

IN THE SUPREME COURT OF THE STATE OF NEVADA

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PATRICIA ANTHONY; and
WILLIAM ANTHONY,

Appellants,

vs.

FEDERAL NATIONAL MORTGAGE
ASSOCIATION,

Respondent.

)

)

)Supreme Court No. 79284

)Dist. Ct. Case No. CV17-00843

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DOCKETING STATEMENT
CIVIL APPEALS

1. Judicial District and Judge

A. Second Judicial District Court of the State of Nevada in and for
the County of Washoe. Case No. CV17-00843. Hon. Barry L.
Breslow

2. Attorney filing this docketing statement:

A. Michael Lehnert, Esq. 429 Marsh Ave., Reno, Nevada 89509,
(775) 786-1695.

B. Co-Counsel acting with Mr. Lehnert on behalf of Appellants: None

C. Clients: Appellants Patricia Anthony; and William Anthony.

3. Attorney(s) representing respondents(s):

A. Respondent Federal National Mortgage Association, is
represented by Darren T. Brenner, Esq. and Jamie K. Combs, Esq.,
Akerman, LLP. 1635 Village center Circle, Suite 200, Las Vegas,
Nevada 89134

4. Nature of disposition below (check all that apply):

Electronically Filed
Jul 29 2019 02:50 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

- | | |
|---|---|
| <input type="checkbox"/> Judgment after bench trial | <input type="checkbox"/> Dismissal: |
| <input type="checkbox"/> Judgment after jury verdict | <input type="checkbox"/> Lack of jurisdiction |
| <input checked="" type="checkbox"/> Summary judgment | <input type="checkbox"/> Failure to state a claim |
| <input type="checkbox"/> Default judgment | <input type="checkbox"/> Failure to prosecute |
| <input type="checkbox"/> Grant/Denial of NRCP 60(b) relief | <input type="checkbox"/> Other (specify): _____ |
| <input type="checkbox"/> Grant/Denial of injunction | <input type="checkbox"/> Divorce Decree: |
| <input type="checkbox"/> Grant/Denial of declaratory relief | <input type="checkbox"/> Original <input type="checkbox"/> Modification |
| <input type="checkbox"/> Review of agency determination | <input type="checkbox"/> Other disposition (specify): |

5. Does this appeal raise issues concerning any of the following?

- ☐ Child Custody
- ☐ Venue
- ☐ Termination of parental rights

A. No.

6. Pending and prior proceedings in this court. List the case name and docket number of all appeals or original proceedings presently or previously pending before this court which are related to this appeal:

A. Appellants filed a Notice of Appeal of The District Court's August 7, 2017 Order Granting Preliminary Injunction on August 7, 2017 and withdrew the Notice of Appeal on August 21, 2017. On September 7, 2017 this Court entered an order dismissing that appeal.

7. Pending and prior proceedings in other courts. List the case name, number and court of all pending and prior proceedings in other courts which are related to this appeal (e.g., bankruptcy, consolidated or bifurcated proceedings) and their dates of disposition:

A. On March 25, 2010 the Defendants filed an action against Capitol Commerce Mortgage Company, which is the predecessor in interest to Fannie Mae in Federal District Court, 3:10-cv-169-RCJ-WGC. On February 15, 2012 the

District Court dismissed the complaint in its entirety without leave to amend (ECF 131).

8. Nature of the action. Briefly describe the nature of the action and the result below:

A. This was an action filed by the Plaintiff for trespass after a foreclosure had taken place on the real property located at 3705 Anthony Place, Sun Valley, Nevada. At the time of the foreclosure, the Defendants owned a 1996 FUQUA mobile home, Serial No. 15233AC. This mobile home was personal property and had not yet been converted to real property. In 2015 Fannie Mae obtained a certificate of title to the FUQUA mobile home by claiming they had repossessed it. Then Fannie Mae converted the FUQUA mobile home to real property and obtained ownership. The Defendants claim the foreclosure and disposition of the FUQUA mobile home violated Section Six of Article Nine of the Uniform Commercial Code, and that they are entitled to the statutory damages as set forth in NRS 104.9625(3)(b).

B. The Court entered an order granting Fannie Mae's motion for summary judgment and denying the Defendants' motion for summary judgment. The Court directed counsel for the Plaintiff to draw up the findings of fact, conclusions of law and judgment, but they have not yet been entered.

9. Issues on appeal. State specifically all issues in this appeal (attach separate sheets as necessary):

A. Did the District Court commit error in failing to award statutory damages pursuant to NRS 104.9625(3) based upon Fannie Mae's filing of a transfer statement that was inaccurate and thereafter

disposing of the personal property by converting it to real property that it already owned?

- B. Is a mobile home an "improvement" under a deed of trust where there has been a failure to comply with all requirements of NRS 361.244(2).

10. Pending proceedings in this court raising the same or similar issues. If you are aware of any proceedings presently pending before this court which raises the same or similar issues raised in this appeal, list the case name and docket numbers and identify the same or similar issue raised:

- A. None

11. Constitutional issues. If this appeal challenges the constitutionality of a statute, and the state, any state agency, or any officer or employee thereof is not a party to this appeal, have you notified the clerk of this court and the attorney general in accordance with NRAP 44 and NRS 30.130?

- A. ☒ N/A

- B. ☐ Yes

- C. ☐ No

If not, explain: Not Applicable

12. Other issues. Does this appeal involve any of the following issues?

- A. ☐ Reversal of well-settled Nevada precedent (identify the case(s))

- B. ☐ An issue arising under the United States and/or Nevada Constitutions

- C. ☒ A substantial issue of first impression

- D. ☐ An issue of public policy

- E. ☐ An issue where en banc consideration is necessary to maintain uniformity of this court's decisions

- F. ☐ A ballot question

If so, explain: Article Nine of the Uniform Commercial Code provides for statutory damages for any violation of Section Six of Article Nine. This Court has never decided if filing a transfer statement that was inaccurate and thereafter disposing of the property by converting it to real property it already owned is a violation of Section Six of Article Nine.

This Court has never decided if a titled mobile is an improvement under a deed of trust where not all of the steps have been taken to convert it to real property under NRS 361.244(2).

13. Assignment to the Court of Appeals or retention in the Supreme Court. Briefly set forth whether the matter is presumptively retained by the Supreme Court or assigned to the Court of Appeals under NRAP 17, and cite the subparagraph(s) of the Rule under which the matter falls. If appellant believes that the Supreme Court should retain the case despite its presumptive assignment to the Court of Appeals, identify the specific issue(s) or circumstance(s) that warrant retaining the case, and include an explanation of their importance or significance:

A. NRAP 17(a)(13) says that the Supreme Court shall hear and decide matters raising as a principal issue a question of first impression involving the United States or Nevada constitution or common law. This case involves two issues of first impression which are described in ¶12(F).

14. Trial. If this action proceeded to trial, how many days did the trial last?

A. Not Applicable

15. Judicial Disqualification. Do you intend to file a motion to disqualify or have a justice recuse him/herself from participation in this appeal? If so, which Justice?

A. No.

16. Date of entry of written judgment or order appealed from:

On July 10, 2019 the District Court entered its Order Granting Plaintiff's motion for summary judgment and it denied the Defendants' motion for summary judgment.

17. Date written notice of entry of judgment or order was served:

July 10, 2015.

Service was by electronic means.

18. If the time for filing the notice of appeal was tolled by a post-judgment motion (NRCP 50(b), 52(b), or 59)

(a) Specify the type of motion, the date and method of service of the motion, and the date of filing.

☐ NRCP 50(b) Date of filing N/A

☐ NRCP 52(b) Date of filing N/A

☒ NRCP 59 Date of filing N/A

(b) Date of entry of written order resolving tolling motion:

(c) Date written notice of entry of order resolving tolling motion was served:

Was service by:

☐ Delivery

☐ Mail

Not Applicable

19. Date notice of appeal filed:

A. July 24, 2019.

If more than one party has appealed from the judgment or order, list the date each notice of appeal was filed and identify by name the party filing the notice of appeal:

Not Applicable

20. Specify statute or rule governing the time limit for filing the notice of appeal:

A. Nev. R. App. Pro. 4(a)(1) states that a notice of appeal must be filed after entry of a written judgment or order, and no later than 30 days after the date that written notice of entry of the judgment or order appealed from is served.

21. Specify the statute or other authority granting this court jurisdiction to review the judgment or order appealed from:

A. Nev. R. App. Pro. 3(b)(1).

210(b) Explain how each authority provides a basis for appeal from the judgment or order:

A. Nev. R. App. Pro. 3(b)(1) states that an appeal may be taken from a final judgment entered in an action or proceeding commenced in the court in which the judgment is rendered. The Court's July 10, 2019 order granting summary judgment is such a final order.

22. List all parties involved in the action or consolidated actions in the district court:

(a) Parties: Plaintiffs: Federal National Mortgage Association. Defendants: Patricia Anthony and William Anthony. All parties in the district court are parties to this appeal.

(b) Parties: If all parties in the district court are not parties to this appeal, explain in detail why those parties are not involved in this appeal, e.g., formally dismissed, not served, or other:

Not Applicable

23. Give a brief description (3 to 5 words) of each party's separate claims, counterclaims, cross-claims, or third-party claims and the date of formal disposition of each claim.

A. Plaintiffs sued for statutory damages and to offset all claims asserted by Fannie Mae with respect to its trespass action.

24. Did the judgment or order appealed from adjudicate ALL the claims alleged below and the rights and liabilities of ALL the parties to the action or consolidated actions below?

☒ Yes

☐ No

25. If you answered "No" to question 23, complete the following:

(a) Specify the claims remaining pending below: Not Applicable

(b) Specify the parties remaining below: Not Applicable

(c) Did the district court certify the judgment or order appealed from as a final judgment pursuant to NRCP 54(b)? Not Applicable

(d) Did the district court make an express determination, pursuant to NRCP 54(b), that there is no just reason for delay and an express direction for the entry of judgment?

Not Applicable

26. If you answered "No" to any part of question 24, explain the basis for seeking appellate review (e.g., order is independently appealable under NRAP 3A(b):

A. Not Applicable

27. Attach file-stamped copies of the following documents:

A. The latest-filed complaint, counterclaims, cross-claims, and third-party claims: Please see Exhibit "1".

B. Any tolling motion(s) and order(s) resolving tolling motion(s): None

C. Orders of NRCP 41(a) dismissals formally resolving each claim, counterclaims, cross-claims and/or third-party claims asserted in the action or consolidated action below, even if not at issue on appeal: None

- D. Any other order challenged on appeal: July 10, 2019 Order.
Please see Exhibit "2".
- E. Notices of entry for each attached order: Please see Exhibit "2",
last page and Exhibit "3"..

VERIFICATION

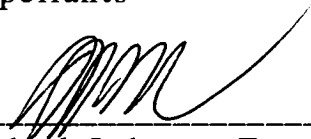
I declare under penalty of perjury that I have read this docketing statement, that the information provided in this docketing statement is true and complete to the best of my knowledge, information and belief, and that I have attached all required documents to this docketing statement.

Patricia Anthony; and William
Anthony
Appellants

July 2⁹, 2019

County of Washoe, State of Nevada

Michael Lehnert, Esq., Counsel for
Appellants



Michael Lehnert, Esq.

CERTIFICATE OF SERVICE

I certify that on the 29 day of July, 2019, I served a copy of this completed docketing statement upon all counsel of record:

☐ By personally serving it upon him/her; or

☒ By mailing it by first class mail with sufficient postage prepaid to the following address: Darren T. Brenner, Esq. and Jamie K. Combs, Esq., Akerman, LLP. 1635 Village center Circle, Suite 200, Las Vegas, Nevada 89134.

Dated this 29 day of July, 2019



Dolores Stigall

EXHIBIT "1"

EXHIBIT "1"

TIFFANY & BOSCO, P.A.
212 S. Jones Blvd
Las Vegas NV 89107
Tel (702) 258-8200 Fax (702) 258-8787

GREGORY L. WILDE, ESQ.
Nevada Bar No. 4417
MATTHEW D. DAYTON, ESQ.
Nevada Bar No. 11552
TIFFANY & BOSCO, P.A.
212 S. Jones Blvd.
Las Vegas NV 89107
Tel (702) 258-8200
Fax (702) 258-8787
TB# 12-74506

SECOND JUDICIAL DISTRICT COURT

WASHOE COUNTY, NEVADA

Federal National Mortgage Association,
Plaintiff,

Case No.:
Dept No.:

Patricia Anthony, William Anthony, and/or
Occupants 1-5,

Defendant(s),

COMPLAINT FOR TRESSPASS & INJUNCTIVE RELIEF

COMES NOW, Plaintiff Federal National Mortgage Association, ("Plaintiff") and for
its cause of action against Defendant **PATRICIA ANTHONY and WILLIAM
ANTHONY**, and unknown Occupants 1-5 (hereinafter referred to as Defendants),
complains and alleges as follows:

1. That Plaintiff is the owner of the property located at **3705 Anthony Place, Sun
Valley, Nevada**. (Hereinafter "Subject Property" or "premises"), currently occupied by
the Defendants.

2. That on February 6, 2013, Plaintiff obtained a order granting a Permanent Writ Of
Restitution from the Sparks Township. See exhibit "1".

1 3. That on or about March 3, 2013, the original Permanent Writ of Restitution was
2 sent to the Washoe County Sheriff's Office to perform a lockout at the Subject Property.

3 4. That the lockout was successful on or about March 3, 2013.

4 5. That Defendants illegally and wrongfully broke back into the subject property
5 thereafter and continue to occupy the same unlawfully.
6

7 6. That the Plaintiff later sought to remove the Defendants from the premises but
8 they refused to leave.

9 7. That Plaintiff obtained a second Permanent Writ of Restitution on or about July 6,
10 2016 and Plaintiff provided the same to the Washoe County Sheriff's Office. See exhibit
11 "2".
12

13 8. Defendants are notorious in local area and have continually exerted hostile
14 behavior including threats of the use of force against any persons who attempt to obtain
15 restitution of the property.
16

17 9. The Defendants have demonstrated an unwillingness to recognize or cooperate
18 with orders from the Justice Court through the duration of this controversy, including re-
19 entering the property after being removed and threatening to use force to prevent any
20 future attempts.
21

22 10. The Defendants have filed a barrage of nonsensical pleadings in the Justice Court
23 and have faxed the same to undersigned counsel. Attached as exhibit "3" is an example.

24 11. That the Defendants have trespassed and continue to trespass on the subject
25 property, invading on the property of the Plaintiff, intentionally intruding thereon, and
26 causing damages to the Plaintiff.
27
28

1 12. Plaintiff has made arrangements with the Washoe County Sheriff's Office to
2 again remove the Defendants from the property and have a moving company present to
3 remove the Defendants' personal property with the plan to store the same away from the
4 premises as allowed by state statute.

6 13. Plaintiff reasonably believes that the Defendants will act hostile and/or violently
7 towards law enforcement and the moving company during the removal of their persons and
8 belongings from the premises as threatened.

9 14. The moving company will not agree to assist with the removal of the personal
10 property unless Plaintiff obtains a restraining order requiring that the Defendants, and their
11 agents, affiliates, or the like, remain more than 500 yards from the premises during the
12 removal.

14 15. Plaintiff requested a restraining order from the Justice Court Judge Kevin Higgins
15 which is most familiar with the Defendants' wrongful conduct but while he sympathized with
16 the Plaintiff's situation, he could not take jurisdiction to grant such relief. See exhibit "4".

18 16. That Plaintiff now seeks such relief from this District Court and is entitled to the same.

19 17. That Plaintiff is also entitled to a permanent injunction thereafter prohibiting the
20 Defendants from further trespassing on or in the premises.

21 18. That is has been necessary for Plaintiff to employ the services of TIFFANY &
22 BOSCO, P.A., duly licensed and practicing attorneys in the State of Nevada, to file and
23 litigate this action, and reasonable attorney's fees should be awarded to Plaintiff to be paid by
24 Defendants.

26 WHEREFORE, Plaintiff prays for Judgment against Defendants as follows:

- 27 1. For an order deeming the Defendants as trespassers.
28

2. For a restraining order requiring that the Defendants remain more than 500 yards from the subject premises during the execution of the permanent Writ of Restitution and removal of their personal belongings, or face arrest;
3. For a permanent injunction prohibiting defendants from entering on the premises or otherwise interfering with Plaintiff's, or its successor's, quiet enjoyment of the premises thereafter, or face arrest;
4. For damages arising from the Defendants' conduct;
5. For reasonable attorney fees;
6. For costs of Court; and
7. For such other and further relief as the Court may deem proper.

AFFIRMATION

Pursuant to NRS 239B.030, I hereby certify that the foregoing document does not contain the social security number of any person.

DATED this 1st day of May 2017.

TIFFANY & BOSCO, P.A.

/s/ Gregory L. Wilde

GREGORY L. WILDE, ESQ.

Attorney for Plaintiff
212 South Jones Boulevard
Las Vegas, NV 89107

TIFFANY & BOSCO, P.A.
212 S. Jones Blvd
Las Vegas NV 89107
Tel (702) 258-8200 Fax (702) 258-8787

EXHIBIT INDEX

FEDERAL NATIONAL MORTGAGE ASSOCIATION
vs.

Patricia Anthony, William Anthony, and/or Occupants 1-5

Exhibit No.	Name of Document
1	February 6, 2013 Permanent Writ of Restitution
2	July 6, 2016 Permanent Writ of Restitution
3	Example of nonsensical pleadings
4	Order Denying Motion

FILED
Electronically
CV17-00843
2017-05-02 09:02:06 AM
Jacqueline Bryant
Clerk of the Court
Transaction # 6078761 : tbritton

EXHIBIT “1”

EXHIBIT “1”

ORIGINAL

1 **TIFFANY & BOSCO, P.A.**
2 Gregory L. Wilde, Esq.
3 Nevada Bar No. 4417
4 212 S. Jones Boulevard
5 Las Vegas NV 89107
6 Telephone: (702) 258-8200
7 Fax: (702) 258-8787

8 Attorney for Plaintiff
9 12-74506 / L1208TM

10 JUSTICE COURT, SPARKS TOWNSHIP

11 WASHOE COUNTY, NEVADA

12 Federal National Mortgage Association,

Case No.: 12-SCV-0936

13 Plaintiff,

Dept No.: 2

14 vs.

15 Patricia Anthony, William Anthony, and/or
16 Occupants 1-5

17 Defendant.

18 PERMANENT WRIT OF RESTITUTION

19 TO: THE WASHOE COUNTY SHERIFF, NEVADA:

20 GREETINGS: PATRICIA ANTHONY, WILLIAM ANTHONY, AND/OR

21 OCCUPANTS 1-5

22 YOU ARE HEREBY NOTIFIED that pursuant to a Court Order, Plaintiff is to
23 have peaceable restitution of the real property located at:

24 3705 Anthony Place, Sun Valley, NV 89433.

25 ///

26 ///

27 ///

28 ///

TIFFANY & BOSCO, P.A.
212 S. Jones Boulevard
Las Vegas NV 89107
Telephone: (702) 258-8200 Fax: (702) 258-8787

TIFFANY & BOSCO, P.A.
212 S. Jones Boulevard
Las Vegas NV 89107
Telephone: (702) 258-8200 Fax: (702) 258-8787

1 YOU ARE THEREFORE COMMANDED, taking with you the force of the
2 County if necessary, to remove said Defendants, PATRICIA ANTHONY, WILLIAM
3 ANTHONY, and all persons claiming under them, and that Plaintiff shall have
4 peaceable restitution of the same.
5

6 DATED this 6th day of Feb, 2013.

7
8
9 JUSTICE COURT JUDGE

10 Submitted by:

11 TIFFANY & BOSCO, P.A.

12
13 By [Signature]
14 GREGORY L. WILDE, ESQ.
15 Nevada Bar No. 4417
16 212 S. Jones Boulevard
17 Las Vegas, Nevada 89107
18 Attorney for Plaintiff
19
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FILED
Electronically
CV17-00843
2017-05-02 09:02:06 AM
Jacqueline Bryant
Clerk of the Court
Transaction # 6078761 : tbritton

EXHIBIT “2”

EXHIBIT “2”

ORIGINAL

TIFFANY & BOSCO

Gregory L. Wilde, Esq.
Nevada Bar No. 004417
212 South Jones Boulevard
Las Vegas, Nevada 89107
Telephone: 702 258-8200
Fax: 702 258-8787
Attorneys for Plaintiff
TB# 12-74506
evictionsnv@tblaw.com

JUSTICE COURT, SPARKS TOWNSHIP

WASHOE COUNTY, NEVADA

Federal National Mortgage Association,

Plaintiff,

vs.

Patricia Anthony and William Anthony and/or
Occupants 1-5,

Defendants.

Case No. 12-SCV-0936
Dept. No. 2

PERMANENT WRIT OF RESTITUTION

TO: THE WASHOE COUNTY SHERIFF, NEVADA:

GREETINGS: PATRICIA ANTHONY, WILLIAM ANTHONY, AND/OR OCCUPANTS 1-5:

YOU ARE HEREBY NOTIFIED that pursuant to a Court Order, Plaintiff is to have peaceable
restitution of the real property located at:

3705 Anthony Place , Sun Valley, NV 89433.

1 YOU ARE THEREFORE COMMANDED, taking with you the force of the County if necessary,
2 to remove said Defendants PATRICIA ANTHONY, WILLIAM ANTHONY, all persons claiming under
3 them, and that Plaintiff shall have peaceable restitution of the same.

4 DATED this 6 day of Aug, 2016.

5
6 JUSTICE COURT JUDGE

7 Submitted by:

8
9 TIFFANY & BOSCO, P.A.

10 By G. Wilde
11 GREGORY L. WILDE, ESQ.
12 Nevada Bar No. 4417
13 212 S. Jones Boulevard
14 Las Vegas, Nevada 89107
15 Attorney for Plaintiff
16
17
18
19
20
21
22
23
24
25
26

EXHIBIT “3”

EXHIBIT “3”

1 TIFFANY & BOSCO, P.A.
2 Gregory L. Wilde, Esq.
3 Nevada State Bar No. 4417
4 212 South Jones Boulevard
5 Las Vegas, Nevada 89107
6 Telephone: 702 258-8200
7 Fax: 702 258-8787
8 12-74506

Exempt from Levy
This original presentment posted 5/22/2012, despite our
prominently posted NO TRESPASSING, PRIVATE PROPERTY and
public NOTICE signs, is timely, conditionally accepted for value and
consideration or performance upon verified
proof of your claims and returned
certified: 1) in accordance
with all assertions of enclosed
lawful notification letter; 2) your
alleged client has verified
unrebutted proof of
ownership that
lawfully

THREE DAY NOTICE TO VACATE

TO: Patricia S. Anthony, William M. Anthony and/or Nonresidents
3705 Anthony Place
Sun Valley, NV 89433

YOU ARE HEREBY NOTIFIED that you are unlawfully in possession of the above premises, in that property you occupy. A Trustee's sale of the above property was held on April 23, 2012, which sale Federal National Mortgage Association became the owner of the property.

YOU ARE FURTHER NOTIFIED that unless you vacate the above premises three days from the date of the service of this notice, eviction proceedings will be commenced against you for reasonable rents, costs, and attorney's fees.

DATED: May 16, 2012

Supersedes and negates all our
verified claims, with complete
lawful county-recorded chain of
title; 3) you possess lawfully
accepted lawful Power of Attorney from

Respectfully submitted,

TIFFANY & BOSCO, P.A.

By

[Signature]
GREGORY L. WILDE, ESQ.
Attorneys for Plaintiff

verified principal of your alleged client specific to this property matter, verified
copy hereby demanded; and 4) tendered negotiable instrument received and
accepted by Bank of America on April 16, 2012 from us does NOT
legally discharge alleged debt prior to "Trustee sale"

this twenty-third day of May, year of our Lord Yeshua two thousand
twelve by Patricia-Sanbuen Anthony, living woman, authorized
agent for Patricia S. Anthony and
by William Michael Anthony,
living man, authorized agent for William M. Anthony, peaceful
inhabitants upon the land, in obedience to The Almighty Creator, stewards
taking dominion, to His honor and glory



1 SUPPLEMENTAL INFORMATION RE: NOTICE TO VACATE

2 As you now know, the property you occupy has been foreclosed upon and the new owner is seeking to obtain
3 possession of the property. If you can provide proof that you are a "tenant" of the premises, you may have certain
4 rights afforded to you. In order to see if you qualify, fax, mail or deliver a written statement detailing your
5 alleged tenancy to:

6 Tiffany & Bosco, P.A., Attention: "Eviction Department" 212 S. Jones Blvd. Las Vegas, Nevada 89107.
7 Fax (702) 258-8787

8 PHONE CALLS REGARDING AN ALLEGED TENANCY WILL NOT BE ACCEPTED AND WILL NOT
9 PRESERVE YOUR POSSIBLE RIGHTS. ATTACH A COPY OF YOUR LEASE OR OTHER WRITTEN
10 DOCUMENTATION SHOWING A TENANCY.

11 THIS SUPPLEMENTAL INFORMATION DOES NOT APPLY TO PREVIOUS OWNERS OF THE
12 PROPERTY OR TO OCCUPANTS THAT CANNOT PROVE VALID TENANCY.

13 TO THOSE THAT CAN PROVE A "BONA-FIDE" TENANCY:

- 14 1. The property detailed in the Notice to Vacate has been foreclosed upon and the ownership has changed to
15 the entity listed in the Notice to Vacate. You may be entitled to stay in the premises another ninety (90)
16 days or until the term expires on your lease depending on the circumstances. This document shall serve
17 as your 90 day notice assuming you have a bona-fide lease.
- 18 2. The future lease payments must be paid to "Tiffany & Bosco, P.A." at the above address. These rents
19 cannot be paid in cash and you should make sure your name and property address is written on the check
20 or money order. Failure to pay rent could result in a summary eviction proceeding being initiated against
21 you for complete possession of the property.
- 22 3. Depending on what the terms of your lease are, you may be responsible for the general upkeep of the
23 home and preserving its present condition for as long as you remain in the property. In addition, you are
24 responsible for insuring your own personal property and contents of the home, and your own safety and
25 the safety of your guests. The new owner shall not be liable for any accidents or damages caused by the
26 negligence of tenants or their guests. Your continuing tenancy is conditioned on good and proper conduct
 during the tenancy period. Any failures to pay rent or violations of the above conditions are grounds for
 prompt eviction.

**IMPORTANT NOTICE TO SERVICEMEMBERS AND THEIR DEPENDENTS:
PROTECTIONS UNDER THE SERVICEMEMBERS CIVIL RELIEF ACT**

If you are a servicemember on "active duty" or "active service," or a dependent of such a servicemember, you may be entitled to certain legal rights and protections, including protection from eviction, pursuant to the Servicemembers Civil Relief Act (50 USC App. §§ 501-596), as amended, (the "SCRA") and, possibly, certain related state statutes. Eligible service can include:

1. active duty (as defined in section 101(d)(1) of title 10, United States Code) with the Army, Navy, Air Force, Marine Corps, or Coast Guard;
2. active service with the National Guard;
3. active service as a commissioned officer of the National Oceanic and Atmospheric Administration;
4. active service as a commissioned officer of the Public Health Service; or
5. service with the forces of a nation with which the United States is allied in the prosecution of a war or military action.

Eligible service also includes any period during which a servicemember is absent from duty on account of sickness, wounds, leave, or other lawful cause.

If you are such a servicemember, or a dependent of such a servicemember, you should contact the Evictions Department at evictionsnv@tblaw.com to discuss your status under the SCRA.

Gregory L. Wilde and TIFFANY + BOSCO, P.A.

YOU ARE HEREBY NOTIFIED THAT:

On December 23, 1913 the United States Congress passed the FEDERAL RESERVE ACT and by that committed the greatest act of TREASON in U.S. history. It surrendered the nation's sovereignty and sold the American people into slavery to a cabal of arch-charlatan bankers who proceeded to plunder, bankrupt, and conquer this nation with a MONEY SWINDLE. The FEDERAL RESERVE is neither federal, nor does it have reserves, apart from what We The People have willingly given with our good faith and sweat equity labor, the only *true* basis of value for our "money".

The "money" the banks issue is merely book keeping entries. It costs them nothing and is not backed by their wealth, efforts, property, or risk. It is not redeemable except in more DEBT paper. The Federal Reserve Act forced us to pay compound interest on thin air. We now use "Federal Reserve Notes" backed by our own credit that we cannot own and are made subject to compelled performance for the "PRIVILEGE."

From 1913 until 1933 the U.S. Paid "interest" with more and more gold. The structured inevitability soon transpired - the Treasury of the United States' government was empty, the debt was greater than ever, and the U.S. Declared bankruptcy. In exchange for using notes belonging to bankers who create them out of NOTHING on our credit, we are forced to repay in substance (labor, property, land, businesses, resources - our Life) in ever-increasing amounts. This IS the GREATEST HEIST AND FRAUD of all time.

When a government goes bankrupt, it loses its sovereignty. In 1933 the U.S. Declared bankruptcy, as expressed in Roosevelt's Executive Order 6073, 6102, 6111, and 6260, House Joint Resolution 192 of June 5, 1933, confirmed in Perry v. U.S., (1935) 294 U.S. 330, 381; 79 L.E.D. 912, also 31 USC 5112, 5119 and 12 USC 95a.

The bankrupt U.S. went into receivership, reorganized in favor of 115 creditors and new owners. In 1913, congress turned over America lock, stock and barrel to a handful of criminals whose avowed intent from the beginning was to plunder, bankrupt, conquer and enslave the people of the United States of America and eliminate the nation from the face of the earth. The goal was, and is, to absorb America into a one-world privately owned commercial government; A "NEW WORLD ORDER."

With the Erie R.R. v. Thompkins case of 1938 the Supreme Court confirmed their success. We are now in an international private commercial jurisdiction in colorable admiralty-maritime under the Law Merchant. We have been conned and betrayed out of our sovereignty, rights, property, freedom, common law, Constitutional Article III courts, and our REPUBLIC. The Bill of Rights has been statutized into "civil rights" in commerce.

America has been stolen. We have been made slaves, i.e., permanent debtors, bankrupt, in legal incapacity, rendered commercial "person" (the ALL CAPS NAME one erroneously thinks belongs to oneself), residents, occupants and corporate franchisees know as "citizens of the United States" under the so-called "14th Amendment," which was never ratified - see Congressional Record, June 12, 1967; Dvett v. Turner (1968) 439 P.2d 266; State v. Phillips, (1975)(affirmed) and created a citizenship for corporations (fictional dead "corpse") statutory entities, which are the products and definitions of the legislature and are fully taxable and regulatable thereby. Thomas Jefferson's prophecy came to pass: "If the American people ever allow private banks to control the issue of currency ... The banks ... Will deprive the people of all property until their children will wake up homeless on the continent their fathers conquered."

Since 1933 what is called the "United States' Government" is a privately owned corporation of the Federal Reserve System/IMF. It is merely an instrument by which the bankers administer their ongoing rape of human freedom. All "public servants," officials, congressmen, politicians, judges, attorneys, law enforcement, States and their various agencies, teachers, etc., are the express agents of these "Foreign Principals" who have stolen the country by clever, intentional, and unrelenting fraud, trickery, treachery, non-disclosure,

misrepresentation, intrigue, coercion, conspiracy, murder, etc.. * See Foreign Agents Registration Act of 1938; 22 USC 286 et seq. 263a, 185g, 267j; 611(c)(ii) & (iii); Treasury Delegation Order #91.

An insidious aspect of this is that "officials" like you may think you are "public servants," or upholding the "law," or other hoaxes. In truth you are conscientiously and assiduously serving the archenemies of yourselves, your rights, your fellow citizens, continued human rights and life and freedom in general. YOU are seditiously administering the plunder, bankruptcy, impoverishment and injury to human life based upon crimes and lies of such magnitude, depth, and proportions as to be beyond human comprehension.

By so doing, you are committing TREASON AND PERFDY so immense as "to make the angels weep." If you and your fellow "officials" do not understand the real situation you are ignorant, naive, deceived and conned. You are sheer dupes. If you do know and are parties to it you are guilty of evil and heinous "betrayal." You are in such case TRAITORS AND CRIMINALS. This invalidates your "authority" and renders NULL AND VOID absolutely, all moral obligation to pay allegiance or to obey the TREASONOUS SYSTEM you enforce with such mechanical avariciousness, viciousness and malice aforethought.

If, You, "public servants" have any shred of humanity, awe, heart, clarity, sanity, access to your true being and conscience left, you might choose to resign your participation and do everything possible to inform the American people of their plight and help us retrieve our rights and our country. Only by such means can you even begin to atone for your endless crimes against humanity and the lives you so arrogantly and mindlessly butcher with the "meat-grinder of the law", which is not aligned or consistent with The Supreme Law on behalf of We The People, its intended beneficiaries, your fellow created men, women and children.

You DID NOT CREATE the lives you "legally" assault. They DO NOT belong to you. Ignorance of the law (moral and natural law) is no excuse. You CANNOT engage in bringing harm to life, and like the Nazi's defense at Nuremberg claim that you were simply doing your duty and following orders. Moral and natural law are NOT obviated by ignorance, hubris and self-righteous militancy. Your entire system - from ground up - is DECEIT AND FRAUD. It is illicit in essence, de facto, and void ab initio. As Broom's Maxims 297, 729 put it: "A right of action cannot arise out of fraud." Honor is earned by honesty and integrity, not under false and fraudulent pretenses. The color of the cloth one wears cannot cover up the usurpations, lies and treachery. "When black is fraudulently declared to be white, not all will live in darkness."

More people are awakening to the truth. What do you think the American people will do as they discover that they have no more country, that they are slaves to mortal enemies, that they have been tricked and betrayed by their "leaders" who sold them out? What do you think they will do when they realize that all their so-called "public servants" are willing or stupidly compliant parties to the plunder, subjugation and ruin of their lives, property, homes, land, rights, liberties and country?

Thomas Jefferson wrote: "An honest man can feel no pleasure in the exercise of power over his fellow citizens." Abraham Lincoln said: "Just as I would not be a slave, neither would I be a master." We will NOT participate in your corrupt, arrant and cruel FRAUD, either as perpetrator nor victim. The great Indian poet Tagore wrote: "Power takes as ingratitude the writhing of its victim."

We will no longer sit here and writhe. The TYRANNY over this nation MUST END! If you continue with this course, you will have natural and moral law and higher powers to answer to, not to mention all those you have wronged under the color of law. You also, will have your own laws turned against you, as you have turned the law against us. To transform the shield of protection into a sword of exploitation, subjugation and plunder is PERFDY. You have now been lawfully and prayerfully NOTICED. All further actions on your part will be willful. Govern yourselves accordingly, as you will be called to account for both your actions and intent.

DATED this 24th day of May, Year of our Lord Yeshua two thousand twelve

Patricia Sanburn Anthony *William Michael Anthony*

Americans who demand our country back and pray you see The Light of Truth dawn within you and act accordingly in support of We The People, each created with unalienable right to Life, Liberty....

From: Patricia Sanburn Anthony and William Michael Anthony and family
Three thousand seven hundred five Anthony Place
Sun Valley, Nevada. Non-domestic

May 23, 2012

sent by USPS Certified mail Receipt number:
7011 1150 0000 7162 2855

To: Gregory L. Wilde 4417
TIFFANY & BOSCO, P.A.
212 South Jones Boulevard
Las Vegas, Nevada 89107

To Gregory L. Wilde, Esq. and TIFFANY & BOSCO, P.A.:

This letter is lawful notification to you, pursuant to The Bill of Rights of the National Constitution, the Supreme Law of the Land, in particular, but not limited to, the Fourth, Fifth, Seventh, and Ninth Amendments, and the Nevada State Constitution, in particular, Article 1, Sections 1, 2, 3, 4, 6, 8, 9, 14, 17, 18, and 20, and pursuant to your oath in compliance with Article 15, Section 2, and requires your written response to us specific to the subject matter. Your failure to respond, within five days, as stipulated, and to rebut, point-by-point, with particularity, everything in this letter with which you disagree, is your lawful, legal and binding agreement with, and your admission to the fact that everything in this letter is true, correct, legal, lawful and binding upon you, in any court, anywhere in America, without your protest or objection or that of those who represent you. Your silence is your acquiescence. See: Connally v. General Construction Co., 269 U.S. 385, 391. Notification of legal responsibility is "the first essential of due process of law." Also, see: U.S. v. Tweel, 550 F. 2d. 297. "Silence can only be equated with fraud where there is a legal or moral duty to speak or where an inquiry left unanswered would be intentionally misleading."

You swore an oath to uphold and support the Constitution of the United States of America and the Constitution of Nevada, and pursuant to your oath, you are required to abide by that oath in the performance of your official duties.

You have no Constitutional or other valid authority to defy the Constitutions, to which you owe your LIMITED authority, delegated to you by and through the People, and to which you swore your oath, yet, by your actions against us, committed while acting as an agent/Officer of the Court for Federal National Mortgage Association, and in so doing, you perjured your oath by violating our Constitutionally-guaranteed Rights, and all aspects of due process of law, in particular, those rights secured in the Bill of Rights, including, but not limited to, our 4th, 5th, 7th and 9th Amendment Rights and those rights guaranteed and protected in the Nevada Constitution Declaration of Rights.

Our property was unlawfully and criminally sold through an unlawful foreclosure process on or about April 23, 2012 (see enclosed REBUTTAL AFFIDAVIT AND VOIDANCE OF RECORDED INSTRUMENTS), and at no time in this unlawful process of "foreclosure" have we waived any of our rights, including those relevant to the National Constitution, specific to the Bill of Rights:

- Article IV - "the right of the people to be secure in their persons, houses, papers, and effects against unreasonable searches and seizures shall not be violated ...";
- Article V - "No person shall be deprived of life, liberty or property without due process of law...."; and per

- Article VII - "In Suits at common law, where the value in controversy shall exceed 20 dollars, the right to trial by jury shall be preserved ..."

Yet, you acted in contradiction to my guaranteed unalienable rights through assisting a fictional entity, under color of law, to make and/or enforce a theft of our property.

Further, it is unlawful for any bank to lend its credit, or to act as guarantor for another. A bank may lend its funds or assets, but not its credit. *See: Title 12 U.S.C. & 24.* Since GREGORY L. WILDE, ESQ. has either acted on his own, or for his alleged client, that party, such as GREGORY L. WILDE, ESQ. and or its alleged client, who alleges its purchase of an extinguished alleged "debt", in violation of law, and shows no evidence or proof of alleged purchase, or of the validity of the alleged "debt", perpetrates fraud and commits numerous crimes.

At all times that we have domiciled in this property we have had and continue to have a vested interest of ownership which we have not released to any party, nor has any party offered or made settlement to us for our interest of at least \$ 468,000.00 in said property (see enclosed NOTICE OF PROPERTY INTEREST BY ... ANTHONYS).

Pursuant to Marbury v. Madison (1803), all laws repugnant to the Constitution are null and void. Your actions are repugnant to both the Nevada and federal Constitutions, and thus, are without the weight of law and without valid authority, as well as are all actions through this unlawful foreclosure process against us.

If you are an attorney, an officer of the court, you are required to have an oath of office on file for public scrutiny, and bonds to guarantee your faithful performance of your duties, pursuant to your oath, as the law requires, as well as malpractice insurance.

We respectfully demand that you send us a certified copy of your timely-filed oath of office, and copies of all bonds that you are required to obtain, according to law, including documented proof of your malpractice insurance. If you fail to provide these to us within five days of receipt of this letter, as requested, then you admit that you have no oath of office, and no bonds as required by law, and no malpractice insurance.

The U.S. Constitution prohibits ex post facto legislation, even in civil matters, and most definitely in criminal matters. *See Article I, Section 9, Clause 3.*

There is no evidence that Gregory L. Wilde, has the requisite credentials required by Nevada State laws, which mandates that all Nevada State Bar members must have a license to practice law, and a certificate of oath. That oath binds them to uphold both the U.S. Constitution and the Nevada State Constitution. An unlicensed corporate officer attempting to appear on behalf of his corporation is not an appearance by the Plaintiff.

Should you persist in your efforts to violate our Rights, then you commit deliberate fraud, which perjuries your oath and violates state laws governing attorneys, and the Rules of Professional Conduct. Such actions could subject you to criminal charges, civil action and disciplinary action from the Bar Association and the state Supreme Court, with whom we will file charges against you. In addition, we will notify your malpractice insurer of your unlawful actions in violation of, including, but not limited to, due process of law, which may adversely impact you, and possibly your entire law firm.

Should you fail to properly resolve this matter by immediately ceasing and desisting any and all activities against us, then, be assured that we will take any and all necessary measures against you, as stated above, to protect our private property, to claim and exercise our Constitutionally-guaranteed Rights, to publicly expose your fraud, and see that you are held accountable and liable for your unlawful, fraudulent actions.

If you disagree with anything in this letter, then rebut that with which you disagree, in writing, with particularity, to us, within 5 days of this letter's receipt and delivery to your office, and support your disagreement with evidence, fact and valid Law. You must also include your license with the properly indorsed oath.

Your failure to respond, as stipulated, is your agreement with and admission to the fact that everything in this letter is true, correct, legal, lawful, and is your irrevocable agreement attesting to this, fully binding upon you, in any court in America, without your protest or objection, or that of those who represent you.

Also, this demand does in fact apply to your "appearance attorneys" that operate without any legal basis or valid Law, and shall comply with the terms and requests herein as well, or be subject to the same stipulations, agreement with, and admission to the facts herein.

All Rights Reserved

by Patricia Sanburn Anthony by William Michael Anthony

Patricia Sanburn Anthony and William Michael Anthony, American Citizens

Enclosure copies: 1) REBUTTAL AFFIDAVIT AND VOIDANCE OF RECORDED INSTRUMENTS; 2) NOTICE OF PROPERTY INTEREST BY ... ANTHONYS; 3) YOU ARE HEREBY NOTIFIED... original legal notice addressed to Gregory Wilde and TIFFANY & BOSCO, P.A.; 4) posted PUBLIC NOTICE; 5) all pages of original THREE DAY NOTICE TO VACATE DATED May 16, 2012 red hand-inscribed by Patricia on behalf of her family and The Almighty Creator, for Whom we are stewards of His earth, over which we are obediently taking lawful dominion: *Exempt from Levy This original presentment posted 5/22/2012, despite our prominently posted NO TRESPASSING, PRIVATE PROPERTY and PUBLIC NOTICE signs, is timely conditionally accepted for value and consideration or performance upon verified proof of your claims and returned certified: 1) in accordance with all assertions of enclosed lawful notification letter; 2) your alleged client has verified un-rebutted proof of ownership that lawfully supersedes and negates all our verified claims, with complete lawful county-recorded chain of title; 3) you possess lawfully accepted lawful Power of Attorney from verified principal of your alleged client specific to this property matter, verified copy hereby demanded; and 4) Tendered negotiable instrument received and accepted by Bank of America on April 16, 2012 from us does NOT legally discharge alleged debt prior to "Trustee sale"....*

PUBLIC NOTICE

**THIS PROPERTY IS NON-
ABANDONED.**

**NO TRESPASSING BY ANY
UNAUTHORIZED PERSON.**

"If two or more persons conspire to injure, oppress, threaten, or intimidate any citizen in the free exercise or enjoyment of any right or privilege secured to him by the Constitution of Laws of the United States, or because of his having so exercised the same: or

If two or more persons go in disguise on the highway, or on the premises of another, with the intent to prevent or hinder his free exercise or enjoyment of any right or privilege so secured-

They shall be fined not more than \$10,000 or imprisoned not more than ten years or both; and if death results, they shall be subject to imprisonment for any term of years or for life."

**LAND USE FEE \$5,000 PER
PERSON**

PER DAY, OR ANY PART THEREOF

Owner phone number: 775-673-1642

[APN: 026-021-56]

When Recorded Return to:
Patricia Sanburn Anthony and
William Michael Anthony
c/o Timothy Meade, Notary
2035 Lenticular Drive
Sparks, Nevada [89441]

REBUTTAL AFFIDAVIT AND VOIDANCE OF RECORDED INSTRUMENTS

Come now, Patricia Sanburn Anthony and William Michael Anthony, your living woman and man Affiants, being competent to testify and being over 21 years of age, after first being duly sworn according to law to tell the truth to the facts related herein state they have firsthand knowledge of the facts stated herein and believe these facts to be true to the best of their knowledge.

1. Order Expunging Lis Pendens Doc# 4087127 recorded 02/24/2012 by LEWIS & ROCA is absent any signature to Affirmation Statement on page 1, pertinent to alleged purported "Paralegal Donna Simpson" and was just recently discovered by Affiants, expected notice copy to Affiants on behalf of plaintiffs having not been received.

2. UNITED STATES DISTRICT COURT OF NEVADA [USDC] Case 3:10-cv-00169-RCJ-WGC Document 131 ORDER and accompanying Document 132 JUDGMENT both absent court clerk's attestation, certification and seal were both returned to court (with copies mailed first class to LEWIS & ROCA agents) Affiant – autographed, sealed and court filed as Documents 133 and 134 by Affiants red hand-inscribed: *Exempt from Levy These two original unsealed presentments [Judgment, Order] are timely conditionally accepted for value and consideration or performance upon verified proof of claims: 1) any of alleged attorney's pleadings or motions can be favorably considered by any court absent demanded proof of their verified authorization from defendant principals and any other interested party; 2) original Note and Deed of Trust with all verified recorded assignments are available for full satisfaction by plaintiff agent; 3) plaintiff agents' completed administrative claims and processes with offers to settle alleged debt were insufficient to accomplish legal settlement/discharge and other claims therein; 4) un rebutted recorded affidavit evidence does NOT stand as truth and judgment in commerce; and 5) any judgment order in violation of the people's Constitutionally-guaranteed rights or due process of law in accordance with judge's sworn oath is not null and void and of no force and effect...*

3. No verified or lawful response was received by Affiants from either USDC or any defendant or representative to 2. above, so Affiants believe USDC ORDER, JUDGMENT and resultant Order Expunging Lis Pendens

Doc# 4087127 recorded 02/24/2012 by LEWIS & ROCA are all null and void upon their face.

4. NOTICE OF "LENDERS" DEFAULT/ PRESERVATION OF INTEREST recorded 06/18/2010 as DOC # 3893548, RESCISSION OF DEED OF TRUST recorded 03/07/2011 as DOC # 3980335, and DECLARATION OF REBUTTAL recorded 06/16/2011 as DOC # 4013903 and related supporting recordings and documents verify alleged "Lenders" verified ADMISSIONS in the public record and that all recordings pertaining to said DoT by "Lender" or alleged assigns (BANK OF AMERICA..., BAC Home Loan Servicing..., RECONTRUST..., FIRST AMERICAN..., COUNTRYWIDE..., MERS, etc.) or STATE OF NEVADA FORECLOSURE MEDIATION PROGRAM are null and void ab initio and of NO force and effect.

5. Affiants notice rebuttal and voidance to both DV-4106420 and DOC #4106450 TRUSTEE'S DEED UPON SALE NEVADA, both recorded 04/26/2012: RECONTRUST COMPANY, N.A., cannot be duly appointed Trustee or Successor Trustee when that position was earlier withdrawn from them by Affiants' verified noticed DEFAULT and verified RESCISSION OF DEED OF TRUST. Any "sale" based upon a rescinded instrument by party not lawfully authorized to perform same is in deed unlawful and void ab initio, of no lawful force or effect. Affiants, with witnesses, did verbally inform sale agent Victoria Blanford purportedly

with NEVADA LEGAL SERVICES... of same on April 23, 2012 on courthouse steps both prior to and after her declared "sale" of property. Affiants also served notice to alleged sale agent Victoria prior to "sale" from superior court QUIET TITLE JUDGMENT and ORDER FOR SALE ESTOPPEL AND SALE VOIDANCE which overturned USDC ORDER and JUDGMENT with other supporting documentation, which she passed on to Mandy Ardans, also with NEVADA LEGAL SERVICES.... Additionally, Stephanie Y. King in her alleged capacity as "AVP" has provided no verified proof of her office, not sworn as first hand witness or upon any oath or under penalty of perjury and her full commercial liability, rendering her assertions of no lawful force or effect;

6. Affiants notice all originals of Notice of Default and Election to Sell and Notice of Trustee's Sale referred to within TRUSTEE'S DEED UPON SALE... were timely returned rebutted by Affiant to party from whence they came.

7. Affiants timely noticed FannieMae, aka FNMA and Federal National Mortgage Association via its alleged assigned real estate agent Pat Schweigert with 4/26/2012 notice of trespass and DEMAND FOR VERIFIED PROOF OF CLAIM... constructive notice of Affiants' claims in opposition to FannieMae's using notary services to verify service of it and subsequent notices. Affiants, receiving no timely verified answer, executed 5/10/2012 Stipulation [FNMA has] no BONA FIDE PROOF of [its] claim and that Affiants' claims are true, correct, legal, binding... in any court...along with EXPRESS NOTICE OF WAIVER OF TORT TO ALL WHO TRESPASS.

8. Affiants notice another party trespassed on May 22, 2012 with posted THREE DAY NOTICE TO VACATE DATED May 16, 2012 signed by alleged attorney Gregory L. Wilde allegedly with TIFFANY & BOSCO, P.A. allegedly representing Federal National Mortgage Association, to whom Affiants will timely serve lawful notification regarding this property and Constitutionally-guaranteed rights matters.

9. Affiants notice and believe, alleged Order Expunging Lis Pendens Doc # 4087127 recorded 02/24/2012 by LEWIS & ROCA and alleged Trustee's Deed Upon Sale Nevada DOC #4106450 and associated Declaration of Value DV-4106420 both requested and recorded by DOCUMENT PROCESSING SOLUTIONS 04/26/2012 to be null and void and agents of LEWIS & ROCA..., UNITED STATES DISTRICT COURT OF NEVADA, BANK OF AMERICA..., RECONTRUST..., FIRST AMERICAN TITLE..., NEVADA LEGAL SERVICES..., ERA REALTY..., and TIFFANY & BOSCO, P.A. have grievously trespassed upon Affiants' un rebutted verified claims and some continue to perform same.

Dated this twenty-third day of May, year of our Lord 2012

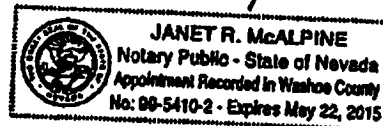
BY: Patricia Sanburn Anthony
Patricia Sanburn Anthony, living American woman

BY: William Michael Anthony
William Michael Anthony, living American man

Subscribed and affirmed before me, Janet R. McAlpine, a Notary Public for Washoe county Nevada state on this 23rd day of May, 2012, personally appeared Patricia Sanburn Anthony and William Michael Anthony who subscribed and swore to The Almighty Creator the foregoing to be true and correct to the best of their knowledge, and proved on the basis of satisfactory evidence to be the living woman and man who subscribed to REBUTTAL AFFIDAVIT AND VOIDANCE OF RECORDED INSTRUMENTS and acknowledged to me that they executed the instrument of their own free will. I certified under PENALTY OF PERJURY under the laws of the State of NEVADA, the foregoing paragraph is true and correct.

WITNESS my hand and official seal. Signature

(seal)



[APN: 026-021-56]
When Recorded Return to:
Patricia Sanburn Anthony and
William Michael Anthony
Three thousand seven hundred Anthony Place
Sun Valley, Nevada.

NOTICE OF PROPERTY INTEREST BY ... ANTHONYS

STATE OF NEVADA)
) ss
COUNTY OF WASHOE)

Come now, William Michael Anthony and Patricia-Sanburn: Anthony, loving living man and woman (two minds, bodies and souls covenanted in holy matrimony) Affiants, being competent to testify and being over the age of 21 years of age, after first being duly sworn to The Almighty Creator according to law to tell the truth to the facts related herein state they have firsthand knowledge of the facts stated herein and believe these facts to be true to the best of their knowledge.

1. Affiants entered into an agreement to purchase specific real property on March 1, 1994. Affiants had an agreement specific to said property in which sale price was \$40,000.00.

2. Affiants made a down payment of \$5000.00 paid to the Seller, Daan Eggenberger, via Stewart Title, closing date April 20, 1994.

3. Affiants notice that the location of said remaining property portion is now 3705 Anthony Place, Sun Valley, Nevada where they dwell with their family; legal description: PARCEL 4 OF PARCEL MAP 2908 ACCORDING TO THE MAP THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDER, WASHOE COUNTY, STATE OF NEVADA ON JUNE 2, 1995, AS FILE NO. 1897855. EXCEPT ALL THAT PORTION OF SAID LAND LYING WITHIN EL RANCHO DRIVE AS DEDICATED TO THE CITY OF SPARKS BY "DEDICATION MAP OF MOORPARK COURT AND EL RANCHO DRIVE", RECORDED JUNE 28, 1999 AS DOCUMENT NO. 2355346, TRACT MAP NO. 3713. [APN: 026-021-56]

4. As of the current date, Affiants have issued payments totaling \$203,286.96 sweat equity lawful money to multiple alleged servicers/ lenders pursuant to the alleged loan agreements specific to the purchase, parcelling, refinance and improvements to the above described property with manufactured homes located thereon as personal property, including but not limited to COUNTRYWIDE HOME LOANS, whose alleged successor or assigns may be BANK OF AMERICA, N.A. or FNMA or some other unknown and unrecognized party to Affiants.

5. Affiants, as of this date, have 18 years of acquisition, parcelling, development, improvement, home(s) acquisition & building, maintenance and upkeep of said initial and remaining property which has an additional value of \$225,064.74. The total secured

interest Affiants have in this property as of this twelfth day of March, two thousand twelve is approximately \$468,351.70.

6. To date, no party has made any offer to Affiants to settle Affiants' interest in said property.

7. Affiants notice pursuant to 1) RESCISSION OF DEED OF TRUST (recorded 03/07/2011 as #3980335); 2) DEEDs ACKNOWLEDGEMENT (recorded 02/14/2012 as #4084634); 3) Affidavit of Publication; and 4) QUIET TITLE CERTIFICATE VERIFIED by NON-RESPONSE ASSENT/ AGREEMENT (both 3 and 4 attached as court certified copy of Document # 126 exhibit) by an officer of the court and of the state that there exists no other "lawful claim upon the land and home(s) except for the interest of William and Patricia Anthony, living man and woman or their assigns..."

Further, Affiants sayeth naught.

William Michael Anthony
William Michael Anthony

Patricia Sanburn Anthony
Patricia Sanburn Anthony

Before me, Danielle Fallon, a Notary Public
Duly authorized by the State of Nevada, personally appeared William
Michael Anthony and Patricia Sanburn Anthony, living man and woman,
who have sworn to The Almighty Creator and subscribed in my presence,
the foregoing document, on this 14 th day of March in the Year 2012.

Danielle Fallon
Notary Public



EXHIBIT “4”

EXHIBIT “4”

FILED
JANINE BAKER, CLERK
SPARKS JUSTICE COURT

JAN 18 2017

DEPUTY CLERK

IN THE JUSTICE COURT OF SPARKS TOWNSHIP
COUNTY OF WASHOE, STATE OF NEVADA

FEDERAL NATIONAL MORTGAGE
ASSOCIATION,

Plaintiff,

v.

PATRICIA ANTHONY, WILLIAM
ANTHONY, and/or OCCUPANTS 1-5,

Defendants.

Case No.: 12-SCV-0936

ORDER DENYING MOTION FOR
TEMPORARY RESTRAINING ORDER
AND APPLICATION FOR ISSUANCE
OF PRELIMINARY INJUNCTION

The Court has reviewed the Ex Parte Application of the Plaintiff, Federal National Mortgage Association, for a restraining order and application for issuance of preliminary injunction. The Court is aware of the lengthy procedural history of this case and appreciates the Plaintiff's frustration in being unable to recover possession of the premises following the issuance of a Permanent Writ of Restitution in this matter. Despite having been removed from the premises by the sheriff, the Defendants have apparently reentered and taken up occupancy once again. See Motion for Temporary Restraining Order and Application for Issuance of Preliminary Injunction.

This Court is however without authority to issue either temporary restraining orders or preliminary injunctions. Our jurisdiction is limited to the civil proceedings set forth in NRS 4.370. While the Court does have some limited injunctive authority, it is limited to actions concerning a person alleged to have committed the crimes of stalking, aggravated stalking, and harassment. NRS 4.370(1)(q).

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1 The issuance of temporary restraining orders and injunctions pursuant to NRS 33.010
2 and NRCP 65(a) rests in the sound discretion of the district court. See, e.g., Rhodes Mining
3 Co. v. Belleville Placer Mining Co., 32 Nev. 230, 106 Pac 561 (1910), cited, Berryman v.
4 International Bhd. of Elec. Workers, 82 Nev. 277, at 280, 416 P.2d 387 (1966), Danberg
5 Holdings Nevada, L.L.C. v. Douglas County, 115 Nev. 129, at 146, 978 P.2d 311 (1999), see
6 also Nevada Escrow Serv. Inc. v. Crockett, 91 Nev. 201, at 202-03, 533 P.2d 471 (1975), State
7 ex rel. Attorney Gen. v. NOS Communications, Inc., 120 Nev. 65, at 67, 84 P.3d 1052 (2004),
8 University & Cmty. Coll. Sys. v. Nevadans for Sound Gov't, 120 Nev. 712, at 721, 100 P.3d
9 179 (2004), Edwards v. Emperor's Garden Rest., 122 Nev. 317, at 326, 130 P.3d 1280 (2006).
10 Moreover, there is no parallel to NRCP 65 in the Justice Court Rules of Civil Procedure.

11 The Nevada Legislature has provided an alternative to the issuance of a temporary
12 restraining order or preliminary injunction in such cases when it enacted NRS 40.412 to
13 40.414. These statutes provide relief for landlords and owners to remove persons unlawfully
14 occupying their premises. The Court would also note the creation of a new set of statutes that
15 criminalize unlawful entry or occupancy of a dwelling. See NRS 205.081 to 205.082. The
16 Court would particularly note the provisions of NRS 205.082.

17 NRS 205.082. Unlawful reentry; penalty.

18 1. A person is guilty of unlawful reentry if:

19 (a) An owner of real property has recovered possession of the property from the person
20 pursuant to NRS 40.412 or 40.414; and

21 (b) Without the authority of the court or permission of the owner, the person reenters
22 the property.

23 2. A person convicted of unlawful reentry is guilty of a gross misdemeanor.
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1 Not having the jurisdiction to grant the relief requested by the Plaintiff, the Motion for
2 Temporary Restraining Order and Application for Issuance of Preliminary Injunction is hereby
3 denied.

4 Dated this 18th day of January 2017.

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7 Kevin Higgins
8 Chief Justice of the Peace
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CERTIFICATE OF SERVICE BY MAILING

Pursuant to NRCP 5(b), I hereby certify that I am an employee of Sparks Justice Court in and for the County of Washoe; and that on this 18th day of January, 2017, I deposited in the County mailing system for postage and mailing with the United States Postal Service in Reno, Nevada, a true and correct copy of the attached document addressed as follows:

GREGORY L. WILDE, ESQ.
Tiffany & Bosco, P.A.
212 S. Jones Blvd.
Las Vegas, NV 89107

PATRICIA ANTHONY & WILLIAM ANTHONY
3705 Anthony Place
Sun Valley, NV 89433


Victoria Francis
Judge's Secretary

1 CODE 1137
2 MICHAEL LEHNERS, ESQ.
3 429 Marsh Ave.
4 Reno, Nevada 89509
5 Nevada Bar Number 003331
6 (775) 786-1695

7 Attorney for Defendants-Counterclaimants
8 Patricia Anthony and William Anthony

9 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

10 IN AND FOR THE COUNTY OF WASHOE
11 o0o

12 Case No. CV17-00843

13 FEDERAL NATIONAL MORTGAGE
14 ASSOCIATION,
15 Plaintiff,

16 Dept. No. 8

17 vs.

18 ANSWER AND COUNTERCLAIM

19 PATRICIA ANTHONY, WILLIAM
20 ANTHONY, and/or Occupants 1-5,
21 Defendants.

22 PATRICIA ANTHONY, WILLIAM
23 ANTHONY

24 Counterclaimant

25 vs.

26 FEDERAL NATIONAL MORTGAGE
27 ASSOCIATION
28 Counterdefendant

COMES NOW Defendants above named by and through undersigned counsel and files the following answer and counterclaim to the Plaintiff's complaint on file herein.

1. With respect to paragraph 1 of the Plaintiff's complaint, the Defendants admit the Plaintiff owns the real property at 3705 Anthony Place, Sun Valley, Nevada but not the mobile homes located thereon.

2. With respect to paragraph 2 of the Plaintiff's complaint, the Defendants admit the allegations contained therein.

3. With respect to paragraph 3 of the Plaintiff's complaint, the Defendants admit the allegations contained therein.

1 4. With respect to paragraph 4 of the Plaintiff's complaint, the Defendants deny the
2 allegations contained therein.

3 5. With respect to paragraph 5 of the Plaintiff's complaint, the Defendants deny the
4 allegations contained therein.

5 6. With respect to paragraph 6 of the Plaintiff's complaint, the Defendants admit the
6 Plaintiff attempted to remove them from the mobile home they lawfully own but deny all other
7 allegations contained therein.

8 7. With respect to paragraph 7 of the Plaintiff's complaint, the Defendants admit the
9 Plaintiff obtained a second permanent writ of restitution, but deny all other allegations contained
10 therein.

11 8. With respect to paragraph 8 of the Plaintiff's complaint, the Defendants deny the
12 allegations contained therein.

13 9. With respect to paragraph 9 of the Plaintiff's complaint, the Defendants deny the
14 allegations contained therein.

15 10. With respect to paragraph 10 of the Plaintiff's complaint, the Defendants deny
16 the allegations contained therein.

17 11. With respect to paragraph 11 of the Plaintiff's complaint, the Defendants deny
18 the allegations contained therein.

19 12. With respect to paragraph 12 of the Plaintiff's complaint, the Defendants are
20 without knowledge of the allegations contained therein and therefore deny same.

21 13. With respect to paragraph 13 of the Plaintiff's complaint, the Defendants deny
22 the allegations contained therein.

23 14. With respect to paragraph 14 of the Plaintiff's complaint, the Defendants are
24 without knowledge of the allegations contained therein and therefore deny same.

25 15. With respect to paragraph 15 of the Plaintiff's complaint, the Defendants deny
26 the allegations contained therein.

16. With respect to paragraph 16 of the Plaintiff's complaint, the Defendants deny the allegations contained therein.

17. With respect to paragraph 17 of the Plaintiff's complaint, the Defendants deny the allegations contained therein.

18. With respect to paragraph 18 of the Plaintiff's complaint, the Defendants deny the allegations contained therein.

Affirmative Defenses

1. Plaintiff has failed to state a claim upon which relief can be granted.

2. Defendants assert as affirmative defenses all allegations contained in their counterclaim.

3. Plaintiff's actions taken with respect to the mobile homes on the real property are illegal.

4. Plaintiff's claims are barred by the applicable statute of limitation.

5. Plaintiff's claims are barred by laches.

6. Plaintiff is guilty of unclean hands which prevent any equitable or injunctive relief.

7. Defendants reserve the right to assert additional defenses as the same become known to them through discovery.

Counterclaim

Patricia Anthony and William Anthony (herein "Anthony") file the following counterclaim against counterdefendant Federal National Mortgage Association (herein "Fannie Mae").

1. Fannie Mae is an artificial entity doing business in Washoe County Nevada.

2. Fannie Mae and Freddie Mac were created by Congress. They provide a role in the nations finance system by proving liquidity, stability and affordability to the mortgage market. Fannie Mae and Freddie Mac buy mortgages from lenders and either hold these mortgages in their portfolios or package the loans into mortgage backed securities.

1 3. On or about June 21, 2002 Anthony executed a note and deed of trust in favor of
2 Capitol Commerce Mortgage Co. This note and deed of trust were subsequently transferred to
3 BAC Homeloans/Countrywide Home Loans. Thereafter, they were acquired by Fannie Mae.

4 4. The deed of trust described the collateral that secured the promissory note as
5 follows:

6 For this purpose, Borrower irrevocably grants and conveys to Trustee, In trust,
7 with power of sale, the following described property located in the Count: of
8 WASHOE

9 PARCEL 4 OF PARCEL MAP 2908 ACCORDING TO THE MAP
10 THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDER,
11 WASHOE COUNTY, STATE OF NEVADA ON JUNE 2, 1995, AS FILE
12 NO. 1897855. EXCEPT ALL THAT PORTION OF SAID LAND LYING
13 WITHIN EL RANCHO DRIVE AS DEDICATED TO THE CITY OF
14 SPARKS BY 'DEDICATION MAP OF MOORPARK COURT AND EL
15 RANCHO DRIVE' RECORDED 28, 1999 AS DOCUMENT NO. 2355346,
16 TRACT MAP NO, 3723.

17 which currently has the address of 3705 ANTHONY PLACE, SUN VALLEY,
18 NEVADA 89433.

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

24 5. On or about March 29, 2012 the foreclosure trustee appointed under the June 21,
25 2002 deed of trust executed a notice of Trustee's sale, Washoe County Recorder No. 4098315.
26 The notice of sale referenced only the real property. It did not reference any personal property
27 that may have been subject to the deed of trust. Specifically, the notice of sale stated in relevant
28 part that: "*The street address and other common designation, if any, of the real property*
 described above is purported to be 3705 ANTHONY PLACE, SUN VALLEY, NV 89433."

1 6. On or about April 23, 2012 a trustee's sale was held with respect to the real
2 property only. Fannie Mae acquired the real property by placing a credit bid of \$245,677.85.

3 7. On or about April 24, 2012 a trustee's deed upon sale was issued by Recontrust
4 Company in favor of Fannie Mae with respect to the Anthony Property, Washoe County
5 Recorder No. 4106420. The deed did not reference any personal property that may have been
6 subject to the deed of trust. Specifically, the property description of what was conveyed stated:

7
8 TS # 09-0129656

9 PUB# 1006.74804

10 LOAN TYPE: CONY

11 **"EXHIBIT A"**

12 **LEGAL DESCRIPTION**

13 PARCEL 4 OF PARCEL MAP 2908 ACCORDING TO THE MAP THEREOF. FILED IN
14 THE OFFICE OF THE COUNTY RECORDER, WASHOE COUNTY, STATE OF NEVADA
15 ON JUNE 2, 1995, AS FILE NO. 1897855 EXCEPT ALL THAT PORTION OF SAID LAND
16 LYING WITHIN EL RANCHO DRIVE AS DEDICATED TO THE CITY OF SPARKS BY
17 'DEDICATION MAP OF MOONPARK COURT AND EL RANCHO DRIVE, RECORDED
18 JUNE 28, 1999, AS DOCUMENT NO. 2355346, TRACT MAP NO. 3713."

19 8. No action for a deficiency on the note was brought within the six month period
20 proscribed by NRS 40.455.

21 9. As of October 23, 2012 all liability of Anthony was extinguished under the June
22 21, 2002 note.

23 10. At all times relevant herein, Anthony owned a 1996 Fuqua 38 by 66 mobile
24 home, Serial No. 15233AC and a 1997 Fuqua 25 by 48 mobile home, Serial No. 15470.

25 11. At all times relevant herein the Fuqua mobile homes were located at 3705
26 Anthony Place, Sun Valley, Nevada 89433.

27 12. At the time of the April 23, 2012 trustee sale, neither of the mobile homes had
28 been converted to real property in accordance with the procedures outlined in NRS 361.244, et.
seq.

1 13. On September 16, 2015 Fannie Mae executed and filed an application for
2 duplicate ownership certificate with Nevada's Department of Manufactured Housing with
3 respect to the 1996 Fuqua mobile home. At page one of that document, Fannie Mae identifies
4 itself as lienholder with respect to the 1996 Fuqua.

5 14. Also on September 16, 2015 Fannie Mae executed and filed a form "Affidavit,
6 Application for Certificate of Ownership". This document is a Transfer Statement" as that term
7 is used in NRS 104.9619.

8 15. In its September 16, 2015 Affidavit, Application for Certificate of Ownership,
9 Fannie Mae falsely stated that the 1996 Fuqua had been foreclosed on April 24, 2012, and that it
10 had been in Fannie Mae's possession ever since.

11 16. Based upon Fannie Mae's assertion that it held a security interest in the 1996
12 Fuqua, and that it had held exclusive possession since April 24, 2012, the Department of
13 Manufactured Housing issued a certificate of title to Fannie Mae on November 23, 2015.

14 17. On or about November 18, 2015 Fannie Mae executed and filed an application to
15 convert the 1996 Fuqua to real property.

16 18. Fannie Mae has never had possession of either Fuqua mobile home because the
17 Anthonys have resided in them continuously as their homestead.

18 **First Claim for Relief**
19 **Violation of UCC Article Nine**

20 19. Anthony alleges, realleges and incorporates by reference each and every
21 allegation contained in the preceding paragraphs.

22 20. Prior to June 21, 2002 Anthony owned the lot located at 3705 Anthony Place,
23 Sun Valley.

24 21. Sometime in 1997 or early 1998 Anthony purchased a new 1996 Fuqua mobile
25 home and a new 1997 Fuqua mobile home.

26 22. Sometime in 1997 or early 1998 Anthony placed the 1996 and 1997 Fuqua
27 mobile homes on the Anthony Place property.
28

1 23. When Anthony bought the 1996 and 1997 Fuqua mobile homes, they received a
2 manufacture's certificate of origin on each mobile home.

3 24. On October 16, 2012 the Nevada Department of Manufactured Housing issued a
4 certificate of ownership on the 1996 Fuqua mobile home to Anthony.

5 25. On October 18, 2012 the Nevada Department of Manufactured Housing issued a
6 certificate of ownership on the 1997 Fuqua mobile home to Anthony.

7 26. Article Nine of the Uniform Commercial Code governs attachment, perfection
8 and repossession with respect to security interests in personal property.

9 27. At page three, the June 21, 2002 deed of trust says that the document is a
10 "security instrument"

11 28. The June 21, 2002 deed of trust is also a "security agreement" as that term is
12 defined by NRS 104.9102(1)(uuu).

13 29. The 1996 and 1997 Fuqua mobile homes are "consumer goods" as that term is
14 defined by NRS 104.9102(1)(w).

15 30. NRS 104.9610(1) allows a secured party to sell, lease, license or otherwise
16 dispose of any or all of the collateral.

17 31. Neither the June 21, 2002 deed of trust, the March 29, 2012 notice of Trustee's
18 sale nor the April 24, 2012 a trustee's deed upon sale referenced the 1996 or 1997 Fuqua
19 mobile homes, only the underlying real property.

20 32. At the time of the April 23, 2012 Trustee's sale, only the real property located at
21 3705 Anthony Place and its and permanent improvements were sold to Fannie Mae. Title to the
22 Fuqua mobile homes remained with Anthony.

23 33. No notice of sale that described or referenced the Fuqua mobile homes was ever
24 sent by Fannie Mae to Anthony.

25 34. No notice of sale that described the method of intended disposition of the Fuqua
26 mobile homes was ever sent by Fannie Mae to Anthony.

1 35. No notice of sale that described Anthony's right to an accounting of the unpaid
2 indebtedness was ever sent by Fannie Mae to Anthony.

3 36. No notice of sale that stated the time and place of a public disposition or the time
4 after which any other disposition is to be made with respect to the Fuqua mobile homes was
5 ever sent by Fannie Mae to Anthony.

6 37. No proposal to accept the 1996 or 1997 Fuqua mobile homes in full or partial
7 satisfaction of the obligation was ever sent by Fannie Mae to Anthony.

8 38. As of September 16, 2015 Fannie Mae considered itself to have a security
9 interest in Anthony's 1996 Fuqua mobile home, if not also the 1997 Fuqua mobile home.

10 39. As of September 16, 2015 Anthony owed nothing under the June 21, 2002 note
11 and deed of trust as no deficiency action was filed within six months following the April 23,
12 2013 foreclosure sale.

13 40. After October 23, 2012, Fannie Mae attempted to repossess the 1996 and 1997
14 Fuqua mobile homes by having writs of restitution issued to remove the Anthonys from them.

15 41. On or about November 23, 2015 Fannie Mae disposed of the 1996 Fuqua by
16 having a certificate of ownership issued to itself, becoming the titled owner of the mobile home.

17 42. Fannie Mae violated NRS 104.9619 by filing a transfer statement to obtain title
18 when Fannie Mae had no rights to the 1996 Fuqua mobile home.

19 43. Fannie Mae violated NRS 104.9601 by attempting to take possession of the
20 mobile homes as the Anthonys were not in default of the June 21, 2002 note or deed of trust
21 since all liability had been extinguished by October 23, 2012.

22 44. Fannie Mae violated NRS 104.9610(3) in that it acquired the collateral at a
23 private sale.

24 45. Fannie Mae violated NRS 104.9614 by failing to issue a notice of sale that
25 complied with NRS 104.9614.

1 46. Pursuant to NRS 104.9625(3)(b), the Anthonys are entitled to statutory damages
2 in an amount not less than the credit service charge plus 10 percent of the principal amount of
3 the obligation or the time-price differential plus 10 percent of the cash price.

4 47. As a direct and proximate result of Fannie Mae's violations of Article Nine, the
5 Anthonys are entitled to the greater of actual damages or statutory damages in accordance with
6 NRS 104.9625(3)(b).

7 **Second Claim for Relief**
8 **Conversion**

9 48. Anthony alleges, realleges and incorporates by reference each and every
10 allegation contained in the preceding paragraphs.

11 49. The 1996 and 1997 Fuqua mobile homes were at all times personal property.

12 50. The 1996 and 1997 Fuqua mobile homes were not sold or transferred to Fannie
13 Mae under the April 24, 2012 Trustee's Deed Upon Sale.

14 51. On numerous occasions Fannie Mae asserted ownership rights in the 1996 and
15 1997 Fuqua mobile homes by attempting to forcibly remove the Anthonys from them.

16 52. On or about September 16, 2015 Fannie Mae filed documents with the Nevada
17 Department of Housing that incorrectly represented Fannie Mae a lien holder with respect to the
18 Anthony's 1996 Fuqua mobile home, and that it had acquired ownership of the mobile home
19 through a foreclosure on or about April 24, 2012.

20 53. As a result of this affidavit, application for certificate of ownership, the Nevada
21 Department of Manufactured Housing issued a title for the 1996 Fuqua to Fannie Mae and
22 thereafter converted that mobile home to real property.

23 54. Since Fannie Mae did not acquire the 1996 or 1997 Fuqua mobile homes under
24 the trustee's deed upon sale, the Anthonys were the lawful owners of said mobile homes.

25 55. The acts of attempted removal and the filing of a false statement with the Nevada
26 Department of Manufactured Housing are distinct acts of dominion wrongfully exerted by
27 Fannie Mae over the Anthony's 1996 and 1997 Fuqua mobile homes that are in denial of, or
28

1 inconsistent with the Anthony's title or rights therein or in derogation, exclusion, or defiance of
2 such title or rights.

3 56. It is common knowledge in Nevada that mobile homes are personal property
4 unless converted to real property pursuant to NRS 361.244, et. seq.

5 57. Fannie Mae knew or should have known that the 1996 and 1997 Fuqua mobile
6 homes were personal property, and that neither mobile home was transferred to it under the
7 April 24, 2012 Trustee's Deed Upon Sale.

8 58. Fannie Mae knew or should have known that the Anthonys were the lawful
9 owners of the 1996 and 1997 Fuqua mobile homes after the April 24, 2012 Trustee's Deed
10 Upon Sale.

11 59. Fannie Mae's attempts to take possession of the 1996 and 1997 Fuqua mobile
12 homes and its false representations to the Nevada Department of Manufactured Housing to
13 obtain title is conduct which was intended to injure the Anthonys by converting their mobile
14 homes.

15 60. Fannie Mae's attempts to take possession of the 1996 and 1997 Fuqua mobile
16 homes and its false representations to the Nevada Department of Manufactured Housing to
17 obtain title is despicable conduct which was performed with a conscious disregard of the rights
18 of Anthony.

19 61. As a direct and proximate result of Fannie Mae's actions, the Anthonys are
20 entitled to damages according to proof at the time of trial.

21 62. As a direct and proximate result of Fannie Mae's actions, the Anthonys are
22 entitled to punitive damages pursuant to NRS 42.005.

23 **Third Claim for Relief**

24 **Abuse of Process/Excessive Attachment**

25 63. Anthony alleges, realleges and incorporates by reference each and every
26 allegation contained in the preceding paragraphs.

27 64. Fannie Mae has attempted to attach the Anthony's 1996 and 1997 Fuqua mobile
28 homes.

1 65. At the times Fannie Mae attempted to attach the Anthony's 1996 and 1997 Fuqua
2 mobile homes, all liability on the underlying note had been extinguished and Fannie Mae did not
3 acquire any rights in the mobile homes by virtue of the April 24, 2012 Trustee's Deed Upon
4 sale.

5 66. As in *Nevada Credit Rating Bureau, Inc. v. Williams*, 88 Nev. 601, 503 P.2d 9,
6 (Nev. 1972), Fannie Mae's attempted attachment of the Anthony's 1996 and 1997 Fuqua
7 mobile homes was made with the attempt to intimidate and harass the Anthonys.

8 67. As a direct and proximate result of Fannie Mae's actions, the Anthonys are
9 entitled to damages according to proof at the time of trial.

10 68. As a direct and proximate result of Fannie Mae's actions, the Anthonys are
11 entitled to punitive damages pursuant to NRS 42.005.

12 Wherefore, Anthony prays for the following relief:

13 1. That the Plaintiff take nothing by way of its complaint;

14 2. With respect to the counterclaim's first clam for relief; the greater of actual
15 damages or statutory damages in an amount not less than the credit service charge plus 10
16 percent of the principal amount of the obligation or the time-price differential plus 10 percent of
17 the cash price;

18 3. With respect to the counterclaim's second claim for relief, damages according to
19 proof at the time of trial and punitive damages pursuant to NRS 42.005;

20 4. With respect to the counterclaim's third claim for relief, damages according to
21 proof at the time of trial and punitive damages pursuant to NRS 42.005.

22 **Affirmation**

Pursuant to NRS 239B.030

23 The Undersigned does hereby affirm that the preceding document filed in the case herein
does not contain the social security number of any person.


24 Dated: This 21 day of August, 2017

25
26 By: _____

Michael Lehnors, Esq.
429 Marsh Ave.
Reno, Nevada 89509
Nevada Bar Number 003331

CERTIFICATE OF MAILING

Pursuant to NRCP 5(b), I hereby certify that I am an employee of Michael Lehnert, Esq., and that on the 21 day of August, 2017 I deposited for mailing with postage prepaid a true and correct copy of the foregoing Answer and Counterclaim addressed to Gregory L. Wilde, Esq., Tiffany & Bosco, 212 S. Jones Blvd., Las Vegas, Nevada 89107.



Employee

1 **2645**
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13 *Attorney for Defendant Federal National Mortgage Association*

8 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**

9 **IN AND FOR THE COUNTY OF WASHOE**

10 FEDERAL NATIONAL MORTGAGE
11 ASSOCIATION,

Case No. CV17-00843
Dept. No. 8

12 Plaintiff,

13 v.

14 PATRICIA ANTHONY, WILLIAM
15 ANTHONY, and/or Occupants 1-5,

16 Defendants,

17

PATRICIA ANTHONY, WILLIAM
18 ANTHONY,

19 Counterclaimant,

20 v.

21 FEDERAL NATIONAL MORTGAGE
22 ASSOCIATION,

23 Counterdefendant.

24 Plaintiff-Counterdefendant Federal National Mortgage Association ("Fannie Mae"), by
25 counsel, files the instant Answer to Counterclaim of Patricia Anthony and William Anthony
26 ("Counterclaimants") as follows:

27 **COUNTERCLAIM**

- 28 1. Fannie Mae admits only that it conducts business in Washoe County, Nevada.
2. Fannie Mae admits that it is a government-sponsored enterprise presently under the conservatorship of the Federal Housing Finance Agency, and is a publicly traded company. Except

1 as expressly admitted, the allegations in this paragraph are denied.

2 3. Fannie Mae admits that Counterclaimants executed a note and deed of trust on June
3 21, 2002 in favor of Capitol Commerce Mortgage Co. Fannie Mae further admits that Bank of
4 America, N.A., successor by merger to BAC Home Loans Servicing, LP serviced the loan since July
5 26, 2002. Fannie Mae further admits it is now the owner of the property described in the deed of
6 trust as a result of foreclosure sale on April 23, 2012.

7 4. Fannie Mae states that the recorded documents speak for themselves and denies any
8 allegation inconsistent therewith.

9 5. Fannie Mae states that the recorded documents speak for themselves and denies any
10 allegation inconsistent therewith.

11 6. Fannie Mae admits only that a trustee's sale was held on April 23, 2012 and that
12 Fannie Mae was the successful bidder. Fannie Mae denies the remaining allegations of paragraph 6.

13 7. Fannie Mae states that the recorded documents speak for themselves and denies any
14 allegation inconsistent therewith.

15 8. Fannie Mae admits the allegations contained in paragraph 8.

16 9. Fannie Mae asserts the allegations contained in paragraph 9 are conclusions of law to
17 which no response is required.

18 10. Fannie Mae admits only that prior to the April 23, 2012 trustee sale Anthony owned
19 the mobile homes described in paragraph 10.

20 11. Fannie Mae admits the allegations contained in paragraph 11.

21 12. Fannie Mae asserts the allegations contained in paragraph 12 are conclusions of law
22 to which no response is required. To the extent a response is required, Fannie Mae denies the
23 allegations contained in paragraph 12 of the Counterclaim.

24 13. Fannie Mae asserts the allegations in paragraph 13 refer to a document in writing and
25 the document speaks for itself. To the extent the allegations contradict the contents of the writing,
26 they are denied.

27 14. Fannie Mae asserts the allegations in paragraph 14 refer to a document in writing and
28 the document speaks for itself. To the extent the allegations contradict the contents of the writing,

1 they are denied.

2 15. Fannie Mae asserts the allegations in paragraph 15 refer to a document in writing and
3 the document speaks for itself. To the extent the allegations contradict the contents of the writing,
4 they are denied.

5 16. Fannie Mae asserts the allegations in paragraph 16 refer to a document in writing and
6 the document speaks for itself. To the extent the allegations contradict the contents of the writing,
7 they are denied.

8 17. Fannie Mae asserts the allegations in paragraph 17 refer to a document in writing and
9 the document speaks for itself. To the extent the allegations contradict the contents of the writing,
10 they are denied.

11 18. Fannie Mae asserts the allegations contained in paragraph 18 are conclusions of law
12 to which no response is required. To the extent a response is required, Fannie Mae denies the
13 allegations.

14 **FIRST CLAIM FOR RELIEF**

15 **VIOLATION OF UCC ARTICLE NINE**

16 19. Fannie Mae adopts and incorporates by reference all the preceding paragraphs as
17 though set forth fully herein. To the extent a response is necessary, Fannie Mae denies the
18 allegations of Paragraph 19.

19 20. Fannie Mae lacks knowledge or information sufficient to form a belief as to the truth
20 of the allegations in Paragraph 20, and therefore denies the same.

21 21. Fannie Mae lacks knowledge or information sufficient to form a belief as to the truth
22 of the allegations in Paragraph 21, and therefore denies the same.

23 22. Fannie Mae lacks knowledge or information sufficient to form a belief as to the truth
24 of the allegations in Paragraph 22, and therefore denies the same.

25 23. Fannie Mae lacks knowledge or information sufficient to form a belief as to the truth
26 of the allegations in Paragraph 23, and therefore denies the same.

27 24. Fannie Mae lacks knowledge or information sufficient to form a belief as to the truth
28 of the allegations in Paragraph 24, and therefore denies the same and demand strict proof thereof.

1 25. Fannie Mae lacks knowledge or information sufficient to form a belief as to the truth
2 of the allegations in Paragraph 25, and therefore denies the same.

3 26. Fannie Mae asserts the allegations contained in paragraph 26 are statements of law to
4 which no response is required.

5 27. Fannie Mae asserts that the deed of trust is a recorded document that speaks for itself.
6 To the extent the allegations contradict the document, they are denied.

7 28. Fannie Mae asserts that the allegations contained in paragraph 28 are conclusions of
8 law to which no response is required.

9 29. Fannie Mae asserts the allegations contained in paragraph 29 are conclusions of law
10 to which no response is required.

11 30. Fannie Mae asserts the allegations contained in paragraph 30 are statements of law to
12 which no response is required.

13 31. Fannie Mae asserts the recorded documents speak for themselves. To the extent the
14 allegations contradict the documents, they are denied.

15 32. Fannie Mae denies the allegations contained in paragraph 32 of the Counterclaim.

16 33. Fannie Mae denies the allegations contained in paragraph 33 of the Counterclaim.

17 34. Fannie Mae denies the allegations contained in paragraph 34 of the Counterclaim.

18 35. Fannie Mae denies the allegations contained in paragraph 35 of the Counterclaim.

19 36. Fannie Mae denies the allegations contained in paragraph 36 of the Counterclaim.

20 37. Fannie Mae denies the allegations contained in paragraph 37 of the Counterclaim.

21 38. Fannie Mae asserts the allegations contained in paragraph 38 are conclusions of law
22 to which no response is required.

23 39. Fannie Mae asserts the allegations contained in paragraph 39 are conclusions of law
24 to which no response is required. To the extent a response is required, the allegations are denied.

25 40. Fannie Mae asserts the allegations in paragraph 40 refer to documents in writing and
26 the documents speak for themselves. To the extent the allegations contradict the writings, the
27 allegations are denied.

28 41. Fannie Mae admits only that it is the owner of the 1996 Fuqua. Fannie Mae asserts

1 the remaining allegations contained in paragraph 41 refer to documents in writing and the documents
2 speak for themselves. To the extent remaining allegations contradict the writings, the allegations are
3 denied.

4 42. Fannie Mae denies the allegations contained in paragraph 42 of the Counterclaim.

5 43. Fannie Mae denies the allegations contained in paragraph 43 of the Counterclaim.

6 44. Fannie Mae denies the allegations contained in paragraph 44 of the Counterclaim.

7 45. Fannie Mae denies the allegations contained in paragraph 45 of the Counterclaim.

8 46. Fannie Mae asserts the allegations contained in paragraph 46 of the Counterclaim are
9 conclusions of law to which no response is required. To the extent a response is required, Fannie
10 Mae denies the allegations.

11 47. Fannie Mae asserts the allegations contained in paragraph 47 of the Counterclaim are
12 conclusions of law to which no response is required. To the extent a response is required, Fannie
13 Mae denies the allegations.

14 **SECOND CLAIM FOR RELIEF**

15 **CONVERSION**

16 48. Fannie Mae adopts and incorporates by reference all the preceding paragraphs as
17 though set forth fully herein. To the extent a response is necessary, Fannie Mae denies the
18 allegations of Paragraph 48.

19 49. Fannie Mae asserts the allegations contained in paragraph 49 of the Counterclaim are
20 conclusions of law to which no response is required. To the extent a response is required, Fannie
21 Mae denies the allegations.

22 50. Fannie Mae denies the allegations contained in paragraph 50 of the Counterclaim.

23 51. Fannie Mae admits only that it holds ownership rights in the mobile homes and it has
24 attempted to protect its interests in the past. Fannie Mae denies the remaining allegations contained
25 in paragraph 51 of the Counterclaim.

26 52. Fannie Mae asserts the allegations in paragraph 52 refer to documents in writing and
27 the documents speak for themselves. To the extent the allegations contradict the writings, the
28 allegations are denied.

1 53. Fannie Mae asserts the allegations in paragraph 53 refer to documents in writing and
2 the documents speak for themselves. To the extent the allegations contradict the writings, the
3 allegations are denied.

4 54. Fannie Mae asserts the allegations contained in paragraph 54 are conclusions of law
5 to which no response is required. To the extent a response is required, Fannie Mae denies the
6 allegations.

7 55. Fannie Mae asserts the allegations contained in paragraph 55 are conclusions of law
8 to which no response is required. To the extent a response is required, Fannie Mae denies the
9 allegations.

10 56. Fannie Mae asserts the allegations contained in paragraph 56 are conclusions of law
11 to which no response is required.

12 57. Fannie Mae denies the allegations contained in paragraph 57 of the Counterclaim.

13 58. Fannie Mae asserts the allegations contained in paragraph 58 are conclusions of law
14 to which no response is required. To the extent a response is required, Fannie Mae denies the
15 allegations.

16 59. Fannie Mae denies the allegations contained in paragraph 59 of the Counterclaim.

17 60. Fannie Mae denies the allegations contained in paragraph 60 of the Counterclaim.

18 61. Fannie Mae asserts the allegations contained in paragraph 61 are conclusions of law
19 to which no response is required. To the extent a response is required, Fannie Mae denies the
20 allegations.

21 62. Fannie Mae asserts the allegations contained in paragraph 62 are conclusions of law
22 to which no response is required. To the extent a response is required, Fannie Mae denies the
23 allegations.

24 **THIRD CLAIM FOR RELIEF**

25 **ABUSE OF PROCESS/EXCESSIVE ATTACHMENT**

26 63. Fannie Mae adopts and incorporates by reference all the preceding paragraphs as
27 though set forth fully herein. To the extent a response is necessary, Fannie Mae denies the
28 allegations of Paragraph 63.

1 64. Fannie Mae asserts the allegations contained in paragraph 64 are conclusions of law
2 to which no response is required. To the extent a response is required, Fannie Mae denies the
3 allegations.

4 65. Fannie Mae asserts the allegations contained in paragraph 65 are conclusions of law
5 to which no response is required. To the extent a response is required, Fannie Mae denies the
6 allegations.

7 66. Fannie Mae denies the allegations contained in paragraph 66 of the Counterclaim.

8 67. Fannie Mae asserts the allegations contained in paragraph 67 are conclusions of law
9 to which no response is required. To the extent a response is required, Fannie Mae denies the
10 allegations.

11 68. Fannie Mae asserts the allegations contained in paragraph 68 are conclusions of law
12 to which no response is required. To the extent a response is required, Fannie Mae denies the
13 allegations.

14 69. Fannie Mae denies that Counterclaimants are entitled to the relief requested in the
15 “Wherefore” clause following paragraph 68, including subparts 1 through 4.

16 **WHEREFORE**, Fannie Mae prays the that the Counterclaim be dismissed in its entirety, that
17 Counterclaimants take nothing thereby, and that it be awarded costs and fees, including attorneys’ fees
18 associated with the defense of the Counterclaim.

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1 **AFFIRMATIVE DEFENSES**

2 **FIRST AFFIRMATIVE DEFENSE**

3 **(Failure to State a Claim)**

4 Counterclaimants have failed to state facts sufficient to constitute any cause of action against
5 Fannie Mae.

6 **SECOND AFFIRMATIVE DEFENSE**

7 **(Failure to Mitigate Damages)**

8 Counterclaimants' claims are barred in whole or in part because of the Counterclaimants'
9 failure to take reasonable steps to protect themselves from harm and to mitigate its alleged damages,
10 if any.

11 **THIRD AFFIRMATIVE DEFENSE**

12 **(Equitable Defense, Laches, Unclean Hands, Failure to do Equity)**

13 Counterclaimants' claims are barred by the equitable doctrines of laches, unclean hands, and
14 failure to do equity.

15 **FOURTH AFFIRMATIVE DEFENSE**

16 **(Counterclaimants are Not Entitled to Relief)**

17 Fannie Mae denies that the Counterclaimants are entitled to any relief for which they pray.

18 **FIFTH AFFIRMATIVE DEFENSE**

19 **(Statute of Limitations)**

20 The statute of limitations for this action has been exceeded, as such this matter is time-barred.

21 **SIXTH AFFIRMATIVE DEFENSE**

22 **(Setoff)**

23 Fannie Mae denies that the Counterclaimants are entitled to any relief for which they pray. To
24 the extent any relief is awarded, the award should be setoff against the obligations owed by
25 Counterclaimants to Fannie Mae.

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1 j. Without judicial review on the basis of objective standards, including the three
2 constitutional guideposts of reprehensibility, ratio and civil penalties, *See State Farm v. Campbell*,
3 538 U.S. 408, 154 L. Ed. 2d 585, 123 S. Ct. 1513 (2003).

4 **NINTH AFFIRMATIVE DEFENSE**

5 **(Additional Affirmative Defenses)**

6 Pursuant to NRCP 11, Fannie Mae reserves the right to assert additional affirmative defenses
7 in the event discovery and/or investigation disclose the existence of other affirmative defenses.

8 **AFFIRMATION**

9 **Pursuant to NRS 239B.030**

10 The undersigned does hereby affirm that the preceding document does not contain the Social Security
11 Number of any person.

12
13 DATED: October 12, 2017

14 **AKERMAN LLP**

15 /s/ Jamie K. Combs
16 DARREN T. BRENNER, ESQ.
17 Nevada Bar No. 8386
18 JAMIE K. COMBS, ESQ.
19 Nevada Bar No. 13088
20 1160 Town Center Drive, Suite 330
21 Las Vegas, Nevada 89144

22 *Attorneys for Federal National Mortgage Association*
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EXHIBIT "2"

EXHIBIT "2"

IN THE SECOND JUDICIAL DISTRICT COURT FOR THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

FEDERAL NATIONAL MORTGAGE
ASSOCIATION,

Case No. CV17-00843

Dept. No. 8

Plaintiff,

v.

PATRICIA ANTHONY, WILLIAM
ANTHONY, and/or Occupants 1-5,

Defendants,

PATRICIA ANTHONY, WILLIAM
ANTHONY,

Counterclaimants,

v.

FEDERAL NATIONAL MORTGAGE
ASSOCIATION,

Counterdefendant.

ORDER AFTER HEARING

The Court heard argument on competing motions for summary judgment on July 8, 2019. Darren T. Brenner, Esq., appeared for Plaintiff/Counterdefendant, Federal National Mortgage Association's ("FNMA") and Michael Lehnern, Esq.,

1 appeared for Defendants/Counterclaimants Patricia Anthony and William Anthony
2 ("the Anthonys").

3 Having reviewed the record and having considered the authorities and
4 positions advanced by counsel, the Court GRANTS FNMA's *Motion for Summary*
5 *Judgment* on its claim against the Anthonys for trespass; and GRANTS FNMA's
6 *Motion for Summary Judgment* against the Anthonys on their counterclaims. The
7 Anthonys' *Motion for Partial Summary Judgment* is accordingly DENIED.

8 Accordingly, and good cause appearing,

9 Counsel for FNMA is ORDERED to prepare proposed "Findings of Fact,
10 Conclusions of Law and Judgment" consistent with its points and authorities and
11 as argued on the record July 8, 2019. It shall also include the granting of a
12 permanent injunction against the Anthonys' further occupation of the subject
13 premises. The document is to be prepared and served upon counsel for the
14 Anthonys for review as to form no later than July 26, 2016.

15 Counsel are ORDERED to personally confer on any issues or concerns raised
16 by Anthonys' counsel no later than August 2, 2019.

17 Counsel for FNMA is ORDERED to file a proposed final version with the Court
18 no later than August 7, 2019, as well as email the document to chambers in "Word"
19 format. Counsel for the Anthonys may file any objections to the proposed Findings
20 of Fact and Conclusions of Law and Judgment no later than August 9, 2019.

21 The Court will thereafter review and enter Findings of Fact, Conclusions of
22 Law and Judgment as set forth above.

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2 Unless otherwise agreed to in writing by the parties and approved by the
3 Court, the pending orders regarding injunctive relief and payment of rent shall
4 expire on the date the Court files the Findings of Fact, Conclusions of Law and
5 Judgment.

6 IT IS SO ORDERED.

7 DATED this 10 day of July, 2019.

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10 BARRY L. BRESLOW
11 DISTRICT JUDGE
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CERTIFICATE OF SERVICE

I hereby certify that I am an employee of the Second Judicial District Court of the State of Nevada, in and for the County of Washoe; and that on this date I electronically filed the foregoing with the Clerk of the Court by using the ECF system which will send a notice of electronic filing to the following:

DARREN T. BRENNER, ESQ.

MICHAEL LEHNERS, ESQ.

DATED this 10 day of July, 2019.



EXHIBIT "3"

EXHIBIT "3"

Return Of NEF

Recipients

MICHAEL LEHNERS, ESQ. - Notification received on 2019-07-10 12:10:52.685.
DARREN BRENNER, ESQ. - Notification received on 2019-07-10 12:10:52.669.
PATRICIA ANTHONY - Notification received on 2019-07-10 12:10:52.716.

***** IMPORTANT NOTICE - READ THIS INFORMATION *****

PROOF OF SERVICE OF ELECTRONIC FILING

-

A filing has been submitted to the court RE: CV17-00843

Judge:

HONORABLE BARRY L. BRESLOW

Official File Stamp:

07-10-2019:12:09:46

Clerk Accepted:

07-10-2019:12:10:21

Court:

Second Judicial District Court - State of Nevada

Civil

Case Title:

FED'L NAT'L MORTG ASSC VS PATRICIA
ANTHONY ETAL D8

Document(s) Submitted:

Ord After Hearing

Filed By:

Judicial Asst. CKuhl

You may review this filing by clicking on the following link to take you to your cases.

This notice was automatically generated by the courts auto-notification system.

-

If service is not required for this document (e.g., Minutes), please disregard the below language.

The following people were served electronically:

DARREN T. BRENNER, ESQ. for FEDERAL
NATIONAL MORTGAGE ASSOCIATION

MICHAEL C. LEHNERS, ESQ. for PATRICIA
ANTHONY et al

The following people have not been served electronically and must be served by traditional means (see Nevada Electronic Filing Rules.):

JAMIE K. COMBS, ESQ. for FEDERAL
NATIONAL MORTGAGE ASSOCIATION