

1 IN THE SUPREME COURT OF THE STATE OF NEVADA

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4 PATRICIA ANTHONY and
WILLIAM ANTHONY

5 Appellants,

SUPREME COURT

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Elizabeth A. Brown
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7 vs.

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

8
9 FEDERAL NATIONAL MORTGAGE
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. 2**

16 **Document No . 11 through Document No. 12**

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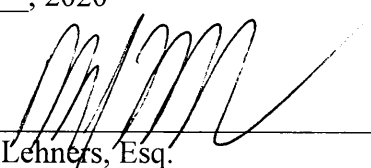
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AFFIRMATION
Pursuant to NRS 239B.030

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 16 day of April, 2020



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

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

18 **FEDERAL NATIONAL MORTGAGE**
19 **ASSOCIATION,**

20 **Plaintiff,**

21 **v.**

22 **PATRICIA ANTHONY, WILLIAM**
23 **ANTHONY, and/or Occupants 1-5,**

24 **Defendants.**

25 **PATRICIA ANTHONY, WILLIAM**
26 **ANTHONY,**

27 **Counterclaimant,**

28 **v.**

29 **FEDERAL NATIONAL MORTGAGE**
30 **ASSOCIATION,**

31 **Counterdefendant.**

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

**FEDERAL NATIONAL MORTGAGE
ASSOCIATION'S MOTION FOR
SUMMARY JUDGMENT, OR,
ALTERNATIVELY, PARTIAL
SUMMARY JUDGMENT**

32 Pursuant to Nevada Rule of Civil Procedure 56, plaintiff/ counter-defendant Federal National
33 Mortgage Association (**Fannie Mae or plaintiff**) moves for summary judgment on all claims between
34 it and defendants/counter-claimants PATRICIA ANTHONY and WILLIAM ANTHONY (**Anthony's**
35 **or defendants**).
36 ...

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

This case centers on two connected manufactured homes that belong to Fannie Mae after a non-judicial foreclosure sale pursuant to a deed of trust that secured repayment of a \$214,000 loan to the Anthonys. The Anthonys defaulted on the loan in 2009. After non-judicially foreclosing on the property pursuant to the deed of trust, Fannie Mae obtained a judgment of possession in an unlawful detainer action and a writ of restitution. Yet, the Anthonys refuse to leave the property. Fannie Mae brings brought this action to eject the Anthonys from the property. In response, five years after Fannie Mae obtained title to the property, and after obtaining a judgment of possession by way of a contested unlawful detainer action, the Anthonys contend Fannie Mae failed to comply with the UCC in the sale of one manufactured home and thus, claim they are entitled to damages.

The issues here are:

- 1) Whether the manufactured homes were collateral for a \$214,400 loan the Anthonys obtained in 2002, defaulted on in 2009, and that was subject of a foreclosure in 2012;
- 2) Whether an Affidavit of Conversion of Real Property recorded by the Anthonys in 2000 included both manufactured homes;
- 3) Whether the manufactured homes were real property when the foreclosure was completed; and
- 4) Whether Fannie Mae's attempts to gain possession and transfer the title to the manufactured homes post-foreclosure violated the UCC, subjecting Fannie Mae to damages.

The facts show Fannie Mae obtained possession of the manufactured homes via a non-judicial foreclosure sale. The Anthonys' counter-claims that Fannie Mae did not properly perfect title to manufactured homes are barred by the statute of limitations, claim preclusion, and equitable defenses. Moreover, even if the UCC applies, and Fannie Mae failed to comply with the UCC in the sale of the manufactured homes, the Anthonys cannot recover. Fannie Mae reasonably relied on their actions in its belief that the manufactured homes were real property under the deed of trust. The Anthonys' untimely assertion of this claim prejudices Fannie Mae in that it cannot now seek a deficiency judgment. Based on the below, summary judgment should be granted.

1 **II. STATEMENT OF UNDISPUTED FACTS.**

2 **A. The Anthonys Presented The Property, Including Both Manufactured Homes, As**
3 **Real Property Collateral For The Loan.**

4 1. In late 2000, the Anthonys purchased two manufactured homes (**manufactured home**)
5 from Trinity Homes, Inc., their employer for over 20 years. The bigger manufactured home is a 1996
6 Fuqua Golden Eagle, Serial no. 15233AC, 38'6" by 66'8". (**1996 Fuqua**). The smaller manufactured
7 home is a 1997 Fugua Eagle Ridge, Serial no. 15470, 25'8" by 48'. (**1997 Fuqua**). **Exhibit 1, Title**
8 **and Report of Sale.**

9 2. On November 17, 2000, William Anthony, on behalf of Trinity Homes, Inc., filed a
10 "Dealer's Report of Sale" with the Manufacture Housing Division of Nevada's Department of Business
11 and Industry. **Exhibit 1, Title and Report of Sale.** The Report of Sale only references serial number
12 15233AC (the 1997 Fuqua), but it also provides the trade name of "Eagle Pointe" and "Golden Eagle
13 953". William Anthony signed the "Affidavit of Dealer" on behalf of Trinity, certifying the cost of
14 the structure as \$129,274.76. **Exhibit 1, Title and Report of Sale.**

15 3. The manufactured homes were physically located at 3705 Anthony Place, Sun Valley,
16 Nevada and they were attached to each other. The Anthonys recorded one "Affidavit of Conversion
17 of Manufactured/Manufactured Home to Real Property", on November 22, 2000 as Doc. # 2502064.
18 **Exhibit 2, Affidavit of Conversion.** Though the Affidavit of Conversion only identifies the "Eagle
19 Ridge" model and model year "1997" for the structure they were seeking to convert, the Anthonys
20 provided each manufactured home's serial number and the dimensions for each—indicating again that
21 both manufactured homes were one.

22 4. The Affidavit of Conversion included both manufactured homes as the property to be
23 converted. Though only the year "1997" and model name "Eagle Ridge" are identified, the serial
24 numbers for each manufactured home and the dimensions for each are included as descriptions of the
25 property. **Exhibit 2, Affidavit of Conversion.**

26 5. In June 2002, the Anthonys obtained a refinance loan in the amount of \$214,400 from
27 Capitol Commerce Mortgage Co. **Exhibit 3, Promissory Note.**

28 ...

1 6. The Loan Application indicates that the Anthonys were seeking a loan not for vacant
2 land, but for their residence, built in 2000. **Exhibit 4, Loan Application.** The Application states they
3 purchased the home for \$270,000.

4 7. The Anthonys authorized an interior appraisal of the home at the time of the loan,
5 further evidencing their intent to encumber the residence. **Exhibit 5, Appraisal.**

6 8. The appraisal reflects one manufactured home that had multiple upgrades. The total
7 square footage was listed at 3,798 square feet. The appraisal noted that the home included 7 bedrooms
8 and 4 bathrooms, an attached porch, and crawl space underneath. Utilities were attached. Photographs
9 attached to the appraisal reflect one unit with one address number placed on the front of the home.
10 **Exhibit 5, Appraisal.**

11 9. The appraisal noted that the tongue and groove were removed to make the
12 manufactured homes a fixture on the property. **Exhibit 5, Appraisal.**

13 10. The appraisal specifically notes it does not include personal property in determining
14 the value, which is \$268,000. **Exhibit 5, Appraisal.**

15 11. When the Anthonys refinanced they had worked for the manufactured home company
16 for more than twenty years. **Exhibit 4, Loan Application.** The application also showed the Anthonys
17 owned 8 other properties. *Id.* These are sophisticated borrowers who logistically know how to title
18 the property.

19 **B. The Anthonys Sign the DOT, Default on the Loan, and Fannie Mae Forecloses.**

20 12. The Anthonys were approved for a loan in the amount of \$214,400, evidenced by a
21 promissory note and secured by a deed of trust recorded against the property commonly described as
22 3705 Anthony Place, Sun Valley, Nevada (**the Property**). **Exhibit 3, Note; Exhibit 6, Deed of Trust.**

23 13. In signing the deed of trust, the Anthonys granted to the trustee under the deed of trust
24 the power of sale for the property that includes the land:

25 "TOGETHER WITH all the improvements now or hereafter erected on the property.
26 All of the foregoing is referred to in this Security Instrument as the 'Property'. ..."

27 **Exhibit 6, Deed of Trust at 3.**

28 ...

14. The Anthonys also signed a Certificate of Occupancy stating they intended to reside in the home as their primary residence. **Exhibit 15.**

15. Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP serviced the loan since July 26, 2002.

16. A notice of default was recorded, followed by a notice of sale. **Exhibit 7, Notice of Default, Exhibit 8, Notice of Sale.**

17. A foreclosure sale was completed in 2012 wherein Fannie Mae became the owner of the property by way of a credit bid. The Trustee Deed Upon Sale was recorded April 26, 2012. **Exhibit 9, Trustee Deed Upon Sale.**

C. Fannie Mae Initiates an Unlawful Detainer Action.

18. After obtaining title to the property at the foreclosure sale, Fannie Mae brought an unlawful detainer action on June 6, 2012. **See Exhibit 10, Order on MJOP in 12-SCV-0936.**

19. In the unlawful detainer action, in granting Fannie Mae's motion for judgment on the pleadings, the court noted that the Anthonys appeared and had an opportunity to challenge Fannie Mae's title of the Property. They were notified that Fannie Mae sought possession of the home by way of the foreclosure action, yet did not challenge it or present any defenses. **See Exhibit 10, Order on MJOP in 12-SCV-0936, at pg. 6 ¶¶4-5.**

20. Fannie Mae obtained a judgment of possession and a permanent writ of restitution on February 6, 2013 and again on July 6, 2016. **Ex. 11, Writs of Restitution Issued in 12-SCV-0936.**

21. The Anthonys refuse to vacate the property.

D. Post-Foreclosure Activity Regarding Title.

22. In October 2012, six months after the foreclosure sale, William Anthony filed an Affidavit Application for Certificate of Ownership of the 1996 Fuqua, claiming the title company lost the statement of origin. **Exhibit 12, Affidavit for Certificate of Ownership.**

23. In October 2015, Fannie recorded an Affidavit Conversion of Manufactured/Manufactured Home to Real Property as document number 4523526 concerning the 1996 Fuqua. **Exhibit 13, Affidavit Conversion.**

...

1 **E. Plaintiff Files This Action To Obtain An Order Of Trespass To Remove The**
 2 **Antonys and Obtain Permanent Injunctive Relief.**

3 24. Because the Antonys would not vacate the property, on May 2, 2017, plaintiff brought
 4 this action to obtain an order of trespass and injunctive relief to prevent the Antonys from interfering
 5 with the removal of their personal belongings from the home and preventing the Antonys from re-
 6 entering the premises or interfering with plaintiff's quiet enjoyment.

7 25. The parties agreed to an injunction allowing the Antonys to continue to reside in the
 8 property in exchange for \$800 per month and payment of insurance and taxes. The Antonys have
 9 continued to make those payments.

10 26. On August 21, 2017, the Antonys filed their counterclaim for Violation of Article
 11 Nine of the UCC, Conversion, and Abuse of Process/ Excessive Attachment.

12 **III. LEGAL STANDARD**

13 “Summary judgment is appropriate . . . when the pleadings, depositions, answers to
 14 interrogatories, admissions, and affidavits, if any, that are properly before the court demonstrate that
 15 no genuine issue of material fact exists, and that the moving party is entitled to judgment as a matter
 16 of law.” *Wood v. Safeway, Inc.*, 121 P.3d 1026, 1031 (Nev. 2005). “While the pleadings and other
 17 evidence must be construed in the light most favorable to the nonmoving party, that party has the
 18 burden to ‘do more than simply show that there is some metaphysical doubt’ as to the operative facts
 19 to defeat a motion for summary judgment.” *Id.* at 1031 (quoting *Matsushita Elec. Indus. Co. v. Zenith*
 20 *Radio*, 475 U.S. 574, 586 (1986)). The governing law determines which “factual disputes are material
 21 and will preclude summary judgment; other factual disputes are irrelevant.” *Id.* Accordingly, Nevada
 22 courts follow the federal summary judgment standard, not the “slightest doubt” standard previously
 23 applicable before *Wood*. *Id.* at 1031, 1037.

24 **IV. REQUEST FOR JUDICIAL NOTICE**

25 Some of the preceding facts are supported by judicially noticeable facts that are either
 26 “generally known” or that “can be accurately and readily determined from sources whose accuracy
 27 cannot reasonably be questioned.” NRS 47.130.

28 Fannie Mae requests the Court take judicial notice of the publicly recorded instruments cited
 in the statement of undisputed facts, as well as the public pleadings filed in prior actions, Exhibits

1 Facts derived from the publicly available records of the Washoe County Recorder are judicially
2 noticeable. See *Disabled Rights Action Comm. v. Las Vegas Events, Inc.*, 375 F.3d 861, 866 & n.1
3 (9th Cir. 2004) (court may take judicial notice of the records of state agencies and other undisputed
4 matters of public record under Fed. R. Evid. 201); *Harlow v. MTC Fin. Inc.*, 865 F. Supp. 2d 1095,
5 1097 (D. Nev. 2012) (“When ruling on a motion for summary judgment, the Court may take judicial
6 notice of matters of public record, including recorded documents.”).

7 **V. ARGUMENT.**

8 **A. Fannie Mae is Entitled to Summary Judgment on its Claim for Trespass.**

9 To establish a cause of action for trespass, one must show that a property right was invaded.
10 *Lied v. Clark Cty.*, 94 Nev. 275, 278–79, 579 P.2d 171, 173–74 (1978). Interference with the
11 “exclusive right to the possession of his land and complete control thereof to the exclusion of any right
12 of another to enter upon it... [that] is vested in [every property owner]” constitutes trespass. *Flick v.*
13 *Nev. Fish and Game Commission*, 75 Nev. 100, 103, 335 P.2d 422, 423 (1959). Thus, one is liable to
14 another for trespass, irrespective of whether he thereby causes harm to any legally protected interest
15 of the other, if he intentionally:

- 16 (a) enters land in the possession of the other, or causes a thing or a third
17 person to do so, or
18 (b) remains on the land, or
19 (c) fails to remove from the land a thing which he is under a duty to remove.

20 Restatement (Second) of Torts § 158 (1965) (emphasis added); see also *id.* at comment (i).

21 As demonstrated by the undisputed facts, Fannie Mae obtained title to the property in April
22 2012 via the foreclosure sale pursuant to the deed of trust. In signing the deed of trust, the Anthonys
23 permitted the trustee under the deed of trust to sell the property, which included all improvements to
24 the land. **Ex. 6.** The improvements included the manufactured homes.

25 The Anthonys argue that Fannie Mae did not perfect its interest in the manufactured homes.
26 Yet, even if the interest is not technically perfected, the evidence demonstrates substantial compliance
27 and intent that the manufactured homes were the purpose and collateral of the Loan. **Ex. 4, 5.** The
28 Anthonys supplied the collateral of the manufactured homes to obtain the Loan. They provided an
appraisal that included the interior. Their application referenced the loan and the value of the property

1 including the manufactured homes – not just for the property. Additionally, they applied to convert
2 the manufactured homes to real property in 2000. **Ex. 2.** Moreover, because the manufactured homes
3 were attached to each other, the tongue and groove removed, utilities attached, a porch, and a security
4 instrument recorded against the property, the manufactured homes qualify as permanent
5 improvements. **Ex. 5.** *Cf. Matter of Colver*, 13 B.R. 521, 524–25 (Bankr. D. Nev. 1981). The deed
6 of trust defines the secured property to include permanent improvements. **Ex. 6.** The deed of trust
7 provides for the sale of the property in the event of default. There is no dispute the Anthonys defaulted
8 in 2009. All this demonstrates the Anthonys' and the lender's intent to treat the manufactured homes
9 as real property and as collateral for the loan. The manufactured homes had been pledged as collateral,
10 as evidenced by the loan application and internal appraisal done in conjunction with the loan
11 application. The manufactured homes are also permanent improvements by the removal of the tongue
12 and groove, attachment to each other, the porch, the crawl space below the trailers, and the utilities.

13 **Ex. 6, Deed of Trust.**

14 Moreover, the UCC permitted the sale of the manufactured homes even if they were personal
15 property. Where a security agreement covers both personal and real property, a secured party may
16 proceed “[a]s to both the personal property and the real property in accordance with the rights with
17 respect to the real property, in which case the other provisions of this part do not apply.” NRS
18 104.9604(1)(b).

19 As the security instrument includes the manufactured homes as improvements, and the
20 borrowers intended the manufactured homes to be included as collateral along with the real property,
21 any claims by defendants that plaintiff must comply with the UCC are not supported by the statute.
22 Fannie Mae was the title owner with rights to the property. Fannie Mae also obtained right to
23 possession of the property via the judgment in the contested unlawful detainer action in 2012. **Ex. 11.**

24 The Anthonys entered onto Fannie Mae's Property in 2012, and remained in possession of the
25 property without consent despite having no right to be on the property. Even if the Anthonys are
26 correct that Fannie Mae did not obtain title of the second (attached) manufactured home, which Fannie
27 Mae disputes, there is no dispute Fannie Mae obtained title and possession of the other manufactured
28 home (which had been combined with the second manufactured home to create one large home) and

1 the underlying land. Yet, the Anthonys continued to enter and remain on Fannie Mae's land without
2 any right to do so. However one looks at it, there is no genuine dispute of material fact that the
3 Anthonys entered and remained on Fannie Mae's Property without the right to do so. Summary
4 judgment must be granted for Fannie Mae on its trespass cause of action.

5 **B. Fannie Mae is Entitled to Summary Judgment on the Counter Claims.**

6 As discussed in more detail below, summary judgment must be entered for Fannie Mae on the
7 Anthonys' counter-claims for violation of Article Nine of the UCC, conversion and abuse of process/
8 excessive attachment for a number of reasons.

9 First, the claims are time-barred by the applicable statute of limitations. Fannie Mae obtained
10 title via the foreclosure sale in April 2012 and a judgment of possession in November 2012. **Exs. 9,**
11 **10.** Yet, the Anthonys did not file their counter-claims until August 2017. As discussed in more detail
12 below, their claims are now too late.

13 Next, summary judgment should also be granted based on the basis of res judicata/claim
14 preclusion, laches, unclean hands and waiver. The issue as to title of the manufactured homes should
15 have been brought in Fannie Mae's unlawful detainer action. They were not. Instead, the Anthonys
16 sat on their hands and waited until after Fannie Mae filed this action to bring these claims. Equity
17 prohibits the Anthonys from recovering for any wrongdoing by Fannie Mae, especially when the
18 Anthonys were the cause of the wrongs.

19 Additionally, summary judgment should be granted as to the Anthonys' claim for damages
20 under the UCC. The UCC does not permit recovery when Fannie Mae reasonably relied on the
21 Anthonys' statements in the loan application, appraisal, manufactured home documents, and deed of
22 trust in the belief that the manufactured homes were real property and not personal property covered
23 by the UCC.

24 Finally, summary judgment should be granted for Fannie Mae as the undisputed facts show
25 that the Anthonys cannot recover on the individual claims, notwithstanding the statute of limitations
26 and equitable issues.

27 ...

28 ...

1 **1. The Statute of Limitations Bars All Counter Claims.**

2 Defendants' claims that Fannie Mae wrongfully: (1) sold the manufactured homes in violation
3 of the UCC in 2012; (2) attempted possession of the manufactured homes in 2013 and 2016 without
4 legal rights; and (3) converted title of the 1996 Fuqua to Fannie Mae from the defendants in 2015, are
5 all barred by the three year statute of limitations.¹ NRS 11.190.

6 a. **Conversion**

7 Defendants allege Fannie Mae converted the property when it attempted possession in 2013
8 and 2016 and in 2015 when it applied to have the title changed. A cause of action for conversion
9 accrues with the unauthorized sale/conversion of property. *See* N.R.S. 11.190(3)(c) and (3)(d);
10 *Palludan v. Bergin*, 375 P.2d 544, 78 Nev. 441 (1962) (action for conversion barred by the statute of
11 limitations where it was not commenced until more than three years after alleged unauthorized sale of
12 the property).

13 The conversion cause of action arose in April 2012 at the earliest and November 2012 at the
14 latest when the sale was completed and judgment of possession entered in favor of Fannie Mae. *See*
15 **Exs. 9, 10, 11.** Fannie Mae informed the defendants that it claimed title to the property and possession
16 of the premises in April 2012 when it recorded the notice of sale and the trustee's deed upon sale.
17 Defendants argue the notices did not sufficiently identify the manufactured homes as the property
18 included in the sale and thus, presumably, they did not have notice that Fannie Mae had acquired
19 possession. Defendants cannot make the same claims after Fannie Mae served a three day notice to
20 quit and started eviction proceedings. The three-day notice to quit advised defendants to vacate the
21 premises because a foreclosure sale had been completed and the borrowers now wrongfully "occupied"
22 the property. *See Ex. 14.* The notice was posted on their home and they acknowledge receipt of it.
23 *See id.* In Fannie Mae's action for eviction, defendants filed a motion in which they acknowledged
24 Fannie Mae was attempting to seek possession. Fannie Mae obtained judgment for possession in
25 November 2012. **Ex. 10.**

26
27 ¹ *See* NRS 104.9601 (attempt to obtain possession in 2013 and 2016 when not in default ¶¶40, 43), 104.9610 (acquired
28 property at private sale in 2012 ¶44), 104.9614 (failed to properly notice sale in 2012 ¶45), 104.9619 (2015 transfer
statement of the 1996 Fuqua ¶41).

1 Thus, defendants' claims premised on Fannie Mae's assertion of ownership and possession of
2 the property, including the home, accrued in November 2012 at the latest, when the judgment for
3 possession was entered in favor of Fannie Mae. **Ex. 10.** As the counter claims were not filed until
4 August 2017, the conversion claim is almost two years too late.

5 **b. UCC Violations**

6 A claim based on a statute, like the alleged violations of the UCC here, is subject to the three-
7 year statute of limitations in the absence of a specific limitation period providing otherwise. While
8 limitation periods are provided for in a number of Articles under Nevada's version of the UCC (*see*,
9 *e.g.*, NRS 104.5115, 1 year), there is no limitation period for a violation of Article 9 concerning
10 secured transactions. *See* NRS 104.9101, et seq. As such, the three-year limitation period under NRS
11 11.190(1) applies.

12 Here, all Fannie Mae's claims alleging violation of the UCC stem from the April 2012
13 foreclosure sale, or at the latest, the November 2012 judgment of possession. **Ex. 9, 10.** For instance,
14 defendants claim that Fannie Mae wrongfully attempted to take possession of the manufactured homes
15 in 2013 and 2016. (NRS 104.9601, Counter-complaint ¶¶40, 43). According to defendants, the debt
16 was extinguished in October 2012 because the foreclosure sale failed to include the manufactured
17 homes. As such, pursuant to this theory, because Fannie Mae did not obtain a deficiency judgment,
18 Fannie Mae did not have a right to the manufactured homes. Yet plaintiff obtained a judgment of
19 possession of the property (which included the manufactured homes) in 2012. **Ex. 10.** If there was a
20 violation of NRS 104.9601 in attempting to collect the property without a right to do so, assuming it
21 was not at the foreclosure sale, it was in obtaining the judgment of possession in November 2012. **Ex.**
22 **10.** Not in obtaining a writ of restitution in that action.

23 Defendants' claims that plaintiff violated the UCC by acquiring the property at a private sale
24 (104.9610, Counter-complaint ¶44), failing to properly notice the sale (104.9614, Counter-complaint
25 ¶45) and filing a statement of transfer of title of the 1996 Fuqua in 2015 (104.9619, Counter-complaint
26 ¶41) all fail for the same reasons. The sale occurred in April 2012. **Ex. 9.** The notice of sale was
27 recorded March 30, 2012. **Ex. 8.** While the transfer of title was filed in 2015, as defendants note, the
28 transfer request was premised on the ownership Fannie Mae alleged it acquired at the foreclosure sale.

1 See Ex. 13. Again, it is the foreclosure sale itself, and judgment of possession at the latest, which are
2 the alleged wrongful acts that trigger the statute of limitations. Defendants had actual knowledge that
3 Fannie Mae claimed to obtain title of the property, including the manufactured homes, in April 2012
4 and used that title to obtain possession of the property in November 2012. Assuming defendants are
5 correct and Fannie Mae was required to comply with the UCC's provisions related to personal
6 property, defendants knew, or should have known, that the sale was allegedly not proper in no later
7 than November 2012, and were required to bring their claims within 3 years, or by November 2015.
8 The Anthony's didn't plead these claims until August 2017—almost two years too late.

9 **2. Defendants' Counter Claims Are Barred By Claim Preclusion.**

10 Defendants' counterclaims are barred here because they are compulsory counter claims that
11 should have been brought in Fannie Mae's 2012 eviction action.

12 Under NRCP 13(a), a claim is compulsory "if it arises out of the transaction or occurrence that
13 is the subject matter of the opposing party's claim." The relevant consideration is whether the pertinent
14 facts of the different claims are so logically related that issues of judicial economy and fairness
15 mandate all issues be tried in one suit. *See United States v. Aquavella*, 615 F.2d 12, 22 (2d Cir. 1979).

16 Here, defendants' claims that the foreclosure sale did not include the manufactured homes are
17 logically related to Fannie Mae's 2012 action for possession of the property, specifically the
18 manufactured homes. Both claims arise out of the same transaction—the 2012 foreclosure sale. The
19 defendants allege plaintiff failed to perfect its interest in the property, failed to properly notice the sale,
20 and questioned whether the manufactured homes are sufficiently described under the security
21 instrument, the deed of trust. These counterclaims are so logically related to those in the eviction
22 action, where Fannie Mae sought to evict defendants from the manufactured home, judicial economy
23 and fairness mandates that defendants bring their counterclaims in the 2012 suit. *See Mendenhall v.*
24 *Tassinari*, 403 P.3d 364, 370–71 (Nev. 2017). But they were not.

25 Under Nevada law, claim preclusion applies where: (1) "the final judgment is valid," (2) "the
26 parties or their privies are the same in the instant lawsuit as they were in the previous lawsuit, or the
27 defendant can demonstrate that he or she should have been included as a defendant in the earlier suit
28 and the plaintiff fails to provide a good reason for not having done so," and (3) "the subsequent action

1 is based on the same claims or any part of them that were *or could have been brought* in the first case."
2 *Weddell v. Sharp*, 350 P.3d 80, 85 (Nev. 2015) (en banc) (quotation and emphasis omitted).

3 Here, there is a valid final judgment in the eviction action between Fannie Mae and defendants.
4 **See Ex. 10.** These are the exact same parties as in the instant litigation. Defendants' counter claims in
5 this lawsuit are premised on plaintiff's alleged failure to perfect its interest in the property in the
6 foreclosure sale and plaintiff's alleged wrongful attempt to obtain possession of the property without
7 first complying with the UCC. The counterclaims also allege plaintiff's underlying debt was
8 extinguished in its failure to comply with the UCC and therefore plaintiff does not have any rights to
9 the manufactured homes. Because plaintiff's eviction action sought a judicial determination that
10 Fannie Mae obtained title to and possession of the property, which it contended included the
11 manufactured homes, defendants' current claims against plaintiff clearly could have been brought in
12 that case. **See Ex. 10.**

13 It would be inequitable to allow defendants to delay bringing claims to challenge the
14 foreclosure until after Fannie Mae potentially loses any rights to collect a judgment or cure the
15 foreclosure. If the defendants had asserted their claims that the foreclosure was not proper in defense
16 of Fannie Mae's action confirming title and possession, Fannie Mae would have had an opportunity to
17 protect its rights by filing a deficiency action if necessary. Instead, plaintiffs delayed challenging the
18 foreclosure until Fannie Mae is prejudiced. *See Nevada State Bank v. Jamison Family Partnership*,
19 801 P.2d 1377, 106 Nev. 792 (1990).

20 **3. Even Assuming, Arguendo, Fannie Mae Was Required To Comply With The**
21 **UCC In The Sale Of The Property, The Anthonys Cannot Recover.**

22 NRS 104.9628 provides in pertinent part:

23 3. A secured party is not liable to any person, and a person's liability for a deficiency is
24 not affected, because of any act or omission arising out of the secured party's reasonable
25 belief that a transaction is not a consumer-goods transaction or a consumer transaction
or that goods are not consumer goods, if the secured party's belief is based on its
reasonable reliance on:

26 (a) A debtor's representation concerning the purpose for which collateral was to
be used, acquired or held; or

27 (b) An obligor's representation concerning the purpose for which a secured
obligation was incurred.

1 The comment to NRS 104.9628 provides:

2 If a secured party reasonably, but mistakenly, believes that a consumer transaction or
3 consumer-goods transaction is a non-consumer transaction or non-consumer-goods
4 transaction, and if the secured party's belief is based on its reasonable reliance on a
5 representation of the type specified in subsection (c)(1) or (c)(2), then this Article
6 should be applied as if the facts reasonably believed and the representation reasonably
7 relied upon were true. For example, if a secured party reasonably believed that a
8 transaction was a non-consumer transaction and its belief was based on reasonable
9 reliance on the debtor's representation that the collateral secured an obligation incurred
10 for business purposes, the secured party is not liable to any person, and the debtor's
11 liability for a deficiency is not affected, because of any act or omission of the secured
12 party which arises out of the reasonable belief.

13 Nev. Rev. Stat. Ann. § 104.9628, UCC Comment 2, Exculpatory Provisions (West).

14 Here, Fannie Mae reasonably believed the manufactured homes were real property for
15 purposes of the transaction. *See Exs. 2, 4, 5.* That belief was premised on the borrowers'
16 representations concerning the purpose of the loan. The manufactured homes had been connected to
17 each other and represented to the lender as one, they were affixed to the land by having a crawl space,
18 with the wheels, groove and tongue removed, and were connected to utilities. *See Exs. 2, 4, 5.* The
19 borrowers also recorded an affidavit of conversion purporting to convert the manufactured homes into
20 one piece of real property. *Ex. 2.* Moreover, the borrowers' loan application stated they were seeking
21 to refinance a loan for their home, a home they had built in 2000 for \$270,000. *See Ex. 4.* The lender
22 relied on all of these things in approving the loan.

23 Because of Fannie Mae's reasonable reliance, the disposition of the property after the default
24 should proceed as if the UCC does not apply, consistent with the comments to the UCC. Defendants
25 are not entitled to recover any damages from Fannie Mae under the statute.

26 **4. The Court Should Grant Summary Judgment in Favor of Fannie Mae on the**
27 **Conversion Claim**

28 Conversion is "a distinct act of dominion wrongfully exerted over another's personal property
in denial of, or inconsistent with his title or rights therein or in derogation, exclusion, or defiance of
such title or rights." *Wantz v. Redfield*, 74 Nev. 196, 198, 326 P.2d 413, 414 (1958). The Anthonys
cannot succeed on a claim for conversion based on the undisputed facts.

1 As described *supra*, Fannie Mae obtained title and possession of the property, including the
2 manufactured homes, through its non-judicial foreclosure proceeding, followed by an unlawful
3 detainer action. **Exs. 9, 10.** It did not convert, or wrongfully take, the property. As such, the Anthonys
4 cannot prevail on their claim for conversion.

5 **5. The Court Should Grant Summary Judgment in Favor of Fannie Mae on the**
6 **Claim For Abuse of Process/ Excessive Attachment**

7 Abuse of process is "an intentional tort that requires proof of two elements: (1) an ulterior
8 purpose for bringing a legal action other than resolving a dispute, and (2) a willful act in the use of the
9 legal process not proper in the regular conduct of the proceeding." *Las Vegas Fetish & Fantasy*
10 *Halloween Ball, Inc. v. Ahern Rentals, Inc.*, 182 P.3d 764, 767 (Nev. 2008) (citing *Posados v. City of*
11 *Reno*, 109 Nev. 448, 457, 851 P.2d 438, 444-445 (1993)).

12 In the instant case, there are no facts to establish a claim for abuse of process. Fannie Mae
13 argued in the prior unlawful detainer action that it obtained title via a foreclosure sale of the deed of
14 trust which included the manufactured homes as real property improvements. **Ex. 10.** Defendants in
15 that action had the opportunity to dispute Fannie Mae's claims. To the extent they disagreed with the
16 results, they could have appealed. They did not. The Anthonys do not present any facts demonstrating
17 Fannie Mae had an ulterior motive for bringing this action other than to resolve a valid legal dispute
18 due to the Anthony's refusal to vacate the property.

19 **VI. CONCLUSION**

20 The Court should enter summary judgment in favor of Fannie Mae on its claim against the
21 Anthonys for trespass, as well as in favor of Fannie Mae and against the Anthonys on the Anthonys'
22 counter-claims for violation of the UCC, conversion, and abuse of process/excessive attachment.

23 DATED this 26th day of April, 2019

AKERMAN LLP

24 /s/ Jamie K. Combs
25 DARREN T. BRENNER, ESQ.
26 Nevada Bar No. 8386
27 JAMIE K. COMBS, ESQ.
28 Nevada Bar No. 13088
1635 Village Center Circle, Suite 200
Las Vegas, Nevada 89134
Attorneys for Federal National Mortgage
Association

AFFIRMATION

(Pursuant to NRS 239B.030)

The undersigned does hereby affirm that the preceding **FEDERAL NATIONAL MORTGAGE ASSOCIATION'S MOTION FOR SUMMARY JUDGMENT, OR, ALTERNATIVELY, PARTIAL SUMMARY JUDGMENT** filed in this case does not contain the social security number of any person.

DATED this 26th day of April, 2019

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

Index To Exhibits

Exhibit	Description
1	Title Documents and Report of Sale Obtained from Nevada's Division of Housing
2	Affidavit of Conversion of Manufactured/ Manufactured Home to Real Property, recorded 11/22/200, Doc. #2502064
3	Promissory Note dated June 21, 2002 in the amount of \$214,400 (redacted)
4	Loan Application dated June 21, 2002 (only relevant portion attached, and redacted)
5	Property Appraisal, March 22, 2002
6	Deed of Trust, June 21, 2002
7	Notice of Default, May 2, 2011
8	Notice of Trustee Sale, March 3, 2012
9	Trustee Deed Upon Sale, April 24, 2012
10	Judgment on Motion for Judgment on the Pleadings in Civil Action 12-SCV-0936, November 20, 2012
11	Writs of Restitution Issued in 12-SCV-0936.
12	Affidavit Application for Certificate of Ownership by William Michael Anthony, October 18, 2012, Obtained from Nevada's Division of Housing
13	Affidavit, Application For Certificate of Ownership by Fannie Mae, November 15, 2015, Obtained from Nevada's Division of Housing
14	3-Day Notice to Quit, and Response
15	Certificate of Occupancy, June 21, 2002

CERTIFICATE OF SERVICE (WASHOE COUNTY)

I HEREBY CERTIFY that I am an employee of Akerman LLP, and that on this 26th day of April, 2019., I caused to be served a true and correct copy of the foregoing **FEDERAL NATIONAL MORTGAGE ASSOCIATION'S MOTION FOR SUMMARY JUDGMENT, OR, ALTERNATIVELY, PARTIAL SUMMARY JUDGMENT**, in the following manner:

(ELECTRONIC SERVICE) Pursuant to the Second Judicial District Court's efilex e-file and serve system, the above-referenced document was electronically filed on the date hereof and served through the Notice of Electronic Filing automatically generated by the Court's facilities to those parties listed on the Court's Master Service List as follows:

Michael Lehnars, Esq. 429 Marsh Avenue Reno, Nevada 89509 <i>Attorney for Patricia & William Anthony</i>	
---	--

/s/ Carla Llarena

An employee of AKERMAN LLP

FILED
Electronically
CV17-00843
2019-04-26 07:30:13 PM
Jacqueline Bryant
Clerk of the Court
Transaction # 7241244 : csulezic

EXHIBIT 1

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.

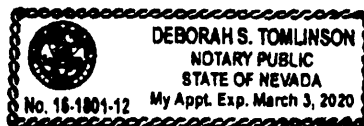
Dated this 27th day of July, 2018.

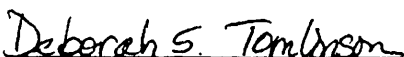
By:



Diane O'Connor, 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.






Notary Public

My Commission Expires: March 3, 2020

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 Fugua

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

10. NAME Patricia Sanburn Anthony

11. PHYSICAL LOCATION 3705 Anthony Place

Sparks Washoe NEVADA 89433
City County State 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

MH 187704

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 <u>FUQUA</u>	Series or Model Name <u>493</u>
	No. Wheels <u>16</u>
	Width <u>25 FT. 8 IN.</u>
Serial No. <u>15470</u>	Length <u>48 FT. 0 IN.</u>
Shipping Weight <u>48,150</u>	
Date of Manufacture <u>APRIL</u> MONTH	<u>1997</u> 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

(SIGN NAME)

Sales Coord
(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 <u>FUQUA</u>	Series or Model Name <u>953</u>
	No. Wheels <u>30</u>
	Width <u>38 FT. 6 IN.</u>
Serial No. <u>15233</u>	Length <u>66 FT. 8 IN.</u>
Shipping Weight <u>84,000</u>	
Date of Manufacture <u>DECEMBER</u> MONTH	<u>1996</u> 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

(SIGN NAME)

Sales Coord
(TITLE OR POSITION)

EXHIBIT 2

Exception 18

AFFIDAVIT
CONVERSION OF MANUFACTURED/MOBILE HOME TO REAL PROPERTY
NRS 361.244

COUNTY OF Washoe

PART I TO BE COMPLETED BY APPLICANT

ASSESSOR'S PARCEL # 026-021-56

MANUFACTURED/MOBILE HOME INFORMATION

1. Owner/Buyer name William M. and Patricia S. Anthony
LAND MUST BE OWNED BY THE OWNER OF THE MANUFACTURED/MOBILE HOME.
2. Physical location of manufactured/mobile home 3705 Anthony Place Sparks NV, 89433
3. Manufactured/mobile home description: Manufacturer Fuqua Model Eagle Ridge
Model Year 1997 Serial # 15233-15470 Length 66'6" Width 12'5"
4. New lienholder:
Name Union Planters Bank, National Association
Address P.O. Box 2137, Memphis, TN 38101

PART II OWNER/BUYER SIGNATURE(S)

The undersigned, as owner(s)/buyer(s) of the above described manufactured/mobile home and real property, affirm that the running gear has been removed per NRS 361.244, 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.

PERSONAL PROPERTY TAXES MUST BE PAID IN FULL FOR THE CURRENT FISCAL YEAR.

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 NEXT SUCCEEDING TAX ROLL AS REAL PROPERTY.

William M. Anthony 11/17/00
SIGNATURE-OWNER/BUYER DATE

Patricia S. Anthony 11-17-2000
SIGNATURE-OWNER/BUYER DATE

William M. Anthony 11-17-00
PRINT NAME DATE

Patricia S. Anthony 11-17-2000
PRINT NAME DATE

SIGNATURE-OWNER/BUYER

SIGNATURE-OWNER/BUYER

PRINT NAME

PRINT NAME

On November 17th 2000, before me the undersigned, a Notary Public, in and for the State of Nevada, County of Washoe
personally appeared William M. Anthony and Patricia S. Anthony
who acknowledged that he executed this affidavit.

J. Williams Notary Public

J. WILLIAMS
Notary Public

WHEN RECORDED MAIL TO Stewart Title of
Northern Nevada - 1070 Caughlin
Crossing, Reno, NV 89509
RECORDER'S USE ONLY

DOC # 2502064

11/22/2000 04:02P Fee: 7.00

BK1

Requested By

STEWART TITLE OF NORTHERN NEVADA

Washoe County Recorder

Kathryn L. Burke - Recorder

Pg 1 of 1 RPTT 0.00



DISTRIBUTION:
ORIGINAL TO MANUFACTURED HOUSING DIV.
COPY TO LIENHOLDER OF OWNER/BUYER
rev 01/00

AFFIDAVIT

CONVERSION OF MANUFACTURED/MOBILE HOME TO REAL PROPERTY

NRS 381.244

COUNTY OF Washoe

PART I TO BE COMPLETED BY APPLICANT

ASSESSOR'S PARCEL # 026-021-56

MANUFACTURED/MOBILE HOME INFORMATION

1. Owner/Buyer name William M. and Patricia S. Anthony
LAND MUST BE OWNED BY THE OWNER OF THE MANUFACTURED/MOBILE HOME
2. Physical location of manufactured/mobile home 3705 Anthony Place Sparks NV, 89433
3. Manufactured/mobile home description: Manufacturer Equus Model Equus Ridge
Model Year 1997 Serial # 5470 Length 66'8" Width 10'5"
4. New lienholder:
Name Union Planters Bank, National Association
Address P.O. Box 2137, Memphis, TN 38101

PART II OWNER/BUYER SIGNATURE(S)

The undersigned, as owner(s)/buyer(s) of the above described manufactured/mobile home and real property, that the running gear has been removed per NRS 381.244, 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.

PERSONAL PROPERTY TAXES MUST BE PAID IN FULL FOR THE CURRENT FISCAL YEAR.

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 NEXT SUCCEEDING TAX ROLL AS REAL PROPERTY.

William M. Anthony 11/17/00
SIGNATURE-OWNER/BUYER DATE

Patricia S. Anthony 11-17-2000
SIGNATURE-OWNER/BUYER DATE

William M. Anthony 11-17-00
PRINT NAME DATE

Patricia S. Anthony 11-17-2000
PRINT NAME DATE

SIGNATURE-OWNER/BUYER DATE

SIGNATURE-OWNER/BUYER DATE

PRINT NAME DATE

PRINT NAME DATE

On November 17th, 2000, before me the undersigned, a Notary Public, in and for the State of Nevada, County of Washoe, personally appeared William M. Anthony and Patricia S. Anthony, who acknowledged that they executed this affidavit.

J. WILLIAMS
Notary Public
6-16-2001

WHEN RECORDED MAIL TO Stewart Title Co
Northern Nevada - 1011 Laughlin
Crossing, Reno, NV 89509
RECORDER'S USE ONLY

DOC # 2502064
11/22/2000 04:00P Fee: 7.00

Requester By
STEWART TITLE OF NORTHERN NEVADA
Stewart County Recorder
KATHLEEN L. WILSON - Recorder

DISTRIBUTION:
ORIGINAL TO MANUFACTURED HOUSING DIV.
COPY TO LIENHOLDER OF OWNER/BUYER
nw 01/00

Description: Washoe, NV Document-DocID 2064 Page: 1 of 1
Order: last document

EXHIBIT 3

NOTE

MIN #: [REDACTED] 278-9

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. \$ 214,400.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is CAPITOL COMMERCE 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."



[REDACTED] 5699 N 001 001

12591 35747 C30-PP

MULTISTATE FIXED RATE NOTE — Single Family — Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
DRAW.MX.CVL.FIX.NOTE.1.WPF (0101DOCS\NOTES\CVL\MXFF3200.FIX)

LOAN NO: [REDACTED] 278
Form 3200 1/01
(page 1 of 3 pages)

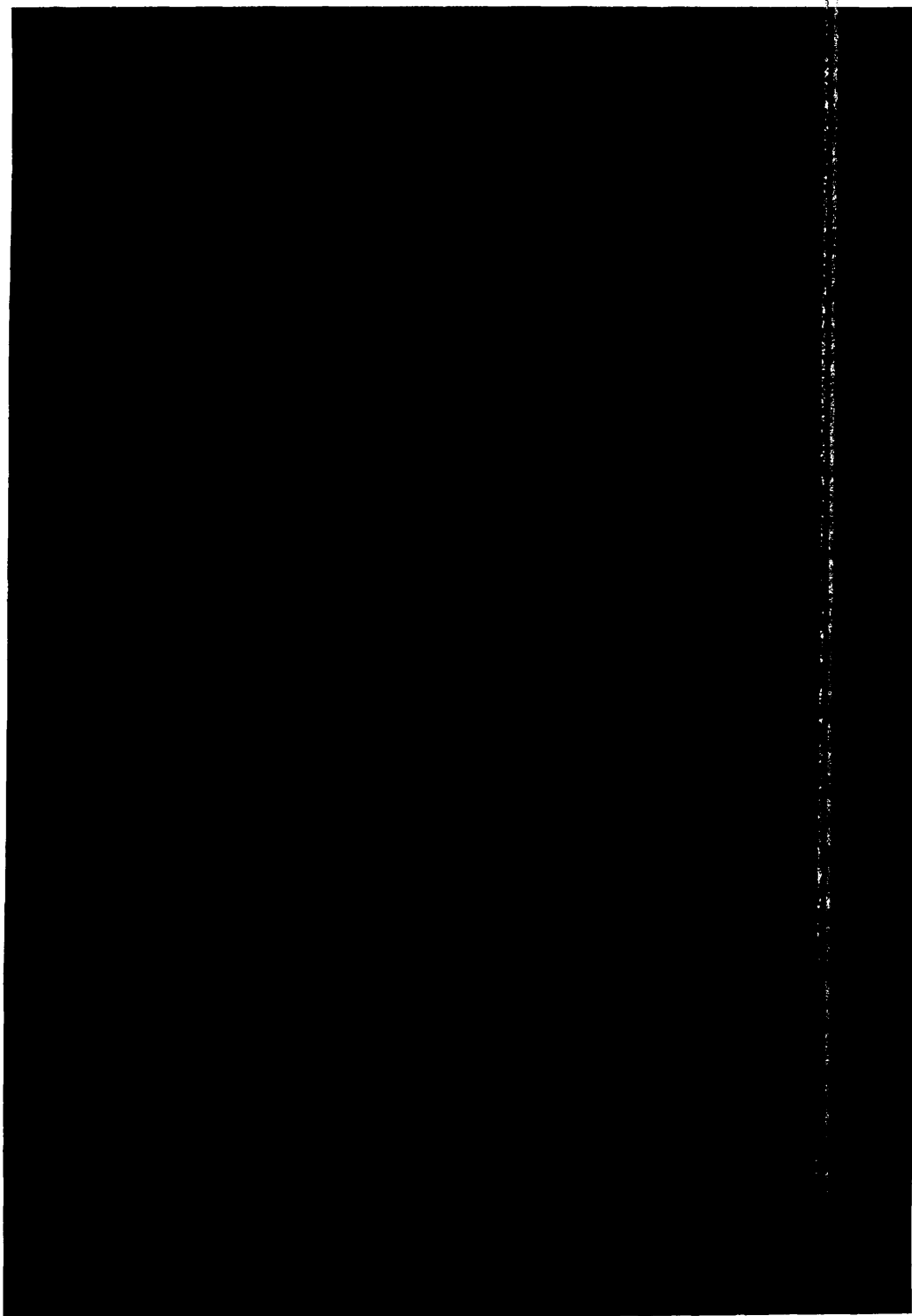
(page 2 of 3 pages)

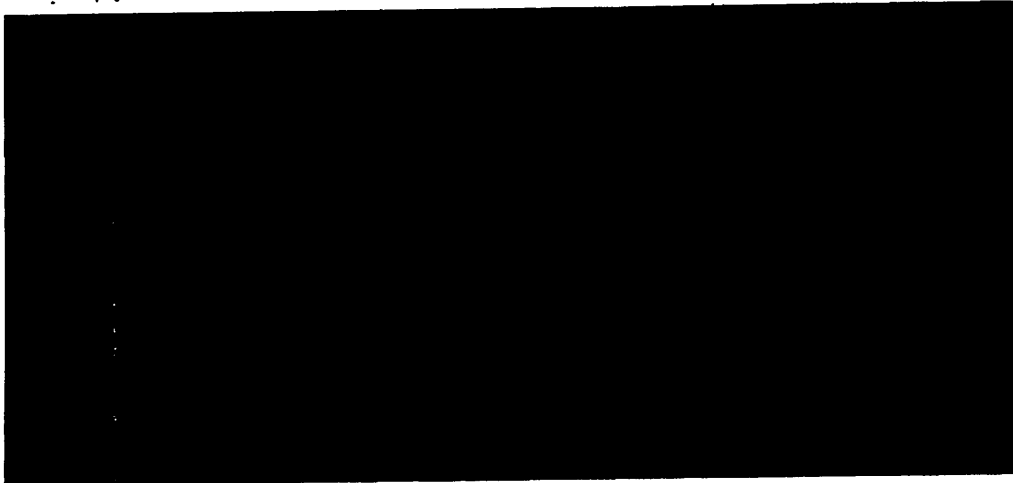
Form 3200 1/01

LOAN NO: 278

MULTISTATE FIXED RATE NOTE - Single Party - Kwikie Mac Uniform Instrument
DRAWING: CIVL.FIX.NOTE.2.WPF (0101DOC\$NOTES\CIVL\MXX\F3200.FIX)

12591 35/47 C30-FF





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]

PAY TO THE ORDER OF

WITHOUT RECOURSE
COUNTRYWIDE HOME LOANS, INC.

BY Fatmira Celmeto
FATMIRA CELMETO
ASSISTANT SECRETARY

MIN# [REDACTED] 278-9

12591 35747 C30-FY
MULTISTATE FIXED RATE NOTE -- Single Family -- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
DRAW.MX.CVL.FIX.NOTE.3.WPF (0101DOCS\NOTES\CVL\NOC\F3200.FIX)

LOAN NO: [REDACTED] 278
Form 3200 1/01
(page 3 of 3 pages)

10/10/2011 10:10:10 AM
10/10/2011 10:10:10 AM
10/10/2011 10:10:10 AM
10/10/2011 10:10:10 AM
10/10/2011 10:10:10 AM

PAY TO THE ORDER OF
COUNTRYWIDE HOME LOANS, INC.
WITHOUT RECOURSE
CAPITOL COMMERCE MORTGAGE CO.
A CALIFORNIA CORPORATION
ANGEL MAYHEW, Assistant Secretary

EXHIBIT 4

Uniform Residential Loan Application

This application is designed to be completed by the applicant(s) with the Lender's assistance. Applicants should complete this form as "Borrower" or "Co-Borrower," as applicable. Co-Borrower information must also be provided (and the appropriate box checked) when ☒ the income or assets of a person other than the "Borrower" (including the Borrower's spouse) will be used as a basis for loan qualification or ☐ the income or assets of the Borrower's spouse will not be used as a basis for loan qualification, but his or her liabilities must be considered because the Borrower resides in a community property state, the security property is located in a community property state, or the Borrower is relying on other property located in a community property state as basis for repayment of the loan.

I. TYPE OF MORTGAGE AND TERMS OF LOAN

Mortgage Applied for: ☐ V.A. ☒ Conventional ☐ Other: Agency Case Number: Lender Code Number: 2278

Amount: \$ 214,400.00 Interest Rate: No. of Months:

II. PROPERTY INFORMATION AND PURPOSE OF LOAN

Subject Property Address (street, city, state, ZIP): 3705 ANTHONY PLACE, SUN VALLEY, NV 89433 No. of Units: 2

Legal Description of Subject Property (attach description if necessary): Year Built: 1999

Purpose of Loan: ☐ Purchase ☐ Construction ☐ Other (explain): ☒ Refinance ☐ Construction-Permanent Property will be: ☒ Primary Residence ☐ Secondary Residence ☐ Investment

Complete this line if construction or construction-permanent loan.

Year Acquired: Original Cost: Amount Existing Liens: 1a) Present Value of Lot: 1b) Cost of Improvements: Total (a + b):

Complete this line if this is a refinance loan.

Year Acquired: Original Cost: Amount Existing Liens: Purpose of Refinance: Describe Improvements: ☐ made ☐ to be made

2000 \$ 270,000.00 \$ 212,425.00 REFI NO CASH OUT Cost: \$ 0.00

Title will be held in what Name(s): WILLIAM M. ANTHONY AND PATRICIA S. ANTHONY Manner in which Title will be held: JTWROS

Source of Down Payment, Settlement Charges and/or Subordinate Financing (explain): Estate will be held in: ☒ Fee Simple ☐ Leasehold (show expiration date)

III. BORROWER INFORMATION

Borrower's Name (include Jr. or Sr. if applicable): WILLIAM M. ANTHONY Co-Borrower's Name (include Jr. or Sr. if applicable): PATRICIA S. ANTHONY

Social Security Number: Home Phone (incl. area code): Age: Yrs. School: Social Security Number: Home Phone (incl. area code): Age: Yrs. School:

☒ Married ☐ Unmarried (include single, divorced, widowed) Dependents (not listed by Co-Borrower) no. ages: ☒ Married ☐ Unmarried (include single, divorced, widowed) Dependents (not listed by Borrower) no. ages:

☐ Separated ☐ Separated 0 1

Present Address (street, city, state, ZIP): ☒ Own ☐ Rent 2 No. Yrs. Present Address (street, city, state, ZIP): ☒ Own ☐ Rent 2 No. Yrs.

3705 ANTHONY PLACE SPARKS, NV. 89433 3705 ANTHONY PLACE SPARKS, NV. 89433

If residing at present address for less than two years, complete the following:

Former Address (street, city, state, ZIP): Former Address (street, city, state, ZIP): ☐ Own ☐ Rent No. Yrs.

Former Address (street, city, state, ZIP): ☐ Own ☐ Rent No. Yrs.

Former Address (street, city, state, ZIP): ☐ Own ☐ Rent No. Yrs.

IV. EMPLOYMENT INFORMATION

Name & Address of Employer: ☐ Self Employed Yrs. on this job: 20 yrs, 6 mos Name & Address of Employer: ☐ Self Employed Yrs. on this job: 15 yrs, 6 mos

TRINITY HOMES, INC. 2900 CLEAR ACRE LANE, SUITE E RENO, NV 89512 Yrs. employed in this line of work/profession: 27.00 TRINITY HOMES INC. 2900 CLEAR ACRE LANE, SUITE E RENO, NV 89512 Yrs. employed in this line of work/profession: 30.00

Position/Title/Type of Business: Business Phone (incl. area code): Position/Title/Type of Business: Business Phone (incl. area code):

GENERAL MANAGER/REAL ESTATE MARKETING MANAGER/REAL ESTATE

If employed in current position for less than two years or if currently employed in more than one position, complete the following:

Name & Address of Employer: ☐ Self Employed Dates (from - to): Name & Address of Employer: ☐ Self Employed Dates (from - to):

Monthly Income: Monthly Income:

Position/Title/Type of Business: Business Phone (incl. area code): Position/Title/Type of Business: Business Phone (incl. area code):

Name & Address of Employer: ☐ Self Employed Dates (from - to): Name & Address of Employer: ☐ Self Employed Dates (from - to):

Monthly Income: Monthly Income:

Position/Title/Type of Business: Business Phone (incl. area code): Position/Title/Type of Business: Business Phone (incl. area code):

Name & Address of Employer: ☐ Self Employed Dates (from - to): Name & Address of Employer: ☐ Self Employed Dates (from - to):

Monthly Income: Monthly Income:

Position/Title/Type of Business: Business Phone (incl. area code): Position/Title/Type of Business: Business Phone (incl. area code):

Name & Address of Employer: ☐ Self Employed Dates (from - to): Name & Address of Employer: ☐ Self Employed Dates (from - to):

Monthly Income: Monthly Income:

Position/Title/Type of Business: Business Phone (incl. area code): Position/Title/Type of Business: Business Phone (incl. area code):

Name & Address of Employer: ☐ Self Employed Dates (from - to): Name & Address of Employer: ☐ Self Employed Dates (from - to):

Monthly Income: Monthly Income:

Position/Title/Type of Business: Business Phone (incl. area code): Position/Title/Type of Business: Business Phone (incl. area code):

Name & Address of Employer: ☐ Self Employed Dates (from - to): Name & Address of Employer: ☐ Self Employed Dates (from - to):

Monthly Income: Monthly Income:

Position/Title/Type of Business: Business Phone (incl. area code): Position/Title/Type of Business: Business Phone (incl. area code):

Name & Address of Employer: ☐ Self Employed Dates (from - to): Name & Address of Employer: ☐ Self Employed Dates (from - to):

Monthly Income: Monthly Income:

Position/Title/Type of Business: Business Phone (incl. area code): Position/Title/Type of Business: Business Phone (incl. area code):

Name & Address of Employer: ☐ Self Employed Dates (from - to): Name & Address of Employer: ☐ Self Employed Dates (from - to):

Monthly Income: Monthly Income:

Position/Title/Type of Business: Business Phone (incl. area code): Position/Title/Type of Business: Business Phone (incl. area code):

Name & Address of Employer: ☐ Self Employed Dates (from - to): Name & Address of Employer: ☐ Self Employed Dates (from - to):

Monthly Income: Monthly Income:

EXHIBIT 5



APPRAISAL OF REAL PROPERTY

LOCATED AT:

3705 ANTHONY PLACE
LOT 4 PARCEL MAP 2908
SPARKS, NV 89433

FOR:

UNION PLANTERS
3229 CRANBERRY HIGHWAY
BUZZARDS BAY, MA 02532

AS OF:

MARCH 22ND 2002

BY:

MARK B. RASMUSSEN

This Appraisal conforms to one of the following definitions:

- ☒ **Complete Appraisal**
The act or process of estimating value, or an estimate of value, performed without invoking the Departure Provision.
- ☐ **Limited Appraisal**
The act or process of estimating value, or an estimation of value, performed under and resulting from invoking the Departure Provision.

☐ **Self Contained Report**
A written report prepared under Standards Rule 2-2(A) of a complete or limited appraisal performed under Standard 1.

☒ **Summary Report**
A written report prepared under Standards Rule 2-2(B) of a complete or limited appraisal performed under Standard 1.

☐ **Restricted Report**
A written report prepared under Standards Rule 2-2(C) of a complete or limited appraisal performed under Standard 1.

Comments on Appraisal and Report Identification
 Note any departures from Standards Rules 1-2, 1-3, 1-4, plus any USPAP-related issues requiring disclosure:

UNIFORM RESIDENTIAL APPRAISAL REPORT

Property Description
 Property Address 3705 ANTHONY PLACE City SPARKS State NV Zip Code 89433
 Legal Description LOT 4 PARCEL MAP 2908 County WASHOE
 Assessor's Parcel No. 026-021-56 Tax Year 2001 R.E. Taxes \$ 401.66 (*A) Special Assessments \$ 0.00
 Borrower ANTHONY, WILLIAM & PATRICIA Current Owner ANTHONY, WILLIAM & PATRICIA Occupant ☒ Owner ☐ Tenant ☐ Vacant
 Property rights appraised ☒ Fee Simple ☐ Leasehold Project Type ☐ PUD ☐ Condominium (HUDVA only) HOA \$ N/A M/o.
 Neighborhood or Project Name N/A Map Reference 30 Census Tract 17
 Sale Price \$ REFI Date of Sale N/A Description and amount of loan charges/concessions to be paid by seller N/A
 Lender/Client IVY MORTGAGE Address 3229 CRANBERRY HIGHWAY, BUZZARDS BAY, MA 02532
 Appraiser MARK B. RASMUSSEN Address 316 CALIFORNIA AVE. #266, RENO, NV 89509

Location ☐ Urban ☒ Suburban ☐ Rural
 Built up ☐ Over 75% ☒ 25-75% ☐ Under 25%
 Growth rate ☐ Rapid ☒ Stable ☐ Slow
 Property values ☐ Increasing ☒ Stable ☐ Declining
 Demand/supply ☐ Shortage ☒ In balance ☐ Over supply
 Marketing time ☒ Under 3 mos. ☐ 3-6 mos. ☐ Over 6 mos.

Predominant occupancy
☒ Owner 95
☒ Tenant 5
☐ Vacant (0-5%)
☐ Vac. (over 5%)

Single family housing
 PRICE (\$000) 115 Low 0
 AGE (yrs) 450 High 40
☒ Predominant

Present land use %
 One family 60
 2-4 family 15
 Multi-family 5
 Commercial 20
 VACANT 20

Land use change
☐ Not likely ☐ Likely
☒ In process
 To: VACANT TO SFR

Notes: Race and the racial composition of the neighborhood are not appraisal factors.
 Neighborhood boundaries and characteristics: BOUNDED BY HWY 395-WEST, OPEN SPACE-EAST, EL RANCHO DRIVE NORTH, NORTH MCCARRAN BLVD.-SOUTH, PREDOMINANTLY 2-STORY TRACT CUSTOM SFR'S AND SOME CONDOMINIUMS.
 Factors that affect the marketability of the properties in the neighborhood (proximity to employment and amenities, employment stability, appeal to market, etc.):
 THE SUBJECT MARKET AREA IS NORTH EAST OF DOWNTOWN RENO AND UNR AND IS AN AREA OF PREDOMINANTLY 2 STORY TRACT AND CUSTOM SFR'S AND SOME CONDOMINIUMS. THE SFR'S ARE OF AVERAGE TO VERY GOOD QUALITY, AND OF COMPATIBLE STYLES, AGES, AMENITIES AND QUALITY. THE SUBJECT MARKET AREA ENJOYS GOOD MARKETABILITY AND DEMAND DUE TO ITS CLOSE PROXIMITY TO ALL GOODS, SERVICES, EMPLOYMENT CENTERS, PUBLIC TRANSPORTATION, SCHOOLS, RECREATION FACILITIES AND FREEWAY ACCESS.
 Market conditions in the subject neighborhood (including support for the above conclusions related to the trend of property values, demand/supply, and marketing time - such as data on competitive properties for sale in the neighborhood, description of the prevalence of sales and financing concessions, etc.):
 THE RENO/SPARKS AREA HAS ENJOYED OVERALL STABILITY OF PRICES OVER THE PAST FEW YEARS. DEMAND IS IN BALANCE WITH SUPPLY. FINANCING HAS BEEN DIVIDED BETWEEN GOVERNMENT AND CONVENTIONAL LOANS WITH NO SPECIAL CONDITIONS, CONCESSIONS, OR BUY DOWNS KNOWN.

Project Information for PUDs (if applicable) -- Is the developer/builder in control of the Home Owners' Association (HOA)? ☐ Yes ☐ No N/A
 Approximate total number of units in the subject project N/A Approximate total number of units for sale in the subject project N/A
 Describe common elements and recreational facilities: THE SUBJECT IS NOT IN A PUD.

Dimensions 163 X 237 X 184 X 154 FT.
 Site area .735 ACRE Corner Lot ☒ Yes ☐ No
 Specific zoning classification and description MDS (ALLOWS FOR MH .33 AC MIN)
 Zoning compliance ☒ Legal ☐ Legal nonconforming (Grandfathered use) ☐ Illegal ☐ No zoning
 Highest & best use improved: ☒ Present use ☐ Other use (explain)

Utilities Public Other
 Electricity ☒ Street ASPHALT ☒ Public Private
 Gas ☒ Curbs/gutter CONCRETE ☒
 Water ☒ Sidewalk NONE ☐
 Sanitary sewer ☒ Street lights NONE ☐
 Storm sewer ☒ Alley NONE ☐

Topography LEVEL & UPSLOPE
 Size LARGER THAN TYPICAL
 Shape MOSTLY RECTANGULAR
 Drainage ADEQUATE
 View GOOD MTN & GOLF CRSE
 Landscaping NONE
 Driveway Surface ASPHALT
 Apparent easements NONE APPARENT/PUE
 FEMA Special Flood Hazard Area ☐ Yes ☒ No
 FEMA Zone X Map Date 09/94
 FEMA Map No. 32031C-2984/E

Comments (apparent adverse easements, encroachments, special assessments, side areas, illegal or legal nonconforming zoning use, etc.): ZONE X DOES NOT REQUIRE FLOOD INSURANCE. NO VISIBLE ADVERSE EASEMENTS, ENCROACHMENTS OR CONDITIONS WERE NOTED. TITLE REPORT NOT REVIEWED.

GENERAL DESCRIPTION
 No. of Units ONE Foundation PIER
 No. of Stories ONE Exterior Walls MASONITE
 Type (Det./Att.) DETACHED Roof Surface COMP SHINGL
 Design (Style) MANUFACTRD Gutters & Dwnspl. ADQOT O.H.
 Existing/Proposed EXISTING Window Type VINYL DBLPN
 Age (Yrs.) 3 Storm/Screen SCREENS
 Effective Age (Yrs.) 3 Manufactured House YES

FOUNDATION
 Slab NO
 Crawl Space YES
 Basement NO
 Sump Pump NO
 Dampness NONE NOTED
 Settlement NONE NOTED
 Infestation NONE NOTED

BASEMENT
 Area Sq. Ft. 0
 % Finished N/A
 Ceiling N/A
 Walls N/A
 Floor N/A
 Outside Entry N/A

INSULATION
 Roof ☐
 Ceiling R-38 ☒
 Walls R-21 ☒
 Floor R-33 ☒
 None ☐
 Unknown ☒

ROOMS
 Foyer 1
 Living 1
 Dining 1
 Kitchen 2
 Den 1
 Family Rm. 1
 Rec. Rm. 1
 Bedrooms 7
 Baths 4
 Laundry 1
 Other 1
 Area Sq. Ft. 3,798

Finished area above grade contains: 13 Rooms; 7 Bedroom(s); 4 Bath(s); 3,798 Square Feet of Gross Living Area

INTERIOR Materials/Condition
 Floors CPT/VINYL-GOOD Type 3-FAU Refrigerator ☒ None ☐
 Walls DRYWALL -GOOD Fuel NATGAS Range/Oven ☒ Stairs ☐
 Trim/Finish MOOD -GOOD Condition NEW Disposal ☒ Drop Stair ☐
 Bath Floor VINYL -GOOD COOLING NONE Dishwasher ☒ Scurtle ☐
 Bath Wainscot FIBERGLASS-GOOD Central NONE Fan/Hood ☒ Floor ☐
 Doors HC WOOD -GOOD Other NONE Microwave ☒ Heated ☐
 Condition N/A Washer/Dryer ☐ Finished ☐

AMENITIES
 Fireplace(s) # ☐
 Patio ☐
 Deck 96' CVD ☒
 Porch ☐
 Fence ☐
 Pool ☐

CAR STORAGE: OPEN
 Garage ☐ # of cars
 Attached ☐
 Detached ☐
 Built-in ☐
 Carport ☐
 Driveway 6+

Additional features (special energy efficient items, etc.): S/P HAS FULLY INSULATED 2X6 CNSTRCTN, SPA TUB IN MASTER BATH, 3 SKYLIGHTS, UPGRADED CARPETS AND APPLIANCES, VAULTED CEILINGS, 2 KITCHENS (CONTINUED)
 Condition of the improvements, depreciation (physical, functional, and external), repairs needed, quality of construction, remodeling/additions, etc.: THE S/P HAS A FUNCTIONAL FLOOR PLAN WITH NORMAL PHYSICAL DEPRECIATION. NO FUNCTIONAL OBSOLESCENCE NOTED. THE S/P EXPERIENCES SOME EXTERNAL OBSOLESCENCE (BUSY STREET). THE SUBJECT IS RATED AT EXCELLENT QUALITY MFG HOUSING CONSTRUCTION WITH AN ESTIMATED 70 YEAR TOTAL ECONOMIC LIFE AND 67 YRS. REMAINING ECONOMIC LIFE.
 Adverse environmental conditions (such as, but not limited to, hazardous wastes, toxic substances, etc.) present in the improvements, on the site, or in the immediate vicinity of the subject property: NO ADVERSE ENVIRONMENTAL CONDITIONS WERE NOTED AT THE TIME OF INSPECTION.

UNIFORM RESIDENTIAL APPRAISAL REPORT

File No.

ESTIMATED SITE VALUE 735 ACRES = \$ 85,000
 ESTIMATED REPRODUCTION COST-NEW OF IMPROVEMENTS:
 Dwelling 3,798 Sq. Ft. @ \$ 49.00 = \$ 182,304
 FOUNDATION Sq. Ft. @ \$ = 5,000
 CVD DECK = 1,500
 Garage/Carport Sq. Ft. @ \$ =
 Total Estimated Cost New = \$ 188,804
 Less Physical Functional External
 Depreciation 5,664 = \$ 5,664
 Depreciated Value of Improvements = \$ 183,140
 As-Is Value of Site Improvements INC. ABOVE = \$
 INDICATED VALUE BY COST APPROACH = \$ 268,140

Comments on Cost Approach (such as, source of cost estimate, site value, square foot calculation and for HUD, VA and FmHA, the estimated remaining economic life of the property): SEE ATTACHED DIAGRAM FOR GLA. COST BASIS: MARSHALL-SWIFT COST HANDBOOK ABOVE GRADE GLA ADJUSTMENT \$30/S.F. BELOW GRADE GLA ADJUSTMENT (BASEMENTS) \$30/S.F. ROOM COUNT ADJUSTMENT \$2,000 PER BATHROOM. NO ECONOMIC OBSOLESCENCE NOTED BY APPRAISER. VALUE IS NOT BASED ON A PRESCRIBED DOLLAR AMOUNT. THE S/P IS A 1998 FUQUA/GOLDEN EAGLE MFG HOME HUD #1'S IDA103273 & IDA103274 AND A 1998 FUQUA/DESERT POINTE MFG HOME HUD #1'S.

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	3705 ANTHONY PLACE APN #26-021-56	2930 SCOTTSDALE ROAD APN #26-562-21	2710 SCOTTSDALE ROAD APN #26-031-28	725 ARIUS COURT APN #003-451-09
Proximity to Subject	0.59 miles	0.79 miles	2.19 miles (*B)	
Sales Price	\$ 280,000	\$ 230,000	\$ 330,000	
Price/Gross Living Area	\$ 99.93/Sq. Ft.	\$ 83.03/Sq. Ft.	\$ 87.26/Sq. Ft.	
Data and/or Verification Source	INSPECTION PUBLIC RECORD DOC #2607334	MLS / PUBLIC RECORD DOC #2579324	MLS / PUBLIC RECORD DOC #2564652	
VALUE ADJUSTMENTS	DESCRIPTION +(-)\$ Adjust.	DESCRIPTION +(-)\$ Adjust.	DESCRIPTION +(-)\$ Adjust.	
Sales or Financing Concessions	CONVENTIONAL DOM = 4	CONVENTIONAL DOM = 225	CONVENTIONAL DOM = 859	
Date of Sale/Time	10-19-2001	07-27-2001	06-18-2001	
Location	AVERAGE	AVERAGE	GOOD	
Leasehold/Free Simple	FEE	FEE	FEE	
Site	.735 ACRE +10,000	.25 ACRE (*C) +10,000	.39 ACRE (*C) +10,000	
View	GOOD MTN/GLF XINT CITY (*C) -20,000	GD CTY/MTN	VG CTY/MTN (*C) -10,000	
Design and Appeal	MANUFACTURED 2-STORY/GD	2-STORY/GD	2-STORY/AVG.	
Quality of Construction	XINT MFG AVERAGE+ (*D) -38,000	AVERAGE+ (*D)	GOOD (*D) -38,000	
Age	3	4	10	
Condition	GOOD	GOOD	GOOD	
Above Grade Room Count	Total: Bdrms: Baths 13 7 4	Total: Bdrms: Baths 8 5 3	Total: Bdrms: Baths 10 5 3	
Gross Living Area	3,798 Sq. Ft. +29,880	2,770 Sq. Ft. +30,840	3,782 Sq. Ft.	
Basement & Finished Rooms Below Grade	NONE INC. IN GLA (*E) N/A	INC. IN GLA (*E) N/A	NONE 0	
Functional Utility	AVERAGE	AVERAGE	AVERAGE	
Heating/Cooling	3-FAU/NONE	FAU/CAC (*F) -3,500	FAU/NONE	
Energy Efficient Items	INSUL, DBLWDS	INSUL/DBLWDS	INSUL, DBLWDS	
Garage/Carport	OPEN	G-2+ATT (*G) -10,000	G-2+BLTIN (*G) -14,000	
Porch, Patio, Deck, Fireplace(s), etc.	CVD PORCH SUNRM, CVPT (*H) -8,000 CNTVAC, SEC (*H) -5,000	CVEAT, DK (*H) -3,000	CVPRCH, PAT (*H) -3,000 2-FPL (*H) -5,000	
Fence, Pool, etc.	NONE	FNC, FULLNDSCE -8,000	FNC, GD LNDSCP -10,000	
EXTRAS	2 KITCHENS	2 KITCHENS	LG DECK (*H) +5,000	
Net Adj. (Total)	+ \$ 11,620	+ \$ 32,840	+ \$ 67,000	
Adjusted Sales Price of Comparable	\$ 268,380	\$ 262,840	\$ 263,000	

Comments on Sales Comparison (including the subject property's compatibility to the neighborhood, etc.): ALL OF THE COMPARABLES ARE LARGER THAN TYPICAL SITE/STICK BUILT SFR'S OF SIMILAR QUALITY AND FUNCTIONAL UTILITY, AS THE SUBJECT, TAKEN FROM THE NORTH RENO/SPARKS MARKET AREA. MOST WEIGHT GIVEN TO COMP #1 AS IT IS THE MOST SIMILAR OVERALL (IN-LAW WITH SEPARATE KITCHEN) AND THE MOST RECENT SALE. THERE WERE NO SALES OF MFG HOMES FOUND THAT WERE ANYWHERE NEAR THE SIZE AND QUALITY OF THE SUBJECT. (SEE ADDENDUM). THE SUBJECT IS CONSIDERED AT THE HIGHER END OF VALUE FOR THE MARKET AREA. THIS IS A COMPLETE SUMMARY REPORT.

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Date, Price and Date Source, for prior sales within year of appraisal	NONE	NONE KNOWN	NONE KNOWN	NONE KNOWN

Analysis of any current agreement of sale, option, or listing of subject property and analysis of any prior sales of subject and comparables within one year of the date of appraisal: THE SUBJECT PROPERTY IS NOT CURRENTLY UNDER CONTRACT OF SALE AND HAS NOT BEEN LISTED FOR SALE OVER THE PAST YEAR. NO PERSONAL PROPERTY WAS INCLUDED IN THE FINAL OPINION OF VALUE.

INDICATED VALUE BY SALES COMPARISON APPROACH \$ 268,000

INDICATED VALUE BY INCOME APPROACH (If Applicable) Estimated Market Rent \$ N/A /Mo. x Gross Rent Multiplier N/A = \$

This appraisal is made ☒ "as is" ☐ subject to the repairs, alterations, inspections or conditions listed below ☐ subject to completion per plans & specifications. Conditions of Appraisal: THE OPINION OF VALUE IS MADE "AS IS" AND NOT SUBJECT TO ANY REPAIRS, ADDITIONS, MODIFICATIONS, OR ADDITIONS. THE DATES OF SALE ARE THE CLOSING DATES.

Final Reconciliation: THE SALES COMPARISON APPROACH IS BELIEVED TO BE THE BEST SUITED FOR THE APPRAISAL OF MFG HOMES. THE COST APPROACH IS GIVEN EQUAL WEIGHT IN SUPPORT OF THE FINAL OPINION OF VALUE IN COMPLIANCE WITH HUD 4150.1 REV 1, 2-5, 6-1 E & 6-14. THE INCOME APPROACH IS NOT APPLICABLE OR NECESSARY.

The purpose of this appraisal is to estimate the market value of the real property that is the subject of this report, based on the above conditions and the certification, contingent and limiting conditions, and market value definition that are stated in the attached Freddie Mac Form 439/FNMA form 1004B (Revised 6/93).

(WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE REAL PROPERTY THAT IS THE SUBJECT OF THIS REPORT, AS OF 11-10-2001

(WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE \$ 268,000

APPRaiser: MARK B. RASMUSSEN SUPERVISORY APPRAISER (ONLY IF REQUIRED):
 Signature: *Mark B. Rasmussen* Signature: _____
 Name: MARK B. RASMUSSEN Name: _____
 Date Report Signed: NOVEMBER 10TH 2001 Date Report Signed: _____
 State Certification # 00797 State: NV State Certification # _____
 Or State License # _____ Or State License # _____

Supplemental Addendum

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Fig No.

Borrower/Client ANTHONY, WILLIAM & PATRICIA			
Property Address 3705 ANTHONY PLACE			
City SPARKS	County WASHOE	State NV	Zip Code 89433
Lender IVY MORTGAGE			

ADDITIONAL FEATURES CONTINUED:

THE S/P HAS 3/4" DUAL PANE LOW E VINYL SLIDE WINDOWS, JENAIRE DOWNDRAFT/ISLAND RANGE, 6 PANEL DOORS, 3-FAU UNITS, 3-H/W HEATERS, 200 AMP ELECTRICAL SERVICE, OAK CABINETS THROUGHOUT, MINI BLINDS THROUGHOUT, 1-8' ROUND WINDOWS, PORCELAIN SINKS, TILE BACK SPLASHES, GARDEN TUB IN THE MASTER BATH AND IS IN NEW CONDITION.

THE SUBJECT IS ATYPICAL AS IT IS A VERY LARGE/EXCELLENT QUALITY MFG HOME IN A MARKET AREA OF PREDOMINANTLY CUSTOM BUILT AND TRACT SITE/STICK BUILT SFR'S, IMMEDIATELY SOUTH OF SUN VALLEY. THE SUBJECT ALSO HAS A SITE SIZE MORE THAN DOUBLE THE TYPICAL SITE SIZE FOR THE AREA AND HAS THE POTENTIAL OF DIVISION INTO TWO SITES.

SOME OF THE SINGLE LINE, NET AND GROSS ADJUSTMENTS EXCEED THE FNMA GUIDELINES OF 10%, 15% AND 25% RESPECTIVELY, PRIMARILY BECAUSE OF THE SUPERIOR SITE SIZE AND VALUE OF THE SUBJECT SITE AND THE LARGE DIFFERENCE IN GLA BETWEEN THE SUBJECT AND THE COMPARABLES. THE SUPERIOR GLA IS LARGELY OFFSET BY BASEMENTS THAT HAVE BEEN ADAPTED TO GLA.

(*A) THE CURRENT TAXES ARE FOR AN IMPROVED PARCEL OF LAND BUT WILL BE REAPPRAISED AND A SUPPLEMENTAL TAX BILL ISSUED, SUBSEQUENT TO THE CONVERSION OF THE SUBJECT TO REAL PROPERTY.

(*B) THE DISTANCE, OF THIS COMPARABLE, EXCEEDS 1 MILE AND WAS USED DUE TO THE LARGE SIZE OF THE SUBJECT. THE SUBJECT IS IN AN AREA OF PREDOMINANTLY TRACT AND CUSTOM BUILT SFR'S (TYPICALLY SUBSTANTIALLY SMALLER THAN THE SUBJECT) WHICH COMPARE WELL (FROM THE STANDPOINT OF QUALITY, COMPONENTS OF CONSTRUCTION AND DESIRABILITY) WITH THE EXCELLENT QUALITY OF THE SUBJECT. THE MARKET AREA IS VERY SIMILAR WITH RESPECT TO TOPOGRAPHY, TYPICAL SITE SIZES, VEGETATION AND PROXIMITY TO ALL GOODS, SERVICES AND EMPLOYMENT CENTERS.

(*C) THE SITE SIZE/VIEW ADJUSTMENT IS BASED ON THE ANALYSIS AND APPLICATION OF LOCAL MARKET RESPONSE TO SITE SIZE SIZE/VIEW VARIANCE IN THIS AREA AND DERIVED FROM AREA LAND SALES. TYPICAL .33 ACRE SITES IN SUN VALLEY (IMMEDIATELY TO THE NORTH) SELL FOR \$45,000 - \$55,000. THE SUBJECT IS .741 ACRES, LARGE ENOUGH TO BE DIVIDED INTO 2 BUILDING SITES. THE PREMIUM FOR THE SUPERIOR SITE SIZE WAS DETERMINED BY TWO METHODS: 1) HISTORICAL SALES OF .66 - .99 ACRE (DOUBLE SIZE) SITES IN SUN VALLEY AS COMPARED TO .33 ACRE (SINGLE SIZE) SITES AND 2) THE VALUE OF AN ADDITIONAL SITE MINUS THE COSTS TO DEVELOP THE SITE (SURVEY, PERMITS, WATER/SEWER/ELECTRICAL HOOKUPS, ON SITE/OFF SITE IMPROVEMENTS AND DEVELOPERS PROFIT).

(*D) THE SUBJECT IS AN EXCELLENT QUALITY MFG HOME, WHICH IS VERY SIMILAR TO AN AVERAGE+ QUALITY SITE/STICK BUILT SFR WITH RESPECT TO QUALITY, COMPONENTS OF CONSTRUCTION, ENERGY EFFICIENCY, GLA, FUNCTIONAL UTILITY AND MARKETABILITY IN THIS MARKET. (A MARKETABLE AND COMPETITIVE SUBSTITUTE FOR A SITE/STICK BUILT SFR). ALL OF THE COMPARABLES ARE SITE/STICK BUILT SFR'S AND WERE USED BECAUSE THERE WERE NOT REALES OF MFG HOMES ANYWHERE NEAR THE SIZE AND QUALITY OF THE SUBJECT. THE ADJUSTMENT FOR QUALITY IS WAS DERIVED FROM THE MARSHALL AND SWIFT RESIDENTIAL COST HANDBOOK AND DEEMED TO BE REPRESENTATIVE OF THE MARKET AND RECOVERABLE IN VALUE. THIS SITE/STICK BUILT SFR WAS USED TO BECAUSE OF ITS SIZE, QUALITY, FUNCTIONAL UTILITY AND AGE.

(*E) COMPS #1 & #2 HAVE DAYLIGHT/WALKOUT/FULLY FINISHED AND PARTITIONED BASEMENTS THAT HAVE BEEN ADAPTED TO USE AS LIVING AREA WITH CONSIDERABLE UTILITY (APPROXIMATING THAT OF ABOVE GRADE GLA AND APPROACHING THE OVERALL UTILITY OF THE SUBJECT). THERE WERE NO SINGLE STORY SFR'S FOUND WITH SIMILAR GLA. THE ADJUSTMENT FOR THIS AMENITY IS BASED ON THE REPLACEMENT COST, FROM THE MARSHALL & SWIFT RESIDENTIAL COST HANDBOOK, MINUS APPLICABLE DEPRECIATION AND IS DEEMED TO BE RECOVERABLE IN VALUE AS DEMONSTRATED BY ALL OF THE COMPARABLES.

(*F) CENTRAL AIR CONDITIONING UNITS ARE GIVEN \$1 TO \$1.50 PER SQ. FT. AS A REPLACEMENT COST AND \$750 TO \$1,500 FOR EVAPORATIVE UNITS. THESE FIGURES ARE BASED ON BUILDERS COSTS AND MARSHALL & SWIFT AND ARE CONSIDERED RECOVERABLE IN VALUE BECAUSE THIS IS A COMMON AND DESIREABLE AMENITY IN THIS MARKET AND DESERT CLIMATE.

(*G) THE ADJUSTMENT FOR GARAGE IS BASED ON THE ADDITIONAL COST OF GARAGE CAR STORAGE SPACE (ATTACHED/BUILTIN); THIS COST IS DEEMED RECOVERABLE IN VALUE, BECAUSE GARAGE CAR STORAGE IS TYPICAL IN THIS MARKET AREA, AS DEMONSTRATED BY THE COMPARABLES USED.

(*H) THE ADJUSTMENT FOR THIS AMENITY IS BASED ON THE REPLACEMENT COST, FROM THE MARSHALL & SWIFT RESIDENTIAL COST HANDBOOK, MINUS APPLICABLE DEPRECIATION AND IS DEEMED TO BE RECOVERABLE IN VALUE.

☒ THE FOUNDATION SYSTEM/INSTALLATION IS SUITABLE TO THE SOIL CONDITION. THE FOUNDATION SYSTEM HAS BEEN DESIGNED BY AN ENGINEER TO MEET THE SOIL CONDITIONS OF THE SITE. THIS TYPE OF FOUNDATION SYSTEM IS TYPICAL AND ACCEPTABLE IN THIS MARKETPLACE. THE SUBJECT HAS A PIER FOUNDATION.

☒ THE FOOTINGS ARE LOCATED BELOW THE FROST LINE.

☒ ALL WHEELS, AXLES AND TRAILER HITCHES HAVE BEEN REMOVED. THE SUBJECT IS PERMANENTLY ATTACHED TO THE SITE.

☒ THE UNIT HAS SUFFICIENT SQUARE FOOTAGE AND ROOM DIMENSIONS TO BE ACCEPTABLE TO THE TYPICAL PURCHASER IN THE SUBJECT MARKET AREA. (FNMA HAS NO MINIMUM REQUIREMENTS FOR WIDTH, SIZE OR ROOF PITCH FOR MANUFACTURED HOUSING UNITS OTHER THAN SINGLE-WIDE UNITS MUST BE A FNMA APPROVED PROJECT).

☒ THE SUBJECT WILL COMPETE WELL IN THIS MARKET AREA AND IS LEGALLY PERMISSABLE UNDER LOCAL ZONING.

-----Supplemental Addendum-----

Page #7

File No.

Borrower/Client	ANTHONY, WILLIAM & MICHA		
Property Address	3705 ANTHONY PLACE		
CITY	SPARKS	County	WASHOE
State	NV	Zip Code	89433
Lender	IVY MORTGAGE		

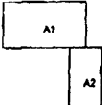
X THE SUBJECT HAS BEEN BUILT UNDER FEDERAL HOME SAFETY STANDARDS, THAT WERE ESTABLISHED BY HUD ON JUNE 15TH 1976, WHICH IS EVIDENCED BY THE HUD TAG #'S INCLUDED IN THE BODY OF THE ORIGINAL APPRAISAL REPORT.

MARK B. RASMUSSEN, CERTIFIED RESIDENTIAL APPRAISER #00797-NV EXP. 10-31-2002.

Mark B. Rasmussen

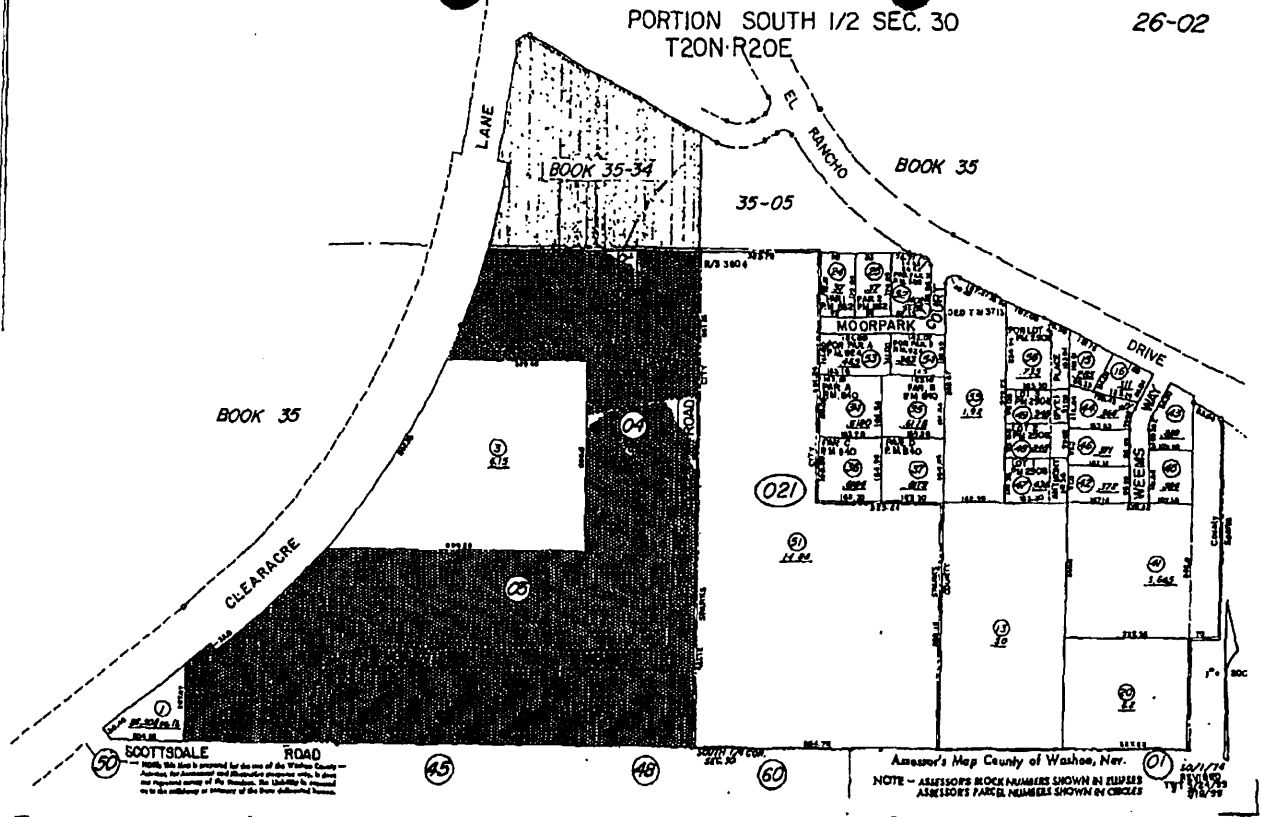
Building Sketch

Borrower/Client	ANTHONY, WILLIAM & PATRICIA		
Property Address	3705 ANTHONY PLACE		
City	SPARKS	County	WASHOE
		State	NV
		Zip Code	89433
Lender	IVY MORTGAGE		

SKETCH CALCULATIONS	
	
A1 : 68.7 x 38.5 =	2566.4
A2 : 25.7 x 48.0 =	1231.7
First Floor	3798.1
Total Living Area	3798.1

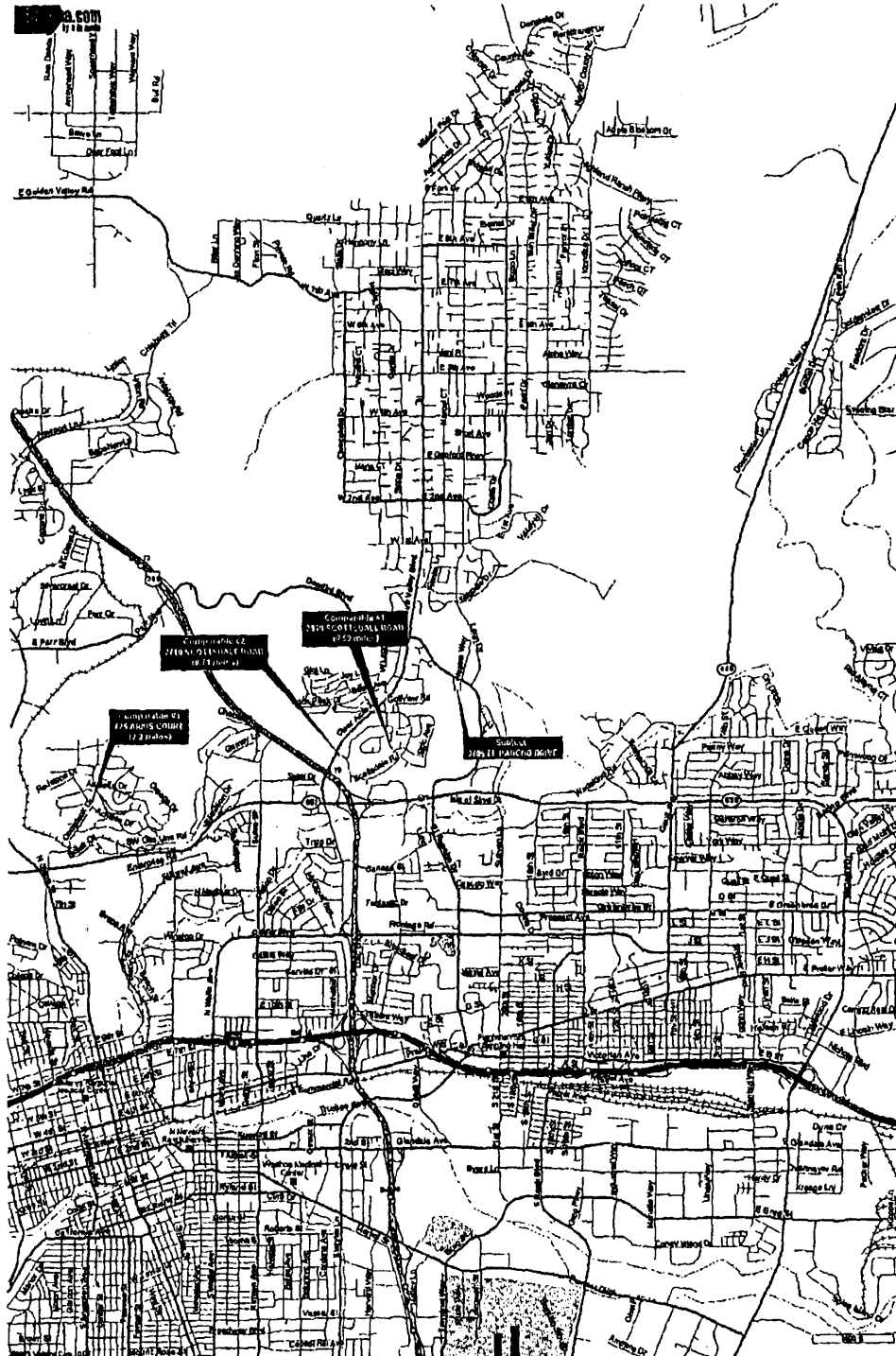
PORTION SOUTH 1/2 SEC. 30
T20N R20E

26-02



Location Map

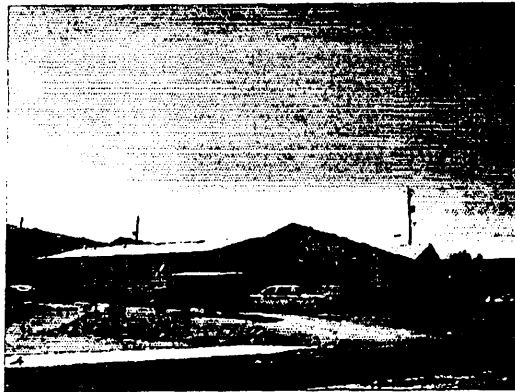
Borrower/Client ANTHONY, WILLIAM & PATRICIA			
Property Address 3705 ANTHONY PLACE			
City SPARKS	County WASHOE	State NV	Zip Code 89433
Lender IVY MORTGAGE			



Form MAP.LOC — "TOTAL for Windows" appraisal software by a la mode, Inc. — 1-800-ALAMODE

Subject Photo Page

Borrower/Clerk ANTHONY, WILLIAM & PATRICIA			
Property Address 3705 ANTHONY PLACE			
City SPARKS	County WASHOE	State NV	Zip Code 89433
Lender IVY MORTGAGE			

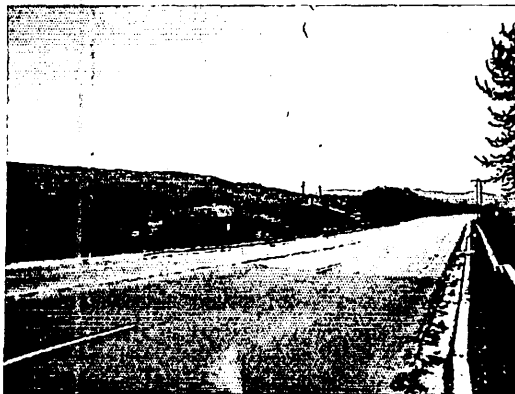


Subject Front

3705 ANTHONY PLACE
 Sales Price REFI
 Gross Living Area 3,798
 Total Rooms 13
 Total Bedrooms 7
 Total Bathrooms 4
 Location AVERAGE
 View GOOD MTN/GLF
 Site .735 ACRE
 Quality XLNT MFG
 Age 3



Subject Rear



Subject Street

Subject Photo Page

Borrower/Client	ANTHONY, WILLIAM & PATRICIA		
Property Address	3705 ANTHONY PLACE		
City	SPARKS	County	WASHOE
		State	NV
		Zip Code	89433
Lender	IVY MORTGAGE		



Subject Living Room

3705 ANTHONY PLACE
 Sales Price REFI
 Gross Living Area 3,798
 Total Rooms 13
 Total Bedrooms 7
 Total Bathrooms 4
 Location AVERAGE
 View GOOD MTN/GLF
 Site .735 ACRE
 Quality XLNT MFG
 Age 3



Subject Kitchen



Subject Bath

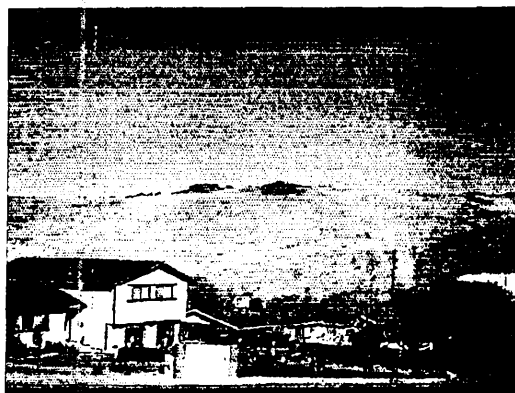
Subject Photo Page

Borrower/Client ANTHONY, WILLIAM & PATRICIA			
Property Address 3705 ANTHONY PLACE			
City SPARKS	County WASHOE	State NV	Zip Code 89433
Lender IVY MORTGAGE			

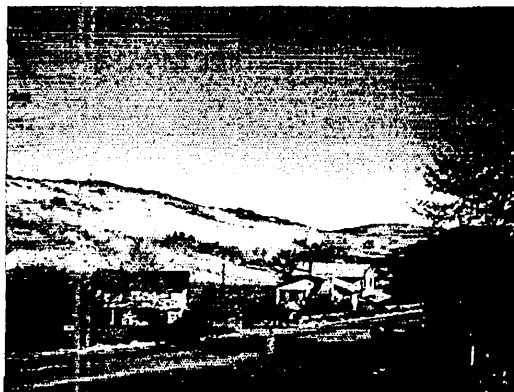


Subject View

3705 ANTHONY PLACE
 Sales Price REFI
 Gross Living Area 3,798
 Total Rooms 13
 Total Bedrooms 7
 Total Bathrooms 4
 Location AVERAGE
 View GOOD MTN/GLF
 Site .735 ACRE
 Quality XLNT MFG
 Age 3



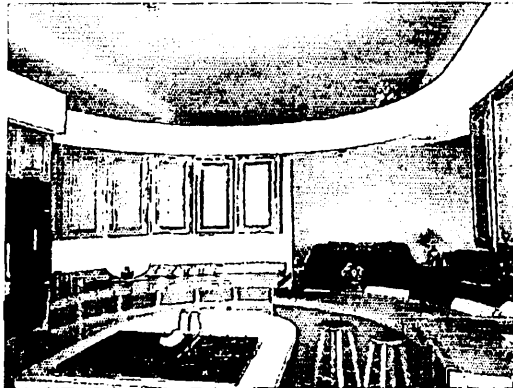
Subject View



Subject View

Subject Photo Page

Borrower/Client ANTHONY, WILLIAM & PATRICIA			
Property Address 3705 ANTHONY PLACE			
City SPARKS	County WASHOE	State NV	Zip Code 89433
Lender IVY MORTGAGE			



Subject Kitchen

3705 ANTHONY PLACE
 Sales Price REFI
 Gross Living Area 3,798
 Total Rooms 13
 Total Bedrooms 7
 Total Bathrooms 4
 Location AVERAGE
 View GOOD MTN/GLF
 Site .735 ACRE
 Quality XLNT MFG
 Age 3



Subject Dining Room



Subject Bedroom

Comparable Photo Page

Borrower/Client ANTHONY, WILLIAM & PATRICIA
 Property Address 3705 ANTHONY PLACE
 City SPARKS County WASHOE State NV Zip Code 89433
 Lender IVY MORTGAGE



Comparable 1

2930 SCOTTSDALE ROAD
 Prox. to Subject 0.59 miles
 Sale Price 280,000
 Gross Living Area 2,802
 Total Rooms 8
 Total Bedrooms 5
 Total Bathrooms 3
 Location AVERAGE
 View XLNT CITY (*C)
 Site .26 ACRE (*C)
 Quality AVERAGE+ (*D)
 Age 4



Comparable 2

Address 2710 SCOTTSDALE ROAD
 Prox. to Subject 0.79 miles
 Sale Price 230,000
 Gross Living Area 2,770
 Total Rooms 8
 Total Bedrooms 5
 Total Bathrooms 3
 Location AVERAGE
 View GD CTY/MTN
 Site .25 ACRE (*C)
 Quality AVERAGE+ (*D)
 Age 1



Comparable 3

Address 725 ARTUS COURT
 Prox. to Subject 2.19 miles (*B)
 Sale Price 330,000
 Gross Living Area 3,782
 Total Rooms 10
 Total Bedrooms 5
 Total Bathrooms 3
 Location GOOD
 View VG CTY/MTN (*C)
 Site .39 ACRE (*C)
 Quality GOOD (*D)
 Age 10

MULTI-PURPOSE SUPPLEMENTAL ADDENDUM FOR FEDERALLY RELATED TRANSACTIONS

MARK RASMUSSEN APPRAISALS

Borrower/Client <u>ANTHONY, WILLIAM & PATRICIA</u>			
Property Address <u>3705 ANTHONY PLACE</u>			
City <u>SPARKS</u>	County <u>WASHOE</u>	State <u>NV</u>	Zip Code <u>89433</u>
Lender <u>IVY MORTGAGE</u>			

This Multi-Purpose Supplemental Addendum for Federally Related Transactions was designed to provide the appraiser with a convenient way to comply with the current appraisal standards and requirements of the Federal Deposit Insurance Corporation (FDIC), the Office of the Comptroller of Currency (OCC), The Office of Thrift Supervision (OTS), the Resolution Trust Corporation (RTC), and the Federal Reserve.

This Multi-Purpose Supplemental Addendum is for use with any appraisal. Only those statements which have been checked by the appraiser apply to the property being appraised.

☒ **PURPOSE & FUNCTION OF APPRAISAL**

The purpose of the appraisal is to estimate the market value of the subject property as defined herein. The function of the appraisal is to assist the above-named Lender in evaluating the subject property for lending purposes. This is a Federally related transaction.

☒ **EXTENT OF APPRAISAL PROCESS**

- ☒ The appraisal is based on the information gathered by the appraiser from public records, other identified sources, inspection of the subject property and neighborhood, and selection of comparable sales within the subject market area. The original source of the comparables is shown in the Data Source section of the market grid along with the source of confirmation, if available. The original source is presented first. The sources and data are considered reliable. When conflicting information was provided, the source deemed most reliable has been used. Data believed to be unreliable was not included in the report nor used as a basis for the value conclusion.
- ☒ The Reproduction Cost is based on MARSHALL & SWIFT RESIDENTIAL COST HANDBOOK supplemented by the appraiser's knowledge of the local market.
- ☒ Physical depreciation is based on the estimated effective age of the subject property. Functional and/or external depreciation, if present, is specifically addressed in the appraisal report or other addenda. In estimating the site value, the appraiser has relied on personal knowledge of the local market. This knowledge is based on prior and/or current analysis of site sales and/or abstraction of site values from sales of improved properties.
- ☒ The subject property is located in an area of primarily owner-occupied single family residences and the Income Approach is not considered to be meaningful. For this reason, the Income Approach was not used.
- ☐ The Estimated Market Rent and Gross Rent Multiplier utilized in the Income Approach are based on the appraiser's knowledge of the subject market area. The rental knowledge is based on prior and/or current rental rate surveys of residential properties. The Gross Rent Multiplier is based on prior and/or current analysis of prices and market rates for residential properties.
- ☐ For income producing properties, actual rents, vacancies and expenses have been reported and analyzed. They have been used to project future rents, vacancies and expenses.

☒ **SUBJECT PROPERTY OFFERING INFORMATION**

- According to MLS the subject property:
- ☒ has not been offered for sale in the past 30 days.
 - ☐ is currently offered for sale for \$ _____.
 - ☐ was offered for sale within the past 30 days for \$ _____.
 - ☐ Offering information was considered in the final reconciliation of value.
 - ☐ Offering information was not considered in the final reconciliation of value.
 - ☐ Offering information was not available. The reasons for unavailability and the steps taken by the appraiser are explained later in this addendum.

☒ **SALES HISTORY OF SUBJECT PROPERTY**

- According to MLS AND PUBLIC RECORDS the subject property:
- ☒ has not transferred in the past twelve months.
 - ☐ has transferred in the past twelve months.
 - ☐ has not transferred in the past thirty-six months.
 - ☐ has transferred in the past thirty-six months.
 - ☐ All prior sales which have occurred in the past twelve months are listed below and reconciled to the appraised value, either in the body of the report or in the addenda.

Date	Sales Price	Document #	Seller	Buyer
06-02-95	VACANT	N/A	N/A	ANTHONY, WILLIAM ET UX

☒ **FEMA FLOOD HAZARD DATA**

- ☒ Subject property is not located in a FEMA Special Flood Hazard Area.
- ☐ Subject property is located in a FEMA Special Flood Hazard Area.

Zone	FEMA Map/Panel #	Map Date	Name of Community
X	32031C-2984/E	09/94	WASHOE COUNTY

- ☐ The community does not participate in the National Flood Insurance Program.
- ☒ The community does participate in the National Flood Insurance Program.
- ☒ It is covered by a regular program.
- ☐ It is covered by an emergency program.

<input checked="" type="checkbox"/> CURRENT SALES CONTRACT			
<input checked="" type="checkbox"/> The subject property is currently <u>not</u> under contract. <input type="checkbox"/> The contract and/or escrow instructions <u>were</u> not available for review. The unavailability of the contract is explained later in the addenda section. <input type="checkbox"/> The contract and/or escrow instructions <u>were</u> reviewed. The following summarizes the contract:			
<u>Contract Date</u>	<u>Amendment Date</u>	<u>Contract Price</u>	<u>Seller</u>
<input type="checkbox"/> The contract indicated that personal property was <u>not</u> included in the sale. <input type="checkbox"/> The contract indicated that personal property was <u>included</u> . It consisted of _____ Estimated contributory value is \$ _____			
<input checked="" type="checkbox"/> Personal property was <u>not</u> included in the final value estimate. <input type="checkbox"/> Personal property was <u>included</u> in the final value estimate. <input type="checkbox"/> The contract indicated <u>no</u> financing concessions or other incentives. <input type="checkbox"/> The contract indicated the <u>following</u> concessions or incentives: _____			
<input type="checkbox"/> If concessions or incentives exist, the comparables were checked for similar concessions and appropriate adjustments were made, if applicable, so that the final value conclusion is in compliance with the Market Value defined herein.			
<input checked="" type="checkbox"/> MARKET OVERVIEW Include an explanation of current market conditions and trends.			
1-3 months is considered a reasonable marketing period for the subject property based on <u>TYPICAL SALES TIME FOR SFR'S</u> WITHIN THE SUBJECT MARKET AREA.			
<input checked="" type="checkbox"/> ADDITIONAL CERTIFICATION			
The Appraiser certifies and agrees that:			
(1) The analyses, opinions and conclusions were developed, and this report was prepared, in conformity with the Uniform Standards of Professional Appraisal Practice ("USPAP"), except that the Departure Provision of the USPAP does not apply. (2) Their compensation is not contingent upon the reporting of predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event. (3) This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.			
<input checked="" type="checkbox"/> ADDITIONAL (ENVIRONMENTAL) LIMITING CONDITIONS			
The value estimated is based on the assumption that the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions unless otherwise stated in this report. The appraiser is not an expert in the identification of hazardous substances or detrimental environmental conditions. The appraiser's routine inspection of and inquiries about the subject property did not develop any information that indicated any apparent significant hazardous substances or detrimental environmental conditions which would affect the property negatively unless otherwise stated in this report. It is possible that tests and inspections made by a qualified hazardous substance and environmental expert would reveal the existence of hazardous substances or detrimental environmental conditions on or around the property that would negatively affect its value.			
<input checked="" type="checkbox"/> ADDITIONAL COMMENTS			
IN ACCORDANCE WITH THE COMPETENCY PROVISION OF USPAP, I HAVE VERIFIED THAT MY KNOWLEDGE AND EXPERIENCE IS SUFFICIENT TO ALLOW ME TO COMPETENTLY COMPLETE THIS APPRAISAL UNLESS OTHERWISE STATED IN THIS REPORT.			
<input checked="" type="checkbox"/> APPRAISER'S SIGNATURE & LICENSE/CERTIFICATION			
Appraiser's Signature <u>Mark B. Rasmussen</u>		Effective Date <u>NOV. 10TH 2001</u>	Date Prepared <u>NOV. 10TH 2001</u>
Appraiser's Name (print) <u>MARK B. RASMUSSEN</u>		Phone # <u>()</u>	
State <u>NV</u>	<input type="checkbox"/> License	<input checked="" type="checkbox"/> Certification # <u>00797</u>	Tax ID # _____
<input type="checkbox"/> CO-SIGNING APPRAISER'S CERTIFICATION			
<input type="checkbox"/> The co-signing appraiser has personally inspected the subject property, both inside and out, and has made an exterior inspection of all comparable sales listed in the report. The report was prepared by the appraiser under direct supervision of the co-signing appraiser. The co-signing appraiser accepts responsibility for the contents of the report including the value conclusions and the limiting conditions, and confirms that the certifications apply fully to the co-signing appraiser. <input type="checkbox"/> The co-signing appraiser has <u>not</u> personally inspected the interior of the subject property and: <input type="checkbox"/> has <u>not</u> inspected the exterior of the subject property and all comparable sales listed in the report. <input type="checkbox"/> has inspected the exterior of the subject property and all comparable sales listed in the report. <input type="checkbox"/> The report was prepared by the appraiser under direct supervision of the co-signing appraiser. The co-signing appraiser accepts responsibility for the contents of the report, including the value conclusions and the limiting conditions, and confirms that the certifications apply fully to the co-signing appraiser with the exception of the certification regarding physical inspections. The above describes the level of inspection performed by the co-signing appraiser. <input type="checkbox"/> The co-signing appraiser's level of inspection, involvement in the appraisal process and certification are covered elsewhere in the addenda section of this appraisal.			
<input type="checkbox"/> CO-SIGNING APPRAISER'S SIGNATURE & LICENSE/CERTIFICATION			
Co-Signing Appraiser's Signature _____		Effective Date _____	Date Prepared _____
Co-Signing Appraiser's Name (print) _____		Phone # <u>()</u>	
State _____	<input type="checkbox"/> License	<input type="checkbox"/> Certification # _____	Tax ID # _____

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

* Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgement.

STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form.
4. I have no present or prospective interest in the property that is the subject to this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.
8. I have personally inspected the interior and exterior areas of the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.
9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

MARK B. RASMUSSEN

SUPERVISORY APPRAISER'S CERTIFICATION: If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

ADDRESS OF PROPERTY APPRAISED: 3705 ANTHONY PLACE, SPARKS, NV 89433

APPRAISER:

Signature: Mark B. Rasmussen
 Name: MARK B. RASMUSSEN
 Date Signed: NOVEMBER 10TH 2001
 State Certification #: 00797
 or State License #: _____
 State: NV
 Expiration Date of Certification or License: 10/31/2002

SUPERVISORY APPRAISER (only if required):

Signature: _____
 Name: _____
 Date Signed: _____
 State Certification #: _____
 or State License #: _____
 State: _____
 Expiration Date of Certification or License: _____

☐ Did ☐ Did Not Inspect Property

File No.: _____

Client IVY MORTGAGE

BOTTOMER. ANTHONY, WILLIAM & PATRICIA

On NOVEMBER 10TH 2002, the property situated at 3705 ANTHONY PLACE, SPARKS, NV 89433

was appraised by MARK B. RASMUSSEN
and valued at \$ 268,000

I have reviewed the appraisal, inspected the property, and reviewed recent sales as shown on the attached supplemental data page of the appropriate FNMA/FHLMC appraisal form.

It is my opinion that the value of the subject property:

- ☐ has INCREASED since the effective date of the original appraisal.
- ☒ has remained STABLE since the effective date of the original appraisal.
- ☐ has DECREASED since the effective date of the original appraisal.

Signature Mark B. Rasmussen
Name MARK B. RASMUSSEN
Date Signed MARCH 22ND 2002
State Certification # 00797 State NV
Or State License # _____ State _____

Signature _____
Name _____
Date Signed _____
State Certification # _____ State _____
Or State License # _____ State _____

MARK RASMUSSEN APPRAISALS

Form RECVALUE — "TOTAL for Windows" appraisal software by a la mode, Inc. — 1-800-ALAMODE

Subject Photo Page

Borrower/Client ANTHONY, WILLIAM & PATRICIA			
Property Address 3705 ANTHONY PLACE			
City SPARKS	County WASHOE	State NV	Zip Code 89433
Lender IVY MORTGAGE			

Subject Front



3705 ANTHONY PLACE
 Sales Price REFI
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 Total Rooms 13
 Total Bedrooms 7
 Total Bathrooms 4
 Location AVERAGE
 View GOOD MTN/GLF
 Site .735 ACRE
 Quality XLNT MFG
 Age 3

Subject Rear



Subject Street



EXHIBIT 6

#026-021-56
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

STEWART TITLE OF NORTHERN NEVADA hereby
certifies that this instrument is a true and correct
copy of the original.

STEWART TITLE OF NORTHERN NEVADA

By: *RM*

[Space Above This Line For Recording Data]

Loan No: 2278

DEED OF TRUST

MIN: 278-9

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.

(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

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NEVADA--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT with MERS
DRAW.MERS.NV.CVL.DT.1.WPF (0101DOCS\DEEDS\CVL\NV_MERS.CVL)

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(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.

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NEVADA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT with MERS
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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 seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances 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

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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: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

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

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

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives 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.

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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

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

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

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

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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 unearned at the time of such cancellation or termination.

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

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

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

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

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

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NEVADA--Single Family--Pannie Mae/Freddie Mac UNIFORM INSTRUMENT with MERS
DRAW.MERS.NV.CVL.DT.8.WFF (0101DOCS\DEEDS\CVL\NV_MERS.CVL)

LOAN NO: 2278

Form 3029 1/01
(page 8 of 13 pages)

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) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

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

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

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

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NEVADA--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT with MERS
DRAW.MERS.NV.CVL.DT.9.WPF (0101DOCS\DEEDS\CVL\NV_MERS.CVL)

LOAN NO: 2278

Form 3029 1/01
(page 9 of 13 pages)

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

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NEVADA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT with MERS
DRAW.MERS.NV.CVL.DT.10.WPF (0101DOCS\DEEDS\CVL\NV_MERS.CVL)

LOAN NO: 2278

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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 to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

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

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NEVADA--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT with MERS
DRAW.MERS.NV.CVL.DT.11.WPF (0101DOCS\DEEDS\CVL\NV_MERS.CVL)

LOAN NO: 2278

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(page 11 of 13 pages)

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-FF
NEVADA--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT with MERS
DRAW.MERS.NV.CVL.DT.12.WPF (0101DOCS\DEEDS\CVL\NV_MERS.CVL)

LOAN NO: 2278
Form 3029 1/01
(page 12 of 13 pages)

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

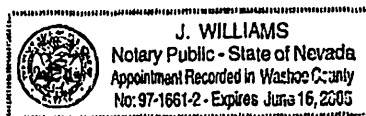
June 21st, 2002

, by

William M. Anthony and Patricia S. Anthony

My Commission Expires:

J. Williams
J. Williams



6-16-05

WHEN RECORDED MAIL TO:

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

12591 35750 C30-FF

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

LOAN NO: 2278

Form 3029 1/01
(page 13 of 13 pages)

EXHIBIT 7

**FIRST AMERICAN TITLE
RECORDING REQUESTED BY:
WHEN RECORDED MAIL TO:
RECONTRUST COMPANY
2380 Performance Dr, TX2-984-0407
Richardson, TX 75082**

NVNOD_2011.3.0.2_03/2011

**TS No. 09-0129656
Title Order No. 4243586
APN No. 026-021-56
Property Address:
3705 ANTHONY PLACE
SUN VALLEY, NV 89433**

DOC #3998976

05/02/2011 12:16:04 PM
Electronic Recording Requested By
FIRST AMERICAN NATIONAL DEFAULT
Washoe County Recorder
Kathryn L. Burke - Recorder
Fee: \$215.00 RPTT: \$0
Page 1 of 2

NEVADA IMPORTANT NOTICE

NOTICE OF DEFAULT/ELECTION TO SELL UNDER DEED OF TRUST

NOTICE IS HEREBY GIVEN THAT: RECONTRUST COMPANY, N.A., Trustee for the Beneficiary under a Deed of Trust dated 06/21/2002, executed by WILLIAM M. ANTHONY AND PATRICIA S. ANTHONY, HUSBAND & WIFE as Trustor, to secure certain obligations in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. as beneficiary recorded 06/26/2002, as Instrument No. 2703700 (or Book , Page) of Official Records in the Office of the County Recorder of Washoe County, Nevada. Said obligation including ONE NOTE FOR THE ORIGINAL sum of \$214,400.00. That a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of :
FAILURE TO PAY THE INSTALLMENT OF PRINCIPAL, INTEREST AND IMPOUNDS WHICH BECAME DUE ON 06/01/2009 AND ALL SUBSEQUENT INSTALLMENTS OF PRINCIPAL, INTEREST AND IMPOUNDS, TOGETHER WITH ALL LATE CHARGES, PLUS ADVANCES MADE AND COSTS INCURRED BY THE BENEFICIARY, INCLUDING FORECLOSURE FEES AND COSTS AND/OR ATTORNEYS' FEES. IN ADDITION, THE ENTIRE PRINCIPAL AMOUNT WILL BECOME DUE ON 07/01/2032 AS A RESULT OF THE MATURITY OF THE OBLIGATION ON THAT DATE.

That by reason thereof, the present beneficiary under such deed of trust has deposited with RECONTRUST COMPANY, N.A. such deed of trust and all documents evidencing obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

NOTICE

You may have the right to cure the default hereon and reinstate the one obligation secured by such Deed Of Trust above described. Section NRS 107.080 permits certain defaults to be cured upon the payment of the amounts required by that statutory section without requiring payment of that portion of principal and interest which would not be due had no default occurred. Where reinstatement is possible, if the default is not cured within 35 days following recording and mailing of this Notice to Trustor or Trustor's successor in interest, the right of reinstatement will terminate and the property may thereafter be sold. The Trustor may have the right to bring court action to assert the non existence of a default or any other defense of Trustor to acceleration and sale.

To determine if reinstatement is possible and the amount, if any, to cure the default, contact: BAC Home Loans Servicing, LP, c/o RECONTRUST COMPANY, N.A. 2380 Performance Dr, TX2-984-0407, Richardson, TX 75082, PHONE: (800) 281-8219. Should you wish to discuss possible options for loan modification you may contact the Home Retention Division at 1-800-669-6650. If you meet the requirements of Section NRS 107.085 you may request mediation in accordance with the enclosed Election/Waiver of Mediation Form and Instructions. You may also contact the Nevada Fair Housing Center at 1-702-731-6095 or the Legal Aid Center at 1-702-386-1070 for assistance.

RECONTRUST COMPANY, N.A.

DATED: April 29, 2011

BY: Laura Dalley 4-29-11
Laura Dalley, Authorized Signer

STATE OF TEXAS
COUNTY OF TARRANT

On APR 29 2011, before me Jean S. Yarborough, personally appeared Laura Dalley, Authorized Signer, known to me (or proved to me on the oath of _____ or through DL) 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

Jean S. Yarborough
Notary Public's Signature

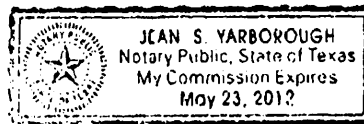


EXHIBIT 8

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 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.

DATED: March 29, 2012
RECONTRUST COMPANY N.A, Trustee
2380 Performance Dr., TX 2-984-04-07
Richardson, TX 75082
Phone/Sale Information (800)281-8219

By: *DeEdra Williams* 3/29/12
DeEdra Williams, Assistant Vice President

RECONTRUST COMPANY NA is a debt collector attempting to collect a debt. Any information obtained will be used for that purpose.

STATE OF Texas
COUNTY OF Tarrant

On March 29 2012, before me Elsie Kroussakis, personally
appeared DeEdra Williams, AVP, known to me
(or proved to me on the oath of N/A or through pers. knowledge) 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

Elsie Kroussakis
Notary Public's Signature

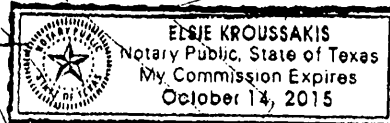


EXHIBIT 9

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

Simi Valley, CA 93065

Forward Tax Statements to Address listed above

TS No. 09-0129656

Title Order No. 4243586

026-021-56

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 \$ 0. The Grantee herein was the beneficiary.

RECONTRUST COMPANY, N.A., as the duly appointed Trustee, under a Deed of Trust referred to below, and herein called "Trustee", does hereby grant without covenant 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 06/26/2002, 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

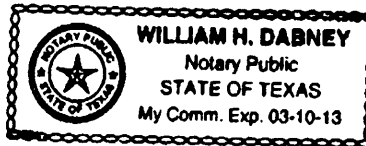
BY: Stephanie Y. King 4-24-12
Stephanie Y. King AVP

State of: Texas)
County of: Tarrant)

On 4-24-12 before me William H. Dabney, 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. Dabney
Notary Public's Signature



TS # 09-0129656
PUB# 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.

EXHIBIT 10

Sparks Justice Court

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

FILED
JANINE BAKER, CLERK
SPARKS JUSTICE COURT
NOV 20 2012
By [Signature]
DEPUTY CLERK

FEDERAL NATIONAL MORTGAGE
ASSOCIATION,

Plaintiff,

v.

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

Defendants.

Case No.: 12-SCV-0936

ORDER GRANTING MOTION FOR
JUDGMENT ON THE PLEADINGS
PURSUANT TO JCRCP 12(c)

A Verified Complaint for an unlawful detainer was filed in the Sparks Justice Court by the Plaintiff, Federal National Mortgage Association, on June 6, 2012, alleging that the Plaintiff had become the owners of certain real property described as 3705 Anthony Place, Sun Valley, NV 89433 due to a foreclosure action which had proceeded in District Court. The Plaintiff attached copies of the trustee's deed upon sale as Exhibit A of the Complaint as well as a Three-Day Notice to Quit the premises as Exhibit B, and an Affidavit of Service of the Notice to Quit. Despite the foreclosure and notice, the Defendants, Patricia and William Anthony (hereinafter "the Anthonys"), refused to vacate the premises. The Plaintiff requested that a Temporary Writ of Restitution be issued, that the Defendants be required to pay reasonable rent until such time as they vacated the premises, and the Court enter an Order for Restitution and Possession of the Premises. Based upon the Verified Complaint and the Affidavit of Support thereof, the Court issued an Order to Show Cause Why a Temporary Writ of Restitution Should Not Issue and set the time of the hearing for August 17, 2012.

///

///

1 The first documents received from the Defendants on July 17, 2012, were copies of the
2 Summons, Order to Show Cause, and Verified Complaint returned to the Court with certain
3 annotations made by the Defendants in blue ink on the face indicating they don't recognize or
4 consent to the proceedings herein. Additional documents sent to the Court by the Defendants
5 include an affidavit indicating that the Defendants are not artificial persons but in fact living,
6 breathing human beings and are not amenable to the jurisdiction of the Court.

7 The first cognizable pleading was filed by the Anthonys on July 24, 2012, entitled,
8 Notice of Motion to Quash and Defective Summons and Service of Process. In it, the
9 Anthonys argued that appropriate service of process had not occurred in this case.

10 On August 16, 2012, minutes before the scheduled hearing on the Temporary Writ, the
11 Anthonys filed their Answer to Verified Complaint for Unlawful Detainer and "Order to Show
12 Cause . . . and Motion to Dismiss and Deny Writ [sic]." In that Answer, the Anthonys again
13 argued the Court was precluded from hearing the writ, that opposing counsel had not fully
14 established their authority to appear on behalf of the Plaintiff, that the Judge had taken certain
15 oaths in this case, and that contrary to the supreme law of the land, a foreclosure had occurred
16 in this case against the Anthonys. Notably in this Answer, while the Anthonys make numerous
17 allegations as to the jurisdiction of the Court and the status of counsel for Federal National
18 Mortgage Association, they never admit or deny that the foreclosure action underlining the case
19 had occurred or that it was properly held.

20 A hearing on the Application for a Temporary Writ was held on August 16, 2012, at
21 which time the Court granted the writ instructing counsel for Federal National Mortgage
22 Association to prepare the appropriate documents.

23 Subsequent to the hearing, the Anthonys continued to send the Court various
24 documents, many of which the Court could not file as it could not discern whether they were a
25 pleading or a motion. Those documents include a challenge of jurisdiction received by the

1 Court on August 21, 2012, which was addressed, in part, at the Temporary Writ hearing;
2 further copies of the Verified Complaint and Detainer originally served upon the Anthonys
3 with additional annotations in pink ink; and an additional copy of the Notice of Motion to
4 Quash and Defective Service of Process previously filed and ruled upon by the Court.

5 On August 29, 2012, the Anthonys sent the Court what they have styled as a Stipulated
6 Order and Judgment in which they believe they can enter into a stipulation binding the Plaintiff
7 and the Court without the acquiescence of the opposing party (the Plaintiff) or upon order of
8 the Court.

9 Documents continued to be sent to the Court including copies of lists of other
10 documents received on August 29, 2012, and a list of documents received on September 11,
11 2012.

12 The Temporary Writ of Restitution was issued on September 10, 2012, requiring the
13 Anthonys to remove themselves from the premises effective September 14, 2012.

14 On September 18, 2012, the Anthonys sent additional documents to the Court
15 concerning their belief as to the application of certain legal acts of 1666 concerning estates and
16 appointing themselves executors of their own estates. The Court also received a document
17 entitled, "Injunction Against Temporary Writ of Restitution" drafted by the Anthonys and sent
18 to the Court where they apparently are attempting to issue their own injunction against the
19 execution of the writ.

20 Federal National Mortgage Association filed its Notice of Entry of Order on September
21 20, 2012, notifying the Anthonys of the issuance of the writ.

22 On September 26, 2012, the Court filed a document received from the Anthonys
23 entitled, "Writ for Revocation of 9/10/2012 Temporary Writ of Restitution/Demand for
24 Preserved Right of Trial by Jury Before Property is Seized." Pursuant to that request, the Court

25 ///

1 accepted payment of a jury fee on behalf of the Anthonys pending a possible jury trial on the
2 underlying case.

3 On September 27, 2012, the Court filed the Plaintiff's Opposition to Defendant's
4 Motion to Quash and Counter-Motion for Judgment on the Pleadings and to Strike Impertinent
5 Material as well as Opposition to Writ for Revocation of Temporary Writ of Restitution and
6 Demand for Jury Trial.

7 As this order was being prepared, the Court received several more documents from the
8 Anthonys concerning this cause of action. On Friday, November 16, 2012, documents were
9 received from the Anthonys including Lis Pendens and Verified Admissions of Alleged
10 Plaintiff Attorneys and Firm and Writ of Verified Disqualification for Alleged Plaintiff
11 Attorneys and Firm; Notice to Court of Applicable NRS and Other Law/Admissions; and,
12 Mandatory Judicial Notice.

13 The first document, the Lis Pendens and Verified Admissions, seeks to bind counsel for
14 the Plaintiff with admissions crafted by the Anthonys and previously sent to Plaintiff's counsel.
15 Parties are simply not free to make up their own admissions, send them to opposing counsel,
16 and deem them admitted; nor can this Court consider the Anthonys' self-styled lis pendens
17 inasmuch as they no longer own the property in question. To the extent that this document
18 offers any defense to the foreclosure sale, it appears that those defenses should have been
19 proffered in the District Court before or at the time of the foreclosure sale, not after the fact
20 during the writ of restitution process.

21 The second document received on November 16, Notice to Court of Applicable NRS
22 and Other Law/Admissions, claims that the Anthonys' loan with Bank of America had been
23 discharged after they had tendered an instrument to the bank in payment of the debt. Again,
24 that defense should have been made in the District Court before the foreclosure sale and not
25 during the writ of restitution process.

1 Additionally, the Anthonys' ongoing statements that they are "living people and not
2 fictitious artificial corporate (corpse) juristic persons" does not present a cognizable defense.

3 The third document filed on November 16, Mandatory Judicial Notice, advises the
4 Court of the status of the common law and essentially instructs the Court on how to interpret
5 that law in the instant case. Quoting the works of John Locke, Ayn Rand, and the Articles of
6 Confederation, Prohibition Against Titles of Nobility, does not present a defense at the instant
7 writ of restitution.

8 Having reviewed all the documents received or filed in this matter, having conducted a
9 hearing on the Temporary Restitution, having considered Federal National Mortgage
10 Association's Motion for Judgment on the Pleadings, and the Defendants having failed to
11 respond thereto, the Court makes the following Findings of Fact and Conclusions of Law:

- 12 1. While the Anthonys have taken every opportunity to send statements and documents
13 concerning their political beliefs and the jurisdiction of this Court or any court to
14 hear matters concerning their property as well as the status of the United States
15 government and various ordinances and acts dating back to 1666, they have never
16 directly addressed in their answer or other documents the fact that a foreclosure was
17 held in this case, and a Deed of Trust was presented to the Court showing that the
18 property in question was deeded to Federal National Mortgage Association on April
19 23, 2012.
- 20 2. At the time of the hearing on the Temporary Writ of Restitution, the Court told the
21 Anthonys that while it did appear, and counsel for Federal National Mortgage
22 Association admitted, that the underlying service may not have been sufficient
23 pursuant to the requirements in complaints for unlawful detainers, by appearing at
24 the time set for the hearing and making a general appearance by presenting several

25 ///

1 defenses to the Court, any defect in the service of process had been obviated. As the
2 Court had explained at the time of the hearing, their appearance that day on August
3 16, 2012, was no longer a special appearance. That motion was renewed after the
4 hearing and the Court finds once again, that based upon their waiver by appearing,
5 any errors in the service of process had been rendered moot. See, Indiana Insurance
6 Company v. Eighth Judicial District Court, 112 Nev. 949, 920 P.2d 514 (1996)
7 citing, Davis v. District Court, 97 Nev. 332, 335-36, 629 P.2d 1209, 1211-12
8 (1981), "(request for additional relief in the form of attorney's fees constitutes a
9 general appearance subjecting a party to the jurisdiction of the Nevada courts)."

10 3. Pursuant to Rule 12(c) of the Justice Court Rules of Civil Procedure:

11 "After the pleadings are closed but within such time as to not delay
12 the trial, any party may move for judgment on the pleadings. If, on
13 a motion for judgment on the pleadings, matters outside the pleadings
14 are presented to and not excluded by the court, the motion shall be
15 treated as one for summary judgment and disposed of as provided in
16 Rule 56, and all parties shall be given reasonable opportunity to
17 present all material made pertinent to such a motion by Rule 56."

- 18 4. Federal National Mortgage Association has met its burden of proof, pursuant to
19 NRS 40.255 and 40.300, which allows for unlawful detainers following foreclosure.
20 Pursuant to NRS 40.300, the bank is obligated to set forth facts explaining why they
21 are seeking to recover the property. Plaintiff set forth its allegations to show that
22 pursuant to NRS 40.255, they have perfected the title, provided appropriate notice,
23 and the time for holding that title had expired. Plaintiff has proffered a copy of the
24 duly recorded title, has alleged that they have possession of such a title, and the
25 Defendants never challenged that they do so.
5. The Anthonys' answer failed to counter the Plaintiff's claims or deny them, but
indeed in many instances seems to have admitted them.

1 6. The Anthonys have failed to respond to the Motion for Judgment on the Pleadings
2 pursuant to Rule 12(c) of the Justice Court Rules of Civil Procedure. Failure to
3 respond to the motion gives rise to the presumption that the motion is meritorious
4 and should be granted in favor of the moving party. See, District Court Rule 13.3,
5 "Failure of the opposing party to serve and file his written opposition may be
6 construed as an admission that the motion is meritorious and a consent to granting
7 the same."

8 Based upon the preceding Findings of Fact and Conclusions of Law,

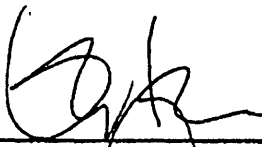
9 IT IS HEREBY ORDERED that:

- 10 1. The Anthonys' renewed Motion to Quash the Service of Process filed on August 21,
11 2012, is DENIED.
- 12 2. The Defendants' self-styled "Stipulated Order and Judgment" to the extent that it
13 constitutes a cognizable motion, is DENIED, noting that the document was never
14 served upon the Plaintiff.
- 15 3. To the extent that the admission statements and self-appointments of the Defendants
16 as their own executors is a motion, it is DENIED.
- 17 4. To the extent the Defendants' self-styled Writ for Revocation presents a motion and
18 asks that the Temporary Writ of Restitution be "revoked, reversed, or suspended," it
19 is DENIED. The Anthonys' document presents neither a defense nor provides this
20 Court with any cognizable motion.
- 21 5. The Anthonys' failure to address the allegations made in the Verified Complaint is
22 deemed to be an admission. Justice Court Rules of Civil Procedure Rule 8(d)
23 requires that, "Averments in a pleading to which a responsive pleading is required,
24 other than those as to the amount of damage, are admitted when not denied in the
25 responsive pleading." The Anthonys never directly addressed the underlying

1 foreclosure or recording of the deed transferring their former property to Federal
2 National Mortgage Association. Failing to respond or deny those averments deems
3 them admitted. The Temporary Writ of Restitution was appropriately granted, and
4 the Anthonys have presented no grounds to reconsider that decision.

- 5 6. To the extent that some of the pleadings may have contained an application to
6 disqualify this Judge, the Anthonys have failed to comply with the requirements of
7 NRS 1.235(1), or by providing the appropriate documents before the hearing was
8 held. Failure to comply with the rule requires that the application, if there is one, be
9 denied.
- 10 7. The combined failure of the Anthonys to respond to the allegations made in the
11 Verified Complaint and their failure to respond to the Plaintiff's Motion for
12 Judgment on the Pleadings, leads this Court to the conclusion that granting the
13 Motion for Judgment on the Pleadings is appropriate. Plaintiff's motion, pursuant to
14 Rule 12(c) of the Justice Court Rules of Civil Procedure, is hereby GRANTED.
- 15 8. To the extent that trial on this matter has been set, that date is vacated. This order
16 constitutes the final judgment in this case, and the Court will not continue to
17 reconsider decisions already made if the Anthonys persist in repeatedly renewing
18 prior motions already decided against them.

19 Dated this 20th day of November 2012.

20
21 
22 _____
23 Kevin Higgins
24 Justice of the Peace
25 Department 2

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 20th day of November, 2012, 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 So. Jones Blvd.
Las Vegas, NV 89107

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

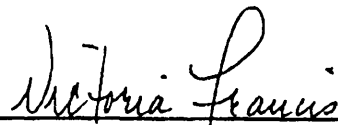

Victoria Francis
Judge's Secretary

EXHIBIT 11

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

10 **JUSTICE COURT, SPARKS TOWNSHIP**

11 **WASHOE COUNTY, NEVADA**

12 Federal National Mortgage Association,

Case No.: 12-SCV-0936

13 Plaintiff,

Dept No.: 2

14 vs.

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

17 Defendant.

18 **PERMANENT WRIT OF RESTITUTION**

19 TO: THE WASHOE COUNTY SHERIFF, NEVADA:

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

21 OCCUPANTS 1-5

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

24 3705 Anthony Place, Sun Valley, NV 89433.

25 ////

26 ////

27 ////

28

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

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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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 
9 TIFFANY & BOSCO, P.A.


10 By 
11 GREGORY L. WILDE, ESQ.
12 Nevada Bar No. 44117
13 212 S. Jones Boulevard
Las Vegas, Nevada 89107
Attorney for Plaintiff

EXHIBIT 12

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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, 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




Notary Public

My Commission Expires: March 3, 2020



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

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 _____

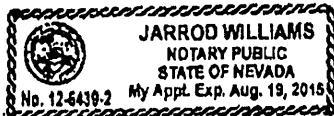
STATE OF NEVADA

COUNTY OF CARSON 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 _____

State of Nevada
MANUFACTURED HOUSING DIVISION

B-294000

Certificate of Ownership

WARNING

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

OFFICE COPY

OWNERS:

ANTHONY, WILLIAM MICHAEL OR
ANTHONY, PATRICIA SANBURN

ISSUE DATE: 10/18/2012

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
3705 ANTHONY PL
SUN VALLEY, NV 89433

SIGNATURE ASSESSOR OR DEPUTY ASSESSOR

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

EXHIBIT 13

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.

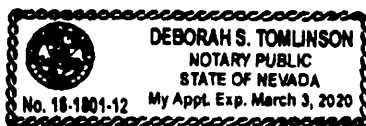
Dated this 27th day of July, 2018.

By:

Diane O'Connor, 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

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 Delisle, 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) (Z i p)
(S t a t e)

(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

RECEIVED
U.S. MAIL

NOV 19 2015

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

NEVADA DIVISION
MANUFACTURED HOUSING
CARSON CITY

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

(Please include vesting i.e. "or", "and", "Jtwros")

NEW LIENHOLDER

Federal National Mortgage Association NONE

Mailing Address: c/o Pulco Delisle, 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 Stalia M. Soto Bank of America, N.A. (BANA), Attorney-In-Fact, (CAIF), for
Federal National Mortgage Association

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

STATE OF Pennsylvania

COUNTY OF Allegheny

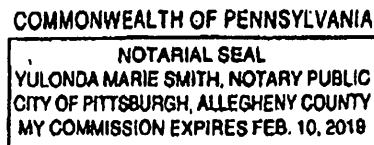
This instrument was acknowledged before me, Yulonda Marie Smith the undersigned
(Name of Notary Public)

Notary Public, on this 16 day of September, 2015

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

Yulonda Marie Smith
Notary Public Signature

stamp or seal:



****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

For Tax Year 2015/2016

10/13/2015 ID# 3218575

(Revised 06/2014)

EXHIBIT 14

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

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

THREE DAY NOTICE TO VACATE

TO: Patricia S. Anthony, William M. Anthony and/or None of the Occupants 1-5
3705 Anthony Place
Sun Valley, NV 89433

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

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

DATED: May 14, 2012

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

Respectfully submitted,

TIFFANY & BOSCO, P.A.

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

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

1 SUPPLEMENTAL INFORMATION RE: NOTICE TO VACATE

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

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

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

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

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

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

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

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

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

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

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

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

YOU ARE HEREBY NOTIFIED THAT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Patricia 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)unrebutted 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' unrebutted verified claims and some continue to perform same.

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

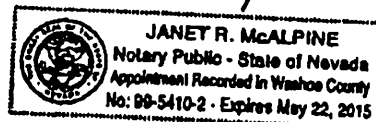
BY: Patricia Sanburn Anthony
Patricia Sanburn Anthony, living American woman

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 Janet R. McAlpine

(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, parceling, 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, parceling, 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, <u>Danielle Fallon</u> , 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 <u>14</u> th day of March in the Year 2012.	
<i>Danielle Fallon</i> Notary Public	

EXHIBIT 15

OCCUPANCY DECLARATION

To: CAPITOL COMMERCE MORTGAGE CO.

Re: Borrower:
WILLIAM M. ANTHONY and PATRICIA S. ANTHONY

Loan No: 278

Property Address: 3705 ANTHONY PLACE
SUN VALLEY, NV 89433

Borrower hereby declares, under penalty of perjury, as follows:

1. xx I/We will occupy the subject property as my/our principal residence as required by, and in compliance with, the terms of the Deed of Trust relating to the subject property;
2. ___ I/We will occupy the subject property as my/our second residence as required by, and in compliance with, the terms of the Deed of Trust relating to the subject property;
3. ___ I/We will not occupy the subject property.

Borrower(s) are aware and understand that the Borrower(s) will be in default if it is determined that materially false or inaccurate information or statements were made to the Lender during the loan application process, and/or the Borrower(s) failed to provide material information in connection with the loan evidenced by the Note, including but not limited to representations concerning occupancy of the property as a principal residence

Should the Borrower's plans with respect to occupancy change prior to close of the loan transaction, then it is agreed the Lender will immediately be notified of that fact; Borrower understands that without this declaration, Lender may refuse to make the loan in connection with the subject property.

I declare, under penalty of perjury, that the foregoing declaration is true and correct. If it is determined at any time that the foregoing is untrue, I / we will be subject to prosecution for fraud under applicable laws.

William M. Anthony
WILLIAM M. ANTHONY

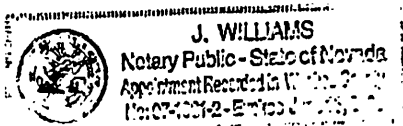
Patricia S. Anthony
PATRICIA S. ANTHONY

STATE OF Nevada

County ss: Washoe

Subscribed and sworn to before me this 21st day of June, 2002

WITNESS my hand and official seal.



6-16-05

Signature: J. Williams

J. Williams

Name (typed or printed)

My Commission Expires: 6-16-05

OCCUP.DECLARE.WPF(occupdec.wpf)

DOCUMENT "12"

DOCUMENT "12"

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

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

10
11 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
12 IN AND FOR THE COUNTY OF WASHOE
13 o0o

14
15 FEDERAL NATIONAL MORTGAGE
16 ASSOCIATION,
17 Plaintiff,

Case No. CV17-00843
Dept. No. 8

18 vs.

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

DEFENDANTS' OPPOSITION TO
FANNIE MAE'S MOTION FOR
PARTIAL SUMMARY JUDGMENT

21 Defendants.

22
23 PATRICIA ANTHONY, WILLIAM
24 ANTHONY

Counterclaimant

25 vs.

26
27 FEDERAL NATIONAL MORTGAGE
28 ASSOCIATION

Counterdefendant

Defendants Patricia Anthony and William Anthony (Anthony) file
the following Opposition to Fannie Mae's Motion for Partial Summary
Judgment

1 **1. Preliminary Statement**

2 The parties are filing cross motions for summary judgment. The
3 Anthonys filed their motion for partial summary judgment on April 19,
4 2019. For economy, the Anthonys incorporate the facts and arguments in
5 that motion as defenses to Fannie Mae's motion.

6 **2. Fannie Mae's Undisputed Facts**

7 To the extent that Fannie Mae's facts are based upon the note,
8 deed of trust, notice of default, notice of trustee's sale, trustee's deed and
9 all documents obtained from the Department of Manufactured Housing,
10 the Anthonys agree.

11 The Anthonys belief of whether or not the FUQUA mobile home
12 was or was not partial security for the note and deed of trust is a factual
13 issue. However, for the purposes of this motion, the Anthonys' belief is
14 not relevant for two reasons.

15 First, UCC 9-203 requires a description of the collateral, which is
16 missing in the deed of trust.

17 Second, even if the FUQUA mobile home were collateral, then the
18 Trustee's notice of sale is defective under Article Nine which triggers the
19 right to offset the statutory damages against Fannie Mae's damages..

20 **3. Issues Raised by Fannie Mae**

- 21 1. Whether the mobile home was collateral for the real
22 property loan.
- 23 2. Whether the Anthonys Affidavit of conversion recorded
24 in 2000 included both mobile homes.
- 25 3. Whether the manufactured homes were real property
26 when the foreclosure was completed, and
- 27 4. Whether Fannie Mae's attempts to transfer the title
28 violated the UCC

1 I. THE MOBILE HOME WAS NOT COLLATERAL

2 The facts are not in dispute. The mobile home at issue is the 1996
3 FUQUA Eagle Mobile Home with serial number 15233AC (Herein FUQUA).
4 It appears that the Anthonys filed an affidavit of conversion for the
5 FUQUA and one other mobile home, but for whatever reason, the FUQUA
6 did not get converted to real property.

7 The FUQUA was never converted to real property because the
8 affidavit is but one of four steps required to convert the mobile home to
9 real property. Specifically, NRS 361.244(2) states:

10 A mobile or manufactured home becomes real property
11 when the assessor of the county in which the mobile or
12 manufactured home is located has placed it on the tax roll as
13 real property. Except as otherwise provided in subsection 5,
14 the assessor shall not place a mobile or manufactured home
 on the tax roll until:

- 15 (a) The assessor has received verification from the Housing
16 Division of the Department of Business and Industry that
17 the mobile or manufactured home has been converted to
 real property;
- 18 (b) The unsecured personal property tax has been paid in
19 full for the current fiscal year;
- 20 (c) An affidavit of conversion of the mobile or manufactured
21 home from personal to real property has been recorded
22 in the county recorder's office of the county in which the
 mobile or manufactured home is located; and
- 23 (d) The dealer or owner has delivered to the Division a copy
24 of the recorded affidavit of conversion and all documents
25 relating to the mobile or manufactured home in its
 former condition as personal property.

26 There are four conditions, all of which must be met, to legally
27 convert the FUQUA to real property. Evidence of one condition - the
28

1 affidavit of conversion - is not enough to convert it to real property.
2 Therefore, the FUQUA at all times was personal property.

3 A mobile home is personal property unless all of the statutory
4 requirements have been fulfilled. *Matter of Colver*, 13 B.R. 521, 524
5 (Bankr. D. Nev. 1981). For that reason, the FUQUA could not be deemed
6 an improvement at the time of the foreclosure sale, since it was titled
7 property and there was no compliance with the requirements in NRS
8 361.244.

9 NRS 104.9203(2)(c)(1) requires a description of the personal
10 property collateral to be included in the written security agreement. The
11 argument that the mobile home is an "improvement" to the real
12 property, and hence subject to the deed of trust, fails. It is titled
13 property, and it can not be an improvement until the owner has fully
14 complied with the statutory requirements set forth in NRS 361.244(2).

15
16 II. THE ANTHONYS AFFIDAVIT OF CONVERSION RECORDED
IN 2000 DID NOT INCLUDE BOTH MOBILE HOMES

17 As noted in the previous section, the filing of an affidavit of
18 conversion is but one of four steps in order to convert the mobile home
19 to real property. Unless all four steps have been taken, the FUQUA can
20 not be real property.

21 III. THE MANUFACTURED HOME WAS NOT REAL PROPERTY
22 WHEN THE FORECLOSURE WAS COMPLETED

23 This issue is related to the prior one. Simply put a mobile home
24 can not be real property until all four steps have been taken as required
25 by NRS 361.244. That did not take place until September 16, 2015. That
26 was the date when Fannie Mae executed and filed an application for
27 duplicate ownership certificate with Nevada's Department of
28 Manufactured Housing for the FUQUA.

1 On that same day Fannie Mae executed and filed an Affidavit,
2 Application for Certificate of Ownership. Title was issued to Fannie Mae.
3 On November 18, 2015 Fannie Mae executed and filed an application to
4 convert the 1996 FUQUA to real property pursuant to NRS 361.244. The
5 application was successful, and that is when the FUQUA became real
6 property.

7 The records that reflect these facts had been subpoenaed from the
8 Department of Manufactured Housing. Those records have been attached
9 as Exhibit "3" to the Anthonys' April 19, 2019 motion for summary
10 judgment.

11 IV. FANNIE MAE'S ATTEMPTS TO TRANSFER THE TITLE
12 VIOLATED THE UCC

13 When a party enforces its remedies under section Six of Article 9,
14 but fails to comply with its requirements, NRS 104.9625(2) spells out the
15 consequences.

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

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

23 As explained in the Anthonys' motion for summary judgment,
24 there are two possible outcomes to this case. First, the FUQUA was
25 subject to Fannie Mae's security interest as an "improvement". Second, if
26 the FUQUA was not subject to Fannie Mae's security interest, then Fannie
27 Mae violated NRS 104.9619 by filing a false transfer statement.
28

1 If the FUQUA was collateral, Fannie Mae violated the notice
2 provisions set forth in NRS 104.9613 and 9614. That gives rise to
3 statutory damages. While such damages would be time barred in this
4 case, they are still available as an offset defense to all relief Fannie Mae
5 is seeking in its complaint.

6 This would include offset against Fannie Mae's damages for the
7 claims of trespass and conversion. For that reason, Fannie Mae's claims
8 are not relevant as the statutory damages are in excess of what it is
9 attempting to recover for trespass and conversion.

10 When a statute has passed on affirmative recovery of statutory
11 damages, then those time barred damages can be asserted as offset or
12 recoupment. See *Coxson v. Commonwealth Mortgage Company* 43 F.3d
13 189, 194 (5th Cir. 1995) holding that time barred Truth in Lending
14 Claims could be asserted defensively against secured creditor.

15 If the FUQUA was not collateral, Fannie Mae violated NRS 104.9619
16 by obtaining title to personal property that it never held a security
17 interest in. That took place within the 3 year statute of limitation, and
18 the Anthonys may recover statutory damages without regard to offset.

19 V. FANNIE MAE IS NOT ENTITLED TO SUMMARY JUDGMENT
20 ON ANTHONYS ARTICLE NINE COUNTERCLAIM

21 Fannie Mae argues summary should be granted on the basis of res
22 judicata/claim preclusion, laches, unclean hands and waiver. Specifically,
23 the issue should have been brought in the unlawful detainer action. The
24 action Fannie Mae references is the one filed in the Sparks Justice Court
25 entitled *Fannie Mae vs. Patricia and William Anthony*, 12-SCV-0936.

26 Compulsory counterclaims are defined under Nev. R. Civ. Pro.
27 13(a):
28

1 A pleading shall state as a counterclaim any claim which at
2 the time of serving the pleading the pleader has against any
3 opposing party, if it arises out of the transaction or
4 occurrence that is the subject matter of the opposing party's
5 claim and does not require for its adjudication the presence
6 of third parties of whom the court cannot acquire
7 jurisdiction. But the pleader need not state the claim if (1)
8 at the time the action was commenced the claim was the
9 subject of another pending action, or (2) the opposing party
10 brought suit upon the claim by attachment or other process
11 by which the court did not acquire jurisdiction to render a
12 personal judgment on that claim, and the pleader is not
13 stating any counterclaim under this Rule 13.

14 There are three reasons why Anthonys' Article Nine claim is not a
15 compulsory counterclaim.

16 First, the unlawful detainer proceeding was filed in Sparks Justice
17 Court in 2012. The documents subpoenaed from the Department of
18 Manufactured Housing show that Fannie Mae applied for the issuance of
19 title in 2015. After receiving title, Fannie Mae disposed of the collateral
20 by converting the FUQUA to the land Fannie Mae already owned.
21 Obviously, a compulsory counterclaim cannot be filed before the facts
22 giving rise to it occur.

23 Second, the unlawful detainer proceeding was filed in Sparks
24 Justice Court. In 2012 The district courts had subject matter jurisdiction
25 where the amount in controversy exceeds \$10,000.00. All amounts
26 under \$10,000.00 were subject to the jurisdiction of the Justice Court.
27 The note in question was in the principal amount of \$214,400.00. It bore
28 interest at 6.75%. Its term was 360 months. Statutory damages pursuant
to NRS 104.9625(3)(b) are \$307,654.00.

Third, Article Nine damages are not related to enforcement of
possession. In fact, they have nothing to do with whom is entitled to
posses the collateral. Rather, they are a statutory deterrent to force

1 secured creditors, such as Fannie Mae, to comply with Article Nine's
2 commercial reasonableness standards.

3 Laches, unclean hands and waiver also fail. It is the Anthonys'
4 position that the FUQUA was not subject to Fannie Mae's deed of trust as
5 it is titled property. It cannot become an improvement until the
6 Anthonys complied with all requirements set forth in NRS 361.244(2).
7 They did not. They only complied with one of the requirements. For that
8 reason, the FUQUA was always personal property until Fannie Mae
9 converted it to real property in 2015. Anthonys claim is timely.

10 As discussed above, if this Court were to find that compliance with
11 NRS 361.244(2) is not required for an Article Nine security interest to
12 attach, then the notice of sale was defective for the reasons stated in
13 Anthonys' motion for summary judgment. While it is true such a claim is
14 time barred, but Fannie Mae has not refuted the right to offset time
15 barred statutory damage claims against the damages it is seeking. The
16 Anthonys have cited such authority. See *Coxson v. Commonwealth*
17 *Mortgage Company* 43 F.3d 189, 194 (5th Cir. 1995) holding that time
18 barred Truth in Lending Claims could be asserted defensively against
19 secured creditor.

20 VI. ARTICLE NINE'S SAFE HARBOR RULE DOES NOT APPLY IN
21 THIS CASE

22 Fannie Mae cites Article Nine's safe harbor rule. It is set forth in
23 NRS 104.9628. The statutory damages under UCC 9-§625 are only
24 available in consumer transactions. They do not apply in commercial or
25 business transactions. Where the secured creditor fails to comply with
26 Section Six of Article Nine in a commercial transaction, UCC 9-§626
27 applies. It, in turn, creates a rebuttable presumption that had the
28

1 secured creditor complied with Article Nine, there would not be any
2 deficiency. See NRS 104.9626 which provides in relevant part:

3 (c) Except as otherwise provided in NRS 104.9628, if a
4 secured party fails to prove that the collection, enforcement,
5 disposition or acceptance was conducted in accordance with
6 the provisions of this part relating to collection,
7 enforcement, disposition or acceptance, the liability of a
8 debtor or a secondary obligor for a deficiency is limited to
an amount by which the sum of the secured obligation,
expenses and attorney's fees exceeds the greater of: . . .

9 (2) The amount of proceeds that would have been realized
10 had the noncomplying secured party proceeded in
11 accordance with the provisions of this part relating to
collection, enforcement, disposition or acceptance.

12 (d) For purposes of subparagraph (2) of paragraph (c), the
13 amount of proceeds that would have been realized is equal
14 to the sum of the secured obligation, expenses and
15 attorney's fees unless the secured party proves that the
amount is less than that sum.

16 Subsection (c) limits the deficiency to the actual proceeds or the
17 proceeds that would have been received, had the secured creditor
18 complied with Article Nine. Subsection (d) makes the presumption of no
19 deficiency a rebuttable one.

20 NRS 104.9626(1)(c) cross references NRS 104.9628, which is cited
21 by Fannie Mae. Specifically NRS 104.9628(3) says statutory damages are
22 not allowed where the secured creditor holds a reasonable belief that
23 the transaction is not a consumer goods transaction or the goods are not
24 consumer goods based upon a representation of the debtor.

25 Consumer goods are defined as goods that are used or bought for
26 use primarily for personal, family or household purposes. NRS
27 104.9102(1)(w). A consumer goods transaction means a consumer
28 transaction to the extent that: (1) A natural person incurs an obligation

1 primarily for personal, family or household purposes; and (2) A security
2 interest in consumer goods or in consumer goods and software that is
3 held or acquired primarily for personal, family or household purposes
4 secures the obligation. NRS 104.9102(1)(x).

5 Fannie Mae argues that it believed in good faith that the
6 manufactured homes were real property for the purposes of this
7 transaction. That is an irrelevant belief. NRS 104.9628(3)'s safe harbor
8 references a representation by the debtor that the transaction is
9 commercial, not consumer, in nature. Whatever property Fannie Mae
10 believed was included within the scope of the security interest is not
11 relevant. It is the nature of the transaction which forms the safe harbor.

12 **4. Conclusion**

13 Statutory damages are harsh. The Anthonys did default on the
14 note and deed of trust. The Anthonys did occupy the property after the
15 unlawful detainer judgment. Why should they get a windfall of statutory
16 damages?

17 Because the law requires it. If our legislature wanted to carve out
18 an exception for unclean hands or other equitable reason, it would have
19 done so. Our legislature did not, and our Courts must enforce the
20 statutory damage law as written. When a legislature adopts language
21 that has a particular meaning or history, rules of statutory construction
22 also indicate that a court may presume that the legislature intended the
23 language to have meaning consistent with previous interpretations of
24 the language. *Beazer Homes Nevada, Inc. v. Eighth Judicial Dist. Court ex*
25 *rel. County of Clark*, 97 P.3d 1132, 120 Nev. 575, (Nev. 2004)

26 This is not to say that Fannie Mae is without a remedy. It acted
27 through agents. Specifically, on November 19, 2015 the law firm of Puleo
28

1 Delisle PLLC sent the Department of Manufactured Housing a letter
2 informing it that the firm represented Fannie Mae. Puleo Delisle is the
3 culprit. It failed to look up or understand the law of Article Nine before
4 it filed a false transfer statement on Fannie Mae's behalf. Now Fannie
5 Mae is exposed. Fannie Mae has elected not to join Puleo Delisle to this
6 action by claiming contribution or indemnity. This was Fannie Mae's
7 choice; but it should not preclude the Anthonys from the remedy our
8 Legislature has elected to give them.

9
10 Dated: This 6 day of May, 2018

Affirmation

Pursuant to NRS 239B.030

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

13
14
15 By: 

Michael Lehners, Esq.


429 Marsh Ave.

Reno, Nevada 89509

Nevada Bar Number 003331

[illegible]

DEFENDANTS' OPPOSITION TO FANNIE MAE'S MOTION FOR PARTIAL SUMMARY JUDGMENT, addressed as follows:


Dolores Stigall