

**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 07:10 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

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**APPENDIX TO OPENING BRIEF<sup>1</sup>,  
VOLUME VIII**

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<sup>1</sup> 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.

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## **CERTIFICATE OF SERVICE**

I certify that I electronically filed on February 28, 2020, the foregoing **APPENDIX TO OPENING BRIEF, VOLUME VIII** 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

# EXHIBIT 14

# EXHIBIT 14

# Section 1

Documents from  
prior collections agency  
(Red Rock Financial Services)

EXHIBIT C  
DATE 5-11-15  
WITNESS: Atkinson  
PAGE(S)  
Kele R. Smith, CCR No. 672  
1471  
NSM000180

Assessor Parcel Number: 176-03-510-102  
File Number: R792725

### Accommodation

Inst #: 201204040001017  
Fees: \$17.00  
N/C Fee: \$0.00  
04/04/2012 09:15:46 AM  
Receipt #: 1119464  
Requestor:  
NORTH AMERICAN TITLE  
COMPAN  
Recorded By: SOL Pgs: 1  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

### LIEN FOR DELINQUENT ASSESSMENTS

*Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.*

**NOTICE IS HEREBY GIVEN:** Red Rock Financial Services, a division of RMI Management LLC, officially assigned as agent by the Tuscano Homeowners Association, herein also called the Association, in accordance with Nevada Revised Statutes 116 and outlined in the Association Covenants, Conditions, and Restrictions, herein also called CC&R's, recorded on 04/05/2006, in Book Number 20060405, as Instrument Number 0002422 and including any and all Amendments and Annexations et. seq., of Official Records of Clark County, Nevada, which have been supplied to and agreed upon by said owner.

Said Association imposes a Lien for Delinquent Assessments on the commonly known property:

7255 W Sunset Rd #2050, Las Vegas, NV 89113

TUSCANO CONDO PLAT BOOK 122 PAGE 11 UNIT 2050 BLDG 7, in the County of Clark

Current Owner(s) of Record:

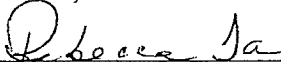
NEW FREEDOM MORTGAGE CORPORATION

**The amount owing as of the date of preparation of this lien is \*\*\$2,695.10.**

This amount includes assessments, late fees, interest, fines/violations and collection fees and costs.

\*\* The said amount may increase or decrease as assessments, late fees, interest, fines/violations, collection fees, costs or partial payments are applied to the account.

Dated: March 29, 2012

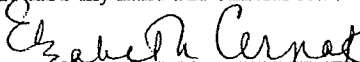


Prepared By Rebecca Tom, Red Rock Financial Services, on behalf of Tuscano Homeowners Association

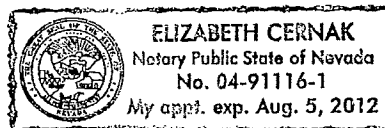
STATE OF NEVADA                     )  
COUNTY OF CLARK                 )

On March 29, 2012, before me, personally appeared Rebecca Tom, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



When Recorded Mail To: Red Rock Financial Services  
7251 Amigo Street, Suite 100  
Las Vegas, Nevada 89119  
702-932-6887





Assessor Parcel Number: 176-03-510-102  
File Number: R792725  
Property Address: 7255 W Sunset Rd #2050  
Las Vegas, NV 89113  
Title Order Number: 1048078

Inst #: 201205290001690  
Fees: \$17.00  
N/C Fee: \$0.00  
05/29/2012 12:55:19 PM  
Receipt #: 1178178  
Requestor:  
STEWART TITLE LAS VEGAS WAR  
Recorded By: SOL Pgs: 1  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

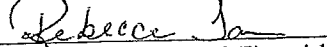
**NOTICE OF DEFAULT AND ELECTION TO SELL PURSUANT TO THE**  
**LIEN FOR DELINQUENT ASSESSMENTS**  
◆ IMPORTANT NOTICE ◆

*Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.*

**WARNING! IF YOU FAIL TO PAY THE AMOUNT SPECIFIED IN THIS NOTICE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE!**

**NOTICE IS HEREBY GIVEN:** Red Rock Financial Services officially assigned as agent by the Tuscano Homeowners Association, under the Lien for Delinquent Assessments, recorded on 04/04/2012, in Book Number 20120404, as Instrument Number 0001017, reflecting NEW FREEDOM MORTGAGE CORPORATION as the owner(s) of record on said lien, land legally described as TUSCANO CONDO PLAT BOOK 122 PAGE 11 UNIT 2050 BLDG 7, of the Official Records in the Office of the Recorder of Clark County, Nevada, makes known the obligation under the Covenants, Conditions and Restrictions recorded 04/05/2006, in Book Number 20060405, as Instrument Number 0002422, has been breached. As of 12/01/2011 forward, all assessments, whether monthly or otherwise, late fees, interest, Association charges, legal fees and collection fees and costs, less any credits, have gone unpaid.

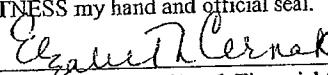
Above stated, the Association has equipped Red Rock Financial Services with verification of the obligation according to the Covenants, Conditions and Restriction in addition to documents proving the debt, therefore declaring any and all amounts secured as well as due and payable, electing the property to be sold to satisfy the obligation. In accordance with Nevada Revised Statutes 116, no sale date may be set until the ninety-first (91) day after the recorded date or the mailing date of the Notice of Default and Election to Sell. As of May 23, 2012, the amount owed is \$ 4,018.40. This amount will continue to increase until paid in full.

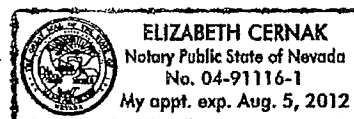
 Dated: May 23, 2012  
Prepared By Rebecca Tom, Red Rock Financial Services, on behalf of Tuscano Homeowners Association

STATE OF NEVADA )  
COUNTY OF CLARK )

On May 23, 2012, before me, personally appeared Rebecca Tom, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

  
When Recorded Red Rock Financial Services  
Mail To: 7251 Amigo Street, Suite 100  
Las Vegas, Nevada 89119  
702-932-6887





## Detailed Invoice of Collection Fees and Costs

Information as of: May 23, 2013

\* Include invoice number on check, as well as a copy of this invoice with payment.  
Please make all checks payable to Red Rock Financial Services.

**Bill To:** Tuscano Homeowners Association  
C/O RMI Management  
630 Trade Center Drive, Suite 100  
Las Vegas, NV 89119 USA

**For Collection Services:** 7255 W Sunset Rd #2050  
Las Vegas, NV 89113 USA

**Account/Invoice Number:** 792725  
**Balance Due:** \$1,756.82

Date	Description	Fee Charged	Fee Open
02/24/2012	Intent to Lien Letter	\$125.00	\$125.00
02/24/2012	Mailing Costs	\$8.97	\$8.97
02/24/2012	Mailing Costs	\$8.97	\$8.97
03/29/2012	Mailing Costs	\$8.97	\$8.97
03/29/2012	Lien for Delinquent Assessment	\$275.00	\$275.00
03/29/2012	Lien Release	\$33.00	\$33.00
03/29/2012	Lien Recording Costs	\$31.00	\$31.00
03/29/2012	Mailing Costs	\$8.97	\$8.97
04/09/2013	Intent to Conduct Foreclosure	\$25.00	\$25.00
05/11/2012	Intent to NOD	\$90.00	\$90.00
05/23/2012	Notice of Default	\$375.00	\$375.00
05/23/2012	NOD Release	\$30.00	\$30.00
05/23/2012	Trustee Sale Guarantee	\$320.00	\$320.00
05/23/2012	NOD Recording Costs	\$22.00	\$22.00
05/23/2012	NOD Release Recording Costs	\$22.00	\$22.00
05/23/2012	NOD Mailing Costs	\$89.70	\$17.94
08/10/2012	Payoff Demand	\$150.00	\$150.00
08/30/2012	Intent to NOS	\$90.00	\$90.00
12/01/2011	Association Setup Fee Resale	\$115.00	\$115.00
<b>Balance Due upon receipt:</b>			<b>\$1,756.82</b>



Red Rock Financial Services

## Account Detail

Information as of: May 23, 2013

Tuscano Homeowners Association

### Red Rock Financial Service

**Account Number:** 792725

**Property Address:** 7255 W Sunset Rd #2050, Las Vegas, NV 89113

**Homeowner(s):** New Freedom Mortgage Corporation; New Freedom Mortgage Corporation

Date	Description	Amount	Balance	Pmt Ref #	Memo
12/1/2011	Monthly Assessment	\$1,476.00	\$1,476.00		Monthly Assessment
12/1/2011	Late Fees	\$45.00	\$1,521.00		Late Fees
12/1/2011	Association Setup Fee Resale	\$115.00	\$1,636.00		Account Setup Fee Resale
12/10/2011	Late Fees	\$15.00	\$1,651.00		Late Fees
1/1/2012	Monthly Assessment	\$164.00	\$1,815.00		Monthly Assessment
1/10/2012	Late Fees	\$15.00	\$1,830.00		Late Fees
2/1/2012	Monthly Assessment	\$164.00	\$1,994.00		Monthly Assessment
2/10/2012	Late Fees	\$15.00	\$2,009.00		Late Fees
2/24/2012	Intent to Lien Letter	\$125.00	\$2,134.00		
2/24/2012	Mailing Costs	\$8.97	\$2,142.97		
2/24/2012	Mailing Costs	\$8.97	\$2,151.94		
3/1/2012	Monthly Assessment	\$164.00	\$2,315.94		Monthly Assessment
3/1/2012	Association Interest	\$7.22	\$2,323.16		
3/10/2012	Late Fees	\$15.00	\$2,338.16		Late Fees
3/29/2012	Mailing Costs	\$8.97	\$2,347.13		
3/29/2012	Lien for Delinquent Assessment	\$275.00	\$2,622.13		
3/29/2012	Lien Release	\$33.00	\$2,655.13		
3/29/2012	Lien Recording Costs	\$31.00	\$2,686.13		
3/29/2012	Mailing Costs	\$8.97	\$2,695.10		
4/1/2012	Monthly Assessment	\$164.00	\$2,859.10		Monthly Assessment
4/1/2012	Association Interest	\$7.94	\$2,867.04		
4/10/2012	Late Fees	\$15.00	\$2,882.04		Late Fees
4/29/2012	Association Interest	\$8.66	\$2,890.70		
5/1/2012	Monthly Assessment	\$164.00	\$3,054.70		Monthly Assessment
5/10/2012	Late Fees	\$15.00	\$3,069.70		Late Fees

© RED ROCK FINANCIAL SERVICES 4775 W. Teco Avenue, Suite 140, Las Vegas, NV 89118 Phone: (702) 932-6887 Fax: (702) 341-7733  
Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.

Information as of 05/23/13

Page 1 of 6

1475  
NSM000184



Red Rock Financial Services  
**Account Detail**  
 Information as of: May 23, 2013  
 Tuscano Homeowners Association

**Red Rock Financial Service**

**Account Number:** 792725  
**Property Address:** 7255 W Sunset Rd #2050, Las Vegas, NV 89113  
**Homeowner(s):** New Freedom Mortgage Corporation; New Freedom Mortgage Corporation

5/11/2012	Intent to NOD	\$90.00	\$3,159.70	
5/23/2012	Notice of Default	\$375.00	\$3,534.70	
5/23/2012	NOD Release	\$30.00	\$3,564.70	
5/23/2012	Trustee Sale Guarantee	\$320.00	\$3,884.70	
5/23/2012	NOD Recording Costs	\$22.00	\$3,906.70	
5/23/2012	NOD Release Recording Costs	\$22.00	\$3,928.70	
5/23/2012	NOD Mailing Costs	\$89.70	\$4,018.40	
5/23/2012	NOD Mailing Charges Adjustment	(\$71.76)	\$3,946.64	
5/30/2012	Association Interest	\$9.38	\$3,956.02	
6/1/2012	Monthly Assessment	\$164.00	\$4,120.02	Monthly Assessment
6/10/2012	Late Fees	\$15.00	\$4,135.02	Late Fees
6/29/2012	Association Interest	\$10.10	\$4,145.12	
7/1/2012	Monthly Assessment	\$164.00	\$4,309.12	Monthly Assessment
7/10/2012	Late Fees	\$15.00	\$4,324.12	Late Fees
7/30/2012	Association Interest	\$10.82	\$4,334.94	
8/1/2012	Monthly Assessment	\$164.00	\$4,498.94	Monthly Assessment
8/10/2012	Payoff Demand	\$150.00	\$4,648.94	Bank of America
8/10/2012	Late Fees	\$15.00	\$4,663.94	Late Fees
8/30/2012	Intent to NOS	\$90.00	\$4,753.94	
8/30/2012	Association Interest	\$11.54	\$4,765.48	
9/1/2012	Monthly Assessment	\$164.00	\$4,929.48	Monthly Assessment
9/10/2012	Late Fees	\$15.00	\$4,944.48	Late Fees
9/29/2012	Association Interest	\$12.26	\$4,956.74	
10/1/2012	Monthly Assessment	\$164.00	\$5,120.74	Monthly Assessment
10/10/2012	Late Fees	\$15.00	\$5,135.74	Late Fees
10/30/2012	Association Interest	\$12.98	\$5,148.72	



Red Rock Financial Services

Account Detail

Information as of: May 23, 2013

Tuscano Homeowners Association

Red Rock Financial Service

Account Number: 792725

Property Address: 7255 W Sunset Rd #2050, Las Vegas, NV 89113

Homeowner(s): New Freedom Mortgage Corporation;New Freedom Mortgage Corporation

11/1/2012	Monthly Assessment	\$164.00	\$5,312.72	Monthly Assessment
11/10/2012	Late Fees	\$15.00	\$5,327.72	Late Fees
11/29/2012	Association Interest	\$13.70	\$5,341.42	
12/1/2012	Monthly Assessment	\$164.00	\$5,505.42	Monthly Assessment
12/10/2012	Late Fees	\$15.00	\$5,520.42	Late Fees
12/30/2012	Association Interest	\$14.42	\$5,534.84	
1/1/2013	Monthly Assessment	\$164.00	\$5,698.84	Monthly Assessment
1/10/2013	Late Fees	\$15.00	\$5,713.84	Late Fees
1/29/2013	Association Interest	\$15.14	\$5,728.98	
2/1/2013	Monthly Assessment	\$164.00	\$5,892.98	Monthly Assessment
3/1/2013	Monthly Assessment	\$164.00	\$6,056.98	Monthly Assessment
3/1/2013	Assessment	\$15.86	\$6,072.84	
3/10/2013	Late Fees	\$15.00	\$6,087.84	Late Fees
4/1/2013	Monthly Assessment	\$164.00	\$6,251.84	Monthly Assessment
4/1/2013	Association Interest	\$16.58	\$6,268.42	
4/9/2013	Intent to Conduct Foreclosure	\$25.00	\$6,293.42	
4/10/2013	Late Fees	\$15.00	\$6,308.42	Late Fees
5/1/2013	Monthly Assessment	\$164.00	\$6,472.42	Monthly Assessment
5/10/2013	Late Fees	\$15.00	\$6,487.42	Late Fees



Red Rock Financial Services  
Account Detail  
Information as of: May 23, 2013  
Tuscano Homeowners Association

Red Rock Financial Service

Account Number: 792725  
Property Address: 7255 W Sunset Rd #2050, Las Vegas, NV 89113  
Homeowner(s): New Freedom Mortgage Corporation; New Freedom Mortgage Corporation

Balance Summary

Association

Charges

Assessment	\$15.86
Association Interest	\$150.74
Late Fees	\$300.00
Monthly Assessment	\$4,264.00

Credits

Assessment	\$0.00
Association Interest	\$0.00
Late Fees	\$0.00
Monthly Assessment	\$0.00

**Balance:** \$4,730.60

RRFS

Charges

Intent to Conduct Foreclosure	\$25.00
Intent to Lien Letter	\$125.00
Intent to NOD	\$90.00
Intent to NOS	\$90.00
Lien for Delinquent Assessment	\$275.00
Lien Recording Costs	\$31.00
Lien Release	\$33.00
Mailing Costs	\$35.88



Red Rock Financial Services  
Account Detail  
Information as of: May 23, 2013  
Tuscano Homeowners Association

Red Rock Financial Service

Account Number: 792725  
Property Address: 7255 W Sunset Rd #2050, Las Vegas, NV 89113  
Homeowner(s): New Freedom Mortgage Corporation; New Freedom Mortgage Corporation

NOD Mailing Costs	\$89.70
NOD Release	\$30.00
NOD Release Recording Costs	\$22.00
Notice of Default	\$375.00
Payoff Demand	\$150.00

**Credits**

Intent to Conduct Foreclosure	\$0.00
Intent to Lien Letter	\$0.00
Intent to NOD	\$0.00
Intent to NOS	\$0.00
Lien for Delinquent Assessment	\$0.00
Lien Recording Costs	\$0.00
Lien Release	\$0.00
Mailing Costs	\$0.00
NOD Mailing Costs	\$71.76
NOD Release	\$0.00
NOD Release Recording Costs	\$0.00
Notice of Default	\$0.00
Payoff Demand	\$0.00

**Balance:** \$1,299.82

**Title**

**Charges**

NOD Recording Costs	\$22.00
Trustee Sale Guarantee	\$320.00



Red Rock Financial Services  
Account Detail  
Information as of: May 23, 2013  
Tuscano Homeowners Association

Red Rock Financial Service

Account Number: 792725  
Property Address: 7255 W Sunset Rd #2050, Las Vegas, NV 89113  
Homeowner(s): New Freedom Mortgage Corporation; New Freedom Mortgage Corporation

Credits

NOD Recording Costs \$0.00  
Trustee Sale Guarantee \$0.00

Balance: \$342.00

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Publishing

Charges

Credits

Balance: \$0.00

---

Miscellaneous Charges

Charges

Association Setup Fee Resale \$115.00

Credits

Association Setup Fee Resale \$0.00

Balance: \$115.00

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Open Credits

\$0.00

Balance: \$0.00

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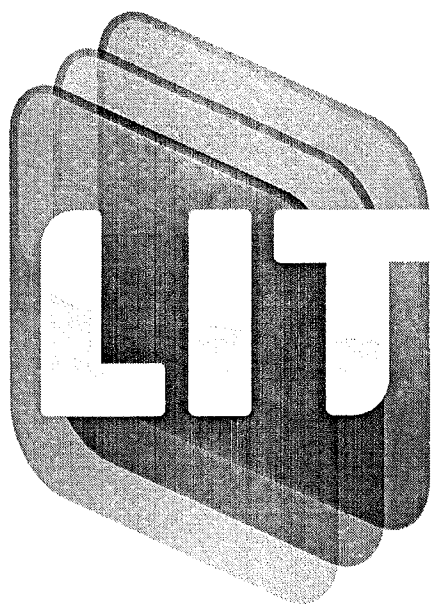
Total: \$6,487.42

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Robert Atkinson, Esq.

West Sunset 2050 Trust vs. New  
Freedom Mortgage Corporation, et al.



Litigation  
SERVICES

Job: 245765

Exhibit: 0000D



1481  
NSM000190

## Search Results

You searched under: **Parcel Number**, for: **176-03-510-102**, with the document types of: **ALL DOCUMENTS**, between: **1/1/1900** and **5/17/2013**

Records found: 10

Refresh								
First Party Name	First Cross Party Name	Instrument #	Document Type	Modifier	Record Date	Parcel #	Remarks	Total Value
<u>TUSCANO CONDOMINIUMS LLC</u>	TABLANTE, STEPHANIE	200512070002366	DEED		12/7/2005 9:54:01 AM	176-03 -510-102		\$196,400.00
<u>TABLANTE, STEPHANIE</u>	NEW FREEDOM MORTGAGE CORPORATION	200512070002367	DEED OF TRUST		12/7/2005 9:54:01 AM	176-03 -510-102		
<u>TABLANTE, STEPHANIE</u>		200602060002436	HOMESTEAD		2/6/2006 2:50:49 PM	176-03 -510-102		
<u>TABLANTE, STEPHANIE</u>	NEW FREEDOM MORTGAGE CORPORATION	201103030003444	DEED IN LIEU OF FORECLOSURE		3/3/2011 1:40:52 PM	176-03 -510-102	PAPER OVER 10 POUNDS	\$165,850.63
<u>TABLANTE, STEPHANIE</u>	NEW FREEDOM MORTGAGE CORPORATION	201106210002567	DEED		6/21/2011 1:48:06 PM	176-03 -510-102	NOTARY STAMP IN LEFT MARGIN PG 5	\$0.00
<u>MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC</u>	BAC HOME LOANS SERVICING LP	201107290000895	ASSIGNMENT		7/29/2011 9:30:03 AM	176-03 -510-102		\$0.00
<u>EFFECTIVE DATE 8/10/2011 BANK OF AMERICA NA</u>	COOPER CASTLE LAW FIRM LLP A MULTI-JURISDICTIONAL LAW FIRM	201202020000943	SUBSTITUTION	TRUSTEE	2/2/2012 12:21:18 PM	176-03 -510-102	BLUE INK AND WRITING IN RIGHT MARGIN.	\$0.00
<u>NEW FREEDOM MORTGAGE CORPORATION</u>	TUSCANO HOMEOWNERS ASSOCIATION	201204040001017	LIEN		4/4/2012 9:15:46 AM	176-03 -510-102		\$0.00
<u>NEW FREEDOM MORTGAGE CORPORATION</u>	TUSCANO HOMEOWNERS ASSOCIATION	201205290001690	DEFAULT		5/29/2012 12:55:19 PM	176-03 -510-102		\$0.00
<u>TABLANTE, STEPHANIE</u>	NATIONSTAR MORTGAGE LLC	201303200000887	ASSIGNMENT		3/20/2013 8:28:50 AM	176-03 -510-102		\$0.00

GENERAL INFORMATION	
PARCEL NO.	176-03-510-102
OWNER AND MAILING ADDRESS	NEW FREEDOM MORTGAGE CORPORATION 2363 S FOOTHILL DR SALT LAKE CITY UT 84109-1458
LOCATION ADDRESS CITY/UNINCORPORATED TOWN	7255 W SUNSET RD 2050 SPRING VALLEY
ASSESSOR DESCRIPTION	TUSCANO CONDO PLAT BOOK 122 PAGE 11 UNIT 2050 BLDG 7  SEC 03 TWP 22 RNG 60
RECORDED DOCUMENT NO.	* 20110621:02567
RECORDED DATE	06/21/2011
VESTING	NO STATUS

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

ASSESSMENT INFORMATION AND SUPPLEMENTAL VALUE	
TAX DISTRICT	417
APPRAISAL YEAR	2012
FISCAL YEAR	12-13
SUPPLEMENTAL IMPROVEMENT VALUE	0
SUPPLEMENTAL IMPROVEMENT ACCOUNT NUMBER	N/A

REAL PROPERTY ASSESSED VALUE		
FISCAL YEAR	2012-13	2013-14
LAND	4900	4900
IMPROVEMENTS	14015	17248
PERSONAL PROPERTY	0	0
EXEMPT	0	0
GROSS ASSESSED (SUBTOTAL)	18915	22148
TAXABLE LAND+IMP (SUBTOTAL)	54043	63280
COMMON ELEMENT ALLOCATION ASSD	0	0
TOTAL ASSESSED VALUE	18915	22148
TOTAL TAXABLE VALUE	54043	63280

ESTIMATED LOT SIZE AND APPRAISAL INFORMATION	
ESTIMATED SIZE	0.00 Acres
ORIGINAL CONST. YEAR	2001
LAST SALE PRICE MONTH/YEAR	165850 03/11
LAND USE	1-70 RESIDENTIAL CONDOMINIUM
DWELLING UNITS	1

PRIMARY RESIDENTIAL STRUCTURE					
TOTAL LIVING SQ. FT.	1046	CARPORT SQ. FT.	0	ADDN/CONV	NONE
1ST FLOOR SQ. FT.	1046	STORIES	MULTI-FAM (1)	POOL	NO
2ND FLOOR SQ. FT.	0	BEDROOMS	2	SPA	NO
BASEMENT SQ. FT.	0	BATHROOMS	2 FULL	TYPE OF CONSTRUCTION	FRAME STUCCO
GARAGE SQ. FT.	0	FIREPLACE	0	ROOF TYPE	CONCRETE TILE
CASITA SQ. FT.*	0				

\*Note: Casita square footage not included in Total Living square footage.

20051207-0002366

Fee: \$17.00 RPTT: \$1,002.15  
N/C Fee: \$0.00

12/07/2005 09:54:01  
T20050220961

Requestor:

FIRST AMERICAN TITLE COMPANY OF NEVADA

Frances Deane PUN  
Clark County Recorder Pgs: 4

A.P.N.: 176-03-510-102  
File No: 101-2237055 (SC)  
R.P.T.T.: \$1,002.16

When Recorded Mail To: Mail Tax Statements To:  
Stephanie Tablante  
7255 West Sunset Road Unit 2050  
Las Vegas, NV 89113

***GRANT, BARGAIN and SALE DEED***

*FOR A VALUABLE CONSIDERATION*, receipt of which is hereby acknowledged,

Tuscano Condominiums LLC., a Nevada limited liability company

do(es) hereby *GRANT, BARGAIN and SELL* to

Stephanie Tablante, a single woman

the real property situate in the County of Clark, State of Nevada, described as follows:

**PARCEL ONE (1) - UNITS:**

**UNIT 2050 IN BUILDING 7 AS SHOWN ON THE FINAL PLAT OF TUSCANO CONDOMINIUMS, A CONDOMINIUM COMMUNITY, RECORDED JANUARY 31, 2005, IN BOOK 122, PAGE 11 OF PLATS, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA (THE "PLAT"), AND**

**PARCEL TWO (2) - COMMON ELEMENTS:**

**1/352 INTEREST AS A TENANT-IN-COMMON IN THE COMMON ELEMENTS IN ACCORDANCE WITH AND SUBJECT TO THE TERMS OF THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR TUSCANO TOWNHOMES RECORDED APRIL 5, 2005 IN BOOK 20050405 AS DOCUMENT NO. 0002422 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA (THE "DECLARATION").**

**EXCEPTING THEREFROM, ALL UNITS SHOWN ON THE PLAT.**

**RESERVING THEREFROM, THE RIGHT TO USE ANY OF THOSE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS IN THE PLAT AND/OR THE DECLARATION.**

**FURTHER RESERVING THEREFROM, FOR THE BENEFIT OF THE OWNERS OF ALL UNITS SHOWN ON THE PLAT (EXCEPT THE UNIT REFERRED TO IN PARCEL 1 ABOVE) NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS USE, ENJOYMENT AND OTHER PURPOSES ON, OVER AND ACROSS THE COMMON ELEMENTS, AS DEFINED IN AND SUBJECT TO THE DECLARATION.**

**PARCEL THREE (3) - APPURTENANT EASEMENTS:**

**NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS USE, ENJOYMENT AND OTHER PURPOSES ON, OVER AND ACROSS THE COMMON ELEMENTS AS DEFINED IN AND SUBJECT TO THE DECLARATION, WHICH EASEMENTS ARE APPURTENANT TO PARCELS 1, 2 ABOVE.**

Subject to


1. All general and special taxes for the current fiscal year.
2. Covenants, Conditions, Restrictions, Reservations, Rights, Rights of Way and Easements now of record.

*TOGETHER* with all tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof.

Date: 12/02/2005

By: Ken Baxter, Member

This instrument was acknowledged before me on 12/2/05 by Tuscano Condominiums LLC, a Nevada Limited Liability Company by Ken Baxter, Member.

  
Notary Public  
(My commission expires: 2/22/04)



STATE OF NEVADA  
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

- a) 176-03-510-102  
b) \_\_\_\_\_  
c) \_\_\_\_\_  
d) \_\_\_\_\_

2. Type of Property

- a) ☐ Vacant Land b) ☐ Single Fam. Res. <sup>48</sup>  
c) ☒ Condo/Twnhse d) ☐ 2-4 Plex  
e) ☐ Apt. Bldg. f) ☐ Comm'l/Ind'l  
g) ☐ Agricultural h) ☐ Mobile Home  
i) ☐ Other \_\_\_\_\_

FOR RECORDERS OPTIONAL USE

Book \_\_\_\_\_ Page: \_\_\_\_\_

Date of Recording: \_\_\_\_\_

Notes: \_\_\_\_\_

3. Total Value/Sales Price of Property:

\$196,400.00

Deed in Lieu of Foreclosure Only (value of property)

( \$ \_\_\_\_\_ )

Transfer Tax Value:

\$196,400.00

Real Property Transfer Tax Due

\$1,002.15

4. If Exemption Claimed:

a. Transfer Tax Exemption, per 375.090, Section: \_\_\_\_\_

b. Explain reason for exemption: \_\_\_\_\_

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature: [Signature] Capacity: Agent

Signature: \_\_\_\_\_ Capacity: \_\_\_\_\_

SELLER (GRANTOR) INFORMATION  
(REQUIRED)

Print Name: 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)

238dc



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

C5-1

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 21<sup>st</sup> 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

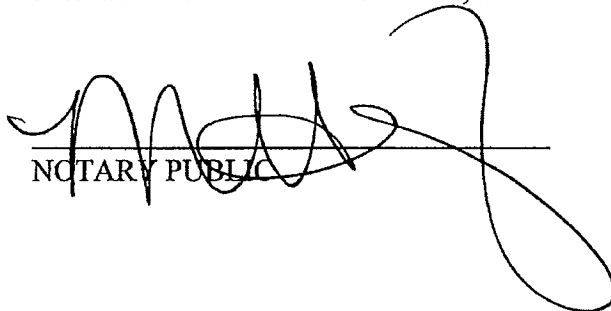
New Freedom Mortgage Corporation, trustee for party of the second part, beneficiary, Mortgage Electronic Registration Systems, Inc. ("MERS"), P.O. Box 2026, Flint, MI 48501-2026 nominee for lender, New Freedom Mortgage Corporation and recorded on December 7, 2005, in the Official Records of the Clark 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.

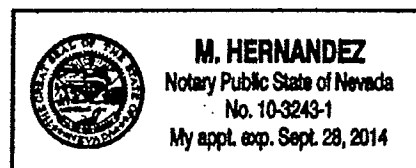
IN WITNESS WHEREOF the party of the first part has executed this Deed in Lieu of Foreclosure the day and year first hereinabove written.

  
\_\_\_\_\_  
Stephanie Tablante

STATE OF NEVADA       )  
                                  ) SS.:  
COUNTY OF CLARK     )

On June 21<sup>st</sup>, 2011, before me the undersigned, a Notary Public in and for said County and State, personally appeared Stephanie Tablante, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

  
\_\_\_\_\_  
NOTARY PUBLIC



STATE OF NEVADA  
DECLARATION OF VALUE FORM

1. Assessor Parcel Number(s)

a. 176-03-510-102  
b. \_\_\_\_\_  
c. \_\_\_\_\_  
d. \_\_\_\_\_

2. Type of Property:

a. ☐ Vacant Land      b. ☐ Single Fam. Res.  
c. ☒ Condo/Twnhse      d. ☐ 2-4 Plex  
e. ☐ Apt. Bldg      f. ☐ Comm'l/Ind'l  
g. ☐ Agricultural      h. ☐ Mobile Home  
i. ☐ Other \_\_\_\_\_

FOR RECORDER'S OPTIONAL USE ONLY

Book: \_\_\_\_\_ Page: \_\_\_\_\_

Date of Recording: \_\_\_\_\_

Notes: \_\_\_\_\_

3. a. Total Value/Sales Price of Property

\$ 165,850.63

b. Deed in Lieu of Foreclosure Only (value of property)

( 67,977.00 )

c. Transfer Tax Value:

\$ 99,873.00

d. Real Property Transfer Tax Due

\$ ~~199.80~~ 713

4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090, Section 3

b. Explain Reason for Exemption: Re-Recording to ~~owner~~ 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 [Signature]

Capacity seller

Signature \_\_\_\_\_

Capacity \_\_\_\_\_

**SELLER (GRANTOR) INFORMATION  
(REQUIRED)**

Print Name: Stephanie Tablante

Address: 9037 Loggers Mile Ave.

City: Las Vegas

State: NV Zip: 89143

**BUYER (GRANTEE) INFORMATION  
(REQUIRED)**

Print Name: New Freedom Mortgage Corp

Address: 2363 South Foothill Dr.

City: Salt Lake City

State: UT Zip: 84109

**COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)**

Print Name: John Peter Lee, Ltd.

Escrow #: \_\_\_\_\_

Address: 830 Las Vegas Blvd., South

City: Las Vegas

State: NV Zip: 89101

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

Inst #: 201103030003444

Fees: \$17.00 N/C Fee: \$25.00

RPTT: \$499.80 Ex: #

03/03/2011 01:40:52 PM

Receipt #: 694986

Requestor:

JOHN PETER LEE LTD

Recorded By: JRV Pgs: 5

DEBBIE CONWAY

CLARK COUNTY RECORDER

CS-1

APN # 176-03-510-102

Deed in Lieu of Foreclosure

Recording requested by:

JOHN PETER LEE, LTD.

Return to:

John Peter Lee, Ltd.  
830 Las Vegas Boulevard South  
Las Vegas, NV 89101

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

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

APN 176-03-510-102

The undersigned hereby affirms that  
there is no Social Security number  
contained in this document.

WHEN RECORDED, RETURN TO:

New Freedom Mortgage Corporation  
2363 South Foothill Drive  
Salt Lake City, UT 84109

GRANTEE/MAIL TAX STATEMENTS TO:

New Freedom Mortgage Corporation  
2363 South Foothill Drive  
Salt Lake City, UT 84109

**DEED IN LIEU OF FORECLOSURE**

THIS INDENTURE, made and entered into this 5<sup>th</sup> 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.

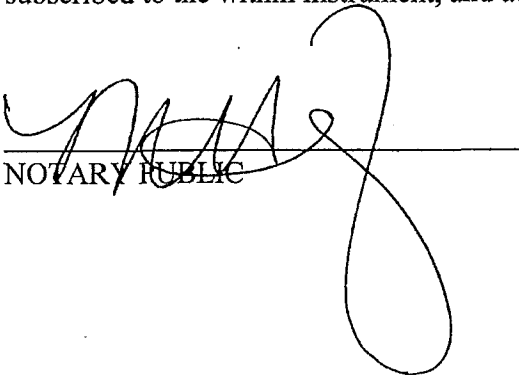
THIS DEED is an absolute conveyance, the party of the first part having sold said land to the party of the second part for a fair and adequate consideration, such consideration being full satisfaction of all obligations secured by the Deeds of Trust executed by the party of the first part to New Freedom 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.

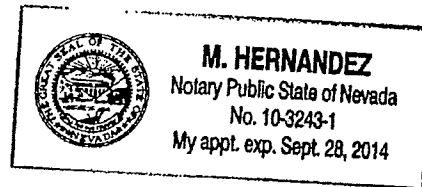
IN WITNESS WHEREOF the party of the first part has executed this Deed in Lieu of Foreclosure the day and year first hereinabove written.

  
Stephanie Tablante

STATE OF Nevada  
COUNTY OF Clark ) SS.:

On March 15<sup>th</sup>, 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 - Kluge

Signature \_\_\_\_\_ Capacity \_\_\_\_\_

**SELLER (GRANTOR) INFORMATION  
(REQUIRED)**

Print Name: Stephanie Tablante  
Address: 9037 Loggers Mile Ave.  
City: Las Vegas  
State: NV Zip: 89143

**BUYER (GRANTEE) INFORMATION  
(REQUIRED)**

Print Name: New Freedom Mortgage Corp.  
Address: 2363 South Foothill Drive  
City: Salt Lake City  
State: UT Zip: 84109

**COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)**

Print Name: John Peter Lee, Ltd. Escrow #: \_\_\_\_\_  
Address: 830 Las Vegas Blvd., South  
City: Las Vegas State: NV Zip: 89101

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

Recording Requested By:  
**Bank of America**  
Prepared By: **Srbui Muradyan**  
**888-603-9011**  
When recorded mail to:  
**CoreLogic**  
**450 E. Boundary St.**  
**Attn: Release Dept.**  
**Chapin, SC 29036**



DocID# **16910692327163615**  
Tax ID: **176-03-510-102**  
Property Address:  
**7255 W Sunset Rd Unit 2050**  
**Las Vegas, NV 89113-1911**  
NV0-ADT 14411205 7/25/2011

Inst #: 201107290000895  
Fees: \$15.00  
N/C Fee: \$0.00  
07/29/2011 09:30:03 AM  
Receipt #: 862036  
Requestor:  
**CORELOGIC**  
Recorded By: MSH Pgs: 2  
**DEBBIE CONWAY**  
**CLARK COUNTY RECORDER**

This space for Recorder's use

MIN #: 1000360-0000275964-1

MERS Phone #: 888-679-6377

### ASSIGNMENT OF DEED OF TRUST

For Value Received, the undersigned holder of a Deed of Trust (herein "Assignor") whose address is **3300 S.W. 34TH AVENUE, SUITE 101 OCALA, FL 34474** does hereby grant, sell, assign, transfer and convey unto **BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING LP** whose address is **400 NATIONAL WAY, SIMI VALLEY, CA 93065** all beneficial interest under that certain Deed of Trust described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Deed of Trust.

Original Lender: **NEW FREEDOM MORTGAGE CORPORATION**  
Made By: **STEPHANIE TABLANTE, A SINGLE WOMAN**  
Trustee: **FIRST AMERICAN TITLE CO. OF NEVADA**  
Date of Deed of Trust: **11/29/2005** Original Loan Amount: **\$176,760.00**

Recorded in **Clark County, NV** on: **12/7/2005**, book **20051207**, page **0002367** and instrument number **N/A**

I the undersigned hereby affirm that this document submitted for recording does not contain the social security number of any person or persons.

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Deed of Trust to be executed on

7/28/11

**MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC.**

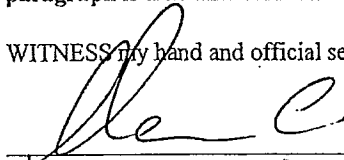
By:   
**Chester Levings, Assistant Secretary**

State of California  
County of Ventura

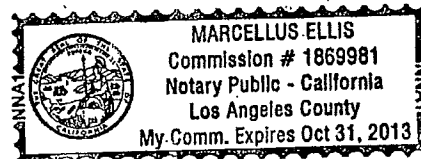
On 07/28/11 before me, MARCELLUS ELLIS, Notary Public, personally appeared Chester Levings, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

  
Notary Public: MARCELLUS ELLIS  
My Commission Expires: 10/31/13

(Seal)



BORROWER: STEPHANIE TABLANTE

When Recorded Mail To:  
The Cooper Castle Law Firm  
820 S. Valley View Blvd.  
Las Vegas, Nevada 89107  
Attn.: Jessica Chester

T.S. No.: 11-08-31196-NV  
APN: 176-03-510-102  
TITLE REPORT No.: 5817079

Inst #: 201202020000943  
Fees: \$17.00  
N/C Fee: \$25.00  
02/02/2012 12:21:18 PM  
Receipt #: 1054869  
Requestor:  
DOCUMENT PROCESSING SOLUTIONS  
Recorded By: SCA Pgs: 1  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

## SUBSTITUTION OF TRUSTEE

WHEREAS, Stephanie Tablante, the original Trustor, First American Title Co. of Nevada, was the original Trustee, and Mortgage Electronic Registration Systems, Inc. (MERS) was the original Beneficiary under that certain Deed of Trust dated November 29, 2005 and recorded on December 7, 2005, as Book: 20051207 Instrument: 0002367 of Official Records of Clark County, Nevada; and

WHEREAS, the undersigned is the present Beneficiary under said Deed of Trust, and

WHEREAS, the undersigned desires to substitute a new Trustee effective as of 8/10/2011 under said Deed of Trust in place and instead of said original Trustee, or Successor Trustee, thereunder, in the manner in said Deed of Trust provided,

NOW, THEREFORE, the undersigned hereby substitutes Cooper Castle Law Firm, LLP, A Multi-Jurisdictional Law Firm, as Trustee under said Deed of Trust.

The Beneficiary hereby ratifies and confirms all action taken on the Beneficiary's behalf by the instant and/or Successor Trustee prior to the recording of the substitution of trustee.

Effective Date: 8/10/2011

BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC  
HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME  
LOANS SERVICING LP

Acknowledgement:

State of Texas  
County of Dallas

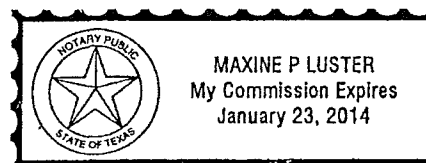
Michelle Johnson  
Michelle Johnson, Assistant Vice President (AVP)

On 10/3/11 before me, Maxine P. Luster, personally appeared Michelle Johnson, AVP, who provided to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of Texas that the foregoing paragraph is true and correct.  
WITNESS my hand and official seal.

Signature

Maxine P. Luster  
Maxine P. Luster

Stephanie Tablante / 11-08-31196-NV



Inst #: 201303200000887  
Fees: \$18.00  
N/C Fee: \$0.00  
03/20/2013 08:28:50 AM  
Receipt #: 1541118  
Requestor:  
CASTLE STAWIARSKI, LLC - NE  
Recorded By: MSH Pgs: 2  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

Tax Parcel: 176-03-510-102.

Recording requested by:  
BANK OF AMERICA N.A.,  
SUCCESSOR BY MERGER TO BAC  
HOME LOANS SERVICING, LP FKA  
COUNTRYWIDE HOME LOANS  
SERVICING, LP

When recorded mail to:  
NATIONSTAR MORTGAGE, LLC  
350 HIGHLAND DRIVE  
LEWISVILLE, TX 75067  
Attn: MOSAIC

Mail tax statement to:  
Bank of America, N.A.  
1757 Tapo Canyon Road, #300  
Simi Valley, CA 93063

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CORPORATION ASSIGNMENT OF DEED OF TRUST

Doc. ID# 95010692327170532  
Commitment# A41682

For value received, the undersigned, BANK OF AMERICA N.A., SUCCESSOR BY  
MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING,  
LP, 1800 TAPO CANYON ROAD, SIMI VALLEY, CA 93063, hereby grants, assigns and  
transfers to:

NATIONSTAR MORTGAGE, LLC  
350 HIGHLAND DRIVE, LEWISVILLE, TX 75067

All beneficial interest under that certain Deed of Trust dated 11/29/05,  
executed by: STEPHANIE TABLANTE, Trustor as per TRUST DEED recorded as  
Instrument No. 20051207-0002367 on 12/07/05 in Book \_\_\_\_\_ Page \_\_\_\_\_  
of official records in the County Recorder's Office of CLARK County,  
NEVADA.

The Trustee is FIRST AMERICAN TITLE CO OF NEV.  
Original Mortgage \$176,760.00  
7255 W SUNSET ROAD #2050, LAS VEGAS, NV 89113

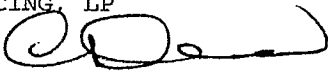
Together with the Note or Notes therein described or referred to, the money  
due and to become due thereon with interest, and all rights accrued or to  
accrue under said Deed of Trust.

CORPORATION ASSIGNMENT OF DEED OF TRUST

Doc. ID# 95010692327170532  
Commitment# A41682

Dated: **FEB 28 2013**

BANK OF AMERICA N.A., SUCCESSOR BY MERGER TO BAC HOME  
LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS  
SERVICING, LP

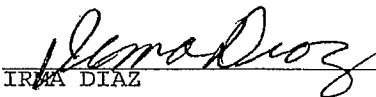
By   
CARMEN DENA, ASSISTANT VICE PRESIDENT

State of California  
County of Ventura

On **FEB 28 2013** before me, IRMA DIAZ, Notary Public, personally appeared CARMEN DENA, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

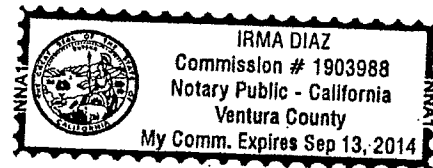
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature: 

IRMA DIAZ

Prepared by: THANIA ORNELAS  
1800 TAPO CANYON ROAD  
SIMI VALLEY, CA 93063  
Phone#: (213) 345-0979





20051207-0002367

Fee: \$32.00  
N/C Fee: \$0.00

12/07/2005 09:54:01  
T20050220961

Requestor:  
FIRST AMERICAN TITLE COMPANY OF NEVADA

Frances Deane PUN  
Clark County Recorder Pgs: 19

Assessor's Parcel Number: 176-03-510-102

Return To: NEW FREEDOM MORTGAGE CORPORATION  
ATTN: FINAL DOC'S  
2363 SOUTH FOOTHILL DRIVE  
SALT LAKE CITY, UT 84109

Prepared By: Tammy Gonzales  
2363 SOUTH FOOTHILL DRIVE  
SALT LAKE CITY, UT 84109

~~Recording Requested By:~~  
NEW FREEDOM MORTGAGE CORPORATION  
2363 SOUTH FOOTHILL DRIVE  
SALT LAKE CITY, UT 84109

[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  
TABLAN, S275964

THE STATE OF UTAH

275964

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

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



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Lender's address is 2363 SOUTH FOOTHILL DRIVE, SALT LAKE CITY, UT 84109

(D) "Trustee" is FIRST AMERICAN TITLE CO. OF NEVADA

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the beneficiary under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated November 29, 2005. The Note states that Borrower owes Lender One Hundred Seventy Six Thousand Seven Hundred Sixty and no/100 Dollars (U.S. \$176,760.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than December 1, 2035.

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

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

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

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

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

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

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

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

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

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


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

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time.

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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

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(Seal)  
-Borrower

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(Seal)  
-Borrower

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(Seal)  
-Borrower

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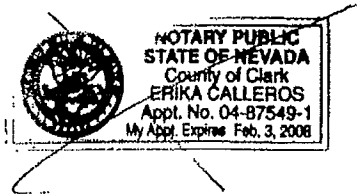
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STATE OF NEVADA  
COUNTY OF CLARK

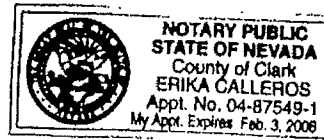
This instrument was acknowledged before me on  
STEPHANIE TABLANTE

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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(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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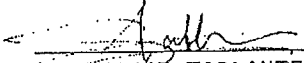
Page 2 of 3

Initials: ST

Form 3140 1/01

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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

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-Borrower -Borrower

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# **EXHIBIT 15**

# **EXHIBIT 15**

## Section 4

# Contracts with HOA and First 100

EXHIBIT E  
DATE 5-11-15  
WITNESS: Atkinson PAGE(S)  
Kele R. Smith, CCR No. 16325  
NSM000286

**FIRST 100**

HELPING YOUR COMMUNITY BUILD A BETTER TOMORROW!

**OFFER  
FOR PURCHASE OF PROCEEDS OF RECEIVABLES**

This offer for the purchase of proceeds of receivables (the "Offer") is made the day of March 26, 2013 by: First 100, LLC, a Nevada Limited Liability Company, with its registered head office at 11920 Southern Highlands Pkwy, Suite 200, Las Vegas, NV, (the "Buyer") to: TUSCANO HOMEOWNERS' ASSOCIATION, a Nevada Homeowners Association, (the "Seller").

This Offer is irrevocable and valid until April 26, 2013.

Acceptance of this Offer may be made by the Seller in its sole discretion by countersigning and returning the accompanying purchase Agreement.

**OBJECT OF THE PURCHASE - Proceeds of Receivables**

The object of the purchase shall be the following proceeds of Seller's receivables under the Contract (hereinafter "Receivables"):

No.	Property Address	Total Assessment Due	Purchase Price	Collection Fees
1	7255 W. Sunset Rd., #2046	\$ 3,138.98	\$ 1,476.00	\$ 1,471.52
2	7255 W. Sunset Rd., #2141	\$ 5,817.00	\$ 1,476.00	\$ 2,105.48
3	7255 W. Sunset Rd., #1008	\$ 6,002.00	\$ 1,476.00	\$ 1,538.00
4	7255 W. Sunset Rd., #2017	\$ 6,804.00	\$ 1,179.00	\$ 1,780.00
5	7255 W. Sunset Rd., #2024	\$ 6,269.00	\$ 1,179.00	\$ 1,789.00
Total		\$ 28,030.98	\$ 6,786.00	\$ 8,684.00

We look forward to this transaction being the beginning of our building a mutually beneficial relationship with your Association.

Very Truly Yours,

J. Chris Morgando

**MAILING ADDRESS**

11920 SOUTHERN HIGHLANDS PKWY, SUITE 110-483  
D 702.923.3600 WWW.FIRST100LLC.COM F 702.724.9981

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NSM000287

## PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement"), executed on 2013 ("Effective Date") is made by and between buyer FIRST 100, LLC, a Nevada limited liability company ("Buyer"), seller TUSCANO HOMEOWNERS' ASSOCIATION, a Nevada non-profit corporation ("Seller"), and authorized agent UNITED LEGAL SERVICES INC., a Nevada corporation and law firm ("Agent"). Buyer, Seller, and Agent may be referred to hereafter individually as a "Party" or collectively as the "Parties".

### RECITALS

WHEREAS, Seller possesses delinquent homeowner's association assessments related to and arising from the monthly HOA fees for parcels of real property as described in Exhibit I attached hereto, including interest and late charges thereon (the "Current Delinquent Assessments"); and

WHEREAS, Seller reasonably anticipates that in the future other parcels of real property in its association will also become delinquent on monthly HOA assessments, including interest and late charges thereon (the "Future Delinquent Assessments") (collectively with the Current Delinquent Assessments hereinafter referred to as the "Delinquent Assessments"); and

WHEREAS, the Current Delinquent Assessments have previously been recognized as income by Seller, and the parties agree and understand that the Assets sold herein (as defined below) constitute proceeds and receivables relating to past income, and in no way constitute future income or assessments; and

WHEREAS, Seller anticipates that payments on and proceeds relating to the Delinquent Assessments will be received by, or otherwise are payable to, the Seller (as assessment claimant and lienholder) in the future (i) whether paid in cash, check, money order, credit card, debit card, exoner, or otherwise, and (ii) whether paid pre-foreclosure, via a foreclosure sale conducted pursuant to NRS §116.3116 *et. seq.*, through post-lender-foreclosure lien satisfaction, or otherwise, and (iii) whether paid by the homeowner, unit owner, interested party, third party, or otherwise (the "Proceeds on Past Income" or "PPI"); and

WHEREAS, Seller desires to reduce its costs of carrying and collection of the Delinquent Assessments; and

WHEREAS, for the duration of the term of the Agreement, Seller desires to sell to Buyer select PPI arising from the Delinquent Assessments for an amount to be proposed by Buyer (and subject to acceptance by Seller) on the terms and conditions contained in this Agreement, and Buyer desires to purchase the same; and

WHEREAS, in facilitation of this Agreement, and in recognition that Buyer is bearing the costs and risks associated with an unknown future PPI stream, Seller agrees to cease using its existing collections agency on the Select Delinquent Assessments (as defined below), and further agrees to not send to any of the Select Delinquent Assessments to any other collections agency; and

WHEREAS, to protect Buyer from third-party lawsuits against the Seller that may arise in the future, Seller hereby grants a security interest in the PPI sold pursuant to this Agreement and authorizes that Buyer and/or its designees may file a UCC-1 Financing Statement, as may be amended or renewed from time to time, identifying the PPI (as accounts receivable) as collateral; and

Similarly, any Future Delinquent Assessments at that time in the future would have (by then) previously been recognized as income by the Seller prior to their PPI being subject to sale under this Agreement.

WHEREAS, some of the Select Current Delinquent Assessments are in various stages of lien/default/foreclosure; and

WHEREAS, Seller agrees to henceforth use Agent as its designated agent and hereby irrevocably appoints and authorizes Agent to act on Seller's behalf as its agent, attorney, collections agency, and person conducting the sale (to the maximum extent possible as those terms are used in NRS §116.3116 *et seq.*) only for those select Delinquent Assessments for which the PPI are sold pursuant to this Agreement, as proposed by Seller and as mutually agreed upon by Buyer (the "Select Delinquent Assessments"), and to prepare the various notices and conduct foreclosure sales on behalf of Seller for any parcels of any Select Delinquent Assessments that currently are, or may at any time be, in default or subject to foreclosure; and: (i) Agent agrees to assume the rights, duties and obligations of that role; and (ii) Buyer agrees to assume all costs and pay for the services provided by the Agent to Seller under this Agreement;

NOW, THEREFORE, in consideration of the mutual representations, warranties, and covenants of the Parties as provided below, the Parties, intending to be legally bound, do hereby agree as follows:

#### ARTICLE I. INCORPORATION

Section 1.01: Incorporation of Recitals. The recitals of this Agreement above are true, and accurately reflect the intent of the Parties, and they are hereby incorporated into and made a part of this Agreement.

Section 1.02: Incorporation of Exhibits. The Exhibits attached to this Agreement, namely:

- EXHIBIT 1: Select Current Delinquent Assessments and Initial Payment Price;
- EXHIBIT 2: Authorization to Release Information;
- EXHIBIT 3: Template for Sale of PPI from Select Future Delinquent Assessments

are hereby incorporated into and made a part of this Agreement.

#### ARTICLE II. SALE AND PURCHASE

Section 2.01: Assets Sold. Subject to the terms and conditions herein set forth, for the consideration of the Payment Price (as defined below) and the other consideration contained herein, and on the basis of the representations, warranties and agreements herein contained, Seller hereby sells and transfers to Buyer the following property (hereinafter the "Assets"):

- All of Seller's interest in any and all PPI arising from or relating to the Select Delinquent Assessments;

Section 2.02: Payment Price. The price paid by Buyer for the PPI arising from the Select Current Delinquent Assessments shall be the total price as proposed by the Buyer and as agreed to by the Seller (the "Initial Payment Price"). Similarly, the prices subsequently paid by Buyer for the occasional sale to Buyer of PPI arising from the Select Future Delinquent Assessments will be the price as then proposed by the Buyer and as agreed to by the Seller (the "Subsequent Payment Price").

#### ARTICLE III. DUTIES AND OBLIGATIONS OF BUYER, SELLER, AND AGENT

Section 3.01: Seller's Duties and Obligations (Pre-Sale). Prior to sale to Buyer of any PPI, Seller agrees (if it

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has not already done so) to, and hereby does:

- (a) Authorize Agent to compose and mail a Notice of Delinquent Assessment ("Notice of Delinquent Assessment") to each parcel ("Parcel") associated with each Select Delinquent Assessment;
- (b) Authorize Agent to execute in its behalf, for each Parcel, a Notice of Lien, Notice of Default and Election to Sell, and Notice of Foreclosure Sale, each naming the Seller as lienholder;
- (c) Authorize Agent to interact with the Seller's current collections agency to obtain the current amount of collections costs accrued for each Select Delinquent Assessment;
- (d) Authorizes Agent and Buyer to interact with the Seller's community manager and collections agency (and hereby instructs the community manager and collections agency to engage in such interaction) to subsequently identify the Select Future Delinquent Assessments, including Parcel identification and then current outstanding collections costs; and
- (e) Shall provide Buyer a copy of the applicable CC&Rs for the community, along with any amendments thereto.

**Section 3.02**

**Seller's Duties and Obligations (Post-Sale to Buyer):** After sale of any PPI to Buyer, Seller hereby:

- (a) Authorizes and instructs the Seller's community manager and current collection agency that, for each Select Delinquent Assessment, (i) that the account is to be transferred to Agent, and (ii) the collections agency is no longer responsible for collections efforts on those Select Delinquent Assessments. Seller agrees to cease using any third party collections agent for any PPI sold to Buyer;
- (b) Instructs its community manager and collections agency to promptly remit to Buyer all PPI (whether received directly, by the community manager, or remitted to the prior collections agency, or otherwise) that may be paid to or received by Seller (wherein such proceeds are used to satisfy past due assessments first, followed by current assessments, followed by past due late fees and interest, unless otherwise directed by the remitter of such payment), with such remittance to Buyer to occur within one week;
- (c) Instructs its community manager and collections agency to promptly (within two business days) notify the Agent of any Parcel for which the homeowner has paid a Select Delinquent Assessment claim in full;
- (d) Instructs its community manager and prior collections agency to permit Agent at any time to confirm with community manager and prior collections agency that the relevant Select Delinquent Assessment has not been paid in full;
- (e) Agrees that Agent may collect payments and remit directly to Buyer and funds received in satisfaction of PPI, and hereby pre-authorizes Agent to endorse checks payable to Seller in order to facilitate this remittance;
- (f) Agrees that Buyer, at Buyer's sole option, may place back any Delinquent Assessment with Seller for any Parcel in which a bankruptcy has been filed prior to any foreclosure sale that identifies the Parcel as property of the bankruptcy estate, and if such place back occurs then Seller shall credit Buyer's account for the original purchase price paid by

Buyer to Seller (inclusive of any collections costs advanced by Buyer on behalf of Seller) for the PPI on that Parcel's delinquent assessment, with such credit to be applied towards the next Subsequent Payment Price and in no instance shall Seller be required to remit cash back to Buyer.

- (g) Agrees that Agent, as authorized agent for Seller, may interact directly with the community manager and former collections agency to obtain information on the Select Delinquent Assessments, the amounts due, and whether any payments were remitted prior to sale by the homeowner, and hereby authorizes and instructs the community manager and former collections agency to interact with Agent on these matters, and as further shown in Exhibit 2.
- (h) Irrevocably authorizes and instructs Agent to expeditiously move forward on behalf of the Seller with the foreclosure sale on each Parcel, pursuant to NRS §116.
- (i) Agrees that Agent may use sub-agents for auctions.
- (j) Agrees to forward and refer to Agent all homeowner calls/emails that Seller may receive regarding the Notice of Default or Notice of Foreclosure Sale, and hereby instructs its community manager to do the same.
- (k) Grants an irrevocable proxy to Buyer and Agent to act on the behalf of Seller with respect to any short-sale (or any other) offers made to pay off, or enter into a payment plan, on any Select Delinquent Assessment.
- (l) Places with the Agent a pre-set opening credit bid for Seller of ninety-nine dollars (\$99.00) for each Parcel ("Opening Bid"), and authorizes the Agent to open the auction for any Parcel with the Opening Bid, and not to bid any higher.
- (m) Authorizes the Agent to prepare foreclosure deeds for all sales, reflecting the value as the higher of: (i) the total amount of the lien, or (ii) the sales price at auction.
- (n) That any deficiency between the total lien amount due at sale and the final winning bid amount at auction shall survive as an unsecured debt of the homeowner, and: (i) that all right, title, and interest in any such deficiency shall, upon sale at auction, be transferred to Buyer or its assigns; and (ii) that Buyer can, at its own cost, initiate collections actions on that unsecured debt, with any net proceeds thereof from such post-foreclosure collections actions to be property of Buyer; and (iii) Agent is hereby authorized to prepare and execute bills of sale to Buyer or its assigns for title to any such deficiency remaining after the application of proceeds of the sale pursuant to NRS §116.3116(3)(c); and
- (o) To provide reasonable audit rights to Buyer to ensure that remittances made to Seller which are due to Buyer (as referred to in subsection (b) above) are being paid promptly and accurately.
- (p) Hereby provides Board authorization that Buyer may rent the property to tenants, and if the CC&Rs for the community prohibit renting to non-owner-occupants, this authorization shall act as a waiver to Buyer of that restriction.

**Section 3.03 Buyer's Duties and Obligations.** Buyer agrees:

- (a) To promptly pay the Initial Purchase Price to the Seller upon execution of this document by all Parties;

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- (b) To promptly pay the Subsequent Purchase Price(s) upon each sale of the PPI for the Future Delinquent Assessments;
- (c) To cover all of Seller's obligations to its collections agency for collections work performed relating to the Assets sold hereunder, up to the statutory maximum, provided, however, that the collections agency agrees to extend to Buyer any indemnification as provided to Seller regarding: (i) the accuracy of the amounts owed for each Parcel, and (ii) the legal compliance of any recorded documents prepared by it;
- (d) To pay for all of the costs of Agent for services provided by Agent to Seller hereunder, and Agent agrees not to seek any payment whatsoever from Seller for fees or expenses of all services provided by Agent relating to this Agreement; and
- (e) To promptly pay for all of the costs of Agent in support of the Agent's obligation to promptly and diligently move forward with foreclosure sales.

**Section 3.04 Agent's Duties and Obligations.** Agent agrees:

- (a) To be paid solely by Buyer (under separate payment arrangement with Buyer) for all for fees or expenses incurred for all services provided by Agent to Seller relating to this Agreement, and not to seek any payment whatsoever from Seller;
- (b) To prepare and record any appropriate documents required by statute on any particular Parcel not heretofore recorded, including Notice of Lien, Notice of Default and Election to Sell, and Notice of Foreclosure Sale, and to mail/notice/serve all documents as may be required by statute, with such recordation costs to be borne by Buyer, and Seller hereby authorizes the Agent to do the same;
- (c) To handle inbound queries and process payments from homeowners relating to the PPI, including entering into payment plans with homeowners or authorizing sale postponements, in Agent's discretion, and Seller hereby authorizes the Agent to do the same;
- (d) To not perform any outbound-calling collections efforts on the PPI, other than (i) the implied and inherent collections efforts in the recordations, notices, and mailings of the documents identified in subsection (b) above, or (ii) returning inbound calls from homeowners;
- (e) To report to the Seller and Buyer of any Parcel for which the homeowner or other person in interest has, prior to foreclosure, entered into a payment plan or made full payment on a Select Delinquent Assessment;
- (f) In Agent's sole discretion, to appear on behalf of Seller in any bankruptcy proceeding of any homeowner to seek relief from the automatic stay or any other appropriate relief, at Buyer's cost, and Seller hereby authorizes the Agent to do the same;
- (g) To appropriately and responsibly act (as agent and attorney) on behalf of Seller (as principal and client) in carrying out its duties hereunder, including conducting foreclosure sales, the execution thereof which may be carried out by sub-agents as designated by Agent, which Seller hereby authorizes.

- (b) To promptly and diligently move forward with foreclosure sales;
- (c) To apply foreclosure sale proceeds in accordance with NRS §116.31164(3)(c), however, because Seller's portion of said proceeds are PPI, Agent shall remit the Seller's portion directly to Buyer.

#### ARTICLE IV. REPRESENTATIONS and WARRANTIES

Section 4.01. Prior to the sale of any PPI to Buyer. Seller warrants and represents that:

- (a) The dollar amount of delinquent assessment for each Select Delinquent Assessment (as communicated to Agent by Seller's community manager or collections agency) is accurate as of the date of sale to Buyer, except for sums which may be owed to the Association as current assessments; and
- (b) The PPI sold to Buyer originate only from Select Delinquent Assessments arising from overdue monthly HOA assessments (together with late charges and interest), and not compliance account fines or penalties arising from a homeowner's violation of the governing documents.

Section 4.02. After the sale of any Receivable to Buyer. Seller warrants and represents that:

- (a) Seller will promptly remit to Buyer all payments that may be paid directly to or received by Seller on the Select Delinquent Assessments;
- (b) Seller will not take any action to reduce or discourage incoming payments on the Select Delinquent Assessments, or to inhibit the process of receiving PPI;
- (c) Seller will not agree to (and hereby instructs Agent to similarly not agree to) any homeowner payment plan proposal regarding any Select Delinquent Assessment that (i) pays less than the full lien amount due as of the proposed date of sale, or (ii) requires more than 12 months to complete;
- (d) Seller will not take any action or inaction that would reduce the Select Delinquent Assessment obligations on any Parcel, other than through (i) an actual payment received, or (ii) the foreclosure sale contemplated herein;
- (e) Seller will not permit any event to occur or otherwise fail to take any action which could have an adverse effect on the ability to accept PPI owed;
- (f) Seller will not pledge, hypothecate, encumber, collateralize, or otherwise suffer claims against any of the PPI relating to the Select Delinquent Assessments;
- (g) It will not discuss the confidential terms of this Agreement with any homeowner, tenant, or occupant of any Select Delinquent Assessment, and will refer any inquiring person or entity to Agent (not Buyer);
- (h) Seller will cease outside collections efforts on the Select Delinquent Assessments (but may continue to use outside third-party collections agents for compliance account fines and penalties); and
- (i) That for all foreclosure sales, Seller shall not send any person or agent to credit bid for or on behalf of the Seller on any Parcel in any amount in excess of the Opening Bid.

Section 4.03 Ownership. Seller represents and warrants that it is the sole legal owner of the Assets.

Section 4.04 No Third-Party Encumbrances or Rights to Acquire. Seller represents and warrants that there are no judgments, court order, contracts, liens, notes, hypothecations, options, or any other agreements or instruments whatsoever that either: (i) encumbers, collateralizes, pledges, liens, or otherwise grants the Assets as security; or (ii) allows any person or entity (including Seller) to acquire the Assets.

Section 4.05 Authorization. Seller, Buyer, and Agent represent that each is authorized to engage in the transaction described herein. The signatories to this Agreement personally represent that they are authorized signatories of the Parties. Seller has approved this Agreement by Board vote.

#### ARTICLE V. TERM, TERMINATION, AND DEFAULT

Section 5.01 Term. The Term of this Agreement ("Initial Term") shall be three (3) years from the Effective Date. At the end of the Initial Term, this Agreement shall automatically renew on a year-to-year basis (with each successive year a "Successive Term") unless either Buyer or Seller provides a written notice of non-renewal no earlier than 90 but no later than 45 days prior to the expiration of the Initial Term or any Successive Term (a "Non-Renewal Notice Period").

Section 5.02 Termination. This Agreement shall terminate upon one of the following conditions:

- (a) Delivery of a written notice of non-renewal by either Buyer or Seller during a Non-Renewal Notice Period; or
- (b) Upon an failure by either Buyer or Seller to timely cure an Event of Default, as described below, unless expressly waived by the Parties; or
- (c) By mutual agreement.

Section 5.03 Effect of Termination. In recognition of the subsequent and occasional sale of the PPI portfolio sold to Buyer, and of the potentially substantial sums paid up front to Seller by Buyer for each portfolio of PPI, termination of this Agreement shall be orderly. Upon termination:

- (a) Seller shall remain responsible for all remittances received by Seller relating to any and all PPI that were (i) sold to Buyer and also (ii) paid in full by Buyer prior to the termination date ("Sold and Paid for PPI").
- (b) Agent shall remain responsible for foreclosing on all Select Delinquent Assessments relating to the Sold and Paid for PPI prior to the termination date, at Buyer's expense.
- (c) Seller shall have no further obligation to make subsequent PPI sales to Buyer.

Any PPI whose purchase price were not paid in full by Buyer prior to the termination date ("Sold But Not Paid For PPI") shall upon termination of this Agreement be automatically reversed back to Seller at no cost, with all rights to and interest in the Sold But Not Paid For PPI immediately vesting back in Seller.

Section 5.04 Default. The following events shall constitute a material breach of this contract and be considered an event of default hereunder ("Event of Default").

- (a) Failure of Buyer to pay the Initial Purchase Price to Seller within ten (10) business days of complete execution of this Agreement and identification of the Select Current Delinquent Assessments;
- (b) Failure of Buyer to pay any Subsequent Payment Price to Seller within ten (10) business days of the subsequent placement of PPI on the Select Future Delinquent Assessments;
- (c) Failure of any Party to perform their duties and obligations under Article III of this Agreement, without cure after five (5) days' written notice of default by another Party;
- (d) Material breach of any other term of this Agreement, without cure after fifteen (15) days' written notice of default by another Party.

## ARTICLE VI. INDEMNIFICATION

**Section 6.01 Indemnification by Buyer.** With respect to any Assets sold to Buyer, Buyer will indemnify, defend (including provide counsel for), and hold harmless Seller and Agent in the event of any lawsuit, class action, regulatory proceeding, or administrative proceeding relating to: (i) pre-foreclosure challenges by homeowner; (ii) any post-foreclosure "wrongful foreclosure" suits; or (iii) the business model of Buyer, with three exceptions: Neither Buyer nor Agent shall be responsible for, nor indemnify Seller in any way whatsoever in, any lawsuits, class actions, regulatory proceedings, or administrative proceedings:

- (a) In the event that any of the documents, recordings, or mailings for which Seller or its community manager or any of its collections agents or other agents (other than Agent) prepared are alleged to be materially flawed or defective in any way (including lien amounts);
- (b) For any so-called "improper collections" actions heretofore filed against Seller prior to the execution of this Agreement, or filed or brought against Seller, Buyer, or the Agent after the execution of this Agreement, that relate in any way to collections activities of Seller's previous collections agent(s); or
- (c) Arising from any violation of any warranties of Seller made Article IV.

Buyer's indemnification of Seller and Agent is subordinated to any indemnification provided to Seller by its prior or current collections agencies or community manager(s). It is the intent of the parties that if any lawsuit or proceeding either (i) names the Seller's community manager or collections agency, or (ii) alleges flaws in the documents produced, recorded, and/or served by Seller's community manager or collections agency (including flawed calculations of lien amounts owed), then Seller's community manager or collections agency should be indemnifying Seller in such action.

## ARTICLE VII. GENERAL PROVISIONS

**Section 7.01 Confidentiality.** Seller, Buyer and Agent agree to keep the terms of this Agreement confidential, with the exception of communications that may occur between the parties and Seller's community manager, collections agency, and their attorneys. In no event should the Agreement terms contained herein be communicated to any third party, including homeowners, tenants, or occupants of community properties relating to the Select Delinquent Assessments, provided.



however, that Seller is permitted to discuss and vote on this Agreement and any amendments thereto in public board meetings, as may be required.

**Section 7.02: Notices.** All notices must be in writing. A notice must be delivered to a Party at the following addresses:

**If to Buyer:** **FIRST 100, LLC**  
11920 Southern Highlands Pkwy, Suite 200  
Las Vegas, NV 89141  
Phone: (702) 823-3600

**If to Seller:** **TUSCANO HOMEOWNERS' ASSOCIATION**  
Attn: **Kipp GREENSPAE**  
**9255 W. Sunset Rd**  
**L.V. NV 89113**  
Phone: **702-220-9742**

**If to Agent:** **UNITED LEGAL SERVICES INC.**  
8963 South Eastern Ave Suite 350  
Las Vegas, NV 89123  
Phone: (702) 614-0655  
Fax: (702) 614-0647

or to a new address that a Party subsequently designates in writing. To be effective, a notice must be delivered in person, by U.S. mail, or by overnight courier.

**Section 7.03: Assignment and Succession.** Buyer is permitted to freely assign or pledge its ownership interest in the Assets. This Agreement is binding on and enforceable by each Party's successors and assigns.

**Section 7.04: Governing Law.** This agreement will be governed by and construed in accordance with the laws of the state of Nevada. Venue shall be in Clark County, Nevada.

**Section 7.05: Limitation of Liability.** Subject to the indemnification provisions of Article VI, neither party will be liable to the other for losses or damages (including special or consequential damages such as lost profits or loss of use) arising from any cause of action related to this Agreement, whether in contract, tort, or otherwise.

**Section 7.06: Severability.** If any court determines that any provision of this agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this agreement invalid or unenforceable.

**Section 7.07: Integration.** The Parties actively negotiated the terms of this Agreement. This Agreement sets forth the entire agreement of the Parties. It replaces and supersedes any and all oral agreements or statements made between the Parties, as well as any prior writings. As of the date of execution of this Agreement, there are no side agreements or other agreements or contracts, oral or otherwise, between the parties relating to the subject matters discussed herein.

**Section 7.08: Limited Scope of Attorney-Client Representation.** By this contract, an attorney-client relationship is established between Agent and Seller; however, Agent is not the general counsel

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for Seller and is the attorney-at-law of Seller only for the limited scope of services described herein and contemplated to be performed by Agent under this Agreement. Communications between Agent and Seller shall be privileged attorney-client communications.

**Section 7.09 Waiver of Conflict of Interest.** Seller and Buyer hereby waive any conflict of interest, actual or potential, that arises from either: (i) the Agent's position and payment arrangement described in this Agreement (e.g., Agent is an agent-attorney to Seller's principal client, but Agent's costs and fees are paid for by Buyer); or (ii) that Agent and Buyer's outside counsel have shared staff, which Seller hereby acknowledges.

**Section 7.10 Dispute Resolution.** In the event of a failure to reasonably resolve any issues among any of the Parties (or their owners, assigns, or successors), the disputes of those parties will be referred to binding arbitration for resolution thereof, and each party waives any right to litigation in favor of such resolution through binding arbitration.

(a) Arbitration shall be conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). Judgment on the arbitrator's award may be entered in any court having jurisdiction thereof. The arbitration shall be held in the City of Las Vegas and State of Nevada, and shall be conducted before a single arbitrator agreeable to the parties or, if no agreement can be reached, then as selected by the AAA. The arbitrator shall make findings of fact and law in writing in support of his decision, and shall award reimbursement of attorney's fees and other costs of arbitration to the prevailing party as the arbitrator deems appropriate. The provisions hereof shall not preclude any party from seeking preliminary injunctive relief to protect or enforce its rights hereunder, or prohibit any court from making preliminary findings of fact in connection with granting or denying such preliminary injunctive relief after and in accordance with the decision of the arbitrator. No decision of the arbitrator shall be subject to judicial review or appeal; the parties waive any and all rights of judicial appeal or review of any decision of the arbitrator.

(b) Should any party initiate a civil proceeding against any other, notwithstanding the binding arbitration provision above, such party initiating civil litigation shall recognize that it has caused material damage and harm to the other by way of their breach of this agreement, and hereby agrees to an award, to each named defendant party, liquidated damages in the amount of any costs of defense incurred by the aggrieved party plus ten thousand dollars (\$10,000.00).

**Section 7.11 Modification.** This Agreement may be amended only by a writing signed by all Parties.

**Section 7.12 Counterparts.** This Agreement may be executed in a number of counterparts, each of which shall be deemed an original and all of which together shall constitute the same document.

**Section 7.13 Delivery by Facsimile.** Delivery by facsimile of an executed counterpart by any Party to any Party shall have the same force and effect as a delivery in person of that document.

\* \* \* \* \*

*[Signatures on Following Page]*



IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives.

**BUYER:** FIRST 100, LLC

By: Bart Rendel, COO

Date: \_\_\_\_\_

**SELLER:** TUSCANO HOMEOWNERS' ASSOCIATION

By: *[Signature]*  
Board Member

Date: 03/27/13

Printed Name: IAN AKESON

**AGENT:** UNITED LEGAL SERVICES INC.

By: Robert Atkinson, President

Date: \_\_\_\_\_

**EXHIBIT 1:**  
**Select Current Delinquent Assessments and Initial Payment Price**

CONFIDENTIAL

Page 12 of 17

EXHIBIT I to PURCHASE and SALE AGREEMENT

<u>No.</u>	<u>Property Address</u>	<u>Assessments Due</u>	<u>Purchase Price</u>
1	7255 W. Sunset Rd., #2046	\$3,138.98	\$1,476.00
2	7255 W. Sunset Rd., #2141	\$5,817.00	\$1,476.00
3	7255 W. Sunset Rd., #1008	\$6,002.00	\$1,476.00
4	7255 W. Sunset Rd., #2017	\$6,804.00	\$1,179.00
5	7255 W. Sunset Rd., #2024	\$6,269.00	\$1,179.00
<u>Total</u>		<u>\$28,030.98</u>	<u>\$6,786.00</u>

INITIAL PAYMENT PRICE

\$6,786.00

plus collections costs

ACCEPTED BY SELLER:

By:   
Board Member

03/21/13  
Date

CONFIDENTIAL

Page 13 of 17

**EXHIBIT 2:**  
**Authorization to Release Information**

**CONFIDENTIAL**

**Page 14 of 17**

EXHIBIT 2 TO PURCHASE AND SALE AGREEMENT

AUTHORIZATION TO RELEASE INFORMATION

HOA: TUSCANO HOMEOWNERS' ASSOCIATION

Collections Agency: Red Rock Financial Services

Community Manager: \_\_\_\_\_

Pursuant to the Purchase and Sale Agreement between the parties (the "Agreement")

United Legal Service, Inc. ("Agent") and First 100, LLC ("Buyer") hereby authorized to interact with the above-referenced Collections Agency and Community Manager to: (i) obtain the current amount of collections costs accrued, and (ii) to determine whether any payments are remitted by the homeowner prior to auction.

The above-referenced HOA hereby gives permission to the above-referenced Collections Agency and Community Manager to Buyer and Agent on all properties shown on Exhibits 1 or 3 to the Agreement.

Upon receipt of the payment of the collections costs accrued, the Collections Agency is hereby authorized and instructed to transfer the collections account to Agent.

SIGNED:

By: \_\_\_\_\_

*de H...*  
Board Member

03/27/13  
Date

CONFIDENTIAL

Page 13 of 17

1541  
NSM000302

**EXHIBIT 3:**  
**Template for Sale of PPI from Select Future Delinquent Assessments**

CONFIDENTIAL

Page 16 of 17

EXHIBIT 3 to PURCHASE and SALE AGREEMENT

HOA: TUSCANO HOMEOWNERS' ASSOCIATION

Pursuant to the Purchase and Sale of Select Current and Future Delinquent Assessment Receivables Agreement between the parties, the following property is added as a Select Delinquent Assessment:

APN: \_\_\_\_\_

Street Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The proceeds of the Receivables for the above Select Delinquent Assessment are hereby sold to First 100, LLC.

Sale Price: \_\_\_\_\_

SIGNED

By

\_\_\_\_\_  
Board Member

\_\_\_\_\_  
Date

CONFIDENTIAL

Page 17 of 17

1543  
NSM000304

**FIRST 100 PURCHASE AND SALE AGREEMENT**  
**ADDENDUM**

This Addendum to the First 100 Purchase and Sale Agreement ("Agreement"), dated as of \_\_\_\_\_, 2013, is made and entered into between the Tuscano Homeowners Association, a Nevada non-profit corporation ("Association") and First 100, LLC ("First 100"), (collectively "the Parties") with regard to the following:

**RECITALS**

**WHEREAS**, the parties previously entered into an Agreement for the assignment and appointment of First 100 to act on the Association's behalf as its agent, attorney and person conducting the sale for delinquent assessment accounts and to prepare all the various notices and conduct foreclosure sales on behalf of the Association; and

**WHEREAS**, the parties agree to make certain modifications to the terms and conditions of the Agreement; and

**NOW THEREFORE**, in consideration of the promises and mutual covenants in said Agreement, the following terms and conditions are incorporated into and form a part of the Agreement between the Association and First 100:

**1. Indemnity and Liability**

First 100 shall fully indemnify and hold harmless the Association, its directors, officers, agents and employees from and against all liability or loss, and against all claims or actions, suits, demands, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation reasonable attorney's fees and costs) whether or not involving a third party claim, which are based on upon or arising out of or resulting from First 100's performance of the services in connection with this Agreement, and that any such claim, damage, loss, liability, fine, penalty or expense: (1) is attributable to any breach of any obligations, representations or warranties under the Agreement; (2) any breach of any covenant, provision or other obligation or duty of First 100 under this Agreement or under applicable law; (3) any breach caused in whole or in part by negligent or deliberate acts or omissions from First 100, First 100's employees, agents, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless whether or not it is caused in part by a party indemnified hereunder. Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to a party or person described in this Section, in addition to all rights and remedies available at law or in equity.

**2. Rental Restriction**

First 100 agrees that it will not participate in the voluntary "section 8" voucher program under federal law and as such, First 100 shall not lease any units it acquires through foreclosure (the "Foreclosed Units") to any prospective tenants who receive



Federal income assistance from such "Section 8" federal voucher program (the "Federal Income-Assisted Tenants"). First 100 shall indemnify, protect, defend and hold the Association harmless from and against any and all claim, damage or cause of action asserted against the Association arising out of or related to First 100's denial and/or refusal to lease the Foreclosed Units to any Federal Income-Assisted Tenants, including, without limitation, all costs, reasonable attorneys' fees, expenses and liabilities incurred by the Association in defending any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against the Association by reason of any such claim, First 100, at its sole cost and expense, shall defend the Association by providing counsel to the Association, which is reasonably satisfactory to the Association. First 100, as a material part of the consideration to the Association, hereby assumes all risks of denying and/or refusing to lease the Foreclosed Units to Federal Income-Assisted Tenants, and First 100 hereby waives all claims in respect thereof against the Association. The indemnification provisions in set forth herein are intended to survive the expiration and/or termination of this Agreement.

### 3. Future Assessment Obligations.

First 100 agrees to pay all HOA assessments, at all times, from the date of acquisition from the foreclosure sale until the term of First 100's ownership has concluded. Association retains all rights and remedies afforded by Nevada Law to collect any and all assessments from First 100-owned units. First 100 agrees that any unpaid assessments, accrued after the foreclosure sale purchase by First 100, would be subject to the Association's normal collection policy.

**Compliance with Laws.** Each party agrees to conduct all activities under this Agreement and this Agreement Addendum in a manner that complies with all applicable federal, state and local laws.

**Venue; Governing Law.** The Addendum shall be construed, interpreted, applied and enforced under the laws of the State of Nevada. Should a dispute arise under this Addendum, Clark County, Nevada, shall be the proper place of venue.

**Addendum Controlling.** In the event there is a conflict between the terms and conditions of the Agreement or any Attachments, Exhibits or Addendums thereto and this Agreement Addendum, this First 100 Purchase and Sale Agreement Addendum shall control.

Tuscano Homeowners  
Association

By: [Signature]

Name: IAN AKESON

Title: PRESIDENT

Date: 03/27/13

First 100, LLC

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

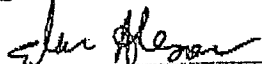
Date: \_\_\_\_\_

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives.

BUYER: FIRST 100, LLC

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Bart Rendel, COO

SELLER: TUSCANO HOMEOWNERS' ASSOCIATION

By:  Date: 03/27/13  
Board Member

Printed Name: IAN AKESON

AGENT: UNITED LEGAL SERVICES INC.

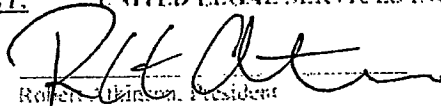
By:  Date: 3/28/13  
Robert Robinson, President

EXHIBIT 3 to PURCHASE and SALE AGREEMENT

HOA: TUSCANO HOMEOWNERS' ASSOCIATION

Pursuant to the Purchase and Sale of Select Current and Future Delinquent Assessment Receivables Agreement between the parties, the following property is added as a Select Delinquent Assessment:

APN: \_\_\_\_\_

Street Address: \_\_\_\_\_

7255 West Sunset #2140  
L.O. / No 89113

The proceeds of the Receivables for the above Select Delinquent Assessment are hereby sold to First 100, LLC.

Sale Price: \_\_\_\_\_

SIGNED:

By: \_\_\_\_\_

Board Member

Date

4/26/13

**FIRST 100**

Helping your community build a better tomorrow!

**OFFER  
FOR PURCHASE OF PROCEEDS OF RECEIVABLES**

This offer for the purchase of proceeds of receivables (the "Offer") is made the 16<sup>th</sup> day of May, 2013 by: **First 100, LLC**, a Nevada Limited Liability Company, with its registered head office at 11920 Southern Highlands Pkwy, Suite 200, Las Vegas, NV, (the "Buyer") to: **TUSCANO HOMEOWNERS' ASSOCIATION**, a Nevada Homeowners Association, (the "Seller").

This Offer is irrevocable and valid until June 16, 2013.

Acceptance of this Offer may be made by the Seller in its sole discretion by countersigning and returning the accompanying purchase Agreement.

**OBJECT OF THE PURCHASE - Proceeds of Receivables**

The object of the purchase shall be the following proceeds of Seller's receivables under the Contract (hereinafter "Receivables"):

No.	Property Address	Total Assessment Due	Purchase Price	Collection Fees
1	7255 W. Sunset Rd., #1173	\$ 4,829.84	\$ 1,179.00	\$ 1,664.61
2	7255 W. Sunset Rd., #2018	\$ 4,446.00	\$ 1,179.00	\$ 1,694.00
3	7255 W. Sunset Rd., #2050	\$ 4,279.86	\$ 1,476.00	\$ 1,641.82
Total		\$ 13,555.70	\$ 3,834.00	\$ 5,000.43

We look forward to this transaction being the beginning of our building a mutually beneficial relationship with your Association.

Very Truly Yours,

Chris Wood  
National Sales Director

**MAILING ADDRESS**

10620 Southern Highlands Pkwy, Suite 110-485  
O 702.823.8600 [www.first100llc.com](http://www.first100llc.com) F 702.724.9781

1548  
NSM000309

EXHIBIT 3 to PURCHASE and SALE AGREEMENT

HOA: TUSCANO HOMEOWNERS' ASSOCIATION

Pursuant to the Purchase and Sale of Select Current and Future Delinquent Assessment Receivables Agreement between the parties, the following property is added as a Select Delinquent Assessment:

APN: \_\_\_\_\_

Street Address: \_\_\_\_\_  
\_\_\_\_\_

The proceeds of the Receivables for the above Select Delinquent Assessment are hereby sold to First 100, LLC.

Sale Price: \_\_\_\_\_

SIGNED:

By: \_\_\_\_\_

Board Member

May 21/13  
Date

CONFIDENTIAL

Page 17 of 17

1549  
NSM000310

**FIRST 100**

HELPING YOUR COMMUNITY BUILD A BETTER TOMORROW

**OFFER  
FOR PURCHASE OF PROCEEDS OF RECEIVABLES**

This offer for the purchase of proceeds of receivables (the "Offer") is made the 28<sup>th</sup> day of June, 2013 by: **First 100, LLC**, a Nevada Limited Liability Company, with its registered head office at 11920 Southern Highlands Pkwy, Suite 200, Las Vegas, NV, (the "Buyer") to: **TUSCANO HOMEOWNERS' ASSOCIATION**, a Nevada Homeowners Association, (the "Seller").

This Offer is irrevocable and valid until July 28, 2013.

Acceptance of this Offer may be made by the Seller in its sole discretion by countersigning and returning the accompanying purchase Agreement.

**OBJECT OF THE PURCHASE - Proceeds of Receivables**

The object of the purchase shall be the following proceeds of Seller's receivables under the Contract (hereinafter "Receivables"):

No.	Property Address	Total Assessment Due	Purchase Price	Collection Fees
1	7255 W. Sunset #1049	\$ 1,663.00	\$ 1,476.00	\$ 1,653.90
2	7255 W. Sunset #1082	\$ 2,751.00	\$ 1,179.00	\$ 1,634.40
3	7255 W. Sunset #1088	\$ 5,565.74	\$ 1,476.00	\$ 1,652.70
4	7255 W. Sunset #1151	\$ 1,387.00	\$ 1,476.00	\$ 1,534.01
5	7255 W. Sunset #1169	\$ 2,096.00	\$ 1,179.00	\$ 2,093.31
6	7255 W. Sunset #2039	\$ 2,132.00	\$ 1,476.00	\$ 2,014.48
	Total	\$15,594.74	\$ 8,262.00	\$ 10,582.80

We look forward to this transaction being the beginning of our building a mutually beneficial relationship with your Association.

Very Truly Yours,

Chris Wood

National Sales Director

**MAILING ADDRESS**

10520 SOUTHERN HIGHLANDS PKWY, SUITE 110-485  
O 702.823.3600 WWW.FIRST100LLC.COM F 702.724.9781

1550  
NSM000311

EXHIBIT 3 to PURCHASE and SALE AGREEMENT

HOA: TUSCANO HOMEOWNERS' ASSOCIATION

Pursuant to the Purchase and Sale of Select Current and Future Delinquent Assessment Receivables Agreement between the parties, the following property is added as a Select Delinquent Assessment:

APN: \_\_\_\_\_

Street Address: \_\_\_\_\_  
\_\_\_\_\_

The proceeds of the Receivables for the above Select Delinquent Assessment are hereby sold to First 100, LLC.

Sale Price: \_\_\_\_\_

SIGNED:

By: \_\_\_\_\_

Board Member

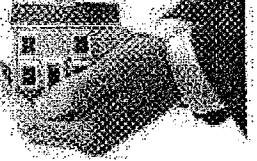
*Charles Kieon*  
President HOA

Date

7/1/13

**FIRST 100**

HELPING YOUR COMMUNITY BUILD A BETTER TOMORROW!

**OFFER  
FOR PURCHASE OF PROCEEDS OF RECEIVABLES**

This offer for the purchase of proceeds of receivables (the "Offer") is made the 2<sup>nd</sup> day of July, 2013 by: First 100, LLC, a Nevada Limited Liability Company, with its registered head office at 11920 Southern Highlands Pkwy, Suite 200, Las Vegas, NV, (the "Buyer") to: TUSCANO HOMEOWNERS' ASSOCIATION, a Nevada Homeowners Association, (the "Seller").

This Offer is irrevocable and valid until August 2, 2013.

Acceptance of this Offer may be made by the Seller in its sole discretion by countersigning and returning the accompanying purchase Agreement.

**OBJECT OF THE PURCHASE - Proceeds of Receivables**

The object of the purchase shall be the following proceeds of Seller's receivables under the Contract (hereinafter "Receivables"):

No.	Property Address	Total Assessment Due	Purchase Price	Collection Fees
1	7255 W. Sunset #1032	\$ 1,469.00	\$ 1,469.00	\$ 1,553.69
	Total	\$ 1,469.00	\$ 1,469.00	\$ 1,553.69

We look forward to this transaction being the beginning of our building a mutually beneficial relationship with your Association.

Very Truly Yours,

Chris Wood  
National Sales Director

**MAILING ADDRESS**

10620 SOUTHERN HIGHLANDS PKWY, SUITE 110-485  
D 702.823.3600 WWW.FIRST100LLC.COM F 702.724.9781

1552  
NSM000313



EXHIBIT 3 to PURCHASE and SALE AGREEMENT

HOA: TUSCANO HOMEOWNERS' ASSOCIATION

Pursuant to the Purchase and Sale of Select Current and Future Delinquent Assessment Receivables Agreement between the parties, the following property is added as a Select Delinquent Assessment:

APN: \_\_\_\_\_

Street Address: \_\_\_\_\_

The proceeds of the Receivables for the above Select Delinquent Assessment are hereby sold to First 100, LLC.

Sale Price: \_\_\_\_\_

SIGNED:

By:

*Shirley Flesher*  
Board Member

Date

7/3/13

CONFIDENTIAL

Page 17 of 17

1553  
NSM000314

## PAYMENT ARRANGEMENT AGREEMENT

This payment arrangement agreement ("Agreement"), executed on ~~November~~ <sup>DECEMBER 5</sup>, 2012 ("Effective Date"), is made by and between **FIRST 100, LLC**, a Nevada limited liability company ("First 100") and **UNITED LEGAL SERVICES INC.**, a Nevada corporation and law firm ("ULS"). The parties may be referred to hereafter individually as a "Party" or collectively as the "Parties".

### RECITALS

**WHEREAS**, First 100 and ULS are or will be parties to one or more agreements styled as "Purchase and Sale Agreement" or variations thereof ("Portfolio Agreements"), the three signatories of which are the Parties hereto and also various homeowner's associations; and

**WHEREAS**, the terms of the Portfolio Agreements specify that First 100, LLC agrees to assume all costs and pay for the services provided by ULS to the HOAs; and

**WHEREAS**, the execution of this Agreement, and the payment of the amounts specified herein by First 100, is a material inducement to ULS for entering into the Portfolio Agreements; and

**WHEREAS**, the performance by ULS under the terms of the Portfolio Agreements is material consideration to First 100 for entering into this Agreement; and

**WHEREAS**, the Parties, by and through this agreement, wish to specify the terms of that payment arrangement found in the Portfolio Agreements.

**NOW, THEREFORE**, in consideration of the mutual representations, warranties, and covenants of the Parties as provided below, the Parties, intending to be legally bound, do hereby agree as follows:

### ARTICLE I. INCORPORATION

Section 1.01 Incorporation of Recitals. The recitals of this Agreement above are true, and accurately reflect the intent of the Parties, and they are hereby incorporated into and made a part of this Agreement.

Section 1.02 Incorporation of Schedule(s). The schedule(s) attached to this Agreement are hereby incorporated into and made a part of this Agreement.

Section 1.03 Incorporation of Portfolio Agreements terms. The obligations and the duties of the Parties hereto, as specified in the Portfolio Agreements, are hereby incorporated into and made a part of this Agreement.

### ARTICLE II. PAYMENT TERMS

Section 2.01 Scope of Services. ULS shall provide the services to the HOA per the terms of each Portfolio Agreement. Such services shall include: (i) pre-auction noticing and collections; (ii) non-judicial foreclosure auctions; (iii) judicial foreclosure coordination; (iv) bankruptcy work (which ULS may be delegate to Kupperlin Law Group, LLC and bill to First 100, LLC by ULS on a pass-through basis); (v) Nevada litigation work, if any litigation is commenced by a homeowner or other interested party; and (vi) coordination of non-Nevada litigation work.

Section 2.02 Fees and Fee Structure. First 100 agrees to pay to ULS fees for services provided, as shown in Schedule A and tables attached hereto, at the corresponding fee amounts shown for each service. The fees

(exclusive of expenses) for work performed by ULS in the scope of work (i) and (ii) identified in Section 2.01 above shall be performed at the fixed rates shown in the tables accompanying Schedule A. All other work performed shall be on an hourly rate, at the rates shown in Schedule A.

Section 2.03 Expenses. First 100 agrees to reimburse Attorney for all out-of-pocket expenses incurred by Attorney relating to foreclosure, including but not limited to: (i) recordation fees; (ii) process servers; (iii) postage (including certified mailings); (iv) publication; (v) court costs, if any; and (vi) travel costs, if any. Such third-party expenses will be billed to First 100 on a pass-through basis. Such expenses are also designated on Schedule A and the tables therein.

Section 2.04 Initial Placement Payments. Each portfolio placed with ULS will consist of work relating to one or more parcels of land. The amount and price of work performed by ULS depends on the stage of delinquency of the receivable for each parcel, and the State in which the parcel is located. At the time of placement of each portfolio/parcel, First 100 will pay to ULS the placement payment shown in Exhibit 1 (each, a "Placement Payment"), as partial-to-full pre-payment for fees and expenses to be incurred by ULS. ULS shall have no obligation to perform work related to any parcel for which the Placement Payment has not been paid.

Section 2.05 Invoicing and Reconciliation.

- (a) *At placement*. Upon each portfolio placement, ULS shall timely send an invoice to First 100 specifying the Placement Payment for that particular portfolio. Invoices are due upon receipt; however, payment to ULS is due at the time of the placement, not the date of the invoice (invoices issued subsequent to placement shall show payments received to date and any amounts due).
- (b) *Monthly*. Once each calendar month, ULS shall invoice First 100 the fees earned and expenses paid by ULS for the scope of work (iii) through (vi) identified in Section 2.01 above.

First 100 is responsible for unpaid amounts due to ULS, and agrees to pay all attorney's fees and costs of collection incurred by ULS for any unpaid amounts.

### **ARTICLE III. TERM, TERMINATION, AND DEFAULT**

Section 3.01 Term. The Term of this Agreement ("Initial Term") shall be two (2) years from the Effective Date. At the end of the Initial Term, this Agreement shall automatically renew on a year-to-year basis (with each successive year a "Successive Term") unless either First 100 or ULS provides a written notice of non-renewal no earlier than 90 but no later than 45 days prior to the expiration of the Initial Term or any Successive Term (a "Non-Renewal Notice Period").

Section 3.02 Termination. This Agreement shall terminate upon one of the following conditions:

- (a) Delivery of a written notice of non-renewal by either First 100 or ULS during a Non-Renewal Notice Period; or
- (b) Upon an failure by either First 100 or ULS to timely cure an Event of Default, as described below, unless expressly waived by the Parties; or
- (c) By mutual agreement.

Section 3.03 Effect of Termination. Upon termination, First 100 shall remain obligated to pay ULS for: (i) all unpaid ULS invoices; and (ii) all "tail work" performed on portfolios previously placed with ULS and for which ULS performs work after termination. This clause, and the obligation it describes, expressly survives

termination of this Agreement.

Section 3.04 Default. The following events shall constitute a material breach of this contract and be considered an event of default hereunder ("Event of Default"); provided, however, that each party has a 5-day right to cure upon written notice:

- (a) Failure of First 100 to pay the Placement Payment within fifteen (15) business days of placement of the work to ULS.
- (b) Failure of First 100 to pay an invoice from ULS within fifteen (15) business days of its receipt.
- (c) Failure of ULS to substantially perform the work specified in the Portfolio Agreements.

#### **ARTICLE IV. GENERAL PROVISIONS**

Section 4.01 Notices. All notices must be in writing. A notice must be delivered to a Party at the following addresses:

*If to First 100:* **FIRST 100, LLC**  
11920 Southern Highlands Pkwy, Suite 200  
Las Vegas, NV 89141

*If to ULS:* **UNITED LEGAL SERVICES INC.**  
8965 South Eastern Ave Suite 350  
Las Vegas, NV 89123

or to a new address that a Party subsequently designates in writing. To be effective, a notice must be delivered in person, by U.S. mail, or by overnight courier.

Section 4.02 No delegation. First 100 is not permitted to delegate its obligations hereunder; however, remittances hereunder may be directly provided to ULS by First 100's sources of funding. ULS is permitted to delegate its bankruptcy work (but not other work) to Kupperlin Law Group, LLC.

Section 4.03 Governing Law. This agreement will be governed by and construed in accordance with the laws of the state of Nevada. Venue shall be in Clark County, Nevada.

Section 4.04 Limitation of Liability. Neither party will be liable to the other for losses or damages (including special or consequential damages such as lost profits or loss of use) arising from any cause of action related to this Agreement, whether in contract, tort, or otherwise.

Section 4.05 Severability. If any court determines that any provision of this agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this agreement invalid or unenforceable.

Section 4.06 Integration. The Parties actively negotiated the terms of this Agreement. This Agreement (along with the Portfolio Agreements) set forth the entire agreement of the Parties with respect to this subject. It replaces and supersedes any and all oral agreements or statements made between the Parties, as well as any prior writings and written agreements. Other than the Portfolio Agreements, there are no side agreements or other agreements or contracts, oral or otherwise, between the parties relating to the subject matters discussed herein.

Section 4.07 Waiver of Conflict of Interest. ULS is not the attorney for First 100, and no attorney-client relationship is intended to be created by this Agreement. First 100 hereby waives any conflict of interest, actual

or potential, that arises from ULS' or its attorneys' representation of the HOAs as agent, as contemplated in the Portfolio Agreements.

Section 4.08 Attorney's Fees in the Event of Dispute. If any legal action, dispute, or other proceeding arises or is commenced to interpret, enforce or recover damages for the breach of any term of this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party any and all reasonable attorney's fees and costs of suit.

Section 4.09 Modification. This Agreement may be modified or amended only by a writing signed by all Parties.

Section 4.10 Counterparts. This Agreement may be executed in a number of counterparts, each of which shall be deemed an original and all of which together shall constitute the same document.

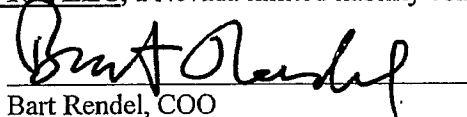
Section 4.11 Delivery by Facsimile. Delivery by facsimile of an executed counterpart by any Party to any Party shall have the same force and effect as a delivery in person of that document.

\* \* \* \* \*

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives.

FIRST 100, LLC, a Nevada limited liability company

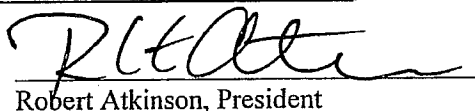
By:

  
Bart Rendel, COO

12/5/12  
Date

UNITED LEGAL SERVICES INC., a Nevada corporation

By:

  
Robert Atkinson, President

12/6/12  
Date

## SCHEDULE A

### Placements Payments (includes allocation for fees and expenses)

#### Nevada Parcels

Stage at Placement	Placement Payment per parcel
Before Notice of Lien	TBD (see Table 1)
After Notice of Lien recorded, but before Notice of Default	TBD (see Table 2)
After Notice of Default recorded, up to auction	\$750 (see Table 3)
Auction and post-auction	N/A (see Table 4)

#### Non-Nevada Parcels

State	Placement Payment per parcel
Texas	TBD
Arizona	TBD
Florida	TBD
California	TBD
Washington	TBD
Other states	TBD

Note: Over time, additional services may be provided by ULS to the HOAs beyond those shown above. If so, then the Parties will agree on an equitable and fair amount for those services and will execute a written amendment adding those fee services to this Schedule A.

### Hourly Rates

For scope of work (iii), (iv), and (v) in Section 2.01

Attorney: \$400/hour  
Paraprofessional: \$260/hour  
Paralegal: \$120/hour

**TABLE 3 TO SCHEDULE A**

**Work performed by ULS:**

- Notice of Foreclosure Sale with preparation, mailings, coordination of publication/posting, and recordation
- Title research to identify mailing addresses (\$40+ if outsourced as a "TSG") and obtain pdfs for subsequent use by First 100 in quiet title actions

**Breakdown of Placement Payment (per parcel):**

		<u>Notes</u>
\$275.00	Sales Agent fee for Notice of Foreclosure	Earned in full when publication order is sent
\$250.00	Addresses	\$40+ more if outside Trustee's Sale Guarantee
\$90.00	Publication of Notice of Sale	Or actual cost, if prices change
\$30.00	Mailing costs for Notice of Sale	Fixed per parcel, for ease of expense tracking
\$74.50	Service of Notice of Sale	Fixed per parcel, for ease of expense tracking
\$13.50	Public Postings of Notice of Sale	Fixed per parcel, for ease of expense tracking
<u>\$17.00</u>	Recordation cost for Notice of Sale	Fixed per parcel, for ease of expense tracking
\$750.00	Placement Payment (relating to Nevada pre-foreclosure)	

**TABLE 4 TO SCHEDULE A**

**Work performed by ULS:**

- Holding of Auction
- Preparation of Foreclosure Deed
- [Optional]: Recordation of Foreclosure Deed

**Breakdown of Fees and Costs (per parcel):**

\$100.00	Auction fees per parcel
<u>\$50.00</u>	Preparation of Foreclosure Deed
\$150.00	<b>Auction fees</b> (paid from auction proceeds, pursuant to NRS 116.31164(3)(c)(1)) (First 100 responsible for fees in which the auction proceeds are less than \$150)

Note: If First 100 optionally requests the ULS record the Foreclosure Deed, then additional fees and costs shall be charged as follows:

\$13.00	Trip to Recorder
\$17.00	Recordation costs of Foreclosure Deed
Varies	RPTT

# Invoice

**UNITED LEGAL SERVICES INC.**

8965 South Eastern Ave Suite 350  
Las Vegas, NV 89123  
(702) 617-3263

**INVOICE #**

ULS-009

Federal EIN: 46-1434376

**BILL TO:**

First 100, LLC  
11920 Southern Highlands Pkwy, Suite 200  
Las Vegas, NV 89141

**INVOICE DATE**

03/29/13

**DUE DATE**

On receipt

**BALANCE DUE****\$11,906.00****Placement Payments:**

DESCRIPTION	HOA	AMOUNT
1. 2615 W Gary Ave, #1065, Las Vegas, NV	Southgate	\$750.00
2. 7255 W. Sunset Rd., #2046	Tuscano	\$750.00
3. 7255 W. Sunset Rd., #2141	Tuscano	\$750.00
4. 7255 W. Sunset Rd., #1008	Tuscano	\$750.00
5. 7255 W. Sunset Rd., #2017	Tuscano	\$750.00
6. 7255 W. Sunset Rd., #2024	Tuscano	\$750.00
7. 1715 Laurel Ridge Court, Reno	Tuscano	\$750.00
8. 7781 Shalestone Way, Reno	Somersett	\$832.00
9. 1670 Autumn Valley Way, Reno	Somersett	\$832.00
10. 1684 Spicewood Circle, Reno	Somersett	\$832.00
11. 1695 Autumn Valley Court, Reno	Somersett	\$832.00
12. 2145 Heavenly View Trail, Reno	Somersett	\$832.00
13. 8135 Willow Ranch Trail, Reno	Somersett	\$832.00
14. 8985 Chipshot Trail, Reno	Somersett	\$832.00
15. 9099 Cabin Creek Trail, Reno	Somersett	\$832.00
<b>Total</b>		<b>\$11,906.00</b>

**BALANCE DUE****\$11,906.00**Please make check payable to **United Legal Services Inc.**



# Invoice

**UNITED LEGAL SERVICES INC.**

8965 South Eastern Ave Suite 350  
Las Vegas, NV 89123  
(702) 617-3263

**INVOICE #**

ULS-014

**BILL TO:**

First 100, LLC  
11920 Southern Highlands Pkwy, Suite 200  
Las Vegas, NV 89141

**INVOICE DATE**

04/27/13

**DUE DATE**

On receipt

**BALANCE DUE**

**\$750.00**

**Placement Payments:**

DESCRIPTION	HOA	AMOUNT
1. 7255 W Sunset #2140	Tuscano	\$ 750.00
Total		<b>\$750.00</b>

**BALANCE DUE**

**\$750.00**

Please make check payable to **United Legal Services Inc.**

# Invoice

**UNITED LEGAL SERVICES INC.**

8965 South Eastern Ave Suite 350  
Las Vegas, NV 89123  
(702) 617-3263

**INVOICE #**

ULS-016

**BILL TO:**

First 100, LLC  
11920 Southern Highlands Pkwy, Suite 200  
Las Vegas, NV 89141

**INVOICE DATE**

05/29/13

**DUE DATE**

On receipt

**BALANCE DUE****\$2,250.00****Placement Payments:**

DESCRIPTION		HOA	AMOUNT
1.	7255 W. Sunset #1173	Tuscano	\$ 750.00
2.	7255 W. Sunset #2018	Tuscano	\$ 750.00
3.	7255 W. Sunset #2050	Tuscano	\$ 750.00
Total			<b>\$2,250.00</b>

**BALANCE DUE****\$2,250.00**

Please make check payable to **United Legal Services Inc.**

# Invoice

**UNITED LEGAL SERVICES INC.**

8965 South Eastern Ave Suite 350  
Las Vegas, NV 89123  
(702) 617-3263

**INVOICE #**

ULS-021

**BILL TO:**

First 100, LLC  
11920 Southern Highlands Pkwy, Suite 200  
Las Vegas, NV 89141

**INVOICE DATE**

07/03/13

**DUE DATE**

On receipt

**BALANCE DUE**

**\$6,400.00**

**Placement Payments:**

DESCRIPTION	HOA	AMOUNT
1. 7255 W Sunset #1049	Tuscano	\$ 800.00
2. 7255 W Sunset #1082	Tuscano	\$ 800.00
3. 7255 W Sunset #1088	Tuscano	\$ 800.00
4. 7255 W Sunset #1151	Tuscano	\$ 800.00
5. 7255 W Sunset #1169	Tuscano	\$ 800.00
6. 7255 W Sunset #2039	Tuscano	\$ 800.00
7. 7255 W Sunset #1032	Tuscano	\$ 800.00
8. 7445 Crested Quail	Sun City Aliante	\$ 800.00

**Total**

**\$6,400.00**

**BALANCE DUE**

**\$6,400.00**

Please make check payable to **United Legal Services Inc.**

# Proceeds Reconciliation Report

6/25/2013

DEBITS	CREDITS	What	Related to		Proceeds	HOA Lien	Excess
\$693.00		Superpriority	MV-SO3-27 - 10105 Prattville Ave				
\$525.00		RRFS payment plan	NV-BE3-17 - 5261 River Glen Drive Unit 201				
	\$300.00	Fees	Payoff quote for above (2 @ \$150)				NAC 116.470(2)(g)
	\$60.00	Fees	Release of Notice of Lien (2 @ \$30)				NAC 116.470(2)(l)
	\$44.00	Costs	Recordation of release (2 @ \$22)				NAC - cost
\$7,800.00		Auction proceeds	NV-TU3-03				
	\$0.00	Excess proceeds	None				
	\$125.00	Fees	Conduct foreclosure sale - June 23 sale (1 above @ \$125)				NRS 116.3116(3)(c)
	\$125.00	Fees	Prepare and record transfer deed for above (1 @ \$125)				NAC 116.470(2)(h)
	\$150.00	Fees	Foreclosure fee (1 @ \$150)				NAC 116.470(2)(i)
\$6,000.00		Auction proceeds	From First 100 (2 properties)				NAC 116.470(2)(t)
	\$250.00	Fees	Conduct foreclosure sale - June 23 sale (2 @ \$125)				NAC 116.470(2)(h)
	\$250.00	Fees	Prepare and record transfer deed for above (2 @ \$125)				NAC 116.470(2)(i)
	\$300.00	Fees	Foreclosure fee (2 @ \$150)				NAC 116.470(2)(t)
	\$533.05	Costs	Recordation RPTT costs for F100 (2 properties)				Actual
	\$12,880.95	Remittance	Proceeds remitted to First 100				
\$15,018.00	\$15,018.00	Checksum	0				

# **EXHIBIT 16**

# **EXHIBIT 16**

## Section 5

# Auction Results

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

1566  
NSM000366

June 22, 2013

APN	Address	Opening Bid	Winning Bidder	Winning Bid	Result
176-03-510-341	7255 W Sunset Unit 1173 Las Vegas, Nevada 89113	\$99	FIRST 100	\$3000	
176-03-510-042	7255 W Sunset Unit 2018 Las Vegas, Nevada 89113	\$99	FIRST 100	\$3000	
176-03-510-102	7255 W Sunset Unit 2050 Las Vegas, Nevada 89113	\$99	JACOB L.	\$7000	

# **EXHIBIT 17**

# **EXHIBIT 17**



# Section 6

## Emails

**Robert Atkinson**

---

**From:** Michelle Sergent <msergent@first100llc.com>  
**Sent:** Thursday, March 28, 2013 12:54 PM  
**To:** Robert Atkinson  
**Subject:** Tuscano  
**Attachments:** Tuscano PSA- Executed.pdf

Robert:

Please sign attached PSA and return to our office. We receiving original form Association in the mail.

Thanks,

Michelle Sergent  
Office Manager

First 100, LLC  
10620 Southern Highlands Parkway, Suite 110-485  
Las Vegas, Nevada 89141  
(702) 823-3600 ext. 114

## Robert Atkinson

---

**From:** Michelle Sergent <msergent@first100llc.com>  
**Sent:** Thursday, March 28, 2013 2:19 PM  
**To:** jmercerc@rrfs.com; Robert Atkinson  
**Subject:** Tuscano

Jennifer:

We have received the signed PSA in our office and I will forward executed copy to you tomorrow. Please send over documents listed below to schedule properties for sale.

7255 W. Sunset Rd., #2046  
7255 W. Sunset Rd., #2141  
7255 W. Sunset Rd., #1008  
7255 W. Sunset Rd., #2017  
7255 W. Sunset Rd., #2024

For each property:

- Account detail for assessments
- The invoice for collections costs (one invoice per property)
- Notice of Lien
- Notice of Default

Thank You,

Michelle Sergent  
Office Manager

First 100, LLC  
10620 Southern Highlands Parkway, Suite 110-485  
Las Vegas, Nevada 89141  
(702) 823-3600 ext. 114

## Robert Atkinson

---

**From:** Michelle Sergent <msergent@first100llc.com>  
**Sent:** Wednesday, April 03, 2013 11:23 AM  
**To:** jmercerc@rrfs.com; Cameron Starner; Robert Atkinson; Chris Wood  
**Subject:** Tuscano

We have received the PSA for the referenced Association. Please provide updated ledger to our office.

7255 W. Sunset Rd., #2046  
7255 W. Sunset Rd., #2141  
7255 W. Sunset Rd., #1008  
7255 W. Sunset Rd., #2017  
7255 W. Sunset Rd., #2024

In addition, please provide documents listed below for processing:

For each property:

- Account detail for assessments
- The invoice for collections costs (one invoice per property)
- Notice of Lien
- Notice of Default

Thanks,

Michelle Sergent

Office Manager

First 100, LLC  
10620 Southern Highlands Parkway, Suite 110-485  
Las Vegas, Nevada 89141  
(702) 823-3600 ext. 114

## Robert Atkinson

---

**From:** Cameron Starner <Cstarnr@rrfs.com>  
**Sent:** Friday, April 05, 2013 1:56 PM  
**To:** Michelle Sergent; Robert Atkinson  
**Cc:** Jennifer Mercer  
**Subject:** Tuscano  
**Attachments:** Account Notes & Details.pdf; Liens & NODs.pdf

Michelle,

Here are the documents for Tuscano.

### Cameron Starner

Account Executive

Red Rock Financial Services

Nevada: o. 702.551.8577 | c. 702.306.0909 | f. 702.550.8578 | [www.RRFS.com](http://www.RRFS.com)

Utah: o. 801.380.1266 | c. 702.306.0909 | f. 702.550.8578 | [www.RRFS.com](http://www.RRFS.com)



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**Robert Atkinson**

---

**From:** Michelle Sergent <msergent@first100llc.com>  
**Sent:** Friday, April 26, 2013 11:34 AM  
**To:** jmercer@rrfs.com; Cameron Starner; Robert Atkinson  
**Subject:** Tuscano  
**Attachments:** Tuscano- 2.pdf

Jen:

Please find attached authorization for 7255 W. Sunset, #2140. Please forward account ledger, collection invoice, copy of lien, and a copy of the default.

Thank you,

Michelle Sergent  
Office Manager

First 100, LLC  
10620 Southern Highlands Parkway, Suite 110-485  
Las Vegas, Nevada 89141  
(702) 823-3600 ext. 114

**Robert Atkinson**

---

**From:** Michelle Sergent <msergent@first100llc.com>  
**Sent:** Monday, April 29, 2013 9:52 AM  
**To:** jmerc@rrfs.com; Cameron Starner; Robert Atkinson  
**Subject:** Tuscano  
**Attachments:** Tuscano- 2.pdf

Jen:

Please see attached Exhibit for new property being transferred to ULS. Please provide an updated ledger, collection invoice, copy of the lien, and a copy of the default for the property.

Thank You,

Michelle Sergent  
Office Manager

First 100, LLC  
10620 Southern Highlands Parkway, Suite 110-485  
Las Vegas, Nevada 89141  
(702) 823-3600 ext. 114

**Robert Atkinson**

---

**From:** Michelle Sergent <msergent@first100llc.com>  
**Sent:** Tuesday, May 21, 2013 1:33 PM  
**To:** Cameron Starnier; jmercerc@rrfs.com; Robert Atkinson; Julia Gokcekian; Kim Aune  
**Subject:** Tuscano  
**Attachments:** Tuscano Exhibit 3- Executed.pdf

Jennifer:

Please see attached executed agreement for Tuscano. Please send over a copy of the ledger, the collection invoice, a copy of the lien, and a copy of the default for each property listed on attached document.

Thank You,

Michelle Sergent  
Office Manager

First 100, LLC  
10620 Southern Highlands Parkway, Suite 110-485  
Las Vegas, Nevada 89141  
(702) 823-3600 ext. 114



**Robert Atkinson**

---

**From:** Michelle Sergent <msergent@first100llc.com>  
**Sent:** Tuesday, July 02, 2013 9:56 AM  
**To:** Julia Thompson; Robert Atkinson  
**Subject:** Tuscano  
**Attachments:** Tuscano #3.pdf

Julia:

Please find attached the acceptance of the offer from First 100. Please provide an updated account ledger, collection invoice, and a copy of the lien and default for each property.

Thank you,

Michelle Sergent  
Office Manager

First 100, LLC  
10620 Southern Highlands Parkway, Suite 110-485  
Las Vegas, Nevada 89141  
(702) 823-3600 ext. 114

**Robert Atkinson**

---

**From:** Michelle Sergent <msergent@first100llc.com>  
**Sent:** Wednesday, July 03, 2013 10:02 AM  
**To:** Julia Thompson; Robert Atkinson  
**Subject:** Tuscano  
**Attachments:** Executed PO- Tuscano #4.pdf

Julia:

Please find attached executed PO for the referenced property. Please provide an updated account ledger, collection invoice, and a copy of the lien and default.

Thank you,

Michelle Sergent  
Office Manager

First 100, LLC  
10620 Southern Highlands Parkway, Suite 110-485  
Las Vegas, Nevada 89141  
(702) 823-3600 ext. 114

**Robert Atkinson**

---

**From:** Michelle Sergent <msergent@first100llc.com>  
**Sent:** Tuesday, March 26, 2013 12:01 PM  
**To:** Robert Opdyke; Robert Atkinson; Chris Wood  
**Subject:** Tuscano  
**Attachments:** Tuscano HOA OFFER.doc

Chris:

Please review attached offer.

Robert:

Please update PSA to reflect change in number of units.

Thanks,

Michelle Sergent  
Office Manager

First 100, LLC  
10620 Southern Highlands Parkway, Suite 110-485  
Las Vegas, Nevada 89141  
(702) 823-3600 ext. 114

## Robert Atkinson

---

**From:** Robert Atkinson  
**Sent:** Thursday, March 28, 2013 10:03 AM  
**To:** 'Chris Wood'  
**Subject:** What was the Mountain's Edge community that signed the PSA?

Chris,

Was there a PSA signed that has not come back yet? Vistana, or Tuscano?

-Robert

---

**Robert Atkinson, Esq.**

### Attorney

☎ Office: (702) 614-0600  
✉ Email: [robert@nv-lawfirm.com](mailto:robert@nv-lawfirm.com)  
☎ Fax: (702) 614-0647

8965 South Eastern Ave Suite 350  
Las Vegas, NV 89123

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**Robert Atkinson**

---

**From:** Julia Thompson <JThompson@rrfs.com>  
**Sent:** Wednesday, May 01, 2013 12:05 PM  
**To:** Jennifer Mercer; Michelle Sergent; Cameron Starnier; Robert Atkinson  
**Subject:** RE: Tuscano  
**Attachments:** Invoice 60688.pdf

Attached.

**Julia Thompson**  
Red Rock Financial Services  
A FirstService Residential Management Company

**\*\*\*\*Our Corporate Office has moved effective April 2nd! The new address will be: 4775 W. Teco Ave. Suite #140, Las Vegas, NV 89118\*\*\*\***

o. 702.932.6887 | f. 702.315.1351 | [www.RRFS.com](http://www.RRFS.com)

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**From:** Michelle Sergent [<mailto:msergent@first100llc.com>]  
**Sent:** Friday, April 26, 2013 11:34 AM  
**To:** Jennifer Mercer; Cameron Starnier; Robert Atkinson  
**Subject:** Tuscano

Jen:

Please find attached authorization for 7255 W. Sunset, #2140. Please forward account ledger, collection invoice, copy of lien, and a copy of the default.

Thank you,

Michelle Sergent  
Office Manager

First 100, LLC  
10620 Southern Highlands Parkway, Suite 110-485  
Las Vegas, Nevada 89141  
(702) 823-3600 ext. 114

## Robert Atkinson

---

**From:** Julia Thompson <JThompson@rrfs.com>  
**Sent:** Thursday, May 23, 2013 2:21 PM  
**To:** 'Michelle Sergent (msergent@first100llc.com)'; Robert Atkinson  
**Cc:** Jennifer Mercer; Cameron Starnier; Julia Gokcekian; Kim Aune  
**Subject:** RE: Tuscano  
**Attachments:** Invoice 792725.pdf; Invoice 72905.pdf; Invoice 792724.pdf

Attached please find the requested information.

Thank you!

**Julia Thompson**  
Red Rock Financial Services  
A FirstService Residential Management Company

**\*\*\*\*Our Corporate Office has moved effective April 2nd! The new address will be: 4775 W. Teco Ave. Suite #140, Las Vegas, NV 89118\*\*\*\***

**o.** 702.932.6887 | **f.** 702.315.1351 | [www.RRFS.com](http://www.RRFS.com)

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**From:** Michelle Sergent [<mailto:msergent@first100llc.com>]  
**Sent:** Tuesday, May 21, 2013 1:33 PM  
**To:** Cameron Starnier; Jennifer Mercer; Robert Atkinson; Julia Gokcekian; Kim Aune  
**Subject:** Tuscano

Jennifer:

Please see attached executed agreement for Tuscano. Please send over a copy of the ledger, the collection invoice, a copy of the lien, and a copy of the default for each property listed on attached document.

Thank You,

Michelle Sergent  
Office Manager

First 100, LLC  
10620 Southern Highlands Parkway, Suite 110-485  
Las Vegas, Nevada 89141  
(702) 823-3600 ext. 114

## Robert Atkinson

---

**From:** Robert Atkinson  
**Sent:** Thursday, March 28, 2013 1:03 PM  
**To:** 'Michelle Sergent'  
**Subject:** RE: Tuscano  
**Attachments:** Sig page.pdf

Signature page attached.

-Robert

---

## Robert Atkinson, Esq.

### Attorney

☎ Office: (702) 614-0600  
✉ Email: [robert@nv-lawfirm.com](mailto:robert@nv-lawfirm.com)  
☎ Fax: (702) 614-0647

8965 South Eastern Ave Suite 350  
Las Vegas, NV 89123

Notice: If this email was sent to a client or prospective client,  
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**From:** Michelle Sergent [<mailto:msergent@first100llc.com>]  
**Sent:** Thursday, March 28, 2013 12:54 PM  
**To:** Robert Atkinson  
**Subject:** Tuscano

Robert:

Please sign attached PSA and return to our office. We receiving original form Association in the mail.

Thanks,

Michelle Sergent  
Office Manager

First 100, LLC  
10620 Southern Highlands Parkway, Suite 110-485  
Las Vegas, Nevada 89141  
(702) 823-3600 ext. 114

## Robert Atkinson

---

**From:** Robert Atkinson  
**Sent:** Friday, April 05, 2013 2:01 PM  
**To:** 'Cameron Starner'; 'Michelle Sergent'  
**Cc:** 'Jennifer Mercer'  
**Subject:** RE: Tuscano

Received, thank you!

-Robert

---

### Robert Atkinson, Esq.

#### Attorney

☎ **Office:** (702) 614-0600  
✉ **Email:** [robert@nv-lawfirm.com](mailto:robert@nv-lawfirm.com)  
☎ **Fax:** (702) 614-0647

8965 South Eastern Ave Suite 350  
Las Vegas, NV 89123

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

**From:** Cameron Starner [<mailto:Cstarnr@rrfs.com>]  
**Sent:** Friday, April 05, 2013 1:56 PM  
**To:** Michelle Sergent; Robert Atkinson  
**Cc:** Jennifer Mercer  
**Subject:** Tuscano

Michelle,

Here are the documents for Tuscano.

#### Cameron Starner

Account Executive

Red Rock Financial Services

Nevada: o. 702.551.8577 | c. 702.306.0909 | f. 702.550.8578 | [www.RRFS.com](http://www.RRFS.com)

Utah: o. 801.380.1266 | c. 702.306.0909 | f. 702.550.8578 | [www.RRFS.com](http://www.RRFS.com)



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## Robert Atkinson

---

**From:** Robert Atkinson  
**Sent:** Wednesday, May 01, 2013 3:35 PM  
**To:** 'Julia Thompson'; 'Jennifer Mercer'; 'Michelle Sergent'; 'Cameron Starnier'  
**Subject:** RE: Tuscano

Perfect, thanks.

-Robert

---

## Robert Atkinson, Esq.

### Attorney

☎ **Office:** (702) 614-0600  
✉ **Email:** [robert@nv-lawfirm.com](mailto:robert@nv-lawfirm.com)  
☎ **Fax:** (702) 614-0647

8965 South Eastern Ave Suite 350  
Las Vegas, NV 89123

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

---

**From:** Julia Thompson [<mailto:JThompson@rrfs.com>]  
**Sent:** Wednesday, May 01, 2013 12:05 PM  
**To:** Jennifer Mercer; Michelle Sergent; Cameron Starnier; Robert Atkinson  
**Subject:** RE: Tuscano

Attached.

### Julia Thompson

Red Rock Financial Services  
A FirstService Residential Management Company

**\*\*\*\*Our Corporate Office has moved effective April 2nd! The new address will be: 4775 W. Teco Ave. Suite #140, Las Vegas, NV 89118\*\*\*\***

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**From:** Michelle Sergent [<mailto:msergent@first100llc.com>]  
**Sent:** Friday, April 26, 2013 11:34 AM  
**To:** Jennifer Mercer; Cameron Starnier; Robert Atkinson  
**Subject:** Tuscano

Jen:

Please find attached authorization for 7255 W. Sunset, #2140. Please forward account ledger, collection invoice, copy of lien, and a copy of the default.

Thank you,

Michelle Sergent  
Office Manager

First 100, LLC  
10620 Southern Highlands Parkway, Suite 110-485  
Las Vegas, Nevada 89141  
(702) 823-3600 ext. 114

## Robert Atkinson

---

**From:** Julia Thompson <JThompson@rrfs.com>  
**Sent:** Tuesday, July 02, 2013 2:07 PM  
**To:** Michelle Sergent; Robert Atkinson  
**Subject:** RE: Tuscano  
**Attachments:** Documents 803386.pdf; Documents 806191.pdf; Documents 807415.pdf; Documents 813215.pdf; Document 74645.pdf; Documents 368194.pdf; Invoice 806191.pdf; Invoice 807415.pdf; Invoice 813215.pdf; Invoice 74645.pdf; Invoice 368194.pdf; Invoice 803386.pdf

See attached.

Julia Thompson  
Red Rock Financial Services  
A FirstService Residential Management Company

**\*\*\*\*Our Corporate Office has moved effective April 2nd! The new address will be: 4775 W. Teco Ave. Suite #140, Las Vegas, NV 89118\*\*\*\***

o. 702.932.6887 | f. 702.315.1351 | [www.RRFS.com](http://www.RRFS.com)

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**From:** Michelle Sergent [<mailto:msergent@first100llc.com>]  
**Sent:** Tuesday, July 02, 2013 9:56 AM  
**To:** Julia Thompson; Robert Atkinson  
**Subject:** Tuscano

Julia:

Please find attached the acceptance of the offer from First 100. Please provide an updated account ledger, collection invoice, and a copy of the lien and default for each property.

Thank you,

Michelle Sergent  
Office Manager

First 100, LLC  
10620 Southern Highlands Parkway, Suite 110-485  
Las Vegas, Nevada 89141  
(702) 823-3600 ext. 114

## Robert Atkinson

---

**From:** Julia Thompson <JThompson@rrfs.com>  
**Sent:** Wednesday, July 03, 2013 2:22 PM  
**To:** Michelle Sergent; Robert Atkinson  
**Subject:** RE: Tuscano  
**Attachments:** Documents 814233.pdf; Invoice 814233.pdf

Attached ☺

### Julia Thompson

Red Rock Financial Services  
o. 702.932.6887 | f. 702.315.1351 | [www.RRFS.com](http://www.RRFS.com)

**\*\*\*\*Our Corporate Office has moved effective April 2nd! The new address will be: 4775 W. Teco Ave. Suite #140, Las Vegas, NV 89118\*\*\*\***



A FirstService Residential Management Company

Click to follow RRFS!



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**From:** Michelle Sergent [<mailto:msergent@first100llc.com>]  
**Sent:** Wednesday, July 03, 2013 10:02 AM  
**To:** Julia Thompson; Robert Atkinson  
**Subject:** Tuscano

Julia:

Please find attached executed PO for the referenced property. Please provide an updated account ledger, collection invoice, and a copy of the lien and default.

Thank you,

Michelle Sergent  
Office Manager

First 100, LLC  
10620 Southern Highlands Parkway, Suite 110-485

Las Vegas, Nevada 89141  
(702) 823-3600 ext. 114

## Robert Atkinson

---

**From:** Julia Thompson <JThompson@rrfs.com>  
**Sent:** Wednesday, September 04, 2013 10:31 AM  
**To:** Robert Atkinson  
**Subject:** RE: Tuscano  
**Attachments:** AccountDetail.pdf

Sorry about that!

### Julia Thompson

Red Rock Financial Services

A FirstService Residential Management Company

o. 702.932.6887 | f. 702.315.1351 | [www.RRFS.com](http://www.RRFS.com)

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---

**From:** Robert Atkinson [<mailto:Robert@nv-lawfirm.com>]  
**Sent:** Tuesday, September 03, 2013 12:28 PM  
**To:** Julia Thompson  
**Subject:** FW: Tuscano

Julia,

Would you be so kind as to send the ledger to us for 7255 W Sunset 1151?

The Document you sent us on #1151 (#813215) contained the Lien and Default on Unit 1151, but the ledger was from Unit 1088 (see attached, from your July 2 email).

Unit 1088 was already covered in Document #806191.

I think this was just a compiling error on Document 813215.

Thanks,

-Robert

---

**Robert Atkinson, Esq.**

### Attorney

☎ Office: (702) 614-0600  
✉ Email: [robert@nv-lawfirm.com](mailto:robert@nv-lawfirm.com)  
☎ Fax: (702) 614-0647

8965 South Eastern Ave Suite 350  
Las Vegas, NV 89123

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

**From:** Julia Thompson [<mailto:JThompson@rrfs.com>]  
**Sent:** Tuesday, July 02, 2013 2:07 PM  
**To:** Michelle Sergent; Robert Atkinson  
**Subject:** RE: Tuscano

See attached.

**Julia Thompson**  
Red Rock Financial Services  
A FirstService Residential Management Company

**\*\*\*\*Our Corporate Office has moved effective April 2nd! The new address will be: 4775 W. Teco Ave. Suite #140, Las Vegas, NV 89118\*\*\*\***

**o.** 702.932.6887 | **f.** 702.315.1351 | [www.RRFS.com](http://www.RRFS.com)

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**From:** Michelle Sergent [<mailto:msergent@first100llc.com>]  
**Sent:** Tuesday, July 02, 2013 9:56 AM  
**To:** Julia Thompson; Robert Atkinson  
**Subject:** Tuscano

Julia:

Please find attached the acceptance of the offer from First 100. Please provide an updated account ledger, collection invoice, and a copy of the lien and default for each property.

Thank you,

Michelle Sergent  
Office Manager

First 100, LLC  
10620 Southern Highlands Parkway, Suite 110-485  
Las Vegas, Nevada 89141  
(702) 823-3600 ext. 114



## Robert Atkinson

---

**From:** Robert Atkinson  
**Sent:** Tuesday, March 26, 2013 1:20 PM  
**To:** 'Michelle Sergent'; 'Chris Wood'  
**Subject:** RE: Tuscano  
**Attachments:** PSA - Tuscano v2.pdf

Attached.

-Robert

---

**Robert Atkinson, Esq.**

### Attorney

☎ Office: (702) 614-0600  
✉ Email: [robert@nv-lawfirm.com](mailto:robert@nv-lawfirm.com)  
☎ Fax: (702) 614-0647

8965 South Eastern Ave Suite 350  
Las Vegas, NV 89123

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

**From:** Michelle Sergent [<mailto:msergent@first100llc.com>]  
**Sent:** Tuesday, March 26, 2013 12:01 PM  
**To:** Robert Opdyke; Robert Atkinson; Chris Wood  
**Subject:** Tuscano

Chris:

Please review attached offer.

Robert:

Please update PSA to reflect change in number of units.

Thanks,

Michelle Sergent  
Office Manager

First 100, LLC  
10620 Southern Highlands Parkway, Suite 110-485  
Las Vegas, Nevada 89141  
(702) 823-3600 ext. 114

---

**Robert Atkinson**

---

**From:** Michelle Sergent <msergent@first100llc.com>  
**Sent:** Thursday, March 28, 2013 2:59 PM  
**To:** Chris Wood  
**Cc:** Robert Atkinson  
**Subject:** Re: What was the Mountain's Edge community that signed the PSA?

We received the Tuscano PSA today. Information has been provided to Robert.

Michelle Sergent  
Office Manager

First 100, LLC  
10620 Southern Highlands Parkway, Suite 110-485  
Las Vegas, Nevada 89141  
(702) 823-3600 ext. 114

On Thu, Mar 28, 2013 at 2:57 PM, Chris Wood <cwood@first100llc.com> wrote:  
Not sure about the Mountain's Edge part, but we did get the executed PSA back on Tuscano. Michelle can give you the details on addresses, etc.

**Chris Wood**  
National Sales Manager  
First 100, LLC

o. 702.823.3600 ext. 107 | m. 702.219.8026

11920 Southern Highlands Parkway, Suite 200  
Las Vegas, Nevada 89141

---

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On Mar 28, 2013, at 10:02 AM, Robert Atkinson <Robert@nv-lawfirm.com> wrote:

Chris,

Was there a PSA signed that has not come back yet? Vistana, or Tuscano?

-Robert

---

**Robert Atkinson, Esq.**

**Attorney**

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

**8965 South Eastern Ave Suite 350  
Las Vegas, NV 89123**

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

## Robert Atkinson

---

**From:** Chris Wood <cwood@first100llc.com>  
**Sent:** Thursday, March 28, 2013 2:58 PM  
**To:** Robert Atkinson  
**Cc:** Michelle Sergent  
**Subject:** Re: What was the Mountain's Edge community that signed the PSA?

Not sure about the Mountain's Edge part, but we did get the executed PSA back on Tuscano. Michelle can give you the details on addresses, etc.

**Chris Wood**  
National Sales Manager  
First 100, LLC

o. 702.823.3600 ext. 107 | m. 702.219.8026

11920 Southern Highlands Parkway, Suite 200  
Las Vegas, Nevada 89141

---

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On Mar 28, 2013, at 10:02 AM, Robert Atkinson <[Robert@nv-lawfirm.com](mailto:Robert@nv-lawfirm.com)> wrote:

Chris,

Was there a PSA signed that has not come back yet? Vistana, or Tuscano?

-Robert

---

**Robert Atkinson, Esq.**

**Attorney**

☎ Office: (702) 614-0600  
✉ Email: [robert@nv-lawfirm.com](mailto:robert@nv-lawfirm.com)  
☎ Fax: (702) 614-0647

8965 South Eastern Ave Suite 350  
Las Vegas, NV 89123

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**Robert Atkinson**

---

**From:** Michelle Sergent <msergent@first100llc.com>  
**Sent:** Thursday, May 09, 2013 3:38 PM  
**To:** Robert Atkinson; Chris Wood; Gregg Hale  
**Subject:** 7255 W. Sunset #2140

Robert:

Please cancel the sale for this property as it is being placed back with Association.

Thank You,

Michelle Sergent  
Office Manager

First 100, LLC  
10620 Southern Highlands Parkway, Suite 110-485  
Las Vegas, Nevada 89141  
(702) 823-3600 ext. 114

## Robert Atkinson

---

**From:** Robert Atkinson  
**Sent:** Sunday, June 23, 2013 11:48 AM  
**To:** 'anne.moore@red.state.nv.us'  
**Subject:** Auction results - June 22  
**Attachments:** June 22 auction results.pdf

Anne,

Please see attached.

Thank you,

-Robert

---

**Robert Atkinson, Esq.**

### Attorney

☎ Office: (702) 614-0600  
✉ Email: [robert@nv-lawfirm.com](mailto:robert@nv-lawfirm.com)  
☎ Fax: (702) 614-0647

965 South Eastern Ave Suite 350  
Las Vegas, NV 89123

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## Robert Atkinson

---

**From:** Michelle Sergent <msergent@first100llc.com>  
**Sent:** Tuesday, January 22, 2013 1:32 PM  
**To:** Robert Atkinson; Chris Wood; Bart Rendel; Jay Bloom  
**Subject:** PSA for Tuscano Homeowners' Association

Listed below is the table:

1	7255 W. Sunset Rd., #1088	\$ 4,745.74	\$ 1,476.00
2	7255 W. Sunset Rd., #2046	\$ 3,138.98	\$ 1,476.00
3	7255 W. Sunset Rd., #2050	\$ 3,608.00	\$ 1,476.00
4	7255 W. Sunset Rd., #2141	\$ 5,817.00	\$ 1,476.00
5	7255 W. Sunset Rd., #1008	\$ 6,002.00	\$ 1,476.00
6	7255 W. Sunset Rd., #2017	\$ 6,804.00	\$ 1,179.00
7	7255 W. Sunset Rd., #2018	\$ 3,922.00	\$ 1,179.00
8	7255 W. Sunset Rd., #1173	\$ 4,305.84	\$ 1,179.00
9	7255 W. Sunset Rd., #2140	\$ 5,266.00	\$ 1,476.00
	7255 W. Sunset Rd., #2024	\$ 6,269.00	\$ 1,179.00
	Total	\$ 49,878.56	\$ 13,572.00

--  
Michelle Sergent  
Office Manager

First 100, LLC  
11920 Southern Highlands Parkway, Suite 200  
Las Vegas, Nevada 89141

**Robert Atkinson**

---

**From:** Michelle Sergent <msergent@first100llc.com>  
**Sent:** Wednesday, January 16, 2013 5:18 PM  
**To:** Robert Atkinson; Chris Wood; Jay Bloom; bartr@first100llc.com  
**Subject:** PSA

Robert:

Can you please prepare a PSA for Tuscano Homeowners' Association?

Thanks,

--

Michelle Sergent  
Office Manager

First 100, LLC  
11920 Southern Highlands Parkway, Suite 200  
Las Vegas, Nevada 89141



## Robert Atkinson

---

**From:** Michelle Sergent <msergent@first100llc.com>  
**Sent:** Friday, April 05, 2013 3:25 PM  
**To:** Robert Atkinson  
**Subject:** Fwd: Tuscano

FYI

Sent from my iPhone

Begin forwarded message:

**From:** Jennifer Mercer <JMercer@rrfs.com>  
**Date:** April 5, 2013, 3:10:59 PM PDT  
**To:** Michelle Sergent <msergent@first100llc.com>  
**Cc:** Cameron Starner <Cstarnar@rrfs.com>  
**Subject:** RE: Tuscano

It was postponed until 6/13/13.

**Jennifer Mercer**

Development and Support Services Supervisor  
Red Rock Financial Services  
A FirstService Residential Management Company

\*\*\*Please note: Our **Corporate Office** will be moving effective April 2nd! The new address will be: 4775 W. Teco Ave. Suite #140, Las Vegas, NV 89118

o. 702.483.2981 | f. 702.341.7733 | [www.RRFS.com](http://www.RRFS.com)

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**From:** Michelle Sergent [<mailto:msergent@first100llc.com>]  
**Sent:** Friday, April 05, 2013 2:26 PM  
**To:** Jennifer Mercer; Cameron Starner  
**Subject:** Tuscano

What happened at the senior sale scheduled for 3/6/13 for property 7255 W. Sunset #2046?

Thanks,

Michelle Sergent  
Office Manager

First 100, LLC  
10620 Southern Highlands Parkway, Suite 110-485  
Las Vegas, Nevada 89141  
(702) 823-3600 ext. 114

## Robert Atkinson

---

**From:** Michelle Sergent <msergent@first100llc.com>  
**Sent:** Tuesday, January 22, 2013 12:41 PM  
**To:** Robert Atkinson  
**Subject:** Re: PSA

I am finishing that one now- should have it to you by 3

On Tue, Jan 22, 2013 at 12:38 PM, Robert Atkinson <[Robert@nv-lawfirm.com](mailto:Robert@nv-lawfirm.com)> wrote:

Need excel table for Tuscano too.

-Robert

---

**Robert Atkinson, Esq.**

### Attorney

☎ Office: (702) 614-0600

✉ Email: [robert@nv-lawfirm.com](mailto:robert@nv-lawfirm.com)

☎ Fax: (702) 614-0647

8965 South Eastern Ave Suite 350

Las Vegas, NV 89123

Notice: If this email was sent to a client or prospective client,  
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**From:** Michelle Sergent [<mailto:msergent@first100llc.com>]  
**Sent:** Wednesday, January 16, 2013 5:18 PM

**To:** Robert Atkinson; Chris Wood; Jay Bloom; [bartr@first100llc.com](mailto:bartr@first100llc.com)

**Subject:** PSA

Robert:

Can you please prepare a PSA for Tuscano Homeowners' Association?

Thanks,

--

Michelle Sergent

Office Manager

First 100, LLC

11920 Southern Highlands Parkway, Suite 200

Las Vegas, Nevada 89141

--

Michelle Sergent

Office Manager

First 100, LLC

11920 Southern Highlands Parkway, Suite 200

Las Vegas, Nevada 89141

## Robert Atkinson

---

**From:** Robert Atkinson  
**Sent:** Friday, March 29, 2013 9:10 AM  
**To:** 'Michelle Sergent (msergent@first100llc.com)'  
**Subject:** New invoice  
**Attachments:** ULS-009.pdf

For Somerset, Tuscano, and Southgate

Thx

---

**Robert Atkinson, Esq.**

### Attorney

☎ Office: (702) 614-0600  
✉ Email: [robert@nv-lawfirm.com](mailto:robert@nv-lawfirm.com)  
☎ Fax: (702) 614-0647

8965 South Eastern Ave Suite 350  
Las Vegas, NV 89123

*Notice: If this email was sent to a client or prospective client,  
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**Robert Atkinson**

---

**From:** Robert Atkinson  
**Sent:** Thursday, January 17, 2013 10:30 AM  
**To:** 'Michelle Sergent'  
**Subject:** RE: PSA

Hi, do you have the excel table for them?

-Robert

---

**Robert Atkinson, Esq.**

**Attorney**

☎ Office: (702) 614-0600  
✉ Email: [robert@nv-lawfirm.com](mailto:robert@nv-lawfirm.com)  
☎ Fax: (702) 614-0647

8965 South Eastern Ave Suite 350  
Las Vegas, NV 89123

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**From:** Michelle Sergent [<mailto:msergent@first100llc.com>]  
**Sent:** Wednesday, January 16, 2013 5:18 PM  
**To:** Robert Atkinson; Chris Wood; Jay Bloom; [bartr@first100llc.com](mailto:bartr@first100llc.com)  
**Subject:** PSA

Robert:

Can you please prepare a PSA for Tuscano Homeowners' Association?

Thanks,

--

Michelle Sergent  
Office Manager

First 100, LLC  
11920 Southern Highlands Parkway, Suite 200  
Las Vegas, Nevada 89141

## Robert Atkinson

---

**From:** Robert Atkinson  
**Sent:** Tuesday, June 25, 2013 12:21 PM  
**To:** 'Dustin Lewis'  
**Cc:** 'Jay L. Bloom (jbloom@first100llc.com)'; 'Jen Ransom'  
**Subject:** RE: PRR June 25  
**Attachments:** PRR 06-25-13.xlsx

PRR attached.

-Robert

---

## Robert Atkinson, Esq.

### Attorney

☎ Office: (702) 614-0600  
✉ Email: [robert@nv-lawfirm.com](mailto:robert@nv-lawfirm.com)  
☎ Fax: (702) 614-0647

8965 South Eastern Ave Suite 350  
Las Vegas, NV 89123

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then it is a PRIVILEGED and CONFIDENTIAL communication.

---

**From:** Dustin Lewis [<mailto:dmlewis@llbradford.com>]  
**Sent:** Tuesday, June 25, 2013 9:40 AM  
**To:** Robert Atkinson  
**Cc:** Jay L. Bloom ([jbloom@first100llc.com](mailto:jbloom@first100llc.com)); Jen Ransom  
**Subject:** Re: PRR June 25

Should a PRR be attached?

On Jun 25, 2013, at 8:23 AM, "Robert Atkinson" <[Robert@nv-lawfirm.com](mailto:Robert@nv-lawfirm.com)> wrote:

\$12,880.95 wired to F100 today.

---

## Robert Atkinson, Esq.

### Attorney

☎ Office: (702) 614-0600  
✉ Email: [robert@nv-lawfirm.com](mailto:robert@nv-lawfirm.com)  
☎ Fax: (702) 614-0647

8965 South Eastern Ave Suite 350  
Las Vegas, NV 89123

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The information contained in this e-mail is intended only for the personal and confidential use of the recipient named above. If you have received this communication in error, please notify us immediately by e-mail and delete the original message.



**Robert Atkinson**

---

**From:** Robert Atkinson  
**Sent:** Tuesday, January 22, 2013 12:38 PM  
**To:** 'Michelle Sergent'  
**Subject:** RE: PSA

Need excel table for Tuscano too.

-Robert

---

**Robert Atkinson, Esq.**

**Attorney**

☎ **Office:** (702) 614-0600  
✉ **Email:** [robert@nv-lawfirm.com](mailto:robert@nv-lawfirm.com)  
☎ **Fax:** (702) 614-0647

**8965 South Eastern Ave Suite 350  
Las Vegas, NV 89123**

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

**From:** Michelle Sergent [<mailto:msergent@first100llc.com>]  
**Sent:** Wednesday, January 16, 2013 5:18 PM  
**To:** Robert Atkinson; Chris Wood; Jay Bloom; [bartr@first100llc.com](mailto:bartr@first100llc.com)  
**Subject:** PSA

Robert:

Can you please prepare a PSA for Tuscano Homeowners' Association?

Thanks,

--  
Michelle Sergent  
Office Manager

First 100, LLC  
11920 Southern Highlands Parkway, Suite 200  
Las Vegas, Nevada 89141

	7255 W. Sunset Rd., #2024	\$ 6,269.00	\$ 1,179.00
	Total	\$ 49,878.56	\$ 13,572.00

--  
Michelle Sergent  
Office Manager

First 100, LLC  
11920 Southern Highlands Parkway, Suite 200  
Las Vegas, Nevada 89141

## Robert Atkinson

---

**From:** Michelle Sergent <msergent@first100llc.com>  
**Sent:** Thursday, January 17, 2013 10:39 AM  
**To:** Robert Atkinson  
**Subject:** Re: PSA

I'm sorry, promise I'll get this right. In a meeting, will send when I get to office.

Sent from my iPhone

On Jan 17, 2013, at 10:29 AM, Robert Atkinson <[Robert@nv-lawfirm.com](mailto:Robert@nv-lawfirm.com)> wrote:

Hi, do you have the excel table for them?

-Robert

---

**Robert Atkinson, Esq.**

**Attorney**

☎ Office: (702) 614-0600  
✉ Email: [robert@nv-lawfirm.com](mailto:robert@nv-lawfirm.com)  
☎ Fax: (702) 614-0647

8965 South Eastern Ave Suite 350  
Las Vegas, NV 89123

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

**From:** Michelle Sergent [<mailto:msergent@first100llc.com>]  
**Sent:** Wednesday, January 16, 2013 5:18 PM  
**To:** Robert Atkinson; Chris Wood; Jay Bloom; [bartr@first100llc.com](mailto:bartr@first100llc.com)  
**Subject:** PSA

Robert:

Can you please prepare a PSA for Tuscano Homeowners' Association?

Thanks,

--

Michelle Sergent  
Office Manager

First 100, LLC  
11920 Southern Highlands Parkway, Suite 200  
Las Vegas, Nevada 89141

# **EXHIBIT 18**

# **EXHIBIT 18**

AKERMAN LLP

1160 TOWN CENTER DRIVE, SUITE 330  
LAS VEGAS, NEVADA 89144  
TEL.: (702) 634-5000 - FAX: (702) 380-8572

1 **SUBP**

2 ARIEL E. STERN, ESQ.

3 Nevada Bar No. 8276

4 ALLISON R. SCHMIDT, ESQ.

5 Nevada Bar No. 10743

6 AKERMAN LLP

7 1160 Town Center Drive, Suite 330

8 Las Vegas, NV 89144

9 Telephone: (702) 634-5000

10 Facsimile: (702) 380-8572

11 Email: ariel.stern@akerman.com

12 Email: allison.schmidt@akerman.com

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

15 **EIGHTH JUDICIAL DISTRICT COURT**

16 **CLARK COUNTY, NEVADA**

17 WEST SUNSET 2050 TRUST, a Nevada Trust,

18 Plaintiff,

19 v.

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

Defendants.

NATIONSTAR MORTGAGE, LLC,

Counterclaimant,

v.

WEST SUNSET 2050 TRUST, a Nevada Trust,

Counter-Defendant.

Case No.: A-13-691323-C

Dept.: XXI

SUBPOENA - CIVIL

☐ REGULAR ☒ DUCES TECUM

RECEIVED

DEC 23 2014

JOHN PETER LEE

{30081510;1}

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1569  
NSM000456

1 NATIONSTAR MORTGAGE, LLC,  
2 Cross-Claimant,  
3 v.  
4 STEPHANIE TABLANTE,  
5 Cross-Defendant.  
6  
7

8 **THE STATE OF NEVADA SENDS GREETINGS TO:**


9 Custodian of Records  
10 JOHN PETER LEE, LTD.  
830 LAS VEGAS BLVD. SOUTH  
11 LAS VEGAS, NV 89101

12 **YOU ARE HEREBY COMMANDED**, that all and singular, business and excuses set  
13 aside, to produce any and all documents in your possession, custody or control, including your work  
14 file relating to the dealings detailed in **Exhibit "A"**, enclosed herewith. Please mail these  
15 documents to Ariel E. Stern, Esq. and Allison R. Schmidt, of Akerman, LLP located at 1160 N.  
16 Town Center Drive, Suite 330, Las Vegas, Nevada 89144 by **January 9, 2015**.

17 If you fail to produce these documents you will be deemed guilty of contempt of Court and  
18 liable to pay all losses and damages caused by your failure to appear.

19 DATED this 19th day of December, 2014.

20 AKERMAN LLP

21   
22 ARIEL E. STERN, ESQ.  
Nevada Bar No. 8276  
23 ALLISON R. SCHMIDT, ESQ.  
Nevada Bar No. 10743  
24 1160 Town Center Drive, Suite 330  
Las Vegas, Nevada 89144

25 *Attorneys for Nationstar Mortgage, LLC*  
26  
27  
28

**EXHIBIT "A"**  
**ITEMS TO BE PRODUCED**

YOU ARE COMMANDED to produce at the time, date, and place set forth in the Subpoena *Duces Tecum* copies of any and all information, not privileged, in your possession, custody or control, or that of your attorneys, employees, agents, adjusters, investigators or other representative(s), or is otherwise available to you, in the form of documents and electronically stored information, or permit for inspection, testing, or sampling of the material that cannot be copied relating to:

Stephanie Tablante  
7255 W. Sunset Road, unit 2050  
Las Vegas Nevada 89113  
APN: 176-03-510-102

The above documentation should include but is not limited to:

- 1) All correspondence between John Peter Lee, LTD, its employees, attorneys and agents and New Freedom Mortgage Corporation and proof of mailing/transmission;
- 2) All correspondence between John Peter Lee, LTD, its employees, attorneys and agents and Nationstar Mortgage, LLC and proof of mailing/transmission;
- 3) All correspondence between John Peter Lee, LTD, its employees, attorneys and agents and Bank of America, NA and proof of mailing/transmission;
- 4) All documentation and information (including electronic) related to the deed in lieu of foreclosure which was recorded first as instrument no. 201103030003444, and was later re-recorded as instrument no. 201106210002567 in the official records of Clark County Nevada;
- 5) Any documentation relating to or demonstrating approval from any lender or servicer to record the deed in lieu of foreclosure which was recorded first as instrument no. 201103030003444, and was later re-recorded as instrument no. 201106210002567 in the official records of Clark County Nevada

All items produced in response to this request shall be accompanied by a completed Affidavit of Custodian of Records (attached as **Exhibit B**).

## EXHIBIT "B"

AFFIDAVIT OF CUSTODIAN OF RECORDS

STATE OF NEVADA        )  
COUNTY OF CLARK        ) ss.

Affiant being first duly sworn, deposes and says:

1. That the Affiant is the Custodian of Records for John Peter Lee, LTD, and in such capacity, is the Custodian of Records of the documents produced.
2. That Affiant received a Subpoena *Duces Tecum* in the matter *West Sunset 2050 Trust v. New Freedom Mortgage Corporation, et al.*, case no. A-13-691323-C calling for the production of records regarding Stephanie Tablante and the property located at 7255 W. Sunset Road, unit 2050, Las Vegas Nevada 89113, as listed in Exhibit A.
3. That the Custodian of Records has examined the originals of those records and has made or caused to be made a true and exact copy of them and that the reproduction of them attached hereto is true and complete.
4. That the original of these records supplied are and were maintained and duly relied upon in the normal course and scope of the business.
5. Affiant declares under penalty of perjury that the foregoing is true and correct.

IF NO RECORDS, INITIAL NO. 1 BELOW AND SIGN:

1. \_\_\_\_\_ I hereby declare under penalty of perjury that a thorough search of our records has been conducted and to the best of my knowledge there are no records for the above referenced person.

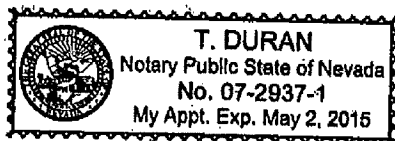
SUBSCRIBED AND SWORN to before me

this 7 day of January, 2015

T. Duran  
Notary Public of and for said County and State

Mark Tibbet  
Custodian of Records [Print Name]

ME Sott  
Custodian of Records [Signature]





NRCP 45(c) and (d)

(c) Protection of Persons Subject to Subpoena.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it:

- (i) fails to allow reasonable time for compliance;
- (ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held, or
- (iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or
- (iv) subjects a person to undue burden.

(B) If a subpoena

- (i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or
- (ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party,

the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

**(d) Duties in Responding to Subpoena.**

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

[As amended; effective January 1, 2005.]



**MICHELE W. SHAFE**  
Clark County Assessor

(702) 455-3882 • Fax: (702) 455-5553  
[www.ClarkCountyNV.gov/assessor](http://www.ClarkCountyNV.gov/assessor)



MEMBER  
International Association  
of Assessing Officers

Rocky A. Steele, Assistant Director of Assessment Services

March 18, 2011

NEW FREEDOM MORTGAGE CORP  
2363 S FOOTHILL DR  
SALT LAKE CITY UT 84109

RE: APN: 176-03-510-102  
DOCUMENT: 20110303:03444

This is to inform you the Assessor's Office has encountered difficulty in processing the above referenced document as the legal description is either incorrect, incomplete or missing from the above referenced document (see attached copy for further information).

You may wish to contact your title company, attorney or surveyor for assistance in resolving this matter.

Corrective documents should be forwarded to the Clark County Recorder's Office at 500 S. Grand Central Parkway, Las Vegas, NV 89155 along with sufficient recording fees. Please do not forward any corrective documents to the Assessor's Office. Also, please be aware that the Recorder's Office will only accept corrections made on either the original or a certified copy issued by the Recorder for recordation. They will not accept corrections made on the enclosed copies.

If you have any questions or need further information, please do not hesitate to contact me at 455-3881.

Linda J. Abeyta  
Appraisal Technician

ENC.



Inst #: 201103030003444

Fees: \$17.00 N/C Fee: \$25.00

RPTT: \$499.80 Ex: #

03/03/2011 01:40:52 PM

Receipt #: 594986

Requestor:

JOHN PETER LEE LTD

Recorded By: JRV Pgs: 5

DEBBIE CONWAY

CLARK COUNTY RECORDER

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.

**COPY**

1620

1576  
NSM000463

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 1<sup>st</sup> 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

*Missing Legal Description?*

*See Reference*

**COPY**

1621

1577  
NSM000464

Reference

20051207-0002366

A.P.N.: 176-03-510-102  
File No: 101-2237055 (SC)  
R.P.T.T.: \$1,002.16

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

When Recorded Mail To: Mail Tax Statements To:  
Stephanie Tablante  
7255 West Sunset Road Unit 2050  
Las Vegas, NV 89113

US6

(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.

COPY

**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

# UNIFORM BORROWER ASSISTANCE FORM

If you are experiencing a temporary or long-term hardship and need help, you must complete and submit this form along with other required documentation to be considered for available solutions. On this page, you must disclose information about (1) you and your intentions to either keep or transition out of your home; (2) the property's status; (3) real estate taxes; (4) homeowner's insurance premiums; (5) bankruptcy; (6) your credit counseling agency, and (7) other liens, if any, on your property.

On Page 2, you must disclose information about all of your income, expenses and assets. Page 2 also lists the required income documentation that you must submit in support of your request for assistance. Then on Page 3, you must complete the Hardship Affidavit in which you disclose the nature of your hardship. The Hardship Affidavit informs you of the required documentation that you must submit in support of your hardship claim.

**NOTICE:** In addition, when you sign and date this form, you will make important certifications, representations and agreements, including certifying that all of the information in this Borrower Assistance Form is accurate and truthful and any identified hardship has contributed to your submission of this request for mortgage relief.

**REMINDER:** The Borrower Response Package you need to return consists of: (1) this completed, signed and dated Borrower Assistance Form; (2) completed and signed IRS Form 4506T-EZ; (3) required income documentation, and (4) required hardship documentation.

Loan I.D. Number \_\_\_\_\_ (usually found on your monthly mortgage statement)

I want to: ☐ Keep the Property ☐ Sell the Property

The property is currently: ☐ My Primary Residence ☐ A Second Home ☐ An Investment Property

The property is currently: ☐ Owner Occupied ☐ Renter occupied ☐ Vacant

BORROWER		CO-BORROWER	
BORROWER'S NAME		CO-BORROWER'S NAME	
SOCIAL SECURITY NUMBER	DATE OF BIRTH	SOCIAL SECURITY NUMBER	DATE OF BIRTH
HOME PHONE NUMBER WITH AREA CODE		HOME PHONE NUMBER WITH AREA CODE	
CELL OR WORK NUMBER WITH AREA CODE		CELL OR WORK NUMBER WITH AREA CODE	
MAILING ADDRESS			
PROPERTY ADDRESS (IF SAME AS MAILING ADDRESS, JUST WRITE SAME)		EMAIL ADDRESS	
<p>Is the property listed for sale? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, what was the listing date? _____</p> <p>If property has been listed for sale, have you received an offer on the property? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Date of offer: _____ Amount of Offer: \$ _____</p> <p>Agent's Name: _____</p> <p>Agent's Phone Number: _____</p> <p>For Sale by Owner? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		<p>Have you contacted a credit-counseling agency for help? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, please complete the counselor contact information below:</p> <p>Counselor's Name: _____</p> <p>Agency's Name: _____</p> <p>Counselor's Phone Number: _____</p> <p>Counselor's Email Address: _____</p>	
<p>Do you have condominium or homeowner association (HOA) fees? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Total monthly amount: \$ _____</p> <p>Name and address that fees are paid to: _____</p>			
<p>Have you filed for bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes: <input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 13 Filing Date: _____</p> <p>Has your bankruptcy been discharged? <input type="checkbox"/> Yes <input type="checkbox"/> No Bankruptcy case number: _____</p>			



# UNIFORM BORROWER ASSISTANCE FORM

Monthly Household Income		Monthly Household Expenses/Debt		Household Assets (associated with the property and/or borrower(s))	
Monthly Gross wages	\$	First Mortgage Payment	\$	Checking Account(s)	\$
Overtime	\$	Second Mortgage Payment	\$	Checking Account(s)	\$
Child Support / Alimony*	\$	Homeowner's Insurance	\$	Savings / Money Market	\$
Non-taxable social security/SSDI	\$	Property Taxes	\$	CDs	\$
Taxable SS benefits or other monthly income from annuities or retirement plans	\$	Credit Cards / Installment Loan(s) (total minimum payment per month)	\$	Stocks / Bonds	\$
Tips, commissions, bonus and self-employed income	\$	Alimony, child support payments	\$	Other Cash on Hand	\$
Rents Received	\$	Car Lease Payments	\$	Other Real Estate (estimated value)	\$
Unemployment Income	\$	HOA/Condo Fees/Property Maintenance	\$	Other	\$
Food Stamps/Welfare	\$	Mortgage Payments on other properties	\$		\$
Other	\$	Other	\$		\$
<b>Total (Gross Income)</b>	<b>\$</b>	<b>Total Debt/Expenses</b>	<b>\$</b>	<b>Total Assets</b>	<b>\$</b>

\*Notice: Alimony, child support, or separate maintenance income need not be revealed if you do not choose to have it considered for repaying this loan.

Lien Holder's Name	Balance / Interest Rate	Loan Number

## Required Income Documentation

<input checked="" type="checkbox"/> <b>Do you earn a wage?</b> For each borrower who is a salaried employee or hourly wage earner, include the most recent pay stub that reflects at least 30 days of year-to-date earnings for each borrower.	<input checked="" type="checkbox"/> <b>Are you self-employed?</b> For each borrower who receives self-employed income, include a complete, signed Individual federal income tax return and, as applicable, the business tax return; AND either the most recent signed and dated quarterly or year-to-date profit/loss statement that reflects activity for the most recent three months; OR copies of bank statements for the business account for the last two months evidencing continuation of business activity.
<input checked="" type="checkbox"/> <b>Do you have any additional sources of income? Provide for each borrower as applicable:</b> <b>"Other Earned Income" such as bonuses, commissions, housing allowance, tips, or overtime:</b> <input type="checkbox"/> Reliable third-party documentation describing the amount and nature of the income (e.g., employment contract or printouts documenting tip income). <b>Social Security, disability or death benefits, pension, public assistance, or adoption assistance:</b> <input type="checkbox"/> Documentation showing the amount and frequency of the benefits, such as letters, exhibits, disability policy or benefits statement from the provider, and <input type="checkbox"/> Documentation showing the receipt of payment, such as copies of the two most recent bank statements showing deposit amounts. <b>Rental income:</b> <input type="checkbox"/> Copy of the most recent filed federal tax return with all schedules, including Schedule E—Supplement Income and Loss. Rental income for qualifying purposes will be 75% of the gross rent reduced by the monthly debt service on the property, if applicable; or <input type="checkbox"/> If rental income is not reported on Schedule E—Supplemental Income and Loss, provide a copy of the current lease agreement with either bank statements or cancelled rent checks demonstrating receipt of rent. <b>Investment Income:</b> <input type="checkbox"/> Copies of the two most recent investment statements or bank statements supporting receipt of this income. <b>Alimony, child support, or separation maintenance payments as qualifying income:*</b> <input type="checkbox"/> Copy of divorce decree, separation agreement, or other written legal agreement filed with a court, or court decree that states the amount of the alimony, child support, or separation maintenance payments and the period of time over which the payments will be received, and <input type="checkbox"/> Copies of your two most recent bank statements or other third-party documents showing receipt of payment. <b>*Notice: Alimony, child support, or separate maintenance income need not be revealed if you do not choose to have it considered for repaying this loan.</b>	

# UNIFORM BORROWER ASSISTANCE FORM

## HARDSHIP AFFIDAVIT

(provide a written explanation with this request describing the specific nature of your hardship)

I am requesting review of my current financial situation to determine whether I qualify for temporary or permanent mortgage relief options.

Date Hardship Began is: \_\_\_\_\_

I believe that my situation is:

- ☐ Short-term (under 6 months)  
☐ Medium-term (6 – 12 months)  
☐ Long-term or Permanent Hardship (greater than 12 months)

I am having difficulty making my monthly payment because of reasons set forth below

(Please check all that apply, and submit required documentation demonstrating your hardship)

If your Hardship is:	Then the Required Hardship Documentation is:
<input checked="" type="checkbox"/> Unemployment	<input type="checkbox"/> No hardship documentation required
<input checked="" type="checkbox"/> Underemployment	<input type="checkbox"/> No hardship documentation required, as long as you have submitted the income documentation that supports the income described in the Required Income Documentation section above
<input checked="" type="checkbox"/> Income reduction (e.g., elimination of overtime, reduction in regular working hours, or a reduction in base pay)	<input type="checkbox"/> No hardship documentation required, as long as you have submitted the income documentation that supports the income described in the Required Income Documentation section above
<input checked="" type="checkbox"/> Divorce or legal separation; Separation of Borrowers unrelated by marriage, civil union or similar domestic partnership under applicable law	<input type="checkbox"/> Divorce decree signed by the court; OR <input type="checkbox"/> Separation agreement signed by the court; OR <input type="checkbox"/> Current credit report evidencing divorce, separation, or non-occupying borrower has a different address; OR <input type="checkbox"/> Recorded quitclaim deed evidencing that the non-occupying Borrower or co-Borrower has relinquished all rights to the property
<input checked="" type="checkbox"/> Death of a borrower or death of either the primary or secondary wage earner in the household	<input type="checkbox"/> Death certificate; OR <input type="checkbox"/> Obituary or newspaper article reporting the death
<input checked="" type="checkbox"/> Long-term or permanent disability; Serious illness of a borrower/co-borrower or dependent family member	<input type="checkbox"/> Doctor's certificate of illness or disability; OR <input type="checkbox"/> Medical bills; OR <input type="checkbox"/> Proof of monthly insurance benefits or government assistance (if applicable)
<input checked="" type="checkbox"/> Disaster (natural or man-made) adversely impacting the property or Borrower's place of employment	<input type="checkbox"/> Insurance claim; OR <input type="checkbox"/> Federal Emergency Management Agency grant or Small Business Administration loan; OR <input type="checkbox"/> Borrower or Employer property located in a federally declared disaster area
<input checked="" type="checkbox"/> Distant employment transfer	<input type="checkbox"/> No hardship documentation required
<input checked="" type="checkbox"/> Business Failure	<input type="checkbox"/> Tax return from the previous year (including all schedules) AND <input type="checkbox"/> Proof of business failure supported by one of the following: <ul style="list-style-type: none"> <li>• Bankruptcy filing for the business; or</li> <li>• Two months recent bank statements for the business account evidencing cessation of business activity; or</li> <li>• Most recent signed and dated quarterly or year-to-date profit and loss statement</li> </ul>

## UNIFORM BORROWER ASSISTANCE FORM

### Borrower/Co-Borrower Acknowledgement and Agreement

1. I certify that all of the information in this Borrower Assistance Form is truthful and the hardship(s) identified above has contributed to submission of this request for mortgage relief.
2. I understand and acknowledge that the Servicer, owner or guarantor of my mortgage, or their agent(s) may investigate the accuracy of my statements, may require me to provide additional supporting documentation, and that knowingly submitting false information may violate Federal and other applicable law.
3. I understand the Servicer will obtain a current credit report on all borrowers obligated on the Note.
4. I understand that if I have intentionally defaulted on my existing mortgage, engaged in fraud or misrepresented any fact(s) in connection with this request for mortgage relief or if I do not provide all required documentation, the Servicer may cancel any mortgage relief granted and may pursue foreclosure on my home and/or pursue any available legal remedies.
5. I certify that my property has not received a condemnation notice.
6. I certify that I am willing to provide all requested documents and to respond to all Servicer communications in a timely manner. I understand that time is of the essence.
7. I understand that the Servicer will use this information to evaluate my eligibility for available relief options and foreclosure alternatives, but the Servicer is not obligated to offer me assistance based solely on the representations in this document or other documentation submitted in connection with my request.
8. If I am eligible for a trial period plan, repayment plan, or forbearance plan, and I accept and agree to all terms of such plan, I also agree that the terms of this Acknowledgment and Agreement are incorporated into such plan by reference as if set forth in such plan in full. My first timely payment following my Servicer's determination and notification of my eligibility or prequalification for a trial period plan, repayment plan, or forbearance plan (when applicable) will serve as acceptance of the terms set forth in the notice sent to me that sets forth the terms and conditions of the trial period plan, repayment plan, or forbearance plan.
9. I agree that when the Servicer accepts and posts a payment during the term of any repayment plan, trial period plan, or forbearance plan it will be without prejudice to, and will not be deemed a waiver of, the acceleration of my loan or foreclosure action and related activities and shall not constitute a cure of my default under my loan unless such payments are sufficient to completely cure my entire default under my loan.
10. I agree that any prior waiver as to my payment of escrow items to the Servicer in connection with my loan has been revoked.
11. If I qualify for and enter into a repayment plan, forbearance plan, and trial period plan, I agree to the establishment of an escrow account and the payment of escrow items if an escrow account never existed on my loan.
12. I understand that the Servicer will collect and record personal information that I submit in this Borrower Response Package and during the evaluation process, including, but not limited to, my name, address, telephone number, social security number, credit score, income, payment history, and information about my account balances and activity. I understand and consent to the Servicer's disclosure of my personal information and the terms of any relief or foreclosure alternative that I receive to any investor, insurer, guarantor, or servicer that owns, insures, guarantees, or services my first lien or subordinate lien (if applicable) mortgage loan(s) or to any HUD-certified housing counselor.
13. If I am eligible for foreclosure prevention relief under the federal Making Home Affordable Program, I understand and consent to the disclosure of my personal information and the terms of any Making Home Affordable Agreement by the Servicer to (a) the U.S. Department of the Treasury, (b) Fannie Mae and Freddie Mac in connection with their responsibilities under the Homeowner Affordability and Stability Plan, and (c) companies that perform support services in conjunction with Making Home Affordable.
14. I consent to being contacted concerning this request for mortgage assistance at any cellular or mobile telephone number I have provided to the Lender. This includes text messages and telephone calls to my cellular or mobile telephone.

\_\_\_\_\_  
Borrower Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Borrower Signature

\_\_\_\_\_  
Date

Subject: Deed in Lieu Welcome

From: Hoke, Keith (keith.hoke@bankofamerica.com)

To: tsupaluks@yahoo.com;

Date: Wednesday, July 11, 2012 2:03 PM

*g*

**We need all documents no later than the next five (5) business days to ensure compliance with the investor's requirements.**

### Hardship Letter

One Month's Proof of Income (pay stubs) or unemployment award letter

2 Months Bank Statements (all accounts, all pages)

2010 and 2011 Tax Returns (complete with all schedules)

Form 710 (attached)

4506T Form (attached-please read instructions below. Your request will be delayed/ declined if completed incorrectly)

Listing Agreement

Listing Addendums (all signed price changes and listing extensions)

MLS Listing history sheet

Lien Releases (if applicable)

### 4506T Instructions

- **Line 1a**

- Name shown on tax return. Please be sure to cross reference each year's return to ensure that the names match exactly. If your name varies on your tax returns for each year, please complete a separate 4506T for each version of your name. Failure to do so may result in termination of your request.
  - *Example: If the 2010 return details the name John Smith, and 2011 details the name John A. Smith, two 4506T forms would be required, due to the addition of a middle initial in 2010.*

- **Line 1b**

- Social security number, as found on your tax returns.

- **Line 2a and 2b**

- Please complete these lines using the instructions above, if applicable. If it does not apply, please leave blank.

- **Line 3**
  - Please list clearly the address where you are **currently** residing.
- **Line 4**
  - Please list clearly the address that was detailed on the tax return(s) in question. If the previous address varies on your tax returns for each year, please complete a separate 4506T for each address.
- **Line 5**
  - Enter "Bank of America" in line 5. No address/phone number is required at this time.
- **Line 6 (plus sub items a., b., and c.)**
  - Please enter 1040 in line 6, unless you are self employed, or if other tax forms apply. For sub-items a, b, and c, please check all boxes that apply to you. If you are unsure, please select all boxes to ensure that there are no delays.
- **Line 7 and 8**
  - Please check these boxes, if they apply. If unsure, please ensure that all boxes are checked to ensure that there are no delays.
- **Line 9**
  - Please write out the tax years, in full, as detailed in the instructions. The tax years **MUST** read as follows:
    - 12/31/2010 and 12/31/2011
- **Signature Sections**
  - Please sign, and date (in format MM/DD/YYYY), and provide a telephone number.

Please fax to: 212.548.8848 or email to [keith.hoke@bankofamerica.com](mailto:keith.hoke@bankofamerica.com)

Please include your loan number when emailing or faxing documents.

**Keith Hoke**

Deed In Lieu Specialist

Bank Of America

Wilmington, DE - Bracebridge IV

**Direct Dial: 302.432.1573**

**Fax: 212.548.8848**

Mail Code: DE5-004-05-08

[keith.hoke@bankofamerica.com](mailto:keith.hoke@bankofamerica.com)



"This is an attempt to collect a debt. Any information collected may be used for that purpose."

Visit <http://home.loanhelp.bankofamerica.com/en/index.html> for education and information on all home loan assistance programs available to

distressed homeowners.

For immediate questions regarding foreclosure, please call 800.669.6607. For immediate questions regarding Deed In Lieu, please call 877.430.3411. For immediate questions for all other issues, please call 800.669.6650

If you do not receive a response within 2 business days, please contact my manager, Brian Kevil at [brian.kevil@bankofamerica.com](mailto:brian.kevil@bankofamerica.com)

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This message w/attachments (message) is intended solely for the use of the intended recipient(s) and may contain information that is privileged, confidential or proprietary. If you are not an intended recipient, please notify the sender, and then please delete and destroy all copies and attachments, and be advised that any review or dissemination of, or the taking of any action in reliance on, the information contained in or attached to this message is prohibited.

Unless specifically indicated, this message is not an offer to sell or a solicitation of any investment products or other financial product or service, an official confirmation of any transaction, or an official statement of Sender. Subject to applicable law, Sender may intercept, monitor, review and retain e-communications (EC) traveling through its networks/systems and may produce any such EC to regulators, law enforcement, in litigation and as required by law.

The laws of the country of each sender/recipient may impact the handling of EC, and EC may be archived, supervised and produced in countries other than the country in which you are located. This message cannot be guaranteed to be secure or free of errors or viruses.

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Form **4506-T**

(Rev. January 2010)

Department of the Treasury  
Internal Revenue Service**Request for Transcript of Tax Return**

▶ Request may be rejected if the form is incomplete or illegible.

OMB No. 1545-1872

**Tip.** Use Form 4506-T to order a transcript or other return information free of charge. See the product list below. You can also call 1-800-829-1040 to order a transcript. If you need a copy of your return, use Form 4506, Request for Copy of Tax Return. There is a fee to get a copy of your return.

1a Name shown on tax return. If a joint return, enter the name shown first.	1b First social security number on tax return or employer identification number (see instructions)
2a If a joint return, enter spouse's name shown on tax return.	2b Second social security number if joint tax return
3 Current name, address (including apt., room, or suite no.), city, state, and ZIP code	
4 Previous address shown on the last return filed if different from line 3	

5 If the transcript or tax information is to be mailed to a third party (such as a mortgage company), enter the third party's name, address, and telephone number. The IRS has no control over what the third party does with the tax information.

**Bank of America Home Retention Services, 9700 Bissonnet Street, Suite 1500, Houston, TX 77036**

**Caution.** If the transcript is being mailed to a third party, ensure that you have filled in line 6 and line 9 before signing. Sign and date the form once you have filled in these lines. Completing these steps helps to protect your privacy.

- 6 **Transcript requested.** Enter the tax form number here (1040, 1065, 1120, etc.) and check the appropriate box below. Enter only one tax form number per request. ▶
- a **Return Transcript**, which includes most of the line items of a tax return as filed with the IRS. A tax return transcript does not reflect changes made to the account after the return is processed. Transcripts are only available for the following returns: Form 1040 series, Form 1065, Form 1120, Form 1120A, Form 1120H, Form 1120L, and Form 1120S. Return transcripts are available for the current year and returns processed during the prior 3 processing years. Most requests will be processed within 10 business days. ☐
  - b **Account Transcript**, which contains information on the financial status of the account, such as payments made on the account, penalty assessments, and adjustments made by you or the IRS after the return was filed. Return information is limited to items such as tax liability and estimated tax payments. Account transcripts are available for most returns. Most requests will be processed within 30 calendar days. ☐
  - c **Record of Account**, which is a combination of line item information and later adjustments to the account. Available for current year and 3 prior tax years. Most requests will be processed within 30 calendar days. ☐
  - 7 **Verification of Nonfiling**, which is proof from the IRS that you did not file a return for the year. Current year requests are only available after June 15th. There are no availability restrictions on prior year requests. Most requests will be processed within 10 business days. ☐
  - 8 **Form W-2, Form 1099 series, Form 1098 series, or Form 5498 series transcript.** The IRS can provide a transcript that includes data from these information returns. State or local information is not included with the Form W-2 information. The IRS may be able to provide this transcript information for up to 10 years. Information for the current year is generally not available until the year after it is filed with the IRS. For example, W-2 information for 2007, filed in 2008, will not be available from the IRS until 2009. If you need W-2 information for retirement purposes, you should contact the Social Security Administration at 1-800-772-1213. Most requests will be processed within 45 days. ☐

**Caution.** If you need a copy of Form W-2 or Form 1099, you should first contact the payer. To get a copy of the Form W-2 or Form 1099 filed with your return, you must use Form 4506 and request a copy of your return, which includes all attachments.

- 9 **Year or period requested.** Enter the ending date of the year or period, using the mm/dd/yyyy format. If you are requesting more than four years or periods, you must attach another Form 4506-T. For requests relating to quarterly tax returns, such as Form 941, you must enter each quarter or tax period separately.

**Signature of taxpayer(s).** I declare that I am either the taxpayer whose name is shown on line 1a or 2a, or a person authorized to obtain the tax information requested. If the request applies to a joint return, either husband or wife must sign. If signed by a corporate officer, partner, guardian, tax matters partner, executor, receiver, administrator, trustee, or party other than the taxpayer, I certify that I have the authority to execute Form 4506-T on behalf of the taxpayer. **Note.** For transcripts being sent to a third party, this form must be received within 120 days of signature date.

Telephone number of taxpayer on line 1a or 2a

**Sign Here**

Signature (see instructions)

Date

Title (if line 1a above is a corporation, partnership, estate, or trust)

Spouse's signature

Date

For Privacy Act and Paperwork Reduction Act Notice, see page 2.

Cat. No. 37667N

Form **4506-T** (Rev. 1-2010)

1631  
1587  
NSM000474

## General Instructions

**Purpose of form.** Use Form 4506-T to request tax return information. You can also designate a third party to receive the information. See line 5.

**Tip.** Use Form 4506, Request for Copy of Tax Return, to request copies of tax returns.

**Where to file.** Mail or fax Form 4506-T to the address below for the state you lived in, or the state your business was in, when that return was filed. There are two address charts: one for individual transcripts (Form 1040 series and Form W-2) and one for all other transcripts.

If you are requesting more than one transcript or other product and the chart below shows two different RAVS teams, send your request to the team based on the address of your most recent return.

**Automated transcript request.** You can call 1-800-829-1040 to order a transcript through the automated self-help system. Follow prompts for "questions about your tax account" to order a tax return transcript.

### Chart for individual transcripts (Form 1040 series and Form W-2)

If you filed an individual return and lived in:	Mail or fax to the "Internal Revenue Service" at:
Florida, Georgia, North Carolina, South Carolina	RAIVS Team P.O. Box 47-421 Stop 91 Doraville, GA 30362 770-455-2335
Alabama, Kentucky, Louisiana, Mississippi, Tennessee, Texas, a foreign country, or A.P.O. or F.P.O. address	RAIVS Team Stop 6716 AUSC Austin, TX 73301 512-460-2272
Alaska, Arizona, California, Colorado, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Utah, Washington, Wisconsin, Wyoming	RAIVS Team Stop 37106 Fresno, CA 93888 559-456-5876
Arkansas, Connecticut, Delaware, District of Columbia, Maine, Maryland, Massachusetts, Missouri, New Hampshire, New Jersey, New York, Ohio, Pennsylvania, Rhode Island, Vermont, Virginia, West Virginia	RAIVS Team Stop 6705 P-6 Kansas City, MO 64999 816-292-6102

### Chart for all other transcripts

If you lived in or your business was in:	Mail or fax to the "Internal Revenue Service" at:
Alabama, Alaska, Arizona, Arkansas, California, Colorado, Florida, Hawaii, Idaho, Iowa, Kansas, Louisiana, Minnesota, Mississippi, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Tennessee, Texas, Utah, Washington, Wyoming, a foreign country, or A.P.O. or F.P.O. address	RAIVS Team P.O. Box 9941 Mail Stop 6734 Ogden, UT 84409 801-620-6922
Connecticut, Delaware, District of Columbia, Georgia, Illinois, Indiana, Kentucky, Maine, Maryland, Massachusetts, Michigan, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Vermont, Virginia, West Virginia, Wisconsin	RAIVS Team P.O. Box 145500 Stop 2800 F Cincinnati, OH 45250 859-669-3592

**Line 1b.** Enter your employer identification number (EIN) if your request relates to a business return. Otherwise, enter the first social security number (SSN) shown on the return. For example, if you are requesting Form 1040 that includes Schedule C (Form 1040), enter your SSN.

**Line 6.** Enter only one tax form number per request.

**Signature and date.** Form 4506-T must be signed and dated by the taxpayer listed on line 1a or 2a. If you completed line 5 requesting the information be sent to a third party, the IRS must receive Form 4506-T within 120 days of the date signed by the taxpayer or it will be rejected.

**Individuals.** Transcripts of jointly filed tax returns may be furnished to either spouse. Only one signature is required. Sign Form 4506-T exactly as your name appeared on the original return. If you changed your name, also sign your current name.

**Corporations.** Generally, Form 4506-T can be signed by: (1) an officer having legal authority to bind the corporation, (2) any person designated by the board of directors or other governing body, or (3) any officer or employee on written request by any principal officer and attested to by the secretary or other officer.

**Partnerships.** Generally, Form 4506-T can be signed by any person who was a member of the partnership during any part of the tax period requested on line 9.

**All others.** See Internal Revenue Code section 6103(e) if the taxpayer has died, is insolvent, is a dissolved corporation, or if a trustee, guardian, executor, receiver, or administrator is acting for the taxpayer.

**Documentation.** For entities other than individuals, you must attach the authorization document. For example, this could be the letter from the principal officer authorizing an employee of the corporation or the Letters Testamentary authorizing an individual to act for an estate.

**Privacy Act and Paperwork Reduction Act Notice.** We ask for the information on this form to establish your right to gain access to the requested tax information under the Internal Revenue Code. We need this information to properly identify the tax information and respond to your request. You are not required to request any transcript; if you do request a transcript, sections 6103 and 6109 and their regulations require you to provide this information, including your SSN or EIN. If you do not provide this information, we may not be able to process your request. Providing false or fraudulent information may subject you to penalties.

Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation, and cities, states, and the District of Columbia for use in administering their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file Form 4506-T will vary depending on individual circumstances. The estimated average time is: **Learning about the law or the form, 10 min.; Preparing the form, 12 min.; and Copying, assembling, and sending the form to the IRS, 20 min.**

If you have comments concerning the accuracy of these time estimates or suggestions for making Form 4506-T simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:T:SP, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. Do not send the form to this address. Instead, see *Where to file* on this page.



CL-1

Inst #: 201106210002567  
Fees: \$18.00 N/C Fee: \$25.00  
RPTT: \$0.00 Ex: #003  
08/21/2011 01:48:08 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)

ASSESSOR'S COPY

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

C5-1

APN # 176-03-510-102

Deed in Lieu of Foreclosure

ASSESSOR'S COPY

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 ~~21<sup>st</sup>~~ 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.

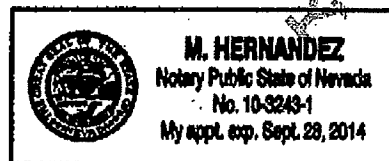
IN WITNESS WHEREOF the party of the first part has executed this Deed in Lieu of Foreclosure the day and year first hereinabove written.

  
Stephanie Tablante

STATE OF NEVADA     )  
                                  ) SS.:  
COUNTY OF CLARK    )

On June 21<sup>st</sup>, 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

\$ 499.80 773

4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090, Section 3

b. Explain Reason for Exemption: Re-Recording to add legal description #201103030003444

5. Partial Interest: Percentage being transferred: \_\_\_\_\_ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature [Signature]

Capacity Seller

Signature \_\_\_\_\_

Capacity \_\_\_\_\_

**SELLER (GRANTOR) INFORMATION**  
**(REQUIRED)**

Print Name: Stephanie Tablante

Address: 9037 Loggers Mile Ave.

City: Las Vegas

State: NV Zip: 89143

**BUYER (GRANTEE) INFORMATION**  
**(REQUIRED)**

Print Name: New Freedom Mortgage Corp

Address: 2363 South Foothill Dr.

City: Salt Lake City

State: UT Zip: 84109

**COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)**

Print Name: John Peter Lee, Ltd.

Escrow #: \_\_\_\_\_

Address: 830 Las Vegas Blvd., South

City: Las Vegas

State: NV Zip: 89101

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED



www.cclfirm.com

THE  
COOPER CASTLE  
LAW FIRM, LLP

A Multijurisdictional Law Firm

5275 S. Durango Drive  
Las Vegas, NV 89113  
T: (702) 435-4175  
F: (702) 877-7424

22601 N. 19<sup>th</sup> Avenue, Ste. 230  
Phoenix, AZ 85027  
T: (623) 582-1222  
F: (623) 582-9482

682 E. Vine Street, Ste. 7  
Murray, UT 84107  
T: (702) 435-4175  
F: (801) 263-7856

December 2, 2013

*Via U.S. Mail and facsimile: (702) 383-9950*

John Peter Lee, Esq.  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101

**RE: Stephanie Tablante / Deed In Lieu Of Foreclosure**

Dear Mr. Lee:

We represent Nationstar Mortgage, LLC, who is the present beneficiary of a deed of trust executed by Stephanie Tablante on or about November 29, 2005 pertaining to the property located at 7255 W. Sunset Road, Unit 2050, Las Vegas, Nevada 89113 (the "Property"). It has come to our attention that a document entitled "DEED IN LIEU OF FORECLOSURE" ("Deed in Lieu") was recorded by you on March 3, 2011, and re-recorded by you on June 21, 2011. See enclosed. The Deed in Lieu states that Ms. Tablante conveyed the Property to New Freedom Mortgage Corporation ("New Freedom") in full satisfaction of all obligations secured by the deed of trust. We are unaware of any agreement by New Freedom that a conveyance of the Property to New Freedom would satisfy the obligations of the deed of trust. Please provide any documentation you may have that evidences such an agreement.

If you have questions or comments, please feel free to call me at (702) 435-4175, ext. 134163.

Kind Regards,

The Cooper Castle Law Firm, LLP  
A Multijurisdictional Law Firm

Jason M. Peck, Esq.

Encl.



Nevada • Arizona • California • Utah

1639  
1595  
NSM000482

TRANSMISSION VERIFICATION REPORT

TIME : 12/02/2013 02:23  
NAME : CG FIRM  
FAX : 7028777424  
TEL : 7024354175  
SER.# : U63274C3J369527

DATE, TIME	12/02 02:19
FAX NO./NAME	3839950
DURATION	00:03:16
PAGE(S)	07
RESULT	OK
MODE	STANDARD



cl-1

Inet #: 201106210002567

Fees: \$18.00 N/C Fee: \$25.00

RPTT: \$0.00 Ex: #003

06/21/2011 01:48:06 PM

Receipt #: 819251

Requestor:

JOHN PETER LEE LTD

Recorded By: JRV Pgs: 6

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN # 176-03-510-102

Re-recorded to correct legal description  
(Deed in Lieu of Foreclosure)

**RE-RECORDED**

Recording requested by:

JOHN PETER LEE, LTD.

Return to:

John Peter Lee, Ltd.  
830 Las Vegas Boulevard South  
Las Vegas, NV 89101

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

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

Inst #: 201103030003444  
Fees: \$17.00 N/C Fee: \$25.00  
RPTT: \$499.80 Ex: #  
03/03/2011 01:40:52 PM  
Receipt #: 694986  
Requestor:  
JOHN PETER LEE LTD  
Recorded By: JRV Pgs: 5  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

(5-1)  
APN # 176-03-510-102

Deed in Lieu of Foreclosure

Recording requested by:

JOHN PETER LEE, LTD.

Return to:

John Peter Lee, Ltd.  
830 Las Vegas Boulevard South  
Las Vegas, NV 89101

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

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

APN 176-03-510-102

The undersigned hereby affirms that  
there is no Social Security number  
contained in this document.

WHEN RECORDED, RETURN TO:

New Freedom Mortgage Corporation  
2363 South Foothill Drive  
Salt Lake City, UT 84109

GRANTEE/MAIL TAX STATEMENTS TO:

New Freedom Mortgage Corporation  
2363 South Foothill Drive  
Salt Lake City, UT 84109

**DEED IN LIEU OF FORECLOSURE**

THIS INDENTURE, made and entered into this 21<sup>st</sup> 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.**

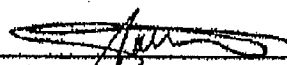
TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

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

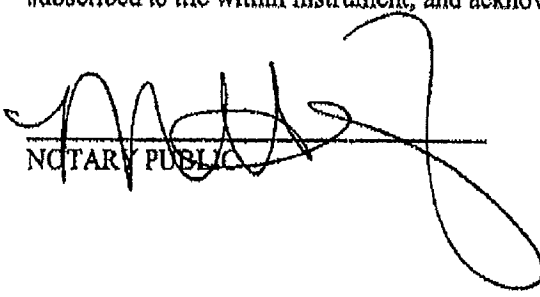
New Freedom Mortgage Corporation, trustee for party of the second part, beneficiary, Mortgage Electronic Registration Systems, Inc. ("MERS"), P.O. Box 2026, Flint, MI 48501-2026 nominee for lender, New Freedom Mortgage Corporation and recorded on December 7, 2005, in the Official Records of the Clark 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.

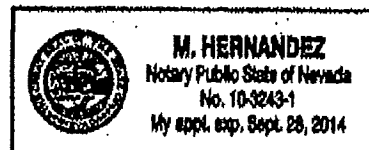
IN WITNESS WHEREOF the party of the first part has executed this Deed in Lieu of Foreclosure the day and year first hereinabove written.

  
Stephanie Tablante

STATE OF NEVADA     )  
                              ) SS.:  
COUNTY OF CLARK    )

On June 21<sup>st</sup>, 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)

( 57,977.00 )

c. Transfer Tax Value:

\$ 99,873.00

d. Real Property Transfer Tax Due

\$ 499.20 773

4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090, Section 3

b. Explain Reason for Exemption: Re-Recording to ~~original~~ legal  
description #201103030003444

5. Partial Interest: Percentage being transferred: \_\_\_\_\_ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature: [Signature]

Capacity: seller

Signature: \_\_\_\_\_

Capacity: \_\_\_\_\_

SELLER (GRANTOR) INFORMATION  
(REQUIRED)

Print Name: Stephanie Tablante  
Address: 9037 Loggers Mile Ave.  
City: Las Vegas  
State: NV Zip: 89143

BUYER (GRANTEE) INFORMATION  
(REQUIRED)

Print Name: New Freedom Mortgage Corp  
Address: 2363 South Foothill Dr.  
City: Salt Lake City  
State: UT Zip: 84109

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

Print Name: John Peter Lee, Ltd. Escrow #: \_\_\_\_\_  
Address: 830 Las Vegas Blvd., South  
City: Las Vegas State: NV Zip: 89101

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

# **EXHIBIT 19**

# **EXHIBIT 19**

2759104  
Tablante

CW  
106923271

File No. 101-2237055  
Page 1 of 15

Form No. 1056.92  
(10/17/92)  
ALTA Loan Policy  
Form 1

## POLICY OF TITLE INSURANCE

SUPPLEMENTAL BY  
CC  
TIT  
POLIC  
A, su

610 106923271 D1 001 001

Insurance Company

EXCEPTIONS FROM COVERAGE  
CONDITIONS AND STIPULATIONS, FIRST AMERICAN  
Title Insurance Corporation, herein called the Company, insures, as of Date of  
Policy, against loss or damage, not exceeding the Amount of Insurance stated in Schedule  
A, such as the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land;
5. The invalidity or unenforceability of the lien of the insured mortgage upon the title;
6. The priority of any lien or encumbrance over the lien of the insured mortgage;
7. Lack of priority of the lien of the insured mortgage over any statutory lien for services, labor or material:
  - (a) arising from an improvement or work related to the land which is contracted for or commenced prior to Date of Policy; or
  - (b) arising from an improvement or work related to the land which is contracted for or commenced subsequent to Date of Policy and which is financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance;
8. Any assessments for street improvements under construction or completed at Date of Policy which now have gained or hereafter may gain priority over the insured mortgage; or
9. The invalidity or unenforceability of any assignment of the insured mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the insured mortgage in the named insured assignee free and clear of all liens.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title or the lien of the insured mortgage, as insured, but only to the extent provided in the Conditions and Stipulations.

First American Title Insurance Company

BY Gary L. Keruett PRESIDENT  
ATTEST Mark R. Arnesen SECRETARY



1648  
1604  
NSM000490



## EXCLUSIONS FROM COVERAGE

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

1. a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental policy power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy); or
- (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
  - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
  - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
    - (a) to timely record the instrument of transfer; or
    - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

## CONDITIONS AND STIPULATIONS

### 1. DEFINITIONS OF TERMS.

The following terms when used in this policy mean:

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

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

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

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

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

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

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

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

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court of the district in which the land is located.

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

### 2. CONTINUATION OF INSURANCE.

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

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

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

(i) The amount of insurance state in Schedule A,

(ii) the amount of the principal of the indebtedness secured by the insured mortgage as of Date of Policy, interest thereon, expenses of foreclosure, amounts advanced pursuant to the insured mortgage to assure compliance with laws or to protect the lien of the insured mortgage prior to the time of acquisition of the estate or interest in the land and secured thereby and reasonable amounts expended to prevent deterioration of improvements, but reduced by the amount of all payments made; or

(iii) the amount paid by any governmental agency or governmental instrumentality, if the agency or instrumentality is the insured claimant, in the acquisition of the estate or interest in satisfaction of its insurance contract or guaranty.

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

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth

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

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

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

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

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

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and

permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

## 5. PROOF OF LOSS OR DAMAGE.

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

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

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

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

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

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

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

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

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

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

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

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

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

## 7. DETERMINATION AND EXTENT OF LIABILITY.

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

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

(i) the amount of insurance stated in Schedule A, or, if applicable, the amount of insurance as

defined in Section 2(c) of these Conditions and Stipulations;

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

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

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

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

## 8. LIMITATION OF LIABILITY.

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

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

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

(d) The Company shall not be liable for:

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

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

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

(a) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto. However,

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

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

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

#### 10. LIABILITY NONCUMULATIVE.

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

#### 11. PAYMENT OF LOSS.

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

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

#### 12. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) **The Company's Right of Subrogation.**  
Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this

right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

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

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

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

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

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

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

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

#### 13. ARBITRATION.

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon

the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

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

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

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

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

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

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

#### 15. SEVERABILITY.

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

#### 16. NOTICES, WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at 1 First American Way, Santa Ana, California 92707, or to the office which issued this policy.

## Schedule A

Premium Amount \$318.80

Amount of insurance \$176,760.00

Policy no.: 101-2237055 -JS

Date of policy: December 7, 2005 at 9:54 am

1. Name of insured:

"MERS" (Solely as nominee for Lender) the Lender being New Freedom Mortgage Corporation and/or its assigns as defined in Paragraph 1(a) of the Conditions and Stipulations of this policy

2. The estate or interest in the land which is encumbered by the insured mortgage is:

A condominium as defined by the provisions of the Nevada Uniform Common Interest Ownership Act (N.R.S. 116) in Fee.

3. Title to the estate or interest in the land is vested in:

Stephanie Tablante, a single woman

4. The insured mortgage and assignments thereof, if any, are described as follows:

- A Deed of Trust to secure an indebtedness of \$176,760.00, recorded 12/07/2005, in Book 20051207, as Instrument No. 02367 of Official Records.

Dated: 11/29/2005

Trustor: Stephanie Tablante, a single woman

Trustee: First American Title Co. of Nevada

Beneficiary: "MERS" (Solely as nominee for Lender) the Lender being New Freedom Mortgage Corporation

5. The land referred to in this policy is situated in the State of Nevada, County of Clark, 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

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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.

**Schedule B****Part I**

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

1. Water rights, claims or title to water, whether or not shown by the public records.
2. Any taxes that may be due, but not assessed, for new construction which can be assessed on the unsecured property rolls, in the office of the County Assessor, per Nevada Revised Statute 361.260.

**NOTE:** No assessment is shown in the assessor's unsecured property tax rolls at the time of this policy.

3. Those taxes for the fiscal year July 1, 2005 through June 30, 2006, including any secured personal property taxes collected by the County Treasurer.

APN 176-03-510-102

1st installment	\$	343.58	PAID
2nd installment	\$	343.58	PAID
3rd installment	\$	343.58	PAID
4th installment	\$	343.59	

<b>Total</b>	\$	<b>1,374.33</b>
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**NOTE:**

Said taxes become a lien on July 1, 2005, each installment will become due and payable on the following dates:

- 1st installment is due on the 3rd Monday of August, 2005.
- 2nd installment is due on the 1st Monday of October, 2005.
- 3rd installment is due on the 1st Monday of January, 2006.
- 4th installment is due on the 1st Monday of March, 2006.

Each installment will become delinquent ten (10) days after due.

4. Reservations and provisions as contained in Patent from the United States of America, recorded March 7, 1961, in Book 286 of Official Records, as Instrument No. 231474 .
- Reservations and provisions as contained in Patent from the United States of America, recorded January 28, 2000, in Book 20000128 of Official Records, as Instrument No. 00926 .
5. Reservations and provisions as contained in Patent from the United States of America, recorded May 22, 1961, in Book 298 of Official Records, as Instrument No. 241543 .
- Reservations and provisions as contained in Patent from the United States of America, recorded January 28, 2000, in Book 20000128 of Official Records, as Instrument No. 00926 .
6. Reservations and provisions as contained in Patent from the United States of America, recorded April 21, 1970, in Book 26 of Official Records, as Instrument No. 20638 .
- Reservations and provisions as contained in Patent from the United States of America, recorded January 28, 2000, in Book 20000128 of Official Records, as Instrument No. 00926 .
7. Reservations and provisions as contained in Patent from the United States of America, recorded March 23, 1978, in Book 863 of Official Records, as Instrument No. 822072 .

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- Reservations and provisions as contained in Patent from the United States of America, recorded January 28, 2000, in Book 20000128 of Official Records, as Instrument No. 00926 .
- 8. An Easement for perpetual avigation for right of flight, for the passage of aircraft in the air space above the surface of the said premises, together with the right to cause in said air space such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, as conveyed to the County of Clark , recorded October 17, 2000, in Book 20001017 as Instrument No. 01712 of Official Records.
- 9. A document entitled "Pedestrian Access Agreement", recorded November 30, 2000, in Book 20001130 as Instrument No. 02030 of Official Records.
- 10. Covenants, conditions, restrictions, easements, assessments, liens, charges, terms and provisions in the document recorded April 5, 2005 in Book No. 20050405 as Instrument No. 0002422 of Official Records, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(C), of United States Codes.
- **The right to levy certain charges or assessments against the land which shall become a lien if not paid as set forth in the above declaration of restrictions, and is conferred upon Tuscano Homeowners' Association, a nonprofit corporation.**
- Said Homeowners Association dues were paid current at close of escrow.
- A document declaring modifications thereof recorded May 5, 2005 in Book No. 20050505 as Instrument No. 0002107 of Official Records.
- A document entitled "Assignment of Special Declarant's Rights Under Declaration of Covenants, Conditions and Restrictions and Grant and Reservation of Easements for Tuscano Condominium", recorded August 18, 2005, in Book 20050818 as Instrument No. 0004228 and re-recorded September 16, 2005 in Book 20050916 as Document No. 0004147 of Official Records.
- 11. Any easements or servitudes appearing in the public records affecting the common area.
- 12. Easements as shown and/or dedicated upon the final map of Tuscano Condominiums, on file in Book 122 of plats, Page 11 , of Official Records.



Schedule B

Part II

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

None

\* \* \* \* \*

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

## ENDORSEMENT

Attached to Policy No. 101-2237055

Issued By

**First American Title Insurance Company**

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

1. The existence of any of the following:
  - (a) Covenants, conditions or restrictions under which the lien of the mortgage referred to in Schedule A can be cut off, subordinated, or otherwise impaired;
  - (b) Present violations on the land of any enforceable covenants, conditions or restrictions;
  - (c) Except as shown in Schedule B, there are no encroachments of buildings, structures or improvements located on the land onto adjoining lands, or any encroachments onto the land of buildings, structures or improvements located on adjoining lands.
2.
  - (a) Any future violations on the land of any covenants, conditions or restrictions occurring prior to acquisition of title to the estate or interest referred to in Schedule A by the insured, provided such violations result in impairment or loss of the lien of the mortgage referred to in Schedule A, or result in impairment or loss of the title to the estate or interest referred to in Schedule A if the insured shall acquire such title in satisfaction of the indebtedness secured by the insured mortgage;
  - (b) Unmarketability of the title to the estate or interest referred to in Schedule A by reason of any violations on the land, occurring prior to acquisition of title to the estate or interest referred to in Schedule A by the insured, of any covenants, conditions or restrictions.
3. Damage to existing improvements, including lawns, shrubbery or trees
  - (a) Which are located or encroach upon that portion of the land subject to any easement shown in Schedule B, which damage results from the exercise of the right to use or maintain such easement for the purposes for which the same was granted or reserved;
  - (b) Resulting from the exercise of any right to use the surface of the land for the extraction or development of the minerals excepted from the description of the land or shown as a reservation in Schedule B.

4. Any final court order or judgment requiring removal from any land adjoining the land of any encroachment shown in Schedule B.

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

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

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

ALTA Form 8.1 (3-27-87)  
F.A. Form 35  
CLTA Form 110.9 (3-13-87)

Environmental Protection Lien

**ENDORSEMENT**

**Attached to Policy No. 101-2237055**

**Issued By**

***First American Title Insurance Company***

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

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

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

any environmental protection lien provided for by any state statute in effect at Date of Policy, except environmental protection liens provided for by the following state statutes: None

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

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

Designation of Improvements, Address

**ENDORSEMENT**

**Attached to Policy No. 101-2237055**

**Issued By**

***First American Title Insurance Company***

The Company hereby insures the owner of the indebtedness secured by the insured mortgage against loss or damage which the insured shall sustain by reason of the failure of (i) a single family residence known as 7255 West Sunset Road Unit 2050, Las Vegas , Nevada to be located on the land at Date of Policy, or (ii) the map attached to this policy to correctly show the location and dimensions of the land according to the public records.

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

ALTA Form 4.1 (10/17/92)

Condominium

### **ENDORSEMENT**

**Attached to Policy No. 101-2237055**

**Issued By**

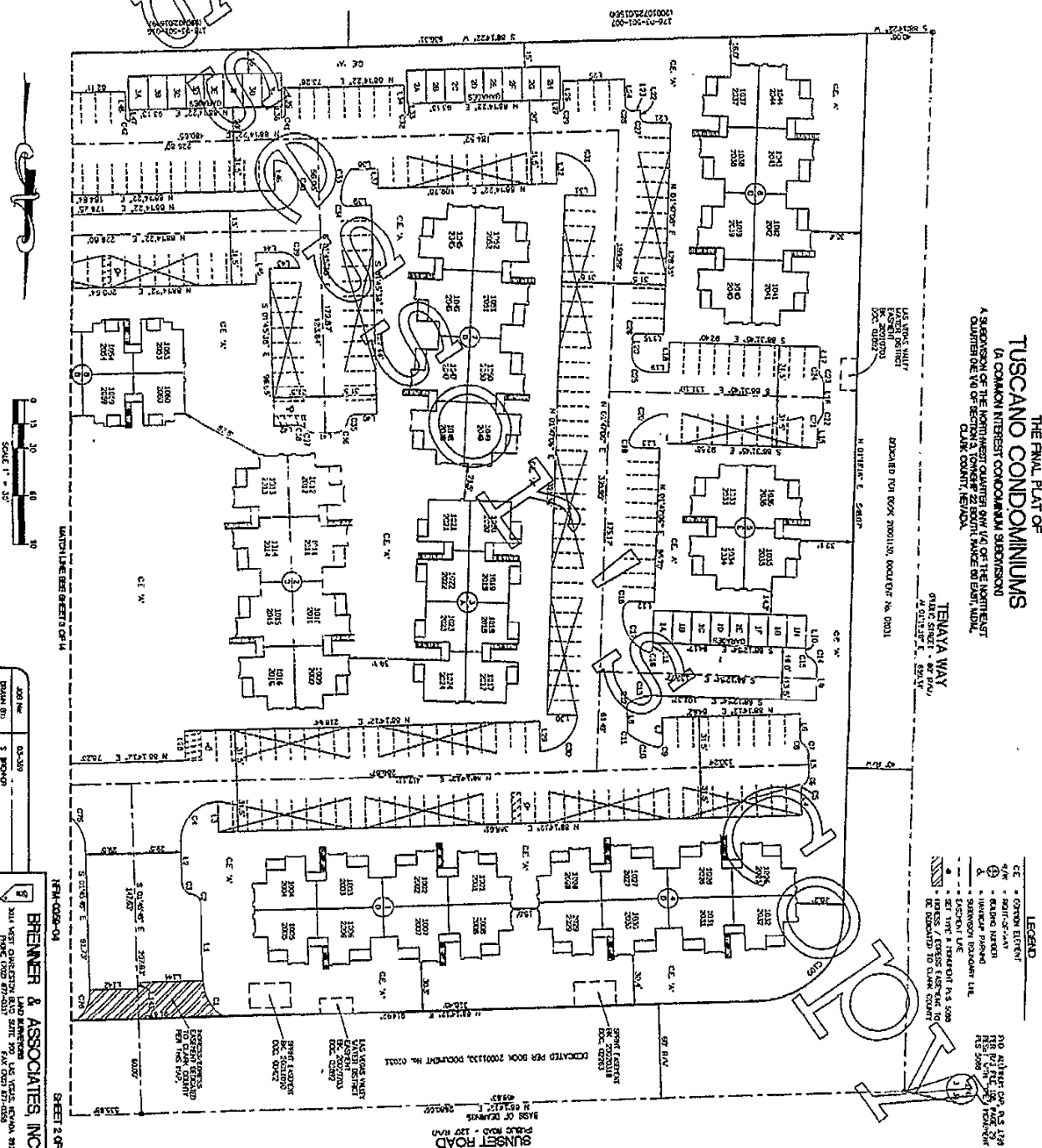
**First American Title Insurance Company**

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

1. The failure of the unit identified in Schedule A and its common elements to be part of a condominium within the meaning of the condominium statutes of the jurisdiction in which the unit and its common elements are located.
2. The failure of the documents required by the condominium statutes to comply with the requirements of the statutes to the extent that such failure affects the title to the unit and its common elements.
3. Present violations of any restrictive covenants which restrict the use of the unit and its common elements and which are contained in the condominium documents, except violations relating to environmental protection unless a notice of a violation thereof has been recorded or filed in the public records and is not excepted in Schedule B. The restrictive covenants do not contain any provisions which will cause a forfeiture or reversion of title.
4. Any charges or assessments provided for in the condominium statutes and condominium documents due and unpaid at Date of Policy.
5. The failure of the unit and its common elements to be entitled by law to be assessed for real property taxes as a separate parcel.
6. Any obligation to remove any improvements which exist at Date of Policy because of any present encroachments or because of any future unintentional encroachment of the common elements upon any unit or of any unit upon the common elements or another unit.
7. The failure of title by reason of a right of first refusal to purchase the unit and its common elements which was exercised or could have been exercised at Date of Policy.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

CORE DATA			RANKING		
INFL	DEB	INFL	DEB	INFL	DEB
61	3477.06	14.53	707	14.53	296.03
62	3477.06	14.53	708	14.53	296.03
63	3477.06	14.53	709	14.53	296.03
64	3477.06	14.53	710	14.53	296.03
65	3477.06	14.53	711	14.53	296.03
66	3477.06	14.53	712	14.53	296.03
67	3477.06	14.53	713	14.53	296.03
68	3477.06	14.53	714	14.53	296.03
69	3477.06	14.53	715	14.53	296.03
70	3477.06	14.53	716	14.53	296.03
71	3477.06	14.53	717	14.53	296.03
72	3477.06	14.53	718	14.53	296.03
73	3477.06	14.53	719	14.53	296.03
74	3477.06	14.53	720	14.53	296.03
75	3477.06	14.53	721	14.53	296.03
76	3477.06	14.53	722	14.53	296.03
77	3477.06	14.53	723	14.53	296.03
78	3477.06	14.53	724	14.53	296.03
79	3477.06	14.53	725	14.53	296.03
80	3477.06	14.53	726	14.53	296.03
81	3477.06	14.53	727	14.53	296.03
82	3477.06	14.53	728	14.53	296.03
83	3477.06	14.53	729	14.53	296.03
84	3477.06	14.53	730	14.53	296.03
85	3477.06	14.53	731	14.53	296.03
86	3477.06	14.53	732	14.53	296.03
87	3477.06	14.53	733	14.53	296.03
88	3477.06	14.53	734	14.53	296.03
89	3477.06	14.53	735	14.53	296.03
90	3477.06	14.53	736	14.53	296.03
91	3477.06	14.53	737	14.53	296.03
92	3477.06	14.53	738	14.53	296.03
93	3477.06	14.53	739	14.53	296.03
94	3477.06	14.53	740	14.53	296.03
95	3477.06	14.53	741	14.53	296.03
96	3477.06	14.53	742	14.53	296.03
97	3477.06	14.53	743	14.53	296.03
98	3477.06	14.53	744	14.53	296.03
99	3477.06	14.53	745	14.53	296.03
100	3477.06	14.53	746	14.53	296.03



# **EXHIBIT 20**

# **EXHIBIT 20**



1  
2  
3 CERTIFICATE OF CUSTODIAN OF RECORDS

4 STATE OF NEVADA )

5 ) ss: )  
6 COUNTY OF CLARK)

7 JULIA THOMPSON, being first sworn, states:

8 1. I am employed by Red Rock Financial Services ("RRFS") as a supervisor, and in  
9 such capacity I am the custodian of the records.

10 2. On or about the 5th day of January, 2015, I received a Subpoena calling for the  
11 production of records pertaining to West Sunset 2050 Trust v. New Freedom Mortgage  
12 Corporation, et al., District Court, Clark County Nevada Case No. A-13-691323-C.

13 3. I and/or persons acting under my supervision have examined the information  
14 and/or records requested, and have made a true representation of the information and/or an  
15 exact copy of the records.

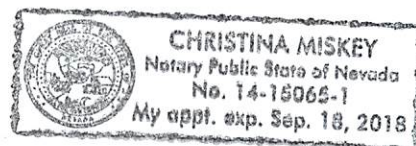
16 4. I hereby certify that the information and/or reproduction of documents attached  
17 hereto are true and complete.

18 DATED this 11 day of February, 2015.

19   
JULIA THOMPSON

20  
21 SUBSCRIBED and SWORN to before me  
22 me this 12 day of February, 2015.

23   
24 NOTARY PUBLIC in and for said  
25 County and State



**PAYMENT ALLOCATION REPORT**

RRFS Account: **792725**  
Mgmt Account: **TUSC0001205002**  
Information as of: **June 07, 2014**

**Account Information**

Company: FirstService Residential Nevada, LLC  
Association: Tuscano Homeowners Association  
Property Address: 7255 W Sunset Rd #2050, Las Vegas NV 89113  
Owners: New Freedom Mortgage Corporation; New Freedom Mortgage Corporation

**Payment Summary**

<b>Payment Processed</b>	<b>\$1,756.82</b>
Allocation Categories	
Misc 1 — <i>FSR-MCC</i>	(\$115.00)
RRFS	(\$1,299.82)
Title — <i>Stemart 1048078</i>	(\$342.00)
<b>Total Allocations</b>	<b>(\$1,756.82)</b>

**Payment Detail**

Date:	Description:	Code:	Amount:	Check:	Memo:
06/07/2014	Red Rock Paid in Full	PIFRR	1,756.82	BC 2808	PIF RRFS Fees

**Misc 1 Allocation Detail**

Misc 1			Total:	(\$115.00)
Date:	Description:	Code:	Amount:	
12/01/2011	Association Setup Fee Resale	ASFR	-115.00	

## PAYMENT ALLOCATION REPORT

RRFS Account: **792725**  
 Mgmt Account: **TUSC0001205002**  
 Information as of: **June 07, 2014**

### RRFS Allocation Detail

RRFS			Total:	(\$1,299.82)
Date:	Description:	Code:	Amount:	
02/24/2012	Intent to Lien Letter	INLDA	-125.00	
02/24/2012	Mailing Costs	MAIL1	-8.97	
02/24/2012	Mailing Costs	MAIL1	-8.97	
03/29/2012	Lien for Delinquent Assessment	LIEN	-275.00	
03/29/2012	Lien Recording Costs	RCLDA	-31.00	
03/29/2012	Lien Release	RLLDA	-33.00	
03/29/2012	Mailing Costs	MAIL2	-8.97	
03/29/2012	Mailing Costs	MAIL2	-8.97	
05/11/2012	Intent to NOD	INNOD	-90.00	
05/23/2012	NOD Mailing Costs	MAIL3	-17.94	
05/23/2012	NOD Release	RLNOD	-30.00	
05/23/2012	NOD Release Recording Costs	RSNOD	-22.00	
05/23/2012	Notice of Default	NOD	-375.00	
08/10/2012	Payoff Demand	PYOFF	-150.00	
08/30/2012	Intent to NOS	INNOS	-90.00	
04/09/2013	Intent to Conduct Foreclosure	RRICF	-25.00	

### Title Allocation Detail

Title			Total:	(\$342.00)
Date:	Description:	Code:	Amount:	
05/23/2012	NOD Recording Costs	RCNOD	-22.00	
05/23/2012	Trustee Sale Guarantee	TSG	-320.00	

**FIRST 100 LLC**  
**OPERATING ACCOUNT**  
10620 SOUTHERN HIGHLANDS PKWY, STE 110-485  
LAS VEGAS, NV 89141



2808

94-72/1224 NV

DATE 6/6/2014

PAY TO THE ORDER OF Red Rock Financial Services

\$ \*\*1,756.82

One Thousand Seven Hundred Fifty-Six and 82/100 \*\*\*\*\* DOLLARS

FirstService Residential Nevada LLC  
dba Red Rock Financial Services  
7251 Amigo Street, Suite 100  
Las Vegas, NV 89119

*[Signature]*  
*[Signature]*

AUTHORIZED SIGNATURE

MEMO

7255 W. SUNSET #2050 // #792725

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

⑈002808⑈ ⑆122400724⑆ 50101429141⑈

FIRST 100 LLC

Red Rock Financial Services

2808

6/6/2014

COLLECTIONS ON PSA

1,756.82



Red Rock Financial Services  
7251 Amigo Street, Suite 100  
Las Vegas, Nevada 89119

# FINAL NOTICE



New Free  
2363 S Ford  
Salt Lake  
R792725



02 1R  
0006560453  
MAILED FROM ZIP CODE 89119

\$ 00.46

APR 09

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NSM000510



REDR251 891192088-1313 05/03/13  
NOTIFY SENDER OF NEW ADDRESS  
RED ROCK FINANCIAL SERVICES  
4775 W TECO AVE STE 140  
LAS VEGAS NV 89118-4360



64106614360 4360

8-09-40

1/24/13

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NSM000511  
1626

CERTIFIED MAIL™



Red Rock Financial Services  
7251 Amigo Street, Suite 100  
Las Vegas, Nevada 89119

FINAL NOTICE



7196 9008 9111 9956 6027



UNITED STATES POSTAGE  
PITNEY BOWES  
02 1R  
0006560453  
\$ 06.11<sup>0</sup>  
APR 09 2013  
MAILED FROM ZIP CODE 89119

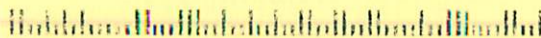


New Freedom Mortgage Co  
2363 S Foothill Dr  
Salt Lake City,, UT 84109  
R792725

REDR251 891193050-1313 04/20/13  
NOTIFY SENDER OF NEW ADDRESS  
:RED ROCK FINANCIAL SERVICES  
4775 W TECO AVE STE 140  
LAS VEGAS NV 89113-4360

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NSM000513  
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Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED  
USPS® MAIL CARRIER  
DETACH ALONG PERFORATION

2. Article Number



7196 9008 9111 9956 6027

3. Service Type **CERTIFIED MAIL™**

4. Restricted Delivery? (Extra Fee)

☐ Yes

1. Article Addressed to:

New Freedom Mortgage Corporation  
23635 Foxhill Dr  
Salt Lake City, UT 84109  
R792725 Tuscano Homeowners Association

## COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

☒ Agent  
☐ AddresseeD. Is delivery address different from item 1?  
If YES, enter delivery address below:☐ Yes  
☐ No

PS Form 3811, January 2005

Domestic Return Receipt

Thank you for using Return Receipt Service

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF RETURN ADDRESS. FOLD AT DOTTED LINE.





Red Rock Financial Services  
7251 Amigo Street, Suite 100  
Las Vegas, Nevada 89119

# FINAL NOTICE

New Freedom Mortga  
7255 West Sunset Roa  
Las Vegas,, NV 89113  
R792725

8911384139@437



REDR251 891194209-1313  
NOTIFY SENDER OF NEW ADDRESS  
RED ROCK FINANCIAL SERVICES  
4775 W TECO AVE STE 140  
LAS VEGAS NV 89118-4360

04/26/13



1673  
1629  
NSM000514

Handwritten barcode/ID



Red Rock Financial Services  
7251 Amigo Street, Suite 100  
Las Vegas, Nevada 89119

# FINAL NOTICE

**CERTIFIED MAIL™**



7196 9008 9111 9956 6010



02 1R  
0006560453  
MAILED FROM ZIP CODE 89119

**\$ 06.11<sup>0</sup>**

APR 09 2013

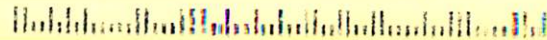


New Freedom Mortgage Co  
7255 West Sunset Road #20  
Las Vegas,, NV 89113  
R792725

REDR251 891194209-1313  
NOTIFY SENDER OF NEW ADDRESS  
:RED ROCK FINANCIAL SERVICES  
4775 W TECO AVE STE 140  
LAS VEGAS NV 89118-4360

04/16/13

8911381911 02



1674  
NSM0000515  
1650

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF RETURN ADDRESS. FOLD AT DOTTED LINE

2. Article Number



7196 9008 9111 9956 6010

3. Service Type **CERTIFIED MAIL™**

4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:

New Freedom Mortgage Corporation  
7255 West Sunset Road #2050  
Las Vegas, NV 89113  
R792725 Tuscano Homeowners Association

RETURN RECEIPT REQUESTED  
USPS® MAIL CARRIER  
DETACH ALONG PERFORATION

Thank you for using Return Receipt Service

1675  
1651  
NSM000516

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X

☐ Agent

☐ Addressee

D. Is delivery address different from item 1?  
If YES, enter delivery address below:

☐ Yes

☐ No

Domestic Return Receipt

PS Form 3811, January 2005

Thank you for using Return Receipt Service



RED ROCK FINANCIAL SERVICES

MAILING AFFIDAVIT

File Number: R 792725

STATE OF NEVADA           )  
                                      ) Ss.  
COUNTY OF CLARK        )

The declarant, whose signature appears below, and who is an employee of Red Rock Financial Services, states that he/she is now and at all times herein mentioned was, a citizen of the United States and over the age of eighteen (18) years on the date as set forth below, he/she personally mailed the Notice, of which the annexed is a true copy, upon the addressee attached hereto, by depositing in the United States Mail in the County set forth above, an envelope, certified and first class with postage prepaid thereon, containing a copy of such Notice, addressed to the attached named person(s) at the address herein attached stated.

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

Dated: 4/9/13

Signature Haley Mye

See Attached 2 Pages

THE  
WALZ  
CERTIFIED  
MAILER™

FROM

**WALZ™**

U.S. PAT. NO. 5,501,393

7196 9008 9111 9956 6027

Label #1 New Freedom Mortgage Corporation  
2363 S Foothill Dr  
Salt Lake City,, UT 84109  
R792725

Label #2 New Freedom Mortgage Corporation  
2363 S Foothill Dr  
Salt Lake City,, UT 84109  
R792725

Label #3 New Freedom Mortgage Corporation  
2363 S Foothill Dr  
Salt Lake City,, UT 84109  
R792725

TO:

New Freedom Mortgage Corporation  
2363 S Foothill Dr  
Salt Lake City,, UT 84109

SENDER:

REFERENCE:

R792725

PS Form 3800, January 2005

RETURN  
RECEIPT  
SERVICE

Postage

Certified Fee

Return Receipt Fee

Restricted Delivery

Total Postage & Fees

**USPS®**

**Receipt for  
Certified Mail™**

No Insurance Coverage Provided  
Do Not Use for International Mail

POSTMARK OR DATE

Mailed on 4/9/13 by  
Red Rock Financial Services  
See Firm Book

TEAR ALONG THIS LINE

A FOLD AND TEAR THIS WAY → OPTIONAL

3 Label #5

New Freedom Mortgage Corporation  
2363 S Foothill Dr  
Salt Lake City,, UT 84109  
R792725

Charge  
Amount:

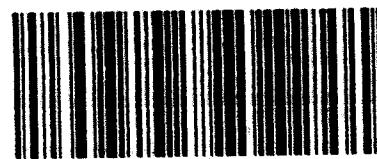
Charge  
To:

FOLD AND TEAR THIS WAY →

Label #6

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF RETURN ADDRESS. FOLD AT DOTTED LINE

**CERTIFIED MAIL™**



7196 9008 9111 9956 6027

C

2. Article Number



7196 9008 9111 9956 6027

3. Service Type **CERTIFIED MAIL™**

4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:

New Freedom Mortgage Corporation  
2363 S Foothill Dr  
Salt Lake City,, UT 84109  
R792725 Tuscano Homeowners Association

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X

☐ Agent  
☐ Addressee

D. Is delivery address different from item 1?  
If YES, enter delivery address below:

☐ Yes  
☐ No

RETURN RECEIPT REQUESTED  
USPS® MAIL CARRIER  
DETACH ALONG PERFORATION

Thank you for using Return Receipt Service

Thank you for using Return Receipt Service

PS Form 3811, January 2005

Domestic Return Receipt

1677  
NSM00058  
1053

THE  
WALZ  
CERTIFIED  
MAILER™

FROM

**WALZ™**

U.S. PAT. NO. 5,501,393

7196 9008 9111 9956 6010

Label #1

New Freedom Mortgage Corporation  
7255 West Sunset Road #2050  
Las Vegas,, NV 89113  
R792725

Label #2

New Freedom Mortgage Corporation  
7255 West Sunset Road #2050  
Las Vegas,, NV 89113  
R792725

Label #3

New Freedom Mortgage Corporation  
7255 West Sunset Road #2050  
Las Vegas,, NV 89113  
R792725

TO:

New Freedom Mortgage Corporation  
7255 West Sunset Road #2050  
Las Vegas,, NV 89113

SENDER:

REFERENCE:

R792725

PS Form 3800, January 2005

RETURN  
RECEIPT  
SERVICE

Postage

Certified Fee

Return Receipt Fee

Restricted Delivery

Total Postage & Fees

USPS®

Receipt for  
Certified Mail™

No Insurance Coverage Provided  
Do Not Use for International Mail

POSTMARK OR DATE

Mailed on 4/9/13 by  
Red Rock Financial Services  
See Firm Book

FOLD AND TEAR THIS WAY → OPTIONAL

Label #5

New Freedom Mortgage Corporation  
7255 West Sunset Road #2050  
Las Vegas,, NV 89113  
R792725

Charge  
Amount:

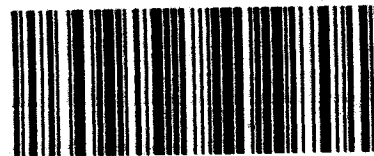
Charge  
To:

FOLD AND TEAR THIS WAY →

Label #6

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF RETURN ADDRESS. FOLD AT DOTTED LINE

**CERTIFIED MAIL™**



7196 9008 9111 9956 6010

2. Article Number



7196 9008 9111 9956 6010

3. Service Type **CERTIFIED MAIL™**

4. Restricted Delivery? (Extra Fee)

☐ Yes

1. Article Addressed to:

New Freedom Mortgage Corporation  
7255 West Sunset Road #2050  
Las Vegas,, NV 89113  
R792725 Tuscano Homeowners Association

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X

☐ Agent  
☐ Addressee

D. Is delivery address different from item 1?  
If YES, enter delivery address below:

☐ Yes  
☐ No

RETURN RECEIPT REQUESTED  
USPS® MAIL CARRIER  
DETACH ALONG PERFORATION

Thank you for using Return Receipt Service

Thank you for using Return Receipt Service



# FINAL NOTICE

April 9, 2013

Sent Certified and First Class Mail

New Freedom Mortgage Corporation  
2363 S Foothill Dr  
Salt Lake City, UT 84109

Re: 7255 W Sunset Rd #2050, Las Vegas, NV 89113  
Tuscano Homeowners Association / R792725

Dear New Freedom Mortgage Corporation,

***Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.***

This letter is being sent as a courtesy as we have attempted several times to contact you. The Association has requested that our office review and prepare the account for foreclosure for unpaid assessments. You must contact our office within 10 business days of the date of this letter to discuss arrangements for payment. Failure to contact our within the 10 business days may result in the immediate foreclosure sale of the property.

Additional information regarding this account can be obtained at [www.rrfs.com](http://www.rrfs.com). Please contact the office of Red Rock Financial Services at 888-299-3401 with any questions.

Regards,

Red Rock Financial Services

702.932.6887 | fax 702.341.7733 | 4775 W. Teco Avenue, Suite 140, Las Vegas, Nevada 89118 | [www.rrfs.com](http://www.rrfs.com)

By sending your check, please be aware that you are authorizing Red Rock Financial Services to use the information on your check to make a one-time electronic debit from your account at the financial institution indicated on your check. This electronic debit will be for the amount of your check; no additional amount will be added to the amount. (If we cannot collect your electronic payment, we will issue a draft against your account.) Please contact the Accounts Receivable department at (702) 932-6887 to learn about other payment options should you prefer to not have your payment processed in this manner.

1679  
NSM000520  
1093



# FINAL NOTICE

April 9, 2013

Sent Certified and First Class Mail

New Freedom Mortgage Corporation  
7255 West Sunset Road #2050  
Las Vegas, NV 89113

Re: 7255 W Sunset Rd #2050, Las Vegas, NV 89113  
Tuscano Homeowners Association / R792725

Dear New Freedom Mortgage Corporation,

***Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.***

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Additional information regarding this account can be obtained at [www.rrfs.com](http://www.rrfs.com). Please contact the office of Red Rock Financial Services at 888-299-3401 with any questions.

Regards,

Red Rock Financial Services

702.932.6887 | fax 702.341.7733 | 4775 W. Teco Avenue, Suite 140, Las Vegas, Nevada 89118 | [www.rrfs.com](http://www.rrfs.com)

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1680  
NSM000521  
1696





Red Rock Financial Services

August 30, 2012

New Freedom Mortgage Corporation  
2363 S Foothill Dr  
Salt Lake City, UT 84109  
R792725

Re: 7255 W Sunset Rd #2050, Las Vegas, NV 89113  
Tuscano Homeowners Association / R792725

Dear New Freedom Mortgage Corporation:

***Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.***

This letter is being sent to you as a courtesy. As previously advised, Nevada Revised Statutes allow Red Rock Financial Services on behalf of the above referenced Association, to record a Notice of Sale Pursuant to the Lien for Delinquent Assessments. **The "Permission for Publication of Non-Judicial Foreclosure Sale" will be mailed to the Tuscano Homeowners Association Board of Directors for signature to publish the above property for sale in 30 DAYS.**

Your choice to not reinstate the above account has resulted in the recordation of the Lien for Delinquent Assessments and the Notice of Default and Election to Sell Pursuant to the Lien for Delinquent Assessments on the above referenced property, which was mailed to you via first class and certified mail.

**Please contact Red Rock Financial Services office immediately to pay the account in full or to make alternate payment arrangements.** If you choose not to reinstate the account, Red Rock Financial Services may have no other alternative but to mail the "Permission for Publication of Non-Judicial Foreclosure Sale" to the Board in 30 days. If the Board signs the Permission Form, Red Rock Financial Services will proceed with the preparation and recordation of the Notice of Sale Pursuant to the Lien for Delinquent Assessments.

**If payment in full is not received or alternate payment arrangements are not made within 30 days from the date of this letter, the above account may have approximately \$900.00 in collection fees and costs added to the account balance.**

To reinstate your account, **you must contact Red Rock Financial Services to obtain "up to date" payoff figures.** Payment must be in the form of a **cashier's check** or **money order**. **Red Rock Financial Services does not accept personal checks.** Please ensure the account number is listed on any payments remitted to our office.

Additional information regarding this account can be obtained at [www.rfs.com](http://www.rfs.com). Please contact the office of Red Rock Financial Services at 702-932-6887 with any questions.

Regards,

Red Rock Financial Services

Red Rock Financial Services

■ 7251 Amigo Street, Suite 100 Las Vegas, NV 89119

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

■ Phone: 702-932-6887 Toll Free: 888-319-9460 Fax: 702.341.7733

By sending your check, please be aware that you are authorizing Red Rock Financial Services to use the information on your check to make a one-time electronic debit from your account at the financial institution indicated on your check. This electronic debit will be for the amount of your check; no additional amount will be added to the amount. (If we cannot collect your electronic payment, we will issue a draft against your account.) Please contact the Accounts Receivable department at (702) 932-6887 to learn about other payment options should you prefer to not have your payment processed in this manner.

1681  
NSM000522  
1057



Red Rock Financial Services

August 30, 2012

New Freedom Mortgage Corporation  
7255 West Sunset Road #2050  
Las Vegas, NV 89113  
R792725

Re: 7255 W Sunset Rd #2050, Las Vegas, NV 89113  
Tuscano Homeowners Association / R792725

Dear New Freedom Mortgage Corporation:

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**If payment in full is not received or alternate payment arrangements are not made within 30 days from the date of this letter, the above account may have approximately \$900.00 in collection fees and costs added to the account balance.**

To reinstate your account, **you must contact Red Rock Financial Services to obtain "up to date" payoff figures.** Payment must be in the form of a **cashier's check** or **money order**. **Red Rock Financial Services does not accept personal checks.** Please ensure the account number is listed on any payments remitted to our office.

Additional information regarding this account can be obtained at [www.rfs.com](http://www.rfs.com). Please contact the office of Red Rock Financial Services at 702-932-6887 with any questions.

Regards,

Red Rock Financial Services

Red Rock Financial Services

7251 Amigo Street, Suite 100 Las Vegas, NV 89119

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

Phone: 702-932-6887 Toll Free: 888-319-9460 Fax: 702.341.7733

By sending your check, please be aware that you are authorizing Red Rock Financial Services to use the information on your check to make a one-time electronic debit from your account at the financial institution indicated on your check. This electronic debit will be for the amount of your check; no additional amount will be added to the amount. (If we cannot collect your electronic payment, we will issue a draft against your account.) Please contact the Accounts Receivable department at (702) 932-6887 to learn about other payment options should you prefer to not have your payment processed in this manner.

1682  
1658  
NSM000523



Red Rock Financial Services

Numbers of Pages 4

August 10, 2012

Bank of America  
Attn: Keith Hoke  
Via Email: [tsupaluks@yahoo.com](mailto:tsupaluks@yahoo.com)

Re: 7255 W Sunset Rd #2050, Las Vegas, NV 89113  
Tuscano Homeowners Association / R792725

***Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.***

In response to your request for payoff figures for the above reference account, the following accounting ledger is a breakdown for the payoff request.

The current balance is \$4,663.94. This demand and its balance due will expire on 8/27/12. You MUST request an update as this balance will only be valid through the date above. Payment received after the expiration date will not be accepted if the balance has changed. Failure to remit the balance by the expiration date may result in the continuation of the collection process at an additional cost. Check(s) should be made payable to Red Rock Financial Services and mailed to the address below.

**Tuscano Homeowners Association and/or the management company's set up fees, as well as other fees and costs that are due at closing, if any, such as future assessments, are not included. You must contact RMI Management directly at [www.rmllc.com](http://www.rmllc.com) to request their demand statement for those additional amounts prior to closing.**

If you have any questions, please contact our office at 702-932-6887.

Regards,

Red Rock Financial Services

Red Rock Financial Services

■ 7251 Amigo Street, Suite 100 Las Vegas, NV 89119

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

■ Phone: 702-932-6887 Toll Free: 888-319-9460 Fax: 702.341.7733

By sending your check, please be aware that you are authorizing Red Rock Financial Services to use the information on your check to make a one-time electronic debit from your account at the financial institution indicated on your check. This electronic debit will be for the amount of your check; no additional amount will be added to the amount. (If we cannot collect your electronic payment, we will issue a draft against your account.) Please contact the Accounts Receivable department at (702) 932-6887 to learn about other payment options should you prefer to not have your payment processed in this manner.

1683  
1859  
1859000524

## Jason Cernak

---

**From:** Jason Cernak  
**Sent:** Friday, August 10, 2012 4:38 PM  
**To:** 'tsupaluks@yahoo.com'  
**Cc:** Elizabeth Cernak  
**Subject:** 7255 w sunset rd #2050  
**Attachments:** 792725\_20120810155753.pdf

Good afternoon,

I've attached the payoff demand you requested for the above mentioned property.

Thank you,

**Jason Cernak**

Finance and Accounting

Red Rock Financial Services

o. 702.932.6887 | f. 702.341.7733 | [www.RRFS.com](http://www.RRFS.com)

**RRFS**

RED ROCK FINANCIAL SERVICES

A FirstService Residential Management Company

Click to follow RRFS!



Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.

**CONFIDENTIALITY NOTICE:** This e-mail message, including any attachments, may contain information that is confidential and/or proprietary. If you are not an intended recipient, please be advised that any review, use, reproduction or distribution of this message is prohibited. If you have received this message in error, please notify the sender immediately by return e-mail and delete/destroy the message and any copies thereof.

**Red Rock Financial Services**  
**Account Detail**  
**Tuscano Homeowners Association**

Page 1

Information as of: August 10, 2012

Red Rock Financial Services Account Number: R792725

Property Address: 7255 W Sunset Rd #2050, Las Vegas, NV 89113

New Freedom Mortgage Corporation,

**Detailed Summary**

Date	Description	Amount	Balance	Check#
12/01/2011	Assessment	\$1,476.00	\$1,476.00	
12/01/2011	Late Fee	\$45.00	\$1,521.00	
12/01/2011	Association Setup Fee Resale	\$115.00	\$1,636.00	
12/10/2011	Late Fee	\$15.00	\$1,651.00	
01/01/2012	Assessment	\$164.00	\$1,815.00	
01/10/2012	Late Fee	\$15.00	\$1,830.00	
02/01/2012	Assessment	\$164.00	\$1,994.00	
02/10/2012	Late Fee	\$15.00	\$2,009.00	
02/24/2012	Intent to Lien Letter	\$125.00	\$2,134.00	
02/24/2012	Intent Mailing Costs	\$8.97	\$2,142.97	
02/24/2012	Intent Mailing Costs	\$8.97	\$2,151.94	
03/01/2012	Assessment	\$164.00	\$2,315.94	
03/01/2012	Association Interest	\$7.22	\$2,323.16	
03/10/2012	Late Fee	\$15.00	\$2,338.16	
03/29/2012	Lien Mailing Costs	\$8.97	\$2,347.13	
03/29/2012	Lien for Delinquent Assessment	\$275.00	\$2,622.13	
03/29/2012	Lien Release	\$33.00	\$2,655.13	
03/29/2012	Lien Recording Costs	\$31.00	\$2,686.13	
03/29/2012	Lien Mailing Costs	\$8.97	\$2,695.10	
04/01/2012	Assessment	\$164.00	\$2,859.10	
04/01/2012	Association Interest	\$7.94	\$2,867.04	
04/10/2012	Late Fee	\$15.00	\$2,882.04	
04/29/2012	Association Interest	\$8.66	\$2,890.70	
05/01/2012	Assessment	\$164.00	\$3,054.70	
05/10/2012	Late Fee	\$15.00	\$3,069.70	

7251 Amigo Street, Suite 100, Las Vegas, NV 89119 Phone: (702) 932-6887 Fax: (702) 341-7733

Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.

Printed: 8/10/12

1685  
NSM000526  
1044

**Red Rock Financial Services**  
**Account Detail**  
**Tuscano Homeowners Association**  
Information as of: August 10, 2012

Page 2

Red Rock Financial Services Account Number: R792725  
Property Address: 7255 W Sunset Rd #2050, Las Vegas, NV 89113  
New Freedom Mortgage Corporation,

Detailed Summary

Date	Description	Amount	Balance	Check#
05/11/2012	Intent to NOD	\$90.00	\$3,159.70	
05/23/2012	NOD Mailing Charges Adjustment	-\$71.76	\$3,087.94	
05/23/2012	Notice of Default	\$375.00	\$3,462.94	
05/23/2012	NOD Release	\$30.00	\$3,492.94	
05/23/2012	Trustee Sale Guarantee	\$320.00	\$3,812.94	
05/23/2012	NOD Recording Costs	\$22.00	\$3,834.94	
05/23/2012	NOD Release Recording Costs	\$22.00	\$3,856.94	
05/23/2012	NOD Mailing Costs	\$89.70	\$3,946.64	
05/30/2012	Association Interest	\$9.38	\$3,956.02	
06/01/2012	Assessment	\$164.00	\$4,120.02	
06/10/2012	Late Fee	\$15.00	\$4,135.02	
06/29/2012	Association Interest	\$10.10	\$4,145.12	
07/01/2012	Assessment	\$164.00	\$4,309.12	
07/10/2012	Late Fee	\$15.00	\$4,324.12	
07/30/2012	Association Interest	\$10.82	\$4,334.94	
08/01/2012	Assessment	\$164.00	\$4,498.94	
08/10/2012	Payoff Demand	\$150.00	\$4,648.94	
8/10/2012	late fee	\$15.00	\$4,663.94	

## Jason Cernak

---

**From:** RRFSWEB@RRFS.COM  
**Sent:** Thursday, August 02, 2012 11:13 AM  
**To:** RRFS Payoff Request  
**Subject:** RRFS.com: TitleCompany\_Payoff Demand Request

R#:

Homeowner:  
New Freedom Mortgage

Address:  
7255 West Sunset Rd unit 2050  
Las Vegas NV 89113

Company:  
Bank of America

Contact:  
Keith Hoke

Company:  
Bank of America

Send demand to:  
[tsupaluks@yahoo.com](mailto:tsupaluks@yahoo.com)

Company:  
Bank of America

Email:  
[tsupaluks@yahoo.com](mailto:tsupaluks@yahoo.com)

Company:  
Bank of America

Escrow number:

Closing:

Closing date:

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.

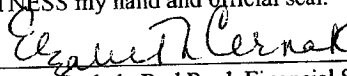
  
Prepared By Rebecca Tom, Red Rock Financial Services, on behalf of Tuscano Homeowners Association

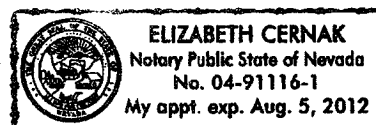
Dated: May 23, 2012

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







**Las Vegas Division**

376 E. Warm Springs Road, Suite 190  
Las Vegas, NV 89119  
Phone (702) 791-7000 • Fax (866) 704-6329

June 7, 2012

Red Rock Financial Services  
7251 Amigo Street, Suite 100  
Las Vegas, NV 89119

Order No.: 1048078  
Property Address: 7255 W. Sunset Road 2050, Las Vegas, NV  
Borrower: New Freedom Mortgage Corp  
Your Reference No.: R792725

TSG Liability: \$50,000.00  
TSG Premium: \$320.00  
Recording Fees: \$22.00

NOTICE OF DEFAULT under the terms of above Lien as follows:  
Recorded : May 29, 2012  
Document No.: 201205290001690, of Official Records.

**NOTICES:**

**Trustor(s) under Deed of Trust:**  
New Freedom Mortgage Corporation  
2363 South Foothill Drive  
Salt Lake City, UT 84109

New Freedom Mortgage Corporation  
2363 South Foothill Drive  
Salt Lake City, UT 84109-1458

New Freedom Mortgage Corporation  
7255 W. Sunset Rd #2050  
Las Vegas, NV 89113

**Interested Party(ies):**  
None

Sincerely,

1689  
NSM000530  
1643

Kristina Langendorf, Title Officer

kl



Red Rock Financial Services

June 8, 2012

VIA CERTIFIED AND FIRST CLASS MAIL

New Freedom Mortgage Corporation  
2363 S Foothill Dr  
Salt Lake City, UT 84109

Re: 7255 W Sunset Rd #2050 Las Vegas, NV 89113  
Tuscano Homeowners Association / R792725

Dear New Freedom Mortgage Corporation:

***Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.***

Red Rock Financial Services correspondence to you stated that failure to reinstate the above account would result in the ***Notice of Default and Election to Sell*** being prepared and recorded on the above referenced property. Noted in the correspondence, additional fees and costs have been added to the account balance. Enclosed, please find a copy of the ***Notice of Default and Election to Sell***.

Please contact Red Rock Financial Services to obtain an “up to date” account balance or to discuss alternative payment arrangements. All Payments must be in the form of a cashier’s check or money order. Please ensure the account number is listed on any payments remitted to our office. If we receive partial payments, they will be credited to your account, however, we will continue with the collection process on the balance owed as described above.

Additional information regarding this account can be obtained at [www.rrfs.com](http://www.rrfs.com). Please contact Red Rock Financial Services at 702-932-6887 with any questions.

Regards,

Red Rock Financial Services

Red Rock Financial Services

7251 Amigo Street, Suite 100 Las Vegas, NV 89119

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

Phone: 702-932-6887 Toll Free: 888-319-9460 Fax: 702.341.7733

By sending your check, please be aware that you are authorizing Red Rock Financial Services to use the information on your check to make a one-time electronic debit from your account at the financial institution indicated on your check. This electronic debit will be for the amount of your check; no additional amount will be added to the amount. (If we cannot collect your electronic payment, we will issue a draft against your account). Please contact the Accounts Receivable department at (702) 932-6887 to learn about other payment options should you prefer to not have your payment processed in this manner.

1691  
NSM000532  
1647



Red Rock Financial Services

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.

*Rebecca Tom*  
Prepared By Rebecca Tom, Red Rock Financial Services, on behalf of Tuscano Homeowners Association

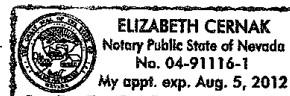
Dated: May 23, 2012

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.

*Elizabeth Cernak*  
When Recorded Red Rock Financial Services  
Mail To: 7251 Amigo Street, Suite 100  
Las Vegas, Nevada 89119  
702-932-6887



Description: Clark, NV Document-Year.Date.DocID 2012.529.1690 Page: 1 of 1  
Order: 8078 Comment:

Red Rock Financial Services

7251 Amigo Street, Suite 100 Las Vegas, NV 89119

www.rrfs.com

Phone: 702-932-6887 Toll Free: 888-319-9460 Fax: 702.341.7733

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1692  
1648  
NSM000533



Red Rock Financial Services

June 8, 2012

VIA CERTIFIED AND FIRST CLASS MAIL

New Freedom Mortgage Corporation  
7255 West Sunset Road #2050  
Las Vegas, NV 89113

Re: 7255 W Sunset Rd #2050 Las Vegas, NV 89113  
Tuscano Homeowners Association / R792725

Dear New Freedom Mortgage Corporation:

***Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.***

Red Rock Financial Services correspondence to you stated that failure to reinstate the above account would result in the ***Notice of Default and Election to Sell*** being prepared and recorded on the above referenced property. Noted in the correspondence, additional fees and costs have been added to the account balance. Enclosed, please find a copy of the ***Notice of Default and Election to Sell***.

Please contact Red Rock Financial Services to obtain an “up to date” account balance or to discuss alternative payment arrangements. All Payments must be in the form of a cashier’s check or money order. Please ensure the account number is listed on any payments remitted to our office. If we receive partial payments, they will be credited to your account, however, we will continue with the collection process on the balance owed as described above.

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Regards,

Red Rock Financial Services

Red Rock Financial Services

7251 Amigo Street, Suite 100 Las Vegas, NV 89119

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

Phone: 702-932-6887 Toll Free: 888-319-9460 Fax: 702.341.7733

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1693  
NSM000534  
1649



Red Rock Financial Services

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 ◆

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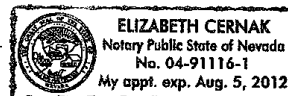
Prepared By Rebecca Tom, Red Rock Financial Services, on behalf of Tuscano Homeowners Association

STATE OF NEVADA )  
COUNTY OF CLARK )

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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



Description: Clark, NV Document-Year.Date.DocID 2012.529.1690 Page: 1 of 1  
Order: 8078 Comment:

Red Rock Financial Services

7251 Amigo Street, Suite 100 Las Vegas, NV 89119

www.rrfs.com

Phone: 702-932-6887 Toll Free: 888-319-9460 Fax: 702.341.7733

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1694  
NSM000535  
1690

<b>GENERAL INFORMATION</b>	
<b>PARCEL NO.</b>	176-03-510-102
<b>OWNER AND MAILING ADDRESS</b>	NEW FREEDOM MORTGAGE CORPORATION 2363 S FOOTHILL DR SALT LAKE CITY UT 84109-1458
<b>LOCATION ADDRESS CITY/UNINCORPORATED TOWN</b>	7255 W SUNSET RD 2050 SPRING VALLEY
<b>ASSESSOR DESCRIPTION</b>	TUSCANO CONDO PLAT BOOK 122 PAGE 11 UNIT 2050 BLDG 7  SEC 03 TWP 22 RNG 60
<b>RECORDED DOCUMENT NO.</b>	* 20110621:02567
<b>RECORDED DATE</b>	06/21/2011
<b>VESTING</b>	NO STATUS

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

<b>ASSESSMENT INFORMATION AND SUPPLEMENTAL VALUE</b>	
<b>TAX DISTRICT</b>	417
<b>APPRAISAL YEAR</b>	2011
<b>FISCAL YEAR</b>	11-12
<b>SUPPLEMENTAL IMPROVEMENT VALUE</b>	0
<b>SUPPLEMENTAL IMPROVEMENT ACCOUNT NUMBER</b>	N/A

<b>REAL PROPERTY ASSESSED VALUE</b>		
<b>FISCAL YEAR</b>	2011-12	2012-13
<b>LAND</b>	5250	4900
<b>IMPROVEMENTS</b>	17842	14015
<b>PERSONAL PROPERTY</b>	0	0
<b>EXEMPT</b>	0	0
<b>GROSS ASSESSED (SUBTOTAL)</b>	23092	18915
<b>TAXABLE LAND+IMP (SUBTOTAL)</b>	65977	54043
<b>COMMON ELEMENT ALLOCATION ASSD</b>	0	0
<b>TOTAL ASSESSED VALUE</b>	23092	18915
<b>TOTAL TAXABLE VALUE</b>	65977	54043

<b>ESTIMATED LOT SIZE AND APPRAISAL INFORMATION</b>	
<b>ESTIMATED SIZE</b>	0.00 Acres
<b>ORIGINAL CONST. YEAR</b>	2001
<b>LAST SALE PRICE MONTH/YEAR</b>	165850 03/11
<b>LAND USE</b>	1-70 RESIDENTIAL CONDOMINIUM
<b>DWELLING UNITS</b>	1



Red Rock Financial Services

May 11, 2012

New Freedom Mortgage Corporation  
2363 S Foothill Dr  
Salt Lake City, UT 84109  
R792725

Re: 7255 W Sunset Rd #2050, Las Vegas, NV 89113  
Tuscano Homeowners Association / R792725

Dear New Freedom Mortgage Corporation:

***Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.***

This letter is sent to you as a courtesy. As previously advised, Nevada Revised Statutes allows Red Rock Financial Services on behalf of the Association, to record a Notice of Default and Election to Sell no sooner than the 31<sup>st</sup> day after the mailing of the Lien for Delinquent Assessments. **In 10 days from the date of this letter, the Association will have the legal ability to proceed with the recordation of the Notice of Default and Election to Sell.**

Your choice to not reinstate the above account has resulted in the Lien for Delinquent Assessments, which was mailed to you, being recorded on the above referenced property.

**YOU MUST CONTACT OUR OFFICE FOR THE BALANCE DUE.** Please contact the Red Rock Financial Services office immediately to make payment in full or alternative payment arrangements. If you do not make payment arrangements within 10 days from the date of this letter, Red Rock Financial Services will have no other alternative but to proceed with the preparation and recordation of the Notice of Default and Election to Sell.

**If payment in full or other alternative payment arrangements are not made within 10 days from the date of this letter, the above account will have approximately \$800.00 in additional collection fees and costs added to the balance.**

To reinstate your account, **you must contact Red Rock Financial Services to obtain "up to date" payoff figures.** Payment must be in the form of a **cashier's check** or **money order**. Please ensure the account number is listed on any payments remitted to our office.

Additional information regarding this account can be obtained at [www.rvfs.com](http://www.rvfs.com). Please contact the office of Red Rock Financial Services at 702-932-6887 with any questions.

Regards,

Red Rock Financial Services

Red Rock Financial Services

7251 Amigo Street, Suite 100 Las Vegas, NV 89119

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

Phone: 702-932-6887 Toll Free: 888-319-9460 Fax: 702.341.7733

By sending your check, please be aware that you are authorizing Red Rock Financial Services to use the information on your check to make a one-time electronic debit from your account at the financial institution indicated on your check. This electronic debit will be for the amount of your check; no additional amount will be added to the amount. (If we cannot collect your electronic payment, we will issue a draft against your account.) If you wish to contact the Accounts Receivable department at (702) 932-6887 to learn about other payment options should you prefer to not have your payment processed in this manner.

1696  
NSM000537  
1052





Red Rock Financial Services

May 11, 2012

New Freedom Mortgage Corporation  
7255 West Sunset Road #2050  
Las Vegas, NV 89113  
R792725

Re: 7255 W Sunset Rd #2050, Las Vegas, NV 89113  
Tuscano Homeowners Association / R792725

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**If payment in full or other alternative payment arrangements are not made within 10 days from the date of this letter, the above account will have approximately \$800.00 in additional collection fees and costs added to the balance.**

To reinstate your account, **you must contact Red Rock Financial Services to obtain "up to date" payoff figures.** Payment must be in the form of a **cashier's check** or **money order**. Please ensure the account number is listed on any payments remitted to our office.

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Regards,

Red Rock Financial Services

Red Rock Financial Services

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1697  
NSM000538  
1053

Assessor Parcel Number: 176-03-510-102  
File Number: R792725

### Accommodation

Inst #: 201204040001017  
Fees: \$17.00  
N/C Fee: \$0.00  
04/04/2012 09:15:46 AM  
Receipt #: 1119464  
Requestor:  
NORTH AMERICAN TITLE  
COMPAN  
Recorded By: SOL Pgs: 1  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

### LIEN FOR DELINQUENT ASSESSMENTS

*Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.*

**NOTICE IS HEREBY GIVEN:** Red Rock Financial Services, a division of RMI Management LLC, officially assigned as agent by the Tuscano Homeowners Association, herein also called the Association, in accordance with Nevada Revised Statutes 116 and outlined in the Association Covenants, Conditions, and Restrictions, herein also called CC&R's, recorded on 04/05/2006, in Book Number 20060405, as Instrument Number 0002422 and including any and all Amendments and Annexations et. seq., of Official Records of Clark County, Nevada, which have been supplied to and agreed upon by said owner.

Said Association imposes a Lien for Delinquent Assessments on the commonly known property:

7255 W Sunset Rd #2050, Las Vegas, NV 89113

TUSCANO CONDO PLAT BOOK 122 PAGE 11 UNIT 2050 BLDG 7, in the County of Clark

Current Owner(s) of Record:

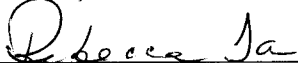
NEW FREEDOM MORTGAGE CORPORATION

**The amount owing as of the date of preparation of this lien is \*\*\$2,695.10.**

This amount includes assessments, late fees, interest, fines/violations and collection fees and costs.

\*\* The said amount may increase or decrease as assessments, late fees, interest, fines/violations, collection fees, costs or partial payments are applied to the account.

Dated: March 29, 2012




Prepared By Rebecca Tom, Red Rock Financial Services, on behalf of Tuscano Homeowners Association

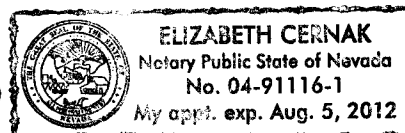
STATE OF NEVADA                     )  
COUNTY OF CLARK                 )

On March 29, 2012, before me, personally appeared Rebecca Tom, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



When Recorded Mail To: Red Rock Financial Services  
7251 Amigo Street, Suite 100  
Las Vegas, Nevada 89119  
702-932-6887





Red Rock Financial Services

April 10, 2012

VIA CERTIFIED AND FIRST CLASS MAIL

New Freedom Mortgage Corporation  
7255 West Sunset Road #2050  
Las Vegas, NV 89113

Re: 7255 W Sunset Rd #2050 Las Vegas, NV 89113  
Tuscano Homeowners Association / R792725

Dear New Freedom Mortgage Corporation:

***Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.***

Red Rock Financial Services initial correspondence to you stated that failure to reinstate the above account would result in the Lien for Delinquent Assessments being prepared and recorded on the above referenced property. Noted in the initial correspondence, additional fees and costs have been added to the account balance. As of the date of this letter, the account balance is \$2,859.10.

Enclosed, please find a copy of the Lien for Delinquent Assessments. The amount noted on this letter and the Lien for Delinquent Assessments may differ. The "Amount Due" on the Lien for Delinquent Assessments is accurate as of the date of preparation. These variations may be due to additional assessments, late fees, interest, fines and collection fees and costs being assessed to the account. Please contact Red Rock Financial Services to obtain an "up to date" account balance or to discuss alternative payment arrangements. All Payments must be in the form of a cashier's check or money order. Please ensure the account number is listed on any payments remitted to our office. If we receive partial payments, they will be credited to your account, however, we will continue with the collection process on the balance owed as described above.

**As of the date of this letter, the "30 Day Period" is still in effect. In the case that Red Rock Financial Services does not receive in written form a dispute of the debt, Red Rock Financial Services will assume the debt is valid. All disputes of the validity of the debt must be submitted in written form to Red Rock Financial Services. When the dispute is received, Red Rock Financial Services will provide verification of the debt and a copy of such verification will be mailed to you. Upon receipt of a written dispute, collection efforts on the part of Red Rock Financial Services will cease. A written response will be provided detailing the result of our findings regarding said dispute.**

Allowed by Nevada Revised Statutes, Red Rock Financial Services may record a Notice of Default and Election to Sell no sooner than the 31<sup>st</sup> day from the mailing of the Lien for Delinquent Assessments. As a courtesy to you, an Intent to Notice of Default courtesy letter will be sent to you via first class mail at an additional charge.

Additional information regarding this account can be obtained at [www.rvfs.com](http://www.rvfs.com). Please contact the office of Red Rock Financial Services at 702-932-6887 with any questions.

Regards,

Red Rock Financial Services  
enclosure(s)

Red Rock Financial Services

7251 Amigo Street, Suite 100 Las Vegas, NV 89119

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

Phone: 702-932-6887 Toll Free: 888-319-9460 Fax: 702.341.7733

By sending your check, please be aware that you are authorizing Red Rock Financial Services to use the information on your check to make a one-time electronic debit from your account at the financial institution indicated on your check. This electronic debit will be for the amount of your check; no additional amount will be added to the amount. (If we cannot collect your electronic payment, we will issue a draft against your account). Please contact the Accounts Receivable department at (702) 932-6887 to learn about other payment options should you prefer to not have your payment processed in this manner.

1699  
NSM000540  
1699



Red Rock Financial Services

Assessor Parcel Number: 176-03-510-102  
File Number: R792725

### Accommodation

Inst #: 201204040001017  
Fees: \$17.00  
N/C Fee: \$0.00  
04/04/2012 09:15:46 AM  
Receipt #: 1119464  
Requestor:  
NORTH AMERICAN TITLE  
COMPAN  
Recorded By: SOL Pgs: 1  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

### LIEN FOR DELINQUENT ASSESSMENTS

*Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.*

**NOTICE IS HEREBY GIVEN:** Red Rock Financial Services, a division of RMI Management LLC, officially assigned as agent by the Tuscano Homeowners Association, herein also called the Association, in accordance with Nevada Revised Statutes 116 and outlined in the Association Covenants, Conditions, and Restrictions, herein also called CC&R's, recorded on 04/05/2006, in Book Number 20060405, as Instrument Number 0002422 and including any and all Amendments and Annexations et. seq., of Official Records of Clark County, Nevada, which have been supplied to and agreed upon by said owner.

Said Association imposes a Lien for Delinquent Assessments on the commonly known property:

7255 W Sunset Rd #2050, Las Vegas, NV 89113

TUSCANO CONDO PLAT BOOK 122 PAGE 11 UNIT 2050 BLDG 7, in the County of Clark

Current Owner(s) of Record:

NEW FREEDOM MORTGAGE CORPORATION

**The amount owing as of the date of preparation of this lien is \*\*\$2,695.10.**

This amount includes assessments, late fees, interest, fines/violations and collection fees and costs.

\*\* The said amount may increase or decrease as assessments, late fees, interest, fines/violations, collection fees, costs or partial payments are applied to the account.

Dated: March 29, 2012

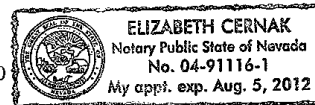
Prepared By Rebecca Tom, Red Rock Financial Services, on behalf of Tuscano Homeowners Association

STATE OF NEVADA )  
COUNTY OF CLARK )

On March 29, 2012, before me, personally appeared Rebecca Tom, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Elizabeth Cernak  
When Recorded Mail To: Red Rock Financial Services  
7251 Amigo Street, Suite 100  
Las Vegas, Nevada 89119  
702-932-6887



Red Rock Financial Services

7251 Amigo Street, Suite 100 Las Vegas, NV 89119

www.rrfs.com

Phone: 702-932-6887 Toll Free: 888-319-9460 Fax: 702.341.7733

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1700  
NSM000541  
1058



Red Rock Financial Services

April 10, 2012

VIA CERTIFIED AND FIRST CLASS MAIL

New Freedom Mortgage Corporation  
2363 S Foothill Dr  
Salt Lake City, UT 84109

Re: 7255 W Sunset Rd #2050 Las Vegas, NV 89113  
Tuscano Homeowners Association / R792725

Dear New Freedom Mortgage Corporation:

***Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.***

Red Rock Financial Services initial correspondence to you stated that failure to reinstate the above account would result in the Lien for Delinquent Assessments being prepared and recorded on the above referenced property. Noted in the initial correspondence, additional fees and costs have been added to the account balance. As of the date of this letter, the account balance is \$2,859.10.

Enclosed, please find a copy of the Lien for Delinquent Assessments. The amount noted on this letter and the Lien for Delinquent Assessments may differ. The "Amount Due" on the Lien for Delinquent Assessments is accurate as of the date of preparation. These variations may be due to additional assessments, late fees, interest, fines and collection fees and costs being assessed to the account. Please contact Red Rock Financial Services to obtain an "up to date" account balance or to discuss alternative payment arrangements. All Payments must be in the form of a cashier's check or money order. Please ensure the account number is listed on any payments remitted to our office. If we receive partial payments, they will be credited to your account, however, we will continue with the collection process on the balance owed as described above.

**As of the date of this letter, the "30 Day Period" is still in effect. In the case that Red Rock Financial Services does not receive in written form a dispute of the debt, Red Rock Financial Services will assume the debt is valid. All disputes of the validity of the debt must be submitted in written form to Red Rock Financial Services. When the dispute is received, Red Rock Financial Services will provide verification of the debt and a copy of such verification will be mailed to you. Upon receipt of a written dispute, collection efforts on the part of Red Rock Financial Services will cease. A written response will be provided detailing the result of our findings regarding said dispute.**

Allowed by Nevada Revised Statutes, Red Rock Financial Services may record a Notice of Default and Election to Sell no sooner then the 31<sup>st</sup> day from the mailing of the Lien for Delinquent Assessments. As a courtesy to you, an Intent to Notice of Default courtesy letter will be sent to you via first class mail at an additional charge.

Additional information regarding this account can be obtained at [www.rvfs.com](http://www.rvfs.com). Please contact the office of Red Rock Financial Services at 702-932-6887 with any questions.

Regards,

Red Rock Financial Services  
enclosure(s)

Red Rock Financial Services

7251 Amigo Street, Suite 100 Las Vegas, NV 89119

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

Phone: 702-932-6887 Toll Free: 888-319-9460 Fax: 702.341.7733

By sending your check, please be aware that you are authorizing Red Rock Financial Services to use the information on your check to make a one-time electronic debit from your account at the financial institution indicated on your check. This electronic debit will be for the amount of your check; no additional amount will be added to the amount. (If we cannot collect your electronic payment, we will issue a draft against your account). If you contact the Accounts Receivable department at (702) 932-6887 to learn about other payment options should you prefer to not have your payment processed in this manner.

1701  
NSM000542  
1057



Red Rock Financial Services

Assessor Parcel Number: 176-03-510-102  
File Number: R792725

### Accommodation

Inst #: 201204040001017  
Fees: \$17.00  
N/C Fee: \$0.00  
04/04/2012 09:15:46 AM  
Receipt #: 1119464  
Requestor:  
NORTH AMERICAN TITLE  
COMPAN  
Recorded By: SOL Pgs: 1  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

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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

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This amount includes assessments, late fees, interest, fines/violations and collection fees and costs.

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Dated: March 29, 2012

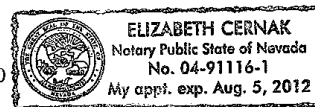
Prepared By Rebecca Tom, Red Rock Financial Services, on behalf of Tuscano Homeowners Association

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.

Elizabeth Cernak  
When Recorded Mail To: Red Rock Financial Services  
7251 Amigo Street, Suite 100  
Las Vegas, Nevada 89119  
702-932-6887



Red Rock Financial Services

7251 Amigo Street, Suite 100 Las Vegas, NV 89119

www.rrfs.com

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1702  
1058  
NSM000543

**GENERAL INFORMATION**

**PARCEL NO.** 176-03-510-102

**OWNER AND MAILING ADDRESS** NEW FREEDOM MORTGAGE CORPORATION  
2363 S FOOTHILL DR  
SALT LAKE CITY UT 84109-1458

**LOCATION ADDRESS** 7255 W SUNSET RD 2050 ✓  
**CITY/UNINCORPORATED TOWN** SPRING VALLEY

**ASSESSOR DESCRIPTION** TUSCANO CONDO  
PLAT BOOK 122 PAGE 11  
UNIT 2050 BLDG 7

**RECORDED DOCUMENT NO.** SEC 03 TWP 22 RNG 60  
\* 20110621:02567 ✓

**RECORDED DATE** 06/21/2011

**VESTING** NO STATUS

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

**ASSESSMENT INFORMATION AND SUPPLEMENTAL VALUE**

**TAX DISTRICT** 417

**APPRAISAL YEAR** 2011

**FISCAL YEAR** 11-12

**SUPPLEMENTAL IMPROVEMENT VALUE** 0

**SUPPLEMENTAL IMPROVEMENT ACCOUNT NUMBER** N/A

**REAL PROPERTY ASSESSED VALUE**

<b>FISCAL YEAR</b>	2011-12	2012-13
<b>LAND</b>	5250	4900
<b>IMPROVEMENTS</b>	17842	14015
<b>PERSONAL PROPERTY</b>	0	0
<b>EXEMPT</b>	0	0
<b>GROSS ASSESSED (SUBTOTAL)</b>	23092	18915
<b>TAXABLE LAND+IMP (SUBTOTAL)</b>	65977	54043
<b>COMMON ELEMENT ALLOCATION ASSD</b>	0	0
<b>TOTAL ASSESSED VALUE</b>	23092	18915
<b>TOTAL TAXABLE VALUE</b>	65977	54043

**ESTIMATED LOT SIZE AND APPRAISAL INFORMATION**

**ESTIMATED SIZE** 0.00 Acres

**ORIGINAL CONST. YEAR** 2001

**LAST SALE PRICE** 165850

**MONTH/YEAR** 03/11

**LAND USE** 1-70 RESIDENTIAL CONDOMINIUM

**DWELLING UNITS** 1

**PRIMARY RESIDENTIAL STRUCTURE**

<b>TOTAL LIVING SQ. FT.</b>	1046	<b>CARPORT SQ. FT.</b>	0	<b>ADDN/CONV</b>	NONE
<b>1ST FLOOR SQ. FT.</b>	1046	<b>STORIES</b>	MULTI-FAM (1)	<b>POOL</b>	NO
<b>2ND FLOOR SQ. FT.</b>	0	<b>BEDROOMS</b>	2	<b>SPA</b>	NO
<b>BASEMENT SQ. FT.</b>	0	<b>BATHROOMS</b>	2 FULL	<b>TYPE OF CONSTRUCTION</b>	FRAME STUCCO
<b>GARAGE SQ. FT.</b>	0	<b>FIREPLACE</b>	0	<b>ROOF TYPE</b>	CONCRETE TILE

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)

ASSESSOR'S COPY

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

APN # 176-03-510-102

Deed in Lieu of Foreclosure

ASSESSOR'S COPY

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 ~~23~~<sup>24</sup> 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.

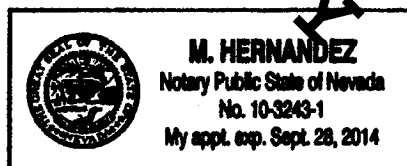
IN WITNESS WHEREOF the party of the first part has executed this Deed in Lieu of Foreclosure the day and year first hereabove written.

  
Stephanie Tablante

STATE OF NEVADA       )  
                                  ) SS.:  
COUNTY OF CLARK     )

On June 21<sup>st</sup>, 2011, before me the undersigned, a Notary Public in and for said County and State, personally appeared Stephanie Tablante, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

  
NOTARY PUBLIC



STATE OF NEVADA  
DECLARATION OF VALUE FORM

1. Assessor Parcel Number(s)

a. 176-03-510-102  
b. \_\_\_\_\_  
c. \_\_\_\_\_  
d. \_\_\_\_\_

2. Type of Property:

a. ☐ Vacant Land b. ☐ Single Fam. Res.  
c. ☒ Condo/Twnhse d. ☐ 2-4 Plex  
e. ☐ Apt. Bldg f. ☐ Comm'l/Ind'l  
g. ☐ Agricultural h. ☐ Mobile Home  
i. ☐ Other \_\_\_\_\_

FOR RECORDER'S OPTIONAL USE ONLY

Book: \_\_\_\_\_ Page: \_\_\_\_\_

Date of Recording: \_\_\_\_\_

Notes: \_\_\_\_\_

3. a. Total Value/Sales Price of Property

\$ 165,850.63

b. Deed in Lieu of Foreclosure Only (value of property)

( 67,977.00 )

c. Transfer Tax Value:

\$ 99,873.00

d. Real Property Transfer Tax Due

\$ ~~199.80~~ 73

4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090, Section 3

b. Explain Reason for Exemption:

Recording to add 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 [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



Red Rock Financial Services

February 24, 2012

VIA CERTIFIED AND FIRST CLASS MAIL

New Freedom Mortgage Corporation  
2363 S Foothill Dr  
Salt Lake City, UT 84109

Re: 7255 W Sunset Rd #2050, Las Vegas, NV 89113  
Tuscano Homeowners Association / R792725

Dear New Freedom Mortgage Corporation,

***Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.***

Tuscano Homeowners Association (herein also called the Association) has given permission under its agency agreement to Red Rock Financial Services to collect past due homeowner's association assessments. Accounting information obtained from the association or its managing agent, in regards to account balance, will not be accurate as additional collection fees and costs have been added to the above account.

The current balance due on the above account is \$2,151.94. If you choose to reinstate the account, payment in full must be received in the Red Rock Financial Services office within 30 days from the date of this letter. Payment must be in the form of a cashier's check or money order, made payable to Red Rock Financial Services and mailed to the address indicated below. Please ensure the account number is listed on any payments remitted to our office. If we receive partial payments, they will be credited to your account, however, we will continue with the collection process on the balance owed as described above.

If you choose not to pay your account in full within 30 days from the date of this letter, in accordance with Nevada Revised Statutes, Red Rock Financial Services will prepare and record a Lien for Delinquent Assessments on behalf of Tuscano Homeowners Association. Additional fees estimated in the amount of \$340.00 plus mailing fees will be added to the above account to cover the cost of preparing and/or recording the Lien for Delinquent Assessments. Please note these are estimated costs.

**A "30 Day Period" has been established for disputing the validity of the debt. Federal Law does not require Red Rock Financial Services to wait the "30 Day Period" to prepare and/or record the Lien for Delinquent Assessments. The "30 Day Period", according to Federal Law, begins from the date this letter is received by you.**

All disputes regarding the validity of the debt must be submitted in written form to Red Rock Financial Services. When the dispute is received, Red Rock Financial Services will provide verification of the debt and a copy of such verification will be mailed to you. Collection efforts on the part of Red Rock Financial Services will cease during the research process. When the research is completed, you will receive a written response. In addition, Red Rock Financial Services will provide you with the original creditor(s) and address(es) if different from the current. In the event that Red Rock Financial Services does not receive in written form, a dispute of the debt, Red Rock Financial Services will assume the debt is valid.

Additional information regarding this account can be obtained at [www.rvfs.com](http://www.rvfs.com). Please contact the office of Red Rock Financial Services at 702-932-6887 with any questions.

Regards,

Red Rock Financial Services

Red Rock Financial Services

7251 Amigo Street, Suite 100 Las Vegas, NV 89119

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

Phone: 702-932-6887 Toll Free: 888-319-9460 Fax: 702.341.7733

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1710  
1884000551  
1000



Red Rock Financial Services

February 24, 2012

VIA CERTIFIED AND FIRST CLASS MAIL

New Freedom Mortgage Corporation  
7255 West Sunset Road #2050  
Las Vegas, NV 89113

Re: 7255 W Sunset Rd #2050, Las Vegas, NV 89113  
Tuscano Homeowners Association / R792725

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Regards,

Red Rock Financial Services

Red Rock Financial Services

■ 7251 Amigo Street, Suite 100 Las Vegas, NV 89119

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

■ Phone: 702-932-6887 Toll Free: 888-319-9460 Fax: 702.341.7733

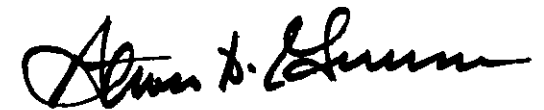
By sending your check, please be aware that you are authorizing Red Rock Financial Services to use the information on your check to make a one-time electronic debit from your account at the financial institution indicated on your check. This electronic debit will be for the amount of your check; no additional amount will be added to the amount. (If we cannot collect your electronic payment, we will issue a draft against your account. Please contact the Accounts Receivable department at (702) 932-6887 to learn about other payment options should you prefer to not have your payment processed in this manner.

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# **EXHIBIT 21**

# **EXHIBIT 21**





CLERK OF THE COURT

1 David R. Koch (Nevada Bar No. 8830)  
2 Steven B. Scow (Nevada Bar No. 9906)  
3 Brody R. Wight (Nevada Bar No. 13615)  
4 KOCH & SCOW LLC  
5 11500 S. Eastern Ave., Suite 210  
6 Henderson, NV 89052  
7 Telephone: (702) 318-5040  
8 Facsimile: (702) 318-5039  
9 dkoch@kochscow.com  
10 sscow@kochscow.com  
11 bwight@kochscow.com

12 *Attorneys for Counter-Defendant*  
13 *Red Rock Financial Services, LLC*

14 DISTRICT COURT

15 CLARK COUNTY, NEVADA

16 KAL-MOR-USA, LLC, a Nevada Limited  
17 Liability Company,

18 T.D. Service,

19 vs.

20 GREEN TREE SERVICING LLC, Delaware  
21 limited liability company; DOROTHY J.  
22 DANIELS, as trustee for the DOROTHY J.  
23 DANIELS LIVING TRUST; DOES I through  
24 X; and ROE CORPORATIONS I through X,

25 Defendants.

26 GREEN TREE SERVICING LLC,

27 Counterclaimant,

28 v.

KAL-MOR-USA, LLC, a Nevada Limited  
Liability Company,

Counter-Defendant(s).

GREEN TREE SERVICING LLC,

Cross-claimant,

v.

Case No. A-14-704704-C  
Dept. XXVIII

**DECLARATION OF JULIA  
THOMPSON IN SUPPORT OF RED  
ROCK FINANCIAL SERVICES, LLC's  
LIMITED OPPOSITION TO MOTION  
FOR SUMMARY JUDGMENT**

1 BELLA VITA HOMEOWNERS  
2 ASSOCIATION; RED ROCK FINANCIAL  
3 SERVICES, LLC,

4 Cross-Defendant(s).

5  
6 I, Julia Thompson, do hereby swear under penalty of perjury that the  
7 following assertions are true to the best of my personal knowledge and belief or based  
8 upon my review of the documentation and records available to me.

9 1. I am a supervisor at Red Rock Financial Services ("Red Rock"). Red Rock is  
10 a collection agent for Bella Vita Homeowners Association (the "HOA"). The property  
11 located at 5295 Indian River Drive, #312, Las Vegas, Nevada 89103 (the "Property") is  
12 located within the HOA.

13 2. On May 11, 2012 Red Rock received correspondence from the law firm  
14 Miles, Bauer, Bergstrom & Winters, LLP ("Miles Bauer") as counsel for Bank of America,  
15 N.A. ("BANA") requesting the amount of common assessments that were delinquent on  
16 the Property.

17 3. At the time Red Rock received the Miles Bauer correspondence it had  
18 already received correspondence from Miles Bauer concerning Red Rock's collection  
19 efforts on a large number of other properties that were delinquent on HOA assessments  
20 on a number of occasions.

21 4. All of the past correspondence from Miles Bauer contained what we believe  
22 was identical language as the May 11, 2012 correspondence apart from a difference in  
23 factual information such as dates, the name of the principal HOA, and the address of the  
24 property at issue. The correspondence was best described as a form letter.

25 5. In response to the May 11, 2012 correspondence Red Rock sent a letter to  
26 Miles Bauer on May 21, 2012 containing the total amount of the lien the HOA had on the  
27  
28

1 Property under a lien for delinquent assessments. Red Rock also included an itemized  
2 ledger breaking down all expenses in order to respond to Miles Bauer's specific request.

3 6. The May 21, 2012 letter from Red Rock was a form letter identical to a large  
4 number of form letters Red Rock sent Miles Bauer in response to the past Miles Bauer  
5 correspondence outlined in paragraphs 3 and 4 above.

6 7. After receiving the May 21, 2012 letter from Red Rock, on May 31, 2012  
7 Miles Bauer sent Red Rock a cashier's check on behalf of its client BANA for an amount it  
8 calculated to be nine months of bare assessments on the Property, which was an amount  
9 much less than the total HOA lien. The cashier's check was delivered with a letter from  
10 Miles Bauer explaining the purpose of the cashier's check and placing what we believed  
11 were conditions on the acceptance of the cashier's check.

12 8. As with all past correspondence concerning multiple other properties, both  
13 the calculation of the amount of the cashier's check Miles Bauer sent Red Rock on  
14 May 31, 2012 and the content of the accompanying letter were identical to a number of  
15 past cashier's checks and letters that Red Rock had received from Miles Bauer on other  
16 properties.

17 9. As it did with all past cashier's checks Red Rock received from Miles Bauer,  
18 Red Rock did not accept the cashier's check it received on May 31, 2012 and Miles Bauer  
19 came to pick that check up in their normal daily run.

20 10. In a number of instances before Red Rock's rejection of the May 31, 2012  
21 cashier's check, when Red Rock rejected the cashier's checks from Miles Bauer it sent a  
22 form letter to Miles Bauer explaining its reasoning for rejecting the cashier's check.  
23 However, because the reasons for rejecting the cashier's checks were identical in each  
24 instance, Red Rock elected to send Miles Bauer a final letter explaining why it would  
25 reject all future cashier's checks on other properties. The letter clearly stated that it would  
26 no longer be addressing future letters from Miles Bauer. Red Rock recently discovered a  
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1 copy of this letter dated April 7, 2010. A true and correct copy of this letter is attached  
2 hereto as Exhibit 1.

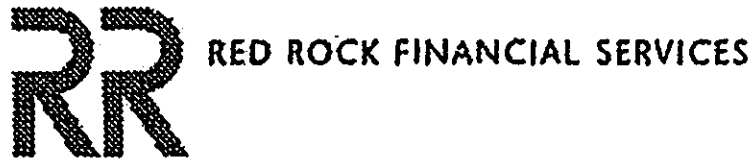
3  
4 I declare under penalty of perjury per the laws of the United States of America and  
5 the State of Nevada that the foregoing is true and correct to the best of my knowledge.

6  
7 Dated: January 12, 2017

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9 JULIA THOMPSON  
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# EXHIBIT 1

# EXHIBIT 1



April 7, 2010

Miles, Bauer, Bergstrom & Winters, LLP  
Attn: Rock K. Jung, Esq.,  
2200 Paseo Verde Parkway, Suite 250  
Henderson, Nevada 89052

Dear Rock K. Jung, Esq.,

**Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.**

Red Rock Financial Services is in receipt of numerous correspondences regarding your interpretation of NRS 116.3116 and NRS 3116.3102. Our response to your correspondence is as follows:

When our office records a Notice of Default on behalf of the Homeowners Association, we are required by NRS 116.31162 to send a copy of the Notice of Default to all who have a vested interest in the property. As your client reflected as having a vested interest for all properties listed on Exhibit A, a copy of the Notice of Default was provided. Those that have a vested interest in the property are not required but may pay the debt that is attached to that specific Notice of Default.

In the correspondence you state that our lien is "Junior" to your client's, which we agree. However, we do not agree with your interpretation and implementation of NRS 116.3102 under the current situation.

The industry standard interpretation of NRS 116.3102 and our interpretation are as follows: The First Mortgage is "Senior" to the Homeowners Association. Therefore, when the First Mortgage forecloses, according to NRS 116.3102, the First Mortgage is responsible to pay six months of past due assessments from the time the First Mortgage foreclosed. Therefore, NRS 116.3102 only applies when someone who is "Senior" to the Homeowners Association forecloses on the property in question. Please note that as of October 1, 2009, it is a nine month super-priority lien amount.

Anyone who has a vested interest may pay the debt at any time prior to the Homeowners Association proceeding with the non-judicial foreclosure process however the debt must be paid in full. NRS 116.3102 does not apply in this situation.

If your client wishes pay, your client must submit Payoff Request in writing for each property to our office. If your client does not wish pay, please be aware that our office will continue to notify them of any further collection action we may take on the properties listed on Exhibit A as required by law.

We feel we have expressed our position in this matter clearly on numerous occasions; as such we will no longer be addressing these notices. If you feel you have any further information you wish to provide, please feel free to respond to this letter via first class mail or our website [www.rrfs.com](http://www.rrfs.com).

Sincerely,

Kimberlee Sibley  
Red Rock Financial Services

KJS/jmt