IN THE SUPREME COURT OF THE STATE OF NEVADA

NONA TOBIN, as Trustee of the GORDON B. HANSEN TRUST dated 8/22/08,

Appellants,

vs.

JOEL A. STOKES and SANDRA F. STOKES, as Trustees of the JIMIJACK IRREVOCABLE TRUST; YUEN K. LEE, an individual, d/b/a Manager, F. BONDURANT, LLC., SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC.; AND NATIONSTAR MORTGAGE, LLC,

Respondents.

Electronically Filed
Dec 19 2019 05:01 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

Supreme Court Case No.: 79295

District Court Case No A-15-720032-C
Consolidated with A-16-730078-C

APPELLANT'S APPENDIX OF DOCUMENTS

VOLUME IX of XIV

Michael R. Mushkin
Nevada Bar No. 2421
L. Joe Coppedge, Esq.
Nevada Bar No. 4954
MUSHKIN & COPPEDGE
6070 South Eastern Ave. Suite 270
Las Vegas, Nevada 89121
702-454-3333 Telephone
702-386-4979 Facsimile
jcoppedge@mccnvlaw.com

Volume	Document	Bates No.
I	Affidavit of Nona Tobin in Support of Nona Tobin and Steve Hansen's Motion to Intervene	AA 000151 - AA 000163
V	Amended Notice of Entry of Stipulation and Order Reforming Caption	AA 001025 - AA001034
XIV	Amended Transcript of Proceedings of Pretrial Conference to Correct Attorney Name Only 04/25/19	AA 002837 - AA 002860
XIV	Amended Transcript to Correct Title of Motion: Third Parties Nona Tobin and Steve Hansen's Motion to Intervene 09/29/16	AA 002885 - AA 002899
XIV	Case Appeal Statement	AA 002865 - AA 002869
I	Complaint	AA 000001- AA 000009
X	Counterclaimant, Nona Tobin's [Proposed] Findings of Fact and Conclusions of Law	AA 001906 - AA 001921
V	Cross-Claimant Nona Tobin's Opposition to Cross-Defendant Sun City Anthem Community Association's Motion for Summary Judgment	AA 000879 - AA 000994
IV	Cross-Defendant Sun City Anthem Community Association's Answer to Cross-Claims by Nona Tobin, An Individual and Trustee of the Gordon B. Hansen Trust	AA 000644 - AA 000651
IV	Cross-Defendant Sun City Anthem Community Association's Motion for Summary Judgment	AA 000652 - AA 000826
III	Cross-Defendant Sun City Anthem Community Association's Motion to Dismiss Nona Tobin's Cross-Claims	AA 000519 - AA 000529
VIII	Cross-Defendant Sun City Anthem Community Association's Opposition to Cross-Claimant Nona Tobin's Motion for Reconsideration	AA 001356 - AA 001369
V	Cross-Defendant Sun City Anthem Community Association's Reply in Support of its Motion for Summary Judgment	AA 000995 - AA 001008
I	Defendant in Intervention Nationstar Mortgage, LLC's Answer to Plaintiffs' Complaint and Counterclaim	AA 000057 - AA 000126
III	Disclaimer of Interest	AA 000530 - AA 000534
V	Findings of Fact, Conclusions of Law and Order on Cross-Defendant Sun City Anthem Community Association's Motion for Summary Judgment	AA 001035 - AA 001044
III	Initial Appearance Fee Disclosure	AA 000424 - AA 000426
I	Jimijack Irrevocable Trust's Motion to Consolidate Case No. A-16-730078-C and Case No. A-15-720032-C	AA 000136 - AA 000140

VIII	Joel Stokes and Sandra F. Stokes, As Trustees of the JimiJack Irrevocable Trust's, Joinder to Sun City Anthem Community Association's Opposition to Nona Tobin's Motion for Reconsideration	AA 001373 - AA 001375
I	Judgment by Default Against Defendant Bank of America	AA 000010 - AA 000011
VI	Motion for Reconsideration (Part 1)	AA 001102 - AA 001300
VII	Motion for Reconsideration (Part 2)	AA 001301 - AA 001353
II	Motion to Intervene into Consolidated Quiet Title Cases A-15-720032-C and Former Case A-16-730078	AA 000164 - AA 000281
I	Motion to Substitute Party, Intervene and Set Aside Default Judgment	AA 000012 - AA 000056
IV	Nationstar Mortgage, LLC's Limited Joinder to Sun City Anthem Community Association's Motion for Summary Judgment	AA 000827 - AA 000861
VIII	Nationstar Mortgage, LLC's Limited Joinder to Sun City Anthem Community Association's Opposition to Nona Tobin's Motion for Reconsideration	AA 001370 - AA 001372
I	Nationstar Mortgage, LLC's Non-Opposition to JimiJack Irrevocable Trust's Motion to Consolidate	AA 000141 - AA 000143
V	Nationstar Mortgage, LLC's Response to Nona Tobin's Opposition to Nationstar Mortgage, LLC's Motion for Summary Judgment Against JimiJack and Countermotion for Summary Judgment	AA 001059 - AA 001101
III	Nona Tobin's Answer to Plaintiff's Complaint and Counterclaim	AA 000386 - AA 000423
III	Nona Tobin's Crossclaim Against Thomas Lucas D/B/A Opportunity Homes, LLC	AA 000451 - AA 000509
III	Nona Tobin's Crossclaim Against Yuen K. Lee d/b/a F. Bondurant, LLC	AA 000427 - AA 000450
II	Nona Tobin's Crossclaim for Quiet Title Against Sun City Anthem Community Association, Inc. (HOA)	AA 000290 - AA 000385
XII	Nona Tobin's Declarations in Support of MINV as an Individual	AA 002339 - AA 002550
X	Nona Tobin's Motion to Intervene as an Individual Per Rule 24 (Part 1)	AA 001922 - AA 002076
XI	Nona Tobin's Motion to Intervene as an Individual Per Rule 24 (Part 2)	AA 002077 - AA 002326
XII	Nona Tobin's Motion to Intervene as an Individual Per Rule 24 (Part 3)	AA 002327 - AA 002338
XIV	Notice of Appeal	AA 002862 - AA 002864

III	Notice of Appearance of Counsel	AA 000615 - AA 000617
XIII	Notice of Entry of Findings of Fact, Conclusions of Law and Judgment	AA 002565 - AA 002580
V	Notice of Entry of Findings of Fact, Conclusions of Law and Order on Cross-Defendant Sun City Anthem Community Association's Motion for Summary Judgment	AA 001045 - AA 001058
X	Notice of Entry of Order Denying Motion for Reconsideration	AA 001889 - AA 001895
III	Notice of Entry of Order Denying Motion for Summary Judgment	AA 000620 - AA 000625
II	Notice of Entry of Order Granting Applicant Nona Tobin's Motion to Intervene	AA 000285 - AA 000289
I	Notice of Entry of Order Granting in Part Nationstar Mortgage, LLC's Motion to Substitute Party, Intervene and Set Aside Default Judgment	AA 000131 - AA 000135
IV	Notice of Entry of Order Granting Thomas Lucas and Opportunity Homes, LLC's Motion for Summary Judgment	AA 000633 - AA 000643
V	Notice of Entry of Stipulation and Order for Dismissal Without Prejudice as to Claims Against Opportunity Homes, LLC and F. Bondurant, LLC	AA 000868 - AA 000878
X	Notice of Entry of Stipulation and Order for the Dismissal of Nationstar Mortgage, LLC's Claims Against Jimijack Irrevocable Trust with Prejudice	AA 001899 - AA 001905
V	Notice of Entry of Stipulation and Order Reforming Caption	AA 001015 - AA 001024
XIV	Notice of Hearing	AA 002861
I	Notice of Lis Pendens	AA 000127 - AA 000130
VIII	Notice of Lis Pendens	AA 001354 - AA 001355
III	Opportunity Homes, LLC's Reply to Nationstar Mortgage, LLC's Opposition to Motion for Summary Judgment	AA 000601 - AA 000614
III	Opposition to Sun City Anthem's Motion to Dismiss	AA 000535 - AA 000558
X	Order Denying Motion for Reconsideration	AA 001885 - AA 001888
III	Order Denying Motion for Summary Judgment	AA 000618 - AA 000619
II	Order Granting Applicant Nona Tobin's Motion to Intervene	AA 000282 - AA 000284
I	Order Granting Motion to Consolidate and Denying Motion for Summary Judgment	AA 000144 - AA 000145

IV	Order Granting Thomas Lucas and Opportunity Homes, LLC's Motion for Summary Judgment	AA 000626 - AA 000632
XII	Order on Findings of Fact, Conclusions of Law and Judgment	AA 002551 - AA 002564
I	Plaintiff, JimiJack Irrevocable Trust's, Opposition to Nona Tobin and Steve Hansen's Motion to Intervene	AA 000146 - AA 000150
XIV	Recorder's Transcript Bench Trial Day 2 06/06/19	AA 002926 - AA 002960
XIV	Recorder's Transcript of Hearing All Pending Motions 09/26/19	AA 002870 - AA 002884
XIV	Recorder's Transcript of Hearing Nona Tobin's Motion to Intervene into Consolidated Quiet Title Cases A-15-720032-C and Former Case A-16-730078-C 12/20/16	AA 002900 - AA 002909
XIV	Recorder's Transcript of Hearing Sun City Anthem Community Association's Motion to Dismiss Nona Tobin, an Individual and Trustee of the Gordon B. Hansen Trust's Cross-Claim 03/28/17	AA 002910 - AA 002925
XIII	Recorder's Transcript of Hearing: All Pending Motions April 23, 2019	AA 002608 - AA 002640
XIII	Recorder's Transcript of Hearing: All Pending Motions April 27, 2017	AA 002581 - AA 002607
VIII	Reply to Cross-Defendant Sun City Anthem Community Association's Opposition to Tobin's Motion for Reconsideration (Part 1)	AA 001376 - AA 001576
IX	Reply to Cross-Defendant Sun City Anthem Community Association's Opposition to Tobin's Motion for Reconsideration (Part 2)	AA 001577 - AA 001826
X	Reply to Cross-Defendant Sun City Anthem Community Association's Opposition to Tobin's Motion for Reconsideration (Part 3)	AA 001827 - AA001884
III	Reply to Sun City Anthem Community Association's Reply in Support of its Motion to Dismiss	AA 000559 - AA 000583
IV	Stipulation and Order for Dismissal Without Prejudice as to Claims Against Opportunity Homes, LLC and F. Bondurant LLC	AA 000862 - AA 000867
X	Stipulation and Order for the Dismissal of Nationstar Mortgage, LLC's Claims Against Jimijack Irrevocable Trust with Prejudice	AA 001896 - AA 001898
V	Stipulation and Order Reforming Caption	AA 001009 - AA 001014
III	Sun City Anthem Community Association's Motion to Dismiss Nona Tobin, an Individual and Trustee of the Gordon B. Hansen Trust's Cross-Claim	AA 000510 - AA 000518
III	Sun City Anthem Community Association's Reply in Support of its Motion to Dismiss	AA 000584 - AA 000591

III	Thomas Lucas and Opportunity Homes, LLC's Reply to Nona Tobin's Opposition to Motion for Summary Judgment	AA 000592 - AA 000600
XIII	Transcript of Proceedings: All Pending Motions 01/10/19	AA 002657 - AA 002666
XIII	Transcript of Proceedings: All Pending Motions 03/26/19	AA 002667 - AA 002701
XIII	Transcript of Proceedings: All Pending Motions 05/25/17	AA 002641 - AA 002656
XIII	Transcript of Proceedings: All Pending Motions 05/29/19	AA 002751 - AA 002778
XIV	Transcript of Proceedings: Bench Trial Day 1 06/05/19	AA 002809 - AA 002836
XIV	Transcript of Proceedings: Calendar Call 06/03/19	AA 002779 - AA 002808
XIII	Transcript of Proceedings: Pretrial Conference 04/25/19	AA 002702 - AA 002725
XIII	Transcript of Proceedings: Status Check - Settlement Documents 05/21/19	AA 002726 - AA 002750

Compliance View Screen [update]

Case	2014-659	Date Created	02/18/2014
Legacy Compliance	191-13-811-052	Date Received	02/13/2014
Status	NOS CLOSED	How Received	LETTER
		Receiving Board	RED
Respondent ID	271957	Receiving Profession	
Respondent Address	**ESTATE OF GORDON B HANSEN, THE**	Receiving Department	OMB - NOTICE OF SALE (NOS) PROCESS
	◉ Public ○ Mail	Received By	Bonnie Schmidt
	ESTATE OF GORDON B HANSEN, THE 2763 WHITE SAGE DR HENDERSON, NV 89052	Priority	SOUTH
		Alleged Issues	OMB ADR - NRS 38.310(1)(a), DELINQUENT ASSESSMENTS
Complainant ID	123186	**Case Nature**	Chapter 38
Complainant	**SUN CITY ANTHEM COMMUNITY ASSOCIATION INC**		

Audit
Entry Items
Documents
Notes
Disciplines
Participants
Add Discipline

Comments: R808634

- **Resolution**
- **Action Items**
- **Participants**

Resolution [update]

Field	Value	Field	Value
Department:	OMB - NOTICE OF SALE (NOS) PROCESS	**Found Issues:**	
Worker:	Bonnie Schmidt	**Resolution:**	• OMB NOS - CANCELLED (OWNER RETAINED)

Starting Effective Date:	04/08/2013
Ending Effective Date:	05/15/2014
Date Closed:	05/15/2014

Resolution Notes:

Action Items [add]

Type	Assigned To	Activity	Due	Effective	Completed	Order Signed	Created	User
NOS - 4 TRUSTEE SALE CANCELLED	OMB - NOTICE OF SALE (NOS) PROCESS, Anne Moore	05/15/2014	05/15/2014	05/15/2014	05/15/2014		06/02/2014	Anne Moore
Target:	ESTATE OF GORDON B HANSEN, THE							
Case Status:	Status Changed To:	NOS CLOSED						
Comments:	89052							
NOS - 1 SEND NOTIFICATION LETTER (NOTICE REC'D)	OMB - NOTICE OF SALE (NOS) PROCESS, BONNIE SCHMIDT	03/07/2014	03/07/2014	02/18/2014	02/18/2014		02/18/2014	BONNIE SCHMIDT
Target:	ESTATE OF GORDON B HANSEN, THE							
Case Status:	Status Changed To:	PENDING NOS DATE OF SALE						
Action Info:	EFFECTIVE DATE OF NOS	02/11/2014						
	DEFAULT LIEN DATE ON NOS	04/08/2013						
	FORECLOSURE DATE ON NOS	03/07/2014						
	AMOUNT OF NOS	5,081.45						
	APN ON NOS	191-13-811-052						
Comments:	89052							

EXHIBIT 8.2

2/12/14 NOS PUBLISHED

2/14/14, 2/21/14, 2/28/14

EXHIBIT 2

Nevada Press Association
102 N. Curry St
Carson City, NV
89703
Phone: 775-885-0866
Fax: 775-885-8233
Email: nevadapress@att.net

About Us

NEVADA PRESS ASSOCIATION

Your online source for public notices in Nevada

Modify Current Search New Search Home

Public Notice Search Results

3 Public Notices matched your query.
Now Displaying Public Notice 1 through 3

You searched for: county:Clark|191-13-811-052+"2763 White Sage"
Date Range: Between 1/1/2010 and 10/17/2018.

County	Date	Public Notice Preview	Publication
Clark	2014/02/28	Assessor Parcel Number: 191-13-811-052 File Number: R808634 Property Address: 2763 White Sage Dr Hen	Nevada Legal News
Clark	2014/02/21	Assessor Parcel Number: 191-13-811-052 File Number: R808634 Property Address: 2763 White Sage Dr Hen	Nevada Legal News
Clark	2014/02/14	Assessor Parcel Number: 191-13-811-052 File Number: R808634 Property Address: 2763 White Sage Dr Hen	Nevada Legal News

Modify Current Search New Search Home

A public service by the members of
Nevada Press Association
Copyright © 1999 - 2018 Arizona Newspapers Association
If you have any questions please send an email to the administrator.
All Rights Reserved.

EXHIBIT 8.4

2763 WHITE SAGE

ONLY PUBLISHED NOTICE

CANCELLED 2/12/14 NOS

EXHIBIT 8.3

The newspapers of **Nevada** make public notices from their printed pages available electronically in a single database for the benefit of the public. This enhances the legislative intent of public notice - keeping a free and independent public informed about activities of their government and business activities that may affect them. Importantly, Public Notices now are in one place on the web (www.PublicNoticeAds.com), not scattered among thousands of government web pages.

County: Clark
Printed In: Nevada Legal News
Printed On: 2014/02/28

Assessor Parcel Number: 191-13-811-052 File Number: R808634 Property Address: 2763 White Sage Dr Henderson, NV 89052 NOTICE OF FORECLOSURE SALE UNDER THE LIEN FOR DELINQUENT ASSESSMENTS Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose. WARNING! A SALE OF YOUR PROPERTY IS IMMINENT! UNLESS YOU PAY THE AMOUNT SPECIFIED IN THIS NOTICE BEFORE THE SALE DATE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE. YOU MUST ACT BEFORE THE SALE DATE. IF YOU HAVE ANY QUESTIONS, PLEASE CALL RED ROCK FINANCIAL SERVICES AT (702) 932-6887 or (702) 215-8130. IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMANÃ¢â‚¬â„¢S OFFICE, NEVADA REAL ESTATE DIVISION AT (877) 829-9907 IMMEDIATELY. Red Rock Financial Services officially assigned as agent by the Sun City Anthem Community Association under the Lien for Delinquent Assessments. YOU ARE IN DEFAULT UNDER THE LIEN FOR DELINQUENT ASSESSMENTS, recorded on 12/14/2012 in Book Number 20121214 as Instrument Number 0001338 reflecting GORDON B. HANSEN, TRUSTEE OF THE GORDON B. HANSEN TRUST, DATED AUGUST 22, 2008 as the owner(s) of record on said lien. 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 proceedings against you, you should contact an attorney. The Notice of Default and Election to Sell Pursuant to the Lien for Delinquent Assessments was recorded on 04/08/2013 in Book Number 20130408 as Instrument Number 0001087 of the Official Records in the Office of the Recorder. NOTICE IS HEREBY GIVEN: That on 03/07/2014, at 10:00 a.m. at the front entrance of the Nevada Legal News located at 930 South Fourth Street, Las Vegas, NV 89101, that the property commonly known as 2763 White Sage Dr, Henderson, NV 89052 and land legally described as SUN CITY ANTHEM UNIT #19 PHASE 2 PLAT BOOK 102 PAGE 80 LOT 85 BLOCK 4 of the Official Records in the Office of the County Recorder of Clark County, Nevada, will sell at public auction to the highest bidder, for cash payable at the time of sale in lawful money of the United States, by cash, a cashierÃ¢â‚¬â„¢s check drawn by a state or national bank, a cashierÃ¢â‚¬â„¢s check drawn by a state or federal credit union, state or federal savings and loan association or savings association authorized to do business in the State of Nevada, in the amount of $5,081.45 as of 2/11/2014, which includes the total amount of the unpaid balance and reasonably estimated costs, expenses and advances at the time of the initial publication of this notice. Any subsequent Association assessments, late fees interest, expenses or advancements, if any, of the Association or its Agent, under the terms of the Lien for Delinquent Assessments shall continue to accrue until the date of the sale. The property heretofore described is being sold Ã¢â‚¬Å"as isÃ¢â‚¬Â. The sale will be made without covenant or warranty, expressed or implied regarding, but not limited to, title or possession, encumbrances, obligations to satisfy any secured or unsecured liens or against all right, title and interest of the owner, without equity or right of redemption to satisfy the indebtedness secured by said Lien, with interest thereon, as provided in the Declaration of Covenants, Conditions and Restrictions, recorded on 10/31/2000, in Book Number 20001031, as Instrument Number 02253 of the Official Records in the Office of the Recorder and any subsequent amendments or updates that may have been recorded. Dated: February 11, 2014 Prepared By Christie Marling, Red Rock Financial Services, on behalf of Sun City Anthem Community Association Reinstatement Information: (702) 483-2996 or Sale Information: (714) 573-7777 When Recorded Mail To: Red Rock Financial Services 4775 W. Teco Avenue, Suite 140 Las Vegas, NV 89118 (702) 483-2996 or (702) 932-6887 P1082780 2/14, 2/21, 02/28/2014

Public Notice ID:

EXHIBIT 8.4

OMB-NOS – 2532 GRANDVILLE

TWO NOS 7/6/12 & 11/26/13

EXHIBIT 8.4

Compliance View Screen [update]

Case	2012-1997	Date Created	07/10/2012
Legacy Compliance	190-06-410-083	Date Received	07/09/2012
		Date Reopened	12/04/2013
Status	NOS - CLOSED SOLD TO THIRD PARTY	How Received	LETTER
		Receiving Board	RED
Respondent ID	247073	Receiving Profession	
Respondent	EUGENE SEEBACHER	Receiving Department	OMB - NOTICE OF SALE (NOS) PROCESS
Address	◉ Public ○ Mail	Received By	Anne Moore
	EUGENE SEEBACHER 2532 GRANDVILLE AVE HENDERSON, NV 89052	Priority	SOUTH
		Alleged Issues	OMB NOS - NRS 116.31162, DELINQUENT ASSESSMENTS
Complainant ID	123186	**Case Nature**	Chapter 38
Complainant	SUN CITY ANTHEM COMMUNITY ASSOCIATION INC		

Comments: R62935

Audit
Entry Items
Documents
Notes
Disciplines
Participants
Add Discipline

- **Resolution**
- **Action Items**
- **Participants**

Resolution [update]

Field	Value	Field	Value
Department:	OMB - NOTICE OF SALE (NOS) PROCESS	**Found Issues:**	• OMB NOS - NRS 116.31162, DELINQUENT ASSESSMENTS
Worker:	Anne Moore	**Resolution:**	• OMB NOS - TRUSTEE DEED (PROPERTY FORECLOSED)

Starting Effective Date:	06/04/2010
Ending Effective Date:	01/02/2014
Date Closed:	01/02/2014

Resolution Notes:

Action Items [add]

Type	Assigned To	Activity	Due	Effective	Completed	Order Signed	Created ▼	User
NOS - 5 SOLD TO 3RD PARTY	OMB - NOTICE OF SALE (NOS) PROCESS, Anne Moore	01/02/2014	01/02/2014	01/02/2014	01/02/2014		01/09/2014	Anne Moore
Target:	EUGENE SEEBACHER							
Case Status:	Status Changed To:	NOS - CLOSED SOLD TO THIRD PARTY						
Comments:	89052							
NOS - 1 SEND NOTIFICATION LETTER (NOTICE REC'D)	OMB - NOTICE OF SALE (NOS) PROCESS, BONNIE SCHMIDT	01/02/2014	01/02/2014	12/04/2013	12/04/2013		12/04/2013	Anne Moore
Target:	EUGENE SEEBACHER							
Correspondence:	Letter: OMB NOS - FORECLOSURE NOTIFICATION LETTER.rtf (Preview Letter) Envelope: envelope.rtf							
Case Status:	Status Changed To:	PENDING NOS DATE OF SALE						
Action Info:	EFFECTIVE DATE OF NOS	11/26/2013						
	DEFAULT LIEN DATE ON NOS	06/04/2010						
	FORECLOSURE DATE ON NOS	01/02/2014						
	AMOUNT OF NOS	8,680.50						
	APN ON NOS	190-06-410-083						
	SALE AMOUNT	25,500.00						
Comments:	89052							
NOS - 4 TRUSTEE SALE CANCELLED	OMB - NOTICE OF SALE (NOS) PROCESS, Anne Moore	08/03/2012	08/03/2012	08/03/2012	08/03/2012		08/20/2012	Anne Moore
Target:	EUGENE SEEBACHER							
Case Status:	Status Changed To:	NOS CLOSED						

Comments:	89052						
NOS - 1 SEND NOTIFICATION LETTER (NOTICE REC'D)	OMB - NOTICE OF SALE (NOS) PROCESS, Anne Moore	08/03/2012	08/03/2012	07/10/2012	07/10/2012	07/10/2012	Anne Moore

Target: EUGENE SEEBACHER

Correspondence: Letter: OMB NOS - FORECLOSURE NOTIFICATION LETTER.rtf (Preview Letter)
Envelope: envelope.rtf

Case Status: Status Changed To: PENDING NOS DATE OF SALE

Action Info:

EFFECTIVE DATE OF NOS	07/06/2012
DEFAULT LIEN DATE ON NOS	06/04/2010
FORECLOSURE DATE ON NOS	08/03/2012
AMOUNT OF NOS	5,801.31
APN ON NOS	190-06-410-083

Comments: 89052

Nevada Press Association
102 N. Curry St
Carson City, NV
89703
Phone: 775-885-0866
Fax: 775-885-8233
Email: nevadapress@att.net

About Us

NEVADA PRESS ASSOCIATION

Your online source for public notices in Nevada

Modify Current Search New Search Home

Public Notice Search Results

6 Public Notices matched your query.
Now Displaying Public Notice 1 through 6

You searched for: county:Clark|190-06-410-083+"2532 Grandville"+(Sun|City)
Date Range: Between 1/1/2010 and 10/17/2018.

County	Date	Public Notice Preview	Publication
Clark	2013/12/26	Assessor Parcel Number: 190-06-410-083 File Number: R62935 Property Address: 2532 Grandville Ave , H	Nevada Legal News
Clark	2013/12/19	Assessor Parcel Number: 190-06-410-083 File Number: R62935 Property Address: 2532 Grandville Ave , H	Nevada Legal News
Clark	2013/12/12	Assessor Parcel Number: 190-06-410-083 File Number: R62935 Property Address: 2532 Grandville Ave , H	Nevada Legal News
Clark	2012/07/27	Assessor Parcel Number: 190-06-410-083 File Number: R62935 Property Address: 2532 Grandville Ave Hen	Nevada Legal News
Clark	2012/07/20	Assessor Parcel Number: 190-06-410-083 File Number: R62935 Property Address: 2532 Grandville Ave Hen	Nevada Legal News
Clark	2012/07/13	Assessor Parcel Number: 190-06-410-083 File Number: R62935 Property Address: 2532 Grandville Ave Hen	Nevada Legal News

Modify Current Search New Search Home

A public service by the members of
Nevada Press Association

Copyright © 1999 - 2018 Arizona Newspapers Association
If you have any questions please send an email to the administrator.
All Rights Reserved.

AA 001585

EXHIBIT 8.5

2532 GRANDVILLE

TWO NOS 7/6/12 & 11/26/13

EXHIBIT 8.5

EXHIBIT 8.6

2532 GRANDVILLE

PUBLISHED NOTICE #1

7/6/12 NOS
7/13/12, 7/20/12, 7/27/12

EXHIBIT 8.6

The newspapers of **Nevada** make public notices from their printed pages available electronically in a single database for the benefit of the public. This enhances the legislative intent of public notice - keeping a free and independent public informed about activities of their government and business activities that may affect them. Importantly, Public Notices now are in one place on the web (www.PublicNoticeAds.com), not scattered among thousands of government web pages.

County: Clark
Printed In: Nevada Legal News
Printed On: 2012/07/27

Assessor Parcel Number: 190-06-410-083 File Number: R62935 Property Address: 2532 Grandville Ave Henderson NV 89052 NOTICE OF FORECLOSURE SALE UNDER THE LIEN FOR DELINQUENT ASSESSMENTS Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose. WARNING! A SALE OF YOUR PROPERTY IS IMMINENT! UNLESS YOU PAY THE AMOUNT SPECIFIED IN THIS NOTICE BEFORE THE SALE DATE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE. YOU MUST ACT BEFORE THE SALE DATE. IF YOU HAVE ANY QUESTIONS, PLEASE CALL RED ROCK FINANCIAL SERVICES AT (702) 932-6887 or (702) 215-8130. IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMAN'S OFFICE, NEVADA REAL ESTATE DIVISION AT (877) 829-9907 IMMEDIATELY. Red Rock Financial Services officially assigned as agent by the Sun City Anthem Community Association under the Lien for Delinquent Assessments. YOU ARE IN DEFAULT UNDER THE LIEN FOR DELINQUENT ASSESSMENTS, recorded on 04/16/2010, in Book Number 20100416, as Instrument Number 0002652 reflecting EUGENE G. SEEBACHER as the owner(s) of record on said lien. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT PUBLIC SALE. If you need an explanation of the nature of the proceedings against you, you should contact an attorney. The Notice of Default and Election to Sell Pursuant to the Lien for Delinquent Assessments was recorded on 06/04/2010, in Book Number 20100604, as Instrument Number 0001876 of the Official Records in the Office of the Recorder. Notice is hereby given: That on 8/3/2012, at 10:00AM at The front entrance to The Nevada Legal News located at 930 So. Fourth St., Las Vegas, NV 89101, That the property commonly known as 2532 Grandville Ave Henderson NV 89052 and land legally described as SUN CITY ANTHEM #3 PLAT BOOK 84 PAGE 67 LOT 281 BLOCK 8 of the Official Records in the Office of the County Recorder of Clark County, Nevada will sell at public auction to the highest bidder, for cash payable at the time of sale in lawful money of the United States, cash, a cashierÃ¢â‚¬â„¢s check drawn by a state or national bank, a cashierÃ¢â‚¬â„¢s check drawn by a state or federal credit union, state or federal savings and loan association or savings association authorized to do business in the State of Nevada, in the amount of $5,801.31 as of 7/6/2012, which includes the total amount of the unpaid balance and reasonably estimated costs, expenses and advances at the time of the initial publication of this notice. Any subsequent Association assessments, late fees interest, expenses or advancements, if any, of the Association or its Agent, under the terms of the Lien for Delinquent Assessments shall continue to accrue until the date of the sale. The property heretofore described is being sold Ã¢â‚¬Å"as isÃ¢â‚¬Â. The sale will be made without covenant or warranty, expressed or implied regarding, but not limited to, title or possession, encumbrances, obligations to satisfy any secured or unsecured liens or against all right, title and interest of the owner, without equity or right of redemption to satisfy the indebtedness secured by said Lien, with interest thereon, as provided in the Declaration of Covenants, Conditions and Restrictions, recorded on 10/31/2000, in Book Number 20001031, as Instrument Number 02253 of the Official Records in the Office of the Recorder and any subsequent amendments or updates that may have been recorded. Dated: 7/6/2012 Prepared By Kimberly Sibley, Red Rock Financial Services, on behalf of Sun City Anthem Community Association Reinstatement Information: (702) 215-8130 or Sale Information: (714) 573-1965 When Recorded Mail To: Red Rock Financial Services 7251 Amigo Street, Suite 100 Las Vegas, Nevada 89119 (702) 215-8130 or (702) 932-6887 P964635 7/13, 7/20, 07/27/2012

Public Notice ID:

EXHIBIT 8.7

2532 GRANDVILLE

11/26/13 NOS

PUBLISHED NOTICE #2
12/12/13, 12/19/13, 12/26/13

EXHIBIT 8.7

The newspapers of **Nevada** make public notices from their printed pages available electronically in a single database for the benefit of the public. This enhances the legislative intent of public notice - keeping a free and independent public informed about activities of their government and business activities that may affect them. Importantly, Public Notices now are in one place on the web (www.PublicNoticeAds.com), not scattered among thousands of government web pages.

unty: Clark
Printed In: Nevada Legal News
Printed On: 2013/12/26

Assessor Parcel Number: 190-06-410-083 File Number: R62935 Property Address: 2532 Grandville Ave , Henderson, NV 89052 NOTICE OF FORECLOSURE SALE UNDER THE LIEN FOR DELINQUENT ASSESSMENTS Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose. WARNING! A SALE OF YOUR PROPERTY IS IMMINENT! UNLESS YOU PAY THE AMOUNT SPECIFIED IN THIS NOTICE BEFORE THE SALE DATE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE. YOU MUST ACT BEFORE THE SALE DATE. IF YOU HAVE ANY QUESTIONS, PLEASE CALL RED ROCK FINANCIAL SERVICES AT (702) 932-6887 or (702) 215-8130. IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMANÃ¢â‚¬â„¢S OFFICE, NEVADA REAL ESTATE DIVISION AT (877) 829-9907 IMMEDIATELY. Red Rock Financial Services officially assigned as agent by the Sun City Anthem Community Association under the Lien for Delinquent Assessments. YOU ARE IN DEFAULT UNDER THE LIEN FOR DELINQUENT ASSESSMENTS, recorded on 4/16/2010 in Book Number 20100416 as Instrument Number 0002652 reflecting EUGENE G. SEEBACHER as the owner(s) of record on said lien. 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 proceedings against you, you should contact an attorney. The Notice of Default and Election to Sell Pursuant to the Lien for Delinquent Assessments was recorded on 06/04/2010 in Book Number 20100604 as Instrument Number 0001876 of the Official Records in the Office of the Recorder. NOTICE IS HEREBY GIVEN: That on 1/2/2014, at 10:00 AM at the front entrance to the Nevada Legal News located at 930 South Fourth Street, Las Vegas, NV 89101, that the property commonly known as 2532 Grandville Ave , Henderson, NV 89052 and land legally described as SUN CITY ANTHEM #3 PLAT BOOK 84 PAGE 67 LOT 281 BLOCK 8 of the Official Records in the Office of the County Recorder of Clark County, Nevada, will sell at public auction to the highest bidder, for cash payable at the time of sale in lawful money of United States, by cash, a cashierÃ¢â‚¬â„¢s check drawn by a state or national bank, a cashierÃ¢â‚¬â„¢s check drawn by a state or federal credit union, state or federal savings and loan association or savings association authorized to do business in the State of Nevada, in the amount of $8,680.50 as of 11/26/2013, which includes the total amount of the unpaid balance and reasonably estimated costs, expenses and advances at the time of the initial publication of this notice. Any subsequent Association assessments, late fees interest, expenses or advancements, if any, of the Association or its Agent, under the terms of the Lien for Delinquent Assessments shall continue to accrue until the date of the sale. The property heretofore described is being sold Ã¢â‚¬Å"as isÃ¢â‚¬Â. The sale will be made without covenant or warranty, expressed or implied regarding, but not limited to, title or possession, encumbrances, obligations to satisfy any secured or unsecured liens or against all right, title and interest of the owner, without equity or right of redemption to satisfy the indebtedness secured by said Lien, with interest thereon, as provided in the Declaration of Covenants, Conditions and Restrictions, recorded on 10/31/2000 in Book Number 20001031, as Instrument Number 02253 of the Official Records in the Office of the Recorder and any subsequent amendments or updates that may have been recorded. Dated: 11/26/2013 Prepared By Christie Marling, Red Rock Financial Services, on behalf of Sun City Anthem Community Association Reinstatement Information: (702) 483-2996 or Sale Information: (714) 573-7777 When Recorded Mail To: Red Rock Financial Services 4775 W. Teco Ave, Suite 140 Las Vegas, NV 89118 (702) 483-2996 or (702) 932-6887 P1072773 12/12, 12/19, 12/26/2013

Public Notice ID:

AA 001590

EXHIBIT 8.8

OMB-NOS 2986 OLIVIA HEIGHTS

TWO NOS 3/25/14 & 11/05/14

EXHIBIT 8.8

Nevada Press Association
102 N. Curry St
Carson City, NV
89703
Phone: 775-885-0866
Fax: 775-885-8233
Email: nevadapress@att.net

About Us

NEVADA PRESS ASSOCIATION

Your online source for public notices in Nevada

Modify Current Search New Search Home

Public Notice Search Results

6 Public Notices matched your query.
Now Displaying Public Notice 1 through 6

You searched for: county:Clark|191-13-313-003+"2986 Olivia Heights Ave"+(Sun|City)
Date Range: Between 1/1/2010 and 10/17/2018.

County	Date	Public Notice Preview	Publication
Clark	2014/12/02	Assessor Parcel Number: 191-13-313-003 File Number: R67471 Property Address: 2986 Olivia Heights Ave	Nevada Legal News
Clark	2014/11/25	Assessor Parcel Number: 191-13-313-003 File Number: R67471 Property Address: 2986 Olivia Heights Ave	Nevada Legal News
Clark	2014/11/18	Assessor Parcel Number: 191-13-313-003 File Number: R67471 Property Address: 2986 Olivia Heights Ave	Nevada Legal News
Clark	2014/04/10	Assessor Parcel Number: 191-13-313-003 File Number: R67471 Property Address: 2986 Olivia Heights Ave	Nevada Legal News
Clark	2014/04/03	Assessor Parcel Number: 191-13-313-003 File Number: R67471 Property Address: 2986 Olivia Heights Ave	Nevada Legal News
Clark	2014/03/27	Assessor Parcel Number: 191-13-313-003 File Number: R67471 Property Address: 2986 Olivia Heights Ave	Nevada Legal News

Modify Current Search New Search Home

A public service by the members of
Nevada Press Association

Copyright © 1999 - 2018 Arizona Newspapers Association
If you have any questions please send an email to the administrator.
All Rights Reserved.

AA 001592

EXHIBIT 8.9

2986 OLIVIA HEIGHTS

TWO NOS 3/25/14 & 11/05/14

EXHIBIT 8.9

Compliance View Screen [update]

Case	2014-1204	Date Created	03/28/2014
Legacy Compliance	191-13-313-003	Date Received	03/27/2014
Status	PENDING NOS DATE OF SALE	How Received	LETTER
		Receiving Board	RED
Respondent ID	273399	Receiving Profession	
Respondent	CATHY BELL	Receiving Department	OMB - NOTICE OF SALE (NOS) PROCESS
Address	◉ Public ○ Mail CATHY BELL 2986 OLIVIA HEIGHTS AVE HENDERSON, NV 89052	Received By	Bonnie Schmidt
		Priority	SOUTH
		Alleged Issues	OMB ADR - NRS 38.310(1)(a), DELINQUENT ASSESSMENTS
Complainant ID	123186	**Case Nature**	Chapter 38
Complainant	SUN CITY ANTHEM COMMUNITY ASSOCIATION INC		

Comments: R67471

Audit
Entry Items
Documents
Notes
Disciplines
Participants
Add Discipline

- **Action Items**
- **Resolution**
- **Participants**

Action Items [add]

Type	Assigned To	Activity	Due	Effective	Completed	Order Signed	Created	User
NOS - 1 SEND NOTIFICATION LETTER (NOTICE REC'D)	OMB - NOTICE OF SALE (NOS) PROCESS, BONNIE SCHMIDT	12/09/2014	12/09/2014	12/01/2014	12/01/2014		12/01/2014	BONNIE SCHMIDT
Target:	CATHY BELL							
Case Status:	Status Changed To:	PENDING NOS DATE OF SALE						
Action Info:	EFFECTIVE DATE OF NOS	11/06/2014						
	DEFAULT LIEN DATE ON NOS	09/20/2010						
	FORECLOSURE DATE ON NOS	12/09/2014						
	AMOUNT OF NOS	5,566.64						
	APN ON NOS	191-13-313-003						
Comments:	89052							
NOS - 3 TRUSTEE SALE POSTPONED	OMB - NOTICE OF SALE (NOS) PROCESS, Anne Moore	10/10/2014	10/10/2014	06/10/2014	06/10/2014		06/16/2014	Anne Moore
Target:	CATHY BELL							
Case Status:	Status Changed To:	PENDING NOS DISPOSITION						
Comments:	89052							
NOS - 1 SEND NOTIFICATION LETTER (NOTICE REC'D)	OMB - NOTICE OF SALE (NOS) PROCESS, BONNIE SCHMIDT	04/17/2014	04/17/2014	03/28/2014	03/28/2014		03/28/2014	BONNIE SCHMIDT
Target:	CATHY BELL							
Case Status:	Status Changed To:	PENDING NOS DATE OF SALE						
Action Info:	EFFECTIVE DATE OF NOS	03/25/2014						
	DEFAULT LIEN DATE ON NOS	09/20/2010						
	FORECLOSURE DATE ON NOS	04/17/2014						
	AMOUNT OF NOS	8,149.18						
	APN ON NOS	191-13-313-003						
Comments:	89052							

EXHIBIT 8.10

2986 OLIVIA HEIGHTS
3/25/14 NOS

PUBLISHED NOTICE #1

3/27/14, 4/3/14, 4/10/14

EXHIBIT 8.10

The newspapers of **Nevada** make public notices from their printed pages available electronically in a single database for the benefit of the public. This enhances the legislative intent of public notice - keeping a free and independent public informed about activities of their government and business activities that may affect them. Importantly, Public Notices now are in one place on the web (www.PublicNoticeAds.com), not scattered among thousands of government web pages.

County: Clark
Printed In: Nevada Legal News
Printed On: 2014/03/27

Assessor Parcel Number: 191-13-313-003 File Number: R67471 Property Address: 2986 Olivia Heights Ave Henderson, NV 89052 NOTICE OF FORECLOSURE SALE UNDER THE LIEN FOR DELINQUENT ASSESSMENTS Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose. WARNING! A SALE OF YOUR PROPERTY IS IMMINENT! UNLESS YOU PAY THE AMOUNT SPECIFIED IN THIS NOTICE BEFORE THE SALE DATE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE. YOU MUST ACT BEFORE THE SALE DATE. IF YOU HAVE ANY QUESTIONS, PLEASE CALL RED ROCK FINANCIAL SERVICES AT (702) 932-6887 or (702) 215-8130. IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMANÃ¢â‚¬â„¢S OFFICE, NEVADA REAL ESTATE DIVISION AT (877) 829-9907 IMMEDIATELY. Red Rock Financial Services officially assigned as agent by the Sun City Anthem Community Association under the Lien for Delinquent Assessments. YOU ARE IN DEFAULT UNDER THE LIEN FOR DELINQUENT ASSESSMENTS, recorded on 07/01/2010 in Book Number 20100701 as Instrument Number 0001612 reflecting CATHY L. BELL AND/OR RICHARD A. BELL FAMILY TRUST as the owner(s) of record on said lien. 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 proceedings against you, you should contact an attorney. The Notice of Default and Election to Sell Pursuant to the Lien for Delinquent Assessments was recorded on 09/20/2010 in Book Number 20100920 as Instrument Number 0001455 of the Official Records in the Office of the Recorder. NOTICE IS HEREBY GIVEN: That on 04/17/2014, at 10:00 a.m. at the front entrance of the Nevada Legal News located at 930 South Fourth Street, Las Vegas, NV 89101, that the property commonly known as 2986 Olivia Heights Ave, Henderson, NV 89052 and land legally described as SUN CITY ANTHEM UNIT #17 PLAT BOOK 104 PAGE 20 LOT 343 BLOCK 2 of the Official Records in the Office of the County Recorder of Clark County, Nevada, will sell at public auction to the highest bidder, cash payable at the time of sale in lawful money of the United States, by cash, a cashierÃ¢â‚¬â„¢s check drawn by a state or national bank, a cashierÃ¢â‚¬â„¢s check drawn by a state or federal credit union, state or federal savings and loan association or savings association authorized to do business in the State of Nevada, in the amount of $8,149.18 as of 3/25/2014, which includes the total amount of the unpaid balance and reasonably estimated costs, expenses and advances at the time of the initial publication of this notice. Any subsequent Association assessments, late fees interest, expenses or advancements, if any, of the Association or its Agent, under the terms of the Lien for Delinquent Assessments shall continue to accrue until the date of the sale. The property heretofore described is being sold Ã¢â‚¬Å"as isÃ¢â‚¬Â. The sale will be made without covenant or warranty, expressed or implied regarding, but not limited to, title or possession, encumbrances, obligations to satisfy any secured or unsecured liens or against all right, title and interest of the owner, without equity or right of redemption to satisfy the indebtedness secured by said Lien, with interest thereon, as provided in the Declaration of Covenants, Conditions and Restrictions, recorded on 10/31/2000, in Book Number 20001031, as Instrument Number 02253 of the Official Records in the Office of the Recorder and any subsequent amendments or updates that may have been recorded. Dated: March 25, 2014 Prepared By Christie Marling, Red Rock Financial Services, on behalf of Sun City Anthem Community Association Reinstatement Information: (702) 483-2996 or Sale Information: (714) 573-7777 When Recorded Mail To: Red Rock Financial Services 4775 W. Teco Ave, Suite 140 Las Vegas, Nevada 89118 (702) 483-2996 or (702) 932-6887 P1088283 3/27, 4/3, 04/10/2014

Public Notice ID:

EXHIBIT 8.11

2986 OLIVIA HEIGHTS 11/5/14 NOS

PUBLISHED NOTICE #2

11/18/14, 11/25/14, 12/2/14

EXHIBIT 8.11

The newspapers of **Nevada** make public notices from their printed pages available electronically in a single database for the benefit of the public. This enhances the legislative intent of public notice - keeping a free and independent public informed about activities of their government and business activities that may affect them. Importantly, Public Notices now are in one place on the web (www.PublicNoticeAds.com), not scattered among thousands of government web pages.

County: Clark
Printed In: Nevada Legal News
Printed On: 2014/12/02

Assessor Parcel Number: 191-13-313-003 File Number: R67471 Property Address: 2986 Olivia Heights Ave Henderson, NV 89052 NOTICE OF FORECLOSURE SALE UNDER THE LIEN FOR DELINQUENT ASSESSMENTS Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose. WARNING! A SALE OF YOUR PROPERTY IS IMMINENT! UNLESS YOU PAY THE AMOUNT SPECIFIED IN THIS NOTICE BEFORE THE SALE DATE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE. YOU MUST ACT BEFORE THE SALE DATE. IF YOU HAVE ANY QUESTIONS, PLEASE CALL RED ROCK FINANCIAL SERVICES AT (702) 932-6887 or (702) 215-8130. IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMANÃ¢â‚¬â„¢S OFFICE, NEVADA REAL ESTATE DIVISION AT (877) 829-9907 IMMEDIATELY. Red Rock Financial Services officially assigned as agent by the Sun City Anthem Community Association under the Lien for Delinquent Assessments. YOU ARE IN DEFAULT UNDER THE LIEN FOR DELINQUENT ASSESSMENTS, recorded on 07/01/2010 in Book Number 20100701 as Instrument Number 0001612 reflecting CATHY L. BELL AND/OR RICHARD A. BELL FAMILY TRUST as the owner(s) of record on said lien. 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 proceedings against you, you should contact an attorney. The Notice of Default and Election to Sell Pursuant to the Lien for Delinquent Assessments was recorded on 09/20/2010 in Book Number 20100920 as Instrument Number 0001455 of the Official Records in the Office of the Recorder. NOTICE IS HEREBY GIVEN: That on 12/09/2014, at 10:00 a.m. at the front entrance of the Nevada Legal News located at 930 South Fourth Street, Las Vegas, NV 89101, that the property commonly known as 2986 Olivia Heights Ave, Henderson, NV 89052 and land legally described as and land legally described as SUN CITY ANTHEM UNIT #17 PLAT BOOK 104 PAGE 20 LOT 343 BLOCK 2 of the Official Records in the Office of the County Recorder of Clark County, Nevada of the Official Records in the Office of the County Recorder of Clark County, Nevada, will sell at public auction to the highest bidder, for cash payable at the time of sale in lawful money of the United States, by cash, a cashierÃ¢â‚¬â„¢s check drawn by a state or national bank, a cashierÃ¢â‚¬â„¢s check drawn by a state or federal credit union, state or federal savings and loan association or savings association authorized to do business in the State of Nevada, in the amount of $5,566.64 as of 11/5/2014, which includes the total amount of the unpaid balance and reasonably estimated costs, expenses and advances at the time of the initial publication of this notice. Any subsequent Association assessments, late fees interest, expenses or advancements, if any, of the Association or its Agent, under the terms of the Lien for Delinquent Assessments shall continue to accrue until the date of the sale. The property heretofore described is being sold Ã¢â‚¬Å"as isÃ¢â‚¬Â. The sale will be made without covenant or warranty, expressed or implied regarding, but not limited to, title or possession, encumbrances, obligations to satisfy any secured or unsecured liens or against all right, title and interest of the owner, without equity or right of redemption to satisfy the indebtedness secured by said Lien, with interest thereon, as provided in the Declaration of Covenants, Conditions and Restrictions, recorded on 10/31/2000, in Book Number 20001031, as Instrument Number 02253 of the Official Records in the Office of the Recorder and any subsequent amendments or updates that may have been recorded. Dated: 11/5/2014 Prepared By Christie Marling, Red Rock Financial Services, on behalf of Sun City Anthem Community Association Reinstatement Information: (702) 483-2996 or Sale Information: (714) 573-7777 When Recorded Mail To: Red Rock Financial Services 4775 W. Teco Ave, Suite 140 Las Vegas, NV 89118 (702) 483-2996 or (702) 932-6887 P1119738 11/18, 11/25, 12/02/2014

Public Notice ID:

AA 001598

MICHAEL R. MUSHKIN
Nevada Bar No. 2421
L. JOE COPPEDGE
Nevada Bar No. 4954
MUSHKIN CICA COPPEDGE
4475 S. Pecos Road
Las Vegas, NV 89121
Telephone: 702-386-3999
Facsimile: 702-454-3333
Michael@mushlaw.com
Joe@mushlaw.com

Attorneys for Nona Tobin, an individual and as Trustee of the Gordon B. Hansen Trust

DISTRICT COURT

CLARK COUNTY, NEVADA

JOEL A. STOKES and SANDRA F. STOKES, as trustee for the JIMIJACK IRREVOCABLE TRUST, Plaintiff, vs. BANK OF AMERICA, N.A Defendant.	Case No.: A-15-720032-C Consolidated with: A-16-730078-C Department: XXXI DECLARATION OF NONA TOBIN IN OPPOSITION TO NATIONSTAR'S MOTION FOR SUMMARY JUDGMENT
NATIONSTAR MORTGAGE LLC Counter-claimant, vs. JIMIJACK IRREVOCABLE TRUST, Counter-defendant. NONA TOBIN, an Individual and Trustee of the GORDON B. HANSEN TRUST, Dated 8/22/08, Counter-claimant,	**DRAFTED NOT BEFORE CONSIDERED BY COURT**

vs.

JOEL A. STOKES and SANDRA F. STOKES, as trustee for the JIMIJACK IRREVOCABLE TRUST, SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC., YUEN K. LEE, an Individual, d/b/a Manager, F.BONDURANT, LLC, and DOES 1-10, AND ROE CORPORATIONS 1-10, inclusive,

Counter-defendants.

DECLARATION OF NONA TOBIN

Nona Tobin, under penalty of perjury, states as follows:

I have personal knowledge of the facts stated herein, except for those facts stated to be based upon information and belief. If called to do so, I would truthfully and competently testify to the facts stated herein, except those facts stated to be based upon information and relief.

I am submitting the attached exhibits to dispute alleged facts in Nationstar's March 21, 2019 Motion for Summary Judgment.

Exhibits of recorded and filed documents that refute Nationstar's claims re Jimijack

1. I prepared the affidavit, filed September 16, 2016, in support of Nona Tobin's and Steve Hansen's Motion to Intervene that was denied without prejudice (See Exhibit 1) which shows my intent to address the issue of voiding the sale before I asserted claims against Nationstar.

2. Exhibit 2 is the January 11, 2017 order, entered on January 12, 2017, granting Nona Tobin's Motion to Intervene.

3. Exhibit 3 is NSM 190, wherein notary CluAynne M. Corwin witnessed Yuen K. Lee's signature as if Thomas Lucas stood before her.

4. There is no record in the notary's journal of the deed in which, notary CluAynne M.

Corwin documented that she had witnessed Yuen K. Lee, execute a deed to transfer title on June 8, 2015 to Plaintiff Jimijack.

5. Pursuant to NRS 111.345,. the quit claim deed, recorded on June 9, 2015 which purported to convey F. Bondurant LLC's interest to Plaintiff Jimjack is not admissible as evidence to support a claim of ownership.

> "If the party contesting the proof of any conveyance or instrument shall make it appear that any such proof was taken upon the oath of an incompetent witness, neither such conveyance or instrument, nor the record thereof, shall be received in evidence, until established by other competent proof."

6. I rebut the validity of the June 8, 2015 deed pursuant to NRS 111.340, which states

> "Neither the certificate of the acknowledgment nor of the proof of any conveyance or instrument, nor the record, nor the transcript of the record, of such conveyance or instrument, shall be conclusive, but the same may be rebutted",

7. Exhibit 4 is Opportunity Homes, LLC/Thomas Lucas Disclaimer of Interest, filed into this case on March 8, 2013

8. Exhibit 5 is Steve Hansen's Disclaimer of Interest, recorded on March 28, 2017.

9. Exhibit 6 is Thomas Lucas/Opportunity Homes, LLC's Disclaimer of interest, filed into this case on March 8, 2017.

10. Exhibit 7 is Yuen K. Lee/F. Bondurant, LLC's Disclaimer of Interest, filed into this case on March 13, 2017.

11. Exhibit 8, the only valid deed on record by a party to this case who is seeking to quiet title in its favor, conveys title to Nona Tobin..

12. As Trustee, of the Gordon B. Hansen Trust, dated August 2, 2008, I transferred any and all of the Gordon B. Hansen Trust's interest in the property, to Nona Tobin, an individual, the copy of which in Exhibit 8 was retrieved from Nationstar's disclosure NSM 0208-0211.

//

//

Exhibits of recorded and filed documents that refute Nationstar's claims to own the DOT

13. Exhibit 9 shows On December 1, 2014. Nationstar, alleging to be BANA's "attorney-in-fact", recorded an assignment of BANA's interest to Nationstar, effective on October 23, 2014 although Nationstar's disclosures, NSM0001 through NSM0413 did not disclose any document that gave it legal authorization to act as BANA's attorney-in-fact. Nationstar merely refers to its December 1, 2014 assignment of BANA's interest to itself as "an assignment outside the chain of title."

14. Exhibit 10 is Nationstar's March 8, 2019 recorded Rescission of the disputed December 1, 2014 self-assignment (from BANA to Nationstar), (NSM 0409-411), that stated

> "they nullify and invalidate the assignment to same extent and effect as though the assignment had never been issued and recorded."

15. Exhibit 11 (NSM0412-0413) disclosed that on March 28, 2019, Nationstar recorded a "Corporate Assignment of Deed of Trust", executed on February 25, 2019, by Nationstar, acting as Wells Fargo's "attorney-in-fact", assigned the deed of trust to Nationstar again.

16. Exhibit 12 is NSM 0270-0272, the only limited power of attorney disclosed by Nationstar, but which is inapplicable to the deeds of trust in this case.

17. The document in NSM 0270-0272 is irrelevant as it did not authorize Nationstar to execute any assignment of any deed of trust, executed by Gordon Hansen, as Wells Fargo's attorney-in-fact that are disputed in this case.

18. Nationstar's disclosures NSM0001 through NSM0413 did not disclose any document that gave Nationstar legal authorization to act as BANA's or Wells Fargo's attorney-in-fact for either corporate assignment, executed on October 23, 2014, and February 25, 2019.

19. The Wells Fargo limited power of attorney disclosed by Nationstar NSM 270-272 was "valid only for a period of six months from April 1, 2016 unless cancelled prior to said date", and was not in effect and would not legitimize either corporate assignment, executed on October 23, 2014, and February 25, 2019, by Nationstar claiming to be Wells Fargo's "attorney-in-fact".

20. Exhibit 13 is the recorded Wells Fargo SUBSTITUTION OF TRUSTEE AND FULL

RECONVEYANCE, not include in Nationstar's disclosures, executed on March 2, 2015 by Lisa Wilm, Wells Fargo Vice President Loan Documentation.

21. Exhibit 14 is a Substitution of Trustee, recorded on August 17, 2015, executed by Nationstar on August 6, 2015, acting as Wells Fargo's attorney in fact which Nationstar failed to include in its disclosures.

22. Exhibit 15 (NSM 258-260) is a COPY of the note which is not admissible proof that Nationstar holds the ORIGINAL note. In fact, absent holding the original note, Nationstar cannot claim it is the noteholder the any more than I could claim that some debtor owed me money if I held only a **copy** of that debtor's I.O.U. to a third party, particularly if that copy of the note was never endorsed to me.

23. I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct

Dated the 22nd day of March 2019,

Nona Tobin

Exhibit I

Exhibit I

AFFD
NONA TOBIN
STEVE HANSEN
2664 Olivia Heights Ave.
Henderson NV 89052
(702) 465-2199
Applicants for Intervention
In Proper Person

Electronically Filed
09/23/2016 12:28:58 PM

CLERK OF THE COURT

DISTRICT COURT
CLARK COUNTY, NEVADA

JOEL A. STOKES and SANDRA F. STOKES, as trustees of the JIMIJACK IRREVOCABLE TRUST, Plaintiffs, vs. BANK OF AMERICA, N.A.; SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC.; DOES 1 through X and ROE BUSINESS ENTITIES 1 through 10, inclusive, Defendants.	Case No.: A-15-720032-C Dept. No.: XXXI **AFFIDAVIT OF NONA TOBIN IN SUPPORT OF NONA TOBIN AND STEVE HANSEN'S MOTION TO INTERVENE**

COMES NOW, NONA TOBIN and STEVE HANSEN (*"Applicants"*), in proper person, and hereby submit this Affidavit of Nona Tobin in support of their Motion to Intervene.

Dated this 22nd day of September, 2016.

/s/ Nona Tobin
NONA TOBIN
2664 Olivia Heights Ave.
Henderson NV 89052
(702) 465-2199
Applicants for Intervention,
In Proper Person

/s/ Steve Hansen
STEVE HANSEN
21417 Quail Springs Rd.
Tehachapi, CA 93561
(661) 513-6616
Applicants for Intervention,
In Proper Person

AFFIDAVIT OF NONA TOBIN IN SUPPORT OF NONA TOBIN AND STEVE HANSEN'S MOTION TO INTERVENE

STATE OF NEW MEXICO)
) ss:
COUNTY OF TOAS)

1. I, NONA TOBIN, am one of two individuals who filed as pro se litigants a motion to intervene in case A730078, Nationstar Mortgage, LLC vs. Opportunity Homes, LLC.

2. Our interest in the case is as the sole beneficiaries of the Gordon B. Hansen Trust (*herein the Trust*) which was the equitable title holder of the subject property, 2763 White Sage Drive, Henderson, NV at the time title was transferred to Opportunity Homes by virtue of the disputed August 15, 2014 foreclosure sale for delinquent HOA assessments.

3. The Gordon B. Hansen Trust was the equitable title holder of the subject property at 2763 White Sage Drive, Henderson, beginning August 27, 2008 when the property was assigned to the Trust by Mr. Hansen, who was sole owner, since July, 2004 when his then-wife quit claimed her interest to him pursuant to their divorce property settlement.

4. Our claim will be that the HOA sale should be voided and title returned to the Trust, and therefore, to us as the beneficiaries of the Trust.

5. I became the Successor Trustee of the Gordon B. Hansen Trust, dated August 22, 2008 and amended on August 10, 2011, on January 14, 2012, when the Grantor Gordon. B Hansen died.

6. All evidence that will be presented to support the claims that will be made in our case will be based on my personal knowledge, my personal research of public records, documents in my possession, actions I took on behalf of the Trust over the past 4 and one half years, correspondence to and from me and the banks as well as the official certified records of the two

realtors that document over two and one-half years of dealing with bizarre behavior by the banks whose investors refused to close on offers as high as $395,000 on a loan with a $389,000 balance and an offer for $375,000 as late as two weeks before the HOA sale transferred title for $63,100.

7. I am filing this affidavit to clarify: 1) how we as individuals relate to the Gordon B. Hansen Trust, the real party in interest, and 2) the authority I have as Trustee of the Trust that was the equitable title holder at the time of the disputed HOA sale.

8. There are two beneficiaries of the Trust and we are now the sole surviving members of the Trust: Nona Tobin and Steve Hansen, each with a 50% interest.

9. Steve Hanson, son of the Trust's Grantor, is a resident of California, works full time, and has not participated in any way in the actions related to the Trust or this case that will serve as the basis for our complaint.

10. Steve Hansen is named as a co-complainant at my request, but he will not be appearing in court as he has no personal knowledge of the facts and issues surrounding the case. He is named only to ensure that the court is aware that I am acting as the Trustee, a fiduciary with the authority to act on behalf of the Trust; I am not acting like an attorney.

11. During the past four and half years, I have spent literally hundreds of hours and signed hundreds of pages of documents in my capacity as Successor Trustee dealing with problems regarding this property, and I can say without a doubt, I know more about transactions related to this particular property than anyone.

12. All our claims will be based on what I know personally, documents I wrote, received as Executor, or have as part of the Realtors' certified history of two listing agreements, and my detailed analysis of the public record.

13. It is arguable that the local rule 7.42(b) which states a "corporation may not appear in proper person", would apply here and thus bar "Nona Tobin, as Trustee of the Gordon B. Hansen Trust" from appearing in proper person.

14. However, to avoid any possible appearance of usurping authority reserved for members of the Nevada bar, it was with an abundance of caution that I put the names of both beneficiaries, in pro per, as the parties applying to intervene.

15. The Trust is not a corporation, rather it is a Grantor Trust formed in Nevada under the provisions of NRS 163 re Creation of Trusts.

16. In addition to the powers granted to the Trustee explicitly in the Trust document, the powers listed in NRS 163.265 through NRS163.410 were incorporated by reference.

17. In pursuing this litigation to quiet title back to the Trust, I am exercising the power of a Trustee incorporated by reference in the Trust of NRS163.375 which states: "A fiduciary may compromise, adjust, arbitrate, sue on or defend, abandon or otherwise deal with and settle claims in favor of or against the estate or trust as the fiduciary deems advisable, and the fiduciary's decision shall be conclusive between the fiduciary and the beneficiaries of the estate or trust and the person against or for whom the claim is asserted, in the absence of fraud by such person, and, in the absence of fraud, bad faith or gross negligence of the fiduciary, shall be conclusive between the fiduciary and the beneficiaries of the estate or trust."

18. Our motion to intervene was in concert with Nationstar's, i.e., to have the court declare that the HOA sale invalid, although we do have other claims and additional rationale as to why the HOA sale should be voided, including fraud on the part of the HOA agent.

19. In that case Nationstar prayed, among other things, to have the court declare that the August 15, 2014 foreclosure sale was void for violations of due process, and further that the

illegitimate HOA sale conveyed no interest in the subject property to Opportunity Homes as the high bidder.

20. Beyond that, our claim will state that the HOA sale was implemented in a manner that was statutorily noncompliant, violated our due process rights, was commercially unreasonable and was fraudulently conducted by Red Rock Financial Services usurping the authority of Sun City Anthem Community Association, Inc. (HOA) for their own unjust enrichment.

21. When our motion to intervene was filed on July 29, 2016, it was to intervene on case A730078, Nationstar v. Opportunity Homes, filed on January 12, 2016, which I was aware of because of the Lis Pendens against the property recorded by WFZ on January 13, 2016.

22. Our intervention into that case was to support Nationstar's claim that the HOA sale was invalid, for the same as well as different reasons, but also to pray that once the defective HOA sale was voided by the court, title should return to the equitable owner (the Trust) by placing all parties back as they were, i.e., to re-gain whatever title or security interests they actually had, on the day prior to the sale.

23. In our scenario, Nationstar would retain whatever security interest they had (and they legitimately could prove they had) in the first deed of trust on August 14, 2014 <u>and no more</u>.

24. Our prayer to the court would be to 1) void the sale, 2) give back title to us as the equitable titleholders prior to the fraudulent HOA sale, and 3) not allow Nationstar's claims to a security interest to prevail by bypassing the requirements of Nevada's 2011 anti-foreclosure fraud law, SB 284.

25. I believe Nationstar's claims are clearly contradicted by evidence I possess.

26. NRS163.270 gives the Trustee powers related to buying and selling property, and I exercised this power between 2012 and 2014 first by signing an exclusive listing agreement with Proudfit Realty from the period of February, 2012 through July, 2013.

27. During the Proudfit listing, there were two contingent sales (one at full price) that are documented to have failed due to Bank of America's recalcitrant investor's resistance, and also documented is a refusal by Bank of America to accept my proffered deed in lieu (DIL).

28. I subsequently signed an exclusive agency agreement to sell the property with Berkshire Hathaway Home Services, Nevada Properties (BHHS), and the signed listing agreements extended from February, 2014 through October, 2014.

29. During the BHHS listing, the disputed HOA sale occurred. My BHHS agent Craig Leidy told me that he was not notified until the day before the sale by Thomas Lucas, a fellow BHHS Realtor that he was going to bid on Craig's listing. Craig Leidy also stated that he had requested notice and there had been four postponements previously where notice had been provided to him by Christine Marley of Red Rock Financial Services.

30. The improperly-noticed HOA sale also occurred after the HOA's agent notified the Nevada Real Estate Division Office of the Ombudsman (OMB) to cancel the Notice of Sale NRS 38.310 process because the "Owner was retained."

31. The Foreclosure deed was never submitted to the OMB as required by 2013 NRS 116.31164(3)(b), thereby keeping the HOA sale out of the notice of the regulatory agency.

32. Title transferred on August 22, 2014 to Opportunity Homes which was actually the alter ego, Thomas Lucas, Realtor in the same BHHS office under Broker Forrest Barbee that was listing the property on my behalf at the time.

33. Based on the conflict of interest and insider information Thomas Lucas possessed, we will claim that neither Opportunity Homes nor Thomas Lucas was not a bona fide purchaser for value as would be required for a foreclosure sale to be legitimate.

34. During the time I had the property listed for sale, numerous actions occurred which are documented in the Realtor's records which directly contradict claims made by Nationstar as to their ownership of the beneficial interest in the first DOT, and it is important for an equitable solution to the competing title and security interests claims to this property that we be allowed to present our evidence.

35. After our MOI was filed, the A730078 case was joined with the A720032 case of which we had previously be unaware since Plaintiffs Joel and Sandra Stokes never recorded a Lis Pendens.

36. We have substantial additional claims against the Plaintiffs Joel and Sandra Stokes which include the fact that the sole document that conveyed interest in the subject property to the Plaintiffs was a Quit Claim deed that was fraudulently notarized by CluAynne M. Corwin, a notary public employed by Peter Mortenson, an attorney who shares the law office with Plaintiffs' attorney Joseph. Y. Hong, at 10781 W. Twain Ave., Las Vegas.

37. I am attaching the aforementioned June 9, 2015 Quit Claim Deed because I noticed that in all the motions and claims that had been filed by the Plaintiffs or Nationstar's attorneys which attached virtually all other recorded documents, I did not see that anyone has shared this important document with the court.

38. This is a second route by which the title claims of the Plaintiffs should be dismissed, by virtue of the conveyance document not conforming to NRS 111.345, proof by a competent witness.

39. If the court invalidated the Plaintiff's interests due to the insufficiency of the conveyance instrument, it is absolutely necessary that we be permitted to intervene in the case to preserve our rights vis a vis Nationstar and F. Bondurant.

40. F. Bondurant is a counter defendant who we will claim is a sham LLC that held the title only for eight minutes on June 9, 2015 solely for the purpose of covertly and fraudulently conveying the property to the Plaintiffs.

41. The aforementioned Quit Claim Deed is an exhibit since neither of the attorneys thought it was important to bring to the court's attention earlier.

FURTHER, YOUR AFFIANT SAYETH NAUGHT.

DATED this 23rd day of September, 2016.

NONA TOBIN

Subscribed and Sworn to before me
this 23 day of September, 2016.

NOTARY PUBLIC

OFFICIAL SEAL
JEANNE M. TIMMER
Notary Public
State of New Mexico
My Comm. Expires 11/5/17

Inst #: 20150609-0001537
Fees: $18.00 N/C Fee: $0.00
RPTT: $1377.00 Ex: #
06/09/2015 12:58:36 PM
Receipt #: 2452609
Requestor:
ROBERT GOLDSMITH
Recorded By: ARO Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER

APN: 191-13-811-052
Recording requested by and mail documents and tax statements to:

Name: F. Bondurant, LLC.
Address: 10781 West Twain Avenue
City/State/Zip: Las Vegas, NV 89135

3

QUITCLAIM DEED

THIS QUITCLAIM DEED, Executed this 4th day of June 2015, by Opportunity Homes LLC (hereinafter "Grantor(s)"), whose address is 2657 Windmill Parkway, Suite 145, Henderson, Nevada 89074, to F. Bondurant, LLC. (hereinafter "Grantee(s)"), whose address is 10781 West Twain Avenue, Las Vegas, Nevada 89135.

WITNESSETH, That the said Grantor, for good consideration and for the sum of One Dollar USD ($1.00) paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the said Grantees forever, all the right, title, interest and claim which the said Grantor has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of Clark, State of Nevada, to wit:

Commonly known as:

2763 White Sage Drive, Henderson, Nevada 89052

More particularly described as:

APN: 191-13-811-052

Lot Eighty-Five (85) in Block 4, of SUN CITY ANTHEM UNIT #19 PHASE 2, as shown by map thereof on file in Book 102 of Plats, Page 80, in the Office of the County Recorder of Clark County, Nevada.

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

Grantor

Thomas Lucas, Manager
Opportunity Homes LLC

State of Nevada
County of Clark } ss

On this 4th day of June, 2016, before me, Debra L. Batesel, a notary public in and for the County of Clark, State of Nevada, did personally appear before me the person of Thomas Lucas, Manager of Opportunity Homes LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this Quitclaim Deed; and, acknowledged to me that he executed the same in his capacity, and that by his signature on this instrument did execute the same.

WITNESS my hand and official seal.

Signature:

NOTARY PUBLIC
County of Clark-State of Nevada
DEBRA L. BATESEL
No. 92-2383-1
My Appointment Expires April 17, 2016

Inst #: 20150609-0001545
Fees: $18.00 N/C Fee: $0.00
RPTT: $1377.00 Ex: #
06/09/2015 01:06:29 PM
Receipt #: 2452518
Requestor:
ROBERT GOLDSMITH
Recorded By: ARO Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER

APN: 191-13-811-052
Recording requested by and mail
documents and tax statements to:

(3)

Name: Joel A. Stokes and Sandra F. Stokes
Address: 5 Summit Walk Trail
City/State/Zip: Henderson, NV 89052

QUITCLAIM DEED

THIS QUITCLAIM DEED, Executed this 8th day of June 2015, by F. Bondurant, LLC. (hereinafter "Grantor(s)"), whose address is 10781 West Twain Avenue, Las Vegas, NV 89135, to Joel A. Stokes and Sandra F. Stokes, as Trustees of the Jimijack Irrevocable Trust (hereinafter "Grantee(s)"), whose address is 5 Summit Walk Trail, Henderson, Nevada 89052.

WITNESSETH, That the said Grantor, for good consideration and for the sum of One Dollar USD ($1.00) paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the said Grantees forever, all the right, title, interest and claim which the said Grantor has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of Clark, State of Nevada, to wit:

Commonly known as:

2763 White Sage Drive, Henderson, Nevada 89052

More particularly described as:

APN: 191-13-811-052

Lot Eighty-Five (85) in Block 4, of SUN CITY ANTHEM UNIT #19 PHASE 2, as shown by map thereof on file in Book 102 of Plats, Page 80, in the Office of the County Recorder of Clark County, Nevada.

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

Grantor Yeun Lee Manager

State of Nevada)
) ss
County of Clark)

On this 8th day of June, 2015, before me, Cluayne M. Corwin, a notary public in and for the County of Clark, State of Nevada, did personally appear before me the person of Thomas Lucas, Manager of Opportunity Homes LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this Quitclaim Deed; and, acknowledged to me that he executed the same in his capacity, and that by his signature on this instrument did execute the same.

NOTARY PUBLIC
CLUAYNNE M. CORWIN
STATE OF NEVADA - COUNTY OF CLARK
MY APPOINTMENT EXP. APRIL 12, 2016
No: 04-08240-1

WITNESS my hand and official seal.

Signature: Cluayne M. Corwin

No 04-08240-1
April 12, 2016

SPECIMEN COPY

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s)
   a. 191-13-811-052
   b. _____
   c. _____
   d. _____
2. Type of Property:
   a. ☐ Vacant Land b. ☒ Single Fam. Res.
   c. ☐ Condo/Twnhse d. ☐ 2-4 Plex
   e. ☐ Apt. Bldg f. ☐ Comm'l/Ind'l
   g. ☐ Agricultural h. ☐ Mobile Home
   ☐ Other

FOR RECORDERS OPTIONAL USE ONLY
Book_____ Page:_____
Date of Recording: _____
Notes:

3.a. Total Value/Sales Price of Property $ 270,000
b. Deed in Lieu of Foreclosure Only (value of property (_____)
c. Transfer Tax Value: $ _____
d. Real Property Transfer Tax Due $ 1377.00

4. If Exemption Claimed:
a. Transfer Tax Exemption per NRS 375.090, Section_____
b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: 100 %

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

Signature _____ Capacity: Manager

Signature _____ Capacity: _____

SELLER (GRANTOR) INFORMATION (REQUIRED)

Print Name: F. Bondurant LLC
Address: 10781 W. Twain
City: Las Vegas
State: Nevada Zip: 89135

BUYER (GRANTEE) INFORMATION (REQUIRED)

Print Name: Joel A Stokes and Sandra Stokes Jimijack Irrevocable Trust
Address: 5 Summit Walk Trail
City: Henderson
State: Nevada Zip: 89052

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

Print Name: Robert Goldsmith
Address: 446 Beautiful Hill
City: Las Vegas

Escrow #
State: Nevada Zip: 89138

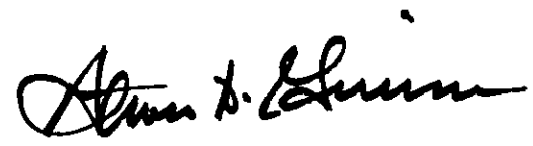
AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

SUPERSEDED BY ATTACHED

Exhibit 2

Exhibit 2

Electronically Filed
01/11/2017 04:50:43 PM



CLERK OF THE COURT

ORDR
NONA TOBIN, Trustee
Gordon B. Hansen Trust, Dated 8/22/08
2664 Olivia Heights Avenue
Henderson NV 89052
Phone: (702) 465-2199
nonatobin@gmail.com
Defendant-in-Intervention, Cross-Claimant, Counter-Claimant
In Proper Person

DISTRICT COURT
CLARK COUNTY, NEVADA

JOEL A. STOKES and SANDRA F. STOKES, as trustees of the JIMIJACK IRREVOCABLE TRUST, Plaintiffs, vs. BANK OF AMERICA, N.A.; SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC.; DOES 1 through X and ROE BUSINESS ENTITIES 1 through 10, inclusive, Defendants. NATIONSTAR MORTGAGE, LLC, Counter-Claimant, vs. JIMIJACK IRREVOCABLE TRUST; OPPORTUNITY HOMES, LLC, a Nevada limited liability company; F. BONDURANT, LLC, a Nevada limited liability company; DOES I X, ROE CORPORATIONS XI XX, inclusive, Counter-Defendants	Case No.: A-15-720032-C Dept. No.: XXXI **ORDER GRANTING APPLICANT NONA TOBIN'S MOTION TO INTERVENE** Hearing date: December 20, 2016 Hearing time: 9:00 a.m.

01-06-17 A09:47 IN

This matter came for hearing before the Court on December 20, 2016, at 9:00 AM. Applicant/Intervening Defendant/Counter-Claimant Nona Tobin, Trustee of the Gordon B. Hansen Trust, appeared in Proper Person while Plaintiffs/Counter-Defendants, Joel A. Stokes and Sandra F, Stokes, as Trustees of the Jimijack Irrevocable Trust, were represented by Joseph Y. Hong, Esq., of Hong & Hong, a Professional Law Corporation.

The motion to Intervene and Notice of Hearing was electronically served to all parties included on the Wiz-net E-file Master Service list for the consolidated cases. Plaintiff/Counter-Defendant Nationstar Mortgage, LLC, received e-service through their Counsel, Wright, Finlay & Zak, LLP, but no appearance at the hearing was made on behalf of Nationstar Mortgage, LLC.

The Court, having considered the pleadings and papers on file and heard the arguments of the parties present at the hearing, and for good cause appearing, hereby rules as follows:

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Applicant Nona Tobin's Motion to Intervene into consolidated cases No. A-15-720032-C and A-16-730078-C, of which Case No. A-15-720032-C serves as the main case is GRANTED.

///

///

///

///

///

///

///

///

///

///

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Applicant Nona Tobin shall file her Counter-Claim(s) and Cross-Claim(s) ~~on or before January ____, 2017~~ within twenty (20) days hereof. Any Cross-Claim ~~Ms. Tobin may file against Nationstar Mortgage, LLC, may be filed no later than twenty (20) days following a determination by this Court to void the disputed foreclosure sale for delinquent HOA assessments.~~

IT IS SO ORDERED this 10 day of January, 2017.

JOANNA S. KISHNER

DISTRICT COURT JUDGE

Respectfully submitted,

NONA TOBIN, Trustee
Gordon B. Hansen Trust, Dated 8/22/08
2664 Olivia Heights Avenue
Henderson NV 89052
Phone: (702) 465-2199
Defendant-in-Intervention/Counter-Claimant
In Proper Person

Approved as to form and content,

HONG & HONG, A PROFESSIONAL LAW CORPORATION

Joseph Y. Hong, Esq.
Nevada Bar No. 5995
10781 W. Twain Avenue
Las Vegas, NV 89135
Attorney for Plaintiff/Counter-Defendant, Joel A. and Sandra F. Stokes, as trustees of Jimijack Irrevocable Trust

Approved as to form and content,

WRIGHT, FINLAY & ZAK, LLP

Edgar C. Smith, Esq.
Nevada Bar. No. 05506
7785 West Sahara Ave., Suite 200
Las Vegas, NV 89135
Attorney for Counter-Defendant, Nationstar Mortgage, LLC

Exhibit 3

Exhibit 3

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

Grantor Yeun Lee Manager

State of Nevada)
) ss
County of Clark)

On this 8th day of June, 2015, before me, Clu Ayne M. Corwin, a notary public in and for the County of Clark, State of Nevada, did personally appear before me the person of Thomas Lucas, Manager of Opportunity Homes LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this Quitclaim Deed; and, acknowledged to me that he executed the same in his capacity, and that by his signature on this instrument did execute the same.

NOTARY PUBLIC
CLUAYNE M. CORWIN
STATE OF NEVADA - COUNTY OF CLARK
MY APPOINTMENT EXP. APRIL 12, 2016
No: 04-08240-1

WITNESS my hand and official seal.

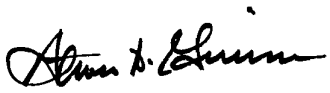
Signature: Clu Ayne M. Corwin

No 04-08240-1
April 12, 2016

Exhibit 4

Exhibit 4

Electronically Filed
03/08/2017 07:58:36 PM



CLERK OF THE COURT

DISI
JAKUB P. MEDRALA, ESQ.
Nevada Bar No. 12822
THE MEDRALA LAW FIRM, PROF. LLC
1091 S. Cimarron Road, Suite A-1
Las Vegas, Nevada 89145
(702) 475-8884
(702) 938-8625 Facsimile
jmedrala@medralaw.com
Attorney for Thomas Lucas and Opportunity Homes, LLC

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

JOEL A. STOKES and SANDRA F. STOKES, as Trustees of the JIMIJACK IRREVOCABLE TRUST, Plaintiffs, vs. BANK OF AMERICA, N.A.; SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC.; DOES I Through X, and ROES 1 Through 10, Inclusive, Defendants.	CASE NO.: A-15-720032-C DEPT. NO.: XXXI **DISCLAIMER OF INTEREST**
NATIONSTAR MORTGAGE, LLC, Counterclaimant, vs. JIMIJACK IRREVOCABLE TRUST; OPPORTUNITY HOMES, LLC, a Nevada Limited Liability Company; F. BONDURANT, LLC, a Nevada Limited Liability Company; DOES I Through X, and ROES XI Through XX, Inclusive, Counterdefendants,	
NONA TOBIN, an Individual and Trustee of the GORDON B. HANSEN TRUST, dated 8/22/25, Crossclaimant, vs. THOMAS LUCAS, and SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC.; DOES I Through X, and ROES I Through X, Inclusive, Crossdefendants.	

PLEASE TAKE NOTICE that THOMAS LUCAS and OPPORTUNITY HOMES, LLC do not hold any interest in real property commonly known as 2763 White Sage Drive, Henderson, NV 89052, APN 191-13-811-052 ("the Property"); therefore, they disclaim any interest in the Property.

DATED this 8th day of March, 2017.

Respectfully Submitted by:
The Medrala Law FIRM, Prof. LLC

/s/ Jakub P. Medrala

JAKUB P. MEDRALA, ESQ.
Nevada Bar No. 12822
1091 S. Cimarron Road, Suite A-1
Las Vegas, Nevada 89145
jmedrala@medralaw.com
Attorney for Thomas Lucas and Opportunity Homes, LLC

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that on March 8, 2017, I served a true and correct copy of the foregoing DISCLAIMER OF INTEREST via the E-Service Master List for the above-referenced matter in the Eighth Judicial District Court's e-filing system in accordance with the electronic service requirements of Administrative Order 14-2 and the Nevada Electronic Filing and Conversion Rules, and, if necessary, by depositing a copy of the same into the U.S. Postal Service at Las Vegas, Nevada, prepaid first-class postage affixed thereto, addressed to the following:

Edgar C. Smith, Esq.
esmith@wrightlegal.net
WRIGHT, FINLAY & ZAK, LLP
7785 W. Sahara Ave., Suite 200
Las Vegas, Nevada 89117
Attorney for Nationstar Mortgage, LLC

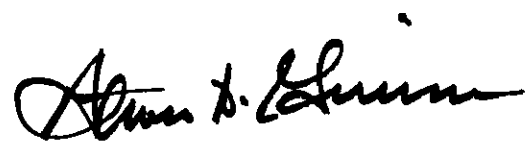
Nona Tobin
2664 Olivia Heights Avenue
Henderson, Nevada 89052
nonatobin@gmail.com

By: /s/ Jakub P. Medrala
An employee of
The Medrala Law Firm, PLLC

Exhibit 5

Exhibit 5

Electronically Filed
03/28/2017 04:51:56 PM



CLERK OF THE COURT

DISI
NONA TOBIN, Trustee
Gordon B. Hansen Trust, Dated 8/22/08
2664 Olivia Heights Avenue
Henderson NV 89052
Phone: (702) 465-2199
nonatobin@gmail.com
Defendant-in-Intervention/Cross-Claimant,
In Proper Person

DISTRICT COURT
CLARK COUNTY, NEVADA

JOEL A. STOKES and SANDRA F. STOKES, as trustees of the JIMIJACK IRREVOCABLE TRUST, Plaintiffs, vs. BANK OF AMERICA, N.A.; SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC.; DOES 1 through X and ROE BUSINESS ENTITIES 1 through 10, inclusive, Defendants.	Case No.: A-15-720032-C Dept. No.: XXXI **DISCLAIMER OF INTEREST**
NATIONSTAR MORTGAGE, LLC, Counter-Claimant, Vs. JIMIJACK IRREVOCABLE TRUST; OPPORTUNITY HOMES, LLC, a Nevada limited liability company; F. BONDURANT, LLC, a Nevada limited liability company; DOES I through X, inclusive; and ROE CORPORATIONS XI THROUGH XX, inclusive, Counter-Defendants NONA TOBIN, an individual, Trustee of the	

GORDON B. HANSEN TRUST, dated 8/22/08

Cross-Claimant,

vs.

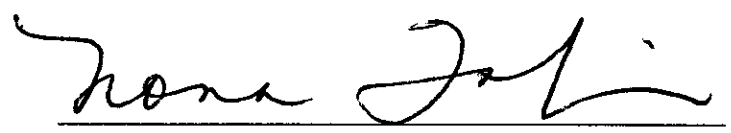
SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC., DOES 1-10, and ROE CORPORATIONS 1-10, inclusive,

Cross-Defendants.

PLEASE TAKE NOTICE that Steve Hansen does not hold any interest in real property commonly known as 2763 White Sage Drive, Henderson, NV 89052, APN 191-13-811-052 ("the Property"); therefore, he disclaims any interest in the Property.

Exhibit 1 includes the declaration of Steve Hansen. Per NRS 53.045, this unsworn declaration is being submitted in lieu of a sworn affidavit as it is a declaration made under penalty of perjury under the law of the State of Nevada.

Dated this 28th day of March, 2017.



NONA TOBIN, Trustee
Gordon B. Hansen Trust, Dated 8/22/08
2664 Olivia Heights Avenue
Henderson NV 89052
Phone: (702) 465-2199
nonatobin@gmail.com
Defendant-in-Intervention, Cross-Claimant
In Proper Person

//

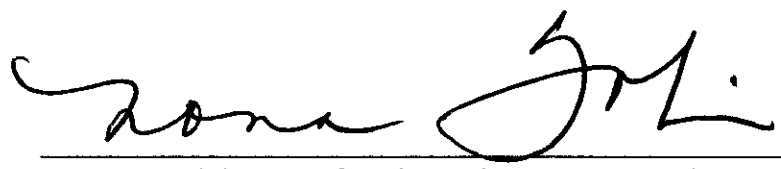
//

//

//

CERTIFICATE OF SERVICE

I, Nona Tobin, hereby certify that on this 28th day of March, 2017, I served copies of the foregoing Disclaimer of Interest on all parties in the Wiznet electronic service notification system.



Nona Tobin, Defendant-in-Intervention,
Cross-Claimant, In Proper Person

State of California

County of Kern

Declaration of Steve Hansen

My full name is Steven Eric Hansen. I am the son of the late Gordon B. Hansen, Trustor of the Gordon B. Hansen Trust, dated August 22, 2008, as amended once on August 10, 2011.

The Gordon B. Hansen Trust was the owner of a residence at 2763 White Sage Drive, Henderson, NV 89052, APN 191-13-811-052, from August 27, 2008, and when my father died on January 14, 2012, and when there was a foreclosure sale on August 15, 2014.

I declare that I have no interest in this White Sage property and no responsibility for any debts or expenses related to it. Further, I no longer claim any interest in, nor expect any benefit from, the Gordon B. Hansen Trust as all assets due to me have already been distributed and received by me.

Per NRS 53.045, this unsworn declaration is being submitted in lieu of a sworn affidavit. I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

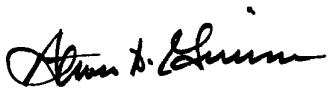
DATED this 27th day of March, 2017

Steve Hansen
21417 Quail Springs Rd.
Tehachapi, CA 93561
(661) 513-6616

Exhibit 6

Exhibit 6

Electronically Filed
03/08/2017 07:58:36 PM



CLERK OF THE COURT

DISI
JAKUB P. MEDRALA, ESQ.
Nevada Bar No. 12822
THE MEDRALA LAW FIRM, PROF. LLC
1091 S. Cimarron Road, Suite A-1
Las Vegas, Nevada 89145
(702) 475-8884
(702) 938-8625 Facsimile
jmedrala@medralaw.com
Attorney for Thomas Lucas and Opportunity Homes, LLC

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

JOEL A. STOKES and SANDRA F. STOKES, as Trustees of the JIMIJACK IRREVOCABLE TRUST, Plaintiffs, vs. BANK OF AMERICA, N.A.; SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC.; DOES I Through X, and ROES 1 Through 10, Inclusive, Defendants.	CASE NO.: A-15-720032-C DEPT. NO.: XXXI **DISCLAIMER OF INTEREST**
NATIONSTAR MORTGAGE, LLC, Counterclaimant, vs. JIMIJACK IRREVOCABLE TRUST; OPPORTUNITY HOMES, LLC, a Nevada Limited Liability Company; F. BONDURANT, LLC, a Nevada Limited Liability Company; DOES I Through X, and ROES XI Through XX, Inclusive, Counterdefendants,	
NONA TOBIN, an Individual and Trustee of the GORDON B. HANSEN TRUST, dated 8/22/25, Crossclaimant, vs. THOMAS LUCAS, and SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC.; DOES I Through X, and ROES I Through X, Inclusive, Crossdefendants.	

PLEASE TAKE NOTICE that THOMAS LUCAS and OPPORTUNITY HOMES, LLC do not hold any interest in real property commonly known as 2763 White Sage Drive, Henderson, NV 89052, APN 191-13-811-052 ("the Property"); therefore, they disclaim any interest in the Property.

DATED this 8th day of March, 2017.

Respectfully Submitted by:
The Medrala Law FIRM, Prof. LLC

/s/ Jakub P. Medrala

JAKUB P. MEDRALA, ESQ.
Nevada Bar No. 12822
1091 S. Cimarron Road, Suite A-1
Las Vegas, Nevada 89145
jmedrala@medralaw.com
Attorney for Thomas Lucas and Opportunity Homes, LLC

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that on March 8, 2017, I served a true and correct copy of the foregoing DISCLAIMER OF INTEREST via the E-Service Master List for the above-referenced matter in the Eighth Judicial District Court's e-filing system in accordance with the electronic service requirements of Administrative Order 14-2 and the Nevada Electronic Filing and Conversion Rules, and, if necessary, by depositing a copy of the same into the U.S. Postal Service at Las Vegas, Nevada, prepaid first-class postage affixed thereto, addressed to the following:

Edgar C. Smith, Esq.
esmith@wrightlegal.net
WRIGHT, FINLAY & ZAK, LLP
7785 W. Sahara Ave., Suite 200
Las Vegas, Nevada 89117
Attorney for Nationstar Mortgage, LLC

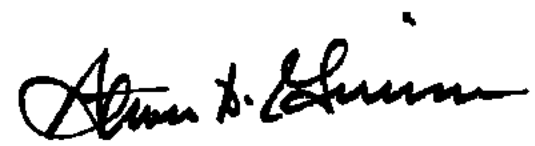
Nona Tobin
2664 Olivia Heights Avenue
Henderson, Nevada 89052
nonatobin@gmail.com

/s/ Jakub P. Medrala
By: .....
An employee of
The Medrala Law Firm, PLLC

Exhibit 7

Exhibit 7

Electronically Filed
03/13/2017 02:20:03 PM



CLERK OF THE COURT

DISI
JOSEPH Y. HONG, ESQ.
Nevada Bar No. 5995
HONG & HONG, A PROFESSIONAL LAW CORPORATION
10781 W. Twain Ave.
Las Vegas, Nevada 89135
Tel: (702) 870-1777
Fax: (702) 870-0500
Email: Yosuphonglaw@gmail.com

Attorney for Plaintiff/Counterdefendant

DISTRICT COURT

CLARK COUNTY, NEVADA

JOEL A. STOKES and SANDRA F. STOKES, as trustees of the JIMIJACK IRREVOCABLE TRUST, Plaintiff, vs. BANK OF AMERICA, N.A., et al., Defendants.	CASE NO. A720032 DEPT. NO. XXXI DISCLAIMER OF INTEREST
And related Claims.	

PLEASE TAKE NOTICE that YUEN K. LEE and F. BONDURANT, LLC. do not hold any interest in real property commonly known as 2763 White Sage Drive, Henderson, Nevada 89052, APN 191-13-811-052 (hereinafter "Subject Property"); therefore, they disclaim any interest in the Subject Property.

DATED this 13th day of March, 2017.

JOSEPH Y. HONG, ESQ.
Nevada Bar No. 5995
10781 W. Twain Ave.
Las Vegas, Nevada 89135
Attorney for Yuen K. Lee and
F. Bondurant, LLC.

CERTIFICATE OF ELECTRONIC SERVICE

Pursuant to NRCP 5(a), I certify that I am an employee of Joseph Y. Hong, Esq., and that on this 13th day of March, 2017, I served a true and correct copy of the foregoing **DISCLAIMER OF INTEREST** by electronic transmission through the Eighth Judicial District Court EFP system pursuant to NEFR 9 to counsel of record, as follows:

Leach Johnson Song & Gruchow

Contact	Email
Patty Gutierrez	pgutierrez@leachjohnson.com
Terri Hansen	thansen@leachjohnson.com

Leach Johnson Song Gruchow

Contact	Email
Robin Callaway	rcallaway@leachjohnson.com

Leach Johnson Song Gruchow

Contact	Email
Ryan Reed	rreed@leachjohnson.com
Sean Anderson	sanderson@leachjohnson.com

Lipson, Neilson, Cole, Seltzer & Garin, P.C.

Contact	Email
Darnell Lynch	dlynch@lipsonneilson.com
David Ochoa	dochoa@lipsonneilson.com
Kaleb Anderson	kanderson@lipsonneilson.com
Renee Rittenhouse	rrittenhouse@lipsonneilson.com
Susana Nutt	snutt@lipsonneilson.com

Pro Se

Contact	Email
Nona Tobin	nonatobin@gmail.com

The Medrala Law Firm, PLLC

Contact	Email
Jakub P Medrala	jmedrala@medralaw.com
Office	admin@medralaw.com
Shuchi Patel	spatel@medralaw.com

Wright, Finlay & Zak, LLP

Contact	Email
Jason Craig	jcraig@wrightlegal.net
Michael Kelley	mkelley@wrightlegal.net
NVEfile	nvefile@wrightlegal.net

By _____
An employee of Joseph Y. Hong, Esq.

IAFD
JOSEPH Y. HONG, ESQ.
State Bar No. 005995
HONG & HONG
A Professional Law Corporation
10781 West Twain Avenue
Las Vegas, Nevada 89135
Telephone: (702) 870-1777
Facsimile No.: (702) 870-0500
Email Address: yosuphonglaw@gmail.com
Attorney for Counter Defendant and Cross Defendant
F. BONDURANT, LLC and YUEN K. LEE

DISTRICT COURT

CLARK COUNTY, NEVADA

JOEL A. STOKES and SANDRA F. STOKES, as trustees of the JIMIJACK IRREVOCABLE TRUST, Plaintiff, vs. BANK OF AMERICA, N.A., et al., Defendants. And related Claims.	CASE NO. : A720032 DEPT. NO. : XXXI **INITIAL APPEARANCE FEE DISCLOSURE**

Pursuant to NRS Chapter 19, as amended by Senate Bill 106, filing fees are submitted for the parties appearing in the above-entitled action as indicated below:

///

///

///

///

///

F. BONDURANT, LLC, Counter Defendant	$223.00
YUEN K. LEE, Cross Defendant	$ 30.00
TOTAL REMITTED:	**$253.00**

DATED this 13th day of March, 2017.

HONG & HONG
A Professional Law Corporation

JOSEPH Y. HONG, ESQ.
State Bar No. 005995
10781 West Twain Avenue
Las Vegas, Nevada 89135
Attorney for Counter Defendant and
Cross Defendant
F. BONDURANT, LLC and YUEN K. LEE

Exhibit 8

Exhibit 8

41

Inst #: 20170328-0001452
Fees: $19.00 N/C Fee: $0.00
RPTT: $0.00 Ex: #007
03/28/2017 11:51:02 AM
Receipt #: 3042834
Requestor:
NONA TOBIN
Recorded By: MAYSM Pgs: 4
DEBBIE CONWAY
CLARK COUNTY RECORDER

Assessor's Parcel Number:
191-13-811-052

Prepared By:
NONA TOBIN
2664 Olivia Heights Ave
Henderson, Nevada 89052

After Recording Return To:
NONA TOBIN
2664 Olivia Heights Ave.
Henderson, Nevada 89052

SPACE ABOVE THIS LINE FOR RECORDER'S USE

QUITCLAIM DEED

On March 27, 2017 THE GRANTOR(S),

- Gordon B. Hansen Trust, dated August 22, 2008, as amended August 10, 2011, Nona Tobin, Trustee,

for and in consideration of: $0.00 and/or other good and valuable consideration conveys, releases and quitclaims to the GRANTEE(S):

- Nona Tobin, an Individual, a single person, residing at 2664 Olivia Heights Ave, Henderson, Nevada County, Nevada 89052

the following described real estate, situated in HENDERSON, in the County of Clark, State of Nevada:

Legal Description: was obtained from the Clark County Recorder's Office.

SUN CITY ANTHEM UNIT #19 PHASE 2 PLAT BOOK 102 PAGE 80 LOT 85 BLOCK 4

Grantor does hereby convey, release and quitclaim all of the Grantor's rights, title, and interest in and to the above described property and premises to the Grantee(s), and to the Grantee(s) heirs and assigns forever, so that neither Grantor(s) nor Grantor's heirs, legal representatives or assigns shall have, claim or demand any right or title to the property, premises, or appurtenances,

or any part thereof.

Close of the trust and assign interest to the sole beneficiary.

Mail Tax Statements To:
NONA TOBIN
2664 Olivia Heights Ave
Henderson, Nevada 89052

(SIGNATURE PAGE FOLLOWS]

Grantor Signatures:

DATED: 3/27/17

Nona Tobin, Trustee

Nona Tobin, Trustee on behalf of Gordon B. Hansen Trust, dated August 22, 2008, as amended August 10, 2011

STATE OF NEVADA, COUNTY OF CLARK, ss:

This instrument was acknowledged before me on this 27th day of March, 2017 by Nona Tobin on behalf of Gordon B. Hansen Trust, dated August 22, 2008, as amended August 10, 2011.

ULYSSES MEZA
Notary Public - State of Nevada
County of Clark
APPT. NO. 15-3061-1
My App. Expires Aug. 31, 2019

Notary Public Ulysses Meza

Notary Public
Title (and Rank)

My commission expires 08-31-2019

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s)
   a. 191-13-811-052
   b.
   c.
   d.
2. Type of Property:
   a. ☐ Vacant Land b. ☒ Single Fam. Res.
   c. ☐ Condo/Twnhse d. ☐ 2-4 Plex
   e. ☐ Apt. Bldg f. ☐ Comm'l/Ind'l
   g. ☐ Agricultural h. ☐ Mobile Home
   ☐ Other

FOR RECORDERS OPTIONAL USE ONLY
Book_____ Page:_____
Date of Recording: _____
Notes:

3.a. Total Value/Sales Price of Property $
   b. Deed in Lieu of Foreclosure Only (value of property( )
   c. Transfer Tax Value: $
   d. Real Property Transfer Tax Due $ — 0 —

4. **If Exemption Claimed:**
   a. Transfer Tax Exemption per NRS 375.090, Section 7
   b. Explain Reason for Exemption: out of trust, close trust without consideration
5. Partial Interest: Percentage being transferred:_____%

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

Signature Nona Tobin Capacity: Trustee

Signature Nona Tobin Capacity:

SELLER (GRANTOR) INFORMATION (REQUIRED)

Gordon B. Hansen Trust by
Print Name: NONA TOBIN, Trustee
Address: 2664 Olivia Heights
City: Henderson
State: NV Zip: 89052

BUYER (GRANTEE) INFORMATION (REQUIRED)

Print Name: NONA TOBIN
Address: 2664 Olivia Heights
City: Henderson
State: NV Zip: 89052

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

Print Name: Escrow #
Address:
City: State: Zip:

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

Exhibit 9

Exhibit 9

Inst #: 20141201-0000518
Fees: $18.00
N/C Fee: $0.00
12/01/2014 09:00:43 AM
Receipt #: 2236133
Requestor:
NATIONSTAR MORTGAGE
Recorded By: SAO Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

(2)

Assessor's/Tax ID No. 191-13-811-052

Recording Requested By:
Nationstar Mortgage

When Recorded Return To:
DOCUMENT ADMINISTRATION
Nationstar Mortgage
2617 COLLEGE PARK
SCOTTSBLUFF, NE 69361

CORPORATE ASSIGNMENT OF DEED OF TRUST

Clark, Nevada
SELLER'S SERVICING #:0618315261 "HANSEN"

THE UNDERSIGNED DOES HEREBY AFFIRM THAT THIS DOCUMENT SUBMITTED FOR RECORDING DOES NOT CONTAIN PERSONAL INFORMATION ABOUT ANY PERSON.

Date of Assignment: October 23rd, 2014
Assignor: BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING LP, BY NATIONSTAR MORTGAGE LLC ITS ATTORNEY-IN-FACT at 350 HIGHLAND DRIVE, LEWISVILLE, TX 75067
Assignee: NATIONSTAR MORTGAGE LLC at 350 HIGHLAND DRIVE, LEWISVILLE, TX 75067

Executed By: GORDON B. HANSEN, AN UNMARRIED MAN. To: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR WESTERN THRIFT & LOAN
Date of Deed of Trust: 07/15/2004 Recorded: 07/22/2004 in Book: 20040722 as Instrument No.: 0003507 In the County of Clark, State of Nevada.

Assessor's/Tax ID No. 191-13-811-052

Property Address: 2763 WHITE SAGE DR, HENDERSON, NV 89052

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said Assignor hereby assigns unto the above-named Assignee, the said Deed of Trust having an original principal sum of $436,000.00 with interest, secured thereby, and the full benefit of all the powers and of all the covenants and provisos therein contained, and the said Assignor hereby grants and conveys unto the said Assignee, the Assignor's interest under the Deed of Trust.

TO HAVE AND TO HOLD the said Deed of Trust, and the said property unto the said
*VSR*VSRNATN*10/23/2014 03:08:21 PM* NATT01NATNA0000000000000000521839*
NVCLARK* 0618315261 NVCLARK_TRUST_ASSIGN_ASSN * *CKNATN*

Description: Clark,NV Document-Year.Date.DocID 2014.1201.518 Page: 1 of 2
Order: 2763 White Sage Comment:

Assignee forever, subject to the terms contained in said Deed of Trust. IN WITNESS WHEREOF, the assignor has executed these presents the day and year first above written:

BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING LP, BY NATIONSTAR MORTGAGE LLC ITS ATTORNEY-IN-FACT
On 10/24/14

By: Nisha Dietrich
Nisha Dietrich
Assistant Secretary

STATE OF Nebraska
COUNTY OF Scotts Bluff

On 10-24-2014, before me, Traci J Garton, a Notary Public in and for Scotts Bluff in the State of Nebraska, personally appeared Nisha Dietrich, Assistant Secretary, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,

Traci J Garton
Notary Expires: 10/25/2016

GENERAL NOTARY-State of Nebraska
TRACI J GARTON
My Comm. Exp. Oct. 25, 2016

(This area for notarial seal)

Mail Tax Statements To: GORDON HANSEN, 2763 WHITE SAGE DR, HENDERSON, NV 89052

*VSR*VSRNATN*10/23/2014 03:08:21 PM* NATT01NATNA00000000000000000521839* NVCLARK* 0618315261 NVCLARK_TRUST_ASSIGN_ASSN * *CKNATN*

Description: Clark,NV Document-Year.Date.DocID 2014.1201.518 Page: 2 of 2
Order: 2763 White Sage Comment:

Exhibit 10

Exhibit 10

Inst #: 20190308-0002789
Fees: $40.00
03/08/2019 02:12:46 PM
Receipt #: 3651599
Requestor:
NATIONSTAR MORTGAGE LLC
Recorded By: DECHO Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER
Src: PRIORITY MAIL
Ofc: MAIN OFFICE

Prepared By and Return To:
Nationstar Mortgage LLC
Attention: Assignments
4000 Horizon Way
Irving, TX 75063

APN #: 191-13-811-052

Space above for Recorder's use

Loan No: [redacted]5261

RESCISSION OF ASSIGNMENT OF DEED OF TRUST

Through inadvertence and mistake the undersigned executed an Assignment of Deed of Trust referenced below in the official records of said county. The undersigned, being duly sworn and state under oath that they hereby INVALIDATE and NULLIFY the assignment to the same extent and effect as though the assignment had never been issued and recorded.

Filed of Record: 12/01/2014 In Book/Liber/Volume N/A, Page N/A, Document/Instrument No: 20141201-0000518 in the Recording District of CLARK, NEVADA

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

Assignee: NATIONSTAR MORTGAGE LLC

The Assignment of Deed of Trust refers to the following described Deed of Trust:
Borrower(s): GORDON B. HANSEN, AN UNMARRIED MAN

Lender: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR WESTERN THRIFT & LOAN

Filed of Record: 07/22/2004 in Book/Liber/Volume N/A, Page N/A, Instrument No: 20040722-0003507 in the Recording District of CLARK, NEVADA

Legal Description: SEE EXHIBIT "A" ATTACHED

Property more commonly described as: 2763 WHITE SAGE DR, HENDERSON, NV 89052

IN WITNESS WHEREOF, the undersigned by its duly elected officers and pursuant to proper authority of its board of directors has duly executed, sealed, acknowledged and delivered this assignment.

Date: FEB 25 2019 FEB 25 2019

BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING LP, BY NATIONSTAR MORTGAGE LLC, ITS ATTORNEY-IN-FACT

By: Mohamed Hameed
Title: Vice President

Witness Name: OMAR SASEED

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT

State of Texas
County of Dallas

On FEB 25 2019, before me, Daniela Horvath, a Notary Public, personally appeared Mohamed Hameed, Vice President of/for **BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING LP, BY NATIONSTAR MORTGAGE LLC, ITS ATTORNEY-IN-FACT**, personally known to me, or who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of Texas that the foregoing paragraph is true and correct. I further certify Mohamed Hameed, signed, sealed, attested and delivered this document as a voluntary act in my presence.

Witness my hand and official seal.

(Notary Name): Daniela Horvath
My commission expires: JAN 27 2020

DANIELA HORVATH
Notary Public, State of Texas
Comm. Expires 01-27-2020
Notary ID 128662890

AA 001653

LEGAL DESCRIPTION:

LOT EIGHTY-FIVE (85) IN BLOCK FOUR (4) OF FINAL MAP OF SUN CITY ANTHEM UNIT NO. 19 PHASE 2, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 102 OF PLATS, PAGE 80, IN THE OFFICE OF THE COUNTY RECORDED, CLARK COUNTY, NEVADA.

APN #: 191-13-811-052

Exhibit 11

Exhibit 11

Inst #: 20190308-0002790
Fees: $40.00
03/08/2019 02:12:46 PM
Receipt #: 3851599
Requestor:
NATIONSTAR MORTGAGE LLC
Recorded By: DECHO Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER
Src: PRIORITY MAIL
Ofc: MAIN OFFICE

Assessor's/Tax ID No. 191-13-811-052

Recording Requested By:
NATIONSTAR MORTGAGE DBA MR. COOPER

When Recorded Return To:
DOCUMENT ADMINISTRATION
NATIONSTAR MORTGAGE DBA MR. COOPER
8950 CYPRESS WATERS BLVD
COPPELL, TX 75019

CORPORATE ASSIGNMENT OF DEED OF TRUST

Clark, Nevada
SELLER'S SERVICING #: [redacted]5261 "HANSEN"

THE UNDERSIGNED DOES HEREBY AFFIRM THAT THIS DOCUMENT SUBMITTED FOR RECORDING DOES NOT CONTAIN PERSONAL INFORMATION ABOUT ANY PERSON.

Date of Assignment: February 25th, 2019
Assignor: WELLS FARGO BANK, NATIONAL ASSOCIATION, AS SUCCESSOR TO WACHOVIA BANK, NATIONAL ASSOCIATION F/K/A FIRST UNION NATIONAL BANK BY NATIONSTAR MORTGAGE LLC ITS ATTORNEY-IN-FACT at 8950 CYPRESS WATERS BLVD, COPPELL, TX 75019
Assignee: NATIONSTAR MORTGAGE LLC D/B/A MR. COOPER at 8950 CYPRESS WATERS BLVD., COPPELL, TX 75019

Executed By: GORDON B. HANSEN, AN UNMARRIED MAN. To: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR WESTERN THRIFT & LOAN
Date of Deed of Trust: 07/15/2004 Recorded: 07/22/2004 in Book: N/A Page: N/A as Instrument No.: 20040722-0003507 In the County of Clark, State of Nevada.

Property Address: 2763 WHITE SAGE DR, HENDERSON, NV 89052

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said Assignor hereby assigns unto the above-named Assignee, the said Deed of Trust having an original principal sum of $436,000.00 with interest, secured thereby, and the full benefit of all the powers and of all the covenants and provisos therein contained, and the said Assignor hereby grants and conveys unto the said Assignee, the Assignor's interest under the Deed of Trust.

TO HAVE AND TO HOLD the said Deed of Trust, and the said property unto the said Assignee forever, subject to the terms contained in said Deed of Trust. IN WITNESS WHEREOF, the assignor has executed these presents the day and year first above written:
"VSR*VSRNATN*02/25/2019 10:04:59 AM* NATT01NATNA0000000000000000521839* NVCLARK* NVCLARK_TRUST_ASSIGN_ASSN * AM9*AM9NATT*

WELLS FARGO BANK, NATIONAL ASSOCIATION, AS SUCCESSOR TO WACHOVIA BANK, NATIONAL ASSOCIATION F/K/A FIRST UNION NATIONAL BANK BY NATIONSTAR MORTGAGE LLC ITS ATTORNEY-IN-FACT
On February 25th, 2019

By:_____
MOHAMED HAMEED, Vice-President

STATE OF Texas
COUNTY OF Dallas

On February 25th, 2019, before me, DANIELA HORVATH, a Notary Public in and for Dallas in the State of Texas, personally appeared MOHAMED HAMEED, Vice-President, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,

DANIELA HORVATH
Notary Expires: 01/27/2020 #128862890

DANIELA HORVATH
Notary Public, State of Texas
Comm. Expires 01-27-2020
Notary ID 128862890

(This area for notarial seal)

Mail Tax Statements To: GORDON HANSEN, 2763 WHITE SAGE DR, HENDERSON, NV 89052

*VSR*VSRNATN*02/25/2019 10:05:00 AM* NATT01NATNA00000000000000000521839* NVCLARK* NVCLARK_TRUST_ASSIGN_ASSN * AM9*AM9NATT*

Exhibit 12

Exhibit 12

RECORDING REQUESTED BY

When Recorded Mail To:
AFTER RECORDING RETURN TO
ATTN: POA
4000 Horizon Way
Irving, TX 75063

Space Above This Line Reserved for Recorder's Use

LIMITED POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, WELLS FARGO BANK, N.A., including as successor to the entities listed on Schedule I attached hereto ("Wells Fargo"), by these presents does hereby make, constitute and appoint Nationstar Mortgage LLC ("Nationstar"), Wells Fargo's true and lawful attorney-in-fact, and hereby grants it authority and power to take, through its duly authorized officers, the Actions (as such term is defined herein) in Wells Fargo's name, place and stead. This limited power of attorney ("Limited Power of Attorney") is given in connection with, and relates solely to that certain Servicing Rights Release and Transfer Agreement dated as of December 28, 2015, between Wells Fargo and Nationstar, under the terms of which Wells Fargo transferred servicing for certain mortgage loans (such loans, the "Loans") to Nationstar. Each of the Loans comprises a promissory note evidencing a right to payment and performance secured by a security interest or other lien on real property evidenced by one or more mortgages, deeds of trust, deeds to secure debt or other forms of security instruments (each, a "Mortgage"). The parties agree that this Limited Power of Attorney is coupled with an interest.

As used above, the term "Actions" shall mean and be limited to the following acts, in each case only with respect to one or another of the Loans and only as mandated or permitted by federal, state or local laws or other legal requirements or restrictions:

1. Execute or file assignments of mortgages, or of any beneficial interest in a Mortgage;
2. Execute or file reconveyances, deeds of reconveyance or releases or satisfactions of mortgage or similar instruments releasing the lien of a Mortgage;
3. Correct or otherwise remedy any errors or deficiencies contained in any transfer or reconveyance documents provided or prepared by Wells Fargo or a prior transferor, including, but not limited to note endorsements, but specifically ***excluding affidavits or other sworn statements***;
4. Endorse all checks, drafts and/or other negotiable instruments made payable to Wells Fargo as payments by borrowers in connection with the Loans;
5. Execute or file quitclaim deeds or, only where necessary and appropriate, special warranty deeds or other deeds causing the transfer of title in respect of property acquired through a foreclosure or deed-in-lieu of foreclosure ("REO Property");
6. Execute and deliver documentation with respect to the marketing and sale of REO Property, including, without limitation: listing agreements; purchase and sale agreements; escrow instructions; closing disclosures; and any other document necessary to effect the transfer of REO Property;

7. Execute or file any documents necessary and appropriate to substitute the creditor or foreclosing party in a bankruptcy or foreclosure proceeding in respect of any of the Loans; and

8. Execute or file assignments of foreclosure bid or assignments of judgment.

With respect to the Actions, Wells Fargo gives to said attorney-in-fact full power and authority to execute such instruments and to do and perform all and every act and thing requisite, necessary and proper to carry into effect the power or powers granted by or under this Limited Power of Attorney as fully, to all intents and purposes, as the undersigned might or could do, and hereby does ratify and confirm all that said attorney-in-fact shall lawfully do or cause to be done by authority hereof.

Nationstar hereby agrees to indemnify and hold Wells Fargo harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by reason or result of the misuse of this Limited Power of Attorney by Nationstar. The foregoing indemnity shall survive the termination of this Limited Power of Attorney.

This Limited Power of Attorney is entered into and shall be governed by the laws of the State of New York without regard to conflicts of law principles of such state and is valid only for a period of six (6) months from April 1, 2016 unless cancelled prior to said date.

IN WITNESS WHEREOF, Wells Fargo Bank, N.A. has caused these presents to be signed and acknowledged in its name and behalf by Jacalyn Priestley, its duly elected and authorized Vice President, and by Lannie Montag its duly elected and authorized Vice President, on this 1st day of April, 2016.

NO CORPORATE SEAL

WELLS FARGO BANK, N.A.

Debbie Hunt
Witness: Debbie Hunt

By: Jacalyn Priestley
Name: Jacalyn Priestley
Title: Vice President

Witness: Mike Underwood

By: Lannie Montag
Name: Lannie Montag
Title: Vice President

Susan I Brown
Attest: [Notary] Susan Brown

CORPORATE ACKNOWLEDGMENT

State of Iowa
County of Dallas

On this 1st day of April, 2016, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Jacalyn Priestley and Lannie Montag, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as Vice President and Vice President and acknowledged to me that such national banking association executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

Signature: Susan I Brown

My commission expires: 8/4/17

SUSAN I BROWN
Commission Number 735889
My Commission Expires
August 4, 2017

AA 001660

SCHEDULE I

Wells Fargo Bank, N.A, successor by merger to Wells Fargo Home Mortgage, Inc.

Wells Fargo Bank, N.A., successor by merger to Wachovia Mortgage Corporation

Wells Fargo Bank, N.A., successor by merger to Wachovia Bank, N.A.

Wells Fargo Bank, N.A., successor by merger to SouthTrust Mortgage Corporation

Wells Fargo Bank, N.A., successor by merger to Wells Fargo Home Mortgage, Inc., f/k/a Norwest Mortgage, Inc.

Wells Fargo Bank, N.A. doing business as America's Servicing Company (ASC)

Wells Fargo Bank, N.A. doing business as America's Mortgage Outsource Program

Wells Fargo Bank, N.A. successor by consolidation to Wells Fargo Bank Texas, N.A.

Wells Fargo Home Mortgage, a division of Wells Fargo Bank, N.A.

Wells Fargo Bank, N.A., successor by merger to Wells Fargo Home Mortgage, Inc., successor by merger to CrossLand Mortgage Corp.

Wells Fargo Bank, N.A., successor by merger to Wachovia Bank, N.A., successor by merger to First Union National Bank

Wells Fargo Bank, N.A., successor by merger to Wachovia Mortgage Corporation f/k/a First Union Mortgage Corporation

Wells Fargo Bank, N.A., successor by merger to Wachovia Bank, N.A., successor by merger to First Union National Bank, successor by merger to First Union Bank of Connecticut, successor by merger to Centerbank Mortgage Company

Wells Fargo Bank, N.A., successor by merger to Wachovia Bank, N.A., successor by merger to SouthTrust Bank

Exhibit 13

Exhibit 13

Inst #: 20150312-0002285
Fees: $22.00
N/C Fee: $0.00
03/12/2015 12:11:44 PM
Receipt #: 2345255
Requestor:
WELLS FARGO BANK NA
Recorded By: CYV Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER

3

Assessor's/Tax ID No. 191-13-811-052

Recording Requested By:
WELLS FARGO BANK, N.A.

When Recorded Return To:
LIEN RELEASE DEPT
WELLS FARGO BANK, N.A.
HOME EQUITY SERVICING OPS
P.O. BOX 31557
BILLINGS, MT 59107

SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE

WF HOME EQUITY #:83765053779811998 "HANSEN" Lender ID:0 Clark, Nevada
THE UNDERSIGNED DOES HEREBY AFFIRM THAT THIS DOCUMENT SUBMITTED FOR RECORDING DOES NOT CONTAIN PERSONAL INFORMATION ABOUT ANY PERSON.

WELLS FARGO BANK, N.A. is the present Beneficiary of that certain Deed of Trust Dated: 04/16/2007 , made by GORDON B HANSEN AN UNMARRIED MAN as Trustor, with AMERICAN SECURITIES COMPANY OF NEVADA as Trustee, for the benefit of WELLS FARGO BANK, N.A. as Original Beneficiary, which said Deed of Trust was recorded 05/10/2007 in the Office of the County Recorder of Clark State of Nevada, in Book: N/A Page: N/A as Instrument No.: 20070510-0001127 wherein said present Beneficiary hereby substitutes WELLS FARGO FINANCIAL NATIONAL BANK, A NATIONAL BANKING ASSOCIATION as Trustee in lieu of the above-named Trustee under said Deed of Trust.

Property Address: 2763 WHITE SAGE DR, HENDERSON, NV 89052

IN WITNESS WHEREOF, WELLS FARGO BANK, N.A. 2324 OVERLAND AVE, MAC# B6955-014, BILLINGS, MT 59102-6401 as present Beneficiary and WELLS FARGO FINANCIAL NATIONAL BANK, A NATIONAL BANKING ASSOCIATION 2324 OVERLAND AVE, MAC# B6955-014, BILLINGS, MT 59102-6401 as Substituted Trustee, have caused this instrument to be executed, each in its respective interest;

*LJW*LJWWFMH*03/02/2015 03:11:03 PM* WFMC07WFMH00000000000000000285633* NVCLARK* 83765053779811998 NVCLARK_TRUST_SUB * *TMGWFMH*

WELLS FARGO BANK, N.A.
On March 2nd, 2015

By: _____
LISA WILM, Vice President Loan Documentation

STATE OF Montana
COUNTY OF Yellowstone

On March 2nd, 2015, before me, BARB BERGLUND, a Notary Public, personally appeared LISA WILM, Vice President Loan Documentation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,

_____
BARB BERGLUND
Notary Expires: 09/16/2017

BARB BERGLUND NOTARIAL SEAL STATE OF MONTANA

BARB BERGLUND
NOTARY PUBLIC for the
State of Montana
Residing at Billings, Montana
My Commission Expires
September 16, 2017

(This area for notarial seal)

WELLS FARGO FINANCIAL NATIONAL BANK, A NATIONAL BANKING ASSOCIATION hereby accepts said appointment as Trustee under said Deed of Trust and as Successor Trustee pursuant to the request of said present Beneficiary and in accordance with the provisions of said Deed of Trust does hereby reconvey without warranty to the person or persons legally entitled thereto all estate now held by it under said Deed of Trust.

By WELLS FARGO FINANCIAL NATIONAL BANK, A NATIONAL BANKING ASSOCIATION as Trustee
On March 2nd, 2015

_____
LISA WILM , VICE PRESIDENT LOAN DOCUMENTATION

*LJW*LJWWFMH*03/02/2015 03:11:04 PM* WFMC07WFMH00000000000000000285633* NVCLARK* 83765053779811998 NVCLARK_TRUST_SUB * *TMGWFMH*

STATE OF Montana
COUNTY OF Yellowstone

On March 2nd, 2015, before me, BARB BERGLUND, a Notary Public, personally appeared LISA WILM , VICE PRESIDENT LOAN DOCUMENTATION, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,

BARB BERGLUND
Notary Expires: 09/16/2017

BARB BERGLUND NOTARIAL SEAL STATE OF MONTANA

BARB BERGLUND
NOTARY PUBLIC for the
State of Montana
Residing at Billings, Montana
My Commission Expires
September 16, 2017

(This area for notarial seal)

Mail Tax Statements To: GORDON B HANSEN, 2664 OLIVIA HEIGHTS AVE, HENDERSON, NV 890527039

*LJW*LJWWFMH*03/02/2015 03:11:04 PM* WFMC07WFMH00000000000000000285633* NVCLARK* 83765053779811998 NVCLARK_TRUST_SUB * *TMGWFMH*

Exhibit 14

Exhibit 14

Inst #: 20150817-0001056
Fees: $18.00
N/C Fee: $0.00
08/17/2015 09:48:58 AM
Receipt #: 2527959
Requestor:
SPL INC.
Recorded By: GWC Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

Recording Requested By:
Title 365

When Recorded Mail To:
First American Trustee Servicing Solutions, LLC
1500 Solana Blvd, Bldg 6, 1st Floor
Westlake, TX 76262

APN: **191-13-811-052**

TS No.: **NV1500270670**
TSG No. : **730-1508685-70**
Borrower.: **GORDON B HANSEN**

SUBSTITUTION OF TRUSTEE

WHEREAS,
GORDON B. HANSEN, AN UNMARRIED MAN

was the original Trustor, **JOAN H. ANDERSON** was the original Trustee, and **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR WESTERN THRIFT & LOAN** was the original Beneficiary under that certain Deed of Trust Dated **07/15/2004** and recorded on **07/22/2004** as Instrument No. **20040722-0003507**, of Official Records of **CLARK** County, **Nevada**; and

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

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

NOW, THEREFORE, the undersigned hereby substitute, **First American Trustee Servicing Solutions, LLC** whose address is: **1500 Solana Blvd, Bldg 6, 1st Floor, Westlake, TX 76262**, as Trustee under said Deed of Trust.

Whenever the context hereof so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

Description: Clark,NV Document-Year.Date.DocID 2015.817.1056 Page: 1 of 2
Order: 2763 White Sage Comment:

SUBSTITUTION OF TRUSTEE - PAGE 2

NEVADA

TS No.: **NV1500270670**
TSG No. : **730-1508685-70**

WELLS FARGO BANK, NATIONAL ASSOCIATION, AS SUCCESSOR TO WACHOVIA BANK, NATIONAL ASSOCIATION FKA FIRST UNION NATIONAL BANK BY NATIONSTAR MORTGAGE LLC AS ITS ATTORNEY-IN-FACT

8-6-15

Rebecca C Wallace - Assistant Secretary

Date: 8-6-15

State Of: Texas

County Of: Denton

Before me, Catrina D Wofford on this day personally appeared Rebecca C Wallace, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that this person executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 6th day of August, A.D, 2015.

Catrina D Wofford (Notary Seal)

CATRINA D WOFFORD
Notary Public, State of Texas
My Commission Expires
January 13, 2016

Description: Clark,NV Document-Year.Date.DocID 2015.817.1056 Page: 2 of 2
Order: 2763 White Sage Comment:

Exhibit 15

Exhibit 15

Copy

[redacted]

V1 WBCD LOAN # [redacted]5232
MIN: [redacted]

NOTE

JULY 15, 2004 [Date] | HENDERSON, [City] | NEVADA [State]

2763 White Sage Dr, Henderson, NV 89052
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. $436,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is WESTERN THRIFT & LOAN, A FEDERALLY CHARTERED SAVINGS BANK.

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 6.250%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1ST day of each month beginning on SEPTEMBER 1, 2004. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on AUGUST 1, 2034, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at
1101 W MOANA
SUITE 2
RENO, NV 89509
or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. $2,684.53.

4. BORROWER'S RIGHT TO PREPAY

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

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

5. LOAN CHARGES

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

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

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

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

Initials: [signature]

Copy

V1.WACB LOAN # 500185232

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

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

7. GIVING OF NOTICES

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

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

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

9. WAIVERS

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

10. UNIFORM SECURED NOTE

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

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

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

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

Gordon Hansen (Seal)
GORDON HANSEN

610 [redacted] N 001 001

PAY TO THE ORDER OF
FLAGSTAR BANK, FSB
WITHOUT RECOURSE

WESTERN THRIFT & LOAN

BY: _____

PRINTED NAME: _____

ITS: _____

VOID

2763 White Sage Dr Henderson, NV 89052

[redacted]5232

[Sign Original Only]

Copy

PAY TO THE ORDER OF
Flagstar Bank, FSB

WITHOUT RECOURSE
Western Thrift + Loan

By: LaShunna Dinkins
Lashunna Dinkins
Loan Operations Associate

PAY TO THE ORDER OF

WITHOUT RECOURSE
COUNTRYWIDE HOME LOANS, INC

BY
David A. Spector
Managing Director

PAY TO THE ORDER OF
Countrywide Home Loans, Inc.

WITHOUT RECOURSE
FLAGSTAR BANK, FSB

By: Melinda McNeal
Melinda McNeal, Vice President

By: Debra J. Beauvais
Debra J. Beauvais, Assistant Vice President

2763 White Sage Dr Henderson, NV 89052

[redacted]5232

AA 001672

EXHIBIT B

EXHIBIT B

STATE OF NEVADA
OFFICE OF THE ATTORNEY GENERAL

100 N. CARSON ST., CARSON CITY, NV 89701 – TEL# 775-684-1100 – FAX# 775-684-1108

555 E. WASHINGTON AVE., STE 3900, LAS VEGAS, NV 89101 – TEL# 702-486-3420 – FAX# 702-486-3768

COMPLAINT FORM

The information you provide on this form may be used to help us investigate violations of state laws. ***Please be sure to complete all required fields****. The length of this process can vary depending on the circumstances and information you provide. The Attorney General's office may contact you if additional information is needed. Supplemental materials can be attached to Section 6 of this complaint form, and if additional supplemental materials are acquired after submitting this form, please email them to AGCOMPLAINT@ag.nv.gov with COMPLAINT in the subject line.*

******ONLY COMPLAINTS THAT ARE SIGNED WILL BE PROCESSED******

HAVE YOU PREVIOUSLY FILED A COMPLAINT WITH OUR OFFICE? ☐ YES ☒ NO

If so, what are the approximate dates of previously filed complaint(s)? N/A

SECTION 1: COMPLAINANT INFORMATION

LAST NAME: TOBIN			FIRST NAME: NONA			M.I. NMI	
ORGANIZATION: 1948							
ADDRESS: 2664 OLIVIA HEIGHTS AVE			CITY: HENDERSON		STATE: NV	ZIP: 89052	
PHONE/MOBILE: 7024652199			EMAIL: nonatobin@gmail.com				
AGE GROUP	☐	UNDER 21	☐	21-39	☐	40-65	☐ OVER 65
PRIMARY LANGUAGE: English							

SECTION 2: TYPE OF COMPLAINT

☐	GENERAL INVESTIGATIONS	☐	MISSING CHILDREN	☐	TICKET SALES
☐	HIGH TECH CRIME	✔	MORTGAGE FRAUD	☐	WORKERS COMP FRAUD
☐	INSURANCE FRAUD	☐	OPEN MEETING LAW	☐	OTHER
☐	MEDICAID FRAUD	☐	PUBLIC INTEGRITY	☐	

SECTION 3: MY COMPLAINT IS AGAINST

☑ INDIVIDUAL ☐ BUSINESS / GOVERNMENT AGENCY / REPRESENTATIVE		
NAME OF PERSON / BUSINESS / AGENCY: Nationstar Mortgage LLC, represented by Melanie Morgan/Ariel Stern, Ackerman LLP		
ADDRESS: 1635 Village Center Circle, suite 200	CITY: Las Vegas	STATE: NV 89134
TELEPHONE NUMBER: 702-634-5000	EMAIL: melanie.morgan@akerman.com	
WEBSITE: UNK		
DATE ALLEGED VIOLATION OCCURRED: 4/4/12 to the present		
WAS A CONTRACT SIGNED? ☐ YES ☒ NO		
HAVE YOU CONTACTED ANOTHER AGENCY FOR ASSISTANCE? ☒ YES ☐ NO IF SO, WHICH AGENCY: Clark Co. District Attorney received only an email.		
HAVE YOU CONTACTED AN ATTORNEY? ☑ YES ☐ NO IF SO, PROVIDE ATTORNEY'S CONTACT INFORMATION: Joe Coppedge, Mushkin, Cica, Coppedge, 702-386-3999, Joe@Mushlaw.com		
IS COURT ACTION PENDING? ☑ YES ☐ NO		
DID YOU MAKE ANY PAYMENTS TO THE INDIVIDUAL OR BUSINESS? ☐ YES ☑ NO		
HOW MUCH WERE YOU ASKED TO PAY? $450,107 on 12/1/13 when NS began as servicer	HOW MUCH DID YOU ACTUALLY PAY? -0-	
DATE OF PAYMENT: N/A	PAYMENT METHOD: Other	

Continue to Section 4 to describe complaint.

Facebook: /NVAttorneyGeneral Twitter: @NevadaAG YouTube: NevadaAG

SECTION 4: DESCRIBE YOUR COMPLAINT:

- *(to add attachments, see Section 5)*

The civil action is A-15-720032-C. Three parties are competing for quiet title following a disputed 8/15/14 HOA foreclosure sale. I became the Trustee of the Gordon B. Hansen Trust, former owner of the property, when Gordon Hansen died on 1/14/12. Nationstar, the respondent in this AG complaint is lying to the court in its claims to own the beneficial interest of the Western Thrift & Loan deed of trust executed by Gordon Hansen on 7/15/04, and they are trying to get quiet title through this HOA foreclosure action by claiming I don't have standing to introduce evidence of Nationstar's fraud unless the court first invalidates the HOA sale. This is an underhanded legal trick. If I don't have standing until I prove the HOA sale was statutorily-noncompliant, then Nationstar does not have standing because its claims to own the underlying note are provably false.

Attached is a draft MSJ I prepared which has not been reviewed by counsel, but which outlines the procedural history and incorporates links to court documents and some of the evidence I have that Nationstar's claims are based on false affidavits recorded by Nationstar and the predecessor servicing bank, Bank of America (BANA).

There will be a hearing on March 26 at 9:30 in dept 31, 8th district court, when Judge Kishner, will consider Sun City Anthem's motion for summary judgment against me and Nationstar's joinder to the SCA MSJ, and my opposition to both. I do not know if my attorney will file a counter-motion for summary judgment although I am begging him to file the one attached herein that I proposed.

The problem I am trying to prevent is Judge Kishner ruling that the HOA sale was valid but did not extinguish the deed of trust in which case Nationstar will unjustly profit from getting ownership of the deed of trust, by duplicity, filing false affidavits, fraudulent concealment, and otherwise without having proved that it actually owns the beneficial interest of the DOT or has possession of the original note.

In my view, were Nationstar's fraud to succeed, Nationstar has caused me damages equal to the current value of the property, 2763 White Sage, (APN 191-13-811-052), approximately $500,000. Further, any future Nationstar foreclosure involving a credit bid, even if I am bumped out of the quiet title case, would be tantamount to a theft of $389,000, the unpaid balance of the DOT.

I will forward to AGComplaint@ag.nv.gov an email sent earlier today to AGInfo@ag.nv.gov since it explains that the mortgage servicing fraud perpetrated by Nstionstar and BANA against me in this case is systemic in nature. My case is not a class action and cannot address this pervasive pattern.

The AG needs to be aware that the fraud that I uncovered over the past four years has

EMAIL AGCOMPLAINT@ag.nv.gov to submit any additional information

SECTION 5: EVIDENCE

List and attach photocopies of any relevant documents, agreements, correspondence or receipts that support your complaint. Copy both sides of any canceled checks that pertain to this complaint.

SECTION 6: WITNESSES

List any other known witnesses or victims. Please provide names, addresses, phone numbers, email address and website information.

N/A

SECTION 7: SIGN AND DATE THIS FORM

(The Attorney General's Office will not process any unsigned, incomplete or illegible complaint forms)

I understand that the Attorney General is **not my private attorney**, but rather represents the public by enforcing laws prohibiting fraudulent, deceptive or unfair business practices. I understand that the Attorney General does **not** represent private citizens seeking refunds or other legal remedies. I am filing this complaint to notify the Attorney General's Office of the activities of a particular business or individual. I understand that the information contained in this complaint may be used to establish violations of Nevada law in both private and public enforcement actions. In order to resolve your complaint, we may send a copy of this form to the person or firm about whom you are complaining. I authorize the Attorney General's Office to send my complaint and supporting documents to the individual or business identified in this complaint. I also understand that the Attorney General may need to refer my complaint to a more appropriate agency.

I certify under penalty of perjury that the information provided on this form is true and correct to the best of my knowledge.

****ONLY COMPLAINTS THAT ARE SIGNED WILL BE PROCESSED****

SIGNATURE: Nona Tobin
Nona Tobin (Mar 14, 2019)

PRINT NAME: Nona Tobin

DATE: Mar 14, 2019

Facebook: /NVAttorney General Twitter: @NevadaAG YouTube: NevadaAG

➢ SECTION 8: OPTIONAL INFORMATION

➢ GENDER

MALE	FEMALE X	OTHER

➢ ETHNICITY

WHITE/CAUCASIAN	X	BLACK/AFRICAN AMERICAN		HISPANIC LATINO	
NATIVE AMERICAN/ALASKAN NATIVE		ASIAN/PACIFIC ISLANDER		OTHER:	

➢ HOW DID YOU HEAR ABOUT OUR COMPLAINT FORM (CHOOSE ONE):

CALLED/VISITED CARSON CITY OFFICE	○	SEARCH ENGINE	○
CALLED/VISITED LAS VEGAS OFFICE	○	ATTORNEY GENERAL WEBSITE	◉
CALLED/VISITED RENO OFFICE	○	ATTORNEY GENERAL SOCIAL MEDIA SITE	○
ATTENDED AG PRESENTATION	○	MEDIA/NEWSPAPER/RADIO/TV	○
NV AGENCY OFFICIAL/ELECTED OFFICIAL	○	OTHER response from AGInfo@ag.nv.gov	

➢ MARK ALL THAT APPLY:

INCOME BELOW FEDERAL POVERTY GUIDELINE	☐	MILITARY SERVICEMEMBER	☐
DISASTER VICTIM	☐	VETERAN	☐
PERSON WITH DISABILITY	☐	IMMEDIATE FAMILY OF SERVICEMEMBER/VETERAN	☐
MEDICAID RECIPIENT	☐	OTHER: 70 years old	☑

EMAIL AGCOMPLAINT@ag.nv.gov to submit any additional information

Facebook: /NVAttorney General Twitter: @NevadaAG YouTube: NevadaAG

ADDITIONAL COMMENTS: *What are you hoping the Attorney General's office can do for you?*

Review the complaint immediately.

Have an investigator attend the 3/26/19 hearing, dept. 31 at 9:30 AM

introduce him or herself to the Nationstar attorney present.

Make an appointment with that attorney to review the evidence against Nationstar

that I have attached or that I will provide today to AGComplaint@ag.nv.gov.

Get the answers to the interrogatories and requests for documents that Nationstar's attorneys have withheld.

(RFDs, ROGGs and responses will be provided by email since I can't figure out how to add more attachments to this online form.)

Contact BHHS and compel them to provide the entries into the Equator system that were not provided, but for which a subpoena was issued.

(These entries show that Nationstar blocked multiple legitimate arms-length sales and refused to name the beneficiary (investor) that refused to approve the sales)

Make an investigative report prior to May 1 (so as not to delay the scheduled May 28 trial date) that includes the determination of whether Nationstar's claims to own the DOT can be proven and whether the false affidavits recorded to claim ownership of the $389,000 note rose to the level of criminality.

Once the investigation of this case is concluded and it can serve as an investigative model, review the evidence (that I can provide the investigator in person at a later date) of the sample of other HOA foreclosures to determine:

Is there sufficient cause to pursue further investigation into how these HOA foreclosures occurred?

Were properties targeted primarily when there was deception over the ownership of the security interest? When the owner (debtor) died?

EMAIL AGCOMPLAINT@ag.nv.gov to submit any additional information

Gmail

Nona Tobin <nonatobin@gmail.com>

Fwd: We can learn a lot from this Spanish trail HOA case

1 message

Nona Tobin <nonatobin@gmail.com> Thu, Mar 14, 2019 at 12:37 AM
To: Kathy Matson <kdmatson2@mac.com>, darcy.spears@ktnv.com, "Bauman, Kean" <kean.bauman@ktnv.com>, DAInfo@clarkcountyda.com, AGINFO@ag.nv.gov, info@pvtgov.org, Dan Roberts <dan@thevegasvoice.net>, Joe Coppedge <joe@mushlaw.com>, vjoecks@reviewjournal.com, jgerman@reviewjournal.com, ahassan@reviewjournal.com, bjoseph@reviewjournal.com, akane@reviewjournal.com, Anthem Today <Rana@thevegasvoice.net>, "Butterworth, Todd" <Todd.Butterworth@sen.state.nv.us>, Keith.Pickard@sen.state.nv.us, Melissa.Hardy@asm.state.nv.us, shea.backus@asm.state.nv.us, Joyce.Woodhouse@sen.state.nv.us, Glen.Leavitt@asm.state.nv.us, Teresa.BenitezThompson@asm.state.nv.us, Terry Wheaton <twheaton@red.nv.gov>, TERALYN THOMPSON <TLTHOMPSON@red.nv.gov>, Brittany.Miller@asm.state.nv.us, "Ryan, Andrew" <andrew.ryan@asm.state.nv.us>, Nellie_Moran@cortezmasto.senate.gov
Bcc: [redacted]

I am requesting your help to get some investigative assistance, and meaningful access to Nevada's formal complaint procedures, to address this problem of HOA debt collectors and banks ripping us all off.

Specifically, the two issues I am raising I also raised in a letter to the R-J "HOAs, foreclosures, and property rights" published on 9/18/16.

1. HOA debt collectors use abusive debt collection practices to foreclose for trivial delinquent assessments, and then unlawfully retain the proceeds of the sales.
2. Banks lie to the court in HOA foreclosure litigation for quiet title so they can foreclose on deeds of trust/mortgages that they don't actually own

Can you assist in ensuring that these possibly criminal complaints are addressed by the proper enforcement authorities?
The NV Real Estate Division and CICC Ombudsman should ensure that HOA foreclosures are compliant with state law, but they have failed. Enforcement officials have been cowed, co-opted, or corrupted into being completely ineffective at any enforcement of NRS116, NRS116A, or NAC116, or NAC 116A.

Link to outline of the corruption "HOA debt collectors wield an unlawful level of power"

This systemic problem can't be effectively incorporated in my individual civil action, but must be addressed statewide.
This email describes a pattern of unjust enrichment and fraudulent concealment that (I have been told) cannot be addressed in the quiet title litigation I have over my late fiance's house (also described herein) because my case is not a class action.

This fraud is larger than last big HOA corruption case where more than 40 were indicted and four died suspiciously.
This problem involves so much more money than the last HOA corruption scam by Benzar and Nancy Quon manipulating HOA board elections and channeling construction defect cases to themselves that it should not be ignored by authorities.

I need to know how to get the appropriate enforcement agency staff to talk to me personally and to prioritize reviewing the investigative research already done.

The scale of this fraud is astounding, but it is so big because it is one way banks are trying to dodge accountability for creating worthless securities that exist in the aftermath of the 2008 collapse of the mortgage securities market.

A lingering consequence of the market crash
Taxpayers bailed out the banks after the crash. The TARP program made banks virtually whole despite their misdeeds. None of the investment banker perpetrators went to jail for bringing down the world economy.

A new twist
The specific situation here is a new twist on the mortgage servicing fraud, robo-signing problem that led to Nevada's 2011 anti-foreclosure fraud law AB 284 and the 2012 National Mortgage Settlement. Here, the unindicted co-conspiritors that destroyed the entire housing market a decade ago are trying to cut their losses by getting title to HOA-foreclosed houses even though they don't actually own the mortgages.

A bank pretends a debt is owed to it. Actually, the debtor's IOU is to a different bank, perhaps now defunct, and there is no paper trail to the bank making the false claims.
It is very common for houses foreclosed by HOAs - in Nevada and nationwide - to have mortgages/deeds of trust that were securitized out of existence - broken up into synthetic derivatives, collateral debt swaps and tranched instruments, so esoteric and exotic that the ownership of the note is nearly impossible to accurately ascertain.

Any unscrupulous bank can step into the void and anoint itself the owner of a debt that belongs to someone else or belongs no one. And step in, they do!

Banks' attorneys' legal sleight of hand - razzle, dazzle 'em!
The banks, and their extremely high paid and competent, albeit ethically-challenged attorneys, have figured out one way to foreclose when they had no legal right to do so and have no legal way of proving who owns the mortgage. Getting quiet title after an HOA foreclosure is one way they pull this magic trick off.

Banks reat owner protections as optional, not mandatory
They (meaning either the banks or the banks' attorneys on their own initiative, hard to say given all the smoke and mirrors) record false affidavits against the title (banned by AB284 in 2011) claiming that the owner of the home owes it a debt. Further, the bank's Constitutional protections are abridged if the bank loses the owner's home as security for a debt owed to someone, but the owner's property rights and protections against seizure without due process can be abridged with impunity.

Silence means compliance - or aquiecense
Then, probably no one challenges the banks' claim (the owner that lost the house for a trivial debt is usually either dead or devastated by debt).
The bank then is free to sue the purchaser at the HOA for quiet title. The bank blithely lies to the court, claiming falsely that it holds the debtor's IOU, i.e., the original note where the debtor promised to pay back the mortgage to the originating lender.

Rabbit out of the hat
The court will probably buy the bank's story because the documents produced seem very official and incomprehensible.

Brilliant, unscrupulous bank! The fraud is not obvious to the naked eye. A forensic examination is needed to discern it. Further, nobody is around to contradict the bank that's pretending to be owed a debt.The bank can then foreclose on the property with impunity without ever having to prove that the debt was ever really owed to it.

Meanwhile...nobody knows what escheat means
The HOA debt collectors are rewarded by nobody noticing that they unlawfully keep nearly all of many HOA sale proceeds for years.
No worries.
The bank can't make a claim for the proceeds if the HOA sale extinguishes the security instrument.
And, it's really easy for the debt collector block owners who attempt to make a claim for a portion of the proceeds -- as has been amply demonstrated iboth n my case and in the Spanish Trail case in the forwarded email below.

The scam works for HOA foreclosures between 2011-2015 before the 2015 law changes.

Who wins when an HOA forecloses on a minuscule debt - speculators, debt collectors, and fraudulent banks and attorneys
Speculators-in-the-know have bought almost all of Nevada's HOA foreclosures. These clever guys have gotten huge windfalls by buying HOA liens for pennies on the dollar virtually without competition from bona fide, arms-length purchasers. The vulture investor rents the properties they got free and clear for years while the wrongful foreclosure is litigated.

Why doesn't the HOA get the profits? Or the HOA membership at large?

Note: the HOA debt collectors unlawfully get approval for these sales from the HOA Boards in secret meetings so the HOA homeowners can't buy houses in their own HOA by paying a few bucks to cover delinquent dues. These great deals are reserved for speculators. All SCA foreclosures have gone to parties who own multiple HOA foreclosures from two to over 600 house. For example, two Sun City Anthem properties sold in 2014 for under $8,000, and 11 of 12 SCA foreclosures that year sold for under $100,000. I estimate this averages at less than one-third market value.

Due process for the owner takes a back seat to the HOA debt collectors drive to high-profit foreclosure.
Real estate speculators bought HOA liens for delinquent assessments in the thousands after the market crash when the baks wouldn't protect the properties from deterioration causing whole neighborhoods to be blighted. These cognoscenti bought often, sometimes in bulk, either directly from the HOA debt collector or at some poorly noticed "public" foreclosure sale.

Link to one 2012 speculator's description of how he did it.

Link to UNLV Lied Institute for Real Estate 2017 study , commissioned by Nevada Association of Realtors, documenting 611 HOA foreclosures and the super-priority lien, that shows a cost to the Nevada real estate market exceeding over $1 billion between 2011-2015.

Failure to distribute the proceeds of MANY HOA foreclosures is big bucks for a few financially-conflicted/ ethically challenged HOA debt collectors.
HOA debt collectors win by putting virtually ALL the proceeds of the sales in their attorney trust funds (except the actual delinquent assessments plus interest and late fees (chump change) that go to the HOA.

In my case, RRFS kept $57,282 in "excess" proceeds and paid the HOA $2,701.04 as payment in full. What a deal!
Seems like a disproportionate sanction to me, but probably it's in the bottom quartile of all the David Copperfield RRFS has conjured up to rip off HOA homeowners further after stealing their houses.

See forwarded email of RRFS holding $1.1 million on one HOA sale. I think the HOA got less than 1% of that windfall.
In this Spanish Trails case RRFS has been holding a whopping $1.1 million+ since 2014. One question is "Will the 90-year-old former owner get a fair shake in court to claim those proceeds or will the debt collectors and the banks (and maybe the judge) postpone until the bank wins by default?

What the law says the forecloser has to do with the sale proceeds
NRS 116.31164(3)(c) (2013) requires that the funds be distributed in a certain order - to pay reasonable foreclosure costs, pay the HOA delinquent assessments, then pay off liens, last, pay the owner. The owner only gets something if the sale extinguished the mortgage.

The debt collector's attorney is not supposed to retain indefinitely the "excess" proceeds. The attorney is supposed to file a complaint in district court called interpleader and SHALL distribute the funds in the manner defined by NRS, but they just pretended to do it.

What happens in real life is the debt collectors just keep the money because they haven't gotten caught.
It's almost a state-sanctioned form of embezzlement.
This windfall is potentially in the tens of millions, and there is a pretty small crew of individuals that do this - HOA debt collectors with NRS 649 licenses and attorneys who don't need a license and so are even less regulated.

If there is no litigation, no one makes a claim for the proceeds. There is no accounting of the sale proceeds by the HOA. In fact, the HOA has no record even that a property was foreclosed using the HOA's power of sale or how much the house was sold for or any accounting. The attorneys and debt collectors tell the HOA -WRONGLY - that it is not the HOA's money so they effectively block any independent accounting of the proceeds.

I haven't found any interpleader filed for the court to distribute the proceeds of any of the Sun City Anthem foreclosures conducted in SCA's name by any of SCA debt collectors, but it's hard to be sure since they withhold, conceal or misrepresent any records they do have.

If there is litigation, like in this Spanish Trail case, it goes on for years, and 99% of the time the homeowner who lost the house is not in the case. The court fight is usually just between the bank and the buyer at the sale. The attorneys try to keep the HOA out of it except for the HOA homeowners to pay the litigation costs.

A stunning example of why attorney trust funds can't be trusted
Chapter 7 as an easy way to fraudulently abscond with all the proceeds from many HOA sales held indefinitely in attorney trust funds

The proceeds of these sales can just disappear in a morass of sham LLCs that Nevada is so good at producing while so poor at regulating.

SCA hired Alessi & Koenig, LLC after RRFS was fired.
David Alessi was not licensed to practice law in Nevada but passed himself off as an licensed attorney anyway so A&K didn't have an NRS 649 debt collection license.

That was the least of their problems
A&K dissolved the LLC, hid its assets, filed chapter 7 bankruptcy and morphed into HOA Lawyers Group. Alessi only admitted in the bankruptcy proceedings as retaining $2.9 million after having conducted at least 800 HOA "public" auctions out of their offices between 2011-2015, 500 of which per David Alessi's deposition, had named A&K as a party to wrongful foreclosure litigation. They had one racketeering, bid rigging judgment (Melinda Ellis) against them that they skipped on.

Generally, NV HOA Boards are ill-advised by financially conflicted agents who tell the BODs to do the wrong thing. SCA just pays more for it.
Link to the notice about this scam I sent on 1/25/17 that the SCA Board ignored. My reward came when the current SCA attorney/debt collector ordered me to recuse myself from all SCA collection matters after I was elected to the Board and prohibited me from accessing any SCA records without his approval.

The banks are far from blameless. Do not give them a free pass.
The banks are usually cheating as well because they are saying that they own the mortgage when they actually don't own it any more than I do.

Since it is unlawful for an HOA to foreclose after a bank had issued a notice of default (NRS 116.31162(6), the prime pickings for HOA foreclosures were frequently ones that the bank did not foreclose on for 2-3 years of non-payment. These houses were ripe of HOA foreclosure primarily when the banks couldn't prove they owned the mortgage after Nevada passed AB 284, its anti-foreclosure fraud law in 2011. So the banks in these HOA foreclosure litigations unfairly get a second bite of the apple

Catch-22 so the owner always loses and the bank wins
In my case, the homeowner died.
The HOA sold the house to a Realtor in the listing office after the bank blocked four legitimate sales of the property.
The bank now claims the HOA sale was valid to get rid of my (the estate's) property rights, but that the HOA sale was not valid to extinguish the deed of trust the bank is lying about owning.

Obviously, the highest priority to fraudulent banks is to get mortgages on their books that had been securitized out of existence. The proceeds of the HOA sale are second priority.

Two bites of the apple
So the banks in these HOA foreclosure litigations have a chance to get quiet title just by beating the speculator in court so they can foreclose without meeting the stringent stands of AB 284. Obviously it is much more worth it to those kinds of fraudulent banks to get mortgages on their books that had been securitized out of existence than to worry about the proceeds of the HOA sale.

Bottom line: who gets screwed? Easy --- The HOAs and the homeowners lose 100% of the time.
The HOAs get nothing from a sale but the few assessment dollars they certainly could have gotten easier if they had taken title by deed in lieu or had offered the property up to their own HOA owners.

How can it be good business judgment to pay collection costs that are orders of magnitude larger than the minuscule debts collected?
Instead of the HOA (or some of its owners) getting the windfall of a house with no mortgage, the homeowners get a big, fat legal bill to pay for the fight between the HOA sale purchaser and the bank for wrongful foreclosure. In SCA's dozen 2014 foreclosures owners have paid, several hundred thousand bucks in attorney fees, settlements, insurance deductibles, and other costs have accrued to collect because SCA has totally abdicated to the debt collectors and .

How the scam is working even now to screw me out of Bruce's house
The homeowner, in this case, me, got screwed by losing the house at a **surprise sale** for a trivial delinquency, 8th amendment anyone?

What idiot would lose a $400,000 house for a $2,000 debt?

I, for one, would easily have corrected a $2,000 delinquency had I thought, in a million years , that the bank - the same bank, mind you, that claimed $389,000 was owed to it -- wouldn't stop the HOA from selling the house for $63,100 when a $358,800 offer from a bona fide purchaser was on the table.

Oh well...current status of my one little stolen house case
There will be a hearing on March 26 on motions for summary judgment. The trial is set for May 28, 2019.

Here is a link to a counter-motion I drafted yesterday that I am sure my attorney will choose not to file after because my draft is focused on the bank's duplicity and not exclusively on the (considerable) statutory deficiencies of the HOA sale per se.

However, it shows how the banks' attorneys are trying to use the HOA foreclosure quiet title proceeding to unfairly gain title to a property when its claim to be owed around $400,000 is provably false.

Abusive collection practices tip the scales against owners, especially dead owners
In this case, the debt collector should have stopped the HOA sale when the bank tendered nine months of assessments, the super-priority, but instead, it carried on in secret meetings (of which there are no agendas and no minutes) to get the SCA Board to approve an unnecessary sale without telling me. The debt collectors unlawfully refused the banks' tender of the super-priority amount twice, and each one should have stopped the HOA sale, but the debt collector never told the Board what it did.

Why don't more owners sue after losing their expensive house for a trivial debt?
It's simply a low percentage game.

It has cost me over $30,000 in attorney fees already and trial isn't until May in this four-year long case. My attorney has been very generous with reducing fees and looking at my work, but most attorneys won't represent a homeowner because the chance of recovery is so small and the banks' resources so formidable.

Spanish Trail case - no distribution of $1.1M yet for 90-year-old who lost his house in 2014, but who cares? He'll be dead soon anyway.
Here's the minutes of the February 5 hearing in the Spanish Trail case that was continued to March 5.
Link to the March 1 minutes of the hearing that inexplicably occurred on March 1 and not March 5.

How this tome started: Forwarded email about Spanish Trail case shows how easy it is to steal when nobody is looking.
The email I am forwarding was my attempt to articulate the nuances of this scam to my attorney which he probably didn't read. I don't think he charges me for reading my long descriptions of the systemic deficits and scams because he is already not billing me for all the time it takes just to deal with trying to get quiet title to Bruce's house,

Bank attorney boilerplate strategy doesn't mean their fees are less
For the benefit of any potential investigator, the email below demonstrates the exact same legal sleight of hand used in the Spanish Trail case will be used to try to crush me later this month.

Thank you in advance for any assistance you can provide...and for reading this far!

Nona Tobin
(702) 465-2199
Never doubt that a small group of thoughtful, committed citizens can change the world; indeed, it's the only thing that ever has. -Margaret Mead

---------- Forwarded message ---------
From: **Nona Tobin** <nonatobin@gmail.com>
Date: Mon, Feb 25, 2019 at 9:13 AM
Subject: We can learn a lot from this Spanish trail HOA case
To: Joe Coppedge <joe@mushlaw.com>

1. **Volunteer SCA Board violated their own CC&RS and sanctioned this owner by authorizing foreclosure in secret on the advice of counsel.**
2. **HOA managers/debt collectors/attorneys usurp the HOA power to foreclose for their own unjust enrichment.**
3. **Once the foreclosure is over, the attorney tells the HOA Board it's not the association's problem; it's between the buyer and the bank.**

All proceeds of HOA sales must be accounted for by SCA, but the SCA Board has been told that once the account goes to the debt collector it's not their problem.

Attorneys Koch & Scow have held the sale proceeds for four years in both this Spanish Trail case and 2763 without filing for interpleader
....probably collecting the interest, not filing interpleader, and keeping what nobody notices.
This is much more money, RRFS kept $1,168,865 is excess proceeds after the 11/10/14 sale.
It looks just like the RRFS trust fund check to the court for $57,282 excess proceeds check from excess proceeds after the 8/15/14 sale that Koch & Scow never filed for interpleader. When I attempted to make a claim for those funds in September 2014, I was rebuffed.

the 2/5/19 Spanish trail hearing is about proceeds from 11/10/14 sale
The owner, not in the case, gets the proceeds if the sale extinguished the loan
Here are the minutes of a 2/5/19 hearing where attorney Akin (not on efile list) was waiting for outcome so his 90-year-old client (former owner?) could see about the excess proceeds. Continued to 3/5/19. Will Akerman attorney even go to interpleader or will she let the old owner have it?

Ackerman got Spanish trail sale to be valid, but sale did not extinguish loan
Order granting MSJ to the bank 12/5/18
But the court finds that the HOA could only foreclose on the sub-priority portion of the lien
This is what Ackerman is trying to do in the 2763 case, only representing a different bank.

Ackerman may be a front for bank fraud like attorneys for the mob
Ackerman got quiet title for Thornberg, the bank who I suspect is fraudulent and claims to have gotten the beneficial ownership from MERS. This is like 2763 DOT. I say this because in 10/1/11, Nevada legislature passed AB 284 which made it a felony for to banks to use robo-signers to execute notarized false assignments of mortgages. In this case, the owner defaulted in 2011 on the DOT and the HOA filed a NODES in late-2011, why didn't the bank foreclose for over three years until the HOA sold it in late-2014?

Bank MSJ: Foreclosure only sub-priority piece is valid
The Ackerman MSJ is what they will be arguing about 2763. Bank made super-priority tender. It was refused. Sale did not extinguish the loan because HOA only foreclosed on sub-priority portion. Argues that it doesn't matter if Saticoy is a bona fide purchaser. Shadow Wood applies as sale was commercially unreasonable and unfair.

Banks were the proximate cause of the delinquency by blocking sales and refusing title by deed in lieu
The fact that both banks tendered the super-priority amount is supported by the RRFS/SCA disclosures, and it is a strong reason well briefed by Ackerman for protecting the DOT, so we have to show that because BANA and Nationstar were provably engaged in mortgage fraud, they were complicit in preventing the estate from paying the assessments by BANA's refusing to close two escrows out of which the HUD-1s show the assessments would have been paid, and by Nationstar's refusing to close two escrows from bona fide CASH purchasers at market value and not responding to the $375,000 offer i signed on 8/1/14.

HOA OPPC to bank MSJ
John Leach was SCA's attorney until 2017 when Clarkson took over. His OPPC shows the same attitude SCA has showed to me.

- The HOA doesn't belong in the case.
- RRFS did everything right
- The fight is rightly just between the bank and purchaser in possession
- The owner is just a loser, not the HOA's problem

The SCA Board violated its duty to the homeowners by abdicating to self-serving agents
Here's where our case has to differentiate itself. We have to hold the HOA Board accountable for letting the debt collector/manager/attorney use the HOA power to foreclose to screw the HOA and ALL the owners. Doing collections and foreclosures in secret keeps the chance of compliance low, keeps neighbors from helping a neighbor in trouble, or an out of state executor that doesn't get proper notice from knowing what to do. Not publishing that a house is going to be foreclosed to the owners prevents any owner from bidding.

The Board can't wash its hands. It's wrong for them to blindly listen only to RRFS without having to listen to the owner. FSR/RRFS set the owner up to get the property into foreclosure for way more ways to make money than just charging usurious fees.

Undisputed facts about how SCA Board did as they were told but it was wrong
The volunteer Directors have been tricked by self-serving agents into doing what the agents say they HAVE TO DO.

In this case, the Board was handling collections and foreclosures such that it made money for the agents, but were actually against the law or SCA governing docs: Here is a link to emails where the former Board President told me how

the Board handled foreclosures in 2014 - **all in closed BOD meetings under RRFS control**.

1. Give complete control over collections to the manager/debt collector of accounting with no checks and balances or any need to ever hear from the owner affected.
2. Keep everything strictly confidential and
3. trust that the manager and debt collector are doing it right
4. Allow the manager to report after an account was sent to collections and never check what fees were charged or what the circumstances might be, like the owner died and it was in escrow
5. assume that since the debt collector said they gave a notice and no owner ever filed an appeal, that everything is fine
6. Make all decisions in executive session without specifying the name of the party or the proposed sanction
7. Do not publish the quarterly delinquency report required by the bylaws even though that's how delinquent taxes are publicly reported
8. Adopt a fee schedule but do not give it to the homeowner who is subjected to them and don't audit anything that RRFS charges to see if it's right
9. Listen only to the debt collector and never tell the owner when decisions are being made to sanction them
10. Do not put specifically on the agenda or give the owner any requested minutes from BOD meetings in executive session where actions about the owner were decided:
    - when the debt collector said that the owner requested a waiver of $459 and the owner was not permitted to be present why the debt collector said that the BOD could only waive assessments, late fees and interest, but could not waive the collection fees
    - when a pay plan was offered, considered or rejected
    - when it decided to post the property for sale, or
    - when the BOD was asked to postpone or cancel the sale, or
    - was told what the date of the sale was to be, or
    - was told that the foreclosure occurred · the BOD discussed the owner's delinquency and possible sanctions,
11. when the BOD was told of the possible alternatives to aggressive collections, such as a deed in lieu, wait to collect out of escrow without charging or unnecessary collection charges, small claims, accept the bank's tender of the super-priority and restart the clock on what the owner owes,
12. Adopt a policy and procedure that defines how the governing documents will be enforced providing specific due process steps, but carve out an exception for predatory collections and foreclosure, the harshest of all penalties, and do that in secret, don't tell the owner that you did it, make any appeal without litigation impossible and then treat the owner like a criminal if she tries to get the stolen house back.

Legal theory for the Board's authority and why it can't be delegated or agents be unsupervised.

The Association exists to protect the owners' common good.
The Association is not the Board; it is the membership at large.
The Board has the sole power to act.
Agents can advise, not direct.
Board's fiduciary duty is act solely and exclusively for the association's, i.e., all owners' benefit.
The Board owes no duty to its agents.
The agents have no rights, only duties, to the Association, i.e., agents have fiduciary duty to protect the due process rights of the owners.

Our case is unique in arguing violations of due process guaranteed by NRS 116.310313 and NRS 116.31085, SCA CC&Rs 7.4.

This is not the way the agents act and it's not the way they have trained the Board to act, but it's the way the law and the governing documents say it is.

1. The BOD has authority to maintain the common areas and other services funded by assessments.
2. The Board has the authority to determine the amount of the assessments needed to cover the maintenance and protection of the common areas.
3. The HOA is a mutual benefit, non-profit entity which exists solely for the purpose of maintaining the property values and quality of life in the community.
4. The directors, attorneys and managing agents are all fiduciaries by law and they must act in good faith in a manner which is solely and exclusively in the best interest of the association and use good business judgment.
5. The Board has the sole responsibility for adopting an annual budget to fund maintaining the common areas and programs and activities to support the community life.
6. SCA bylaws 3.18a,b,e,f,g,i /3.20 prohibit the Board from delegating and abdicating control over any of SCA's money: budgeting, levying and collecting assessments, setting up the bank accounts where the money collected

goes, controlling the signatories, setting up the use rules and restrictions and enforcing them
7. The Board is the sole authority on the enforcement of the governing documents.
8. While managing agents and attorneys can advise and implement, the Board alone is the decider.
9. NRS 116 and NRS 116A (for managing agents) has provisions which specifically define the authority and limits constraining the Board before it can sanction owners for alleged violations
10. See the Table of Authorities.

Nona Tobin
(702) 465-2199

Never doubt that a small group of thoughtful, committed citizens can change the world; indeed, it's the only thing that ever has. -Margaret Mead

MICHAEL R. MUSHKIN
Nevada Bar No. 2421
L. JOE COPPEDGE
Nevada Bar No. 4954
MUSHKIN CICA COPPEDGE
4475 S. Pecos Road
Las Vegas, NV 89121
Telephone: 702-386-3999
Facsimile: 702-454-3333
Michael@mushlaw.com
Joe@mushlaw.com

Attorneys for Nona Tobin, an individual and as Trustee of the Gordon B. Hansen Trust

DISTRICT COURT

CLARK COUNTY, NEVADA

JOEL A. STOKES and SANDRA F. STOKES, as trustee for the JIMIJACK IRREVOCABLE TRUST, Plaintiff, vs. BANK OF AMERICA, N.A Defendant.	Case No.: A-15-720032-C Consolidated with: A-16-730078-C Department: XXXI TOBIN COUNTER MOTION FOR SUMMARY JUDGMENT
NATIONSTAR MORTGAGE LLC Counter-claimant, vs. JIMIJACK IRREVOCABLE TRUST, Counter-defendant. NONA TOBIN, an Individual and Trustee of the GORDON B. HANSEN TRUST, Dated 8/22/08, Counter-claimant,	TOBIN DRAFT – NOT FILED BY COUNSEL OR PLACED BEFORE THE COURT

vs.

JOEL A. STOKES and SANDRA F. STOKES, as trustee for the JIMIJACK IRREVOCABLE TRUST, SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC., YUEN K. LEE, an Individual, d/b/a Manager, F.BONDURANT, LLC, and DOES 1-10, AND ROE CORPORATIONS 1-10, inclusive,

Counter-defendants.

I. Introduction

This is a quiet title action resulting from a disputed HOA sale for delinquent assessments conducted by Sun City Anthem's agents, Red Rock Financial Services, on August 15, 2014. Three of the parties are seeking to quiet title in their favor:

- Plaintiff Jimijack - the party in possession
- Counter-claimant Tobin - the owner at the time of the sale
- Nationstar - claims to be the noteholder of the Deed of Trust

II. Recent motions and oppositions before the court

1. On February 5, 2019, Sun City Anthem filed a Motion for Summary Judgment against Tobin claiming that the HOA sale complied with statutory notice requirements and that Tobin was barred from re-gaining title due to equitable principles of unclean hands and failure to dispute the charges.

2. On February 12, 2019 Nationstar filed a limited Joinder to the SCA motion, claiming the HOA sale was valid, but that the sale did not extinguish the deed of trust.

3. On March 5, 2019 Tobin filed an opposition to the SCA MSJ claiming that the sale was not statutorily compliant, and it was unfair, involved deceit and SCA failed to provide due process defined by, and guaranteed, by the SCA governing documents and NRS 116.

4. Tobin also opposed the Nationstar Joinder as

   a. its claim was not based on any actual knowledge or evidence,

   b. presumes wrongly that Nationstar's claim to own the beneficial interest in the DOT

is undisputed,

c. Nationstar's, and its predecessor BANA's, mortgage servicing abuses unreasonably prevented four arms-length sales to bona fide purchasers and were the proximate cause of the HOA foreclosure due to assessments not being paid out of escrow as Tobin had instructed.

III. Counter Motion for Summary Judgment against all parties

A. Against Sun City Anthem – the sale was invalid and void

5. Tobin moves for summary judgment as there are no disputed material facts nor any credible or admissible evidence offered to contradict Tobin's claims that:

6. SCA did not comply with all applicable statutes or its own governing documents

7. SCA did not provide the specific due process mandated by law and delineated in SCA CC&Rs, bylaws, and policy.

8. SCA allowed its agents to unjustly profit at Tobin's expense and to the detriment of the Association as a whole.

9. The conduct of the sale was unfair, oppressive and involved deceit and fraudulent concealment.

B. **Against Jimijack who lacks any admissible evidence of ownership**

10. Plaintiff's sole claim to ownership, an inadmissible quit claim deed, recorded June 9, 2015, is fraught with notary violations that rendered it void.

11. Plaintiff's claims are contradicted by the HOA's official ownership records.

12. Tobin's August 27, 2008 Grant Sale Bargain Deed and March 28, 2017 quit claim deeds have priority over Jimijack's invalid deed.

C. Against Yuen K. Lee/F. Bondurant, LLC that disclaimed interest

13. Yuen K. Lee executed the fraudulent deed alleged conveying title to Jimijack.

14. F. Bondurant LLC title claim that it received its interest from Opportunity Homes LLC, alleged purchaser at the August 15, 2014 HOA sale, are contradicted by HOA ownership records.

15. Thomas Lucas/Opportunity Homes LLC, recorded a Disclaimer of Interest on March 8,

2013.

16. Yuen K. Lee/F. Bondurant LLC filed a Disclaimer of Interest on March 13, 2013 and are not seeking to quiet title in its favor.

D. Against Nationstar and BANA

17. BANA's and Nationstar's mortgage servicing abuses were a proximate cause of the HOA sale that was commercially unreasonable as it was sold for $63,100 to a non- bona fide purchaser without notice to Tobin while there was a $358,800 arms-length offer pending.

18. Nationstar's claim to own the beneficial interest to the deed of trust is provably false.

IV. Tobin deserves summary judgment because the HOA sale was invalid, statutorily non-compliant, and unfair

19. SCA does not claim to have provided Tobin any of the due process delineated in NRS 116.31085.

20. NRS 116.31031, SCA CC&RS 7.4, and SCA bylaws 3.26 and 3.20/3.18 (i) are applicable whenever the SCA Board enforces the governing documents or proposes to impose a sanction against an owner for **any** alleged violation of the governing documents.

21. These provisions delineated the notice and other due process requirements that limit the SCA Board's authority and prohibit the Board's unilateral position of sanctions without the Board following specific steps.

22. SCA disclosure (SCA000635) claims that SCA only issued a "Notice for Hearing and Sanction for Delinquent Account" with a subject line "Suspension of Membership Privileges for Delinquent Account".

23. SCA does not claim to have issued any other required notices related to the alleged violation of delinquent assessments required by these provisions.

24. SCA presented no evidence or argument that there was an exception to these notice requirements when the proposed sanctions for the alleged violation of delinquent assessments were more serious than the suspension of membership privileges.

25. SCA withheld requested records of the compliance actions taken regarding this property on September 16, 2016 to the present, telling Tobin she had to get a court order.

26. The due process requirements articulated in SCA Board policy "Resolution Establishing the Policy and Procedures for Enforcement of the Governing Documents ", adopted on November 11, 2017, updated in August 2018 for clarity, include:

1. **Notice of violation**
    a. Must include notice of what violation allegedly occurred,
    b. what provision of the governing documents was allegedly violated
    c. Identify the provision allegedly violated
    d. Description of the factual basis for the violation
    e. Identify a proposed action to cure the alleged violation
    f. Notice that failure to cure could result in a Notice of Violation Hearing which could result in the imposition of fines, sanctions and/or enforcement actions

2. **Notice of Violation Hearing – must be certified and provide these specific notices**

    a. What rule was allegedly violated
    b. The alleged facts
    c. What the owner can do to correct the violation
    d. How long the owner has to correct to avoid the Board imposing the next enforcement step;
    e. How many days the owner gets to correct the alleged violation
    f. If the owner doesn't fix it, the Board must identify
        a. "any and all fines that may be imposed"
        b. (sanctions) "shall be commensurate with the severity of the violation"
    g. The date, time, and location of the hearing and that the owner may request to reschedule
    h. Covenants Committee, or Board, **shall hold a private hearing** on an alleged violation of the governing documents **unless** the person who may be sanctioned for the alleged violation requests in writing that an open hearing be conducted by the Board of Directors;

3. **Notice of Violation Hearing Procedures**:

    a. Owner gets all the due process required by NRS 116.31085

b. Is entitled to attend all portions of the hearing related to the alleged violation, including, without limitation, the presentation of evidence and the testimony of witnesses;
c. Is entitled to due process, as set forth in the standards adopted by regulation by the Commission, which must include, without limitation, the right to counsel, the right to present witnesses and the right to present information relating to any conflict of interest of any member of the hearing panel;

4. **Notice of Sanction (Hearing Determination Letter)**: by certified mail, within 5 days, to property and owner address of record and must include these notices
   a. What was decided at the hearing;
   b. what **enforcement actions** will be imposed
   c. how much time the owner has appeal and how to do it
   d. any enforcement action will be suspended during appeal

5. **Notice of Appeal hearing procedures**

6. **Appeal Hearing Determination Letter**

27. SCA disclosures and pleadings do not claim or show evidence that SCA followed these steps or provided Tobin any of this due process when confiscating her property for sale. See exhibit for emails with Jim Long and request for compliance records

28. SCA Board's abdication to RRFS does not relieve the Board's duty to treat homeowner's fairly and to provide all the owner protections in the law when imposing sanctions for alleged violations.

29. SCA bylaws 3.20/3.18 (b), adopted pursuant to NRS 116.3106(c), prohibits the delegation of the Board duties to levy and collect assessments. See exhibit

30. SCA did, in fact, over delegate to the point of abdication, or in SCA attorney Ochoa's words, "outsourced", the assessment collection function to RRFS, and to such an extent that SCA retained no control over the funds collected, allowing its agents to be unjustly enriched through abusive collection practices the Board was led to believe were mandatory by law. See emails with Jim Long, former SCA Board member at the time of the sale, emails above.

31. SCA has not claimed that it complied with any of these notice requirements or due process provisions when progressively more serious sanctions, up to, and including foreclosure, were proposed, and imposed, against Tobin for the alleged violation of the delinquent assessments.

32. SCA merely claimed that RRFS told the Board that RRFS had complied with all the legal requirements, and the Board believed RRFS without hearing from the owner.

33. The SCA Board acted according to RRFS's direction and, as instructed, kept all its actions confidential, i.e., secret, even from the accused and sanctioned homeowner.

34. SCA did not claim that it complied with **all** the specific statutes required for a valid foreclosure, it merely cherry-picked certain notices that were allegedly given and ignored the identified violations.

35. The Ombudsman's official record of SCA's Lien date, Notice of Default, Notice of Sale and Resolution, reports that the following specific actions or omissions were in violation of the NRS 116.31162-NRS 116.31164 Notice of Sale process. See exhibit for Ombudsman compliance screen

a. The 2/12/14 Notice of Sale was cancelled on 5/15/14.

b. The 5/15/14 Trustee sale was cancelled.

c. There was no notice of sale in effect when the 8/15/14 sale took place.

d. SCA did not provide any notice to the Ombudsman that the sale had occurred.

e. SCA did not submit a foreclosure deed within 30 days after the sale (or ever) as required by NRS 116.31164(3)(b)(2013).

36. SCA does not claim that it provided the schedule of fees, proposed repayment plan or the right to appeal to the Board required by NRS 116.31162 (4), only that an alleged defective

Notice of Intent to Lien, dated September 17, 2012 for which no proof of service and no prior notice of violation were given, should suffice.

37. SCA disclosures confirm that RRFS unilaterally rejected a tender from BANA of $825, nine months of assessments then delinquent, on or about May 9, 2013.

38. RRFS did not credit the Property account with $825 of paid assessments as required by NRS 116A.640(9).

39. RRFS did not inform the Board or Tobin of its unilateral decision to continue the unnecessary and unauthorized accumulation of "fines" misnamed as collection fees.

40. SCA disclosures revealed that, on May 28, 2014, RRFS unilaterally rejected it when Nationstar offered $1,100, an amount equivalent to one year of assessments.

41. SCA disclosures show that RRFS did not inform the SCA Board of an offer in excess of the super-priority amount as coming from Nationstar.

42. RRFS inaccurately characterized it as a request from the owner for a waiver of fees. See exhibit of RRFS-generated and unsigned waiver request, dated June 9, 2014.

43. SCA Board took a "hands-off" approach to RRFS and was not even aware that RRFS failed to distribute any of the $63,100 from the August 15, 2014 sale, except for $2,701.04, credited to SCA as payment in full, in the manner proscribed by NRS 116.31162(3)(c) (2013).

B. Undisputed facts regarding the inadmissibility of Jimijack's claim to ownership

44. The 6/8/15 quit claim deed, recorded on June 9, 2015, is the only recorded claim that Jimijack has of ownership.

45. The quit claim deed, executed by Yuen K. Lee, is void for notary violations as the notary, CluAynne M. Corwin, claimed Thomas Lucas stood before her.

46. There is no entry in the Corwin notary journal that she witnessed Yuen K. Lee's signature

or there was ever a compliant notarial act necessary for the valid conveyance of the property to Jimijack on June 8, 2015.

47. The Resident Transaction Report, Sun City Anthem official record of ownership and payment of assessments and fees for each property, shows that Jimijack took possession of the property on September 25, 2014, and paid a new owner set up fee.

48. The Resident Transaction Report, shows there have only been two owners of the Property, Gordon Hansen and Jimijack.

49. There is no HOA record that Thomas Lucas or Opportunity Homes, LLC, the alleged purchaser at the disputed August 15, 2014, HOA foreclosure sale, was ever an owner of the property. See exhibit for August 22, 2014 foreclosure deed.

50. Thomas Lucas filed and recorded a Disclaimer of Interest in the property.

51. The Resident Transaction Report has no entry that the shows the property was foreclosed on or sold by Sun City Anthem on August 15, 2014.

52. There is no HOA record that Yuen K. Lee or F. Bondurant LLC ever owned the property or paid any fees required when title changes. See Resident Transaction Report

53. On March 13, 2017, a Yuen K. Lee and F. Bondurant LLC recorded a Disclaimer of Interest.

C. Tobin is the only party seeking to quiet title that has a valid deed.

54. Nona Tobin's March 28, 2017 deed has priority over Jimijack's inadmissible June 9, 2015 deed, and all other parties with deeds have disclaimed interest.

55. On August 27, 2008, title to the property was transferred into the Gordon B. Hansen Trust by the Grant, Sale Bargain Deed.

56. On March 28, 2017. Nona Tobin, trustee of the Gordon B. Hansen Trust, recorded a

Disclaimer of Interest of Steve Hansen, leaving her the sole beneficiary of the Gordon B. Hansen Trust.

57. On March 28, 2017 Nona Tobin, trustee of the Gordon B. Hansen Trust, recorded a quit claim deed transferring the interest of the Gordon B. Hansen Trust, dated August 22, 2008, to Nona Tobin, an individual.

D. Title cannot be quieted to Nationstar as it obstructed legitimate sales

58. Nationstar's, and its predecessor BANA's, mortgage servicing abuses including, but not limited to, taking possession without foreclosure, refusing to take title when a deed in lieu was offered without giving Tobin written documentation of the disqualifying cloud to title BANA identified, refusing to disclose the identity of the beneficiary when Tobin requested it, and causing fraudulently executed and notarized claim against title to be recorded.

59. Nationstar's, and its predecessor BANA's, mortgage servicing abuses blocked Tobin's ability to avoid a foreclosure by the HOA.

60. BANA and Nationstar were the proximate cause of the total amount of all assessments, late fees, interest and collection costs demanded by RRFS being paid out of escrow by unreasonably refusing to approve legitimate arms-length sales at fair market value.

61. Nationstar, and its predecessor BANA, resulted in unreasonable rejections of multiple purchase offers from bona fide purchasers in arms-length transactions between August 8, 2012 and August 4, 2014 ranging from $310,000 to $395,000.

62. Nationstar allowed the property to be sold for the commercially unreasonable price of $63,100 to a non-bona fide purchaser without notice to Tobin while an arms-length $358,800 purchase offer was pending.

63. Nationstar's joinder to SCA MSJ unfairly asks the court to declare that the sale

was valid to extinguish all Tobin's property interest despite SCA failing to provide Tobin the due process owed to her, but that the sale could not extinguish the first deed of trust, as if a lender had legal protections against loss of property rights without due process that exceeded the rights of an owner.

D. Title cannot be quieted to Nationstar as its recorded claims to title are false

64. BANA is not making any claim for quiet title as BANA's default order was entered on October 16, 2015.

65. BANA's April 4, 2012, original assignment of the deed of trust, is void as

66. it was executed without authority as the last notice of change of ownership was given to Gordon Hansen on April 16, 2010 that ownership transferred to Wells Fargo resulting from a merger with Wachovia and the April 12, 2012 assignment failed to substitute the trustee as required.

67. The April 12, 2012 instrument was non-compliant with California notary laws as there is no notary record that the assignment was executed or witnessed properly,

68. The alleged assignment was contradicted by **all** BANA's subsequent actions, including the October 30, 2012 notice of standing to foreclose given to the Estate of Gordon Hansen that Wells Fargo was the noteholder.

69. See exhibit for other documentation that BANA did not notify Hansen's estate who the beneficiary was after the false affidavit was recorded on April 12, 2012, when it verbally "closed the file" on Tobin's Deed in Lieu offer, or when servicing, but not ownership, was transferred to Nationstar, effective December 1, 2013.

70. Nationstar NSM0266-7 does not identify the beneficiary when Nationstar became the servicing bank, but it wrongly identifies the First Union National Bank as Trustee. (Note that

per NRS 107.028(2) the beneficiary can't be the trustee to exercise the power of sale.)

71. Nevada's 2011 anti-foreclosure fraud law AB 284, prohibited this type of robo-signing of false affidavits against title.

72. AB 284 (2011) also increased penalties for recording false affidavits by amending NRS 205.372 and NRS 205.395.

73. NSM 167-168 is the first alleged assignment of the DOT, executed by Youda Crain, BANA employee, to servicing bank BANA, recorded on April 12, 2012.

74. There is no notary record of the April 4, 2012 assignment as the notary, Teresa D. Williams, CA notary #1919662, did not turn in her notary journal to San Bernardino County Clerk when her commission expired on 12/31/14, moved, and left no forwarding address.

75. In addition to CA govt code 8206.5 and 8213.5 violations by the notary, BANA could have been guilty of violating NRS 205.372, had BANA relied on this false affidavit, recorded without the required substitution of trustee, to falsely claim BANA was the noteholder or had the authority to foreclose on the deed of trust.

76. Nationstar is knowingly relying on BANA's false April 12, 2012 recorded affidavit and has doubled down with more false affidavits.

77. On September 9, 2014, BANA itself apparently attempted to correct the public record, by recording the assignment of BANA's interest, if any, to Wells Fargo, that left BANA with zero interest in the DOT, effective August 21, 2014, which was perhaps coincidentally, the day before the disputed HOA sale foreclosure deed was recorded.

78. NSM 180-181 is a false affidavit in which Nationstar, acting without authorization as BANA's alleged "attorney-in-fact", assigned BANA's interest to Nationstar, effective on October 23, 2014, recorded on December 1, 2014.

79. Nationstar's bogus affidavit has no power to convey the beneficial interest of the DOT to itself for multiple reasons, including, but not limited to,

a. BANA did not have any interest to convey as its April 4, 2012 assignment was void for notarial violations and violations of AB 284 (2011).

b. The real BANA had recorded on September 9, 2014, that it assigned its interest, if any, to Wells Fargo effective August 21, 2014;

c. There was no valid substitution of named trustee John H. Anderson.

d. Nationstar did not have any power of attorney from BANA in its disclosures.

e. Nationstar disclosed in NSM 404-406 an **unrecorded** rescission of the October 23, 2014 assignment "as though the assignment had never been issued and recorded".

80. NSM 407-408 would probably earn Nationstar a couple of felonies pursuant to NRS 205.395 and NRS 205.372 if Nationstar attempted to rely on this to exercise the power of sale in a foreclosure. It is my opinion that Nationstar's attorneys are duplicitously attempting to get Nationstar quiet title by default in these HOA sale proceedings to evade detection that these are felonious false affidavits.

81. NSM 407-408 is an executed, but as yet unrecorded, corporate assignment of Wells Fargo's beneficial interest in the DOT, if any, to Nationstar, effective February 25, 2019, executed by Nationstar acting without authorization as Wells Fargo's "attorney-in-fact".

82. Fargo's name, place and stead. This limited power of attorney ("Limited Power of Attorney") is given in connection with, and relates solely to that certain Servicing Rights Release and Transfer Agreement dated as of December 28, 2015, between Wells Fargo and Nationstar, under the terms of which Wells Fargo transferred servicing for certain mortgage loans (such loans, the "Loans") to Nationstar. Each

83. The Wells Fargo limited power of attorney disclosed by Nationstar in NSM 270-272 is inapplicable and was executed for a different purpose, to wit

84. The Wells Fargo limited power of attorney disclosed by Nationstar NSM 270-272 was "valid only for a period of six months from April 1, 2016 unless cancelled prior to said date", and was not in effect and would not legitimize either corporate assignment, fraudulently executed on October 23, 2014, and February 25, 2019, by Nationstar as Wells Fargo's "attorney-in-fact".

85. Nationstar did not disclose the recorded Wells Fargo SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE, of the second DOT, executed on March 2, 2015 by Lisa Wilm, Wells Fargo Vice President Loan Documentation.

86. This omission has the effect of concealing from the court a correctly executed, notarized, and recorded reconveyance by Wells Fargo itself that would clearly demonstrates how Nationstar's claims against title are fraudulent.

87. Nationstar's duplicitous disclosures actually prove Nationstar is not the noteholder rather than it is.

88. NSM 258-260 is a COPY of the note which is not admissible proof that Nationstar holds the ORIGINAL note. In fact, absent holding the original note, Nationstar cannot claim it owns the beneficial interest in the deed of trust any more than Tobin could claim that someone owed her money if she held a **copy** of the debtor's I.O.U. to BANA, particularly if that note was endorsed to a third party.

V. Legal Standard

89. See exhibit for the table of authorities that are applicable to Sun City Anthem and which were violated and rendered the HOA sale void.

90. See exhibit for the relevant statutes for validity of instruments in NRS Chapter 111 Estates In Property; Conveyancing and Recording and in NRS Chapter 240 Notaries Public which rendered Jimijack's deed void.

91. See exhibit_____ for the 2011 legislative digest of AB 284 changes to Nevada law that render BANA's false affidavit and Nationstar's subsequent recorded claims to title void.

92. See exhibit ___for an amicus curie from a certified mortgage fraud examiner that describes the forensic examination required to discern mortgage fraud that occurred in the aftermath of the collapse of the mortgage-backed securities market.

VI. Conclusion

93. Tobin deserves that her motion and declaratory relief of regaining title be granted.

    a. SCA did not conduct a valid sale.

    b. SCA unfairly confiscated Tobin's property without providing due process required.

    c. RRFS unlawfully retained the proceeds of the sale, damaged Tobin by refusing to allow her to make a claim for them, and disingenuously disclosed a check for $57,282.32 to the district court that in reality RRFS retained.

    d. Jimjack does not have a valid claim of ownership and was not a bona fide purchaser for value.

    e. Jimijack unjustly profited from collecting rents that should have gone to Tobin for at least 3 ½ years.

    f. Jimijack unjustly profited by not paying any of the costs of the property during time of possession and/or holding title, including property taxes, that were paid by Nationstar.

94. Tobin deserves attorney fees from Nationstar for obstructing the legitimate sale of the property and fraudulently claiming to own the beneficial interest of the note.

95. Tobin deserves attorney fees from RRFS that misinformed the Board about what owners' due process rights are so it could unjustly profit and not from SCA.

96. Tobin, as an SCA homeowner, is damaged by SCA Board failing to enforce the indemnity clause in its undisclosed April 27, 2012 contract with RRFS in **any** of the

litigation or settlements involving RRFS collections and foreclosures which have unfairly cost SCA homeowners hundreds of thousands of dollars and requests an order to that effect.

Red Rock agrees that if any claims or any proceedings are brought against the Association, whether by a governmental agency, private person, or otherwise, due to allegations that Red Rock has acted negligently or acted willfully or violated any law, regulation, order, or ruling, Red Rock shall defend, indemnify, and hold harmless the Association, its members, managers, agents, officers, and employees against any liabilities, loss, damage, or expense, including but not limited to payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, court costs, litigation expenses, and attorney's fees. Red Rock shall be responsible for all costs, including payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, court costs, litigation expenses, and attorney's fees which are the result of actual or alleged conduct of Red Rock.

Dated this ____ day of March 2019.

_____

EXHIBIT 1

EXHIBIT 1

Resident Transaction Report
SUCI Sun City Anthem Community Association
Date: 01/01/2000 - 04/01/2016

Building: 0002 SCA Big Sky
2450 Hampton Rd

Las Vegas, NV 89052

Res ID	Resident Name / Unit Address	Type	Date	Code	Charge Code Desc / Bill Address	Check No	Amount	Balance
0480 01	Gordon B Hansen							
	2763 White Sage Dr				2664 Olivia Heights Ave			
	Henderson, NV 89052				Henderson, NV 89052			
	Current Credit History Code:		CL		Effective Date: 09/30/2014			
							Beg Bal	00.00
		Charge	01/01/2006	QA	Conversion		235.00	235.00
		Pay	02/01/2006		Conversion		-235.00	00.00
		Charge	04/01/2006	QA	Billing		235.00	235.00
		Pay	04/18/2006		Batch Adjustment		-235.00	00.00
		Charge	07/01/2006	QA	Billing		235.00	235.00
		Pay	07/12/2006		Batch Adjustment		-235.00	00.00
		Charge	10/01/2006	QA	Billing		235.00	235.00
		Pay	10/26/2006		Batch Adjustment		-235.00	00.00
		Charge	01/01/2007	QA	Billing		235.00	235.00
		Pay	01/11/2007		Batch Adjustment		-235.00	00.00
		Pay	03/08/2007		Batch Adjustment		-235.00	-235.00
		Charge	04/01/2007	QA	Billing		235.00	00.00
		Pay	06/08/2007		Batch Adjustment		-235.00	-235.00
		Charge	07/01/2007	QA	Billing		235.00	00.00
		Charge	10/01/2007	SQA	Sun City Anthem Quarter		235.00	235.00
		Pay	10/11/2007		Receipt Processing	1873	-235.00	00.00
		Charge	01/01/2008	SQA	Sun City Anthem Quarter		275.00	275.00
		Pay	01/11/2008		Receipt Processing	6761	-275.00	00.00
		Charge	03/01/2008	SPA	Fence Painting		81.32	81.32
		Credit	03/01/2008	SPA	Reverse Fence Painting		-81.32	00.00
		Charge	04/01/2008	SQA	Sun City Anthem QT Assm		275.00	275.00
		Pay	04/08/2008		Receipt Processing	3313	-275.00	00.00
		Charge	06/01/2008	RPR	Fence Painting		81.32	81.32
		Pay	06/25/2008		Receipt Processing	2044	-81.32	00.00
		Charge	07/01/2008	SQA	Sun City Anthem QT Assm		275.00	275.00
		Pay	07/11/2008		Receipt Processing	6578	-275.00	00.00
		Pay	09/25/2008		Lockbox Payment	02057	-175.00	-175.00
		Charge	10/01/2008	SQA	Sun City Anthem QT Assm		175.00	00.00
		Pay	12/31/2008		Lockbox Payment	02074	-240.00	-240.00
		Charge	01/01/2009	SQA	Sun City Anthem QT Assm		240.00	00.00
		Charge	04/01/2009	SQA	Sun City Anthem QT Assm		240.00	240.00
		Pay	04/07/2009		Lockbox Payment	02090	-240.00	00.00
		Charge	07/01/2009	SQA	Sun City Anthem QT Assm		240.00	240.00
		Pay	07/13/2009		Lockbox Payment	23791	-240.00	00.00
		Pay	10/09/2009		Lockbox Payment	97004	-240.00	-240.00
		Charge	01/01/2010	SQA	Sun City Anthem QT Assm		240.00	00.00
		Pay	01/25/2010		Lockbox Payment	10803	-240.00	-240.00
		Charge	04/01/2010	SQA	Sun City Anthem QT Assm		240.00	00.00
		Charge	07/01/2010	SQA	Sun City Anthem QT Assm		240.00	240.00
		Charge	07/30/2010	LF	Late Fees		25.00	265.00
		Pay	08/16/2010		Lockbox Payment	63164	-265.00	00.00
		Pay	10/07/2010		Lockbox Payment	98965	-240.00	-240.00
		Charge	01/01/2011	SQA	Sun City Anthem QT Assm		250.00	10.00
		Pay	02/18/2011		Lockbox Payment	84899	-10.00	00.00
		Charge	04/01/2011	SQA	Sun City Anthem QT Assm		250.00	250.00

AA 001705

TOBIN000110

Resident Transaction Report
SUCI Sun City Anthem Community Association
Date: 01/01/2000 - 04/01/2016

Building: 0002 SCA Big Sky
2450 Hampton Rd

Las Vegas, NV 89052

Res ID / Unit Address	Resident Name	Type	Date	Code	Charge Code Desc / Bill Address	Check No	Amount	Balance
0480 01	Gordon B Hansen							
	2763 White Sage Dr				2664 Olivia Heights Ave			
	Henderson, NV 89052				Henderson, NV 89052			
	Current Credit History Code:		CL		Effective Date: 09/30/2014			
		Charge	04/30/2011	LF	Late Fees		25.00	275.00
		Pay	05/20/2011		Lockbox Payment	02215	-275.00	00.00
		Charge	07/01/2011	SQA	Sun City Anthem QT Assm		250.00	250.00
		Charge	07/30/2011	LF	Late Fees		25.00	275.00
		Pay	08/18/2011		Lockbox Payment	02227	-275.00	00.00
		Charge	10/01/2011	SQA	Sun City Anthem QT Assm		250.00	250.00
		Pay	10/11/2011		Lockbox Payment	52791	-240.00	10.00
		Pay	11/22/2011		Lockbox Payment	61105	-10.00	00.00
		Charge	01/01/2012	SQA	Sun City Anthem QT Assm		275.00	275.00
		Charge	01/30/2012	LF	Late Fees		25.00	300.00
		Pay	02/21/2012		Lockbox Payment	00112	-300.00	00.00
		Charge	04/01/2012	SQA	Sun City Anthem QT Assm		275.00	275.00
		Pay	04/26/2012		Receipt Processing	127	-275.00	00.00
		Charge	07/01/2012	SQA	Sun City Anthem QT Assm		275.00	275.00
		Charge	07/31/2012	LF	Late Fees		25.00	300.00
		Charge	08/31/2012	LF	Late Fees		25.00	325.00
		Charge	09/30/2012	INT	Interest		01.21	326.21
		Charge	09/30/2012	LF	Late Fees		25.00	351.21
		Charge	10/01/2012	SQA	Sun City Anthem QT Assm		275.00	626.21
		Charge	10/31/2012	LF	Late Fees		25.00	651.21
		Pay	11/09/2012		Collection Payment Part	110612	-300.00	351.21
		Charge	11/30/2012	LF	Late Fees		25.00	376.21
		Charge	12/31/2012	INT	Interest		01.10	377.31
		Charge	12/31/2012	LF	Late Fees		25.00	402.31
		Charge	01/01/2013	SQA	Sun City Anthem QT Assm		275.00	677.31
		Charge	01/31/2013	LF	Late Fees		25.00	702.31
		Charge	03/02/2013	LF	Late Fees		25.00	727.31
		Credit	03/02/2013	LF	Sun City Anthem QT Assm		-25.00	702.31
		Charge	03/31/2013	INT	Interest		02.31	704.62
		Charge	03/31/2013	LF	Late Fees		25.00	729.62
		Charge	04/01/2013	SQA	Sun City Anthem QT Assm		275.00	1,004.62
		Charge	04/02/2013	LF	Late Fees		25.00	1,029.62
		Credit	04/02/2013	LF	Rev 04/02/13 LF		-25.00	1,004.62
		Charge	05/01/2013	LF	Late Fees		25.00	1,029.62
		Charge	05/31/2013	LF	Late Fees		25.00	1,054.62
		Charge	06/30/2013	INT	Interest		03.52	1,058.14
		Charge	06/30/2013	LF	Late Fees		25.00	1,083.14
		Charge	07/01/2013	SQA	Sun City Anthem QT Assm		275.00	1,358.14
		Charge	07/31/2013	LF	Late Fees		25.00	1,383.14
		Charge	08/31/2013	LF	Late Fees		25.00	1,408.14
		Charge	09/30/2013	INT	Interest		04.73	1,412.87
		Charge	09/30/2013	LF	Late Fees		25.00	1,437.87
		Charge	10/01/2013	SQA	Sun City Anthem QT Assm		275.00	1,712.87
		Charge	10/31/2013	LF	Late Fees		25.00	1,737.87
		Charge	11/30/2013	LF	Late Fees		25.00	1,762.87
		Charge	12/31/2013	INT	Interest		05.94	1,768.81

Resident Transaction Report
SUCI Sun City Anthem Community Association
Date: 01/01/2000 - 04/01/2016

Building: 0002 SCA Big Sky
2450 Hampton Rd

Las Vegas, NV 89052

Res ID	Resident Name / Unit Address	Type	Date	Code	Charge Code Desc / Bill Address	Check No	Amount	Balance
0480 01	Gordon B Hansen							
	2763 White Sage Dr				2664 Olivia Heights Ave			
	Henderson, NV 89052				Henderson, NV 89052			
	Current Credit History Code:		CL		Effective Date: 09/30/2014			
		Charge	12/31/2013	LF	Late Fees		25.00	1,793.81
		Credit	12/31/2013	LF	Reverse LF		-25.00	1,768.81
		Charge	01/01/2014	SQA	Sun City Anthem QT Assm		275.00	2,043.81
		Charge	01/30/2014	LF	Late Fees		25.00	2,068.81
		Charge	03/30/2014	INT	Interest		07.15	2,075.96
		Charge	04/01/2014	SQA	Sun City Anthem QT Assm		275.00	2,350.96
		Charge	04/30/2014	LF	Late Fees		25.00	2,375.96
		Charge	05/30/2014	INT	Interest		08.36	2,384.32
		Charge	06/30/2014	INT	Interest		08.36	2,392.68
		Charge	07/01/2014	SQA	Sun City Anthem QT Assm		275.00	2,667.68
		Charge	07/30/2014	LF	Late Fees		25.00	2,692.68
		Charge	08/27/2014	INT	RRFS INT 7/14		08.36	2,701.04
		Pay	08/27/2014		Collection Payment PIF	082114	-2,701.04	00.00
		Charge	08/29/2014	FINE	Landscape Maint.		25.00	25.00
		Charge	08/30/2014	INT	Interest		09.57	34.57
		Credit	08/30/2014	INT	REV 08/14 INT		-09.57	25.00
		Charge	09/05/2014	FINE	Landscape Maint		25.00	50.00
		Charge	09/12/2014	FINE	Landscape Maint		25.00	75.00
		Charge	09/23/2014	FINE	Landscape Maint. 9.19.1		25.00	100.00
		Credit	09/25/2014	FINE	Trsfr 8/29 - 9/23/14 FI		-25.00	75.00
		Credit	09/25/2014	FINE	Trsfr 8/29 - 9/23/14 FI		-25.00	50.00
		Credit	09/25/2014	FINE	Trsfr 8/29 - 9/23/14 FI		-25.00	25.00
		Credit	09/25/2014	FINE	Trsfr 8/29 - 9/23/14 FI		-25.00	00.00
							Res Balance	00.00

AA 001707

TOBIN000112

Resident Transaction Report
SUCI Sun City Anthem Community Association
Date: 01/01/2000 - 04/01/2016

Building: 0002 SCA Big Sky
2450 Hampton Rd

Las Vegas, NV 89052

Res ID	Resident Name / Unit Address	Type	Date	Code	Charge Code Desc / Bill Address	Check No	Amount	Balance
0480 02	Jimijack Irr Tr							
	2763 White Sage Dr				5 Summit Walk Trail			
	Henderson, NV 89052				Henderson, NV 89052			
	Current Credit History Code:		RM		Effective Date: 02/05/2016			
							Beg Bal	00.00
		Charge	09/25/2014	ASFR	Account Setup Fee Resal		225.00	225.00
		Charge	09/25/2014	FINE	8/29 - 9/23/14 FINES		100.00	325.00
		Charge	10/01/2014	SQA	Sun City Anthem QT Assm		275.00	600.00
		Pay	10/21/2014		Lockbox Payment	02235	-275.00	325.00
		Credit	11/06/2014	FINE	posted in error		-100.00	225.00
		Pay	11/24/2014		Lockbox Payment	02245	-225.00	00.00
		Charge	01/01/2015	SQA	Sun City Anthem QT Assm		275.00	275.00
		Pay	01/26/2015		Lockbox Payment	02260	-275.00	00.00
		Charge	04/01/2015	SQA	Sun City Anthem QT Assm		275.00	275.00
		Pay	04/20/2015		Lockbox Payment	02287	-275.00	00.00
		Charge	07/01/2015	SQA	Sun City Anthem QT Assm		275.00	275.00
		Charge	07/30/2015	LF	Late Fees		25.00	300.00
		Charge	09/03/2015	LPC	PreCollections - Initia		50.00	350.00
		Pay	09/22/2015		Lockbox Payment	00137	-350.00	00.00
		Charge	10/01/2015	SQA	Sun City Anthem QT Assm		275.00	275.00
		Charge	10/30/2015	LF	Late Fees		25.00	300.00
		Charge	12/02/2015	LPC	PreCollections - Initia		50.00	350.00
		Pay	12/10/2015		Receipt Processing	119	-350.00	00.00
		Charge	01/01/2016	SQA	Sun City Anthem QT Assm		275.00	275.00
		Charge	01/30/2016	LF	Late Fees		25.00	300.00
		Pay	02/24/2016		Lockbox Payment	00172	-300.00	00.00
							Res Balance	00.00

AA 001708

TOBIN000113

Anthem
SUN CITY

Sun City Anthem Community Association, Inc.

2450 Hampton Rd.
Henderson, NV 89052

Jimijack Irr Tr
Joel Stokes Trs
5 Summit Walk Trail
Henderson, NV 89052

Property Address: 2763 White Sage Dr
Account #: 16962

Code	Date	Amount	Balance	Check#	Memo
Sun City Anthem Assessment	4/1/2016	275.00	275.00		Sun City Anthem Assessment
Payment	4/21/2016	-275.00	0.00	195	AAFSLB-042116.txt
Payment	5/6/2016	-275.00	-275.00	143	AAFSLB-050616.txt

Current	30 - 59 Days	60 - 89 Days	>90 Days	Balance:	-275.00
-275.00	0.00	0.00	0.00		

EXHIBIT 2

EXHIBIT 2

41

Inst #: 20170328-0001452
Fees: $19.00 N/C Fee: $0.00
RPTT: $0.00 Ex: #007
03/28/2017 11:51:02 AM
Receipt #: 3042834
Requestor:
NONA TOBIN
Recorded By: MAYSM Pgs: 4
DEBBIE CONWAY
CLARK COUNTY RECORDER

Assessor's Parcel Number:
191-13-811-052

Prepared By:
NONA TOBIN
2664 Olivia Heights Ave
Henderson, Nevada 89052

After Recording Return To:
NONA TOBIN
2664 Olivia Heights Ave.
Henderson, Nevada 89052

SPACE ABOVE THIS LINE FOR RECORDER'S USE

QUITCLAIM DEED

On March 27, 2017 THE GRANTOR(S),

- Gordon B. Hansen Trust, dated August 22, 2008, as amended August 10, 2011, Nona Tobin, Trustee,

for and in consideration of: $0.00 and/or other good and valuable consideration conveys, releases and quitclaims to the GRANTEE(S):

- Nona Tobin, an Individual, a single person, residing at 2664 Olivia Heights Ave, Henderson, Nevada County, Nevada 89052

the following described real estate, situated in HENDERSON, in the County of Clark, State of Nevada:

Legal Description: was obtained from the Clark County Recorder's Office.

SUN CITY ANTHEM UNIT #19 PHASE 2 PLAT BOOK 102 PAGE 80 LOT 85 BLOCK 4

Grantor does hereby convey, release and quitclaim all of the Grantor's rights, title, and interest in and to the above described property and premises to the Grantee(s), and to the Grantee(s) heirs and assigns forever, so that neither Grantor(s) nor Grantor's heirs, legal representatives or assigns shall have, claim or demand any right or title to the property, premises, or appurtenances,

or any part thereof.

Close of the trust and assign interest to the sole beneficiary.

Mail Tax Statements To:
NONA TOBIN
2664 Olivia Heights Ave
Henderson, Nevada 89052

(SIGNATURE PAGE FOLLOWS]

Grantor Signatures:

DATED: 3/27/17

Nona Tobin, Trustee

Nona Tobin, Trustee on behalf of Gordon B. Hansen Trust, dated August 22, 2008, as amended August 10, 2011

STATE OF NEVADA, COUNTY OF CLARK, ss:

This instrument was acknowledged before me on this 27th day of March, 2017 by Nona Tobin on behalf of Gordon B. Hansen Trust, dated August 22, 2008, as amended August 10, 2011.

ULYSSES MEZA
Notary Public - State of Nevada
County of Clark
APPT. NO. 15-3061-1
My App. Expires Aug. 31, 2019

Notary Public Ulysses Meza

Notary Public
Title (and Rank)

My commission expires 08-31-2019

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s)
   a. 191-13-811-052
   b.
   c.
   d.
2. Type of Property:
   a. ☐ Vacant Land b. ☒ Single Fam. Res.
   c. ☐ Condo/Twnhse d. ☐ 2-4 Plex
   e. ☐ Apt. Bldg f. ☐ Comm'l/Ind'l
   g. ☐ Agricultural h. ☐ Mobile Home
   ☐ Other

FOR RECORDERS OPTIONAL USE ONLY
Book_____ Page:_____
Date of Recording: _____
Notes:

3.a. Total Value/Sales Price of Property $
   b. Deed in Lieu of Foreclosure Only (value of property( )
   c. Transfer Tax Value: $
   d. Real Property Transfer Tax Due $ — 0 —

4. **If Exemption Claimed:**
   a. Transfer Tax Exemption per NRS 375.090, Section 7
   b. Explain Reason for Exemption: out of trust, close trust without consideration
5. Partial Interest: Percentage being transferred: ____ %

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

Signature Nona Tobin Capacity: Trustee

Signature Nona Tobin Capacity:

SELLER (GRANTOR) INFORMATION (REQUIRED)

Gordon B. Hansen & Associates by
Print Name: NONA TOBIN, Trustee
Address: 2664 Olivia Heights
City: Henderson
State: NV Zip: 89052

BUYER (GRANTEE) INFORMATION (REQUIRED)

Print Name: NONA TOBIN
Address: 2664 Olivia Heights
City: Henderson
State: NV Zip: 89052

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

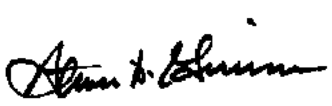
Print Name: Escrow #
Address:
City: State: Zip:

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

EXHIBIT 3

EXHIBIT 3

Electronically Filed
03/13/2017 02:20:03 PM



CLERK OF THE COURT

ORIGINAL

DISI
JOSEPH Y. HONG, ESQ.
Nevada Bar No. 5995
HONG & HONG, A PROFESSIONAL LAW CORPORATION
10781 W. Twain Ave.
Las Vegas, Nevada 89135
Tel: (702) 870-1777
Fax: (702) 870-0500
Email: Yosuphonglaw@gmail.com

Attorney for Plaintiff/Counterdefendant

DISTRICT COURT

CLARK COUNTY, NEVADA

JOEL A. STOKES and SANDRA F. STOKES, as trustees of the JIMIJACK IRREVOCABLE TRUST, Plaintiff, vs. BANK OF AMERICA, N.A., et al., Defendants. And related Claims.	CASE NO. A720032 DEPT. NO. XXXI DISCLAIMER OF INTEREST

PLEASE TAKE NOTICE that YUEN K. LEE and F. BONDURANT, LLC. do not hold any interest in real property commonly known as 2763 White Sage Drive, Henderson, Nevada 89052, APN 191-13-811-052 (hereinafter "Subject Property"); therefore, they disclaim any interest in the Subject Property.

DATED this 13th day of March, 2017.

JOSEPH Y. HONG, ESQ.
Nevada Bar No. 5995
10781 W. Twain Ave.
Las Vegas, Nevada 89135
Attorney for Yuen K. Lee and
F. Bondurant, LLC.

CERTIFICATE OF ELECTRONIC SERVICE

Pursuant to NRCP 5(a), I certify that I am an employee of Joseph Y. Hong, Esq., and that on this 13th day of March, 2017, I served a true and correct copy of the foregoing **DISCLAIMER OF INTEREST** by electronic transmission through the Eighth Judicial District Court EFP system pursuant to NEFR 9 to counsel of record, as follows:

Leach Johnson Song & Gruchow

Contact	Email
Patty Gutierrez	pgutierrez@leachjohnson.com
Terri Hansen	thansen@leachjohnson.com

Leach Johnson Song Gruchow

Contact	Email
Robin Callaway	rcallaway@leachjohnson.com

Leach Johnson Song Gruchow

Contact	Email
Ryan Reed	rreed@leachjohnson.com
Sean Anderson	sanderson@leachjohnson.com

Lipson, Neilson, Cole, Seltzer & Garin, P.C.

Contact	Email
Darnell Lynch	dlynch@lipsonneilson.com
David Ochoa	dochoa@lipsonneilson.com
Kaleb Anderson	kanderson@lipsonneilson.com
Renee Rittenhouse	rrittenhouse@lipsonneilson.com
Susana Nutt	snutt@lipsonneilson.com

Pro Se

Contact	Email
Nona Tobin	nonatobin@gmail.com

The Medrala Law Firm, PLLC

Contact	Email
Jakub P Medrala	jmedrala@medralaw.com
Office	admin@medralaw.com
Shuchi Patel	spatel@medralaw.com

Wright, Finlay & Zak, LLP

Contact	Email
Jason Craig	jcraig@wrightlegal.net
Michael Kelley	mkelley@wrightlegal.net
NVEfile	nvefile@wrightlegal.net

By _____
An employee of Joseph Y. Hong, Esq.

IAFD
JOSEPH Y. HONG, ESQ.
State Bar No. 005995
HONG & HONG
A Professional Law Corporation
10781 West Twain Avenue
Las Vegas, Nevada 89135
Telephone: (702) 870-1777
Facsimile No.: (702) 870-0500
Email Address: yosuphonglaw@gmail.com
Attorney for Counter Defendant and Cross Defendant
F. BONDURANT, LLC and YUEN K. LEE

DISTRICT COURT

CLARK COUNTY, NEVADA

JOEL A. STOKES and SANDRA F. STOKES, as trustees of the JIMIJACK IRREVOCABLE TRUST, Plaintiff, vs. BANK OF AMERICA, N.A., et al., Defendants. And related Claims.	)	CASE NO. : A720032 DEPT. NO. : XXXI **INITIAL APPEARANCE FEE DISCLOSURE**

Pursuant to NRS Chapter 19, as amended by Senate Bill 106, filing fees are submitted for the parties appearing in the above-entitled action as indicated below:

///

///

///

///

///

HONG & HONG
A Professional Law Corporation
10781 West Twain Avenue
Las Vegas, Nevada 89135
(702) 870-1777

F. BONDURANT, LLC, Counter Defendant	$223.00
YUEN K. LEE, Cross Defendant	$ 30.00
TOTAL REMITTED:	**$253.00**

DATED this 13th day of March, 2017.

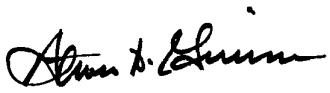
HONG & HONG
A Professional Law Corporation

JOSEPH Y. HONG, ESQ.
State Bar No. 005995
10781 West Twain Avenue
Las Vegas, Nevada 89135
Attorney for Counter Defendant and
Cross Defendant
F. BONDURANT, LLC and YUEN K. LEE

EXHIBIT 4

EXHIBIT 4

Electronically Filed
03/08/2017 07:58:36 PM



CLERK OF THE COURT

DISI
JAKUB P. MEDRALA, ESQ.
Nevada Bar No. 12822
THE MEDRALA LAW FIRM, PROF. LLC
1091 S. Cimarron Road, Suite A-1
Las Vegas, Nevada 89145
(702) 475-8884
(702) 938-8625 Facsimile
jmedrala@medralaw.com
Attorney for Thomas Lucas and Opportunity Homes, LLC

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

JOEL A. STOKES and SANDRA F. STOKES, as Trustees of the JIMIJACK IRREVOCABLE TRUST, Plaintiffs, vs. BANK OF AMERICA, N.A.; SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC.; DOES I Through X, and ROES 1 Through 10, Inclusive, Defendants.	CASE NO.: A-15-720032-C DEPT. NO.: XXXI **DISCLAIMER OF INTEREST**
NATIONSTAR MORTGAGE, LLC, Counterclaimant, vs. JIMIJACK IRREVOCABLE TRUST; OPPORTUNITY HOMES, LLC, a Nevada Limited Liability Company; F. BONDURANT, LLC, a Nevada Limited Liability Company; DOES I Through X, and ROES XI Through XX, Inclusive, Counterdefendants,	
NONA TOBIN, an Individual and Trustee of the GORDON B. HANSEN TRUST, dated 8/22/25, Crossclaimant, vs. THOMAS LUCAS, and SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC.; DOES I Through X, and ROES I Through X, Inclusive, Crossdefendants.	

PLEASE TAKE NOTICE that THOMAS LUCAS and OPPORTUNITY HOMES, LLC do not hold any interest in real property commonly known as 2763 White Sage Drive, Henderson, NV 89052, APN 191-13-811-052 ("the Property"); therefore, they disclaim any interest in the Property.

DATED this 8th day of March, 2017.

Respectfully Submitted by:
The Medrala Law FIRM, Prof. LLC

/s/ Jakub P. Medrala

JAKUB P. MEDRALA, ESQ.
Nevada Bar No. 12822
1091 S. Cimarron Road, Suite A-1
Las Vegas, Nevada 89145
jmedrala@medralaw.com
Attorney for Thomas Lucas and Opportunity Homes, LLC

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that on March 8, 2017, I served a true and correct copy of the foregoing DISCLAIMER OF INTEREST via the E-Service Master List for the above-referenced matter in the Eighth Judicial District Court's e-filing system in accordance with the electronic service requirements of Administrative Order 14-2 and the Nevada Electronic Filing and Conversion Rules, and, if necessary, by depositing a copy of the same into the U.S. Postal Service at Las Vegas, Nevada, prepaid first-class postage affixed thereto, addressed to the following:

Edgar C. Smith, Esq.
esmith@wrightlegal.net
WRIGHT, FINLAY & ZAK, LLP
7785 W. Sahara Ave., Suite 200
Las Vegas, Nevada 89117
Attorney for Nationstar Mortgage, LLC

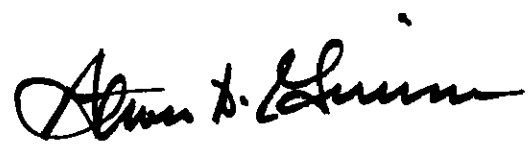
Nona Tobin
2664 Olivia Heights Avenue
Henderson, Nevada 89052
nonatobin@gmail.com

/s/ Jakub P. Medrala
By: .....
An employee of
The Medrala Law Firm, PLLC

EXHIBIT 5

EXHIBIT 5

Electronically Filed
03/28/2017 04:51:56 PM



CLERK OF THE COURT

DISI
NONA TOBIN, Trustee
Gordon B. Hansen Trust, Dated 8/22/08
2664 Olivia Heights Avenue
Henderson NV 89052
Phone: (702) 465-2199
nonatobin@gmail.com
Defendant-in-Intervention/Cross-Claimant,
In Proper Person

DISTRICT COURT
CLARK COUNTY, NEVADA

JOEL A. STOKES and SANDRA F. STOKES, as trustees of the JIMIJACK IRREVOCABLE TRUST, Plaintiffs, vs. BANK OF AMERICA, N.A.; SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC.; DOES 1 through X and ROE BUSINESS ENTITIES 1 through 10, inclusive, Defendants.	Case No.: A-15-720032-C Dept. No.: XXXI **DISCLAIMER OF INTEREST**
NATIONSTAR MORTGAGE, LLC, Counter-Claimant, Vs. JIMIJACK IRREVOCABLE TRUST; OPPORTUNITY HOMES, LLC, a Nevada limited liability company; F. BONDURANT, LLC, a Nevada limited liability company; DOES I through X, inclusive; and ROE CORPORATIONS XI THROUGH XX, inclusive, Counter-Defendants NONA TOBIN, an individual, Trustee of the	

GORDON B. HANSEN TRUST, dated 8/22/08

Cross-Claimant,

vs.

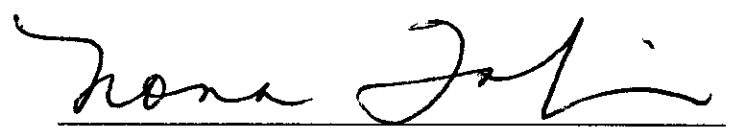
SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC., DOES 1-10, and ROE CORPORATIONS 1-10, inclusive,

Cross-Defendants.

PLEASE TAKE NOTICE that Steve Hansen does not hold any interest in real property commonly known as 2763 White Sage Drive, Henderson, NV 89052, APN 191-13-811-052 ("the Property"); therefore, he disclaims any interest in the Property.

Exhibit 1 includes the declaration of Steve Hansen. Per NRS 53.045, this unsworn declaration is being submitted in lieu of a sworn affidavit as it is a declaration made under penalty of perjury under the law of the State of Nevada.

Dated this 28th day of March, 2017.



NONA TOBIN, Trustee
Gordon B. Hansen Trust, Dated 8/22/08
2664 Olivia Heights Avenue
Henderson NV 89052
Phone: (702) 465-2199
nonatobin@gmail.com
Defendant-in-Intervention, Cross-Claimant
In Proper Person

//

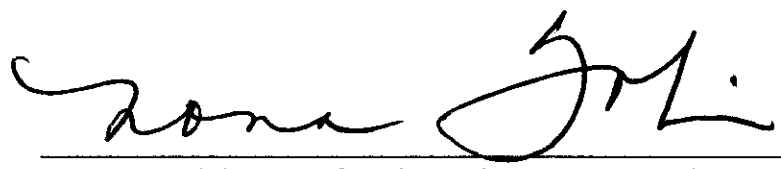
//

//

//

CERTIFICATE OF SERVICE

I, Nona Tobin, hereby certify that on this 28th day of March, 2017, I served copies of the foregoing Disclaimer of Interest on all parties in the Wiznet electronic service notification system.



Nona Tobin, Defendant-in-Intervention,
Cross-Claimant, In Proper Person

EXHIBIT 1

EXHIBIT 1

State of California

County of Kern

Declaration of Steve Hansen

My full name is Steven Eric Hansen. I am the son of the late Gordon B. Hansen, Trustor of the Gordon B. Hansen Trust, dated August 22, 2008, as amended once on August 10, 2011.

The Gordon B. Hansen Trust was the owner of a residence at 2763 White Sage Drive, Henderson, NV 89052, APN 191-13-811-052, from August 27, 2008, and when my father died on January 14, 2012, and when there was a foreclosure sale on August 15, 2014.

I declare that I have no interest in this White Sage property and no responsibility for any debts or expenses related to it. Further, I no longer claim any interest in, nor expect any benefit from, the Gordon B. Hansen Trust as all assets due to me have already been distributed and received by me.

Per NRS 53.045, this unsworn declaration is being submitted in lieu of a sworn affidavit. I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

DATED this 27th day of March, 2017

Steve Hansen
21417 Quail Springs Rd.
Tehachapi, CA 93561
(661) 513-6616

EXHIBIT 6

EXHIBIT 6

Inst #: 20150609-0001545
Fees: $18.00 N/C Fee: $0.00
RPTT: $1377.00 Ex: #
06/09/2015 01:06:29 PM
Receipt #: 2452518
Requestor:
ROBERT GOLDSMITH
Recorded By: ARO Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER

APN: 191-13-811-052
Recording requested by and mail documents and tax statements to:

(3)-1

Name: Joel A. Stokes and Sandra F. Stokes
Address: 5 Summit Walk Trail
City/State/Zip: Henderson, NV 89052

QUITCLAIM DEED

THIS QUITCLAIM DEED, Executed this 8th day of June 2015, by F. Bondurant, LLC. (hereinafter "Grantor(s)"), whose address is 10781 West Twain Avenue, Las Vegas, NV 89135, to Joel A. Stokes and Sandra F. Stokes, as Trustees of the Jimijack Irrevocable Trust (hereinafter "Grantee(s)"), whose address is 5 Summit Walk Trail, Henderson, Nevada 89052.

WITNESSETH, That the said Grantor, for good consideration and for the sum of One Dollar USD ($1.00) paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the said Grantees forever, all the right, title, interest and claim which the said Grantor has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of Clark, State of Nevada, to wit:

Commonly known as:

2763 White Sage Drive, Henderson, Nevada 89052

More particularly described as:

APN: 191-13-811-052

Lot Eighty-Five (85) in Block 4, of SUN CITY ANTHEM UNIT #19 PHASE 2, as shown by map thereof on file in Book 102 of Plats, Page 80, in the Office of the County Recorder of Clark County, Nevada.

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

Grantor Yeun Lee Manager

State of Nevada)
) ss
County of Clark)

On this 8th day of June, 2015, before me, Clu Ayne M. Corwin, a notary public in and for the County of Clark, State of Nevada, did personally appear before me the person of Thomas Lucas, Manager of Opportunity Homes LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this Quitclaim Deed; and, acknowledged to me that he executed the same in his capacity, and that by his signature on this instrument did execute the same.

NOTARY PUBLIC
CLUAYNNE M. CORWIN
STATE OF NEVADA - COUNTY OF CLARK
MY APPOINTMENT EXP. APRIL 12, 2016
No: 04-08240-1

WITNESS my hand and official seal.

Signature: Clu Ayne M. Corwin

No 04-08240-1
April 12, 2016

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s)
   a. 191-13-811-052
   b.
   c.
   d.
2. Type of Property:
   a. [ ] Vacant Land b. [X] Single Fam. Res.
   c. [ ] Condo/Twnhse d. [ ] 2-4 Plex
   e. [ ] Apt. Bldg f. [ ] Comm'l/Ind'l
   g. [ ] Agricultural h. [ ] Mobile Home
   [ ] Other

FOR RECORDERS OPTIONAL USE ONLY
Book _____ Page: _____
Date of Recording: _____
Notes:

3.a. Total Value/Sales Price of Property $ 270,000
   b. Deed in Lieu of Foreclosure Only (value of property ( )
   c. Transfer Tax Value: $
   d. Real Property Transfer Tax Due $ 1377.00

4. **If Exemption Claimed:**
   a. Transfer Tax Exemption per NRS 375.090, Section _____
   b. Explain Reason for Exemption:

5. Partial Interest: Percentage being transferred: 100 %

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

Signature [signature] Capacity: Manager

Signature _____ Capacity: _____

SELLER (GRANTOR) INFORMATION (REQUIRED)

Print Name: F. Bondurant LLC
Address: 10781 W. Twain
City: Las Vegas
State: Nevada Zip: 89135

BUYER (GRANTEE) INFORMATION (REQUIRED)

Print Name: Joel A Stokes and Sandra Stokes Jimijack Irrevocable Trust
Address: 5 Summit Walk Trail
City: Henderson
State: Nevada Zip: 89052

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

Print Name: Robert Goldsmith
Address: 446 Beautiful Hill
City: Las Vegas

Escrow #
State: Nevada Zip: 89138

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

EXHIBIT 7

EXHIBIT 7

Inst #: 20150609-0001537
Fees: $18.00 N/C Fee: $0.00
RPTT: $1377.00 Ex: #
06/09/2015 12:58:36 PM
Receipt #: 2452509
Requestor:
ROBERT GOLDSMITH
Recorded By: ARO Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER

APN: 191-13-811-052
Recording requested by and mail documents and tax statements to:

(3)

Name: F. Bondurant, LLC.
Address: 10781 West Twain Avenue
City/State/Zip: Las Vegas, NV 89135

QUITCLAIM DEED

THIS QUITCLAIM DEED, Executed this 4th day of June 2015, by Opportunity Homes LLC (hereinafter "Grantor(s)"), whose address is 2657 Windmill Parkway, Suite 145, Henderson, Nevada 89074, to F. Bondurant, LLC. (hereinafter "Grantee(s)"), whose address is 10781 West Twain Avenue, Las Vegas, Nevada 89135.

WITNESSETH, That the said Grantor, for good consideration and for the sum of One Dollar USD ($1.00) paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the said Grantees forever, all the right, title, interest and claim which the said Grantor has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of Clark, State of Nevada, to wit:

Commonly known as:

2763 White Sage Drive, Henderson, Nevada 89052

More particularly described as:

APN: 191-13-811-052

Lot Eighty-Five (85) in Block 4, of SUN CITY ANTHEM UNIT #19 PHASE 2, as shown by map thereof on file in Book 102 of Plats, Page 80, in the Office of the County Recorder of Clark County, Nevada.

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

Thomas Lucas

Grantor

Thomas Lucas, Manager
Opportunity Homes LLC

State of Nevada)
) ss
County of Clark)

On this 4th day of June, 2015, before me, Debra L. Batesel, a notary public in and for the County of Clark, State of Nevada, did personally appear before me the person of Thomas Lucas, Manager of Opportunity Homes LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this Quitclaim Deed; and, acknowledged to me that he executed the same in his capacity, and that by his signature on this instrument did execute the same.

WITNESS my hand and official seal.

Signature: Debra L. Batesel

NOTARY PUBLIC
County of Clark-State of Nevada
DEBRA L. BATESEL
No. 92-2383-1
My Appointment Expires April 17, 2016

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s)
   a) 191-13-811-052
   b)
   c)
   d)

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

FOR RECORDERS OPTIONAL USE	
Book	Page:
Date of Recording:	
Notes:	

3. a) Total Value/Sales Price of Property: $ 270,000 -
   b) Deed in Lieu of Foreclosure Only (value of ($)
   c) Transfer Tax Value: $
   d) Real Property Transfer Tax Due $ 1377.00

4. **If Exemption Claimed:**
   a. Transfer Tax Exemption, per 375.090, Section:
   b. Explain reason for exemption:

5. Partial Interest: Percentage being transferred: 100 %

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

Signature: Capacity: Grantor
Signature: Capacity:

SELLER (GRANTOR) INFORMATION (REQUIRED)	BUYER (GRANTEE) INFORMATION (REQUIRED)
Print Name: Opportunity Homes, LLC	Print Name: F. Bondurant, LLC
Address: 2657 Windmill Pkwy.	Address: 10781 W. Twain
City: Henderson	City: Las Vegas
State: NV Zip: 89074	State: NV Zip: 89135

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)
Print Name: Robert Gold Smith File Number:
Address 446 Beautiful
City: Las Vegas State: Nevada Zip: 89138

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

EXHIBIT 8

EXHIBIT 8

(3)-1

Inst #: 20140822-0002548
Fees: $18.00 N/C Fee: $0.00
RPTT: $1805.40 Ex: #
08/22/2014 09:53:30 AM
Receipt #: 2130155
Requestor:
OPPORTUNITY HOMES LLC
Recorded By: SOL Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER

Mail and Return Tax statement to:
Opportunity Homes, LLC
2657 Windmill Parkway, #145
Henderson, NV 89074

APN # 191-13-811-052

FORECLOSURE DEED

The undersigned declares:

Red Rock Financial Services, herein called agent for (Sun City Anthem Community Association), was the duly appointed agent under that certain Lien for Delinquent Assessments, recorded 12/14/2012 as instrument number 0001338 Book 20121214, in Clark County. The previous owner as reflected on said lien is GORDON B. HANSEN, TRUSTEE OF THE GORDON B. HANSEN TRUST, DATED AUGUST 22, 2008. Red Rock Financial Services as agent for Sun City Anthem Community Association does hereby grant and convey, but without warranty expressed or implied to: **Opportunity Homes, LLC** (herein called grantee), pursuant to NRS 116.3116 through NRS 116.31168, all its right, title and interest in and to that certain property legally described as: SUN CITY ANTHEM UNIT #19 PHASE 2 PLAT BOOK 102 PAGE 80 LOT 85 BLOCK 4 which is commonly known as **2763 White Sage Dr Henderson, NV 89052.**

AGENT STATES THAT:
This conveyance is made pursuant to the powers conferred upon agent by Nevada Revised Statutes, the Sun City Anthem Community Association governing documents (CC&R's) and that certain Lien for Delinquent Assessments, described herein. Default occurred as set forth in a Notice of Default and Election to Sell, recorded on 03/12/2013 as instrument number 0000847 Book 20130312 which was recorded in the office of the recorder of said county. Red Rock Financial Services has complied with all requirements of law including, but not limited to, the elapsing of 90 days, mailing of copies of Lien for Delinquent Assessments and Notice of Default and the posting and publication of the Notice of Sale. Said property was sold by said agent, on behalf of Sun City Anthem Community Association at public auction on **08/15/2014**, at the place indicated on the Notice of Sale. Grantee being the highest bidder at such sale became the purchaser of said property and paid therefore to said agent the amount bid **$63,100.00** in lawful money of the United States, or by satisfaction, pro tanto, of the obligations then secured by the Lien for Delinquent Assessment.

Dated: August 18, 2014

By: Christie Marling, employee of Red Rock Financial Services, agent for Sun City Anthem Community Association

STATE OF NEVADA)
COUNTY OF CLARK)

On August 18, 2014, before me, personally appeared Christie Marling, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

ANNA ROMERO
Notary Public State of Nevada
No. 12-7487-1
My appt. exp. Apr. 20 2016

When Recorded Mail To: Opportunity Homes, LLC
2657 Windmill Parkway, #145
Henderson, NV 89074

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number (s)

a) 191-13-811-052
b)
c)
d)

2. Type of Property:

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

FOR RECORDERS OPTIONAL USE ONLY
Notes: H

3. Total Value/Sales Price of Property: $ 63,100.00
Deed in Lieu of Foreclosure Only (value of property) $
Transfer Tax Value: $ 353,529.00
Real Property Transfer Tax Due: $ ~~323.85~~ 1,805.40 VL

4. If Exemption Claimed:
a. Transfer Tax Exemption, per NRS 375.090, Section:
b. Explain Reason for Exemption:

5. Partial Interest: Percentage being transferred: %

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

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature _____ **Capacity** AGENT
Signature _____ **Capacity** _____

SELLER (GRANTOR) INFORMATION (REQUIRED)		**BUYER (GRANTEE) INFORMATION** (REQUIRED)	
Print Name:	Red Rock Financial Services	**Print Name:**	Opportunity Homes, LLC
Address:	4775 West Teco Ave #140	**Address:**	2657 Windmill Parkway, #145
City:	Las Vegas	**City:**	Henderson
State:	NV **Zip:** 89118	**State:**	NV **Zip:** 89074

COMPANY/PERSON REQUESTING RECORDING
(REQUIRED IF NOT THE SELLER OR BUYER)
Print Name: _____ **Escrow #** _____
Address: _____
City: _____ **State:** _____ **Zip:** _____

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)

EXHIBIT 9

EXHIBIT 9

(4) -1

20080827-0003627

Fee: $16 00 RPTT: EX#007
N/C Fee: $0.00
08/27/2008 15:28:08
T20080191661
Requestor:
LEGAL EXPRESS
Debbie Conway SCA
Clark County Recorder Pgs: 4

APN: 191-13-811-052

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That GORDON B. HANSEN, without consideration, does hereby Grant, Bargain, Sell and Convey to GORDON B. HANSEN, Trustee of the GORDON B. HANSEN TRUST, dated August 22, 2008, as amended, or restated, or his successors, all of his right, title and interest in that real property situated in the County of Clark, State of Nevada, bounded and described as follows:

> LOT EIGHTY-FIVE (85) IN BLOCK FOUR (4) OF FINAL MAP OF SUN CITY ANTHEM UNIT NO. 19 PHASE 2, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 102 OF PLATS, PAGE 80, IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

Commonly known as: 2763 White Sage Drive, Henderson, NV 89052.

SUBJECT TO: 1. Powers of Trustee attached hereto as Exhibit "A" and by this reference incorporated herein.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining.

GRANTEES ADDRESS: Mr. Gordon B. Hansen, 2664 Olivia Heights Ave., Henderson, NV 89052

Witness his hand this 22nd day of August, 2008.

Gordon B. Hansen

GORDON B. HANSEN

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this 22nd day of August, 2008, before me, the undersigned, a Notary Public in and for said County of Clark, State of Nevada, personally appeared GORDON B. HANSEN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Tonya Meyer

Notary Public

Notary Public - State of Nevada
COUNTY OF CLARK
TONYA MEYER
No. 98-3283-1 My Appointment Expires July 8, 2010

Mail Tax Statements to:
Mr. Gordon B. Hansen
2664 Olivia Heights Ave.
Henderson, NV 89052

When Recorded, Mail to:
Mr. Gordon B. Hansen
2664 Olivia Heights Ave.
Henderson, NV 89052

EXHIBIT "A"

POWERS OF TRUSTEE

GORDON B. HANSEN, Trustee, is hereby vested with complete powers of disposition of the real estate herein described, including the power to plat, sell, encumber, mortgage and convey as a whole or in parcels, and no person dealing with said Trustee shall be obligated to look beyond the terms of this instrument for power in the Trustee to sell, encumber, mortgage or convey, the real estate described herein.

Said Grantee is likewise hereby excused from any and all duties of diligence and responsibility respecting the propriety of any act of said Trustee purporting to be done under or by virtue of the terms of this issue.

This conveyance is made in Trust pursuant to and in accordance with the **"GORDON B. HANSEN TRUST"** which was executed on August 22, 2008.

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number
   a) 191-13-811-052
   b) _____
   c) _____
   d) _____

FOR RECORDER OPTIONAL USE ONLY
Document/Instrument #: _____
Book _____ Page: _____
Date of Recording: Cert of Trust

2. Type of Property:
   a) ☐ Vacant Land b) ■ Single Fam. Res.
   c) ☐ Condo/Twnhse d) ☐ 2-4 Plex
   e) ☐ Apt. Bldg f) ☐ Comm'l/Ind'l
   g) ☐ Agricultural h) ☐ Mobile Home
   i) ☐ Other _____

3. Total Value/Sales Price of Property $ _____
   Deed in Lieu of Foreclosure Only (value of property) (_____)
   Transfer Tax Value: $ _____
   Real Property Transfer Tax Due $ 0

4. If Exemption Claimed:

   a. Transfer Tax Exemption per NRS 375.090, Section 7
   b. Explain Reason for Exemption: **Transfer without consideration to or from a Trust**

5. Partial Interest: Percentage being transferred: N/A%

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

Signature Gordon B. Hansen Capacity Grantor

Signature _____ Capacity _____

SELLER (GRANTOR) INFORMATION (REQUIRED)		BUYER (GRANTEE) INFORMATION (REQUIRED)	
Print Name:	GORDON B. HANSEN	Print Name:	GORDON B. HANSEN TRUST
Address:	2763 White Sage Dr.	Address:	2664 Olivia Heights Ave.
City:	Henderson	City:	Henderson
State:	NV Zip: 89052	State:	NV Zip: 89052

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

Print Name: Mr. Gordon B. Hansen Escrow #: _____
Address: 2664 Olivia Heights Ave.
City: Henderson State: NV Zip: 89052

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

3627

EXHIBIT 10

EXHIBIT 10

STATE OF NEVADA

COUNTY OF CLARK

DECLARATION OF NONA TOBIN

Declaration made under penalty of perjury alleging notarial acts and omissions that should be declared to have rendered recorded documents invalid to convey interest in subject property to the Joel and Sandra Stokes, as individuals or as Trustees of the Jimijack Irrevocable Trust or to Jimijack Irrevocable Trust, an Nevada entity operating as a business, but without commercial registration, or State, county, or city business licenses or filed fictitious name.

1. My name is Nona Tobin, and my address is 2664 Olivia Heights Ave., Henderson, Nevada 89052.
2. I do solemnly swear that everything in this declaration is true and based on my personal experience or investigation and research.
3. My purpose is to document notarial violations which occurred on June 7, June 8, August 9, and September 6, 2016 and faxed, emailed and/or mailed (certified and first class) communications related to deeds notarized by CluAynne M. Corwin that as the subject of a complaint to the notary division of the NVSOS.
4. I believe these notary violations render the documents invalid and without authority to convey the subject property to Joel and Sandra Stokes, as individuals or as Trustees of the Jimijack Irrevocable Trust or to Jimijack Irrevocable Trust as a legal Nevada business entity.
5. I prepared this unsworn declaration to describe what happened regarding the fraudulently-notarized June 9, 2015 Quit Claim Deed as it is the sole recorded document that gives rise to the Joel and Sandra Stokes' claims, either as individuals or as Trustees of Jimijack Irrevocable Trust, to all title interests to 2763 White Sage Drive, Henderson NV 89052, the subject property of quiet title litigation in which I have an interest.
6. I allege that violations of NRS 240.075, NRS 240.120, NRS 240.147, NRS 240.150, NRS 240.155, as well as commercial registration irregularities, that I am reporting here are sufficient to invalidate the sole recorded document that gives rise to Joel and Sandra Stokes' claims and to initiate an investigation by proper authorities into other violations of statutes involving fraudulent conveyance of real property, attorney and Realtor misconduct and license violations, and filing false statements to the Secretary of State and forming commercial entities for an illegal purpose.
7. There were two quit claim deeds, one notarized on June 4, 2015 and the second, notarized on June 8, 2015, purporting to re-convey the residence at 2763 White Sage Av., Henderson, NV 89052, which had allegedly been sold to Opportunity Homes, LLC on August 15, 2014 at a disputed HOA foreclosure sale.
8. I am a Pro Se Litigant disputing the legality of the 8/15/14 HOA sale, and I am alleging that the buyer at the sale was actually Thomas Lucas, Realtor in the Berkshire Hathaway office (BHHS) under Forrest Barbee, Broker with whom I had the property listed for sale, and that Opportunity Homes, LLC is an illegally-formed

sham entity designed solely to serve as Lucas' alter ego so his actions that would have been illegal for a licensed Broker/ Realtor could be concealed.

9. Further, evidence indicates that there is a concealed relationship between Lucas; FirstService Residential, HOA Managing agent; Red Rock Financial Services, HOA debt collectors who conducted the flawed foreclosure sale; the Stokes who currently have possession of the property; the Stokes' attorney, Joseph Y. Hong; Yuen K. Lee, alleged Manager of F. Bondurant, LLC in default, who signed the fraudulently notarized quit claim deed as if he were Thomas Lucas, and who operates out of the same office as Joseph Y. Hong, both notaries, and attorney Peter Mortenson.
10. I allege that by acting to concert has allowed the property to be unfairly conveyed and re-conveyed, and by concealing their acts and relationships a series fraudulent acts, including tax evasion, to go undetected.
11. The second Quit Claim Deed recorded on June 9, 2015 (attached), the main subject of this affidavit, was notarized by CluAynne M. Corwin on June 8, 2015 falsely offering her notarial seal as proof of Yuen Lee's signature that *"did personally appear before me the person of Thomas Lucas, Lucas, Manager, of Opportunity Homes, LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this Quit Claim Deed; and, acknowledged to me that he executed the same in his capacity, that by his signature on this instrument did execute the same.*"
12. Per her business card which I picked up from her office on September 6, CluAynne M. Corwin is a notary public, paralegal & office administrator with Mortenson & Rafie located at 10781 W. Twain Las Vegas NV 89135.
13. On June 7, 2016 I called CluAynne M. Corwin at the phone number that I think I got for her from Notary Public Division of the Nevada Secretary of State. I had been told by that office that I would be able to inspect her journal.
14. I confirmed that notaries had to keep a journal and that it was supposed to be available for public inspection was true before I called by reviewing State law governing Notary Publics in NRS 240.
15. I allege that these violations of laws governing Notary Publics in NRS 240 along with violations of the Statutes of Fraud governing the conveyance of real property in Nevada are sufficient to invalidate the recorded document that give rise to Joel and Sandra Stokes claims.
16. When Ms. Corwin answered, I told her I wanted to see her notary journal, and she immediately began hostile and asked who I was and why did I want to see it.
17. She said "I'm not just going to let anyone walk in here and look at it."
18. I said since the journal was open for public inspection by law, I didn't see what the problem was.
19. She told me to wait, and a man got on the line and asked me what I wanted.
20. I told him I was just trying to inspect her journal and she got upset.
21. The man identified himself as her boss, Peter Mortenson, and that he was an attorney.
22. He was I told him that I was the Successor Trustee of a property that had been sold at an HOA foreclosure sale, and that I wanted to see CluAynne's journal because there was a major error on the quit claim deed that she had notarized.

23. He asked a lot of questions and suggested that maybe he could help me, but he wanted to see what I was talking about.
24. At 3:27 PM, June 7, 2016 I faxed the second quit claim deed recorded on June 9, 2015 against 2763, falsely notarized by CluAynne, to Peter Mortenson's office at (702) 363-4107.
25. He asked me if I thought something untoward or nefarious (or some words like that) was going on.
26. He said I was "coming on all cloak and dagger".
27. I said yes I thought something was very wrong, but that I thought CluAynne was probably a victim too and she didn't need to be so afraid.
28. I explained the HOA foreclosure and told him I had done a lot of research.
29. I was very open with him since I was looking for an attorney to help me.
30. He acted very supportive then and suggested maybe he could help me, but that he'd have to look at it since the statute of limitations was probably passed.
31. I didn't realize when I was talking to him on the phone that Peter and CluAynne actually shared a small law office space and reception area with Hong & Hong, attorney for the Plaintiffs Stokes.
32. I thought he was going to be helpful and so I brought two binders of documents I had collected, but when I saw his office, I reconsidered showing them to him and left my binders in the car.
33. Mark Burton came with me to inspect the page for June 8, 2015 in CluAynne's notary journal on June 8, 2016.
34. There was no entry for the notarial act of acknowledging the Quit Claim Deed that alleged transferred F. Bondurant's interest in 2763 to Joel and Sandra as Trustees of Jimijack Irrevocable Trust.
35. Peter M said that usually CluAynne was so conscientious and he had no explanation for how it happened or why she would fail to perform a legally mandated function when she was so careful usually.
36. I asked if someone else in the office could have used her stamp, that she had been victimized.
37. He said that it was definitely her signature and not a situation where her notary stamp had been stolen.
38. He tried to ask more about my interest in the property and get away from the fact that CluAynne had failed to perform the most basic duties of a notary, i.e. she used her stamp without identifying the executor of the document and without recording that she had done it, both serious violations.
39. I told him I had decided not to bring any of my paperwork in or discuss my case with him since I intended to file a complaint, but I was sorry because I thought CluAnne was a victim.
40. Peter's hands were visibly shaking during the meeting.
41. I requested a certified copy of the June 9, 2015 page to show that entries had been made chronologically, but that this critical one was missing.
42. At first, Peter agreed to do get the certified copy for me, but then acted bewildered
43. He then was talking in a friendly, "aw shucks" kind of way, saying that he had never dealt with this before and that he needed to call the NV SOS before he could give it to me, just to be sure.

44. He told us we would have to come back later.
45. I complained that it is a nearly an hour and a half round trip to my house, and he said he would mail it to me.
46. I asked about the cost, and he said not to worry about it.
47. He called me back later and said he would not give me a certified copy, that he wasn't allowed to.
48. He said the NV SOS said I would only be entitled to a certified copy of a particular entry in the journal.
49. He told me that the NV SOS said they (Peter and CluAynne I guess) didn't have to give me anything because the journal entry I was looking for wasn't there.
50. He said they had let me look at the page for June 8, 2015, that was enough.
51. That it would be violating the privacy of the people whose signatures were on the rest of the page to let their private information be copied.
52. This seems strange to me given that the law provides for public inspection of the notary journal, and I didn't see there being any such restrictions on access.
53. He gave me the name of the person in the NV SOS who had provided him with this interpretation.
54. I called the woman at NVSOS (whose name I can't remember) shortly thereafter to verify.
55. When I told her I wanted a picture of the page for verification of the violation of NRS in not making a chronological entry in her journal of each notarial act for litigation purposes, she said, "Well, that's not gonna happen!"
56. The NV SOS employee inaccurately told me that I was only permitted to get a certified copy of my signature.
57. Below is an exact quote from an email I sent on August 9, 2016 describing the same event.
58. I wrote this email after I had met for the first time two other women who are dealing with HOA foreclosures. "Irma" is Irma Mendez and her property was also quit claimed to Joel and Sandra Stokes, as Trustees of Jimijack Irrevocable Trust.
59. The Quit Claim Deed to Irma's property was notarized by CluAynne M. Corwin on September 11, 2015.

> I happen to have gone to his office a few months ago when I wanted to look at CluAnne M. Colwin's notary log because she falsely notarized the quit claim deed to Jimijack. Her boss is Peter Mortinson shares a law office with Hong & Hong at that address. CluAnne wouldn't speak to me and had her boss-attorney show me the journal. Peter showed me the page of her log, but she had failed to list any notarial duty on June 8, 2015 when she notarized Yuan Lee as being Thomas Lucas, personally appearing before her. Peter refused to give me a copy of the page since technically the law allows only a copy of the specific signature and not a copy of the page showing the absence of one.
>
> I asked Peter if he represented any of these people with Hong and he said his notary CluAynne just occasionally notarized documents for them in a pinch, but she was usually so fastidious that he couldn't understand how on this one occasion she forgot to log it. He even tried to recruit me as a client saying he thought he could help me, but said I probably would

have a statute of limitations problem. it's interesting CluAnne also notarized Amir's signature on Irma's property that Irma says doesn't match Amir's signature and looks more like Hong's. Julie told me Peter has appeared for Hong.

1. On September 6, 2016, Mark Burton and I went to 10781 W. Twain without notice because we were on that side of town for Mark's appointment with a doctor.
2. I intended to ask to see the page for September 11, 2015 as there should be an entry for the quit claim deed for another HOA foreclosure that had gone to Joel and Sandra Stokes.
3. I wanted to see the September 11, 2015 page in CluAynne's notary journal to see if there was a pattern of her failing to record notarial acts when they involved documents which furthered Mr. Hong's clients'.
4. I intended to request to see the page for September 11, 2016, but I was never even given a chance to ask.
5. We went into the office about 11 AM, and while Mark waited on the couch, I told the receptionist I was Nona Tobin and was there to see CluAynne.
6. She said "Sure" and went to the back office.
7. The receptionist returned right away, saying "She'll be right out."
8. CluAynne did not come out.
9. Instead, Peter Mortenson came barreling out and before I could say anything, he said angrily, "I already spent enough time with you. I told you you're not getting any certified copies."
10. I remember thinking that he was trying to use his size and brusque manner and being a lawyer to bully me into just going away, and I'm sure, if I had been a smaller, more typical 67-year-old non-lawyer woman, it would have worked.
11. I said I wanted to look at a different signature and that I wasn't asking for a certified copy.
12. He refused, virtually yelling at me and telling me to stop bothering them, which I believe to be a violation of NRS 240.147.
13. A few of the things he said were, in my view, particularly bizarre:
    a. "you don't have a right to be here";
    b. "we are very busy; we're doing business here"
    c. "You've done enough."
14. He said that they didn't have to give me anything.
15. I told him <u>they did have to let the public inspect the journal</u>.
16. He said several times "Well, go ahead and file a lawsuit. Just file a lawsuit to get it."
17. He turned without a civil word, fumbled with a key to get back behind a locked door to his office, and left me just standing there in the hall and Mark on the couch in the lobby.
18. When I notified Irma Mendez later on the evening of September 6 that I had been thrown out of Hong's office when I tried to look at CluAynne's notary journal for September 11, 2015, she said she had doubts about the validity of Amir's signature.
19. Irma's doubts were so substantial that she said she had found some examples of Amir's signature on court documents to compare and there was no similarity.
20. She said she then compared Amir's signature on the quit claim deed that gave her property from Amir to the Stokes and believed the signature had so much similarity to the signature of Joseph Y. Hong, the Stokes' attorney, that she suspected forgery.

21. At a December 20, 2016 hearing, my motion to intervene on the quiet title case A-15-720032 was granted, and I needed to get some additional information about notary problems with the quit claim deeds that moved through Hong's office to removed title from me or Irma Mendez to give title to the Stokes.
22. On December 28, 2016, I emailed and faxed a written request to CluAynne M. Corwin to provide me with certified copies of three lines in her journal (attached) related to quiet title cases involving the Stokes and their attorney, Mr. Hong.
23. On December 28, 2016, I faxed and sent by first class mail to 10781 W. Twain the attached request to Debra L. Batesel, notary public and employee of Hong & Hong, for a certified copy of the June 4, 2015 entry in her journal documenting the signature of Thomas Lucas quit claiming 2763 White Sage to F. Bondurant.
24. I called on January 3, 2016 to the office and asked the receptionist to tell CluAynne that I would be there on Thurs day to pick it up if I didn't hear from her.
25. Later that day, I also sent the attached letter first class and certified to CluAynne at her home address.
26. There was no answer or voicemail at Hong's office, but when I asked the receptionist both law offices shared if there was a different number for Hong's office, and I was told there it rang through to her, but she didn't pick it up.
27. I went to Hong's office and asked for Debra Batesel, but she was not in.
28. I asked for CluAynne next, but since I gave my real name, Peter came out.
29. Peter told me I couldn't just come in without an appointment.
30. Peter told me I was not to attempt to contact CluAynne at the address I found on the notary website.
31. Peter said she was his employee and he was paying her to work on other things.
32. Peter said CluAynne was not to be bothered at home.
33. I told him that these matters were in litigation and that it was unreasonable for him to be obstructionist.
34. Peter said I had only given one day's notice, but he seemed to disregard that CluAynne had not responded to phone, email, fax or mail requests to call me for over a week
35. Peter said that litigation takes a long time and that I shouldn't be so demanding when I didn't have an appointment.
36. Peter said he was writing me a letter and that maybe I should just wait for that. I said I would read his letter, but that I wanted to schedule an appointment now instead of waiting to schedule it.
37. He said he had spoken to the Secretary of State's office.
38. I said I wanted to schedule an appointment, and he said Tuesday, January 10 at 4 pm.
39. I faxed a notice to Debra Batesel that I would be in her office at that time and would like to review her journal then as well as get the previously requested certified copy of her notary act on June 4, 2015.
40. At the meeting, CluAynne would still not participate in a review of her journal, She was represented by Peter Mortenson, who said he was there as her employer, but did not say he was her attorney.
41. They were not able to provide copies of two of the entries I requested which both related to my case as CluAynne had not made an entry in her journal for either of those acts as she is required to do by Nevada notary laws.

42. The notarization of the quit claim deed for Irma Mendez house was supplied, and I gave it to her for inclusion in her complaint.
43. Debra Batesel came in when Peter was finished and gave me a non-certified copy of two signatures of Thomas Lucas she notarized on June 4, 2015, for the quit claim and surprisingly for a purchase and sale agreement, but did not bring in the notary book for me to inspect.
44. The difficulties I have had in trying to view these notary journals increase my suspicions that there is rampant notary fraud of the instruments recorded to convey HOA foreclosures to the Stokes.
45. Per NRS 53.045, this unsworn declaration is being submitted in lieu of a sworn affidavit. I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

DATED this 17th day of January, 2017.

Nona Tobin
2664 Olivia Heights Ave.
Henderson NV 89052
(702) 465-2199
nonatobin@gmail.com

Exhibits to NV SOS Complaint NRS Violations by a Notary Public

1. Quit Claim Deed for 2763 White Sage that notarized Yeun Lee signature as if it were Thomas' Lucas' signature and for which there is no entry in CluAynne M. Corwin's notary journal on June 8, 2015
2. Quit Claim Deed to 2763 White Sage that on June 4, 2015, Debra L. Batesel, an employee of Hong notarized what is believed to be Thomas Lucas' actual signature
3. Quit Claim Deed to a different property but that conveyed interest in another HOA foreclose to Joel and Sandra Stokes, as Trustees of Jimijack and was notarized by CluAynne M. Corwin on September 11, 2015, i.e. the page I wanted to see in CluAynne's notary journal to see if there was a pattern of her failing to record notarial acts when they involved documents which furthered Mr. Hong's clients
4. Relevant sections of NRS 240 governing notary publics
5. Relevant sections of NRS Statute of Frauds re conveyance of real property
6. NRS 205.395 False representation concerning title; penalties; civil action.
7. Letter from Peter Mortenson to me on January 5, 2017 regarding my request for public inspection of CluAynne M. Corwin's notary journal.

RELEVANT SECTIONS OF THE NRS 240 RE NOTARY PUBLICS

(**emphasis added**)

NRS 240.147 Unlawful destruction, defacement or concealment of notarial record. It is unlawful for a person to knowingly destroy, deface or conceal a notarial record.(Added to NRS by 1997, 930; A 2009, 3029)

NRS 240.120 Journal of notarial acts: Duty to maintain; contents; verification based upon credible witness; copy of entry; storage; period of retention; report of loss or theft; exceptions.

1. Except as otherwise provided in subsection 2, **each notary public shall keep a journal in his or her office in which the notary public shall enter for each notarial act performed, at the time the act is performed:**

(a) The fees charged, if any;

(b) The title of the document;

(c) The date on which the notary public performed the act;

(d) Except as otherwise provided in subsection 3, the name and signature of the person whose signature is being notarized;

(e) Subject to the provisions of subsection 4, **a description of the evidence used by the notary public to verify the identification of the person whose signature is being notarized**;

(f) An **indication of whether the notary public administered an oath**; and

(g) The **type of certificate used to evidence the notarial act**, as required pursuant to NRS 240.1655.

2. A notary public may make one entry in the journal which documents more than one notarial act if the notarial acts documented are performed:

(a) For the same person and at the same time; and

(b) On one document or on similar documents.

3. When performing a notarial act for a person, a notary public need not require the person to sign the journal if:

(a) The notary public has performed a notarial act for the person within the previous 6 months;

(b) The notary public has personal knowledge of the identity of the person; and

(c) The person is an employer or coworker of the notary public and the notarial act relates to a transaction performed in the ordinary course of the person's business.

4. **If, pursuant to subsection 3, a notary public does not require a person to sign the journal, the notary public shall enter "known personally**" as the description **required to be entered into the journal** pursuant to paragraph (e) of subsection 1.

5. If the notary verifies the identification of the person whose signature is being notarized on the basis of a credible witness, the notary public shall:

(a) Require the witness to sign the journal in the space provided for the description of the evidence used; and

(b) Make a notation in the journal that the witness is a credible witness.

6. **The journal must:**

(a) Be open to public inspection.

(b) Be in a bound volume with preprinted page numbers.

7. A notary public shall, upon request and payment of the fee set forth in NRS 240.100, provide a certified copy of an entry in his or her journal.

8. A notary public shall keep his or her journal in a secure location during any period in which the notary public is not making an entry or notation in the journal pursuant to this section.

9. A notary public **shall retain each journal that the notary public has kept pursuant to this section until 7 years after the date on which he or she ceases to be a notary public**.

10. A notary public shall file a report with the Secretary of State and the appropriate law enforcement agency if the journal of the notary public is lost or stolen.

11. The provisions of this section do not apply to a person who is authorized to perform a notarial act pursuant to paragraph (b), (c), (d) or (e) of subsection 1 of NRS 240.1635.

[Part 18:49:1883; BH § 2359; C § 2483; RL § 2020; NCL § 2951] + [Part 21:49:1883; BH § 2362; C § 2486; RL § 2023; NCL § 2954]—(NRS A 1967, 533; 1993, 262; 1995, 193, 1596; 1997, 936; 2001, 654; 2007, 46; 2011, 1611; 2013, 1376)

NRS 240.150 Liability for misconduct or neglect; liability of employer; penalties for willful violation or neglect of duty; procedure upon revocation or suspension.

1. For misconduct or neglect in a case in which a notary public appointed pursuant to the authority of this State may act, either by the law of this State or of another state, territory or country, or by the law of nations, or by commercial usage, **the notary public is liable on his or her official bond to the parties injured thereby, for all the damages sustained.**

2. **The employer of a notary public may be assessed a civil penalty by the Secretary of State of not more than $2,000 for each violation specified in subsection 4 committed by the notary public, and the employer is liable for any damages proximately caused by the misconduct of the notary public, if:**

(a) The notary public was acting within the scope of his or her employment at the time the notary public engaged in the misconduct; and

(b) The employer of the notary public consented to the misconduct of the notary public.

3. The Secretary of State may refuse to appoint or may suspend or revoke the appointment of a notary public who fails to provide to the Secretary of State, within a reasonable time, information that the Secretary of State requests from the notary public in connection with a complaint which alleges a violation of this chapter.

4. Except as otherwise provided in this chapter, for any willful violation or neglect of duty or other violation of this chapter, or upon proof that a notary public has been convicted of, or entered a plea of guilty, guilty but mentally ill or nolo contendere to, a crime described in paragraph (c) of subsection 2 of NRS 240.010:

(a) The appointment of the notary public may be suspended for a period determined by the Secretary of State, but not exceeding the time remaining on the appointment;

(b) The appointment of the notary public may be revoked after a hearing; or

(c) The notary public may be assessed a civil penalty of not more than $2,000 for each violation.

5. If the Secretary of State revokes or suspends the appointment of a notary public pursuant to this section, the Secretary of State shall:

(a) Notify the notary public in writing of the revocation or suspension;

(b) Cause notice of the revocation or suspension to be published on the website of the Secretary of State; and

(c) If a county clerk has issued a certificate of permission to perform marriages to the notary public pursuant to NRS 122.064, notify the county clerk of the revocation or suspension.

6. Except as otherwise provided by law, the Secretary of State may assess the civil penalty that is authorized pursuant to this section upon a notary public whose appointment has expired if the notary public committed the violation that justifies the civil penalty before his or her appointment expired.

7. The appointment of a notary public may be suspended or revoked by the Secretary of State pending a hearing if the Secretary of State believes it is in the public interest or is necessary to protect the public.

[13:39:1864; B § 342; BH § 2247; C § 2414; RL § 2756; NCL § 4726]—(NRS A 1985, 1208; 1995, 194; 1997, 937; 2011, 1612; 2013, 1200; 2015, 932)

NRS 240.155 Notarization of signature of person not in presence of notary public unlawful; penalty.

1. A notary public who is appointed pursuant to this chapter **shall not willfully notarize the signature of a person unless the person is in the presence of the notary public** and:

(a) Is known to the notary public; or

(b) If unknown to the notary public, **provides a credible witness or documentary evidence of identification to the notary public.**

2. A person who:

(a) Violates the provisions of subsection 1; or

(b) Aids and abets a notary public to commit a violation of subsection 1, is guilty of a gross misdemeanor.

(Added to NRS by 2005, 2274; A 2007, 1100)

NRS 240.075 Prohibited acts. A notary public shall not:

1. Influence a person to enter or not enter into a lawful transaction involving a notarial act performed by the notary public.

2. **Certify an instrument containing a statement known by the notary public to be false**.

3. Perform any act as a notary public with intent to deceive or defraud, including, without limitation, altering the journal that the notary public is required to keep pursuant to NRS 240.120.

4. Endorse or promote any product, service or offering if his or her appointment as a notary public is used in the endorsement or promotional statement.

5. Certify photocopies of a certificate of birth, death or marriage or a divorce decree.

6. Allow any other person to use his or her notary's stamp.

7. Allow any other person to sign the notary's name in a notarial capacity.

8. Perform a notarial act on a document that contains only a signature.

9. Perform a notarial act on a document, including a form that requires the signer to provide information within blank spaces, unless the document has been filled out completely and has been signed.

10. Make or note a protest of a negotiable instrument unless the notary public is employed by a depository institution and the protest is made or noted within the scope of that employment. As used in this subsection, "depository institution" has the meaning ascribed to it in NRS 657.037.

11. Affix his or her stamp to any document which does not contain a notarial certificate.

(Added to NRS by 1985, 1205; A 1987, 1114; 1995, 193; 2001, 653; 2011, 1610; 2015, 930)

NRS 205.395 False representation concerning title; penalties; civil action.

1. Every person who:

(a) Claims an interest in, or a lien or encumbrance against, real property in a document that is recorded in the office of the county recorder in which the real property is located and who knows or has reason to know that the document is forged or groundless, contains a material misstatement or false claim or is otherwise invalid;

(b) Executes or **notarizes** a document purporting to create an interest in, or a lien or encumbrance against, real property, that is recorded in the office of the county recorder in which the real property is located and who knows or has reason to know that the document is forged or groundless, contains a material misstatement or false claim or is otherwise invalid; or

(c) Causes a document described in paragraph (a) or (b) to be recorded in the office of the county recorder in which the real property is located and who knows or has reason to know that the document is forged or groundless, contains a material misstatement or false claim or is otherwise invalid,

has made a false representation concerning title.

2. A person who makes a false representation concerning title in violation of subsection 1 is guilty of a category C felony and shall be punished as provided in NRS 193.130.

3. A person who engages in a pattern of making false representations concerning title is guilty of a category B felony and shall be punished by imprisonment in the state prison for a minimum term of not less than 3 years and a maximum term of not more than 20 years, or by a fine of not more than $50,000, or by both fine and imprisonment.

4. In addition to the criminal penalties imposed for a violation of this section, any person who violates this section is subject to a civil penalty of not more than $5,000 for each violation. This penalty must be recovered in a civil action, brought in the name of the State of Nevada by the Attorney General. In such an action, the Attorney General may recover reasonable attorney's fees and costs.

5. Except as otherwise provided in this subsection, the owner or holder of the beneficial interest in real property which is the subject of a false representation concerning title may bring a civil action in the district court in and for the county in which the real property is located to recover any damages suffered by the owner or holder of the beneficial interest plus reasonable attorney's fees and costs. The owner or holder of the beneficial interest in the real property must, before bringing a civil action pursuant to this subsection, send a written request to the person who made the false representation to record a document which corrects the false representation. If the person records such a document not later than 20 days after the date of the written request, the owner or holder of the beneficial interest may not bring a civil action pursuant to this subsection.

6. As used in this section:

(a) "Encumbrance" includes, without limitation, a lis pendens or other notice of the pendency of an action.

(b) "Pattern of making false representations concerning title" means one or more violations of a provision of subsection 1 committed in two or more transactions:

(1) Which have the same or similar pattern, purposes, results, accomplices, victims or methods of commission, or are otherwise interrelated by distinguishing characteristics;

(2) Which are not isolated incidents within the preceding 4 years; and

(3) In which the aggregate loss or intended loss is more than $250.

[1911 C&P § 441; RL § 6706; NCL § 10394] — (NRS A 2011, 338, 1748; 2015, 1358)

STATUTE OF FRAUDS REGARDING CONVEYANCE OF REAL PROPERTY

NRS 111.340 Certificate of acknowledgment and record may be rebutted. Neither the certificate of the acknowledgment nor of the proof of any conveyance or instrument, nor the record, nor the transcript of the record, of such conveyance or instrument, shall be conclusive, but the same may be rebutted.

NRS 111.125 Proof required from subscribing witnesses*. No certificate of proof shall be granted unless subscribing witnesses shall prove: 1. That the person whose name is subscribed thereto as a party is the person described in, and who executed the same. 2. That such person executed the conveyance. 3. That such witness subscribed his name thereto as a witness thereof. [12:9:1861; B 240; BH 2581; C 2651; RL 1029; NCL 1487]*

NRS 111.265 Persons authorized to take acknowledgment or proof within State. The proof or acknowledgment of every conveyance affecting any real property, if acknowledged or proved within this State, must be taken by one of the following persons: 1. A judge or a clerk of a court having a seal. 2. A notary public. 3. A justice of the peace. [Part 4:9:1861; A 1867, 103; B 231; BH 2572; C 2642; RL 1020; NCL 1478] (NRS A 1985, 1209; 1987, 123)

NRS 111.315 Recording of conveyances and instruments: **Notice to third persons**. Every conveyance of real property, and every instrument of writing setting forth an agreement to convey any real property, or whereby any real property may be affected, proved, acknowledged and certified in the manner prescribed in this chapter, to operate as notice to third persons, shall be recorded in the office of the recorder of the county in which the real property is situated…

NRS 111.345 Proof taken upon oath of incompetent witness: Instrument not admissible until established by competent proof. If the party contesting the proof of any conveyance or instrument shall make it appear that any such proof was taken upon the oath of an incompetent witness, neither such conveyance or instrument, nor the record thereof, shall be received in evidence, until established by other competent proof. [32:9:1861; B 260; BH 2601; C 2671; RL 1046; NCL 1504]

Inst #: 20150915-0002030
Fees: $18.00 N/C Fee: $0.00
RPTT: $851.70 Ex: #
09/15/2015 02:32:25 PM
Receipt #: 2553618
Requestor:
LINEAR TITLE & CLOSING LTD.
Recorded By: OSA Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER

APN: 124-29-314-081
Recording requested by and mail
documents and tax statements to:

Name: Joel A. Stokes and Sandra F. Stokes
Address: 5 Summit Walk Trail
City/State/Zip: Henderson, NV 89052

QUITCLAIM DEED

Assessor's Copy

THIS QUITCLAIM DEED, Executed this 11th day of September 2015, by Absolute Business Solutions, Inc. (hereinafter "Grantor(s)"), whose address is 1202 Alfred Avenue, #B, Building F, Yeadon, PA 19050, to Joel A. Stokes and Sandra F. Stokes, as Trustees of the Jimijack Irrevocable Trust (hereinafter "Grantee(s)"), whose address is 5 Summit Walk Trail, Henderson, Nevada 89052.

WITNESSETH, That the said Grantor, for good consideration and for the sum of One Dollar USD ($1.00) paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the said Grantees forever, all the right, title, interest and claim which the said Grantor has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of Clark, State of Nevada, to wit:

Commonly known as:

3416 Casa Alto Avenue, North Las Vegas, Nevada 89031

More particularly described as:

APN: 124-29-314-081

Lot One Hundred Seventy-Three (173) of FIESTA DEL NORTE-UNIT 2, as shown by map thereof on file in Book 110 of Plats, Page 64, in the Office of the County Recorder of Clark County, Nevada.

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

Grantor

Amir M. Hujjutallah, Officer
Absolute Business Solutions, Inc.

ASSESSOR'S COPY

State of Nevada)
) ss
County of Clark)

On this 11th day of September, 2015, before me, Cluayne M. Corwin, a notary public in and for the County of Clark, State of Nevada, did personally appear before me the person of Amir M. Hujjutallah, Officer of Absolute Business Solutions, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this Quitclaim Deed; and, acknowledged to me that he executed the same in his capacity, and that by his signature on this instrument did execute the same.

WITNESS my hand and official seal.

NOTARY PUBLIC
CLUAYNNE M. CORWIN
STATE OF NEVADA - COUNTY OF CLARK
MY APPOINTMENT EXP. APRIL 13, 2016
No: 04-88240-1

Signature: Cluayne M. Corwin

*Notary Public
Cluayne M. Corwin
State of Nevada · County of Clark
My Appointment Exp. April 13, 2016
No: 04-88240-1

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s)
   a. 124-29-314-081
   b.
   c.
   d.
2. Type of Property:
   a. [ ] Vacant Land b. [X] Single Fam. Res.
   c. [ ] Condo/Twnhse d. [ ] 2-4 Plex
   e. [ ] Apt. Bldg f. [ ] Comm'l/Ind'l
   g. [ ] Agricultural h. [ ] Mobile Home
   [ ] Other

FOR RECORDERS OPTIONAL USE ONLY
Book_____ Page:_____
Date of Recording: _____
Notes:

3.a. Total Value/Sales Price of Property $ 1666,977.00
   b. Deed in Lieu of Foreclosure Only (value of property (Ø)
   c. Transfer Tax Value: $ 1666,977.00
   d. Real Property Transfer Tax Due $ 851.70

4. If Exemption Claimed:
   a. Transfer Tax Exemption per NRS 375.090, Section_____
   b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred:_____%

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

Signature AUDREY PORTER Capacity: Agent

Signature _____ Capacity: _____

ASSESSOR'S COPY

SELLER (GRANTOR) INFORMATION (REQUIRED)	BUYER (GRANTEE) INFORMATION (REQUIRED)
Print Name: Absolute Business Solutions, Inc.	Print Name: Joel A. Stokes & Sandra F. Stokes, as Trustees of the Jimijack Irrevocable Trust
Address: 1202 Alfred Avenue #B, Building F	Address: 5 Summit Walk Trail
City: Yeadon	City: Henderson
State: PA Zip: 19050	State: NV Zip: 89052

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

Print Name: Linear Title & Closing, LTD. Escrow # NVL-4522560-P
Address: 10785 W. Twain Ave., Ste. 110
City: Las Vegas State: NV Zip: 89135

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

Inst #: 20150609-0001537
Fees: $18.00 N/C Fee: $0.00
RPTT: $1377.00 Ex: #
06/09/2015 12:58:36 PM
Receipt #: 2452509
Requestor:
ROBERT GOLDSMITH
Recorded By: ARO Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER

APN: 191-13-811-052
Recording requested by and mail documents and tax statements to:

(3)

Name: F. Bondurant, LLC.
Address: 10781 West Twain Avenue
City/State/Zip: Las Vegas, NV 89135

QUITCLAIM DEED

THIS QUITCLAIM DEED, Executed this 4th day of June 2015, by Opportunity Homes LLC (hereinafter "Grantor(s)"), whose address is 2657 Windmill Parkway, Suite 145, Henderson, Nevada 89074, to F. Bondurant, LLC. (hereinafter "Grantee(s)"), whose address is 10781 West Twain Avenue, Las Vegas, Nevada 89135.

WITNESSETH, That the said Grantor, for good consideration and for the sum of One Dollar USD ($1.00) paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the said Grantees forever, all the right, title, interest and claim which the said Grantor has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of Clark, State of Nevada, to wit:

Commonly known as:

2763 White Sage Drive, Henderson, Nevada 89052

More particularly described as:

APN: 191-13-811-052

Lot Eighty-Five (85) in Block 4, of SUN CITY ANTHEM UNIT #19 PHASE 2, as shown by map thereof on file in Book 102 of Plats, Page 80, in the Office of the County Recorder of Clark County, Nevada.

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

Thomas Lucas

Grantor

Thomas Lucas, Manager
Opportunity Homes LLC

State of Nevada)
) ss
County of Clark)

On this 4th day of June, 2015, before me, Debra L. Batesel, a notary public in and for the County of Clark, State of Nevada, did personally appear before me the person of Thomas Lucas, Manager of Opportunity Homes LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this Quitclaim Deed; and, acknowledged to me that he executed the same in his capacity, and that by his signature on this instrument did execute the same.

WITNESS my hand and official seal.

Signature: Debra L. Batesel

NOTARY PUBLIC
County of Clark-State of Nevada
DEBRA L. BATESEL
No. 92-2383-1
My Appointment Expires April 17, 2016

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s)
   a) 191-13-811-052
   b)
   c)
   d)

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

FOR RECORDERS OPTIONAL USE	
Book	Page:
Date of Recording:	
Notes:	

3. a) Total Value/Sales Price of Property: $ 270,000 -
   b) Deed in Lieu of Foreclosure Only (value of ($)
   c) Transfer Tax Value: $
   d) Real Property Transfer Tax Due $ 1377.00

4. **If Exemption Claimed:**
   a. Transfer Tax Exemption, per 375.090, Section:
   b. Explain reason for exemption:

5. Partial Interest: Percentage being transferred: 100 %

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

Signature: Capacity: Grantor
Signature: Capacity:

SELLER (GRANTOR) INFORMATION (REQUIRED)	BUYER (GRANTEE) INFORMATION (REQUIRED)
Print Name: Opportunity Homes, llc	Print Name: F. Bondurant, llc
Address: 2657 Windmill pkwy.	Address: 10781 W. Twain
City: Henderson	City: Las Vegas
State: NV Zip: 89074	State: NV Zip: 89135

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)
Print Name: Robert Gold Smith File Number:
Address 446 Beautiful
City: Las Vegas State: Nevada Zip: 89138

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

Inst #: 20150609-0001545
Fees: $18.00 N/C Fee: $0.00
RPTT: $1377.00 Ex: #
06/09/2015 01:06:29 PM
Receipt #: 2452518
Requestor:
ROBERT GOLDSMITH
Recorded By: ARO Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER

APN: 191-13-811-052
Recording requested by and mail documents and tax statements to:

(3)-1

Name: Joel A. Stokes and Sandra F. Stokes
Address: 5 Summit Walk Trail
City/State/Zip: Henderson, NV 89052

QUITCLAIM DEED

THIS QUITCLAIM DEED, Executed this 9th day of June 2015, by F. Bondurant, LLC. (hereinafter "Grantor(s)"), whose address is 10781 West Twain Avenue, Las Vegas, NV 89135, to Joel A. Stokes and Sandra F. Stokes, as Trustees of the Jimijack Irrevocable Trust (hereinafter "Grantee(s)"), whose address is 5 Summit Walk Trail, Henderson, Nevada 89052.

WITNESSETH, That the said Grantor, for good consideration and for the sum of One Dollar USD ($1.00) paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the said Grantees forever, all the right, title, interest and claim which the said Grantor has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of Clark, State of Nevada, to wit:

Commonly known as:

2763 White Sage Drive, Henderson, Nevada 89052

More particularly described as:

APN: 191-13-811-052

Lot Eighty-Five (85) in Block 4, of SUN CITY ANTHEM UNIT #19 PHASE 2, as shown by map thereof on file in Book 102 of Plats, Page 80, in the Office of the County Recorder of Clark County, Nevada.

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

Grantor Yeun Lee Manager

State of Nevada)
) ss
County of Clark)

On this 8th day of June, 2015, before me, Claynne M. Corwin, a notary public in and for the County of Clark, State of Nevada, did personally appear before me the person of Thomas Lucas, Manager of Opportunity Homes LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this Quitclaim Deed; and, acknowledged to me that he executed the same in his capacity, and that by his signature on this instrument did execute the same.

NOTARY PUBLIC
CLAYNNE M. CORWIN
STATE OF NEVADA - COUNTY OF CLARK
MY APPOINTMENT EXP. APRIL 12, 2016
No: 04-08240-1

WITNESS my hand and official seal.

Signature: Claynne M. Corwin

No 04-08240-1
April 12, 2016

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s)
   a. 191-13-811-052
   b.
   c.
   d.
2. Type of Property:
   a. [ ] Vacant Land b. [X] Single Fam. Res.
   c. [ ] Condo/Twnhse d. [ ] 2-4 Plex
   e. [ ] Apt. Bldg f. [ ] Comm'l/Ind'l
   g. [ ] Agricultural h. [ ] Mobile Home
   [ ] Other

FOR RECORDERS OPTIONAL USE ONLY
Book _____ Page: _____
Date of Recording: _____
Notes:

3.a. Total Value/Sales Price of Property $ 270,000
b. Deed in Lieu of Foreclosure Only (value of property (_____)
c. Transfer Tax Value: $
d. Real Property Transfer Tax Due $ 1377.00

4. If Exemption Claimed:
a. Transfer Tax Exemption per NRS 375.090, Section _____
b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: 100 %

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

Signature [signature] Capacity: Manager

Signature _____ Capacity: _____

SELLER (GRANTOR) INFORMATION (REQUIRED)
Print Name: F. Bondurant LLC
Address: 10781 W. Twain
City: Las Vegas
State: Nevada Zip: 89135

BUYER (GRANTEE) INFORMATION (REQUIRED)
Print Name: Joel A Stokes and Sandra Stokes Jimijack Irrevocable Trust
Address: 5 Summit Walk Trail
City: Henderson
State: Nevada Zip: 89052

COMPANY/PERSON REQUESTING RECORDING (Required if not seller or buyer)
Print Name: Robert Goldsmith
Address: 446 Beautiful Hill
City: Las Vegas
Escrow #
State: Nevada Zip: 89138

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

MORTENSON & RAFIE

ATTORNEYS AT LAW
a limited liability partnership
† Admitted in Nevada
‡ Admitted in Utah
∞ Admitted in Arizona

DARIUS F. RAFIE, ESQ. † ‡
PETER B. MORTENSON, ESQ. †
LAUREN A. BARBARUOLO, ESQ. †∞
MICHAEL V. CASTILLO, ESQ. †

10781 WEST TWAIN AVENUE
LAS VEGAS, NEVADA 89135
TELEPHONE: (702) 363-4190
FACSIMILE: (702) 363-4107
E-MAIL: MORTENSONANDRAFIE@NVLAW.US

January 5, 2017

Nona Tobin
2664 Oliva Heights Avenue
Henderson, Nevada 89052

Via U. S. Mail
and U. S. Certified Mail Return Receipt Requested 7014 0150 0000 6574 5812

Re: CluAynne M. Corwin
Notary Public State of Nevada
Certificate Number 04-88240-1

Dear Ms. Tobin:

We are in receipt of correspondence dated December 28, 2016, which was faxed to our office and sent to Ms. Corwin's office e-mail address. Ms. Corwin is also in receipt of correspondence dated January 3, 2017, which was sent to her home address via U. S. Certified Mail.

First and foremost, Ms. Corwin did act and will continue to act as an agent and employee of the Law Office of Mortenson & Rafie, LLP, and as such she should only be contacted via means associated with the Law Office of Mortenson & Rafie, LLP. Please immediately cease and desist from contacting Ms. Corwin in any manner at her home address.

Second, the certificate number that you have indicated in your December 28, 2016 and January 3, 2017, correspondence is incorrect. You have stated that Ms. Corwin's Notary Public State of Nevada Certificate Number is 04-08240-1 when in fact her Notary Public State of Nevada Certificate Number is 04-88240-1.

Third, going forward should you wish to inspect her Notary Journal or speak to her in person, you will need to first contact our office and make an appointment. In the future any meeting with Ms. Corwin will also include myself in the capacity of her employer. Also, to confirm your statement contained in the December 28, 2016, correspondence is accurate that you inspected her Notary Journal on June 8, 2016. Therefore, her compliance with your previous request has been fulfilled.

Fourth, the language contained in your January 5, 2017, correspondence wherein you state "your lack of compliance with the Nevada notary law will not be tolerated", can only be interpreted as a threat. Should any future written or verbal communications contain any such manner of a threat the appropriate authorities will be contacted.

Finally, with regard to the requests made in your letters, please find enclosed a certified copy Ms. Corwin's Notary Journal page documenting Mr. Amir Mahdi Hujjatallah's signature dated September 11, 2015. This is the only Notary Journal entry we are able to provide you at this time.

Our office has been in contact with the Nevada Secretary of State's office with regard to your communications and have been advised appropriately as to the steps to be taken to comply with your requests.

We expect this responsive correspondence to conclude this matter and that no further communications relating to this matter should be warranted.

Sincerely,
MORTENSON & RAFIE, LLP

Peter B. Mortenson, Esq.

PBM
Enclosure
Cc: Joseph Hong, Esq.

Gmail

Nona Tobin <nonatobin@gmail.com>

Peter Mortenson letter re CluAynne notarizing Amir's signature

1 message

Nona Tobin <nonatobin@gmail.com> Mon, Jan 9, 2017 at 11:54 AM
To: Irma mendez <centuryhomes90@gmail.com>

This is crazy. Peter scheduled a meeting with me (at my insistence) tomorrow at 4 PM in his office so I can inspect the notary book. I bet after this letter, he'll try to cancel. I don't know what type of ID she is claiming Amir used, and I really don't get why the copy was certified by a different notary.

I am going to send a fax to Hong and Debra Batesel (Hong's employee who notarized another quit claim getting Bruce's house to the Stokes) telling her that I want to inspect her book at the same time. She has not responded to my fax on 12/28/16 or phone call, first class letter or certified letter on 1/3/17.

Hong's office at 10781 W. Twain where all these people work uses Peter Mortenson's receptionist to answer Hong's phones (702) 870-1777. I called on 1/3/17 both to talk to Hong about why he didn't approve the proposed order on my motion and to make an appointment with Debra to review her notary journal, and there was no answer, no voice mail, no answering service. I called Peter Mortenson's phone number, and the receptionist said they were not in. I asked for a new number to the office, and she said there wasn't one.

When I went into the office on 1/5/17, I asked for Debra, but she wasn't in. I asked if she physically worked in the building, and according to the receptionist, Debra does work in the office.

When I commented to the receptionist about the phone just ringing, she looked a little irritated. She said she didn't actually work for Hong; she was their "concierge" and sometimes she just let it ring on. I also picked up a card that has Hong's cell on it (702) 336-7001 in case you need it.

After tomorrow's meeting, I am going to complete my affidavit and take it down to the District Attorney on Wed.
Nona

20170105 ltr P Mortenson.pdf
901K

AA 001774

EXHIBIT 11

EXHIBIT 11

EXHIBIT 12

EXHIBIT 12

EXHIBIT 13

EXHIBIT 13

EXHIBIT 14

EXHIBIT 14

Electronically Filed
3/18/2019 3:23 PM
Steven D. Grierson
CLERK OF THE COURT

NITD
MELANIE D. MORGAN, ESQ.
Nevada Bar No. 8215
THERA A. COOPER, ESQ.
Nevada Bar No. 13468
AKERMAN LLP
1635 Village Center Circle, Suite 200
Las Vegas, Nevada 89134
Telephone: (702) 634-5000
Facsimile: (702) 380-8572
Email: melanie.morgan@akerman.com
Email: thera.cooper@akerman.com

Attorneys for Defendant in Intervention/Counterclaimant, Nationstar Mortgage LLC

DISTRICT COURT

CLARK COUNTY, NEVADA

JOEL A. STOKES and SANDRA F. STOKES, as trustees of the JIMIJACK IRREVOCABLE TRUST, Plaintiffs, vs. BANK OF AMERICA, N.A., Defendant, NATIONSTAR MORTGAGE LLC Counter-Claimant, vs. JIMIJACK IRREVOCABLE TRUST, Counter-Defendant,	Case No.: A-15-720032-C Consolidated with: A-16-730078-C Dept No. XXXI **NATIONSTAR MORTGAGE LLC'S THREE DAY NOTICE OF INTENT TO TAKE DEFAULT AGAINST JIMIJACK IRREVOCABLE TRUST**

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

NONA TOBIN, an individual, and Trustee of the GORDON B. HANSEN TRUST. Dated 8/22/08,

Counter-Claimant,

vs.

JOEL A. STOKES and SANDRA F. STOKES, as trustees of the JIMIJACK IRREVOCABLE TRUST, SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC., YUEN K. LEE, an Individual, d/b/a Manager, F. BONDURANT, LLC, and DOES 1-10, and ROE CORPORATIONS 1-10, inclusive,

Counter-Defendants.

PLEASE TAKE NOTICE that Counterclaimant Nationstar Mortgage LLC (**Nationstar**) by and through its attorneys at the law firm AKERMAN LLP, intends to take the Default of Counter-Defendant Jimijack Irrevocable Trust (**Jimijack**) unless Jimijack files an answer or other responsive pleading to Nationstar's Answer to Plaintiff's Complaint and Counterclaim within three (3) days of this notice.

DATED March 18, 2019

AKERMAN LLP

/s/Melanie D. Morgan

MELANIE D. MORGAN, ESQ.
Nevada Bar No. 8215
THERA A. COOPER, ESQ.
Nevada Bar No. 13468
1635 Village Center Circle, Suite 200
Las Vegas, NV 89134

Attorneys for Defendant in Intervention/Counterclaimant, Nationstar Mortgage LLC

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

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 18th day of March, 2019 and pursuant to NRCP 5(b), I served via the Clark County electronic filing system a true and correct copy of the foregoing **NATIONSTAR MORTGAGE LLC'S THREE DAY NOTICE OF INTENT TO TAKE DEFAULT AGAINST JIMIJACK IRREVOCABLE TRUST**, addressed to:

Michael R. Mushkin & Associates	
L. Joe Coppedge	joe@mushlaw.com
Karen L. Foley	karen@mushlaw.com
Michael R. Mushkin	michael@mushlaw.com
Lipson Neilson P.C.	
Susana Nutt	snutt@lipsonneilson.com
Renee Rittenhouse	rrittenhouse@lipsonneilson.com
Kaleb Anderson	kanderson@lipsonneilson.com
David Ochoa	dochoa@lipsonneilson.com
Ashley Scott-Johnson	ascott-johnson@lipsonneilson.com
Medrala Law Firm, PLLC	
Jakub P Medrala	jmedrala@medralaw.com
Shuchi Patel	spatel@medralaw.com
Office	admin@medralaw.com
Hong & Hong APLC	
Joseph Y. Hong, Esq.	yosuphonglaw@gmail.com
Nona Tobin	nonatobin@gmail.com
Wright Finlay & Zak LLP	
Jason Craig	jcraig@wrightlegal.net
Michael Kelley	mkelley@wrightlegal.net
NVEfile	nvefile@wrightlegal.net

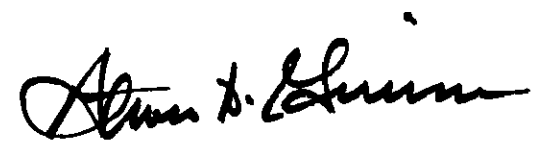
/s/ Jill Sallade
An employee of AKERMAN LLP

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

EXHIBIT 15

EXHIBIT 15

Electronically Filed
03/07/2017 10:28:34 PM



CLERK OF THE COURT

TDN
NONA TOBIN, Trustee
Gordon B. Hansen Trust, Dated 8/22/08
2664 Olivia Heights Avenue
Henderson NV 89052
Phone: (702) 465-2199
nonatobin@gmail.com
Defendant-in-Intervention/Counterclaimant,
In Proper Person

DISTRICT COURT
CLARK COUNTY, NEVADA

JOEL A. STOKES and SANDRA F. STOKES, as trustees of the JIMIJACK IRREVOCABLE TRUST, Plaintiffs, vs. BANK OF AMERICA, N.A.; SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC.; DOES 1 through X and ROE BUSINESS ENTITIES 1 through 10, inclusive, Defendants.	Case No.: A-15-720032-C Dept. No.: XXXI **THREE DAY NOTICE OF INTENT TO TAKE DEFAULT**
NATIONSTAR MORTGAGE, LLC, Counter-Claimant, Vs. JIMIJACK IRREVOCABLE TRUST; OPPORTUNITY HOMES, LLC, a Nevada limited liability company; F. BONDURANT, LLC, a Nevada limited liability company; DOES I through X, inclusive; and ROE CORPORATIONS XI THROUGH XX, inclusive, Counter-Defendants	

NONA TOBIN, an individual, Trustee of the GORDON B. HANSEN TRUST, dated 8/22/08

Cross-Claimant,

vs.

SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC., DOES 1-10, and ROE CORPORATIONS 1-10, inclusive,

Cross-Defendants.

THREE DAY NOTICE OF INTENT TO TAKE DEFAULT

TO: JOEL A. STOKES and SANDRA F. STOKES, as trustees of the JIMIJACK IRREVOCABLE TRUST, Plaintiffs/Counter-Defendants; and

TO: JOSEPH Y. HONG, ESQ., attorney for Plaintiffs/Counter-Defendants.

Please take notice that the Counterclaimant, Nona Tobin, intends to take the Default of the Counter-Defendant above named unless an Answer or other responsive pleading is filed herein on or before three (3) days from the date of this Notice.

Dated this 7th day of March, 2017.

/s/ Nona Tobin

NONA TOBIN, Trustee
Gordon B. Hansen Trust, Dated 8/22/08
2664 Olivia Heights Avenue
Henderson NV 89052
Phone: (702) 465-2199
nonatobin@gmail.com
Defendant-in-Intervention, Cross-Claimant
In Proper Person

CERTIFICATE OF SERVICE

I, NONA TOBIN, hereby certify that on this 7th day of March, 2017, I served the attached THREE DAY NOTICE OF INTENT TO TAKE DEFAULT, to all parties via the Court's Wiznet electronic filing and e-mail service system.

/s/ Nona Tobin
NONA TOBIN, Cross-claimant

20030731
.04442

28

STATE OF NEVADA
DECLARATION OF VALUE

1. **Assessor Parcel Number(s):**
   a) 191-13-811-052
   b)
   c)
   d)

FOR RECORDERS OPTIONAL USE ONLY
Document/Instrument# ____
Book: ____ Page: ____
Date of Recording: ____
Notes: ____

2. **Type of Property:**
   a) ☐ Vacant Land b) ☒ Single Family Residence
   c) ☐ Condo/Townhouse d) ☐ 2-4 Plex
   e) ☐ Apartment Building f) ☐ Commercial/Industrial
   g) ☐ Agricultural h) ☐ Mobile Home
   i) ☐ Other

3. **Total Value/Sales Price of Property:** $388,311.02
4. Deed in Lieu of Foreclosure Only (value of property) $____
5. Transfer Tax Value: $388,311.02
6. Real Property Transfer Tax Due: $971.25

7. **If Exemption Claimed:**
   a) Transfer Tax Exemption, per NRS 375.090, Section:
   b) Explain Reason for Exemption:

8. **Partial Interest:** Percentage being transferred: ____%

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

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature ____ **Capacity:** **GRANTOR**

Signature ____ **Capacity:** **GRANTEE**

SELLER (GRANTOR) INFORMATION (REQUIRED)	BUYER (GRANTEE) INFORMATION (REQUIRED)
Print Name: DEL WEBB COMMUNITIES, INC.	**Print Name:** Hansen
Address: 11500 SOUTH EASTERN AVENUE	**Address:** 2763 White Sage Dr.
City: HENDERSON	**City:** Henderson
State: NEVADA **Zip:** 89052	**State:** NV **Zip:** 89052

COMPANY/PERSON REQUESTING RECORDING
LAWYERS TITLE OF NEVADA, INC., ESCROW NO.: 03-05-1663-AZ
1210 SOUTH VALLEY VIEW BLVD., ESCROW OFFICER: DAPHNE WRIGHT & CATHERINE AGANOS
LAS VEGAS, NV 89102

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)

4442

20030731
.04442

CLARK COUNTY, NEVADA
FRANCES DEANE, RECORDER

RECORDED AT THE REQUEST OF
LAWYERS TITLE OF NEVADA

07-31-2003 14:08 CAB

OFFICIAL RECORDS

BOOK/INSTR:20030731-04442

PAGE COUNT: 3

FEE: 16.00
RPTT: 971.25

APN: 191-13-811-052
R.P.T.T. $ 971.25

LAND AMERICA / LAWYERS TITLE:
WHEN RECORDED RETURN TO &
MAIL TAX STATEMENTS TO:
City First Mtg Serv.
379 W. 5003.
Bountiful, UT 84010

GRANT, BARGAIN AND SALE DEED

THIS INDENTURE WITNESSETH: That **DEL WEBB COMMUNITIES, INC., an Arizona Corporation,** FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to

GORDON B. HANSEN AND MARILYN HANSEN, HUSBAND AND WIFE AS JOINT TENANTS

all that real property situate in the County of Clark, State of Nevada, bounded and described as follows:

See Exhibit "A" Legal Description Attached

SUBJECT TO:

1. Taxes for the fiscal year 2003-2004.
2. Rights of way, reservations restrictions, easements and conditions of record.

APN: 191-13-311-052

LAND AMERICA / LAWYERS TITLE:

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

WITNESS my hand this 30th day of July, 2003.

DEL WEBB COMMUNITIES, INC., an Arizona Corporation

BY: _____
S. O'CONNOR, Vice President

STATE OF NEVADA)
)ss:
COUNTY OF CLARK)

On this 30th day of July, 2003, personally appeared before me, a Notary Public in and for said County and State, S. O'Connor, Vice President, who acknowledged that he executed the above instrument.

WITNESS my hand and official seal.

PATRICIA LOUISE LANE
Notary Public State of Nevada
No. 01-67990-1
My appt. exp. Mar. 19, 2005

_____
NOTARY PUBLIC in and for said County and State.

ORDER NO.: 03051663

EXHIBIT a

(LEGAL)

APN#191-13-811-052

Lot Eighty-Five (85) in Block Four (4) of FINAL MAP OF SUN CITY ANTHEM UNIT NO. 19 PHASE 2, as shown by map thereof on file in Book 102 of Plats, Page 80, in the Office of the County Recorder, Clark County, Nevada.

20030731
.04443

CLARK COUNTY, NEVADA
FRANCES DEANE, RECORDER

RECORDED AT THE REQUEST OF:
LAWYERS TITLE OF NEVADA

07-31-2003 14:08 CAB

OFFICIAL RECORDS

BOOK/INSTR:20030731-04443

PAGE COUNT: 4

FEE: 42.00
RPTT: .00

NON-COMPLIANCE CHARGE INC: 25.00

C4

APN# 191-13-811-052

Recording Requested by and Return to:

Name LAWYERS TITLE OF NEVADA, INC.

Address 1210 S. VALLEY VIEW BLVD

City/State/Zip LAS VEGAS, NV 89102

POWER OF ATTORNEY
(Title on Document)

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

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

SPECIAL INSTRUCTIONS:

ON THE FOLLOWING LINES YOU MAY GIVE SPECIAL INSTRUCTIONS LIMITING OR EXTENDING THE POWERS GRANTED TO YOUR AGENT.

LIMITED TO EXECUTING LOAN DOCUMENTS FOR PURCHASE OF HOME LOCATED AT 2763 WHITE SAGE DR., HENDERSON, NEVADA 89052. POWER OF ATTORNEY NULL & VOID UPON COMPLETION OF REAL ESTATE TRANSACTION.

UNLESS YOU DIRECT OTHERWISE ABOVE, THIS POWER OF ATTORNEY IS EFFECTIVE IMMEDIATELY AND WILL CONTINUE UNTIL IT IS REVOKED.

This power of attorney will continue to be effective even though I become incapacitated.

STRIKE THE PRECEDING SENTENCE IF YOU DO NOT WANT THIS POWER OF ATTORNEY TO CONTINUE IF YOU BECOME INCAPACITATED.

EXERCISE OF POWER OF ATTORNEY WHERE MORE THAN ONE AGENT DESIGNATED

If I have designated more than one agent, the agents are to act N/A

IF YOU APPOINTED MORE THAN ONE AGENT AND YOU WANT EACH AGENT TO BE ABLE TO ACT ALONE WITHOUT THE OTHER AGENT JOINING, WRITE THE WORD "SEPARATELY" IN THE BLANK SPACE ABOVE. IF YOU DO NOT INSERT ANY WORD IN THE BLANK SPACE, OR IF YOU INSERT THE WORD "JOINTLY", THEN ALL OF YOUR AGENTS MUST ACT OR SIGN TOGETHER.

I agree that any third party who receives a copy of this document may act under it. Revocation of the power of attorney is not effective as to a third party until the third party has actual knowledge of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney.

Signed this 22 day of July, 2003

Marilyn I. Hansen
Your Signature

527-76-6071
Your Social Security Number

State of California
County of Ventura } ss.

On 7-22-03 before me, Susan E. Verdi, Notary Public (here insert name and title of the officer),

personally appeared MARILYN I. HANSEN

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me all that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Susan E. Verdi
Commission # 1280972
Notary Public - California
Ventura County
My Comm. Expires Jan 1, 2007

Signature Susan E Verdi

(this area within border)

RECORDING REQUESTED BY

20030731
.04443

MAIL TAX STATEMENTS TO:
AND WHEN RECORDED MAIL TO

APN#191-13-811-052

Name: Mr. & Mrs. Hansen
Address: 2763 White Sage Drive
City & State: Henderson, NV 89052

SPACE ABOVE THIS LINE FOR RECORDER'S USE

TI-150 (Rev. 4/94) D

UNIFORM STATUTORY FORM POWER OF ATTORNEY
(California Civil Code Sec. 2475)

NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE EXPLAINED IN THE UNIFORM STATUTORY FORM POWER OF ATTORNEY ACT (CALIFORNIA CIVIL CODE SECTIONS 2475-2499.5., INCLUSIVE). IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH-CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO.

I MARILYN I. HANSEN, 3700 DEAN DR #1704, VENTURA, CA. 93003
(your name and address)

appoint GORDON B. HANSEN, 1616 LANGSTON HUGHES DR.
HENDERSON, NEVADA 89052

(name and address of the person appointed, or of each person appointed if you want to designate more than one)

as my agent (attorney-in-fact) to act for me in any lawful way with respect to the following initialed subjects:

TO GRANT ALL OF THE FOLLOWING POWERS, INITIAL THE LINE IN FRONT OF (N) AND IGNORE THE LINES IN FRONT OF THE OTHER POWERS.

TO GRANT ONE OR MORE, BUT FEWER THAN ALL, OF THE FOLLOWING POWERS, INITIAL THE LINE IN FRONT OF EACH POWER YOU ARE GRANTING.

TO WITHHOLD A POWER, DO NOT INITIAL THE LINE IN FRONT OF IT. YOU MAY, BUT NEED NOT, CROSS OUT EACH POWER WITHHELD.

INITIAL

M.H. (A) Real property transactions.
___ (B) Tangible personal property transactions.
___ (C) Stock and bond transactions.
___ (D) Commodity and option transactions.
___ (E) Banking and other financial institution transactions.
___ (F) Business operating transactions.
___ (G) Insurance and annuity transactions.
___ (H) Estate, trust, and other beneficiary

INITIAL

___ (I) Claims and litigation.
___ (J) Personal and family maintenance.
___ (K) Benefits from social security, medicare, medicaid, or other governmental programs, or civil or military service.
___ (L) Retirement plan transactions.
___ (M) Tax matters.
___ (N) ALL OF THE POWERS LISTED ABOVE.

[illegible] INITIAL ANY OTHER LINES IF YOU INITIAL LINE (N).

ORDER NO.: 03051663

EXHIBIT a

(LEGAL)

APN#191-13-811-052

Lot Eighty-Five (85) in Block Four (4) of FINAL MAP OF SUN CITY ANTHEM UNIT NO. 19 PHASE 2, as shown by map thereof on file in Book 102 of Plats, Page 80, in the Office of the County Recorder, Clark County, Nevada.

20040611-0005547
Fee: $42.00 RPTT: Exempt
06/11/2004 16:45:35 T20040036379
Req: REBECCA P WALLACE
Frances Deane
Clark County Recorder Pgs 4

APN# 191-13-811-052
11 digit number may be obtained at:
http://sandgate.co.clark.nv.us/cics/Assessor/owner.htm

COVER PAGE, DECLARATION OF VALUE

QUITCLAIM DEED

Type of Document
(Example: Declaration of Homestead, Quit Claim Deed, etc.)

C4

Recording requested by:

Rebecca P. Wallace, ESQ.

Return to:

Name Rebecca P. Wallace, Esq.

Address 1001 Whitney Ranch Dr. #140

City/State/Zip Henderson, NV 89014

This page added to provide additional information required by NRS 111.312 Sections 1-2
(An additional recording fee of $1.00 will apply.)

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

(03/20/03)

QUITCLAIM DEED

APN#: 191-13-811-052

THIS QUITCLAIM DEED, Executed this _____ day of _____, 2004 by first party, Gordon B. Hansen & Marilyn Hansen, whose post office address is 2763 White Sage Drive, Henderson, Nevada 89052, to second party, Gordon B. Hansen, whose post office address is 2763 White Sage Drive, Henderson, Nevada 89052.

WITNESSETH That the said first party, for good consideration and for the sum of One and 00/100********** Dollars ($1.00) paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the said second party forever, all the right, title, interest and claim which the said first party has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of Clark, State of Nevada, to wit:

Assessor Description: LOT EIGHTY-FIVE (85) IN BLOCK FOUR (4) OF FINAL MAP OF SUN CITY ANTHEM UNIT NO. 19 PHASE 2, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 102 OF PLATS, PAGE 80, IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

Property Address: 2763 White Sage Drive
Henderson, Nevada 89052

APN: 191-13-811-052

RECORDING REQUESTED BY:

REBECCA P. WALLACE, ESQ.
1001 Whitney Ranch Dr. #140
Henderson, Nevada 89014

WHEN RECORDED MAIL TO:

REBECCA P. WALLACE, ESQ.
1001 Whitney Ranch Dr. #140
Henderson, Nevada 89014

MAIL TAX STATEMENTS TO:

GORDON B. HANSEN
2763 White Sage Drive
Henderson, Nevada 89052

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written. Signed, sealed and delivered in presence of:

Signature of Witness — Signature of First Party

Print name of Witness — Marilyn Hansen
Print name of First Party

Signature of Witness — Signature of Second Party

Print name of Witness — Gordon B. Hansen
Print name of Second Party

State of Nevada)
County of Clark)

On June 9, 2004 before me, Cynthia L. Beard (name of Notary) appeared Marilyn I. Hansen (name of First Party) personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.

(Seal)

Signature of Notary

Affiant ___ Known X Produced ID
Type of ID NV DL

State of Nevada)
County of Clark)

On June 9th 2004 before me, Sandra Palmer (name of Notary) appeared Gordon B. Hansen (name of Second Party) personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
SANDRA A. PALMER
Appt. No. 03-79307-1
My Appt. Expires Dec. 9, 2006

Signature of Notary

Affiant X Known ___ Produced ID
Type of ID NV DL

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s)
   a) 191-13-811-052
   b)
   c)
   d)

2. Type of Property:
   a) [ ] Vacant Land b) [X] Single Fam. Res.
   c) [ ] Condo/Twnhse d) [ ] 2-4 Plex
   e) [ ] Apt. Bldg f) [ ] Comm'l/Ind'l
   g) [ ] Agricultural h) [ ] Mobile Home
   [ ] Other

FOR RECORDERS OPTIONAL USE ONLY
Document/Instrument #
Book Page
Date of Recording:
Notes

3. Total Value/Sales Price of Property $
   Deed in Lieu of Foreclosure Only (value of property) ( )
   Transfer Tax Value: $
   Real Property Transfer Tax Due $

4. If Exemption Claimed:
   a. Transfer Tax Exemption per NRS 375.090, Section 5
   b. Explain Reason for Exemption: Pursuant to Decree of Divorce

5. Partial Interest: Percentage being transferred: ____ %

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

Signature Marilyn Hansen Capacity Grantor
Signature Gordon B. Hansen Capacity Grantee

SELLER (GRANTOR) INFORMATION (REQUIRED)	BUYER (GRANTEE) INFORMATION (REQUIRED)
Print Name: Marilyn Hansen	Print Name: Gordon B. Hansen
Address: 2763 White Sage Dr.	Address: 2763 White Sage Dr.
City: Henderson	City: Henderson
State: NV Zip: 89052	State: NV Zip: 89052

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)
Print Name: Rebecca P. Wallace, Esq. Escrow #
Address: 1001 Whitney Ranch Dr. #140
City: Henderson State: NV Zip: 89014

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

5547

20040722-0003507
Fee $30.00
07/22/2004 13:32:20 T20040066760
Rec. LAND TITLE OF NEVADA
Frances Deane
Clark County Recorder Pgs: 17

24 17

After Recording Return To:
FLAGSTAR BANK
5151 CORPORATE DRIVE
TROY, MI 48098
FINAL DOCUMENTS, MAIL STOP W-530-3

MAIL TAX STATEMENT TO: WESTERN THRIFT & LOAN
1101 W MOANA, SUITE 2, RENO, NV 89509.

APN #: 191-13-811-052

4/4/2005 DLD [Space Above This Line For Recording Data]

DEED OF TRUST

V1 WBCD LOAN # 500185232

MIN 100052550018523257

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 JULY 15, 2004, together with all Riders to this document.
(B) "Borrower" is GORDON B. HANSEN, An Unmarried Man.

Borrower is the trustor under this Security Instrument.
Initials:

(C) "Lender" is WESTERN THRIFT & LOAN.

Lender is a FEDERALLY CHARTERED SAVINGS BANK, organized and existing under the laws of NEVADA. Lender's address is 1101 W NOANA, SUITE 2RENO, NV 89509.

(D) "Trustee" is JOAN R. ANDERSON.

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

(F) "Note" means the promissory note signed by Borrower and dated JULY 15, 2004. The Note states that Borrower owes Lender ******FOUR HUNDRED THIRTY SIX THOUSAND AND NO/100********** Dollars (U.S. $436,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than AUGUST 1, 2034.

(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]:

- [ ] Adjustable Rate Rider
- [ ] Balloon Rider
- [ ] 1-4 Family Rider
- [ ] V.A. Rider
- [ ] Condominium Rider
- [x] Planned Unit Development Rider
- [ ] Biweekly Payment Rider
- [ ] Second Home Rider
- [ ] Other(s) [specify]

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

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

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

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

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

Initials: BH

AA 001799
CLARK,NV Page 2 of 17 Printed on 5/20/2019 11:02:24 AM
Document: DOT 2004.0722.3507
COT014
415

(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.

TRANSFER OF RIGHTS IN THE PROPERTY
The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the COUNTY
[Type of Recording Jurisdiction] of Clark [Name of Recording Jurisdiction]:
LOT EIGHTY-FIVE (85) IN BLOCK FOUR (4) OF FINAL MAP OF SUN CITY ANTHEM UNIT NO. 19 PHASE 2, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 102 OF PLATS, PAGE 80, IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.
APN #: 191-13-811-052

which currently has the address of 2763 White Sage Dr, Henderson,
[Street] [City]
Nevada 89052 ("Property Address"):
[Zip Code]

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

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

Initials: _____

AA 001800
CLARK,NV Page 3 of 17 Printed on 5/20/2019 11:02:24 AM
Document: DOT 2004.0722.3507
COT015
416

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

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

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

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

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

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

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

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of

Initials: BSR

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.

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

Initials:

CLARK,NV Page 5 of 17 Printed on 5/20/2019 11:02:25 AM
Document: DOT 2004.0722.3507
AA 001802
COT017
418

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

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

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

Initials: DJB

CLARK,NV Page 6 of 17 Printed on 5/20/2019 11:02:25 AM
Document: DOT 2004.0722.3507
AA 001803
CO018
419

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.

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

Initials: _____

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. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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

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

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

As a result of these agreements, Lender, any purchaser of the note, another insurer, any reinsurer, any other entity, or 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

Initials:

AA 001805
CLARK,NV Page 8 of 17 Printed on 5/20/2019 11:02:26 AM
Document: DOT 2004.0722.3507
COT020
421

provided 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.

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

Initials: _____

CLARK,NV Page 9 of 17 Printed on 5/20/2019 11:02:26 AM
Document: DOT 2004.0722.3507
CO1021
422
AA 001806

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 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

Initials: BB

CLARK,NV Page 10 of 17 Printed on 5/20/2019 11:02:26 AM
Document: DOT 2004.0722.3507
AA 001807
CO1022
423

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

Initials: JBR

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

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be 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

Initials:

CLARK,NV Page 12 of 17 Printed on 5/20/2019 11:02:27 AM
Document: DOT 2004.0722.3507
AA 001809
COT024
425

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.

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. $ N/A.

Initials: BH

CLARK,NV Page 13 of 17 Printed on 5/20/2019 11:02:27 AM
Document: DOT 2004.0722.3507
AA 001810
CO T025
426

V1 WBCD LOAN # 500185232

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.

_____ (Seal)
GORDON HANSEN

State of NEVADA
County of CLARK

This instrument was acknowledged before me on JULY 16, 204 (date)
by Gordon Hansen
_____
_____
(name(s) of person(s)).

(Seal, if any)

_____
(Signature of notarial officer)

RHONDA FARMER
Notary Public State of Nevada
No. 94-1429-1
My appt. exp. July 8, 2006

Title (and rank): NOTARY Public

CLARK,NV Page 14 of 17 Printed on 5/20/2019 11:02:27 AM
Document: DOT 2004.0722.3507
AA 001811
COT026
427

V1 WBCD LOAN # 500105232
MIN: 100052550018523257

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 15TH day of JULY, 2004 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to WESTERN THRIFT & LOAN, A FEDERALLY CHARTERED SAVINGS BANK

(the "Lender")
of the same date and covering the Property described in the Security Instrument and located at: 2763 White Sage Dr, Henderson, NV 89052.

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in COVENANTS, CONDITIONS AND RESTRICTIONS

(the "Declaration").

The Property is a part of a planned unit development known as sun city anthem

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards

Initials: BP

included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

Initials:

CLARK,NV Page 16 of 17 Printed on 5/20/2019 11:02:28 AM
Document: DOT 2004.0722.3507
AA 001813
CO T028
429

V1 NBCD LOAN # 500185232

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

_____ (Seal)
GORDON HANSEN

CLARK,NV Page 17 of 17 Printed on 5/20/2019 11:02:28 AM
Document: DOT 2004.0722.3507
AA 001814
COT029
430

Inst #: 201204120001883
Fees: $18.00
N/C Fee: $0.00
04/12/2012 01:18:35 PM
Receipt #: 1128316
Requestor:
FIRST AMERICAN
Recorded By: SOL Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

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

DocID# **4068258423414993**
Tax ID: **191-13-811-052**
Property Address:
2763 White Sage Dr
Henderson, NV 89052-7093
NV0-ADT 17710927 4/2/2012

(2)

This space for Recorder's use

MIN #: 100052550018523257 MERS Phone #: 888-679-6377

ASSIGNMENT OF DEED OF TRUST

For Value Received, the undersigned holder of a Deed of Trust (herein "Assignor") whose address is **1901 E Voorhees Street, Suite C, Danville, IL 61834** does hereby grant, sell, assign, transfer and convey unto **BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP** whose address is **9062 OLD ANNAPOLIS, COLUMBIA , MD 21045** all beneficial interest under that certain Deed of Trust described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Deed of Trust.

Original Lender: **WESTERN THRIFT & LOAN**
Made By: **GORDON B. HANSEN, AN UNMARRIED MAN**
Trustee: **JOAN H. ANDERSON**
Date of Deed of Trust: **7/15/2004** Original Loan Amount: **$436,000.00**

Recorded in **Clark County**, NV on: **7/22/2004**, book **N/A**, page **N/A** and instrument number **20040722-0003507**

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

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Deed of Trust to be executed on APR 04 2012

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

By: Youda Crain
Youda Crain
Assistant Secretary

State of California
County of Ventura

On APR 04 2012 before me, Teresa D. Williams, Notary Public, personally appeared YOUDA CRAIN

, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Teresa D. Williams

Notary Public: Teresa D. Williams (Seal)
My Commission Expires: 12-31-2014

TERESA D. WILLIAMS
COMM. # 1919662
NOTARY PUBLIC CALIFORNIA
SAN BERNARDINO COUNTY
My comm. expires Dec. 31, 2014

DocID# 4068258423414993

Inst #: 20140909-0000974
Fees: $18.00
N/C Fee: $0.00
09/09/2014 11:08:50 AM
Receipt #: 2146472
Requestor:
CORELOGIC
Recorded By: MJM Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

Recording Requested By:
Bank of America
Prepared By: **Ralph Flores**
800-444-4302

When recorded mail to:
CoreLogic
Mail Stop: ASGN
1 CoreLogic Drive
Westlake, TX 76262-9823

DocID# **9028258423410976**
Tax ID: **191-13-811-052**
Property Address:
2763 White Sage Dr
Henderson, NV 89052-7093
NV0-ADT 30021075 7/28/2014 NFHASE2

This space for Recorder's use

ASSIGNMENT OF DEED OF TRUST

For Value Received, the undersigned holder of a Deed of Trust (herein "Assignor") whose address is **C/O BAC, M/C: CA6-914-01-43, 1800 Tapo Canyon Road, Simi Valley, CA 93063** does hereby grant, sell, assign, transfer and convey unto **WELLS FARGO BANK, NATIONAL ASSOCIATION, AS SUCCESSOR TO WACHOVIA BANK, NATIONAL ASSOCIATION FKA FIRST UNION NATIONAL BANK** whose address is **C/O BAC, M/C: CA6-914-01-43, 1800 Tapo Canyon Road, Simi Valley, CA 93063** all beneficial interest under that certain Deed of Trust described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Deed of Trust.

Beneficiary: **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR WESTERN THRIFT & LOAN, ITS SUCCESSORS AND ASSIGNS**
Made By: **GORDON B. HANSEN, AN UNMARRIED MAN**
Trustee: **JOAN H. ANDERSON**
Date of Deed of Trust: **7/15/2004** Original Loan Amount: **$436,000.00**

Recorded in **Clark County, NV** on: **7/22/2004**, book **N/A**, page **N/A** and instrument number **20040722-0003507**

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

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Deed of Trust to be executed on
AUG 21 2014

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

By: _____
Srbui Muradyan
Assistant Vice President

State of **California**
County of **Ventura**

On AUG 2 1 2014 before me, Victoria Cook, Notary Public, personally appeared Srbui Muradyan, who proved to me on the basis of satisfactory evidence to be the person (s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

VICTORIA COOK
Commission # 1982192
Notary Public - California
Ventura County
My Comm. Expires Jun 28, 2016

Notary Public: Victoria Cook (Seal)
My Commission Expires: 6/28/16

DocID# **9028258423410976**

Inst #: 20141201-0000518
Fees: $18.00
N/C Fee: $0.00
12/01/2014 09:00:43 AM
Receipt #: 2235133
Requestor:
NATIONSTAR MORTGAGE
Recorded By: SAC Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

(2)

Assessor's/Tax ID No. 191-13-811-052

Recording Requested By:
Nationstar Mortgage

When Recorded Return To:
DOCUMENT ADMINISTRATION
Nationstar Mortgage
2617 COLLEGE PARK
SCOTTSBLUFF, NE 69361

CORPORATE ASSIGNMENT OF DEED OF TRUST

Clark, Nevada
SELLER'S SERVICING #:0618315261 "HANSEN"

THE UNDERSIGNED DOES HEREBY AFFIRM THAT THIS DOCUMENT SUBMITTED FOR RECORDING DOES NOT CONTAIN PERSONAL INFORMATION ABOUT ANY PERSON.

Date of Assignment: October 23rd, 2014
Assignor: BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING LP, BY NATIONSTAR MORTGAGE LLC ITS ATTORNEY-IN-FACT at 350 HIGHLAND DRIVE, LEWISVILLE, TX 75067
Assignee: NATIONSTAR MORTGAGE LLC at 350 HIGHLAND DRIVE, LEWISVILLE, TX 75067

Executed By: GORDON B. HANSEN, AN UNMARRIED MAN. To: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR WESTERN THRIFT & LOAN
Date of Deed of Trust: 07/15/2004 Recorded: 07/22/2004 in Book: 20040722 as Instrument No.: 0003507 In the County of Clark, State of Nevada.

Assessor's/Tax ID No. 191-13-811-052

Property Address: 2763 WHITE SAGE DR, HENDERSON, NV 89052

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said Assignor hereby assigns unto the above-named Assignee, the said Deed of Trust having an original principal sum of $436,000.00 with interest, secured thereby, and the full benefit of all the powers and of all the covenants and provisos therein contained, and the said Assignor hereby grants and conveys unto the said Assignee, the Assignor's interest under the Deed of Trust.

TO HAVE AND TO HOLD the said Deed of Trust, and the said property unto the said
*VSR*VSRNATN*10/23/2014 03:08:21 PM* NATT01NATNA00000000000000000521839*
NVCLARK* 0618315261 NVCLARK_TRUST_ASSIGN_ASSN * *CKNATN*

Assignee forever, subject to the terms contained in said Deed of Trust. IN WITNESS WHEREOF, the assignor has executed these presents the day and year first above written:

BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING LP, BY NATIONSTAR MORTGAGE LLC ITS ATTORNEY-IN-FACT
On 10/24/14

By: Nisha Dietrich
Nisha Dietrich,
Assistant Secretary

STATE OF Nebraska
COUNTY OF Scotts Bluff

On 10-24-2014, before me, Traci J Garton,
a Notary Public in and for Scotts Bluff in the State of Nebraska, personally appeared Nisha Dietrich, Assistant Secretary, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,

Traci J Garton
Notary Expires: 10 25 2016

GENERAL NOTARY-State of Nebraska
TRACI J GARTON
My Comm. Exp. Oct. 25, 2016

(This area for notarial seal)

Mail Tax Statements To: GORDON HANSEN, 2763 WHITE SAGE DR, HENDERSON, NV 89052

*VSR*VSRNATN*10/23/2014 03:08:21 PM* NATT01NATNA0000000000000000521839* NVCLARK* 0618315261 NVCLARK_TRUST_ASSIGN_ASSN * *CKNATN*

Inst #: 20150122-0001850
Fees: $17.00
N/C Fee: $0.00
01/22/2015 09:10:12 AM
Receipt #: 2289961
Requestor:
5 ARCH CODE COMPLIANCE LLC
Recorded By: OSA Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

APN: 191-13-811-052
LOAN NUMBER: 618315261
RECORDING REQUESTED BY:
5 ARCH CODE COMPLIANCE, LLC
WHEN RECORDED MAIL TO:

NATIONSTAR MORTGAGE, LLC
c/o 5 Arch Code Compliance, LLC
P.O. Box 7338
Newport Beach, CA 92658

496.GRC.JD.NV.RFN

REQUEST FOR NOTICE
Under NRS Chapters 107 and 116

The undersigned is a person with an interest in the real property described herein, having an interest in that certain Deed of Trust, wherein the Trustor is GORDON B. HANSEN,AN UNMARRIED MAN, the Trustee is JOAN H. ANDERSON, and the Beneficiary is MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC, which was recorded as Instrument No. 20040722-0003507 on 7/22/2004 in the Official Records of Clark County, Nevada. Pursuant to NRS 116.31168, the name(s) of the property owner(s) is/are HANSEN, ESTATE OF GORDON , and the name(s) of the common-interest community/ies is/are SUN CITY ANTHEM. This Request for Notice relates to any liens recorded against the property.

Accordingly, the undersigned hereby requests that a copy of any notice of default and a copy of any notice of sale sent pursuant to NRS Chapters 107 or 116, including but not limited to NRS 107.090 and NRS 116.31168, is mailed to the address listed below.

NATIONSTAR MORTGAGE, LLC

Gene Clark, Assistant Secretary
DATED: December 30, 2014

Address for Notices:

NATIONSTAR MORTGAGE, LLC
c/o 5 Arch Code Compliance, LLC
P.O. Box 7338
Newport Beach, CA 92658

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF ORANGE)

On December 30, 2014, before me, Jessica Delano, Notary Public, personally appeared, Gene Clark, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

JESSICA DELANO
COMM. #2089037
Notary Public - California
Orange County
My Comm. Expires Nov. 7, 2018

Inst #: 20150817-0001056
Fees: $18.00
N/C Fee: $0.00
08/17/2015 09:48:58 AM
Receipt #: 2527959
Requestor:
SPL INC.
Recorded By: GWC Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

Recording Requested By:
Title 365

When Recorded Mail To:
First American Trustee Servicing Solutions, LLC
1500 Solana Blvd, Bldg 6, 1st Floor
Westlake, TX 76262

APN: **191-13-811-052**

TS No.: **NV1500270670**
TSG No. : **730-1508685-70**
Borrower.: **GORDON B HANSEN**

SUBSTITUTION OF TRUSTEE

WHEREAS,
GORDON B. HANSEN, AN UNMARRIED MAN

was the original Trustor, **JOAN H. ANDERSON** was the original Trustee, and **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR WESTERN THRIFT & LOAN** was the original Beneficiary under that certain Deed of Trust Dated **07/15/2004** and recorded on **07/22/2004** as Instrument No. **20040722-0003507,** of Official Records of **CLARK** County, **Nevada**; and

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

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

NOW, THEREFORE, the undersigned hereby substitute, **First American Trustee Servicing Solutions, LLC** whose address is: **1500 Solana Blvd, Bldg 6, 1st Floor, Westlake, TX 76262**, as Trustee under said Deed of Trust.

Whenever the context hereof so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

SUBSTITUTION OF TRUSTEE - PAGE 2

NEVADA

TS No.: **NV1500270670**
TSG No. : **730-1508685-70**

WELLS FARGO BANK, NATIONAL ASSOCIATION, AS SUCCESSOR TO WACHOVIA BANK, NATIONAL ASSOCIATION FKA FIRST UNION NATIONAL BANK BY NATIONSTAR MORTGAGE LLC AS ITS ATTORNEY-IN-FACT

8-6-15

Rebecca C Wallace - Assistant Secretary

Date: 8-6-15

State Of: Texas

County Of: Denton

Before me, Catrina D Wofford on this day personally appeared Rebecca C Wallace, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that this person executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 6th day of August, A.D, 2015.

Catrina D Wofford (Notary Seal)

CATRINA D WOFFORD
Notary Public, State of Texas
My Commission Expires
January 13, 2016

Inst #: 20190308-0002790
Fees: $40.00
03/08/2019 02:12:46 PM
Receipt #: 3651599
Requestor:
NATIONSTAR MORTGAGE LLC
Recorded By: DECHO Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER
Src: PRIORITY MAIL
Ofc: MAIN OFFICE

Assessor's/Tax ID No. 191-13-811-052

Recording Requested By:
NATIONSTAR MORTGAGE DBA MR. COOPER

When Recorded Return To:
DOCUMENT ADMINISTRATION
NATIONSTAR MORTGAGE DBA MR. COOPER
8950 CYPRESS WATERS BLVD
COPPELL, TX 75019

CORPORATE ASSIGNMENT OF DEED OF TRUST

Clark, Nevada
SELLER'S SERVICING #:0618315261 "HANSEN"

THE UNDERSIGNED DOES HEREBY AFFIRM THAT THIS DOCUMENT SUBMITTED FOR RECORDING DOES NOT CONTAIN PERSONAL INFORMATION ABOUT ANY PERSON.

Date of Assignment: February 25th, 2019
Assignor: WELLS FARGO BANK, NATIONAL ASSOCIATION, AS SUCCESSOR TO WACHOVIA BANK, NATIONAL ASSOCIATION F/K/A FIRST UNION NATIONAL BANK BY NATIONSTAR MORTGAGE LLC ITS ATTORNEY-IN-FACT at 8950 CYPRESS WATERS BLVD, COPPELL, TX 75019
Assignee: NATIONSTAR MORTGAGE LLC D/B/A MR. COOPER at 8950 CYPRESS WATERS BLVD., COPPELL, TX 75019

Executed By: GORDON B. HANSEN, AN UNMARRIED MAN. To: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR WESTERN THRIFT & LOAN
Date of Deed of Trust: 07/15/2004 Recorded: 07/22/2004 in Book: N/A Page: N/A as Instrument No.: 20040722-0003507 In the County of Clark, State of Nevada.

Property Address: 2763 WHITE SAGE DR, HENDERSON, NV 89052

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said Assignor hereby assigns unto the above-named Assignee, the said Deed of Trust having an original principal sum of $436,000.00 with interest, secured thereby, and the full benefit of all the powers and of all the covenants and provisos therein contained, and the said Assignor hereby grants and conveys unto the said Assignee, the Assignor's interest under the Deed of Trust.

TO HAVE AND TO HOLD the said Deed of Trust, and the said property unto the said Assignee forever, subject to the terms contained in said Deed of Trust. IN WITNESS WHEREOF, the assignor has executed these presents the day and year first above written:
*VSR*VSRNATN*02/25/2019 10:04:59 AM* NATT01NATNA00000000000000000521839*
NVCLARK* NVCLARK_TRUST_ASSIGN_ASSN * AM9*AM9NATT*

WELLS FARGO BANK, NATIONAL ASSOCIATION, AS SUCCESSOR TO WACHOVIA BANK, NATIONAL ASSOCIATION F/K/A FIRST UNION NATIONAL BANK BY NATIONSTAR MORTGAGE LLC ITS ATTORNEY-IN-FACT
On February 25th, 2019

By:_____
MOHAMED HAMEED, Vice-President

STATE OF Texas
COUNTY OF Dallas

On February 25th, 2019, before me, DANIELA HORVATH, a Notary Public in and for Dallas in the State of Texas, personally appeared MOHAMED HAMEED, Vice-President, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,

DANIELA HORVATH
Notary Public, State of Texas
Comm. Expires 01-27-2020
Notary ID 128862890

DANIELA HORVATH
Notary Expires: 01/27/2020 #128862890

(This area for notarial seal)

Mail Tax Statements To: GORDON HANSEN, 2763 WHITE SAGE DR, HENDERSON, NV 89052

*VSR*VSRNATN*02/25/2019 10:05:00 AM* NATT01NATNA00000000000000521839*
NVCLARK* NVCLARK_TRUST_ASSIGN_ASSN * AM9*AM9NATT*

20040901-0007297
Fee $14.00
09/01/2004 12:17:10 T20040093554
Rec GORDON HANSEN
Frances Deane N/C $0.00
Clark County Recorder Pgs 1

APN: 191-13-811-052

Declaration of Homestead

I, **GORDON HANSEN** hereby declare as follows:

1. I am a householder.
2. I reside on the land and premises located at:

   2763 WHITE SAGE DRIVE
   HENDERSON, NV 89052

   and more particularly described as follows;

   PLAT BOOK 102 PAGE 80 LOT 85 BLOCK 4,
   SUN CITY ANTHEM, UNIT 19 PHASE 2

   Assessor's Parcel Number 191-13-811-052, Clark County, Nevada.

3. I herein claim the land and premises hereinabove described together with the dwelling house thereon, and its appurtenances, as a homestead.

IN WITNESS WHEREOF, I have hereunto set my hand this 30 day of AUGUST, 2004.

x _____
GORDON HANSEN

STATE OF NEVADA, COUNTY OF Clark)

On this 30 day of August, in the year 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared:

GORDON HANSEN,

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed it.

WITNESS my hand and official seal: (notary seal)

x _____
(Signature of notary public)

DEAN SAFFLE
NOTARY PUBLIC
STATE OF NEVADA
APPT. No 02-72440-1
MY APPT. EXPIRES DEC. 15, 2006

RECORDING REQUESTED BY AND MAIL TO:

GORDON HANSEN
2763 WHITE SAGE DRIVE
HENDERSON, NV 89052