed proceeds at the conclusion of the sale.
25 There's a reason we went through that with Mr. Atkinson. Now,

1 you saw Mr. Atkinson. You saw how prepared he was. I mean,
2 if there's one guy who's exact and precise, it's Mr. Atkinson.
3 I don't know how many times he corrected me on things that he
4 was right about, but very technical. He would not have
5 [unintelligible] distribution approach. He's wrong. And he
6 confirmed that after they went to sale the entirety of the
7 proceeds after paying his costs went to Mr. -- excuse me, to
8 First 100. This I think confirms that the superpriority
9 component was paid, because under the statute the payments
10 have to be costs and fees first, then the HOA gets to pay
11 itself, then the rest of the proceeds go to the next claimant,
12 which is the bank, because it has a seniority over the
13 subpriority component of the deed of trust. So if it had done
14 things in that manner, he would have paid First 100
15 essentially a refund of what they paid, which is was a
16 superpriority amount to purchase the proceeds from past
17 income, as they called it, and the rest would have gone to the
18 deed of trust holder. But, of course, that's not how they did
19 it. So you have Mr. Greengrass saying the HOA lien was
20 completely paid off at that point, and you've got Mr.
21 Atkinson, who is precise, if nothing else, applying the
22 proceeds consistent with that. And there's been no evidence
23 from the other side to contradict that.

24 So we do believe that there is a record of payment
25 here and, while the Supreme Court remanded based on its

1 finding that there was no impermissible split of the lien from
2 the payment right the way they had described in the Edelstein
3 decision, that does not filter down to a finding as a factual
4 matter in the first instance by the Supreme Court that there
5 was in fact a payment. I think that's what this Court could
6 determine. And if the Court determines in our favor, I think
7 the Supreme Court, as they must subject to an abuse of
8 discretion standard, would find that there's substantial
9 evidence to find that. So there was payment here. Equitable
10 balancing.

11 As the Court noted in the question to Mr. Ayon, you
12 have a notice problem here. I think what the Supreme Court
13 looked at was that on the record -- and let's just not forget
14 that it was a summary judgment-type record, not a full
15 evidentiary hearing or trial like we've done here, the Supreme
16 Court determined that we hadn't showed prejudice. Well, we
17 did show prejudice in this case. You heard Mr. LaBrie, the
18 Bank of America representative, say that it was the bank's
19 policy to pay. He also confirmed that there was no evidence
20 that the bank had received that notice. Mr. Ayon said that it
21 was unclear. Maybe it was unclear to him. I think Mr. LaBrie
22 was quite clear that there was nothing there either in the
23 images or in the servicing notes. There was some colloquy as
24 to whether the servicing notes came in, whether they were
25 produced. I don't know how the Court's going to resolve that.

1 I think it's incumbent upon the plaintiff --

2 THE COURT: They didn't come in.

3 MR. STERN: I'm sorry, Your Honor?

4 THE COURT: They're not part of the evidence.

5 MR. STERN: They aren't part of the evidence, but
6 Mr. LaBrie then made some comments --

7 THE COURT: He did. He refreshed his recollection
8 by looking at them.

9 MR. STERN: And so I'll address that further, Your
10 Honor. We had a discovery boo-boo here with not producing the
11 federal foreclosure bar. Some of that I think is the
12 plaintiff's problem, as well. They could have done discovery
13 to confirm whether or not there was notice on there. They had
14 no evidence that there wasn't.

15 THE COURT: So let's talk about that. There's this
16 doctrine that we all learn in law school called laches. And
17 it basically is if you sit on your rights for years and years
18 and years and don't do something, then you run the risk. Why
19 do you think -- and I know that I've already ruled on this
20 Fannie Mae issue. Why do you think that the federal
21 foreclosure bar should be an issue that I even address in more
22 than a footnote given the failure to disclose it for over five
23 years in this litigation?

24 MR. STERN: Because, Your Honor, it is I think -- as
25 kind of an offer of proof, if we were to show the proof here,

1 this would be determined in favor under both the Ninth Circuit
2 and the Nevada Supreme Court's finding precedence in favor of
3 the bank. And there is a strong public policy that in our
4 view overrides the concern about laches. Can't really get
5 into more detail on that. I think that's --

6 THE COURT: I understand. So I'll stay where I am.
7 But you and I have had a discussion and you've made your
8 record. So if you need to raise that issue at the Supreme
9 Court, it is clear you've talked about it as part of the
10 trial.

11 MR. STERN: I think -- and that's all I intended to
12 do, Your Honor.

13 THE COURT: It's okay.

14 MR. STERN: With respect to the potential laches or
15 failure to do discovery on the plaintiff's side, they could
16 have offered evidence from the bank if they had taken the
17 necessary discovery to show notice. But they can't imply
18 notice. They have no evidence to rebut what Mr. LaBrie and
19 then, oh, gosh, the Nationstar representative whose name
20 unfortunately suddenly escapes me, but the Nationstar
21 representative, as well, both testified that there was no
22 evidence of notice in there. It's up to the plaintiff to
23 rebut that. That's why we were here for a trial. And under
24 the caselaw that's come out we have shown prejudice here. The
25 prejudice is Bank of America had a policy of paying these.

1 Some of the other banks didn't. Bank of America did. They
2 were a little bit ahead of the curve with respect to the other
3 lenders, and they would have paid it, or at least they would
4 have attempted to pay it. Who knows what --

5 THE COURT: Mr. Young would have had some
6 communication with them.

7 MR. STERN: Yes. Yes. And that communication would
8 have probably included a delivery of a check. I can't imagine
9 Mr. Atkinson simply ignoring the checks like some of -- I'm
10 going to say trustees, but he would correct me and say
11 authorized agents. Again, that is one thing that we can say
12 about Mr. Atkinson. He gets it right. So when he distributed
13 proceeds the way he did, that's a meaningful thing. That's
14 not just an oversight.

15 Your Honor, there's another element here of
16 equitable balancing apart from the frustration of our ability
17 to cure based on the failure of notice, and that is how they
18 set up the bidding here. Under the contract they were
19 required to bid at \$99, open bidding at \$99. Mr. Atkinson
20 said that he recognized based on the tape that there was at
21 least one, at most two, he wasn't sure, other bidders. And he
22 confirmed that the other bidder was the First 100 person. So
23 the First 100, which is the purported owner of the payment
24 right is also bidding and by contract sets the bid at \$99.

25 We believe that this is an artificial bill-cheating

1 attempt on the part of First 100 to buy the property as
2 cheaply as possible. What better way --

3 MR. AYON: Your Honor, I'm going to object that
4 argument.

5 THE COURT: Overruled. Overruled.

6 MR. STERN: Yeah. Well, what better way to
7 accomplish that than --

8 THE COURT: But, luckily, Mr. Atkinson is more anal
9 than some of the other agents and does a voice recording.

10 MR. STERN: He does. And even though nobody asked
11 him to, he listened to it before coming in. I actually think
12 Mr. Atkinson was highly credible on the point when he said,
13 yeah, the other person there was First 100. And so you've got
14 First 100, the party that purportedly owns the proceeds from
15 past income, and my contract requires the bid to be set at
16 \$99, who's then actively bidding --

17 THE COURT: With someone else participating in the
18 bid, according to Mr. Atkinson.

19 MR. STERN: Yeah, somebody else participating, Your
20 Honor. But it's a far cry from setting the bid at the amount
21 owed. Let's keep in mind that the winning bid here was under
22 the lien amount -- or I should say the purported lien amount.
23 And so this is -- and, by the way, on a Saturday morning.
24 Now, Mr. Atkinson was correct. Nothing in the statute
25 requires it to be on a business day.

1 THE COURT: He had a really rational explanation as
2 to why he did them on Saturdays, though.

3 MR. STERN: Yeah. He said he wanted few people
4 there.

5 THE COURT: No people at his office to interfere
6 with his other business at his law firm.

7 MR. STERN: Yeah. And so the common thread to that,
8 Your Honor, is no people there. In other words, chilled
9 bidding. Now, he didn't admit that his purpose was to chill
10 the bidding, but come on. I mean, he basically said it. And
11 we know that he's there with the guy -- excuse me a company,
12 First 100, who was paying his bills. This is an insider deal,
13 Your Honor. This is a deliberate attempt to minimize the
14 price. The Supreme Court has said in all of those cases
15 addressing commercial -- what we have called commercial
16 unreasonableness, fraud, oppression, unfairness, however you
17 want to describe the formulation that when the evidence of
18 value is substantial. I stated that incorrectly. Where the
19 inadequacy of the price is substantial. And I think we have
20 shown that through the taxable value here, we didn't have
21 valuation experts, but we did have as part of the record the
22 taxable value, and we're well under the 20 percent threshold
23 here. If my memory serves right, we're about at 14 percent.
24 The initial evidence of fraud, oppression, or unfairness is
25 very slight, but it necessary for the Court to set aside and

1 say equitably. And here we think that that's satisfied.

2 So the final point, Your Honor, is in Mr. Atkinson's
3 explanation, you know, he had that distribution of proceeds
4 reconciliation form, he testified that on the other two sales
5 that took place on that day First 100 was in fact the winning
6 bidder and bought those other two properties of the three that
7 were available for sale that day for a combined \$6,000.

8 So we think that almost is res ipsa. It really
9 speaks for itself. So based on commercial reasonableness,
10 fraud, oppression, or unfairness, equitable balancing,
11 [unintelligible] present that standard that we have more than
12 minimal evidence sufficient for the Court equitably to set
13 aside the sale. We have payment. The Court should enter
14 judgment in favor of the beneficiary of the deed of trust
15 here, which is ultimately Freddie Mac with Nationstar as the
16 servicer.

17 THE COURT: Thank you.

18 Anything else, Mr. Ayon?

19 PLAINTIFF'S REBUTTAL

20 MR. AYON: Yeah. Real -- couple brief points, Your
21 Honor. I think if you -- even if you were to take most of
22 what Mr. Stern said as true, I think what it falls back to and
23 still kind of the -- you know, the elephant in the room is
24 that my client didn't know anything about this. He wasn't
25 part of First 100. He's testified about his relationship with

1 the HOA, testified that he had no relationship with the HOA,
2 First 100, or anybody -- or Mr. Atkinson in any way, shape, or
3 form. So you still have the analysis. So even if you go back
4 and you talk about every little thing and you believe Mr.
5 Stern, and we don't concede any of it, we think that's -- we
6 have completely different opinion of it. On top of that, the
7 Nevada Supreme Court has a different opinion on this. So even
8 if you take all that, we still win under the bona fide
9 purchaser doctrine. There's simply no evidence. He can't --
10 there is two bidders there. My client actively bid on it. So
11 there's nothing there that you can possibly say -- now, equity
12 under the Shadow Wood case is did my client actually know
13 about any of this. And there's simply no evidence. They
14 can't point to one thing. If there was something there that
15 my client did know about, they absolutely would have pointed
16 it out. But, again, no knowledge whatsoever. And you have to
17 have knowledge in order for them to be able to use and break
18 through that bona fide purchaser argument.

19 Evidence as far as -- he talked about the critical
20 evidence if we would have done one thing or the other. Your
21 Honor, we're able to rely on those deeds, on the notices that
22 they complied with Nevada law. And what's funny about this
23 whole that Nationstar Bank of America was so upset with what
24 they did, they were so angry about the notice, they were so
25 angry about the First 100 deal. What did they do? Nothing.

1 They didn't sue them, they didn't cross-claim. They're not
2 here to explain their conduct, Your Honor. And it goes to
3 show that this bona fide purchaser -- this is their grasp to
4 say, hey, listen, we're going to throw out to Your Honor, they
5 going to say, hey, listen, this is everything that happened.
6 But you know what, Your Honor? At the end of the day they
7 didn't what they were supposed to do in this case. And,
8 frankly, we're able to rely on the deed, we're able to rely on
9 the notices. And if you go back in time to the sale, my
10 client testified that what you looked at in the recorded
11 documents, you saw this deed in lieu that really nobody knew
12 about it. They basically figured, hey, the bank owns this
13 property so we're going to bid on it. And that's what he saw.
14 That's what he relied on, was the recorded documents. Now, I
15 know the deed in lieu is a whole different other story and
16 it's not central to this case, but my client -- this is what
17 he saw and what he looked at, notices, deed in lieu, this was
18 clean title, this was something that they could have
19 foreclosed on. There's no evidence he knew about the
20 First 100 contract or any payouts, Mr. Atkinson, none of it.

21 So even if you go through every single step, Your
22 Honor, you still cannot go back and say that he knew that he
23 wasn't able to benefit from the bona fide purchaser. So
24 regardless of what the arguments are, you know, Your Honor, we
25 can still rest on that, notwithstanding all the arguments

1 still do not rise to the level of setting aside the sale. The
2 notices were sent. They're alive. They frankly didn't have
3 -- they decided not to do anything with those. They could
4 have set aside the sale, they could have done any number of
5 things for five years. They didn't. So here we are, Your
6 Honor. We're asking that the title to this property be clear
7 in favor of the Trust, that the deed of trust be an order that
8 is extinguished and allow for this clear title. I mean, we've
9 talked about public policy, but -- and we've tied up these
10 properties for a very, very long time, and this is all --
11 these are all things that they could have avoided years ago.
12 And that's why we're here today.

13 THE COURT: Thank you.

14 MR. AYON: Thank you.

15 THE COURT: Anything else, Mr. Stern?

16 MR. STERN: If you would entertain a brief response
17 on the BFP, Your Honor.

18 THE COURT: Well, you do have a cross-claim.

19 MR. STERN: Thank you, Judge.

20 THE COURT: And a counterclaim. So I guess that
21 means you get the last word.

22 DEFENDANTS' SURREBUTTAL

23 MR. STERN: So with respect to the bona -- yeah.
24 Won't take more than a couple minutes, Judge.

25 The bona fide purchaser. First of all, if the Court

1 goes in our favor with respect to the payment, the bona fide
2 purchaser doctrine doesn't matter. The Supreme Court has
3 already determined that in the context of bank issued tender
4 there's no real difference as to whether First 100 is the one
5 who satisfied the lien if there was -- and it's a threshold
6 inquiry. In order for the bank to lose this case, in order
7 for the Court to rule in favor of the plaintiffs, of course,
8 you would first have to answer -- it's almost axiomatic. You
9 would have to ask and answer the following the question, was
10 there a superpriority lien. That's why you start. We argue
11 the answer to the question is no, because First 100 paid it.
12 If the Court agrees with that the on that, the bona fide
13 purchaser cannot resurrect that lien. The Supreme Court has
14 already held that in what we called the Diamond Spur case,
15 which is SFR Investments versus U.S. Bank -- versus Bank of
16 America III.

17 And there's a certain logic to that. The lien may
18 be gone -- the lien is gone, you may be the most innocent
19 purchaser ever, if the lien wasn't there in the first place,
20 you're innocence as to the underlying facts is not going to
21 revive an interest that's essentially dead. So the only
22 relevance there is to the BFP argument, which is our secondary
23 -- or the second argument we have made.

24 And with respect to that, Your Honor, the plaintiffs
25 were present at the sale. They were there on a Saturday

1 morning, knowing that it was a Saturday, they saw that there
2 was only one other bidder. There's no evidence one way or the
3 other, I don't think, as to whether they knew about the First
4 100 contract, but they did know that bidding was opened at
5 \$99. So they cannot be a bona fide purchaser with respect to
6 that. They were, and they benefitted from it. That's all I
7 have.

8 THE COURT: All right. So I have one procedural
9 question for you guys as a group. Because I've had a lot of
10 issues kicked back recently by the Nevada Supreme Court, you
11 have two defendants, Mr. Ayon, who did not appear, New Freedom
12 Mortgage Corporation and Stephanie Tablante. Are you going to
13 take defaults against those individuals and so something, or
14 are you going to voluntarily dismiss them?

15 MR. AYON: I can just voluntarily dismiss them.

16 THE COURT: Okay. So, Mr. Stern, you have one
17 cross-defendant who's not appeared. That would be Stephanie
18 Tablante. Are you going to take a default or do a voluntary
19 dismissal?

20 MR. STERN: No. We'll voluntarily dismiss.

21 THE COURT: Okay. So given the parties' indications
22 that they're going to voluntarily dismiss those two parties,
23 I'm going to grant the request to voluntarily dismiss that.
24 If you'll submit the order so when I issue my judgment then we
25 will be at the final stage and you can do whatever you need to

1 do at the next level.

2 MR. AYON: Okay.

3 THE COURT: Anything else? The matter will stand
4 submitted. I'll have a written decision to you within two
5 weeks.

6 Dulce, if you'd put on my chambers calendar two
7 weeks.

8 All right. I hope to have it out earlier, but I
9 have this other evidentiary hearing that I am in Day 14 of.

10 MR. AYON: Take your time. No reason to rush.

11 MR. STERN: Yeah, we're in no rush.

12 THE PROCEEDINGS CONCLUDED AT 8:58 A.M.

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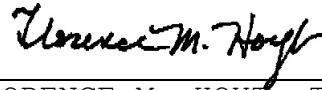
CERTIFICATION

I CERTIFY THAT THE FOREGOING IS A CORRECT TRANSCRIPT FROM THE AUDIO-VISUAL RECORDING OF THE PROCEEDINGS IN THE ABOVE-ENTITLED MATTER.

AFFIRMATION

I AFFIRM THAT THIS TRANSCRIPT DOES NOT CONTAIN THE SOCIAL SECURITY OR TAX IDENTIFICATION NUMBER OF ANY PERSON OR ENTITY.

FLORENCE HOYT
Las Vegas, Nevada 89146



FLORENCE M. HOYT, TRANSCRIBER

9/5/19

DATE

EXHIBIT 1

EXHIBIT 1



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.

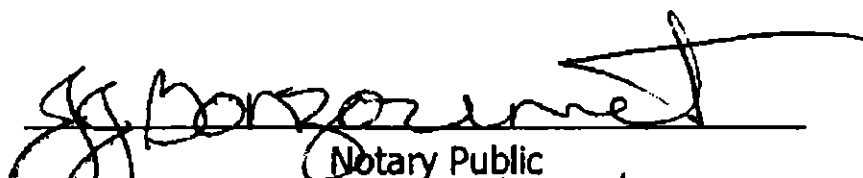
Date: 12/02/2005

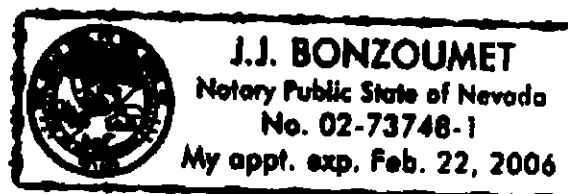
Tuscano Condominiums LLC, a Nevada
Limited Liability Company


By: Ken Baxter, Member

STATE OF **NEVADA**)
 : **ss.**
COUNTY OF **CLARK**)

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: 2/22/06)



**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: _____ Capacity: Agent

Signature: _____ Capacity: _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: Tuscano 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)

EXHIBIT 2

EXHIBIT 2



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

191

[Space Above This Line For Recording Data]

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

THE STATE OF UTAH

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

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WITH MERS

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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

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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

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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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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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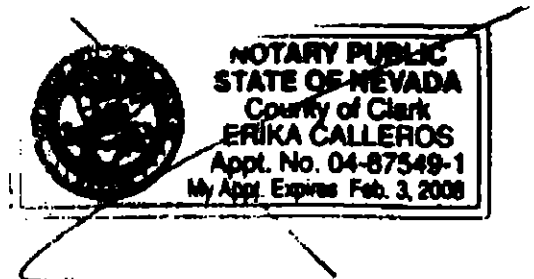
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STATE OF NEVADA
COUNTY OF CLARK

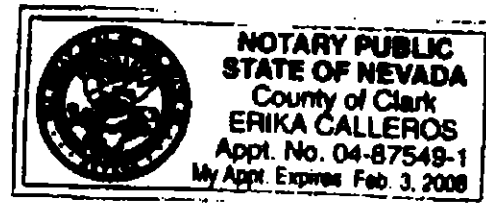
This instrument was acknowledged before me on
STEPHANIE TABLANTE

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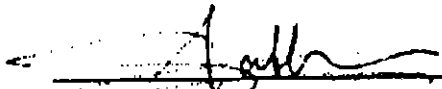
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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Condominium Rider.

 _____ (Seal) _____ (Seal)
STEPHANIE TABLANTE -Borrower -Borrower

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

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

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

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EXHIBIT 3

EXHIBIT 3

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 15th 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.

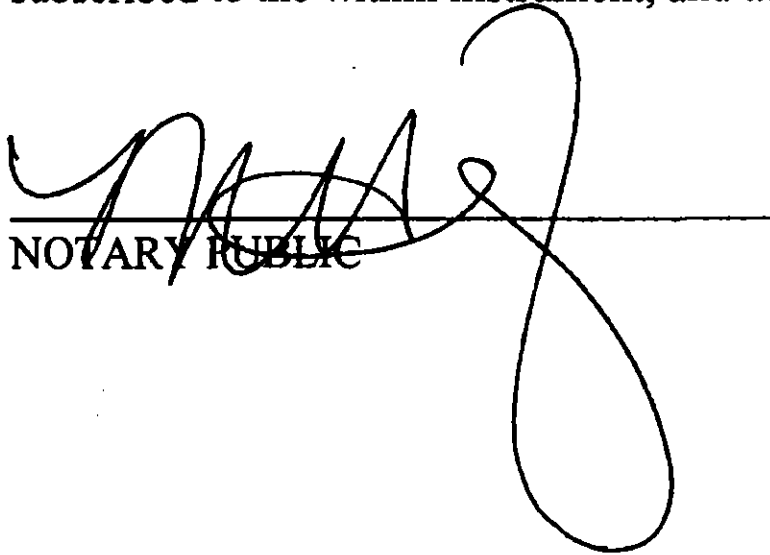
THIS DEED is an absolute conveyance, the party of the first part having sold said land to the party of the second part for a fair and adequate consideration, such consideration being full satisfaction of all obligations secured by the Deeds of Trust executed by the party of the first part to New Freedom 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.

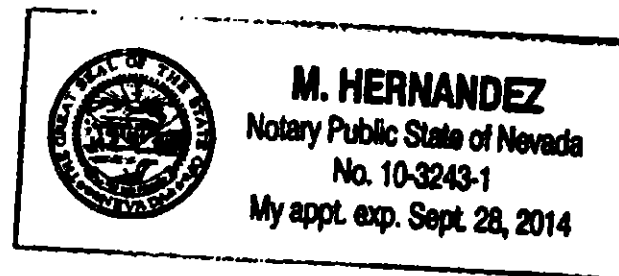
IN WITNESS WHEREOF the party of the first part has executed this Deed in Lieu of Foreclosure the day and year first hereinabove written.


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

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

EXHIBIT 4

EXHIBIT 4

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

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 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").

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.

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

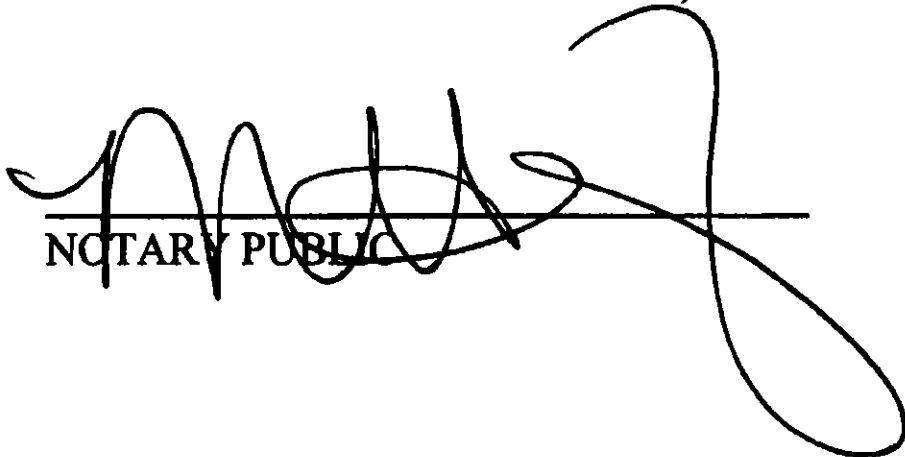
New Freedom Mortgage Corporation, trustee for party of the second part, beneficiary, Mortgage Electronic Registration Systems, Inc. ("MERS"), P.O. Box 2026, Flint, MI 48501-2026 nominee for lender, New Freedom Mortgage Corporation and recorded on December 7, 2005, in the Official Records of the Clark 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.

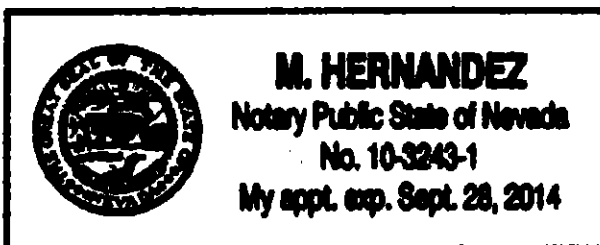
IN WITNESS WHEREOF the party of the first part has executed this Deed in Lieu of Foreclosure the day and year first hereinabove written.


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
☐ Other _____

FOR RECORDER'S OPTIONAL USE ONLY

Book: _____ Page: _____

Date of Recording: _____

Notes: _____

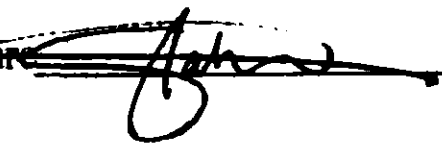
3. a. Total Value/Sales Price of Property \$ 165,850.63
b. Deed in Lieu of Foreclosure Only (value of property) (67,977.00)
c. Transfer Tax Value: \$ 99,873.00
d. Real Property Transfer Tax Due \$ ~~499.80~~ TB

4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090, Section 3 *add*
b. Explain Reason for Exemption: Re-Recording to ~~original~~ legal
discription #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  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

EXHIBIT 5

EXHIBIT 5

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: 

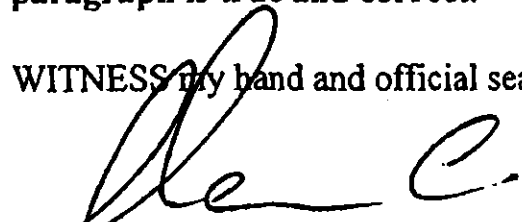
Chester Levings, Assistant Secretary

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.

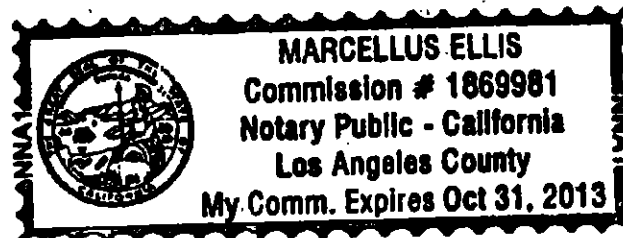
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public: MARCELLUS ELLIS
My Commission Expires: 10/31/13

(Seal)



BORROWER : STEPHANIE TABLANTE

EXHIBIT 6

EXHIBIT 6

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

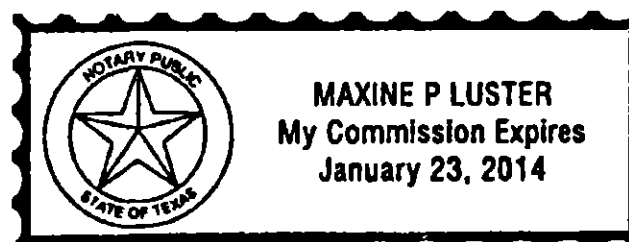


EXHIBIT 7

EXHIBIT 7

Assessor Parcel Number: 176-03-510-102
File Number: R792725

Accommodation

Inet #: 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.

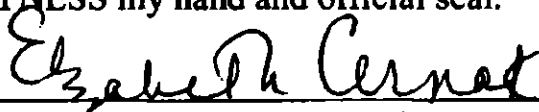
Dated: March 29, 2012


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

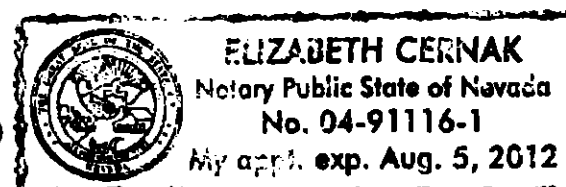


EXHIBIT 8

EXHIBIT 8

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.

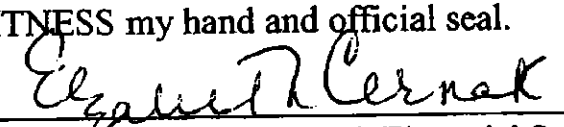

Prepared By Rebecca Tom, Red Rock Financial Services, on behalf of Tuscano Homeowners Association

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

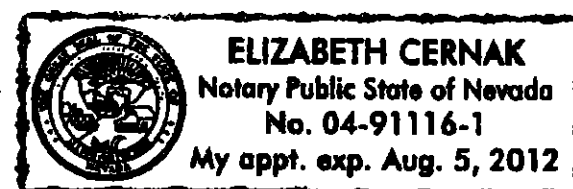


EXHIBIT 9

EXHIBIT 9

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

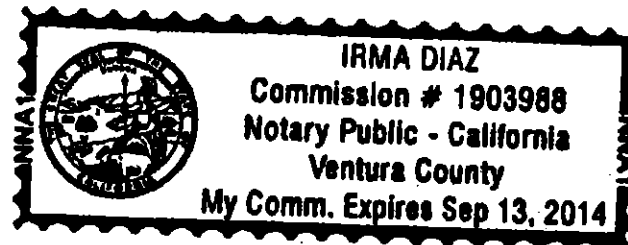
On FEB 28 2013 before me, IRMA DIAZ, Notary Public, personally appeared CARMEN DENA, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized 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

EXHIBIT 10

EXHIBIT 10

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.

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

EXHIBIT 11

EXHIBIT 11

(3-1)

APN: 176-03-510-102

Return document and mail tax statements to:

West Sunset 2050 Trust
P.O. Box 530541
Henderson NV 89053

Inst #: 201306240003127
Fees: \$18.00 N/C Fee: \$0.00
RPTT: \$323.85 Ex: #
06/24/2013 03:46:06 PM
Receipt #: 1667567
Requestor:
WEST SUNSET 2050 TRUST
Recorded By: GILKS Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER

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:

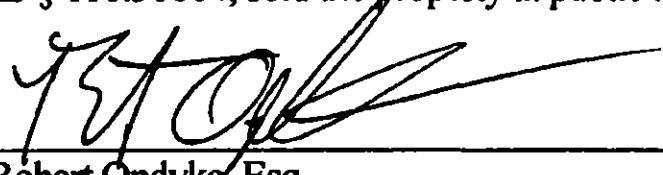
WEST SUNSET 2050 TRUST

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 24th, 2013, by: Robert Opdyke.



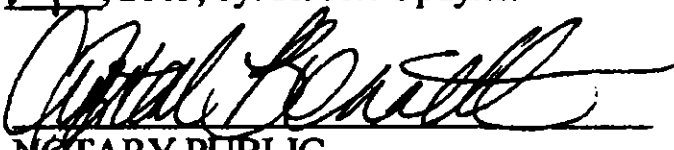

NOTARY PUBLIC

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

\$ 63280.00

b. Deed in Lieu of Foreclosure Only (value of property (_____))

c. Transfer Tax Value: \$ 63280.00

d. Real Property Transfer Tax Due \$ 323.85

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: Grantee

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

**As agent for Tuscano Homeowners Association.*

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

Print Name: _____

Address: _____

City: _____

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: West Sunset 2050 Trust

Address: P.O. Box 530541

City: Henderson

State: NV Zip: 89053

Escrow # _____

State: _____ Zip: _____

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

EXHIBIT 12

EXHIBIT 12

Inst #: 201309180002103

Fees: \$221.00

N/C Fee: \$0.00

09/18/2013 01:51:55 PM

Receipt #: 1775955

Requestor:

FIRST AMERICAN NATIONAL DEF

Recorded By: CYV Pgs: 5

DEBBIE CONWAY

CLARK COUNTY RECORDER

WHEN RECORDED MAIL TO:
Cooper Castle Law Firm, LLP
5275 S. Durango Drive
Las Vegas, NV 89113

T.S. No.: 11-08-31196-NV

APN: 176-03-510-102

Property Address: 7255 W. Sunset Road #2050, Las Vegas, NV 89113

NOTICE OF BREACH AND DEFAULT AND OF ELECTION TO CAUSE SALE OF REAL PROPERTY UNDER DEED OF TRUST

NOTICE IS HEREBY GIVEN THAT: THE COOPER CASTLE LAW FIRM, LLP, A MULTIJURISDICTIONAL LAW FIRM is the duly appointed Trustee under a Deed of Trust dated November 29, 2005, executed by Stephanie Tablante, as Trustor in favor of Mortgage Electronic Registration Systems, Inc. (MERS), recorded on December 7, 2005 and recorded as. 20051207-0002367 of Official Records in the office of the County recorder of Clark County, Nevada securing, among other obligations:

One note(s) for the Original sum of \$176,760.00, that the beneficial interest under such Deed of Trust and the obligations secured hereby are presently held by the undersigned; that a breach of and default in the obligations for which such Deed of Trust is security has occurred or that payment has not been made of:

The installment of Principal, Interest, impounds and late fees which became due March 1, 2011 together with all subsequent installments of principal, interest, impounds, late fees and foreclosure fees and expenses. Any advances which may hereafter be made. All obligations and indebtedness as they become due and charges pursuant to said Note and Deed of Trust.

That by reason thereof the present Beneficiary under such Deed of Trust has executed and delivered to said duly appointed Trustee a substitution of trustee and a request for Sale of the security pursuant to the Deed of Trust and all documents evidencing obligations secured thereby and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

NOTICE

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

(PAGE 1 of 2)

T.S. No.: 11-08-31196-NV
APN: 176-03-510-102

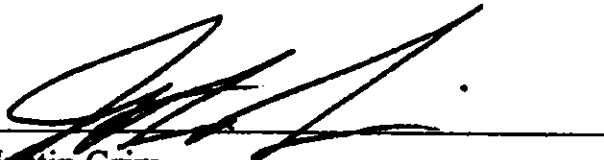
To determine if reinstatement is possible and the amount, if any, to cure the default, contact:

Nationstar Mortgage, LLC
C/O The Cooper Castle Law Firm, LLP
A MultiJurisdictional Law Firm
5275 S. Durango Drive
Las Vegas, Nevada 89113
(702) 435-4175 Telephone
(702) 877-7424 Facsimile

BE ADVISED THAT THE COOPER CASTLE LAW FIRM, LLP A MULTIJURISDICTIONAL LAW FIRM MAY BE ACTING AS A DEBT COLLECTOR AND IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION PROVIDED BY YOU WILL BE USED FOR THAT PURPOSE.

Dated: September 13, 2013

THE COOPER CASTLE LAW FIRM, LLP
A Multi-Jurisdictional Law Firm

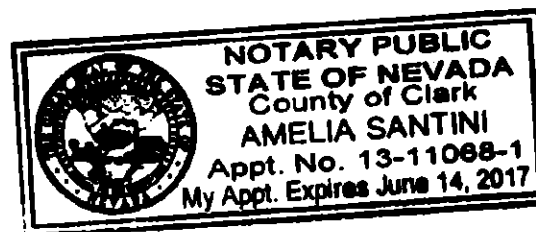
By: 
Justin Grim
Attorney at Law

State of NEVADA } ss.
County of CLARK }

On September 13, 2013, before me, Amelia Santini, Notary Public, personally appeared Justin Grim personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Amelia Santini (Seal)



Stephanie Tablante / 11-08-31196-NV

(PAGE 2 OF 2)

**AFFIDAVIT OF AUTHORITY IN SUPPORT OF NOTICE OF DEFAULT AND
ELECTION TO SELL
[NRS § 107.080]**

Borrowers Identified in Deed of Trust:
Stephanie Tablante

Trustee Address:
The Cooper Castle Law Firm, LLP
5275 S. Durango Dr.
Las Vegas, NV 89113

Property Address:
7255 W. Sunset Road #2050, Las Vegas, NV
89113

Deed of Trust Instrument Number:
20051207-0002367

STATE OF TEXAS)
) ss:
COUNTY OF DENTON)

The affiant, Jerrell Menyweather, being first duly sworn upon oath and under penalty of perjury, attests as follows:

1. I am an employee of Nationstar Mortgage, LLC. I am duly authorized to make this Affidavit in the capacity as the current beneficiary of the subject Deed of Trust (Beneficiary) or the Servicer for the current beneficiary of the Deed of Trust.

2. I have the personal knowledge required to execute this Affidavit, as set forth in NRS 107.080(2)(c) and can confirm the accuracy of the information set forth herein. If sworn as a witness, I could competently testify to the facts contained herein.

3. In the regular and ordinary course of business, it is Nationstar Mortgage, LLC s practice to make, collect, and maintain business records and documents related to any loan it originates, funds, purchases and/or services, including the Subject Loan (collectively, Business Records). I have continuing access to the Business Records for the Subject Loan, and I am familiar with the Business Records and I have personally reviewed the business records relied upon to compile this Affidavit.

4. The full name and business address of the current trustee or the current trustee s representative or assignee is:

The Cooper Castle Law Firm, LLP
5275 S. Durango Dr.
Las Vegas, NV 89113

5. The full name and business address of the current holder of the note secured by the Deed of Trust is:

Nationstar Mortgage, LLC
350 Highland Drive
Lewisville, TX 75067

6. The full name and business address of the current beneficiary of record of the Deed of Trust is:

Nationstar Mortgage, LLC
350 Highland Drive
Lewisville, TX 75067

7. The full name and business address of the current servicer of the obligation or debt secured by the Deed of Trust is:

Nationstar Mortgage, LLC
350 Highland Drive
Lewisville, TX 75067

8. The beneficiary, its successor in interest, or the trustee of the Deed of Trust has: (I) actual or constructive possession of the note secured by the Deed of Trust; and/or (II) is entitled to enforce the obligation or debt secured by the Deed of Trust. If the latter is applicable and the obligation or debt is an instrument, as defined in NRS § 104.3103(2), the beneficiary, successor in interest to the beneficiary, or trustee entitled to enforce the obligation or debt is either: (1) the holder of the instrument constituting the obligation or debt; (2) a non-holder in possession of the instrument who has the rights of the holder; or (3) a person not in possession of the instrument who is entitled to enforce the instrument pursuant to a court order issued NRS § 104.3309.

9. The beneficiary, its successor in interest, the trustee, the servicer of the obligation or debt secured by the Deed of Trust, or an attorney representing any of those persons, has sent to the obligor or borrower of the of the obligation or debt secured by the Deed of Trust a written statement containing the following information (I) the amount of payment required to make good the deficiency in performance or payment, avoid the exercise of the power of sale and reinstate the underlying obligation or debt, as of the date of the statement; (II) The amount in default; (III) the principal amount of the obligation or debt secured by the Deed of Trust; (IV) the amount of accrued interest and late charges; (V) a good faith estimate of all fees imposed in connection with the exercise of the power of sale; (VI) contact information for obtaining the most current amounts due and a local or toll free

telephone number where the obligor or borrower of the obligation or debt may call to receive the most current amounts due and a recitation of the information contained in this Affidavit.

10. The borrower or obligor may utilize the following toll-free or local telephone number to inquire about the default, obtain the most current amounts due, receive a recitation of the information contained in this Affidavit, and/or explore loss mitigation alternatives: (888) 480 2432.

11. Pursuant to my personal review of the business records of the beneficiary, the successor in interest of the beneficiary, and/or the business records of the servicer of the obligation or debt secured by the Deed of Trust; and/or the records of the county recorder where the subject real property is located; and or the title guaranty or title insurance issued by a title insurer or title agent authorized to do business in the state of Nevada, the following is the (I) date, (II) recordation number (or other unique designation); and (III) assignee of each recorded assignment of the subject Deed of Trust:

Date: 07/29/11
Record Number: 201107290000895
Assignee: BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing LP

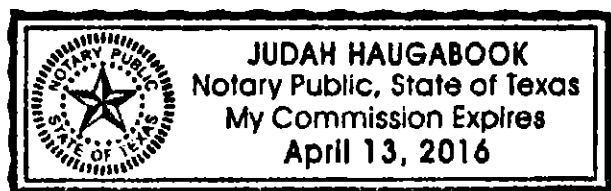
Date: 03/20/13
Record Number: 201303200000887
Assignee: Nationstar Mortgage, LLC

Signed By: Jerrell Menyweather 8-29-13 Dated: August 29, 2013

Print Name: Jerrell Menyweather Assistant Secretary

STATE OF Texas)
) ss:
COUNTY OF Denton)

On this 29 day of August, 2013, personally appeared before me, a Notary Public, in and for said County and State, Jerrell Menyweather, known to me to be the persons described in and who executed the foregoing instrument in the capacity set forth therein, who acknowledged to me that he/she executed the same freely and voluntarily and for the uses and purposes therein mentioned.



J. Haugabook
NOTARY PUBLIC IN AND FOR
SAID COUNTY AND STATE

TS#- 11-08-31196-NV
APN#- 176-03-510-102

Page 3 of 3

EXHIBIT 13

EXHIBIT 13

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
65 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
1443
NSM000126

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

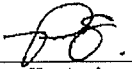
REQUEST FOR NOTICE
Under NRS Chapters 107 and 116

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

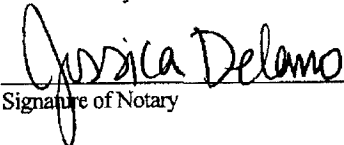
NATIONSTAR MORTGAGE, LLC
c/o 5 Arch Code Compliance, LLC
P.O. Box 7338
Newport Beach, CA 92658

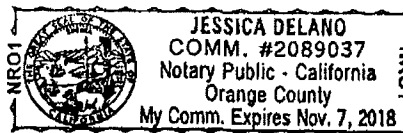
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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

EXHIBIT B
DATE 5-11-19
BY Atkinson
PAGE(S)
R. Smith, CCR No. 672

1448
NSM000131

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

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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:

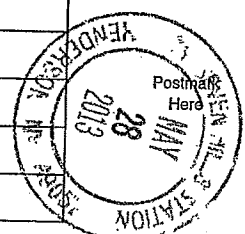
- (1) You will be given at least 10 days to answer a summons and complaint;
- (2) If you do not file an answer, an order evicting you by default may be obtained against you;
- (3) A hearing regarding a temporary eviction may be called as soon as 11 days after you are served with the summons and complaint; 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
PS Form 3800, August 2006	
See Reverse for Instructions	

7012 2210 0001 6534 1003

U.S. Postal Service™	
CERTIFIED MAIL™ RECEIPT	
<i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
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	\$

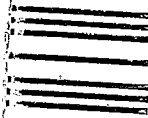


Postmark Here

Sent To	
Street, Apt. No., or PO Box No.	NEW FREEDOM MORTGAGE CORPORATION 2363 S FOOTHILL DR
City, State, ZIP+4	SALT LAKE CITY UT 84109-1458

PS Form 3800, August 2006 See Reverse for Instructions

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



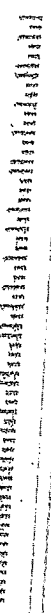
062S0008443722
\$0.460
US POSTAGE
FIRST-CLASS
FROM 89123
MAY 28 2013
stamps.com

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

EXP 891 N7E 1 5121 00 05/29/13
FORWARD TIME EXP RTN TO SEND
THE COOPER CASTLE LAW FIRM
5275 S DURANGO DR
LAS VEGAS NV 89113-0159

89123 03987

RETURN TO SENDER

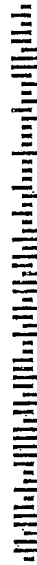


UNITED LEGAL SERVICES INC.
9484 SOUTH EASTERN AVE #163
LAS VEGAS, NV 89123



062S0008443722

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

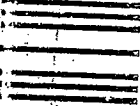


OWNER OR OCCUPANT
7255 W SUNSET RD APT 2050
LAS VEGAS NV 89113-1911

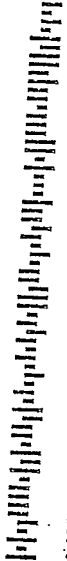
NIXIE 891 5E 1040 0006/27/13
RETURN TO SENDER
VACANT
UNABLE TO FORWARD

BC: 89123388784 *0879-03146-28-39
89123388784

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

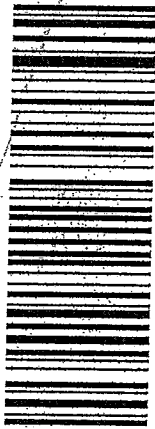


NEW FREEDOM MORTGAGE CORPORATION
2363 S FOOTHILL DR
SALT LAKE CITY UT 84109-1458

NEXT 841 SE 1 00 05/30/13
RETURN TO SENDER
REFUSED
UNABLE TO FORWARD
EC: 89123398784 *0779-03344-28-39
89123303987

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

CERTIFIED MAIL™



7012 2210 0001 6534 1010

US POSTAGE
FIRST-CLASS
FROM 89123
MAY 28 2013
\$6.110
stamps.com

062S0008443722

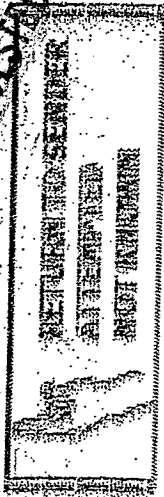
OWNER OR OCCUPANT

7255 W SUNSET RD APT 2050

LAS VEGAS NV 89113-1911

La Cant

**RETURN RECEIPT
REQUESTED**



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

2. Article Number:
(transfer from service label)

7012 2210 0001 6534 1010

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent
☒ Addressee

B. Received by (Printed Name) C. Date of Delivery

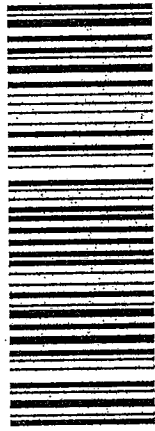
D. Is delivery address different from item 1? ☐ Yes
if YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

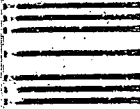
4. Restricted Delivery? (Extra Fee) ☐ Yes

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

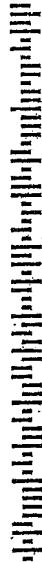
CERTIFIED MAIL



7012 2210 0001 6534 1003



062S0008443722
\$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
RETURN TO SENDER
REFUSED
UNABLE TO FORWARD
BC: 89123396784 *26P
89123 03987

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 ☐ 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

Postnet Return Receipt

102596-02-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
☐ Registered
☐ Delivery Confirmation
☐ Express Mail
☐ Insured
☐ Recorded Delivery (International)
☐ 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

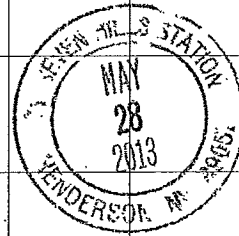
Article Number	Addressee (Name, Street, City, State, & ZIP Code)	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1.	NEW FREEDOM MORTGAGE CORPORATION 2363-S FOOTHILL DR SALT LAKE CITY UT 84109-1458											
2.	OWNER OR OCCUPANT 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.												



U.S. POSTAGE
 PAID
 HENDERSON, NV
 89052
 MAY 28 2013
 AMOUNT

\$2.64
 00032844-09

1000



Postmaster, Per (Name of receiving employee)

Total Number of Pieces Listed by Sender **6**


Total Number of Pieces Received at Post Office **6**

See Privacy Act Statement on Reverse

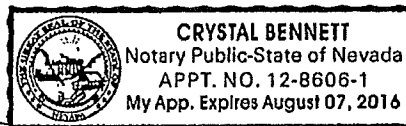
STATE OF NEVADA)
)
COUNTY OF CLARK) ss:

- 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

- 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


MIA FREGEAU

Cystal Bonnell
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

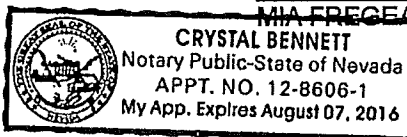
- NOTICE OF FORECLOSURE SALE UNDER THE LIEN FOR DELINQUENT ASSESSMENTS
- NOTICE TO TENANTS OF THE PROPERTY

by posting the Notices conspicuously on the front door of the residence.

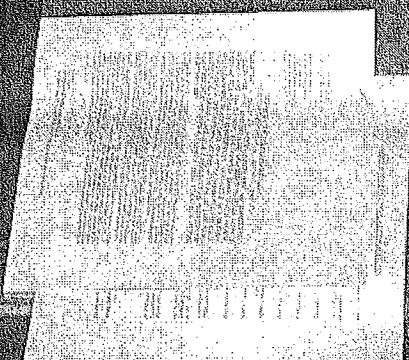
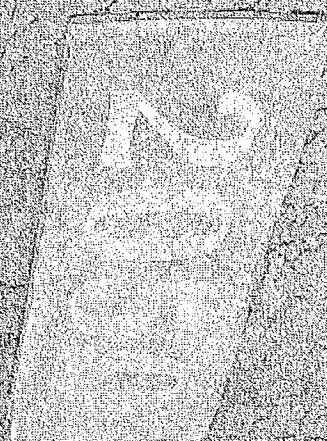
I declare under penalty of perjury under the law,
of the State of Nevada that the foregoing is true and correct

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

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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 118, 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

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

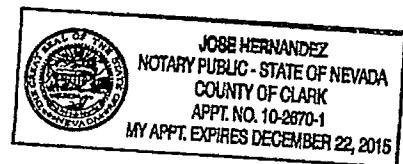
On June 14, 2013, before me,
the undersigned, a Notary Public in and for
said State, personally appeared;

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 OPPYKE, 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
i. ☐ 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