

1 IN THE SUPREME COURT OF THE STATE OF NEVADA

2 oOo

3
4 PATRICIA ANTHONY and
WILLIAM ANTHONY

5 Appellants,

SUPREME COURT

Electronically Filed
Apr 16 2020 09:44 a.m.
Elizabeth A. Brown
Clerk of Supreme Court

7 vs.

CASE NO.: CV17-00843
DEPT. NO.: 8

8 FEDERAL NATIONAL MORTGAGE
9 ASSOCIATION,

10 Respondent.

11 _____/
12 Appeal from the Second Judicial District Court
State of Nevada
13 District Court Case No.: CV17-00843

14 **APPELLANTS' EXCERPT OF RECORD**
15 **VOL. 1**
16 **Document No . 1 through Document No. 10**

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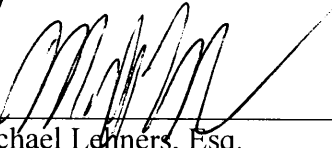
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AFFIRMATION
Pursuant to NRS 239B.030

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

DATED this 12 day of April, 2020



Michael Lehnars, Esq.
429 Marsh Avenue
Reno, NV 89509
Attorney for Appellants.

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April, 2020 I emailed a true copy of the within **APPELLANTS' EXCERPT OF RECORD VOL. 1 Document No . 1 through Document No. 10** to the following:

Dolores Stigall
Dolores Stigall

DOCUMENT "1"

DOCUMENT "1"

1 GREGORY L. WILDE, ESQ.
Nevada Bar No. 4417
2 MATTHEW D. DAYTON, ESQ.
Nevada Bar No. 11552
3 TIFFANY & BOSCO, P.A.
4 212 S. Jones Blvd.
Las Vegas NV 89107
5 Tel (702) 258-8200
6 Fax (702) 258-8787
TB# 12-74506
7

8 **SECOND JUDICIAL DISTRICT COURT**
9 **WASHOE COUNTY, NEVADA**

10 Federal National Mortgage Association,
11
12 Plaintiff,

Case No.:
Dept No.:

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

15 Defendant(s),
16

17 **COMPLAINT FOR TRESSPASS & INJUNCTIVE RELIEF**

18 COMES NOW, Plaintiff Federal National Mortgage Association, ("Plaintiff") and for
19
20 its cause of action against Defendant **PATRICIA ANTHONY and WILLIAM**
21 **ANTHONY**, and unknown Occupants 1-5 (hereinafter referred to as Defendants),
22 complains and alleges as follows:

23 1. That Plaintiff is the owner of the property located at *3705 Anthony Place, Sun*
24 *Valley, Nevada*. (Hereinafter "Subject Property" or "premises"), currently occupied by
25 the Defendants.
26

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

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

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

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

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

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

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

20 11. That the Defendants have trespassed and continue to trespass on the subject
21 property, invading on the property of the Plaintiff, intentionally intruding thereon, and
22 causing damages to the Plaintiff.
23
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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.
5

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

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

15 15. Plaintiff requested a restraining order from the Justice Court Judge Kevin Higgins
16 which is most familiar with the Defendants' wrongful conduct but while he sympathized with
17 the Plaintiff's situation, he could not take jurisdiction to grant such relief. See exhibit "4".
18

19 16. That Plaintiff now seeks such relief from this District Court and is entitled to the same.
20

21 17. That Plaintiff is also entitled to a permanent injunction thereafter prohibiting the
22 Defendants from further trespassing on or in the premises.
23

24 18. That is has been necessary for Plaintiff to employ the services of TIFFANY &
25 BOSCO, P.A., duly licensed and practicing attorneys in the State of Nevada, to file and
26 litigate this action, and reasonable attorney's fees should be awarded to Plaintiff to be paid by
27 Defendants.
28

WHEREFORE, Plaintiff prays for Judgment against Defendants as follows:

1. For an order deeming the Defendants as trespassers.

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

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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

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

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

JUSTICE COURT, SPARKS TOWNSHIP

WASHOE COUNTY, NEVADA

10 Federal National Mortgage Association,

Case No.: 12-SCV-0936

11 Plaintiff,

Dept No.: 2

12 vs.

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

15 Defendant.

PERMANENT WRIT OF RESTITUTION

16 TO: THE WASHOE COUNTY SHERIFF, NEVADA:

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

18 OCCUPANTS 1-5

19 YOU ARE HEREBY NOTIFIED that pursuant to a Court Order, Plaintiff is to

20 have peaceable restitution of the real property located at:

21 3705 Anthony Place, Sun Valley, NV 89433.

22 ///

23 ///

24 ///

25

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
10 JUSTICE COURT JUDGE

11 Submitted by:

12 TIFFANY & BOSCO, P.A.

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
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FILED
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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

P.A.
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:

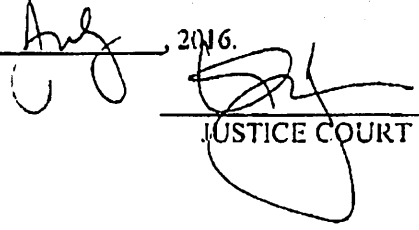
GREETINGS: PATRICIA ANTHONY, WILLIAM ANTHONY, AND/OR OCCUPANTS 1-5:

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 TIFFANY & BOSCO, P.A.

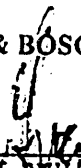
9
10 By 
11 GREGORY L. WILDE, ESQ.
12 Nevada Bar No. 44117
13 212 S. Jones Boulevard
14 Las Vegas, Nevada 89107
15 Attorney for Plaintiff
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EXHIBIT “3”

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

9 TO: Patricia S. Anthony, William M. Anthony and/or (None here Occupants 1-5)
10 3705 Anthony Place
11 Sun Valley, NV 89433

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

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

18 DATED: May 16, 2012

19 Respectfully submitted,
20 TIFFANY & BOSCO, P.A.

21 By [Signature]
22 GREGORY L. WILDE, ESQ.
23 Attorneys for Plaintiff

24 Supersedes and negates all our
25 verified claims, with complete
26 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"
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 men, 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.Ed. 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; *Ovett 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 Amer. can 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

Peterson Sanbuen 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 May 23, 2012
Three thousand seven hundred five Anthony Place
Sun Valley, Nevada. Non-domestic 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 perjures 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 supercedes 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

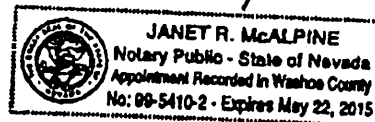
BY: Patricia Sanburn Anthony
Patricia Sanburn Anthony, living American woman

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



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

EXHIBIT “4”

EXHIBIT “4”

FILED
JANINE BAKER, CLERK
SPARKS JUSTICE COURT
JAN 18 2017
[Signature]
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).

///

Sparks Justice Court

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.
24
25

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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.

5 

6
7 Kevin Higgins
Chief Justice of the Peace

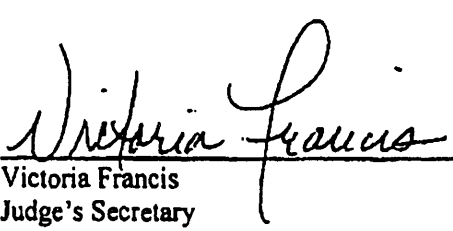
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CERTIFICATE OF SERVICE BY MAILING

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

DOCUMENT "2"

DOCUMENT "2"

CODE 1137
MICHAEL LEHNERS, ESQ.
429 Marsh Ave.
Reno, Nevada 89509
Nevada Bar Number 003331
(775) 786-1695

Attorney for Defendants-Counterclaimants
Patricia Anthony and William Anthony

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE
o0o

FEDERAL NATIONAL MORTGAGE
ASSOCIATION,
Plaintiff,

Case No. CV17-00843

Dept. No. 8

vs.

ANSWER AND COUNTERCLAIM

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

PATRICIA ANTHONY, WILLIAM
ANTHONY

Counterclaimant

vs.

FEDERAL NATIONAL MORTGAGE
ASSOCIATION
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.

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

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

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

7 **Affirmative Defenses**

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

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

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

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

14 5. Plaintiff's claims are barred by laches.

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

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

19 **Counterclaim**

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

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

24 2. Fannie Mae and Freddie Mac were created by Congress. They provide a role in
25 the nations finance system by proving liquidity, stability and affordability to the mortgage
26 market. Fannie Mae and Freddie Mac buy mortgages from lenders and either hold these
27 mortgages in their portfolios or package the loans into mortgage backed securities.
28

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

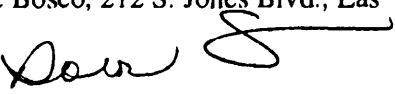
23 The Undersigned does hereby affirm that the preceding document filed in the case herein
does not contain the social security number of any person.

24 Dated: This 21 day of June, 2017

25
26 By: Michael Lehnars, Esq.
27 429 Marsh Ave.
28 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

DOCUMENT "3"

DOCUMENT "3"

1 GREGORY L. WILDE, ESQ.
2 Nevada Bar No. 4417
3 efilenv@tblaw.com

4 **TB** TIFFANY & BOSCO
P.A.

5 212 S. Jones Blvd.
6 Las Vegas Nevada 89107
7 Telephone (702) 258-8200
8 Facsimile (702) 258-8787
9 TB# 12-74506
10 Attorney for Plaintiff

11 **SECOND JUDICIAL DISTRICT COURT**

12 **WASHOE COUNTY, NEVADA**

13 Federal National Mortgage Association,

14 Plaintiff,

15 vs.

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

18 Defendants.

Case No.: CV17-00843
Dept. No.: 8

Hearing Date: September 5, 2017

Hearing Time: 1:30 p.m.

19 **STIPULATION CONCERNING TEMPORARY STAY**
20 **OF PRELIMINARY INJUNCTION**

21 COME NOW THE PARTIES, by and through their respective counsel, and stipulate as
22 follows:

1. At the mutual request of the parties, the hearing originally set for September 5, 2017, at 4:00 p.m. has been moved to October 2, 2017 at 4:00 p.m. with the Court calling counsel for the respective parties.
2. The temporary stay of the Preliminary Injunction issued by the Court at the request of the Defendants shall remain in full force and effect through October 2, 2017, at

212 S. Jones Blvd.
Las Vegas, NV 89107
Tel 258-8200 Fax 258-8787

By JACQUELINE BRYANT, CLERK
SEP - 6 2017

RECEIVED
28

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

1 4:00 p.m. unless the parties make other agreements or the Court issues further
2 rulings.

3 3. The terms of the temporary stay of the Preliminary Injunction are outlined in the
4 Court's minutes of August 22, 2017, with a copy filed on August 24, 2017, at 11:42
5 a.m., Transaction #6265953.


6 4. The deadlines for Plaintiff to file responsive pleadings to the Defendants' pending
7 counterclaims and motions before the Court are currently suspended until the parties
8 agree otherwise or the Court sets a briefing schedule at the October 2, 2017, hearing.

9
10
11 IT IS SO ORDERED this 27TH day of September, 2017.


12
13 
14 DISTRICT COURT JUDGE

15 Agreed as to Form & Content

16 TIFFANY & BOSCO, P.A.

17
18 
19 GREGORY L. WILDE, ESQ.
20 212 South Jones Boulevard
21 Las Vegas, Nevada 89107
22 Attorney for Plaintiff

Agreed as to Form & Content

23
24 
25 MICHAEL LEINERS, ESQ.
26 429 Marsh Avenue
27 Reno, Nevada 89509
28 Attorney for Defendants

AFFIRMATION

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

25 TIFFANY & BOSCO, P.A.

26
27 
28 GREGORY L. WILDE, ESQ.
Attorney for Plaintiff

DOCUMENT "4"

DOCUMENT "4"

ORIGINAL

FILED
Electronically
CV17-00843
2017-09-28 01:50:38 PM
Jacqueline Bryant
Clerk of the Court
Transaction # 6322564

CODE 3980
MICHAEL LEHNERS, ESQ.
429 Marsh Ave.
Reno, Nevada 89509
Nevada Bar Number 003331
(775) 786-1695

Attorney for Defendants-Counterclaimants
Patricia Anthony and William Anthony

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

FEDERAL NATIONAL MORTGAGE
ASSOCIATION,
Plaintiff,

o0o
Case No. CV17-00843
Dept. No. 8

vs.

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

STIPULATION AND ORDER TO
CONTINUE HEARING AND EXTEND
THE STAY OF THIS COURT'S
AUGUST 7, 2017 ORDER

PATRICIA ANTHONY, WILLIAM
ANTHONY

Counterclaimant

vs.

FEDERAL NATIONAL MORTGAGE
ASSOCIATION
Counterdefendant

Plaintiff-Counterdefendant Federal National Mortgage Association (FNMA) and
Defendants-Counterclaimants Patricia and William Anthony (Anthony) stipulate as follows:

1. On September 7, 2017 the parties filed a stipulation with this Court that
continued the hearing originally set for September 5, 2017. The parties also agreed to a
temporary stay of the effective date of the August 7, 2017 Preliminary Injunction up to and
including October 2, 2017.

2. The parties had agreed to set a briefing schedule at the October 2, 2017 hearing,
and that Anthony would be required to pay monthly rent to FNMA of \$800.00 while they
occupied the mobile homes located on the subject property.

3. Anthony has paid \$800.00 to FNMA for September rent.

4. The parties have engaged in settlement negotiations.

DOCUMENT "5"

DOCUMENT "5"

1 **2645**
2 **DARREN T. BRENNER, ESQ.**
3 Nevada Bar No. 8386
4 **JAMIE K. COMBS, ESQ.**
5 Nevada Bar No. 13088
6 **AKERMAN LLP**
7 1160 Town Center Drive, Suite 330
8 Las Vegas, Nevada 89144
9 Telephone: (702) 634-5000
10 Facsimile: (702) 380-8572
11 Email: darren.brenner@akerman.com
12 Email: jamie.combs@akerman.com
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.

26 ...

27 ...

28 ...

1 **SEVENTH AFFIRMATIVE DEFENSE**

2 **(Punitive Damages Violates Fourteenth Amendment)**

3 Any award of punitive damages against Fannie Mae in this matter would violate Fannie Mae's
4 guarantees of due process, equal protection, property and protection against excessive fines under the
5 Fourteenth Amendment to the United States Constitution and under applicable law of this jurisdiction.

6 **EIGHTH AFFIRMATIVE DEFENSE**

7 **(Punitive Damages)**

8 Punitive damages may not be awarded:

9 a. Without proof of every element beyond a reasonable doubt, or in the alternative without
10 proof by clear and convincing evidence;

11 b. Without bifurcating the trial of all punitive issues, including punitive liability;

12 c. With no limits, including the maximum amount that a jury may impose in this
13 jurisdiction;

14 d. With no limits, including the constitutional prohibition against punitive damages
15 awards being greater than a single-digit multiplier of any compensatory damages award, *See State*
16 *Farm v. Campbell*, 538 U.S. 408, 154 L. Ed. 2d 585, 123 S. Ct. 1513 (2003);

17 e. Which improperly compensates Plaintiffs for elements of damage not otherwise
18 recognized under the laws of this jurisdiction;

19 f. Without standards or sufficient clarity for determining the appropriateness of
20 appropriate size of the award;

21 g. Without consideration of the three constitutional guideposts of reprehensibility, ratio
22 and civil penalties, *See State Farm v. Campbell*, 538 U.S. 408, 154 L. Ed. 2d 585, 123 S. Ct. 1513
23 (2003);

24 h. Without appropriate instructions on the limits of punitive damages imposed by the
25 applicable principles of deterrence and punishment;

26 i. Under a vague and arbitrary standard that does not define the necessary conduct or
27 mental state required for punitive damages; and

28 ...

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
1160 Town Center Drive, Suite 330
Las Vegas, Nevada 89144

20 *Attorneys for Federal National Mortgage Association*

1 **CERTIFICATE OF SERVICE**

2 I HEREBY CERTIFY that on the 12th day of October, 2017 and pursuant to NRCP 5(b), I
3 served via the Washoe County electronic filing system a true and correct copy of the foregoing
4 **COUNTERDEFENDANT FEDERAL NATIONAL MORTGAGE ASSOCIATION'S**
5 **ANSWER TO COUNTERCLAIM AND AFFIRMATIVE DEFENSES** addressed to:

6
7 MICHAEL LEHNERS, ESQ.
8 Nevada State Bar No.: 3331
9 429 Marsh Avenue
10 Reno, NV 89509
11 (775) 786-1695
12 Attorney for Defendants

13 Gregory Wilde, Esq.
14 Tiffany & Bosco
15 212 So. Jones Blvd.
16 Las Vegas, NV 89107

17 /s/ Jill Sallade
18 An employee of AKERMAN LLP
19
20
21
22
23
24
25
26
27
28

DOCUMENT "6"

DOCUMENT "6"

1 MICHAEL LEHNERS, ESQ.
2 Nevada State Bar No.: 3331
3 429 Marsh Avenue
4 Reno, NV 89509
5 (775) 786-1695
6 Attorney for Defendants

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

8 IN AND FOR COUNTY OF WASHOE

9 oOo

10 FEDERAL NATIONAL MORTGAGE
11 ASSOCIATION,

12 Plaintiff,

CASE NO.: CV17-00843
DEPT. NO.: 8

13 vs.

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

16 Defendants.
17 _____/

18 **STIPULATION RE: STATUS HEARING**

19 COME NOW Plaintiff, FEDERAL NATIONAL MORTGAGE ASSOCIATION,
20 by and through its attorney, the law offices of Tiffany and Bosco and the
21 Defendants, PATRICIA ANTHONY and WILLIAM ANTHONY, by and through their
22 attorney, Michael Lehnern, Esq., hereby stipulate and agree as follows:
23

24 1. That the September 28, 2017 Order which stays the August 7, 2017
25 order is to remain in effect until ~~April 1, 2018~~. FEBRUARY 13, 2018. *h*

26 2. ~~Once the April 1st~~ ^{THAT} date has passed the parties can stipulate to
27 continue the pending stay. However, should the parties be unable to agree to the
28

1 continuance or have the matter settled, the matter must be set for a settlement
2 conference or have a briefing schedule submit to the court.


3
4 **AFFIRMATION**
Pursuant to NRS 239B.030

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

7 DATED this 11 day of Jan, 2018.

8 DATED this 11 day of Jan, 2018

9 
Michael Lehnert, Esq.
Attorney for Defendants.

10 
Greg Wilde, Esq.
Tiffany & Bosco
Attorney for Plaintiff.

DOCUMENT "7"

DOCUMENT "7"

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Jacqueline Bryant
Clerk of the Court
Transaction # 6491501

1 MICHAEL LEHNERS, ESQ.
2 Nevada State Bar No.: 3331
3 429 Marsh Avenue
4 Reno, NV 89509
5 (775) 786-1695
6 Attorney for Defendants

7 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
8
9 IN AND FOR COUNTY OF WASHOE

10 oOo

11 FEDERAL NATIONAL MORTGAGE
12 ASSOCIATION,

13 Plaintiff,

14 vs.

CASE NO.: CV17-00843
DEPT. NO.: 8

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

17 Defendants.

18 **ORDER APPROVING STIPULATION RE: STATUS HEARING**

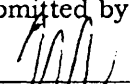
19 THIS MATTER having come before this court by Stipulation of the parties
20 herein, having reviewed the pleadings on file and good cause appearing, therefore.

21 IT IS HEREBY ORDERED that the Stipulation is approved and the terms and
22 conditions contained in the Stipulation are incorporated herein.

23 DATED this 22 day of January, 2018.

24 
DISTRICT JUDGE

25 Submitted by:

26 
27 Michael Lehnners, Esq.
28 Attorney for Defendants

DOCUMENT " 8 "

DOCUMENT " 8 "

1 DARREN T. BRENNER, ESQ.
Nevada Bar No. 8386
2 JAMIE K. COMBS, ESQ.
Nevada Bar No. 13088
3 **AKERMAN LLP**
1635 Village Center Circle, Suite 200
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Email: darren.brenner@akerman.com
6 Email: jamie.combs@akerman.com
7 *Attorney for Defendant Federal National Mortgage*
8 *Association*

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

11 FEDERAL NATIONAL MORTGAGE
ASSOCIATION,

12 Plaintiff,

13 v.

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

15 Defendants
16

17 PATRICIA ANTHONY, WILLIAM
ANTHONY,

18 Counterclaimant,
19

20 v.
21

22 FEDERAL NATIONAL MORTGAGE
ASSOCIATION,

23 Counterdefendant.
24

Case No.: Case No. CV17-00843
Dept. No.: No. 8

**STIPULATION REGARDING
INJUNCTIVE RELIEF**

1 Subject to the approval of the Court, Plaintiff/Counterdefendant Federal National Mortgage
2 Association (**Fannie Mae**) and Defendants/Counterclaimants Patricia and William Anthony
3 (**Defendants** and collectively the **Parties**) stipulate to the following Order resolving the Injunctive
4 Relief requested by Fannie Mae as follows:

5 1. On May 2, 2017, Fannie Mae filed a Complaint for Trespass and Injunctive Relief
6 against Defendants regarding the property located at 3705 Anthony Place, Sun Valley, Nevada
7 (**Property**) in which Fannie Mae sought an Order preventing Defendants from entering the Property.

8 2. On August 21, 2017, Defendants Answered and asserted Counterclaims against
9 Fannie Mae regarding the title to the mobile homes, a 1996 FUQUA and a 1997 Fuqua (**Mobile**
10 **Homes**), located on the Property.

11 3. The Parties have actively engaged in discussions regarding their claims with the
12 intent to help bring this matter to a resolution. The parties have agreed to terms to resolve Fannie
13 Mae's request for Injunctive Relief as set forth below.

14 4. Fannie Mae agrees to allow Defendants to remain on the Property and in possession
15 of the Mobile Homes during the life of this agreement pending further Order of the Court.

16 5. In exchange, Defendants hereby agree to the following:

17 a) Defendants shall tender \$800 per month as adequate protection payments to
18 Fannie Mae c/o its undersigned counsel. This payment shall not be deemed rent and the parties
19 agree that nothing in this agreement shall be construed as creating a landlord-tenant relationship
20 between the Parties.

21 b) Defendants agree they shall not destroy, damage, or impair the Property,
22 including the Mobile Homes, or allow the Property and/or Mobile Homes to deteriorate or commit
23 waste on the Property and/or Mobile Homes. Defendants shall promptly repair the Property and
24 Mobile Homes if damaged to avoid further deterioration or damage. Fannie Mae reserves the right
25 to disburse proceeds for repairs and/or to restore the Property or Mobile Homes.

26 c) Defendants agree they shall pay all tax bills for the Property and/or Mobile
27 Homes and provide proof of such payment to Fannie Mae upon request.



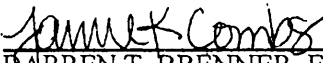

28 ...

d) Defendants agree they shall not lease any portion of the Property and/or Mobile Homes during the life of this agreement until further order of the Court.

e) Defendants agree they shall not encumber the Property and/or Mobile Homes or cause the Property and/or Mobile Homes to be encumbered by any lien or encumbrance.

6. The Parties agree that upon breach of any of Defendants obligations set forth herein, as solely determined by Fannie Mae, Fannie Mae may serve notice upon Defendants' counsel and Defendants shall be afforded 10 days to remedy the breach to Fannie Mae's satisfaction. Failure to remedy the breach shall result in a termination of this agreement without need for further filing or notice by Fannie Mae, and Fannie Mae shall be entitled to all of its rights and remedies at law.

7. The Parties further agree the terms of this agreement shall be not be relevant or potentially dispositive to the disposition of remaining claims in this matter.

<p> PATRICIA ANTHONY Date: <u>June 5, 2018</u></p>	<p> WILLIAM ANTHONY Date: <u>6-5-18</u></p>
<p>Respectfully submitted by:</p> <p>AKERMAN LLP</p> <p> DARREN T. BRENNER, ESQ. Nevada Bar No. 8386 JAMIE K. COMBS, ESQ. Nevada Bar No. 13088 1635 Village Center Circle, Suite 200 Las Vegas, Nevada 89134</p> <p>Attorneys for Plaintiff/Counter-Defendant Federal National Mortgage Association</p>	<p>Respectfully submitted by:</p> <p> MICHAEL LEHNERT, ESQ. Nevada State Bar No.: 3331 429 Marsh Avenue Reno, NV 89509</p> <p>Attorneys for Defendants/Counterclaimants Patricia and William Anthony</p>

1635 VILLAGE CENTER CIRCLE, SUITE 200
LAS VEGAS, NEVADA 89134
TEL.: (702) 634-5000 - FAX: (702) 380-8572

TEL.: (02) 034-3000 - FAX: (02) 380-8572

AFFIRMATION

Pursuant to NRS 239B.030

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

DATED: June 11, 2018

AKERMAN LLP

/s/ Jamie K. Combs

DARREN T. BRENNER, ESQ.

Nevada Bar No. 8386

JAMIE K. COMBS, ESQ.

Nevada Bar No. 13088

1160 Town Center Drive, Suite 330

Las Vegas, Nevada 89144

Attorneys for Federal National Mortgage Association

INDEX OF EXHIBITS

1	Order Regarding Injunctive Relief	2 pgs
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Jacqueline Bryant
Clerk of the Court
Transaction # 6723585 : japartid

EXHIBIT 1

EXHIBIT 1

DARREN T. BRENNER, ESQ.

Nevada Bar No. 8386

JAMIE K. COMBS, ESQ.

Nevada Bar No. 13088

AKERMAN LLP

1635 Village Center Circle, Suite 200

Las Vegas, Nevada 89134

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Email: darren.brenner@akerman.com

Email: jamie.combs@akerman.com

Attorney for Defendant Federal National Mortgage Association

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

FEDERAL NATIONAL MORTGAGE ASSOCIATION,

Plaintiff,

v.

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

Defendants

PATRICIA ANTHONY, WILLIAM ANTHONY,

Counterclaimant,

v.

FEDERAL NATIONAL MORTGAGE ASSOCIATION,

Counterdefendant.

Case No.: Case No. CV17-00843

Dept. No.: No. 8

ORDER APPROVING STIPULATION RE: INJUNCTIVE RELIEF

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THIS MATTER having come before the court by Stipulation of the parties herein, having reviewed the stipulation and good cause appearing,

IT IS HEREBY ORDERED that the Stipulation is approved and the terms and conditions contained in the Stipulation are incorporated herein.

DATED this _____ day of _____ 2018,

DISTRICT COURT JUDGE

Submitted by:

AKERMAN LLP

/s/ Jamie K. Combs

DARREN T. BRENNER, ESQ.

Nevada Bar No. 8386

JAMIE K. COMBS, ESQ.

Nevada Bar No. 13088

1635 Village Center Circle, Suite 200

Las Vegas, Nevada 89134

Attorneys for Federal National Mortgage Association

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AFFIRMATION

Pursuant to NRS 239B.030

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

DATED: June 11, 2018

AKERMAN LLP

/s/ Jamie K. Combs

DARREN T. BRENNER, ESQ.

Nevada Bar No. 8386

JAMIE K. COMBS, ESQ.

Nevada Bar No. 13088

1160 Town Center Drive, Suite 330

Las Vegas, Nevada 89144

Attorneys for Federal National Mortgage Association

DOCUMENT "9"

DOCUMENT "9"

1 DARREN T. BRENNER, ESQ.
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2 JAMIE K. COMBS, ESQ.
Nevada Bar No. 13088
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6 Email: jamie.combs@akerman.com

7 *Attorney for Defendant Federal National Mortgage*
8 *Association*

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

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

11 **FEDERAL NATIONAL MORTGAGE**
12 **ASSOCIATION,**

13 Plaintiff,

14 v.

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

17 Defendants

18 **PATRICIA ANTHONY, WILLIAM**
19 **ANTHONY,**

20 Counterclaimant,

21 v.

22 **FEDERAL NATIONAL MORTGAGE**
23 **ASSOCIATION,**

24 Counterdefendant.

Case No.: Case No. CV17-00843
Dept. No.: No. 8

**ORDER APPROVING STIPULATION RE:
INJUNCTIVE RELIEF**

1 THIS MATTER having come before the court by Stipulation of the parties herein, having
2 reviewed the stipulation and good cause appearing,

3 IT IS HEREBY ORDERED that the Stipulation is approved and the terms and conditions
4 contained in the Stipulation are incorporated herein.

5 DATED this 25 day of July 2018,

6
7 
8 DISTRICT COURT JUDGE

9 Submitted by:

10 AKERMAN LLP

11 /s/ Jamie K. Combs

12 DARREN T. BRENNER, ESQ.

13 Nevada Bar No. 8386

14 JAMIE K. COMBS, ESQ.

15 Nevada Bar No. 13088

16 1635 Village Center Circle, Suite 200

17 Las Vegas, Nevada 89134

18 *Attorneys for Federal National Mortgage Association*
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AKERMAN LLP

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AFFIRMATION

Pursuant to NRS 239B.030

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

DATED: June 11, 2018

AKERMAN LLP

/s/ Jamie K. Combs

DARREN T. BRENNER, ESQ.

Nevada Bar No. 8386

JAMIE K. COMBS, ESQ.

Nevada Bar No. 13088

1160 Town Center Drive, Suite 330

Las Vegas, Nevada 89144

Attorneys for Federal National Mortgage Association

DOCUMENT "10"

DOCUMENT "10"

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 FEDERAL NATIONAL MORTGAGE
13 ASSOCIATION,
14 Plaintiff,

Case No. CV17-00843

Dept. No. 8

15 vs.

DEFENDANTS' MOTION FOR PARTIAL
SUMMARY JUDGMENT

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

18 Defendants.

19 PATRICIA ANTHONY, WILLIAM
20 ANTHONY

21 Counterclaimant

22 vs.

23 FEDERAL NATIONAL MORTGAGE
24 ASSOCIATION

25 Counterdefendant
26 /

27 Defendants Patricia Anthony and William Anthony (Anthony) file the following motion
28 for partial summary judgment.

I. Relief Requested

This case involves competing claims. In 2002 Anthony executed a note and deed of trust in favor of Capitol Commerce Mortgage Co. It encumbered the real property located at 3705 Anthony Place, Sun Valley, Nevada, and all improvements now or hereafter erected on the property.

1 When the loan was made, Anthony owned a 1996 FUQUA Eagle Mobile Home with
2 serial number 15233AC (Herein FUQUA).

3 Anthony defaulted on the loan, and on April 23, 2012 a trustee's sale was held. Fannie
4 Mae acquired the real property by placing a credit bid of \$245,677.85.

5 In November of 2015 Fannie Mae applied to have the FUQUA title issued in its name.
6 After the title was issued, Fannie Mae converted the FUQUA to real property, thereby
7 transferring the personal property to itself.

8 Anthony believes this violates Article Nine of the Uniform Commercial Code. Why?
9 Because Fannie Mae never had a security interest in the FUQUA. It was personal property. As
10 titled property, it cannot be an improvement any more than a Porsche parked on the property can
11 be. By foreclosing on personal property in which Fannie Mae held no security interest, it
12 violated Section Six of Article Nine. Section 625 of Article Nine allows recovery of the greater
13 of actual damages or statutory damages equal to 10% of the amount financed plus all interest
14 that would have been earned over the life of the loan.

15 Fannie Mae does own the underlying real property. It is entitled to recover the fair rental
16 value of the land after the foreclosure and up to the date Anthony began making \$800.00
17 monthly payments. Anthony is entitled to offset the value of both the land and its use against its
18 statutory damages.

19 For that reason, Anthony is seeking partial summary judgment as to the liability of
20 Fannie Mae for violating Section Six of Article Nine and the amount of statutory damages.

21 **II. Statement of Undisputed Facts**

22 Anthony believes the following facts are not in dispute:

- 23 1. Anthony defaulted on the note and deed of trust, and may not challenge the validity
24 of the foreclosure sale as to the real property only.
- 25 2. For the purposes of this motion only, Anthony will concede that they believed the
26 loan included the FUQUA as personal property collateral.

1 3. A true and correct copy of the note and deed of trust in question has been attached
2 as Exhibit "1".

3 4. On or about March 29, 2012 the foreclosure trustee executed a notice of Trustee's
4 sale, Washoe County Recorder No. 4098315. A true and correct copy of that
5 notice of sale is attached as Exhibit "2".

6 5. On or about April 23, 2012 a trustee's sale was held. Fannie Mae acquired the real
7 property by placing a credit bid of \$245,677.85.

8 6. On or about April 24, 2012 a trustee's deed upon sale was issued by Recontrust
9 Company in favor of Fannie Mae.

10 7. Sometime prior to July 27, 2018 Anthony served a subpoena upon the Department
11 of Manufactured Housing with respect to all records regarding a 1996 FUQUA
12 Eagle Mobile Home with serial number 15233AC. A true and correct copy of those
13 records are attached as Exhibit "3", and they are Bate Stamped for reference.

14 8. All factual matters contained in Exhibit "3" are undisputed.

15 **III. Legal Standard**

16 Summary judgment may be granted if there are no genuine issues of material fact and the
17 moving party is entitled to judgment as a matter of law. NRCP 56. Evidence is to be viewed in
18 the light most favorable to the non-moving party. *Wood v. Safeway, Inc.*, 121 Nev. 724, 729,
19 121 P.3d 1026, 1029 (2005); *Far Out Productions. v. Oskar*, 247 F.3d 986, 992 (9th Cir.
20 1997).

21 A fact issue is "genuine" only if there is sufficient evidence for a reasonable fact finder
22 to find in favor of the non-moving party. A fact is "material" if it might affect the outcome of the
23 case. *Far Out Productions.*, 247 F.3d at 992. See, also, *Anderson v. Liberty Lobby*, 477 U.S.
24 242, 248-49, 91 L.Ed. 2d 202, 106 S.Ct. 2505 (1986).

25 The party moving for summary judgment bears the initial burden of production to show
26 the absence of a genuine issue of material fact. *Cuzze v. University and Community College*
27 *System of Nevada*, 172 P.3d 123, 131 Nev. 598, 603 (Nev. 2007). If such a showing is made,
28

1 then the party opposing summary judgment must assume the burden of production to show the
2 existence of a genuine issue of material fact. *Id.* The nonmoving party may not defeat a motion
3 for summary judgment by relying on its pleadings, or the gossamer threads of whimsy,
4 speculation and conjecture. *Liberty Lobby*, 477 U.S. at 247-48, 106 S.Ct. 2505. The party
5 opposing a summary judgment motion must, by affidavit or other admissible evidence, set forth
6 specific facts demonstrating the existence of a genuine factual issue. *Pegasus v. Reno*
7 *Newspapers, Inc.*, 118 Nev. 706, 713-14, 57 P.3d 82, 87 (2002).

8 **IV. Argument**

9 **1. INTRODUCTION**

10 Anthony has occupied the property since foreclosure. Fannie Mae either repossessed
11 personal property collateral it had no security interest in, or it had a security interest and failed to
12 send a proper notice of sale before selling it to itself when it joined it to the real property.

13 Statutory damages are somewhat harsh. As will be discussed below, 10% of the original
14 note plus all interest over the life of the loan is \$307,654.00. Why should someone obtain this
15 type of recovery when it occupied the land since foreclosure?

16 The answer is the tremendous power a secured creditor has.

17 A security agreement allows a creditor to take personal property without police
18 intervention. It is the only situation in civil law where one can take property of another without
19 first obtaining a court order.

20 If, for example, a client were to owe me \$10,000 in fees, I would have to sue, obtain a
21 judgment and then have the sheriff serve an execution before I can attach property for my debt.
22 If I were to simply wait until the bill is past due and take the client's car out of his driveway
23 with a towtruck and sell it to pay myself, I would be in jail and probably lose my license to
24 practice. Yet, this is exactly what a secured creditor can do - legally.

25 With this privilege comes responsibility. The right to repossess collateral has limits.
26 These limits are ingrained throughout Section Six of Article Nine. They all deal with commercial
27 reasonableness. Failure to follow the rules on commercial reasonableness will result in harsh
28

1 sanctions, even if the defaulting debtor has suffered no damages. When our Legislature adopted
2 the statutory damage formula, it was aware of the abuses that could happen if creditor conduct is
3 not constrained. The rule is there to insure strict compliance with maximizing the money from a
4 repossession sale and fairness with allowing the debtor to monitor the sale and the exercise of
5 legal rights.

6 The sole legal issue to be resolved in this case is whether or not Anthony is entitled to
7 statutory damages for violations of Section Six of UCC-9. This, in turn, can be broken into two
8 sub-categories. Either Fannie Mae had a security interest in the FUQUA or it held no security
9 interest in the FUQUA. Each issue will be addressed in turn.

10 2. IF FANNIE MAE HAD AN PERSONAL PROPERTY SECURITY
11 INTEREST IN THE FUQUA

12 The FUQUA is a consumer good. It is used as the Anthony's home. It is not rented or
13 used for any commercial purpose. NRS 104.614 governs the notice of sale that must be used in
14 a consumer-goods transaction:

- 15 1. A notification of disposition must provide the following information:
- 16 (a) The information specified in subsection 1 of NRS 104.9613;
 - 17 (b) A description of any liability for a deficiency of the person to which
18 the notification is sent;
 - 19 (c) A telephone number from which the amount that must be paid to the
20 secured party to redeem the collateral under NRS 104.9623 is
21 available; and
 - 22 (d) A telephone number or mailing address from which additional
23 information concerning the disposition and the obligation secured is
24 available.

25 Subsection 1 of NRS 9613 contains five additional requirements to be included in a
26 notice of sale:

- 27 1. The contents of a notification of disposition are sufficient if the notification:
- 28 (a) Describes the debtor and the secured party;
 - (b) Describes the collateral that is the subject of the intended
disposition;
 - (c) States the method of intended disposition;

- 1 (d) States that the debtor is entitled to an accounting of the unpaid
2 indebtedness and states the charge, if any, for an accounting; and
3 (e) States the time and place of a public disposition or the time after
4 which any other disposition is to be made.

5 Exhibit "2" is the notice of sale. With respect to NRS 104.614, it is defective in the
6 following respects:

- 7 1. It fails to identify the FUQUA as collateral;
8 2. It fails to inform Anthony of their right to an accounting.
9 3. It fails to give a description of any liability for a deficiency of the person to
10 which the notification is sent

11 UCC Article 9 is the fundamental law regulating security interests and repossession of
12 personal property. Article 9 offers a framework for determining whether a creditor has a valid
13 security interest, when and how it can repossess and dispose of collateral, and the rights of
14 creditor and debtor after collateral's disposition. When a party enforces its remedies under
15 section Six of Article 9, but fails to comply with its requirements, NRS 104.9625(2) spells out
16 the consequences.

17 Subject to subsections 3, 4 and 6, a person is liable for damages in the amount
18 of any loss caused by a failure to comply with this article. Loss caused by a
19 failure to comply may include loss resulting from the debtor's inability to
20 obtain, or increased costs of, alternative financing.

21 It is very important to note that the compliance failure references this article, which is
22 Section Six. Thus, any violation of any section of Section Six triggers the damages.

23 Article Nine was amended in 2001. The current Section Six used to be Section Five.
24 Case law confirms the statutory damages are designed to address any violation of Section Six.
25 See *Jacobs v. Healey Ford-Subaru, Inc.*, 231 Conn. 707, 724, 652 A.2d 496, 505 (1995)
26 which noted:

27 The penalty evinces a strong policy by the UCC drafters and our Legislature
28 that the best protection for consumers is creditor compliance with all of the
default provisions of part 5. A flat penalty for noncompliance is the means
chosen by the framers of the UCC and our Legislature to ensure that creditors
take careful steps to comply with those default provisions.

1 The damages available for any violation of Section Six are the greater of actual damages
2 or the statutory formula set forth in NRS 104.9625(3)(b) which provides:

3 "If the collateral is consumer goods, a person that was a debtor or a secondary
4 obligor at the time a secured party failed to comply with this part may recover
5 for that failure in any event an amount not less than the credit service charge
plus 10 percent of the principal amount of the obligation or the time-price
differential plus 10 percent of the cash price."

6 The credit service charge is the interest that accrues over the life of the loan and the
7 principal amount means the original debt without any additions for interest or deductions for
8 payments made. *Knights of Columbus Credit Union v. Stock*, 814 S.W.2d 427, 432 (Tex.
9 App. 1991), writ denied (Dec. 4, 1991), citing 9 W. Hawkland, R. Lord, & C. Lewis,
10 Uniform Commercial Code Series §9-507:06, at 647-48 (1986).

11 A copy of the note is attached as Exhibit "2". It is in the principal amount of
12 \$214,400.00. It bears interest at 6.75%. Its term is 360 months. Ten percent of the principal is
13 \$21,440.00. According to my amortization program, \$214,400.00 would yield total interest of
14 \$286,214.00 over 30 years. Anthony's statutory damages pursuant to NRS 104.9625(3)(b) is
15 \$307,654.00.

16 With respect to notices of sale, non-compliance is not for a fact-finder to determine.
17 Rather, the issue is typically resolved through summary judgment. Accordingly, statutory
18 damages flow under the civil remedies provision of UCC 9-625. See, generally, *Muro v.*
19 *Hermanos Auto Wholesalers, Inc.*, 514 F. Supp.2d 1343, 1352 (S.D. Fla. 2007) [subject
20 notice of sale failed to contain information required under Fla. Stat. §679.614(1)(c) through
21 (e); "[s]ince Defendant's notification lacks some of required elements [of §679.614] it fails as a
22 matter of law and Plaintiff is entitled to statutory damages"].

23 The statute of limitation on UCC 9 violations is 3 years. See NRS 11.190(3)(a), which
24 sets a three year limit for an action upon a liability created by statute, other than a penalty or
25 forfeiture.

26 The notice of sale was issued in 2012. Fannie Mae's complaint was filed in 2017. The
27 statute had run at the time it was filed. However, that does not mean Anthony is without a
28

1 remedy. Fannie Mae is suing to recover the underlying real property plus the fair value of the
2 rent while they lived there since the foreclosure.

3 When a statute has passed on affirmative recovery of statutory damages, then those time
4 barred damages can be asserted as offset or recoupment. See *Coxson v. Commonwealth*
5 *Mortgage Company* 43 F.3d 189, 194 (5th Cir. 1995) holding that time barred Truth in Lending
6 Claims could be asserted defensively against secured creditor. Therefore, if the value of the real
7 property is \$100,000.00, then Anthony can use \$100,000.00 of their statutory damages as
8 offset for Fannie Mae's claim. This would result in their ability to regain title to the real
9 property.

10 3. IF FANNIE MAE HAD NO PERSONAL PROPERTY SECURITY
11 INTEREST IN THE FUQUA

12 Anthony believes Fannie Mae had no security interest in the FUQUA. Simply put, the
13 deed of trust fails to comply with NRS 104.9203(2)(c)(1). With respect to tangible goods, the
14 statute requires a description of the collateral to be included in the written security agreement.
15 The deed of trust contains no such description of the FUQUA.

16 The argument that the mobile home is an "improvement" is a bad one. Mobile homes are
17 mobile. Unlike a stick built house, they can be taken away to a new location. To call the
18 FUQUA an improvement so the security interest attaches is akin to Anthony parking an
19 expensive car on the property and having the lien attach to the vehicle.

20 Since Fannie Mae never had a security interest in the FUQUA, it violated NRS
21 104.619(1) by filing a false transfer statement. The statute requires an authenticated record
22 stating the secured party has exercised its postdefault remedies with respect to the collateral. i.e.
23 those remedies under Section Six of Article Nine.

24 While the filing of a transfer statement is not, in and of itself, a disposition of property,
25 Fannie Mae did dispose of the property. The transfer statement was the tool that allowed Fannie
26 Mae to title the personal property in its own name. Once done, it needed to file a notice of sale
27 of personal property pursuant to NRS 104.9613 and 104.9614. It did not do this. Instead, it
28 applied to convert the personal property into real property, which Fannie Mae already owned.

1 For that reason, the disposition took place when the FUQUA was converted to real property. It
2 is the equivalent of a sale to itself.

3 Fannie Mae never exercised any postdefault remedies with respect to the collateral.
4 Filing a false transfer statement is a violation of Section Six of Article Nine, which triggers the
5 statutory damages in NRS 104.9625(3)(b).

6 As this happened within three years of suit being filed, these statutory damages are not
7 time barred.

8 **V. Conclusion**

9 The statutory damages available under Article Nine insure creditors comply with the
10 commercial reasonableness standards or suffer the consequences. It is a remedy at law,
11 designed to deter creditor misconduct as has happened in this case. If there is any violation of
12 Section Six of Article Nine, the damages are mandatory. There is no discretion. It is not an
13 equitable remedy, so unclean hands defenses do not apply.

14 Either Fannie Mae had a security interest in the mobile home or it didn't. If it did, then
15 the notice of sale is defective and Anthony is entitled to equitable recoupment on the time barred
16 damages. If it did not have a security interest, then the damages are not time barred. Either way,
17 it is a remedy Anthony is entitled to. It is a remedy that can be offset against the value of Fannie
18 Mae's remedy. This remedy should not be ignored based upon continued occupation of the
19 mobile home. Rather, the rental value for that period of time should be offset against the
20 statutory damages.

21 **Affirmation**

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

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

25 Dated: This 19 day of April, 2019

26 By: _____

27 Michael Lehnert, Esq.
28 429 Marsh Ave.
Reno, Nevada 89509
Nevada Bar Number 003331

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Jamie Combs, Esq.
Akerman, LLP
1635 Village Center Circle
Suite 200
Las Vegas, NV 89134

28

Exhibit List

- | | |
|-----------|--|
| Exhibit 1 | Anthony Note and Deed of Trust |
| Exhibit 2 | Notice of Sale |
| Exhibit 3 | Documents produced under subpoena by the
Department of Manufactured Housing |

Exhibit 1

FILED
Electronically
CV17-00843
2019-04-19 03:26:54 PM
Jacqueline Bryant
Clerk of the Court
Transaction # 7229568 : yvitoria

Exhibit 1

Note

NOTE

MIN #: 1000327-0000222270-0

JUNE 21, 2002

(Date)

RENO, NEVADA

(City)

(State)

3705 ANTHONY PLACE
SUN VALLEY, NV 89433

(Property Address)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 224,400.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is CAPITAL COMMERCIAL MORTGAGE CO., A CALIFORNIA CORPORATION. I will make all payments under this Note in the form of cash, check or money order. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 6.750%. The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month. I will make my monthly payment on the 1st day of each month beginning on AUGUST 1, 2002. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on JULY 1, 2032, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 7921 KINGSWOOD DR., SUITE A4
CITRUS HEIGHTS, CA 95610

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

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 1,390.59

4. BORROWER'S RIGHT TO PREPAY

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

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayments to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no change in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

12591 35747 C10-FF
MULTISTATE FIXED RATE NOTE - Single Family - Fixed-Rate/Prepaid Mnt UNIFORM INSTRUMENT
DRAWN BY: C.V.L. FIX. NOTE 1.WVF (01/10/03) UNIFORM INSTRUMENT

LOAN NO: 222270
Serial 3200 1/01
(Page 1 of 2 pages)

5. LOAN CHARGES

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

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

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

(B) Default

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

(C) Notice of Default

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

(D) No Waiver by Note Holder

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

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

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

7. GIVING OF NOTICES

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

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

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

9. WAIVERS

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

10. UNIFORM SECURED NOTE

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

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

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

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

William M. Anthony (Seal)
WILLIAM M. ANTHONY - Borrower

Patricia S. Anthony (Seal)
PATRICIA S. ANTHONY - Borrower

____ (Seal)
____ - Borrower

____ (Seal)
____ - Borrower

____ (Seal)
____ - Borrower

____ (Seal)
____ - Borrower

(Sign Original Only)

MINI/ 1000327-090022270-9

12501 38747 C30-FF
MULTISTATE FIXED RATE NOTE - Single Family - Pseudo Mini-Purchase Plan UNIFORM INSTRUMENT
UNIFORM NOTE, VPP (0101003NOTES-CVLAAXIN3240,FIN)

LCM NO: 222278
Form 3301 (1/01)
page 3 of 3 pages

Deed of Trust

021703059

Anthony / Capitol Commerce

Assessor's Parcel Number:
026-021-56

Return To:
CAPITOL COMMERCE MORTGAGE CO.
P O BOX 276477
SACRAMENTO, CA 95827-6477

Prepared By:

CY 20305699

CHL



---SANTO, CA 95827-6477

(Space Above This Line For Recording Data)

Loan No: 222278

DEED OF TRUST

MIN: 1000327-0000222278-9

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated JUNE 21, 2002 together with all Riders to this document.

(D) "Borrower" is WILLIAM M. ANTHONY and PATRICIA S. ANTHONY, HUSBAND & WIFE

Borrower is the issuer under this Security instrument.

(C) "Lender" is CAPITOL COMMERCE MORTGAGE CO., A CALIFORNIA CORPORATION

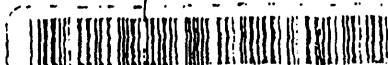
Lender is a COMPANY organized and existing under the laws of CALIFORNIA
Lender's address is 3600 AMERICAN RIVER DRIVE SUITE 150, SACRAMENTO, CA 95864

(D) "Trustee" is C.C.M.C. CO., a CALIFORNIA CORPORATION, a CALIFORNIA CORPORATION

NEVADA - Single family - Female Mae/Freddie Mae UNIFORM INSTRUMENT with MERS
DRAW.MPKS.NV.CVL.DT.L.WF (000000CSW08P0SVLWV MAE.CVL)

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(12) "MBRS" is Mortgage Electronic Registration Systems, Inc. MBRS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MBRS is the beneficiary under this Security Instrument. MBRS is organized and existing under the laws of Delaware, and has an address and telephone number of P. O. Box 2026, Flint, Michigan 48301-2026, tel. (888) 679-MBRS.

(A) "Note" means the promissory note signed by Borrower and dated JUNE 21, 2002

The Note states that Borrower owes Lender

TWO HUNDRED FOURTEEN THOUSAND FOUR HUNDRED and NO/100---- Dollars
(U.S. \$ 214,400.00) plus interest. Borrower has promised to pay this debt in regular Periodic
Payments and to pay the debt in full not later than JULY 1, 2032 .

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

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

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

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

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

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

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

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

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

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

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

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the loan does not qualify as a "federally related mortgage loan" under RESPA.

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

12591 35748 C30-FF

MEYADA-Simpk. Family-Female blue/Freebie. Mnt. UNIFORM INSTRUMENT with MURS
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LOWY NO: 222270

התאריך: 2023

Page 2 of 11 pages



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TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan; and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of WASHOE:

(Type of Recording Jurisdiction) (Name of Recording Jurisdiction)
 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. 1097855.
 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.

which currently has the address of 3705 ANTHONY PLACE (Street),
 SUN VALLEY City, Nevada 89433 (Zip Code) ("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentally, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any right hereunder or prejudice to its right to refuse such payment or partial payments in the future, but Lender is

12592 35748 C30-PF

NEVADA-Single Party--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT with MERIS
 DRAWN BY: NV.CVL.DT.J.WFF (010100SDHEDSVCV.LNV.MERIS.CVL)

LOAN NO: 232270

Form 302 1/01

page 1 of 1



2703700
 06/26/2002
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not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

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

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

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

3. Funds for Borrower Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can obtain priority over this Security Instrument as a lien or encumbrance on the Property; (b) household payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 5. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in each amount, that are then required under this Section 3.

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

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NEVADA - Single Family - Freddie Mac UNIFORM INSTRUMENT with MERS
DRAWN BY: MBS.NV.CVL.DT.A.WFF (0101)DCSDEDSVCV(MV_MERS.CV1)

LOAN NO: 222276

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

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

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

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

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

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts

22521 35740 CS0-WP
NEVADA--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT with MENDS
DRAWN BY: NV.CVL.DT.S.WP (010) DOCSIDEE03.CVL.WV.MENDS.CVL

LOAN NO: 222278

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disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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

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

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

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NB VADA--Single Family--County of Clark--Title Mkt UNIFORM INSTRUMENT with MERS
DRAWN BY MERS NV, CVL, DT, G, WFF (01) DOCS/DEEDS/CV/LNV_MBS/CVL

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

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

9. Protection of Lender's Interest in the Property and Rights Under the Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in the Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under the Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or for forfeiture, for enforcement of a lien which may have priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and may for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under the Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions may include, but are not limited to: (a) paying any sums secured by a lien which has priority over the Security Instrument; (b) upholding in court; and (c) paying reasonable attorney's fees to protect its interest in the Property and/or rights under the Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, enclosing the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

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

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

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NEVADA-STATE BAR-ELITE REAL ESTATE ATTORNEY WITH AGENCY
LAW, JAMES M. CIVIL, LAWYER (COMMERCIAL, CIVIL, REAL ESTATE)
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 06-01-2008

Mortgage Insurance Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance. Mortgage Insurance coverage shall not be a condition to the Loan. Borrower is not a party to the Mortgage Insurance. Those agreements may require the mortgage lender to make payments using any source of funds that the mortgage lender may have available (which may include funds obtained from mortgage insurance premiums). As a result of those agreements, Lender, any purchaser of the Note, mortgage insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be deemed to derive from) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage lender's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "equity participation." Further:

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

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

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

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

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

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acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

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

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

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

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

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

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

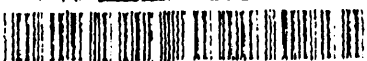
If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails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

19. **Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses

22552 35769 C30-PF
REV. 04-01 Single Family-First Mortgage Note UNIFORM INSTRUMENT with MERLS
OKAW.MERS.NY.CVL.DT.10.WPE (0101)DCRDNDSDNYLVN_MERS.CVL)

LDN NO: 222378

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in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentally or entity; or (d) Electronic Funds Transfer. Upon acceleration by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. **Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

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

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

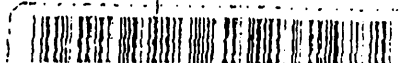
Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any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

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

12591 35750 C30-PP
NEVADA--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT with MERS
DRAWN BY: MERS, NY, CIVL DT. 11. WFF (010100CSUBSBSNY_VLVNY_MERL.CVL)

LOAN NO: 222270

Form 3029 1/01
page 11 of 11 pages



2763786
06/26/2006
11 of 17

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

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

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

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

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

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

25. Assumption Fee. If there is an assumption of this loan, Lender may charge an assumption fee of U.S. \$ Maximum Allowed By Law.

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

William M. Anthony (Seal)
WILLIAM M. ANTHONY -Borrower

Patricia S. Anthony (Seal)
PATRICIA S. ANTHONY -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

STATE OF NEVADA,

County ss. Washoe

This instrument was acknowledged before me on

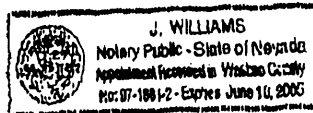
June 21st, 2002

, by

William M. Anthony and Patricia S. Anthony.

My Commission Expires:

J. Williams



6-16-05

WHEN RECORDED MAIL TO:

CAPITOL COMMERCE MORTGAGE CO.
P O BOX 276477
SACRAMENTO, CA 95827-6477

DOC # 2703700

08/20/2002 11:12A Fee:20.00
BK1

Requested By

STEWART TITLE OF NORTHERN NEVADA

Washoe County Recorder

Kathryn L. Burke - Recorder

Pg 18 of 13 RPT 0.00



12591 35750 C30-PT

NEVADA - Single Family - Freddie Mac UNIFORM INSTRUMENT with MARS
DRAW.MARS.NV.CVL.DT.13.WPF (010100CSIDHEDSCVLMV.MENS.CVL)

LOAN NO: 222278

Form 3022 1/01

(page 13 of 13 pages)

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

William M. Anthony (Seal)
WILLIAM M. ANTHONY -Borrower

Patricia S. Anthony (Seal)
PATRICIA S. ANTHONY -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

STATE OF NEVADA,

County ss. Washoe

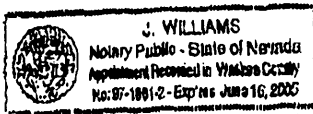
This instrument was acknowledged before me on

June 21st, 2002

, by

William M. Anthony and Patricia S. Anthony

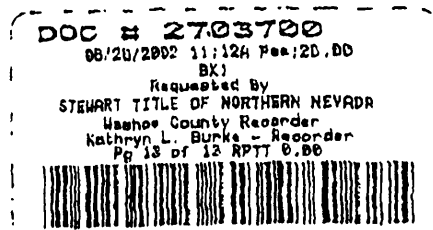
J. Williams
My Commission Expires: J. Williams



6-16-06

WHEN RECORDED MAIL TO:

CAPITOL COMMERCE MORTGAGE CO.
P O BOX 276477
SACRAMENTO, CA 95827-6477



12592 35750 C30-PP

LOAN NO: 322278

NEVADA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT with MEALS
DRAW.MURS.NV.CVL.D7.13.WPP (010100CSWHEBRCVIANV.MER.S.CVL)

Form 3029 1/01
Page 13 of 13 pages

FILED
Electronically
CV17-00843
2019-04-19 03:26:54 PM
Jacqueline Bryant
Clerk of the Court
Transaction # 7229568 : yvilorla

Exhibit 2

Exhibit 2

DOC #4098315

03/30/2012 12:38:11 PM

Electronic Recording Requested By
FIRST AMERICAN NATIONAL DEFAULT

Washoe County Recorder

Kathryn L. Burke - Recorder

Fee: \$15.00 RPTT: \$0

Page 1 of 2

WHEN RECORDED MAIL TO:
RECONTRUST COMPANY
2380 Performance Dr, TX2-984-0407
Richardson, TX 75082

TS No. 09-0129656

Title Order No. 4243586

APN No. 026-021-56

NEVADA NOTICE OF TRUSTEE'S SALE

YOU ARE IN DEFAULT UNDER A DEED OF TRUST, DATED 06/21/2002. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

Notice is hereby given that RECONTRUST COMPANY, N.A., as duly appointed trustee pursuant to the Deed of Trust executed by WILLIAM M. ANTHONY AND PATRICIA S. ANTHONY, HUSBAND & WIFE, dated 06/21/2002 and recorded 06/26/2002, as Instrument No. 2703700, in Book , Page , of Official Records in the office of the County Recorder of WASHOE County, State of Nevada, will sell on 04/23/2012 at 11:00 AM, at the South Virginia Street entrance to the Washoe County Courthouse, 75 Court Street Reno, NV at public auction, to the highest bidder for cash (in the forms which are lawful tender in the United States, payable in full at time of sale), all right, title, and interest conveyed to and now held by it under said Deed of Trust, in the property situated in said County and State and as more fully described in the above referenced Deed of Trust. 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. The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein.

The total amount of the unpaid balance with interest thereon of the obligation secured by the property to be sold plus reasonable estimated costs, expenses and advances at the time of the initial publication of the Notice of Sale is \$249,255.98. It is possible that at the time of sale the opening bid may be less than the total indebtedness due.

In addition to cash, the Trustee will accept cashier's checks drawn on a state or national bank, a check drawn by a state or federal credit union, or a check drawn by a state or federal savings and loan association, savings association, or savings bank specified in Section 5102 of the Financial Code and authorized to do business in this state. In the event tender other than cash is accepted, the Trustee may withhold the issuance of the Trustee's Deed until funds become available to the payee or endorsee as a matter of right. Said sale will be made, in an "AS IS" condition, but without covenant or warranty, express or implied, regarding title, possession or encumbrances, to satisfy the indebtedness secured by said Deed of Trust, advances thereunder, with interest as provided therein, and the unpaid principal of the Note secured by said Deed of Trust with interest thereon as provided in said Note, plus fees, charges and expenses of the Trustee and of the trusts created by said Deed of Trust.

Exhibit 3

FILED
Electronically
CV17-00843
2019-04-19 03:26:54 PM
Jacqueline Bryant
Clerk of the Court
Transaction # 7229568 : yvilorla

Exhibit 3

EXHIBIT 2

AFFIDAVIT RE CERTIFICATION OF AUTHENTICITY OF RECORDS

I hereby declare under the penalty of perjury that the following statements are true to the best of my knowledge and belief:

1. That I am the duly authorized Custodian of Records in the employ of the Division of Housing, Manufactured Housing.

2. The accompanying records are the original and complete records or an exact copy thereof of all the original records regarding the *title search and title documents pertaining to a 1996 FUQUA Eagle Mobile Home with Serial Number 15233AC*, which records are kept in the regular course and scope of my business, or my employer's business, and constitute ALL of the records as requested;

3. The entries contained in these original records were made by persons having actual knowledge thereof immediately or soon after the happening of the events or incidents which they purport to depict.

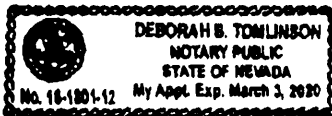
Dated this 27th day of July, 2018.

By:

Diane O'Connor
Diane O'Connor, Program Officer III,
Division of Housing Manufactured Housing
Phone: 775.684.2948

STATE OF NEVADA }
 } ss:
CARSON CITY }

This instrument was acknowledged before me on 7/27/18 by Diane O'Connor as Program Officer III of Division of Housing, Manufactured Housing, on behalf of whom instrument was executed.



Deborah S. Tomlinson

Deborah S. Tomlinson
Notary Public

My Commission Expires: March 3, 2020

MANUFACTURED HOUSE TITLE SEARCH

Title Number: **B0294000** Issued: **10/18/2012** Expired: **11/23/2015** Status: **Expired**
Serial Number: **15233AC** Reason: **1 - Transfer of Ownership**

Manufacturer: **FUQUA**

Trade Name/Model:

Year: **1996** Type: **Multi Wide**

Size: **38ft. 6in. x 66ft. 8in. New Sale**

Owners

**ANTHONY, WILLIAM MICHAEL OR
ANTHONY, PATRICIA SANBURN**

Physical Location

3705 ANTHONY PL, SUN VALLEY, NV 89433

Lienholder

Document Mailed To

**WILLIAM OR PATRICIA ANTHONY
3705 ANTHONY PL, SUN VALLEY, NV 89433**

Cost of Structure: **129275** Cost of Accessories / Materials: **\$6600** Sales Tax: **\$5623**

Lien Date Lien Removed Notice of Opposition Filed Notice of Sale

002

MANUFACTURED HOUSING DIVISION

B-0330675

Certificate of Ownership

WARNING

There may be outstanding liens against this structure which do not appear on the face of the certificate. Interested persons should contact the Division.

OWNERS:

FEDERAL NATIONAL MORTGAGE ASSOCIATION

ISSUE DATE: 11/23/2015

THIS CERTIFICATE IS EVIDENCE OF LEGAL OWNERSHIP OF THE STRUCTURE IT DESCRIBES.
THIS CERTIFICATE OF TITLE REMAINS IN FORCE AND EFFECT UNTIL ITS CANCELLATION.

WARNING

ENDORSEMENT REQUIRED BY COUNTY ASSESSOR WHERE MOBILE HOME IS SITUATED THAT ALL TAXES HAVE BEEN PAID BEFORE TITLE CAN BE TRANSFERRED.

Serial Nbr: 15233AC
Year: 1996 Mfg: FUQUA

Size: 38 ft. 6 in. x 66 ft. 8 in.

PULEO DELISE, PLLC
444 RT 111
SMITHTOWN NY 11787

SIGNATURE ASSESSOR OR DEPUTY ASSESSOR

THIS TITLE IS VOIDED IF THERE IS ANY ALTERATION OR IF COLORED BACKGROUND IS ABSENT

MANUFACTURED HOUSE TITLE SEARCH

Title Number: B0284000 Issued: 10/18/2012

Serial Number: 15233AC

Manufacturer: FUQUA

Trade Name/Model:

Year: 1996 Type: Multi Wide

Size: 38 ft 6 in. x 66 ft 8 in. New Sale

Owners

ANTHONY, WILLIAM MICHAEL OR

ANTHONY, PATRICIA SANBURN

Physical Location

3705 ANTHONY PL, SUN VALLEY, NV 89433

Lienholder

Document Mailed To

WILLIAM OR PATRICIA ANTHONY

3705 ANTHONY PL, SUN VALLEY, NV 89433

Cost of Structure: 129276 Cost of Accessories / Materials: \$6600 Sales Tax: \$5623

Lien Date Lien Removed Notice of Opposition Filed Notice of Sale

BRIAN SANDOVAL
Governor

STATE OF NEVADA



BRUCE BRESLOW
Director

JIM DEPROSSE
Administrator

Department of Business & Industry
MANUFACTURED HOUSING DIVISION

REAL PROPERTY NOTICE

Date: 11/23/2015
Subject: MANUFACTURED/MOBILE HOME CONVERSION
Year: 1996
Make: FUQUA
Serial #: 15233AC
Owner: FEDERAL NATIONAL MORTGAGE ASSOCIATION
Lienholder:

The above manufactured/mobile home has been converted to real property on the division's records. This will serve as written verification from the Manufactured Housing Division to the assessor of WASHOE County that the conversion has been completed and that:

- ☒ This unit was not subject to a security interest.
- ☐ The previous holder of a security interest in this unit has released their interest.
- ☐ This division has no knowledge that the new holder of a security interest, as shown on the Affidavit, Conversion of Manufactured/Mobile Home to Real Property has consented to the conversion as the Affidavit form does not provide for that consent.
- ☐ The holder of a security interest as shown on the Real Property Notice is the same holder of a security interest previously shown on the Certificate of Ownership.

1830 E. College Pkwy. #120, Carson City, Nevada 89708 (775) 884-2940 Fax: (775) 884-2949
2501 E. Sahara Ave., Ste. 204, Las Vegas, Nevada 89104 (702) 486-4135 Fax: (702) 486-4309

005

RECEIVED
U.S. MAIL

NOV 19 2015

PULEO DELISLE, PLLC
ATTORNEYS AT LAW

NEVADA DIVISION
MANUFACTURED HOUSING 444 Route 111
CARSON CITY Smithtown, New York, 11787

Phone: 631-656-3654; FAX: 631-656-3655

November 18, 2015

Dept of Business and Industry
Manufactured Housing Division
1830 East College Parkway; Suite 120
Carson City, NV 89706

Re: 3705 Anthony Place
Sun Valley, NV
Our File #58-48416

Dear Sir/Madam:

We represent Federal National Mortgage Association with regard to converting the mobile home on the referenced property to real property. Towards that end, enclosed is the following:

1. Power of Attorney;
2. Affidavit, Application for Certificate of Ownership;
3. Application for Duplicate Ownership Certificate;
4. Copy of title search from your website;
5. Certified Copy of Affidavit of Conversion;
6. Copy of Trustee's Deed Upon Sale Nevada; and
7. Our check in the amount of \$80.00 for the transfer fee and conversion fee.

Please process the enclosed and forward proof of the conversion in the provided FedEx envelope.

If you have any questions, my direct line is 631-370-1135 and my email address is:
patricia.lunt@puleodelisle.com

Thank you for your assistance in this matter.

Very truly yours,
Puleo Delisle, PLLC

By: 
Patricia Lunt, Paralegal

Enclosures

006



STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY
MANUFACTURED HOUSING DIVISION
1830 E College Parkway Suite 120
Carson City, NV. 89706
775-684-2940 Fax 775-684-2949

RECEIVED
U.S. MAIL

NOV 19 2015

NEVADA DIVISION
MANUFACTURED HOUSING

APPLICATION FOR DUPLICATE OWNERSHIP CERTIFICATE

FILED
391.00
CL# 8920

1. Serial No. 15233AC Year: 1996 Manufacturer: FUQUA
Date Nevada Title issued: 10/18/2012 Trade Name: _____ Size: 32.6 x 66.8

2. REGISTERED OWNER:

LIENHOLDER:

Name: William and Patricia Anthony Name: Federal National Mortgage Association

Address: 3706 Anthony Place Address: c/o Pulse Delists, PLLC, 444 Route 111

Sun Valley NV 89433 Smithtown NY 11787
City State Zip Code City State Zip Code

3. I certify that I am the legal owner of this structure and that the original Ownership Certificate has been: ☒ Lost, ☐ Stolen, ☐ Destroyed

By Bank of America, N.A. (BANA), Attorney-In-Fact
Federal National Mortgage Association

By: Stalia M. Soto 9/16/15

Signature of Registered/Legal Owner

Stalia M. Soto Lopez
Assistant Vice President (AUP)
Print Name and Title Below Line

State of Pennsylvania County of Allegheny

Subscribed and sworn to before me, Yulonda Marie Smith a Notary
(Notary Public name)

Public, this 16 day of September, 2015 by Stalia M. Soto Lopez, AUP & BANA
(name of person appearing before Notary)

N/A

Yulonda Marie Smith
Notary Public Signature

stamp or seal:

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL
YULONDA MARIE SMITH, NOTARY PUBLIC
CITY OF PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES FEB. 10, 2019

Sent by: _____ Date sent: _____

Address: _____
City State Zip Code

NRS 489 makes it a gross misdemeanor to furnish false information to the Division regarding any security interest or to falsify any document or application to obtain a Certificate of Ownership.

(2014 Revised)

007

DOC #4106420

04/26/2012 09:32:33 AM

Electronic Recording Requested by
DOCUMENT PROCESSING SOLUTIONS
Washoe County Recorder

Kathryn L. Burke - Recorder

Fee: \$16.00 RPTT: \$0

Page 1 of 3

RECORDING REQUESTED BY:
RECONTRUST COMPANY, N.A.AND WHEN RECORDED MAIL TO:
Federal National Mortgage Association
C/O Recontrust Company
400 National Way
Sunnyvale, CA 94066

Forward The Statements to Address listed above

TS No. 00-0129684

Title Order No. 4243884

026-01-56

TRUSTEE'S DEED UPON SALE NEVADA

APN# 026-021-56

The amount of the unpaid debt was \$ 246,399.80

The amount paid by the Grantee was \$ 245,677.85

The property is in the city of SUN VALLEY, County of WASHOE

The documentary transfer tax is \$

The Grantee herein was the beneficiary.
RECONTRUST COMPANY, N.A., as the duly appointed Trustee, under a Deed of Trust referred tobelow, and herein called "Trustee", does hereby grant without severance or warranty to: FEDERAL
NATIONAL MORTGAGE ASSOCIATION herein called Grantee, the following described real property
situated in WASHOE County, Nevada:

SEE ATTACHED LEGAL DESCRIPTION

This conveyance is made pursuant to the powers conferred upon Trustee by the Deed of Trust executed by
WILLIAM M. ANTHONY AND PATRICIA S. ANTHONY, HUSBAND & WIFE, as Trustor, recorded
on 04/26/2012, Instrument Number 2703700 (or Book, Page) Official Records in the Office of the
County Recorder of WASHOE County. All requirements of law regarding the recording and mailing of
copies of the Notice of Default and Election to Sell, and the mailing, posting, and publication of the Notice
of Trustee's Sale have been complied with. Trustee, in compliance with said Notice of Trustee's Sale and
in exercise of its power under said Deed of Trust sold said real property at public auction on 04/23/2012.
Grantee, being highest bidder at said sale became the purchaser of said property for the amount bid, which
amount was \$ 245,677.85.

DATED: 4.24.12

RECONTRUST COMPANY, N.A., Successor Trustee

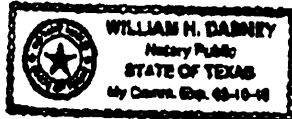
BY: Stephanie Y. King 4242
Stephanie Y. King AVP

State of: Texas)
County of: Tarrant)

On 4-24-12 before me William H. Darney, personally appeared
Stephanie Y. King AVP, known to me (or proved to me on the oath of
_____ or through _____) to be the person whose name is subscribed to the
foregoing instrument and acknowledged to me that he/she executed the same for the purposes and
consideration therein expressed.

Witness my hand and official seal.

William H. Darney
Notary Public's Signature



TS# 09-0129656
FUB# 1006.74804
LOAN TYPE: CONV

"EXHIBIT A"

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.

010

58-46416



STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY
MANUFACTURED HOUSING DIVISION
1830 E. College Pkwy Suite 120, Carson City, NV. 89706
Phone 775-684-2940; Fax 775-684-2949
mhd.nv.gov

RECEIVED
U.S. MAIL

NOV 19 2015

NEVADA DIVISION
MANUFACTURED HOUSING
CARSON CITY

State of Pennsylvania
County of Allegheny

AFFIDAVIT, APPLICATION
FOR CERTIFICATE OF OWNERSHIP

The undersigned, Federal National Mortgage Association

Mailing Address c/o Puleo Delsie, PLLC, 444 Route 111 City Smithtown State NY Zip 11787

upon oath states as part of this application to the Manufactured Housing Division, Department of Business and Industry, for the issuance of a Certificate of Ownership for the structure herein described as follows:

MAKE: FUQUA MODEL: Eagle Ridge
YEAR: 1996 SIZE: 38.6 x 66.8
SERIAL # 15233AC

That the said structure was obtained on or about the 24 of April, 2012
(Day) (Month) (Year)

from FORECLOSURE

(Name of Seller or Transferee)

Address _____ City _____ State _____ Zip _____

And that said structure has been in (my, our) possession since that time. At the time (I, we) acquired this structure, the Certificate of Ownership for this structure was not obtained or is not negotiable for the following reasons:

FORECLOSURE

That a Certificate of Ownership has been issued in the State of Nevada.

That said structure is located at: 3705 Anthony Place
(Physical location of home)

Sun Valley, Nevada 89433

(C i t y)
(S t a t e) (Z i p)

(I, We) further state that to (my, our) knowledge, the structure is free and clear of any liens, encumbrances, lawful claims and demands of any person whatsoever, and that the structure is not involved in any existing or pending litigation, except a lien in favor of

NONE

(NAME OF LIENHOLDER - IF NONE, STATE "NONE")

Lienholder Address _____

City _____ State _____ Zip _____

Lien is in the sum of \$ _____

PLEASE COMPLETE page 2

011

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U.S. MAIL

NOV 19 2015

STATE OF NEVADA DEPARTMENT OF BUSINESS & INDUSTRY
MANUFACTURED HOUSING DIVISION
AFFIDAVIT, APPLICATION FOR CERTIFICATE OF OWNERSHIP
Page 2 of 2

NEVADA DIVISION
MANUFACTURED HOUSING
CARSON CITY

That (I, we) have good right and lawful authority to request the Division to issue a Certificate of Ownership on said structure to:

NEW REGISTERED OWNER
(Please include verbiage i.e. "or", "and", "jointly")

NEW LIENHOLDER

Federal National Mortgage Association

NONE

Mailing Address: c/o Puleo Dellella, PLLC

Mailing Address: _____

444 Route 111, Smithtown, NY 11787

The statements and declarations herein contained are for the specific purpose of inducing said Division to issue a Certificate of Ownership; that (I, we) shall and will assume, fully pay, satisfy and discharge any and all liens, claims or encumbrances disclosed herein or any others that may be shown or proved to be upon or against said structure and indemnify and save harmless said Division and the State of Nevada on account of the issuance of said Certificate of Ownership on said structure as aforesaid.

(I, We) hereby certify under penalty of perjury that the foregoing is true and correct.

IN WITNESS WHEREOF, this instrument has been executed this 16 day of

September, 2015
(Month) (Year)

(Day)

By Bank of America, N.A., (BANA), Attorney-In-Fact, (AIF), for
Federal National Mortgage Association

By: Stalia M. Lopez

Print Name and Title Stalia M. Lopez, Assistant Vice President (AVP)

STATE OF Pennsylvania

COUNTY OF Allegheny

This instrument was acknowledged before me, Yulonda Marie Smith the undersigned

(Name of Notary Public)

Notary Public, on this 16 day of September, 20 15

by Stalia M. Lopez, AVP of BANA
(Name of Signer)

Yulonda Marie Smith

Notary Public Signature

stamp or seal:

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL
YULONDA MARIE SMITH, NOTARY PUBLIC
CITY OF PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES FEB. 10, 2019

****WARNING:** Endorsement required by county assessor where mobile home is situated that all taxes have been paid before title can be transferred.**

Angelina Phillips

Signature of County Assessor 10/13/2015 ID# 3218595

For Tax Year 2015/2016

(Revised 06/2014)



STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY
MANUFACTURED HOUSING DIVISION

1830 E. College Pkwy Suite 120
Carson City, NV 89706
(775) 684-2940 • Fax (775) 684-2949

RECEIVED
U.S. MAIL

NOV 19 2015

NEVADA DIVISION
MANUFACTURED HOUSING
CARSON CITY

POWER OF ATTORNEY
(Transferring Title/Certificate of Ownership)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,

Federal National Mortgage Association

As Buyer, Seller or Legal Owner

of the following described manufactured home:

MAKE: FUQUA Eagle Ridge YEAR: 1996

SERIAL # 15233AC SIZE: 38.6 x 66.8

does hereby authorize and appoint: Puleo Delisle, PLLC
my, (our) true and lawful Attorney-in-Fact with full authority and power to do and perform all and every act and thing whatsoever requisite and necessary to be done in the premises, as fully to all intents and purposes as the undersigned might or could do if personally present, with full power of substitution and revocation, to sign any titles, or certificates of ownership issued by the Department of Business and Industry, Manufactured Housing Division in the State of Nevada for the purpose of transferring such registration covering the manufactured home described above, hereby ratifying and confirming whatever action said Attorney-in-Fact shall, or may take, by virtue hereof in the premises.

IN WITNESS WHEREOF, the undersigned has executed this instrument this

16 of September, 2015
day month year

By Bank of America N.A. (BANA), Attorney-In-Fact
Federal National Mortgage Association
By Stalia M. Soto

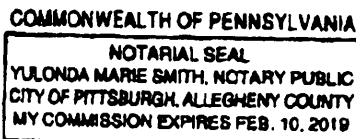
Print Name and Title Stalia M. Soto Lopez, Assistant Vice President

State of Pennsylvania County of Allegheny

Subscribed and sworn to before me, Yulonda Marie Smith the undersigned Notary
Public, by Stalia M. Soto Lopez, Assistant Vice President of BANA on
this 16 day of September 2015.

Yulonda Marie Smith
Notary Public
stamp or seal:

(2014 Revised)



#021703054
Anthony / Capitol Commerce

Assessor's Parcel Number:
026-021-56

Return To:
CAPITOL COMMERCE MORTGAGE CO.
P O BOX 276477
SACRAMENTO, CA 95827-6477

Prepared By:
CAPITOL COMMERCE MORTGAGE CO.
P O BOX 276477
SACRAMENTO, CA 95827-6477

Recording Requested By:
CAPITOL COMMERCE MORTGAGE CO.
P O BOX 276477
SACRAMENTO, CA 95827-6477

[Space Above This Line For Recording Data]

Loan No: 222278

DEED OF TRUST

MIN: 1000327-0080222278-9

DEFINITIONS

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

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

JUNE 21, 2002

(B) "Borrower" is WILLIAM M. ANTHONY and PATRICIA S. ANTHONY, HUSBAND & WIFE

Borrower is the trustor under this Security Instrument.

(C) "Lender" is CAPITOL COMMERCE MORTGAGE CO., A CALIFORNIA CORPORATION

Lender is a COMPANY organized and existing under the laws of CALIFORNIA
Lender's address is 3600 AMERICAN RIVER DRIVE SUITE 150, SACRAMENTO, CA 95864

(D) "Trustee" is C.C.M.C. CO., A CALIFORNIA CORPORATION, A CALIFORNIA CORPORATION

12581 35747 C90-JF
NEVADA-Single Family-Freddie Mac/Freddie Mac UNIFORM INSTRUMENT with MERS
DRAW:MERS-NV.CVL.DT-T.WPF (0101DOCS\DEEDS\CVL\NV_MERS.CVL)

LOAN NO: 222278

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014

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

(F) "Note" means the promissory note signed by Borrower and dated **JUNE 21, 2002**

The Note states that Borrower owes Lender

TWO HUNDRED FOURTEEN THOUSAND FOUR HUNDRED and NO/100----- Dollars
(U.S. \$ **214,400.00**) plus interest. Borrower has promised to pay this debt in regular Periodic

Payments and to pay the debt in full not later than **JULY 1, 2032**

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

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

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

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

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

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

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

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

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

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

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

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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

12551 35748 C30-FF

NEVADA-Single Family-Fairfax Mac/Fredrick Mac UNIFORM INSTRUMENT with MERS
DRAW.MERS.NV.CVL.DT.1.WFF (010)DOCSIDEDS(CVLWV_MERS.CVL)

LOAN NO: 222278

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TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of WASHOE :

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

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.

which currently has the address of 3705 ANTHONY PLACE

[Street],

SUN VALLEY

[City], Nevada

89433

[Zip Code]

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is

22591 35748 630-WP

LOAN NO: 222778

NEVADA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT with MERS
DRAW.MERS.NV.CVL.DFS.WPP (0101DOCS\DEEDS\CVL\NV_MERS.CVL)

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not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offer or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

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

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

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

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rent on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

22392 35748 620-JP

NEVADA Single Family-Finable Mac/Freddie Mac UNIFORM INSTRUMENT with MERS
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LOAN NO: 222778

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

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

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

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

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

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower. Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts

12592 35748 E90-JF

NEVADA-Single Family-Partial Lien/Prohibit Max UNIFORM INSTRUMENT with MERCS
DRAW.MERCS.NV.CVL.DT.F.WFF (0101DOCSDEEDSCVLNV_MERCS.CVL)

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disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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

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

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

22591 35743 C90-WF
NEVADA-Single Family-Family Max/Freddie Mac UNIFORM INSTRUMENT with MERS
DRAW.MERS-NV.CYL.DTS-WFF (0101DOCS\DEEDS\CVL\NV_MERS.CYL)

LOAN NO: 222278

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

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

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may arise priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

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

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

22581 35749 C90-79

NEVADA-Single Family-Tenant Mac/Fred Mac UNIFORM INSTRUMENT with MERS
DRAW_MERS_NV-CVL-07.7.WFF (010UDOCSDDEDS/CVLWV_MERS.CVL)

LOAN NO: 222278

Form 3029 1/01
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Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

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

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

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

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

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

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

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

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

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

12891 15749 C50-99

NEVADA Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT with MERS
DRAW MERS NV.CVL-BT3.WPP (0101DOCSDEEDSCVLNV_MERS.CVL)

LOAN NO: 222278

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021

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

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

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

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

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

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

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

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

22591 35749 690-00

NEVADA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT with MERS
DRAW MERS NV, CVL, DL-F, WFF (0101)DOCS\DEED\FCVLANV_MERS.CVL)

LOAN NO: 222378

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acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

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

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

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

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

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

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

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

19. **Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses

22521 35749 C30-WF

NEVADA Single Family - Pooled MISC/Produce MISC UNIFORM INSTRUMENT with MERS
DRAW.MERS.TV-EV-EDT.10.WTF (U101DOCSDEEDSCVLYNV_MERS.CVL)

LCNN NO: 222278

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In one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

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

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

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

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

12091 35750 C94-19
NEVADA-Single Family-Flood Map/Flooded Mac UNIFORM INSTRUMENT with MERS
DRAW:NEVADA.CVL DT:11.WFF 01010DOCS/DEEDS/CVL/NV_MERS.CVL

LOAN NO: 222278

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

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

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

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

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

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

25. Assumption Fee. If there is an assumption of this loan, Lender may charge an assumption fee of U.S. \$ Maximum Allowed By Law

12591 35750 C30-97

NEVADA Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT with MERS
DRAW.MERS.NV.CVL.DT.12.WFF (0101DOCS\DEBDS\CVLUNV_MERS.CVL)

LOAN NO: 222278

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02/22/2002
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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

William M. Anthony (Seal)
WILLIAM M. ANTHONY -Borrower

Patricia S. Anthony (Seal)
PATRICIA S. ANTHONY -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

STATE OF NEVADA.

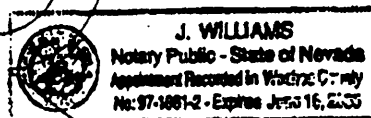
This instrument was acknowledged before me on

JUNE 21st, 2002
William M. Anthony and Patricia S. Anthony

County ss. Washoe

, by

My Commission Expires:



6-16-05

WHEN RECORDED MAIL TO:

CAPITAL COMMERCE MORTGAGE CO.
P O BOX 276477
SACRAMENTO, CA 95827-6477

DOC # 2703700

06/28/2002 11:12A Fee:25.00

SK1

Requested By

STEWART TITLE OF NORTHERN NEVADA

Washoe County Recorder

Kathryn L. Burke - Recorder

Pg 13 of 13 RPT 8-00



12591 38750 C30-FF

NEVADA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT with MERS
DRAW:MERS.NV.CVL.DT.13.WFF (0101DOCSUBEDSICVLNV_MERS.CVL)

LOAN NO: 222278

Form 3029 (7/01)
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026

Personal Property Data Search Results			
Mobile Homes			
Account	Business or Owner Name	Location	Mailing Address
3218675	FEDERAL NATIONAL MORTGAGE ASSOCIATION	3705 ANTHONY PL SUN VALLEY	444 ROUTE 111 SMITHTOWN NY 11787-
3218676	ANTHONY, WILLIAM M OR PATRICIA S	3705 ANTHONY PL SUN VALLEY	2185 GREEN VISTA DR STE 211 SPARKS NV 89431-

58-46416
COUNTY OF WASHOE

Assessor's Parcel #026-021-56

DOC #4523526

10/15/2015 09:57:57 AM
Electronic Recording Requested By
PULEO DELISLE
Washoe County Recorder
Lawrence R. Burtress
Fee: \$18.00 RPTT: \$0
Page 1 of 2

**AFFIDAVIT
CONVERSION OF
MANUFACTURED/MOBILE HOME
TO REAL PROPERTY
NRS 361.344**

PART I TO BE COMPLETED BY APPLICANT: MANUFACTURED/MOBILE HOME INFORMATION

1. Owner/Buyer name Federal National Mortgage Association ☐ AND
☐ OR
☐ JT/ROS
2. Owner of land (if leased) n/a
3. Physical location of manufactured/mobile home 3705 Anthony Place, Sun Valley, NV 89433
4. Manufactured/mobile home description: Manufacturer FUDUA Model Eagle Rider
Model Year 1996 Serial # 11233AC Length 31.6 Width 66.8
5. New lienholder:
Name NONE
Address _____
6. PPID _____

PART II LAND OWNER SIGNATURE (If real property is leased in accordance with NRS 361.344.1.B)

As the owner of the real property listed as n/a, I,

Stalin M. Soto Lopez consent to the conversion of the above described manufactured
home from personal property to real property.

By Stalin M. Soto Lopez Attorney-In-Fact, (AIF)
Federal National Mortgage Association

PPT to be recorded
simultaneously

By Stalin M. Soto Lopez 9/16/15
SIGNATURE OWNER/BUYER DATE

Stalin M. Soto Lopez Assistant Vice President (AUP)
PRINT NAME AND TITLE

STATE OF Pennsylvania COUNTY OF Allegheny

This affidavit was acknowledged before me on September 16, 2015 by

Stalin M. Soto Lopez, AUP of BANA
Person(s) appearing before notary

[Signature]
Signature of notarial officer

Notary Public

STAMP OR SEAL

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
YOLONDA MARIE SMITH, NOTARY PUBLIC
CITY OF PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES FEB. 10, 2019

ASSESSOR'S PARCEL #026-021-56

PART III OWNER/BUYER SIGNATURE(S)

The undersigned, as owner(s)/buyer(s) of the above described manufactured/mobile home and real property (unless leased as indicated in Part II and financed in accordance with NRS 361.244.1.B), affirm that the home has been installed in accordance with all state and local building codes and agree(s) to the conversion of the above described home to real property, understanding that any liens or encumbrances on the unit may become a lien on the land.

ALL DOCUMENTS RELATING TO THE MANUFACTURED/MOBILE HOME AS PERSONAL PROPERTY MUST BE SURRENDERED TO THE MANUFACTURED HOUSING DIVISION. THIS CONVERSION IS NOT VALID UNTIL ISSUANCE OF A "REAL PROPERTY NOTICE". THE MANUFACTURED/MOBILE HOME WILL THEN BE PLACED ON THE SUCCEEDING TAX ROLL AS REAL PROPERTY.

By Bank of America, N.A. (BANA), as Attorney-In-Fact (AIF) for Federal National Mortgage Association

By: Stalia M. Soto 9/16/15
SIGNATURE-OWNER/BUYER DATE
Stalia M. Soto, L.P.C.
Assistant Vice President (AUP)
PRINT NAME AND TITLE

2- Pdt to be recorded simultaneously

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL
YULONDA MARIE SMITH, NOTARY PUBLIC
CITY OF PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES FEB. 10, 2018

STATE OF Pennsylvania COUNTY OF Allegheny

This affidavit was acknowledged before me on September 16, 2015 by

Stalia M. Soto Lopez, AUP of BANA

Person(s) appearing before me

Yulonda Marie Smith

Notary Public STAMP OR SEAL:

Signature of notarial officer

ENDORSEMENT REQUIRED BY COUNTY ASSESSOR WHERE MOBILE HOME IS SITUATED THAT PERSONAL PROPERTY TAXES ARE PAID IN FULL FOR THE CURRENT FISCAL YEAR PER NRS 361.244.

Angelina Phillips 9/16/2015 FOR TAX YEAR 2015/2016

Signature of County Assessor

Date

ANGELINA PHILLIPS

Print Name

PTED-3218575

WHEN RECORDED MAIL TO:

NAME: Fyko Deistis, PLLC

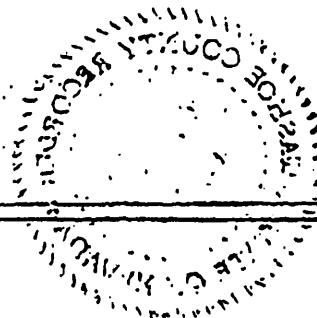
ADDRESS/ CITY/ STATE/ ZIP: 444 Route 111, Smithtown, NY 11787

DISTRIBUTION:

ORIGINAL TO MANUFACTURED HOUSING DIV.

COPY TO LIENHOLDER OR OWNER/BUYER

rev 09/13



CERTIFIED COPY

THE FOREGOING DOCUMENT IS A FULL,
TRUE AND CORRECT COPY OF THE
RECORD IN THE OFFICE OF THE COUNTY
RECORDER, WASHOE COUNTY, NEVADA.

WITNESS MY HAND AND SEAL THIS
05 DAY OF 11 NOVEMBER 15
LAWRENCE R. BURTON, COUNTY RECORDER
BY: [Signature] DEPUTY

Per NRS 239B the SSN may be redacted, but in no way
affects the legality of the document.

030

MANUFACTURED HOUSE TITLE SEARCH

Title Number: B0330675 Issued: 11/23/2015 Expired: 11/23/2015 Status: Expired
Serial Number: 15233AC Reason: 4 - Transfer to Real Property

Manufacturer: FUQUA

Trade Name/Model:

Year: 1996 Type: Multi Wide

Size: 38 ft. 6 in. x 66 ft. 8 in. Used Sale

Owners

FEDERAL NATIONAL MORTGAGE ASSOCIATION

Physical Location

3706 ANTHONY PL, SUN VALLEY, NV 89433

Lienholder

Document Mailed To

PULEO DELISE, PLLC
444 RT 111, SMITHTOWN, NY 11787

Cost of Structure:

Cost of Accessories / Materials:

Sales Tax:

Lien Date

Lien Removed

Notice of Opposition Filed

Notice of Sale

031

Printed 07/13/2018

Record last updated on 11/23/2015 02:48:52 PM

STATE OF NEVADA—DEPARTMENT OF BUSINESS AND INDUSTRY
MANUFACTURED HOUSING DIVISION

DEALER'S REPORT OF SALE

1. The Manufacturer's Statement of Origin MUST BE attached if this is a new unit.

2. Check New or Used Sale: ☒ New ☐ Used

3. Date of Purchase November 17 2000
Month Day Year

IDENTIFICATION OF STRUCTURE

4. SERIAL NUMBER 15233AC
Enter complete serial number

5. MANUFACTURER Fuqua

6. TRADE NAME Eagle Pointe, Golden Eagle 953

7. TRUE SIZE 38'6" x 66'8" YEAR 1996
As shown on MCO or Title

8. Single Wide ☐ Multi Wide ☒

IDENTIFICATION OF OWNER

9. NAME William Michael Anthony Check one box only
☐ AND

10. NAME Patricia Sanburn Anthony ☒ OR

11. PHYSICAL LOCATION 3705 Anthony Place ☐ JTWR0S

Sparks Washoe NEVADA 89433
City County Zip

12. MAIL ADDRESS Same
Location

City County State Zip

IDENTIFICATION OF LIENHOLDER

13. NAME (none)

NOTICE: Legal owner's name will be shown on the title certificate as shown above.

14. MAIL ADDRESS

City State Zip

CERTIFICATION OF COST

15. BASE COST OF STRUCTURE..... \$ 129,274.76

16. COST OF ACCESSORIES AND MATERIAL..... \$ 6600.00

17. AMOUNT OF SALES TAX..... \$ 5623.45

AFFIDAVIT OF DEALER

Dealer hereby certifies that the foregoing is true and correct

18. DEALER NAME Trinity Homes, Inc.

19. LICENSE NO. D1139 MFR. LICENSE NO.

20. CC INSIGNIA NO.

I/we have been informed that the above-described manufactured home or commercial coach is taxable in the county in which it is located. Please contact the county assessor or county treasurer as applicable.

White Copy, Manufactured Housing Division; green copy, assessor where unit is located; pink copy, customer; yellow copy, dealer, to be kept in book.

by William Michael Anthony
Signature

MH187704

MANUFACTURED HOUSE TITLE SEARCH

Title Number: B0294000 Issued: 10/18/2012

Serial Number: 15233AC

Manufacturer: FUQUA

Trade Name/Model:

Year: 1996 Type: Multi Wide

Size: 38 ft. 6 in. x 66 ft. 8 in. New Sale

Owners

ANTHONY, WILLIAM MICHAEL OR

ANTHONY, PATRICIA SANBURN

Physical Location

3705 ANTHONY PL, SUN VALLEY, NV 89433

Lienholder

Document Mailed To

WILLIAM OR PATRICIA ANTHONY

3705 ANTHONY PL, SUN VALLEY, NV 89433

Cost of Structure: 129275 Cost of Accessories / Materials: \$6600 Sales Tax: \$5623

Lien Date Lien Removed Notice of Opposition Filed Notice of Sale

REPUBLICAN MOBILE HOME DIVISION

B-294000

Certificate of Ownership

OFFICE COPY

WARNING
There may be outstanding liens against this property which do not appear on the face of this certificate. Interested parties should consult the Division.

OWNERS:
ANTHONY WILLIAM MICHAEL OR
ANTHONY PATRICIA SAMBURN

ISSUE DATE: 01/18/2015
THIS CERTIFICATE IS EVIDENCE OF LEGAL OWNERSHIP OF THE STRUCTURE IT DESCRIBES.
THIS CERTIFICATE OF TITLE REMAINS IN FORCE AND EFFECT UNTIL ITS CANCELLATION.

WARNING
ENDORSEMENT REQUIRED BY COUNTY ASSESSOR WHERE MOBILE HOME IS SITUATED THAT ALL TAXES HAVE BEEN PAID BEFORE TITLE CAN BE TRANSFERRED.

Serial No. 15233AC
Year 1996 Mfg. FUQUA

Size 38 ft. 6 in. x 66 ft. 8 in.

WILLIAM OR PATRICIA ANTHONY
3706 ANTHONY PL
SUN VALLEY, NV 89433

SIGNATURE OF ASSESSOR OR DEPUTY ASSESSOR

THIS TITLE IS VOIDED IF THERE IS ANY ALTERATION OR IF COLORED BACKGROUND IS ABSENT

**Manufacturer's
Statement or Certificate
OF ORIGIN TO A
MANUFACTURED HOME**

****DUPLICATE****

The undersigned manufacturer hereby certifies
that the new Manufactured Home described below, the property
of said manufacturer has been transferred this 22 day of APRIL
1997 on Invoice No. 5779

to TRINITY HOMES
whose address is 475 E MOANA
RENO NV 89502

Trade Name of
Manufactured Home FUQUA Series or
Model Name 493

No. Wheels 16

Width 25 FT. 8 IN.

Serial No. 15470 Length 48 FT. 0 IN.

Shipping Weight 48,150

Date of Manufacture APRIL 1997
MONTH YEAR

Other Data: _____

Said manufacturer hereby certifies that this written instrument constitutes the
first conveyance of said vehicle after its manufacture and that the manufacturer's
serial number set forth above has not been and will not be used by the manufacturer
on any other vehicle manufactured by said manufacturer, and that there are not
other manufacturer's certificates issued by the manufacturer for the vehicle
described above.

FUQUA HOMES, INC.

BEND DIVISION

BY Danell Smith Sales Coord
(SIGN NAME) (TITLE OR POSITION)

**Manufacturer's
Statement or Certificate
OF ORIGIN TO A
MANUFACTURED HOME**

****DUPLICATE****

The undersigned manufacturer hereby certifies
that the new Manufactured Home described below, the property
of said manufacturer has been transferred this 18TH day of DECEMBER
1996 on Invoice No. 5468

to TRINITY HOMES
whose address is 475 E MOANA LANE
RENO, NV 89502

Trade Name of
Manufactured Home FUQUA Series or
Model Name 953

No. Wheels 30

Width 38 FT. 6 IN.

Serial No. 15233 Length 66 FT. 8 IN.

Shipping Weight 84,000

Date of Manufacture DECEMBER 1996
MONTH YEAR

Other Data: _____

Said manufacturer hereby certifies that this written instrument constitutes the
first conveyance of said vehicle after its manufacture and that the manufacturer's
serial number set forth above has not been and will not be used by the manufacturer
on any other vehicle manufactured by said manufacturer, and that there are not
other manufacturer's certificates issued by the manufacturer for the vehicle
described above.

FUQUA HOMES, INC.

BEND DIVISION

BY Danell Smith Sales Coord
(SIGN NAME) (TITLE OR POSITION)



STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY
MANUFACTURED HOUSING DIVISION

State of Nevada
County of Washoe

AFFIDAVIT
APPLICATION FOR CERTIFICATE OF
OWNERSHIP

The undersigned, William Michael Anthony
Address 3705 Anthony Place City Sparks State NV Zip 89433

upon oath states as part of this application to the Manufactured Housing Division, Department of Business and Industry, for the issuance of a Certificate of Ownership for the structure herein described as follows:

MAKE: Fugha SERIAL # 15233AC
YEAR: 1996 SIZE: 38'6" x 66'8" TYPE: Golden Eagle 953

That the said structure was obtained on or about the 17 of November, 2000
(Day) (Month) (Year)
from Trinity Homes, Inc.

Address 2185 Green Vista Dr. 211 City Sparks State NV Zip 89431, and
that said structure has been in (my, our) possession since that time. At the time (I, we) acquired this structure, the Certificate of Ownership for this structure was not obtained or is not negotiable for the following reasons:

The manufacturer's Statement of Origin was lost by
the title company

That a Certificate of Ownership has been issued in the State of (N.A.)

That said structure is located at: 3705 Anthony Place, Sparks, NV 89433.

(I, We) further state that to (my, our) knowledge, the structure is free and clear of any liens, encumbrances, lawful claims and demands of any person whatsoever, and that the structure is not involved in any existing or pending litigation, except a lien in favor of

(none)
Address _____ City _____ State _____ Zip _____
in the sum of \$ _____

PLEASE COMPLETE page 2

(2011 Revised)

10/18/12
PAID
40.00
check # 10063

036

STATE OF NEVADA DEPARTMENT OF BUSINESS & INDUSTRY
MANUFACTURED HOUSING DIVISION
AFFIDAVIT
APPLICATION FOR CERTIFICATE OF OWNERSHIP
Page 2 of 2

That (I, we) have good right and lawful authority to request the Division to issue a Certificate of Ownership on said structure to:

NEW REGISTERED OWNER

NEW LIENHOLDER

William Michael Anthony

Patricia Sanburn Anthony

Mailing Address: 3705 Anthony Place Mailing Address: _____

Sparks, NV 89433

The statements and declarations herein contained are for the specific purpose of inducing said Division to so do; that (I, we) shall and will assume, fully pay, satisfy and discharge any and all liens, claims or encumbrances disclosed herein or any others that may be shown or proved to be upon or against said structure and indemnify and save harmless said Division and the State of Nevada on account of the issuance of said Certificate of Ownership on said structure as aforesaid.

(I, We) hereby certify under penalty of perjury that the foregoing is true and correct.

IN WITNESS WHEREOF, this instrument has been executed and delivered to said Manufactured Housing Division this 18th of October, 2012.
Day Month Year

Signature

William Michael Anthony

Signature _____

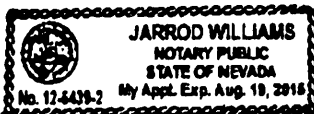
STATE OF Nevada

COUNTY OF Cassidy City

This instrument was acknowledged before me, Jarrod Williams the undersigned Notary Public, on this 18 day of Oct, 2012.

by William Michael Anthony and Patricia Sanburn Anthony
Name of Signor

Name of Signor _____



Jarrod Williams
Notary Public

WARNING: Endorsement required by county assessor where mobile home is situated that all taxes have been paid before title can be transferred.

Signature of County Assessor _____

For Tax Year _____

037



Label Search Report

Label Number	IP1A	Status	Date	Plant	Serial Number	Type	Dealer Name	City	State	Zip
0000327934	ORE	S	12/23/1996	FUQA05	15233 AC	1	TRINITY	RENO	NV	
0000327935	ORE	S	12/23/1996	FUQA05	15233 AC	2	TRINITY	RENO	NV	
0000327936	ORE	S	12/23/1996	FUQA05	15233 AC	3	TRINITY	RENO	NV	

IN 103105

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Page 1 of 1

Printed On: 05/30/2012 06:20 PM

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