

**IN THE SUPREME COURT OF NEVADA**

SATICOY BAY, LLC 34  
INNISBROOK,

Appellant,

vs.

THORNBURG MORTGAGE  
SECURITIES TRUST 2007-3; FRANK  
TIMPA; MADELAINE TIMPA;  
TIMPA TRUST; RED ROCK  
FINANCIAL SERVICES, LLC;  
SPANISH TRAIL MASTER  
ASSOCIATION; REPUBLIC  
SERVICES; AND LAS VEGAS  
VALLEY WATER DISTRICT,

Respondents.

SUPREME COURT CASE NO. 80111

Electronically Filed  
May 19 2020 09:42 a.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

**OPPOSITION TO RESPONDENT  
SPANISH TRAIL MASTER  
ASSOCIATION’S MOTION TO  
DISMISS APPEAL**

Appellant Saticoy Bay, LLC Series 34 Innisbrook (“**Saticoy**”), by and through its counsel of record, Roger P. Croteau & Associates, Ltd., requests that the Court deny Spanish Trail Master Association’s (the “**HOA**”) Motion to Dismiss Appeal (the “**Motion**”), because the FFCL<sup>1</sup> was not a final, appealable order, as it did not resolve all claims against all parties and was not certified as final by the district court.

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<sup>1</sup> Capitalized terms are given the same meaning as in the Motion unless otherwise stated herein.

## **RELEVANT BACKGROUND**

In addition to the background contained in the HOA's Motion, the following is highly relevant and important to understanding the fallacy presented in the HOA's Motion about the FFCL being a final, appealable order:

1. On April 10, 2015, Thornburg filed its Answer and Counter-Claims, which added Red Rock as a party. *See* Ex. 1.

2. On May 21, 2015, Red Rock filed its Answer and Counterclaim for Interpleader (NRCP 22) (the “**Interpleader Counterclaim**”) against Thornburg, Frank Timpa, Madeline (sic) Timpa, Timpa Trust, Countrywide Home Loans, Inc., Estates West at Spanish Trail, Mortgage Electronic Registration Systems, Inc., Republic Services, and Las Vegas Valley Water District. *See* Ex. 2 at pp. 11-12.

3. The Interpleader Counterclaim alleged that Red Rock was holding **\$1,168,865.05 in excess proceeds**. *See id.* at p. 13.

4. Madelaine Timpa and Timpa Trust did not even answer the Interpleader Counterclaim until January 31, 2019, *see* Ex. 3, despite the HOA's argument that all claims were resolved by the FFCL in 2018. Mot. at 2.

## **LEGAL ARGUMENT**

### **I. THE FFCL WAS NOT A FINAL JUDGMENT, BECAUSE IT DID NOT RESOLVE ALL CLAIMS AGAINST ALL PARTIES**

In its Motion, the HOA argues that this appeal was untimely filed, because the FFCL was a final, appealable order and any appeal thereof should have been filed

by no later than January 4, 2019. Mot. at 3-4. Specifically, the HOA argues that the FFCL was a final order, because the “district court also dismissed all remaining claims, whether specifically mentioned in the FFCL or not, including all claims against (sic) the Association.” *Id.* at 2. However, the HOA’s argument is based on a faulty misunderstanding of the FFCL and does not take into account the district court’s later acknowledgment that the FFCL did not address or resolve the Interpleader Counterclaim filed by Red Rock, which was not addressed in, or resolved by, the FFCL. The specific language upon which the HOA relies is as follows:

**IT IS FURTHER ORDERED, ADJUDGED, and DECREED** that all remaining claims not specifically mentioned, including all claims in Thornburg’s counterclaim and crossclaims and Saticoy’s complaint, are dismissed with prejudice ...

*See* Mot. at Ex. D. Reading the foregoing in the context of the case posture is critical since the FFCL set forth the district court’s order regarding the motions for summary judgment filed by Saticoy, the HOA, and Thornburg, respectively. *See* Mot. at 2. The FFCL did **not** respond to, or address, the Interpleader Counterclaim, because that issue was **not** before the district court. *See id.*; *see also* Mot. at Ex. D (FFCL, which does not address Red Rock’s interpleader claim). *See Brown v. MHC Stagecoach, LLC*, 129 Nev. 343, 345 (2013) (“The finality of an order or judgment depends on ‘what the order or judgment actually does, not what it is called.’ To be final, an order or judgment must ‘dispose [ ] of all the issues presented in the case,

*and leave[] nothing for the future consideration of the court*, except for post-judgment issues such as attorney’s fees and costs.’”) (emphasis added) (citations omitted).

The fact that the FFCL did not resolve *all* issues against *all* parties is highlighted by the district court’s Order of June 19, 2019 (the “**Order**”), which granted Saticoy’s Motion to Reinstate Statistically Closed Case (“**Motion to Reinstate**”). See Mot. at Ex. F. The Order states in relevant part:

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Saticoy Bay LLC Series 34 Innisbrook’s Motion to Reinstate Statistically Closed Case is GRANTED, and the matter is reinstated.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED *that the remaining outstanding issue on this matter requiring adjudication is the interpleader of the surplus funds remaining* from the non-judicial foreclosure sale of real property commonly known as 34 Innisbrook Ave., Las Vegas, NV 89113 (the “Surplus Funds”).

...

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that *an evidentiary hearing on the claims in interpleader of the Surplus Funds is set* for this Court’s October 14, 2019 trial stack.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that *any of the parties/claimants may proceed via written motion for summary adjudication pursuant to N.R.C.P. 56 with regard to their claims in interpleader of the Surplus Funds*.

Mot. at Ex. F (bold, underline, and italic emphasis added; capitalized emphasis in original). Based on the district court’s Order, the litigation continued to proceed for many months, see Ex. 4, with the Interpleader Counterclaim being adjudicated in

favor of Timpa Trust on August 20, 2019. *See* Mot. at Ex. H (granting Timpa Trust ***over \$1,100,000 in excess proceeds***). Comparing the Order to the FFCL, it is clear that the FFCL was not a final, appealable order. The distinction lies in the plain wording of NRCP 54(b):

When an action presents more than one claim for relief — whether as a claim, counterclaim, crossclaim, or third-party claim — or when multiple parties are involved, the court may direct entry of a final judgment as to one or more, but fewer than all, claims or parties only if the court expressly determines that there is no just reason for delay. ***Otherwise, any order or other decision, however designated, that adjudicates fewer than all the claims or the rights and liabilities of fewer than all the parties does not end the action as to any of the claims or parties and may be revised at any time before the entry of a judgment adjudicating all the claims and all the parties’ rights and liabilities.***

(emphasis added). Further, to the extent that the HOA is arguing that the order statistically closing the case made the FFCL a final judgment, that argument is inaccurate. *See Brown*, 129 Nev. at 347 n.1 (“Because the order only serves to direct the statistical closure of a case rather than to resolve any claims pending in that case, our conclusion would be the same had the district court checked the box indicating that the basis for the statistical closure was a voluntary, involuntary, or stipulated dismissal or a default or summary judgment.”); *Matz v. W. Progressive-Nevada, Inc.*, 445 P.3d 220 (Nev. 2019) (unpublished disposition) (“form orders statistically closing a case are not final and appealable.”); *see also* Ex. 5 (“***COURT FINDS ... that the case was closed in error.***”) (emphasis added).

## **II. THE FFCL WAS NOT CERTIFIED AS FINAL, PURSUANT TO NRCP 54(B)**

As noted above, NRCP 54 allows a district court to certify that an order adjudicating fewer than all claims against fewer than all parties as a final judgment. *See* NRCP 54(b). However, to do so, the district court must also *expressly* find that there is no just reason for delay. *See id.* Here, it is undisputed that the FFCL does not include any language certifying the FFCL as a final judgment, nor does the FFCL include any language expressly finding no just reason for delay. *See* Mot. at Ex. D. Therefore, the FFCL was not a final, appealable judgment.

To be sure, the HOA *could* have moved the district court for an order finding the FFCL to be a final judgment. *See Knox v. Dick*, 99 Nev. 514, 516 n.1 (1983) (a litigant seeking NRCP 54(b) certification must file a motion in the district court with notice to all parties). However, the HOA did not seek Rule 54(b) certification following entry of the FFCL. In fact, the HOA's counsel was present at the hearing of Saticoy's Motion to Reinstate, and there is no record that the HOA asserted an objection to the Motion to Reinstate based on grounds of finality through the FFCL. *See* Mot. at Ex. F; Ex. 2 hereto. Nor did the HOA oppose the Motion to Reinstate on grounds of finality caused by the FFCL.

### **CONCLUSION**

Simply put, the HOA's argument is incorrect and defies reality. The Motion must be denied. The district court expressly stated in the Order that there were

remaining issues to be resolved against the various parties following entry of the FFCL. Mot. at Ex. F. In sharp contrast, the district court did not expressly find that the FFCL was a final judgment and that there was no just reason for delay. *See* Mot. at Ex. D. Therefore, the FFCL was not a final, appealable judgment as it did not resolve all claims against all parties. As such, the Motion must be denied.

Dated this 19th day of May, 2020.

ROGER P. CROTEAU & ASSOCIATES, LTD.

/s Chet A. Glover

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**Certificate of Service**

In accordance with NRAP 25, I hereby certify that on May 19, 2020, I caused a copy of the **OPPOSITION TO RESPONDENT SPANISH TRAIL MASTER ASSOCIATION’S MOTION TO DISMISS APPEAL** to be filed and served electronically via the Court’s E-Flex System to the following:

David R. Koch Daniel G. Scow Steven B. Scow Brody R. Wight Koch & Scow, LLC 11500 S. Eastern Ave., Suite 210 Henderson, NV 89052	Drew J. Starbuck Donald H. Williams Williams Starbuck 612 10th St. Las Vegas, NV 89101
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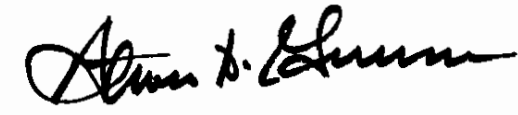
/s/ Joe Koehle

An Employee of ROGER P. CROTEAU &  
ASSOCIATES



# **EXHIBIT 1**

# **EXHIBIT 1**



CLERK OF THE COURT

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*Attorneys for Defendant, Thornburg Mortgage Securities Trust 2007-3*

**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

SATICOY BAY LLC SERIES 34  
INNISBROOK,

Plaintiff,

vs.

THORNBURG MORTGAGE SECURITIES  
TRUST 2007-3; RECONTRUST COMPANY,  
N.A. a division of BANK OF AMERICA;  
FRANK TIMPA and MADELAINE TIMPA,  
individually and as trustees of the TIMPA  
TRUST,

Defendants.

THORNBURG MORTGAGE SECURITIES  
TRUST 2007-3,

Counterclaimant

vs.

SATICOY BAY LLC SERIES 34  
INNISBROOK, a Nevada limited-liability  
company; SPANISH TRAIL MASTER  
ASSOCIATION, a Nevada Non-Profit  
Corporation; RED ROCK FINANCIAL  
SERVICES, an unknown entity; FRANK

Case No.: A-14-710161-C  
DEPT No.: XXXI

**THORNBURG MORTGAGE  
SECURITIES TRUST 2007-3'S ANSWER  
AND COUNTER-CLAIMS**

1 TIMPA, an individual; DOES I through X; and  
2 ROE CORPORATIONS I through X, inclusive,

3 Counter-defendants.

4 COMES NOW Defendant/Counterclaimant, THORNBURG MORTGAGE SECURITIES  
5 TRUST 2007-3, (hereinafter "THORNBURG" or "Defendant"), by and through its attorney of  
6 record, the law firm of Wright, Finlay & Zak, LLP, and hereby submits its Answer to the  
7 Plaintiff/Counterdefendant SATICOY BAY LLC SERIES 34 INNISBROOK's (hereinafter  
8 "SATICOY") Complaint.

9 **PARTIES**

10 1. Defendant admits that a Foreclosure Deed was recorded in the Clark County  
11 Recorder's Office as Book and Instrument Number 20141110-0002475 and Plaintiff is stated as  
12 Grantee; however, Defendant denies the other allegations in paragraph 1 of the Complaint.

13 2. Defendant admits that a Foreclosure Deed was recorded in the Clark County  
14 Recorder's Office as Book and Instrument Number 20141110-0002475, which refers to a  
15 foreclosure sale held on November 7, 2014, and Plaintiff is stated as Grantee; however,  
16 Defendant denies the other allegations in paragraph 2 of the Complaint.

17 3. Defendant admits that a Foreclosure Deed was recorded in the Clark County  
18 Recorder's Office as Book and Instrument Number 20141110-0002475 and Plaintiff is stated as  
19 Grantee; however, Defendant denies the other allegations in paragraph 3 of the Complaint.

20 4. Defendant admits the allegations contained in paragraph 4 of the Complaint.

21 5. Defendant denies the allegations contained in paragraph 5 of the Complaint.

22 6. Defendant does not possess enough information to admit or deny the allegations  
23 contained in paragraph 6 of the Complaint; therefore, Defendant denies said allegations.

24 7. Defendant denies the allegations contained in paragraph 7 of the Complaint.

25 8. Defendant denies the allegations contained in paragraph 8 of the Complaint.

26 9. Defendant denies the allegations contained in paragraph 9 of the Complaint.

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11. Defendant avers that paragraph 11 states a request for relief to which no response is required. To whatever extent a response is required, Defendant denies the remaining allegations contained therein.

### THIRD CLAIM FOR RELIEF

14. Defendant does not possess enough information to admit or deny the allegations contained in paragraph 14 of the Complaint; therefore, Defendant denies said allegations.

16. Defendant does not possess enough information to admit or deny the allegations contained in paragraph 16 of the Complaint; therefore, Defendant denies said allegations.

18. Defendant denies the allegations contained in paragraph 18 of the Complaint.

### FIRST AFFIRMATIVE DEFENSE

Plaintiff's Complaint fails to state a claim against Defendant upon which relief can be granted.

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**SECOND AFFIRMATIVE DEFENSE**

**(Priority)**

Plaintiff took title of the Property subject to Defendant’s first priority Deed of Trust, thereby forestalling any enjoinderment/extinguishment of Defendant’s interest in the Property.

**THIRD AFFIRMATIVE DEFENSE**

**(Assumption of Risk)**

Plaintiff, at all material times, calculated, knew and understood the risks inherent in the situations, actions, omissions, and transactions upon which they now base their various claims for relief, and with such knowledge, Plaintiff undertook and thereby assumed such risks and is consequently barred from all recovery by such assumption of risk.

**FOURTH AFFIRMATIVE DEFENSE**

**(Commercial Reasonableness and Violation of Good Faith - NRS 116.1113)**

The HOA lien foreclosure sale by which Plaintiff took its interest was commercially unreasonable if it eliminated Defendant’s Deed of Trust, as Plaintiff contends. The sales price, when compared to the outstanding balance of First Note and Deed of Trust and the fair market value of the Property, demonstrates that the sale was not conducted in good faith as a matter of law. The circumstances of sale of the property violated the HOA’s obligation of good faith under NRS 116.1113 and duty to act in a commercially reasonable manner.

**FIFTH AFFIRMATIVE DEFENSE**

**(Equitable Doctrines)**

Defendant alleges that the Plaintiff’s claims are barred by the equitable doctrines of laches, unclean hands, estoppel, and failure to do equity.

**SIXTH AFFIRMATIVE DEFENSE**

**(Acceptance)**

Defendant asserts that any acceptance of any portion of the excess proceeds does not “satisfy” the amount due and owing on the Loan and would not constitute a waiver of its rights under the Loan and Deed of Trust, or statute.

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**SEVENTH AFFIRMATIVE DEFENSE**

**(Waiver and Estoppel)**

Defendant asserts that by reason of Plaintiff's acts and omissions, Plaintiff has waived its rights and is estopped from asserting the claims against Defendants.

**EIGHTH AFFIRMATIVE DEFENSE**

**(Void for Vagueness and Ambiguity)**

To the extent that Plaintiffs' interpretation of NRS 116.3116 is accurate, the statute and Chapter 116 as a whole are void for vagueness and ambiguity.

**NINTH AFFIRMATIVE DEFENSE**

**(Duc Process Violations)**

A senior deed of trust beneficiary cannot be deprived of its property interest in violation of the Procedural Due Process Clause of the 14 Amendment of the United States Constitution and Article 1, Sec. 8, of the Nevada Constitution.

**TENTH AFFIRMATIVE DEFENSE**

**(Violation of Procedural Due Process)**

The HOA sale is void or otherwise does not operate to extinguish the first Deed of Trust pursuant to the Due Process Clause of the Nevada Constitution and United States Constitution.

**ELEVENTH AFFIRMATIVE DEFENSE**

**(Supremacy Clause)**

The HOA sale is void or otherwise does not operate to extinguish the first Deed of Trust pursuant to the Supremacy Clause of the United States Constitution.

**TWELFTH AFFIRMATIVE DEFENSE**

**(Property Clause)**

The HOA sale is void or otherwise does not operate to extinguish the first Deed of Trust pursuant to the Property Clause of the United States Constitution.

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**THIRTEENTH AFFIRMATIVE DEFENSE**

**(Failure to Mitigate Damages)**

Defendant alleges that the Plaintiff's claims are barred in whole or in part because of the Plaintiff's failure to take reasonable steps to mitigate the damages, if any, in this case.

**FOURTEENTH AFFIRMATIVE DEFENSE**

**(Tender of Super-priority Lien)**

Defendant alleges that it tendered payment of the super-priority portion of the HOA liens to the HOA and/or its agents.

**FIFTEENTH AFFIRMATIVE DEFENSE**

**(Contracts Clause)**

The HOA Sale is void or otherwise does not operate to extinguish the first Deed of Trust pursuant to the Contracts Clause of both the United States Constitution and the Nevada Constitution.

**SIXTEENTH AFFIRMATIVE DEFENSE**

**(Additional Affirmative Defenses)**

Defendant reserves the right to assert additional affirmative defenses in the event discovery and/or investigation indicates that additional affirmative defenses are applicable.

**PRAYER**

WHEREFORE, Defendant prays for judgment as follows:

1. That the Court make a judicial determination that Defendant's Deed of Trust is superior to Plaintiff's claim of title to the Subject Property;
2. That the Court make a judicial determination that Defendant's Deed of Trust survived the HOA Sale for Subject Property;
3. That the Court make a judicial determination that Plaintiff took title subject to Defendant's Deed of Trust on the Subject Property;
4. That Plaintiff recover nothing on account of the claims made in the Complaint and each of its purported claims;
5. For reasonable attorney's fees and costs; and

1           6.       For any such other and further relief as the Court may deem just and proper in the  
2 case.

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4           **THORNBURG MORTGAGE SECURITIES TRUST 2007-3's COUNTERCLAIM**

5           COMES NOW Defendant/Counterclaimant THORNBURG MORTGAGE SECURITIES  
6 TRUST 2007-3, (hereinafter "THORNBURG"), by and through its attorneys of record, the law  
7 firm of Wright, Finlay & Zak, LLP, and hereby submits its Counterclaim against SATICOY  
8 BAY LLC SERIES 34 INNISBROOK; SPANISH TRAIL MASTER ASSOCIATION; RED  
9 ROCK FINANCIAL SERVICES; FRANK TIMPA; DOES I through X; and ROE  
10 CORPORATIONS I through X, inclusive (collectively, "Counterdefendants").

11                               **I.**

12                               **PARTIES**

13           1.       THORNBURG is a foreign corporation conducting business in the State of  
14 Nevada.

15           2.       THORNBURG is the assigned Beneficiary under the Deed of Trust signed by  
16 FRANK TIMPA ("Borrower"), recorded on June 12, 2006 as Instrument 20060612-0001581,  
17 (hereinafter "Deed of Trust"), which encumbers the Property and secures a promissory note.

18           3.       Upon information and belief, Counterdefendant SATICOY BAY LLC SERIES 34  
19 INNISBROOK (hereinafter "SATICOY" or "Buyer"), is a Nevada limited-liability company.

20           4.       Upon information and belief, Counterdefendant, SPANISH TRAIL MASTER  
21 ASSOCIATION (hereinafter "HOA"), is a Nevada non-profit corporation, licensed to do  
22 business in the State of Nevada.

23           5.       Upon information and belief, Counterdefendant RED ROCK FINANCIAL  
24 SERVICES. (hereinafter "RRFS" or "HOA Trustee") is a company licensed to do business in the  
25 State of Nevada.

26           6.       Upon information and belief, Counterdefendant, FRANK TIMPA (hereinafter  
27 "TIMPA"), is a Nevada resident and the former titleholder of the Property.  
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7. THORNBURG does not know the true names, capacities or bases of liability of fictitious defendants sued as DOES I through X, ROE CORPORATIONS I through X, inclusive (collectively “fictitious Defendants”). Each fictitiously named defendant is in some way liable to THORNBURG or claims some rights, title, or interest in the Subject Property that is subsequent to or subject to the interests of THORNBURG. THORNBURG will amend this Counterclaim to reflect the true names of said defendants when the same have been ascertained.

8. Upon information and belief, the HOA Trustee and one or more fictitious defendants are the agents of the HOA, and the HOA is responsible for their acts and omissions under the doctrine of respondeat superior.

## II.

## JURISDICTION AND VENUE

9. Venue is proper in this judicial district because the property that is the subject of this action is situated in this county.

10. The Court has personal jurisdiction over SATICOY because this lawsuit arises out of and is connected with SATICOY's purposeful purchase of an interest in real property situated in the County of Clark, State of Nevada.

11. The Court has personal jurisdiction over HOA Trustee because this lawsuit arises out of and is connected with HOA Trustee's role in a foreclosure upon real property located in the County of Clark, State of Nevada. Additionally, upon information and belief, HOA Trustee is a Nevada corporation conducting business in Clark County, Nevada.

12. The Court has personal jurisdiction over HOA because this lawsuit arises out of and is connected with HOA's foreclosure of real property located in the County of Clark, State of Nevada and, upon information and belief, HOA is a Nevada non-profit corporation conducting business in Clark County, Nevada.

### III.

## FACTUAL BACKGROUND

13. On or about December 21, 2006, Borrower Frank Timpa obtained a secured loan against the Property known as 34 Innisbrook Avenue, Las Vegas, NV 89113 ("Property").

1           **14.**     The Deed of Trust executed by Borrower on June 2, 2006 identifies Countrywide  
2 Home Loans, Inc., as the Lender, Mortgage Electronic Registration Systems, Inc. (MERS), as  
3 nominee for Lender and Lender's assigns, as Beneficiary, and Recontrust Company, N.A. as the  
4 Trustee, securing a loan in the amount of \$3,780,000.00 (hereinafter the "Borrower's Loan").<sup>1</sup>

5           **15.**     The Borrower became delinquent on his payment obligations under the Deed of  
6 Trust on or about February 1, 2008.

7           **16.**     On June 9, 2010, original lender assigned all beneficial interest in the Deed of  
8 Trust to Thornburg Mortgage Securities Trust 2007-3.<sup>2</sup>

9           **17.**     On January 21, 2015, THORNBURG's agents substituted Veriprise Processing  
10 Solutions LLC as the Trustee under the Deed of Trust.<sup>3</sup>

11           **18.**     On August 4, 2011, a Lien For Delinquent Assessments was recorded against the  
12 Property by RRFS for HOA.<sup>4</sup>

13           **19.**     On December 6, 2011 a Notice of Default and Election to Sell Pursuant to The  
14 Lien For Delinquent Assessments was recorded against the Property by RRFS for HOA.<sup>5</sup>

15           **20.**     On September 15, 2014 a Notice of Foreclosure Sale was recorded against the  
16 Property by RRFS on behalf of HOA.<sup>6</sup>

17           **21.**     Upon information and belief, pursuant to that Notice of Sale, a non-judicial  
18 foreclosure sale occurred on November 7, 2014 (hereinafter the "HOA Sale"), whereby  
19 SATICOY acquired her interest in the Property, if any, for \$1,201,000.00.

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21           <sup>1</sup> A true and correct copy of the Deed of Trust recorded as Book and Instrument Numbers  
22 20060612-0001581 is attached hereto as **Exhibit 1**.

23           <sup>2</sup> A true and correct copy of the Assignment of Deed of Trust recorded as Book and Instrument  
24 Numbers 20100609-0003189 is attached hereto as **Exhibit 2**.

25           <sup>3</sup> A true and correct copy of the Substitution of Trustee recorded as Book and Instrument  
26 Numbers 20150121-0000855 is attached hereto as **Exhibit 3**.

27           <sup>4</sup> A true and correct copy of the Lien For Delinquent Assessments (HOA) recorded as Book and  
28 Instrument Number 20110804-0002324 is attached hereto as **Exhibit 4**.

<sup>5</sup> A true and correct copy of the Notice of Default (HOA) recorded as Book and Instrument  
Number 20111206-0001106 is attached hereto as **Exhibit 5**.

<sup>6</sup> A true and correct copy of the Notice of Foreclosure Sale (HOA) recorded as Book and  
Instrument Number 20140915-0001527 is attached hereto as **Exhibit 6**.

1           22.     On November 10, 2014, a Foreclosure Deed was recorded by which SATICOY  
2 claimed its interest.<sup>7</sup>

3           23.     A homeowner's association sale conducted pursuant to NRS Chapter 116 must  
4 comply with all notice provisions as stated in NRS 116.31162 through NRS 116.31168 and NRS  
5 107.090.

6           24.     A lender or holder, such as THORNBURG and/or its predecessors, has a right to  
7 cure a delinquent homeowner's association lien in order to protect their security interest.

8           25.     Upon information and belief, the HOA and its agent, the HOA Trustee, did not  
9 comply with all mailing and noticing requirements stated in NRS 116.31162 through NRS  
10 116.31168 and the CC&Rs.

11          26.     A recorded notice of default must "describe the deficiency in payment."

12          27.     The Notice of Lien, Notice of Default, and Notice of Sale (collectively "HOA  
13 Foreclosure Notices") failed to identify what proportion of the claimed lien were for alleged  
14 assessments, late fees, interest, fines/violations, or collection fees/costs.

15          28.     Prior to the HOA Sale, THORNBURG and its predecessors demanded an  
16 accounting of the HOA liens(s), including what portion of said lien(s) constituted the super-  
17 priority amount.

18          29.     HOA Trustee responded with an accounting of the claimed lien, but did not  
19 specify what portion of the lien constituted the super-priority lien.<sup>8</sup>

20          30.     HOA Trustee demanded payment of the full lien, including amounts not legally  
21 included in the super-priority lien.

22          31.     Prior to the HOA Sale, THORNBURG and its predecessors tendered payment of  
23 9 months of assessments to HOA and its agents, thus satisfying the super-priority lien prior to  
24 HOA's foreclosure of the remaining lien amount.<sup>9</sup>

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25                 <sup>7</sup> A true and correct copy of the Foreclosure Deed recorded as Book and Instrument Number  
26 20141110-0002475 attached hereto as **Exhibit 7**.

27                 <sup>8</sup> HOA Trustee Letter and Ledger dated January 26, 2012 attached hereto as **Exhibit 8**.

28                 <sup>9</sup> Tender letter and tender check dated February 9 and February 6, 2012, respectively, attached  
hereto as **Exhibit 9**.

1           **32.**     THORNBURG's satisfaction of the HOA super-priority lien prevented  
2 extinguishment of its First Deed of Trust, thereby preserving its first lien position and security  
3 interest in the Property.

4           **33.**     The HOA Sale violated THORNBURG's rights and harmed it because the HOA  
5 Trustee failed to inform potential buyers at the lien sale that actual tender of the HOA super-  
6 priority lien had been made prior to the sale.

7           **34.**     The HOA Sale was an invalid sale and could not have extinguished  
8 THORNBURG's secured interest because THORNBURG had in fact tendered the 9-month  
9 super-priority lien prior to the HOA Sale.

10          **35.**     The HOA Sale occurred without notice to THORNBURG, or its predecessors,  
11 agents, servicers or trustees what portion of the lien, if any, that the HOA and HOA Trustee  
12 claimed constituted a "super-priority" lien.

13          **36.**     The HOA Sale occurred without notice to THORNBURG, or its predecessors,  
14 agents, servicers or trustees, whether HOA was foreclosing on the "super-priority" portion of its  
15 lien, if any, or under the non-super-priority portion of the lien.

16          **37.**     The HOA Sale occurred without notice to THORNBURG, or its predecessors,  
17 agents, servicers or trustees, of a right to cure the delinquent assessment and the super-priority  
18 lien, if any.

19          **38.**     The HOA Sale violated THORNBURG's and/or its predecessors' rights to due  
20 process because it was not given proper, adequate notice and the opportunity to cure the  
21 deficiency or default in the payment of the HOA's assessments and the super-priority lien, if any.

22          **39.**     The HOA Sale was an invalid sale and could not have extinguished  
23 THORNBURG's secured interest because of defects in the notices given to THORNBURG, or  
24 its predecessors, agents, servicers or trustees, if any.

25          **40.**     Extinguishment of THORNBURG's Deed of Trust would deprive it of its right to  
26 due process because, upon information and belief, the HOA included amounts in its super-  
27 priority lien, such as fines, late fees, interest, dues, and costs of collection that are not allowed to  
28 be included in its super-priority lien, if any, under Nevada law.

1           **41.**     Extinguishment of THORNBURG's Deed of Trust would deprive it of its right to  
2 due process because the HOA Trustee and/or the HOA failed to describe the deficiency in  
3 payment as required by Nevada law and failed to give The Trust or its predecessors, agents,  
4 servicers or trustees any reasonable opportunity to satisfy the super-priority lien, if any.

5           **42.**     Under NRS Chapter 116, a lien under NRS 116.3116(1) can only include costs  
6 and fees that are specifically enumerated in the statute.

7           **43.**     A homeowner's association may only collect as a part of the super priority lien (a)  
8 nuisance abatement charges incurred by the association pursuant to NRS 116.310312 and (b)  
9 nine months of common assessments which became due prior to the institution of an action to  
10 enforce the lien (unless Fannie Mae and Freddie Mac regulations require a shorter period of not  
11 less than six months).

12          **44.**     Upon information and belief, the HOA Foreclosure Notices included improper  
13 fees and costs in the amount demanded.

14          **45.**     The attorney's fees and the costs of collecting on a homeowner's association lien  
15 cannot be included in the super-priority lien.

16          **46.**     Upon information and belief, the HOA assessment lien and foreclosure notices  
17 included fines, interest, late fees, dues, attorney's fees, and costs of collection that are not  
18 properly included in a super-priority lien under Nevada law and that are not permissible under  
19 NRS 116.3102 et seq.

20          **47.**     The HOA Sale is unlawful and void under NRS 116.3102 et seq.

21          **48.**     The HOA Sale deprived THORNBURG and/or its predecessors of their right to  
22 due process because the foreclosure notices failed to identify the super-priority amount, to  
23 adequately describe the deficiency in payment, to provide THORNBURG and/or its  
24 predecessors, notice of the correct super-priority amount, and to provide a reasonable  
25 opportunity to satisfy that amount.

26          **49.**     A homeowner's association sale must be done in a commercially reasonable  
27 manner and in good faith.

28          **50.**     A homeowner's association may not foreclose a lien by sale if (a) the unit is

1 owner-occupied, (b) the beneficiary under the deed of trust has recorded a notice of default and  
2 election to sell, and (c) the trustee has not recorded the certificate of the administrator of the  
3 Foreclosure Mediation Program.

4       **51.** At the time of the HOA Sale, the amount owed on the Borrowers' Loan exceeded  
5 \$4,000,000.00.

6       **52.** Upon information and belief, at the time of the HOA Sale, the fair market value  
7 of the Property exceeded \$3,000,000.00.

8       **53.** Upon information and belief, the amount paid by SATICOY at the HOA Sale  
9 allegedly totaled \$1,021,000.00.

10       **54.** The sales price at the HOA Sale is not commercially reasonable, and not done in  
11 good faith, when compared to the debt owed to THORNBURG on the Borrowers' Loan and the  
12 fair market value of the Property, which demonstrates that the HOA Sale was not commercially  
13 reasonable or conducted in good faith as a matter of law.

14       **55.** The HOA Sale was commercially unreasonable if it extinguished  
15 THORNBURG's Deed of Trust.

16       **56.** In the alternative, the HOA Sale was an invalid sale and could not have  
17 extinguished THORNBURG's secured interest because it was not a commercially reasonable  
18 sale.

19       **57.** Without providing THORNBURG, or its predecessors, agents, servicers or  
20 trustees, notice of the correct super-priority amount and a reasonable opportunity to satisfy that  
21 amount, including its failure to identify the super-priority amount, its failure to adequately  
22 describe the deficiency in payment as required by Nevada law, and failure to properly apply  
23 actual tender of 9 months of assessments to the lien account balance, the HOA Sale is  
24 commercially unreasonable and deprived THORNBURG and/or its predecessors of their rights  
25 to due process.

26       **58.** The CC&Rs for the HOA provide in Sections 10.7 and 11.3, that no action taken  
27 by the HOA shall impair, defeat, or render invalid THORNBURG's Deed of Trust.

28       **59.** Because the CC&Rs contain a Mortgagee Protection Clause in Sections 10.7 and

1 11.3, and because THORNBURG, or its predecessors, agents, servicers or trustees were not  
2 given proper notice that the HOA intended to foreclose on the super-priority portion of the dues  
3 owing, THORNBURG or its predecessors, agents, servicers or trustees did not know that it had  
4 to attend the HOA Sale to protect its security interest.

5 **60.** Because the CC&Rs contained a Mortgagee Protection Clause, and because  
6 proper notice that the HOA intended to foreclose on the super-priority portion of the dues owing  
7 was not given, prospective bidders did not appear for the HOA Sale, making the HOA Sale  
8 commercially unreasonable.

9 **61.** The Buyer, HOA, and HOA Trustee knew that THORNBURG would rely on the  
10 Mortgagee Protection Clause contained in the recorded CC&Rs, and knew that THORNBURG  
11 or its predecessors, agents, servicers or trustees would not know that the HOA was foreclosing  
12 on super-priority amounts because of the failure of the HOA and HOA Trustee to provide such  
13 notice. THORNBURG or its predecessors, agents, servicers or trustees' absence from the HOA  
14 Sale allowed the Buyer to appear at the HOA Sale and purchase the Property for a fraction of  
15 market value, making the HOA Sale commercially unreasonable.

16 **62.** The Buyer, HOA, and HOA Trustee knew that prospective bidders would be less  
17 likely to attend the HOA Sale because the public at large believed that THORNBURG was  
18 protected under the Mortgagee Protection Clause in the CC&Rs of public record, and that the  
19 public at large did not receive notice, constructive or actual, that the HOA was foreclosing on a  
20 super-priority portion of its lien because HOA and HOA Trustee improperly failed to provide  
21 such notice. The general public's belief therefore was that a buyer at the HOA Sale would take  
22 title to the Property subject to THORNBURG's Deed of Trust. This general belief resulted in  
23 the absence of prospective bidders at the HOA Sale, which allowed the Buyer to appear at the  
24 HOA Sale and purchase the Property for a fraction of market value, making the HOA Sale  
25 commercially unreasonable.

26 **63.** The circumstances of the HOA Sale of the Property breached the HOA's and the  
27 HOA Trustee's obligations of good faith under NRS 116.1113 and their duty to act in a  
28 commercially reasonable manner.

64. THORNBURG is informed and believes that SATICOY is a professional property purchaser.

**65.** The circumstances of the HOA Sale of the Property and the status as a professional property purchaser prevent SATICOY from being deemed a bona fide purchaser for value.

66. Upon information and belief, SATICOY had actual, constructive or inquiry notice of THORNBURG's first Deed of Trust, which prevents SATICOY from being deemed a bona fide purchaser for value.

67. In the event THORNBURG's interest in the Property is not reaffirmed or restored, THORNBURG suffered damages in the amount of the fair market value of the Property or the unpaid balance of the Borrower's Loan and Deed of Trust, at the time of the HOA Sale, whichever is greater, as a proximate result of HOA's and HOA Trustee's acts and omissions.

### FIRST CAUSE OF ACTION

(Quiet Title/Declaratory Relief Pursuant to NRS 30.010 et seq. and NRS 40.010 et seq.  
versus SATICOY, HOA, and all fictitious Defendants)

68. THORNBURG incorporates and re-alleges all previous paragraphs, as if fully set forth herein.

69. Pursuant to NRS 30.010 et seq. and NRS 40.010, this Court has the power and authority to declare THORNBURG's rights and interests in the Property and to resolve Counter-Defendants' adverse claims in the Property.

70. Further, pursuant to NRS 30.010 et seq., this Court has the power and authority to declare the rights and interest of the parties following the acts and omissions of the HOA and HOA Trustee in foreclosing the Property.

71. THORNBURG's Deed of Trust is a first secured interest on the Property as intended by NRS 116.3116(2)(b).

72. As the current beneficiary under the Deed of Trust and Borrower's Loan, THORNBURG's interest still encumbers the Property and retains its first position status in the chain of title for the Property after the HOA Sale and is superior to the interest, if any, acquired by SATICOY, or held or claimed by any other party.



1           73.     The Buyer claims an interest in the Property through a Foreclosure Deed recorded  
2 in the Clark County Recorder's Office that is adverse to THORNBURG's interest.

3           74.     Upon information and belief, the HOA, the HOA Trustee and the fictitious  
4 Defendants failed to provide proper, adequate notices required by Nevada statutes, the CC&R's  
5 and due process to THORNBURG and/or its predecessors, and therefore the HOA Sale is void  
6 and should be set aside or rescinded.

7           75.     Based on the adverse claims being asserted and conduct by the parties,  
8 THORNBURG is entitled to a judicial determination regarding the rights and interests of the  
9 respective parties to the case.

10          76.     For all the reasons set forth above and in the Factual Background, THORNBURG  
11 is entitled to a determination from this Court, pursuant to NRS 30.010 and NRS 40.010, that  
12 THORNBURG is the beneficiary of a first position Deed of Trust which still encumbers the  
13 Property and is superior to the interest, if any, acquired by the Buyer.

14          77.     In the alternative, for all the reasons set forth above and in the Factual  
15 Background, THORNBURG is entitled to a determination from this Court, pursuant to NRS  
16 30.010 and NRS 40.010, that the HOA Sale is unlawful and void.

17          78.     THORNBURG has been required to retain counsel and is entitled to recover  
18 reasonable attorney's fees and costs to prosecute this action.

19                   **SECOND CAUSE OF ACTION**

20                   **(Permanent and Preliminary Injunction versus SATICOY)**

21          79.     THORNBURG incorporates by reference the allegations of all previous  
22 paragraphs, as if fully set forth herein.

23          80.     As set forth above, the Buyer may claim an ownership interest in the Property that  
24 is adverse to THORNBURG.

25          81.     Any sale or transfer of the Property, prior to a judicial determination concerning  
26 the respective rights and interests of the parties to the case, may be rendered invalid if  
27 THORNBURG's Deed of Trust still encumbered the Property in first position and was not  
28 extinguished by the HOA Sale.

82. THORNBURG has a reasonable probability of success on the merits of the complaint, for which compensatory damages will not compensate THORNBURG for the irreparable harm of the loss of title to a bona fide purchaser or loss of the first position priority status secured by the Property.

83. THORNBURG has no adequate remedy at law due to the uniqueness of the Property involved in the case.

84. THORNBURG is entitled to a preliminary and permanent injunction prohibiting the Buyer, their successors, assigns, and agents from conducting a sale, transfer or encumbrance of the Property if it is claimed to be superior to THORNBURG's Deed of Trust or not subject to that Deed of Trust.

85. THORNBURG is entitled to a preliminary injunction requiring the Buyer to pay all taxes, insurance and homeowner's association dues during the pendency of this action.

86. THORNBURG is entitled to a preliminary injunction requiring the Buyer to segregate and deposit all rents with the Court or a Court-approved trust account over which the Buyer has no control during the pendency of this action.

87. THORNBURG has been required to retain counsel to prosecute this action and is entitled to recover reasonable attorney's fees to prosecute this action.

### THIRD CAUSE OF ACTION

**(Wrongful Foreclosure versus the HOA, the HOA Trustee, and fictitious Defendants)**

88. THORNBURG incorporates by reference the allegations of all previous paragraphs, as if fully set forth herein.

89. Upon information and belief, the HOA, the HOA Trustee, and all fictitious Defendants did not comply with all mailing and noticing requirements stated in NRS 116.31162 through NRS 116.31168.

90. The HOA, the HOA Trustee, and all fictitious Defendants failed to provide notice pursuant to the CC&Rs.

91. Because the HOA Sale was wrongfully conducted and violated applicable law, the Court should set it aside to the extent that it purports to have extinguished THORNBURG's first

1 Deed of Trust and delivered free and clear title to SATICOY.

2       **92.**     Because the HOA Sale was not commercially reasonable, it was invalid, wrongful  
3 and should be set aside.

4       **93.**     Because the HOA, HOA Trustee, and fictitious Defendants' did not give  
5 THORNBURG, or its predecessors, agents, servicers or trustees the proper, adequate notice and  
6 the opportunity to cure the deficiency or default in the payment of the HOA's assessments and  
7 super-priority lien (if any) required by Nevada statutes, the CC&Rs and due process, the HOA  
8 Sale was wrongfully conducted and should be set aside.

9       **94.**     Because the HOA Sale was not done in accordance with Nevada statutes and the  
10 CC&Rs, the HOA Sale was wrongfully conducted and should be set aside.

11       **95.**     Because, upon information and belief, the HOA Foreclosure Notices included  
12 improper fees and costs in the amount demanded, the HOA Sale was wrongfully conducted and  
13 should be set aside.

14       **96.**     Because the HOA, HOA Trustee, and fictitious Defendants' refused and/or mis-  
15 applied actual tender of 9 months of assessments, constituting the super-priority lien amount, the  
16 HOA Sale was wrongfully conducted and should be set aside.

17       **97.**     As a proximate result of the HOA's, HOA Trustee's, and the fictitious  
18 Defendants' wrongful foreclosure of the Property by the HOA Sale, as more particularly set forth  
19 above and in the Factual Background, THORNBURG has suffered general and special damages  
20 in an amount in excess of \$10,000.00. THORNBURG will seek leave of court to assert said  
21 amounts when they are determined.

22       **98.**     If it is determined that THORNBURG's Deed of Trust has been extinguished by  
23 the HOA Sale, as a proximate result of HOA, HOA Trustee, and fictitious Defendants' wrongful  
24 foreclosure of the Property by the HOA Sale, THORNBURG has suffered special damages in the  
25 amount equal to the fair market value of the Property or the unpaid balance of the Borrower's  
26 Loan, plus interest, at the time of the HOA Sale, whichever is greater, in an amount not presently  
27 known. THORNBURG will seek leave of court to assert said amounts when they are  
28 determined.

1           **99.**     THORNBURG has been required to retain counsel to prosecute this action and is  
2 entitled to recover reasonable attorney's fees to prosecute this action.

3                           **FOURTH CAUSE OF ACTION**

4                           **(Negligence versus HOA, HOA Trustee, and the fictitious Defendants)**

5           **100.**    THORNBURG incorporates by reference the allegations of all previous  
6 paragraphs, as if fully set forth herein.

7           **101.**    The HOA, the HOA Trustee, and fictitious Defendants owed a duty to  
8 THORNBURG or its predecessors and subordinate lienholders to conduct the HOA foreclosure  
9 sale at issue in this case properly and in a manner that would fairly allow them an opportunity to  
10 protect their interest and cure the super-priority lien threatening their security interests.

11           **102.**    The HOA, the HOA Trustee, and fictitious Defendants breached their duty for all  
12 the reasons set forth above and in the Factual Background including without limitation, by  
13 failing to disclose the amount of the super-priority lien, if any, by failing to specify that it was  
14 foreclosing on the super-priority portion of its lien as opposed to the non-super-priority portion,  
15 by failing to accept and apply tender of the super-priority amount, and by failing to provide  
16 notice that THORNBURG or its predecessors and subordinate lienholders had an opportunity to  
17 cure.

18           **103.**    As a proximate result of the HOA's, HOA Trustee's, and fictitious Defendants'  
19 breaches of their duties, THORNBURG or its predecessors' tender of a pay-off of the super-  
20 priority lien was wrongfully refused and/or not applied to the super-priority lien balance.

21           **104.**    As a proximate result of the HOA's, HOA Trustee's, and fictitious Defendants'  
22 breaches of their duties, THORNBURG has incurred general and special damages in an amount  
23 in excess of \$10,000.00.

24           **105.**    If THORNBURG is found to have lost its first secured interest in the Property, it  
25 was the proximate result of the HOA's, HOA Trustee's, and fictitious Defendants' breaches of  
26 their duties, and THORNBURG has thereby suffered general and special damages in an amount  
27 in excess of \$10,000.00.

28           **106.**    THORNBURG has been required to retain counsel to prosecute this action and is

1 entitled to recover reasonable attorney's fees to prosecute this action.

2 **FIFTH CAUSE OF ACTION**

3 **(Negligence Per Se versus HOA, HOA Trustee, and the fictitious Defendants)**

4 **107.** THORNBURG incorporates by reference the allegations of all previous  
5 paragraphs, as if fully set forth herein.

6 **108.** NRS Chapter 116 imposes a duty on homeowner's associations and their agents to  
7 conduct their foreclosure sales in a manner that is consistent with its provisions and, by  
8 reference, the provisions of NRS 107.090.

9 **109.** HOA, HOA Trustee, and fictitious Defendants breached the statutory duties  
10 imposed by NRS Chapter 116 concerning notice.

11 **110.** HOA, HOA Trustee, and fictitious Defendants violated NRS Chapter 116 by  
12 failing to provide the proper, adequate notice and the opportunity to cure the deficiency or  
13 default in the payment of the HOA's assessments and super-priority lien (if any) required by  
14 Nevada statutes, including without limitation, NRS 116.31162(1)(b)(1) by failing to properly and  
15 adequately describe the deficiency in payment of a super-priority lien, and by failing to properly  
16 apply actual payment of same.

17 **111.** THORNBURG is a member of the class of persons whom NRS Chapter 116 is  
18 intended to protect.

19 **112.** The injury that THORNBURG faces—extinguishment of its first-position Deed  
20 of Trust—is the type against which NRS Chapter 116 is intended to protect.

21 **113.** As a proximate result of HOA's, HOA Trustee's, and the fictitious Defendants'  
22 breaches of their statutory duties, THORNBURG's had not actual notice of the claimed super-  
23 priority lien amount, if any, and actual tender of a pay-off of the super-priority lien amount  
24 threatening its security interest was wrongfully refused and/or mis-applied by HOA and/or HOA  
25 Trustee.

26 **114.** As a proximate result of HOA's, HOA Trustee's, and the fictitious Defendants'  
27 breaches of their duties, THORNBURG has incurred general and special damages in an amount  
28 in excess of \$10,000.00.

115. If THORNBURG is found to have lost its first secured interest in the Property, it was the proximate result of HOA's, HOA Trustee's and the fictitious Defendants' breaches of their statutory duties, and THORNBURG has thereby suffered general and special damages in an amount in excess of \$10,000.00.

116. THORNBURG has been required to retain counsel to prosecute this action and is entitled to recover reasonable attorney's fees to prosecute this action.

### SIXTH CAUSE OF ACTION

**(Breach of Contract versus the HOA and HOA Trustee, and the fictitious Defendants)**

117. THORNBURG incorporates by reference the allegations of all previous paragraphs, as if fully set forth herein.

118. THORNBURG was an intended beneficiary of the HOA's CC&Rs.

119. The HOA, the HOA Trustee, and fictitious Defendants breached the obligations, promises, covenants and conditions of the CC&Rs owed to THORNBURG by the circumstances under which they conducted the HOA Sale of the Property.

120. The HOA, the HOA Trustee, and fictitious Defendants' breaches of the obligations, promises, covenants and conditions of the CC&Rs proximately caused THORNBURG general and special damages in an amount in excess of \$10,000.00.

121. THORNBURG has been required to retain counsel to prosecute this action and is entitled to recover reasonable attorney's fees to prosecute this action.

## SEVENTH CAUSE OF ACTION

### **(Misrepresentation versus the HOA)**

122. THORNBURG incorporates by reference the allegations of all previous paragraphs, as if fully set forth herein.

123. THORNBURG is within the class or persons or entities the HOA intended or had reason to expect to act or to refrain from action in reliance upon the provisions of the CC&Rs, including without limitation, the Mortgagee Protection Clause.

124. THORNBURG, and its predecessors in interest, justifiably relied upon the provisions of the CC&Rs and NRS 116.3116(2)(b) in giving consideration for the Deed of Trust, and the Loan it secures, and the HOA intended or had reason to expect their conduct would be

1 influenced.

2       **125.** The HOA's representations in the provisions of the CC&Rs, including without  
3 limitation, the Mortgagee Protection Clause, were false.

4       **126.** The HOA had knowledge or a belief that the representations in the provisions of  
5 the CC&Rs, including without limitation, the Mortgagee Protection Clause, were false or it had  
6 an insufficient basis for making the representations.

7       **127.** The HOA had a pecuniary interest in having THORNBURG and its predecessors  
8 in interest rely on the provisions of the CC&Rs, including without limitation, the Mortgagee  
9 Protection Clause.

10       **128.** The HOA failed to exercise reasonable care or competence in communicating the  
11 information within the provisions of the CC&Rs, including without limitation, the Mortgagee  
12 Protection Clause, which was false or it had an insufficient basis for making.

13       **129.** The HOA, the HOA Trustee, and fictitious Defendants acted in contravention to  
14 the provisions of the CC&Rs, including without limitation, the Mortgagee Protection Clause,  
15 when it conducted the HOA Sale in a manner that could extinguish THORNBURG's Deed of  
16 Trust.

17       **130.** THORNBURG suffered general and special damages in an amount in excess of  
18 \$10,000.00 as a proximate result of its reliance.

19       **131.** THORNBURG has been required to retain counsel to prosecute this action and is  
20 entitled to recover reasonable attorney's fees to prosecute this action.

21                                   **EIGHTH CAUSE OF ACTION**

22       **(Unjust Enrichment versus SATICOY, HOA, HOA Trustee, and fictitious Defendants)**

23       **132.** THORNBURG incorporates and re-alleges all previous paragraphs, as if fully set  
24 forth herein.

25       **133.** THORNBURG has been deprived of the benefit of the Deed of Trust by the  
26 actions of SATICOY, HOA, the HOA Trustee, and fictitious Defendants.

27       **134.** SATICOY, HOA, the HOA Trustee, and fictitious Defendants have benefitted  
28 from the unlawful HOA Sale and nature of the real property.

1           **135.**    SATICOY, HOA, the HOA Trustee, and fictitious Defendants have benefitted  
2 from THORNBURG's payment of taxes, insurance or homeowner's association assessments  
3 since the time of the HOA Sale.

4           **136.**    Should THORNBURG's Complaint be successful in quieting title against  
5 SATICOY, HOA, the HOA Trustee, and fictitious Defendants and setting aside the HOA Sale,  
6 SATICOY, HOA, the HOA Trustee, and fictitious Defendants will have been unjustly enriched  
7 by the HOA Sale and usage of the Property.

8           **137.**    THORNBURG will have suffered damages if SATICOY, HOA, the HOA  
9 Trustee, and fictitious Defendants are allowed to retain their interests in the Property and the  
10 funds received from the HOA Sale.

11           **138.**    THORNBURG will have suffered damages if SATICOY, HOA, the HOA  
12 Trustee, and fictitious Defendants are allowed to retain their interests in the Property and  
13 THORNBURG's payment of taxes, insurance or homeowner's association assessments since the  
14 time of the HOA Sale.

15           **139.**    THORNBURG is entitled to general and special damages in excess of  
16 \$10,000.00.

17           **140.**    THORNBURG has furthermore been required to retain counsel and is entitled to  
18 recover reasonable attorney's fees for having brought the underlying action.

19                           **NINTH CAUSE OF ACTION**

20                   **(Breach of the Covenant of Good Faith and Fair Dealing versus the HOA and HOA**  
21   **Trustee, and the fictitious Defendants)**

22           **141.**    THORNBURG incorporates by reference the allegations of all previous  
23 paragraphs, as if fully set forth herein.

24           **142.**    Implicit in every contract in the state of Nevada is an implied covenant of good  
25 faith and fair dealing.

26           **143.**    THORNBURG was an intended beneficiary of the HOA's CC&Rs.

27           **144.**    The HOA, the HOA Trustee, and fictitious Defendants breached the duties,  
28 obligations, promises, covenants and conditions, express and implied, in the CC&Rs owed to  
THORNBURG by the circumstances under which they conducted the HOA Sale of the Property.



145. The HOA, the HOA Trustee, and fictitious Defendants took affirmative action to re-convey the Property to a third party, in direct contravention of the HOA's duties to THORNBURG as promised in the CC&Rs.

146. The HOA, the HOA Trustee, and fictitious Defendants' breaches of the obligations, promises, covenants and conditions of the CC&Rs, and to act in good faith regarding same, proximately caused THORNBURG general and special damages in an amount in excess of \$10,000.00.

147. THORNBURG has been required to retain counsel to prosecute this action and is entitled to recover reasonable attorney's fees to prosecute this action.

### TENTH CAUSE OF ACTION

**(In the Alternative - Application for Deficiency Judgment/Breach of Contract versus  
TIMPA)**

148. THORNBURG incorporates by reference the allegations of all previous paragraphs, as if fully set forth herein.

149. Pursuant to the terms of the TIMPA Loan and Deed of Trust, TIMPA promised and agreed to make minimum monthly payments to THORNBURG, or its predecessors.

**150.** TIMPA is in default per the terms of the TIMPA Loan in that payment was not made as agreed. TIMPA failed, neglected, or refused to make payment of the amounts due and owing under the terms of the TIMPA Loan and Deed of Trust.

151. Pursuant to the terms of the TIMPA Loan and Deed of Trust, TIMPA promised and agreed, if any action or proceeding was commenced which materially affected THORNBURG's interest in the Property, he would take such action as necessary to protect THORNBURG's interest.

152. TIMPA failed, neglected, or refused to cure the alleged delinquent assessment and prevent the HOA Sale. TIMPA is in default per the terms of the TIMPA Loan in that the HOA and HOA Trustee foreclosed on the Property and Buyer now claims to have an interest superior to THORNBURG's Deed of Trust.

153. THORNBURG has duly performed all conditions precedent on its part, which are

required to be performed under the terms of the TIMPA Loan and Deed of Trust.

**154.** Demand has been made of TIMPA, but TIMPA has failed or refused to make payment and cure the defaults pursuant to the terms of the TIMPA Loan and Deed of Trust.

**155.** TIMPA has failed to abide by the terms of the TIMPA Loan and Deed of Trust.

156. The current amount owing on the TIMPA Loan is in excess of \$4,000,000.00.

157. THORNBURG has been required to retain counsel and incur attorneys' fees as a proximate result of TIMPA's defaults and breaches of the TIMPA Loan and Deed of Trust.

**158.** Should THORNBURG be unsuccessful in quieting title against Defendants, and setting aside the HOA Sale, THORNBURG will suffer general and special damages from the loss of its secured interest in the Property.

159. THORNBURG has general and special damages in excess of \$10,000.00, as a proximate result of TIMPA's defaults and breaches of the TIMPA Loan and Deed of Trust.

160. THORNBURG has been required to retain counsel to prosecute this action and is entitled to recover reasonable attorney's fees to prosecute this action.

## PRAYER

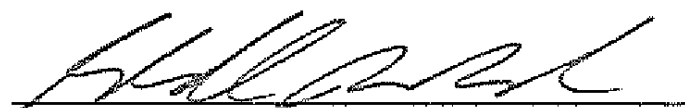
Wherefore, THORNBURG prays for judgment against the Counterdefendants, jointly and severally, as follows:

1. For a declaration and determination that THORNBURG's interest is secured against the Property, and that THORNBURG's first Deed of Trust was not extinguished by the HOA Sale;
2. For a declaration and determination that THORNBURG's interest is superior to the interest of SATICOY, HOA, the HOA Trustee, and fictitious Defendants;
3. For a declaration and determination that the HOA Sale was invalid to the extent it purports to convey the Property free and clear to SATICOY;
4. In the alternative, for a declaration and determination that the HOA Sale was invalid and conveyed no legitimate interest to SATICOY;
5. For a preliminary injunction that SATICOY, its successors, assigns, and agents

- 1 are prohibited from conducting a sale, transfer or encumbrance of the Property  
2 during the pendency of this action;
- 3 6. For a preliminary injunction requiring SATICOY, its successors, assigns, and  
4 agents pay all taxes, insurance and homeowner's association dues during the  
5 pendency of this action.
- 6 7. For a preliminary injunction that SATICOY, his successors, assigns, and agents  
7 be required to segregate and deposit all rents with the Court or a Court-approved  
8 trust account over which SATICOY has no control during the pendency of this  
9 action.
- 10 8. If it is determined that THORNBURG's Deed of Trust has been extinguished by  
11 the HOA Sale, for special damages in the amount equal to the fair market value of  
12 the Property or the unpaid balance of the Borrower's Loan and Deed of Trust, at  
13 the time of the HOA Sale, whichever is greater;
- 14 9. For general and special damages in an amount in excess of \$10,000.00;
- 15 10. For attorney's fees;
- 16 11. For costs incurred herein, including post-judgment costs;
- 17 12. For any and all further relief deemed appropriate by this Court.

18 DATED this 10 day of April, 2015.

19  
20 WRIGHT, FINLAY & ZAK, LLP

21 

22 Dana Jonathon Nitz, Esq.

23 Nevada Bar No. 0050

24 Shadd A. Wade, Esq.

25 Nevada Bar No. 11310

26 7785 W. Sahara Ave., Suite 200

27 Las Vegas, NV 89117

28 *Attorney for Attorneys for Defendant, Thornburg  
Mortgage Securities Trust 2007-3*

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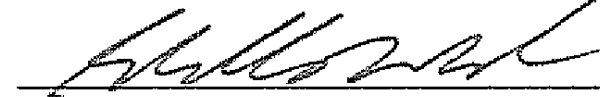
**AFFIRMATION**

Pursuant to NRS 239B.030

The undersigned does hereby affirm that the preceding **THORNBURG MORTGAGE SECURITIES TRUST 2007-3'S ANSWER AND COUNTER-CLAIMS** filed in Case No. A-14-710161-C **does not** contain the social security number of any person.

DATED this 10 day of April, 2015.

WRIGHT, FINLAY & ZAK, LLP



Dana Jonathon Nitz, Esq.

Nevada Bar No. 0050

Shadd A. Wade, Esq.

Nevada Bar No. 11310

7785 W. Sahara Ave., Suite 200

Las Vegas, NV 89117

*Attorneys for Defendant, Thornburg Mortgage  
Securities Trust 2007-3*

**CERTIFICATE OF SERVICE**

Pursuant to NRCP 5(b), I certify that I am an employee of WRIGHT, FINLAY & ZAK, LLP, and that on this 10 day of April, 2015, I did cause a true copy of **DEFENDANT/COUNTERCLAIMANT THORNBURG MORTGAGE SECURITIES TRUST 2007-3'S ANSWER AND COUNTER-CLAIMS** to be e-filed and e-served through the Eighth Judicial District EFP system pursuant to NEFR 9:

**Akerman LLP**

**Contact**

**Email**

Akerman Las Vegas Office

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**Contact**

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Eserve Contact

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Kathy Maasry  
An Employee of WRIGHT, FINLAY & ZAK, LLP

## **Exhibit 1**

## **Exhibit 1**

## **Exhibit 1**



20060612-0001581

Assessor's Parcel Number:  
16328614007  
After Recording Return To:  
COUNTRYWIDE HOME LOANS, INC.

27

Fee: \$40.00

N/C Fee: \$0.00

06/12/2006

09:05:04

T20060102568

Requestor:

NEVADA TITLE COMPANY

Frances Deane

CDO

Clark County Recorder

Pgs: 27

MS SV-79 DOCUMENT PROCESSING  
P.O.Box 10423

Van Nuys, CA 91410-0423

Prepared By:

JOHNNA HOBDY

~~Recording Requested By:~~

J. FOX

82

COUNTRYWIDE HOME LOANS, INC.

1455 FRAZEE ROAD #102  
SAN DIEGO  
CA 92108

[Space Above This Line For Recording Data]

06-04-1186JLP  
[Escrow/Closing #]

00013834433506006  
[Doc ID #]

**DEED OF TRUST**

MIN 1001337-0001462176-0

**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.

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

Page 1 of 16

VMP -6A(NV) (0507) CHL (11/05)(d)

VMP Mortgage Solutions, Inc.

Form 3029 1/01



\* 2 3 9 9 1 \*



\* 1 3 8 3 4 4 3 3 5 0 0 0 0 1 0 0 6 A \*

DOC ID #: 00013834433506006

(A) "Security Instrument" means this document, which is dated JUNE 02, 2006, together with all Riders to this document.

(B) "Borrower" is

FRANK A TIMPA, A MARRIED MAN AS HIS SOLE & SEPARATE PROPERTY

Borrower is the trustor under this Security Instrument.

(C) "Lender" is

COUNTRYWIDE HOME LOANS, INC.

Lender is a

CORPORATION

organized and existing under the laws of NEW YORK  
4500 Park Granada MSN# SVB-314

. Lender's address is

Calabasas, CA 91302-1613

(D) "Trustee" is

ReconTrust Company, N.A

225 West Hillcrest Dr., MSN TO-02

Thousand Oaks, CA 91360

(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 JUNE 02, 2006.

The Note states that Borrower owes Lender

THREE MILLION SEVEN HUNDRED EIGHTY THOUSAND and 00/100

Dollars (U.S. \$ 3,780,000.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than JULY 01, 2046.

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

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

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

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



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

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

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

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

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

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

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

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

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irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the COUNTY

[Type of Recording Jurisdiction]

CLARK

:

[Name of Recording Jurisdiction]

LOT THIRTEEN (13) IN BLOCK ONE (1) OF ESTATES AT SPANISH TRAIL UNIT NO. 5, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 40, OF PLATS, PAGE 6, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

The legal description was obtained from the previous deed:

Recorded on:    Libor#    Page#

which currently has the address of

34 Innisbrook Ave, Las Vegas

[Street/City]

Nevada 89113-1225 ("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.

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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

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

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

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

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

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

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or

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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

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paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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

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

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

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

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reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

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

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

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

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

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive

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from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

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

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

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

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

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

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

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

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.



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be 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).

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

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

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

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

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


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

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

**25. Assumption Fee.** If there is an assumption of this loan, Lender may charge an assumption fee of U.S. \$ 300.00.

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

\_\_\_\_\_(Seal)  
FRANK A. TIMRA -Borrower

\_\_\_\_\_(Seal)  
-Borrower

\_\_\_\_\_(Seal)  
-Borrower

\_\_\_\_\_(Seal)  
-Borrower

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STATE OF NEVADA  
COUNTY OF Clark

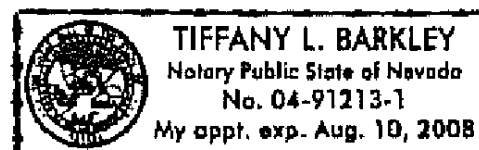
This instrument was acknowledged before me on June 2, 2006 by

Frank A. Timpa

Tiffany L. Barkley

Mail Tax Statements To:  
TAX DEPARTMENT SV3-24

450 American Street  
Simi Valley CA, 93065



Escrow No.: 06-04-1186-JLP

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

LOT THIRTEEN (13) IN BLOCK ONE (1) OF ESTATES AT SPANISH TRAIL  
UNIT NO. 5, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 40, OF PLATS,  
PAGE 6, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY,  
NEVADA.

**PLANNED UNIT DEVELOPMENT RIDER**

After Recording Return To:  
COUNTRYWIDE HOME LOANS, INC.  
MS SV-79 DOCUMENT PROCESSING  
P.O.Box 10423  
Van Nuys, CA 91410-0423

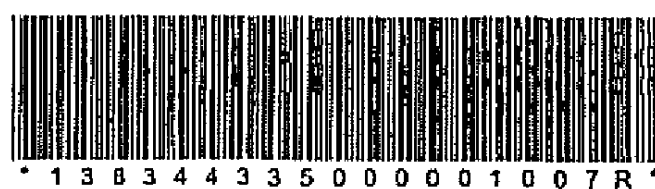
PARCEL ID #:  
16328614007

Prepared By:  
JOHNNA HOB DY

06-04-1186JLP      00013834433506006  
[Escrow/Closing #]      [Doc ID #]

THIS PLANNED UNIT DEVELOPMENT RIDER is made this SECOND day of  
JUNE, 2006, 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

MULTISTATE PUD RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
VMP -7R (0411) CHL (11/04)(d) Page 1 of 4 Initials: *JA*  
VMP Mortgage Solutions, Inc. (800)521-7291 Form 3150 1/01





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undersigned (the "Borrower") to secure Borrower's Note to  
COUNTRYWIDE HOME LOANS, INC.

(the "Lender") of the same date and covering the Property described in the Security Instrument and  
located at:

34 Innisbrook Ave  
Las Vegas, NV 89113-1225  
[Property Address]

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  
THE COVENANTS, CONDITIONS, AND RESTRICTIONS FILED OF RECORD  
THAT AFFECT THE PROPERTY

(the "Declaration"). The Property is a part of a planned unit development known as  
ESTATES AT SPANISH TRAILS


[Name of Planned Unit Development]

(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 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.

Initials:  -7R (0411)

CHL (11/04)

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DOC ID #: 00013834433506006

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: \_\_\_\_\_


VMP® -7R (0411)

CHL (11/04)

Page 3 of 4

Form 3150 1/01

DOC ID #: 00013834433506006  
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this PUD Rider.

  
FRANK A. TIMPA (Seal)  
- Borrower

\_\_\_\_ (Seal)  
- Borrower

\_\_\_\_ (Seal)  
- Borrower

\_\_\_\_ (Seal)  
- Borrower

**ADJUSTABLE RATE RIDER**  
(PayOption MTA Twelve Month Average Index - Payment Caps)

06-04-1186JLP                      00013834433506006  
[Escrow/Closing #]                      [Doc ID #]

THIS ADJUSTABLE RATE RIDER is made this SECOND                      day of  
JUNE, 2006                      , 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 ("Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to  
COUNTRYWIDE HOME LOANS, INC.

("Lender") of the same date and covering the property described in the Security Instrument and  
located at:

34 Innisbrook Ave  
Las Vegas, NV 89113-1225  
[Property Address]

THE NOTE CONTAINS PROVISIONS THAT WILL CHANGE THE INTEREST RATE AND THE  
MONTHLY PAYMENT. THERE MAY BE A LIMIT ON THE AMOUNT THAT THE MONTHLY  
PAYMENT CAN INCREASE OR DECREASE. THE PRINCIPAL AMOUNT TO REPAY COULD  
BE GREATER THAN THE AMOUNT ORIGINALLY BORROWED, BUT NOT MORE THAN THE  
MAXIMUM LIMIT STATED IN THE NOTE.

**ADDITIONAL COVENANTS:** In addition to the covenants and agreements made in the Security  
Instrument, Borrower and Lender further covenant and agree as follows:

**A. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

The Note provides for changes in the interest rate and the monthly payments, as follows:

• PayOption MTA ARM Rider  
1E310-XX (09/05)(d)

Page 1 of 6



DOC ID #: 0001383443350

**2. INTEREST****(A) Interest Rate**

Interest will be charged on unpaid Principal until the full amount of Principal has been paid. Up until the first day of the calendar month that immediately precedes the first monthly payment due date set forth in Section 3 of the Note, I will pay interest at a yearly rate of 7.750 %. Additional days interest collected prior to the first monthly payment due date is sometimes called "Per Diem" interest and is due at the time I close my loan. Thereafter until the first Interest Rate Change Date, defined below in Section 2(B), I will pay interest at a yearly rate of 2.250 %. This rate is sometimes referred to as the "Start Rate" and is used to calculate the initial monthly payment described in Section 3. The interest rate required by this Section 2 of the Note is the rate I will pay both before and after any default described in Section 7(B) of the Note.

**(B) Interest Rate Change Dates**

The interest rate I will pay may change on the first day of AUGUST, 2006, and on that day every month thereafter. Each date on which my interest rate could change is called an "Interest Rate Change Date." The new rate of interest will become effective on each Interest Rate Change Date. The interest rate may change monthly, but the monthly payment is recalculated in accordance with Section 3.

**(C) Index**

Beginning with the first Interest Rate Change Date, my adjustable interest rate will be based on an Index. The "Index" is the "Twelve-Month Average" of the annual yields on actively traded United States Treasury Securities adjusted to a constant maturity of one year as published by the Federal Reserve Board in the Federal Reserve Statistical Release entitled "Selected Interest Rates (H.15)" (the "Monthly Yields"). The Twelve Month Average is determined by adding together the Monthly Yields for the most recently available twelve months and dividing by 12. The most recent Index figure available as of the date 15 days before each Interest Rate Change Date is called the "Current Index".

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

**(D) Calculation of Interest Rate Changes**

Before each Interest Rate Change Date, the Note Holder will calculate my new interest rate by adding THREE & 575/1000 percentage point(s) ( 3.575 %) ("Margin") to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). This rounded amount will be my new interest rate until the next Interest Rate Change Date. My interest will never be greater than 9.950 %. Beginning with the first Interest Rate Change Date, my interest rate will never be lower than the Margin.

**3. PAYMENTS****(A) Time and Place of Payments**

I will make a payment every month.

• PayOption MTA ARM Rider  
1E310-XX (09/05)

Page 2 of 6

DOC ID #: 00013834433506006

I will make my monthly payments on the FIRST day of each month beginning on August, 2006. I will make these payments every month until I have paid all the Principal and interest and any other charges described below that I may owe under the Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on JULY 01, 2046, I still owe amounts under the Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at  
P.O. Box 10219, Van Nuys, CA 91410-0219

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

**(B) Amount of My Initial Monthly Payments**

Each of my initial monthly payments until the first Payment Change Date will be in the amount of U.S. \$ 11,950.17, unless adjusted under Section 3 (F).

**(C) Payment Change Dates**

My monthly payment may change as required by Section 3(D) below beginning on the first day of AUGUST, 2007, and on that day every 12th month thereafter. Each of these dates is called a "Payment Change Date." My monthly payment also will change at any time Section 3(F) or 3(G) below requires me to pay a different monthly payment. The "Minimum Payment" is the minimum amount Note Holder will accept for my monthly payment which is determined at the last Payment Change Date or as provided in Section 3(F) or 3(G) below. If the Minimum Payment is not sufficient to cover the amount of the interest due then negative amortization will occur.

I will pay the amount of my new Minimum Payment each month beginning on each Payment Change Date or as provided in Section 3(F) or 3(G) below.

**(D) Calculation of Monthly Payment Changes**

At least 30 days before each Payment Change Date, the Note Holder will calculate the amount of the monthly payment that would be sufficient to repay the unpaid Principal that I am expected to owe at the Payment Change Date in full on the maturity date in substantially equal payments at the interest rate effective during the month preceding the Payment Change Date. The result of this calculation is called the "Full Payment." Unless Section 3(F) or 3(G) apply, the amount of my new monthly payment effective on a Payment Change Date, will not increase by more than 7.500% of my prior monthly payment. This 7.500% limitation is called the "Payment Cap." This Payment Cap applies only to the Principal and interest payment and does not apply to any escrow payments Lender may require under the Security Instrument. The Note Holder will apply the Payment Cap by taking the amount of my Minimum Payment due the month preceding the Payment Change Date and multiplying it by the number 1.075. The result of this calculation is called the "Limited Payment." Unless Section 3(F) or 3(G) below requires me to pay a different amount, my new Minimum Payment will be the lesser of the Limited Payment and the Full Payment.

• PayOption MTA ARM Rider  
1E310-XX (09/05)

Page 3 of 6

DOC ID #: 00013834433506006

**(E) Additions to My Unpaid Principal**

Since my monthly payment amount changes less frequently than the interest rate, and since the monthly payment is subject to the payment limitations described in Section 3(D), my Minimum Payment could be less than or greater than the amount of the interest portion of the monthly payment that would be sufficient to repay the unpaid Principal I owe at the monthly payment date in full on the Maturity Date in substantially equal payments. For each month that my monthly payment is less than the interest portion, the Note Holder will subtract the amount of my monthly payment from the amount of the interest portion and will add the difference to my unpaid Principal, and interest will accrue on the amount of this difference at the interest rate required by Section 2. For each month that the monthly payment is greater than the interest portion, the Note Holder will apply the payment as provided in Section 3(A).

**(F) Limit on My Unpaid Principal; Increased Monthly Payment**

My unpaid Principal can never exceed the Maximum Limit equal to ONE HUNDRED FIFTEEN percent ( 115 %) of the Principal amount I originally borrowed. My unpaid Principal could exceed that Maximum Limit due to Minimum Payments and interest rate increases. In that event, on the date that my paying my Minimum Payment would cause me to exceed that limit, I will instead pay a new Minimum Payment. This means that my monthly payment may change more frequently than annually and such payment changes will not be limited by the Payment Cap. The new Minimum Payment will be in an amount that would be sufficient to repay my then unpaid Principal in full on the Maturity Date in substantially equal payments at the current interest rate.

**(G) Required Full Payment**

On the tenth Payment Change Date and on each succeeding fifth Payment Change Date thereafter, I will begin paying the Full Payment as my Minimum Payment until my monthly payment changes again. I also will begin paying the Full Payment as my Minimum Payment on the final Payment Change Date.

**(H) Payment Options**

After the first Interest Rate Change Date, the Note Holder may provide me with up to three (3) additional payment options that are greater than the Minimum Payment, which are called "Payment Options." The Payment Options are calculated using the new interest rate in accordance with Section 2(D). I may be given the following Payment Options:

- (i) **Interest Only Payment:** the amount that would pay the interest portion of the monthly payment. The Principal balance will not be decreased by this Payment Option and it is only available if the interest portion exceeds the Minimum Payment.
- (ii) **Amortized Payment:** the amount necessary to pay the loan off (Principal and interest) at the Maturity Date in substantially equal payments. This monthly payment amount is calculated on the assumption that the current rate will remain in effect for the remaining term.

• PayOption MTA ARM Rider  
1E310-XX (09/05)

Page 4 of 6

DOC ID #: 00013834433506006

(iii) **15 Year Amortized Payment:** the amount necessary to pay the loan off (Principal and interest) within a fifteen (15) year term from the first payment due date in substantially equal payments. This monthly payment amount is calculated on the assumption that the current rate will remain in effect for the remaining term.

These Payment Options are only applicable if they are greater than the Minimum Payment.

#### **B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER**

Section 18 of the Security Instrument entitled "Transfer of the Property or a Beneficial Interest in Borrower" is amended to read as follows:

**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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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

• PayOption MTA ARM Rider  
1E310-XX (09/05)

Page 5 of 6



DOC ID #: 00013834433506006

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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

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

  
FRANK A. TIMPA

-Borrower

-Borrower

-Borrower

-Borrower

• PayOption MTA ARM Rider  
1E310-XX (09/05)

Page 6 of 6

## **Exhibit 2**

## **Exhibit 2**

## **Exhibit 2**

Inst #: 201006090003189

Fees: \$14.00

N/C Fee: \$0.00

06/09/2010 01:46:06 PM

Receipt #: 381952

Requestor:

CLARK RECORDING SERVICE

Recorded By: RNS Pgs: 1

DEBBIE CONWAY

CLARK COUNTY RECORDER

RECORDING REQUESTED BY:  
 RECONTRUST COMPANY, N.A.  
 AND WHEN RECORDED MAIL DOCUMENT TO:  
 BAC Home Loans Servicing, LP  
 400 COUNTRYWIDE WAY SV-35  
 SIMI VALLEY, CA 93065

TS No. 08-0061701

TITLE ORDER#: 3766435

APN: 163-28-614-007

## CORPORATION ASSIGNMENT OF DEED OF TRUST NEVADA

FOR VALUE RECEIVED, THE UNDERSIGNED HEREBY GRANTS, ASSIGNS AND TRANSFER TO:  
 THORNBURG MORTGAGE SECURITIES TRUST 2007-3

ALL BENEFICIAL INTEREST UNDER THAT CERTAIN DEED OF TRUST DATED 06/02/2006,  
 EXECUTED BY: FRANK A TIMPA, A MARRIED MAN AS HIS SOLE & SEPARATE  
 PROPERTY, TRUSTOR: TO RECONTRUST COMPANY, N.A., TRUSTEE AND RECORDED AS  
 INSTRUMENT NO. 0001581 ON 06/12/2006, IN BOOK 20060612, OF OFFICIAL RECORDS IN THE  
 COUNTY RECORDER'S OFFICE OF CLARK COUNTY, IN THE STATE OF NEVADA.

DESCRIBING THE LAND THEREIN: AS MORE FULLY DESCRIBED IN SAID DEED OF TRUST.

TOGETHER WITH THE NOTE OR NOTES THEREIN DESCRIBED OR REFERRED TO, THE  
 MONEY DUE AND TO BECOME DUE THEREON WITH INTEREST, AND ALL RIGHTS  
 ACCRUED OR TO ACCRUE UNDER SAID DEED OF TRUST/MORTGAGE.

DATED: June 04, 2010

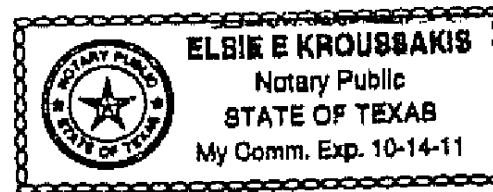
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS,  
INC.State of: TexasCounty of: TarrantBY: Khadija Gulley, Assistant Secretary

Khadija Gulley

JUN 07 2010

On June 07, 2010 before me Elsie E. Kroussakis, personally appeared  
Assl Secy, know to me (or proved to me on the oath of \_\_\_\_\_ or through  
\_\_\_\_\_) to be the person whose name is subscribed to the foregoing instrument and  
 acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.  
 Witness my hand and official seal.

Elsie E. Kroussakis  
 Notary Public's Signature



## **Exhibit 3**

## **Exhibit 3**

## **Exhibit 3**

Inst #: 20150121-0000855

Fees: \$18.00

N/C Fee: \$0.00

01/21/2015 08:46:52 AM

Receipt #: 2287996

Requestor:

SPL INC - LA

Recorded By: CDE Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

Recording Requested By:  
Title 365When Recorded Mail To:  
VERIPRISE PROCESSING SOLUTIONS LLC  
750 Hwy 121 BYP STE 100  
Lewisville, TX 75067

APN: 163-28-614-007

TS No.: NV1400263224  
TSG No.: 730-1406084-70  
Borrower.: FRANK A. TIMPA**SUBSTITUTION OF TRUSTEE**WHEREAS,  
FRANK A TIMPA, A MARRIED MAN AS HIS SOLE & SEPARATE PROPERTYwas the original Trustor, RECONTRUST COMPANY, N.A was the original Trustee, and MORTGAGE  
ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR COUNTRYWIDE HOME  
LOANS, INC.was the original Beneficiary under that certain Deed of Trust Dated 06/02/2006 and recorded on 06/12/2006 as  
Instrument No. 20060612-0001581,,Book/Page NA/NA, 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 substitutes, VERIPRISE PROCESSING SOLUTIONS LLC  
whose address is: 750 Hwy 121 BYP STE 100, Lewisville, TX 75067, 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.

NEVADA

## SUBSTITUTION OF TRUSTEE - PAGE 2

TS No.: NV1400263224  
TSG No.: 730-1406084-70

Date: 1-16-15

THORNBURG MORTGAGE SECURITIES TRUST 2007-3, MORTGAGE BACKED NOTES, SERIES 2007-3, U.S. BANK NATIONAL ASSOCIATION, AS INDENTURE TRUSTEE, SUCCESSOR IN INTEREST TO BANK OF AMERICA NATIONAL ASSOCIATION, AS INDENTURE TRUSTEE, SUCCESSOR BY MERGER TO LASALLE BANK NATIONAL ASSOCIATION, AS INDENTURE TRUSTEE W/A/T/A THORNBURG MORTGAGE SECURITIES TRUST 2007-3, BY NATIONSTAR MORTGAGE LLC AS ATTORNEY-IN-FACT

Jacqueline E. Riley 1-16-15  
Jacqueline E. Riley

State Of: Texas

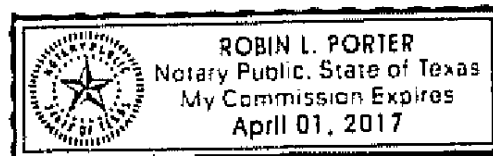
Assistant Secretary

County Of: Denton

Before me, Robin L. Porter, on this day personally appeared Jacqueline E. Riley 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 16 day of January, A.D., 2015.

Signature: Robin L. Porter (Seal)



## **Exhibit 4**

## **Exhibit 4**

## **Exhibit 4**

Assessor Parcel Number: 163-28-614-007  
File Number: R74507

### Accommodation

Inst #: 201108040002324

Fees: \$14.00

N/C Fee: \$0.00

08/04/2011 09:30:58 AM

Receipt #: 868886

Requestor:

NORTH AMERICAN TITLE COMPAN

Recorded By: CDE Pgs: 1

DEBBIE CONWAY

CLARK COUNTY RECORDER

### LIEN FOR DELINQUENT ASSESSMENTS

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

**NOTICE IS HEREBY GIVEN:** Red Rock Financial Services, a division of RMI Management LLC, officially assigned as agent by the Spanish Trail Master Association, herein also called the Association, in accordance with Nevada Revised Statutes 116 and outlined in the Association Covenants, Conditions, and Restrictions, herein also called CC&R's, recorded on 03/07/1984, in Book Number 1885, as Instrument Number 1844877 and including any and all Amendments and Annexations et. seq., of Official Records of Clark County, Nevada, which have been supplied to and agreed upon by said owner.

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

34 Innisbrook Ave, Las Vegas, NV 89113

ESTATES AT SPANISH TRAIL #5 PLAT BOOK 40 PAGE 6 LOT 13 BLOCK 1, in the County of Clark

Current Owner(s) of Record:

TIMPA TRUST U/T/D MARCH 3, 1999 (FRANK ANTHONY TIMPA AND MADELAINE TIMPA, TRUSTEES AND ANY SUCCESSOR TRUSTEE AS PROVIDED THEREIN)

The amount owing as of the date of preparation of this lien is \*\*\$5,543.92.

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

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

Dated: July 28, 2011

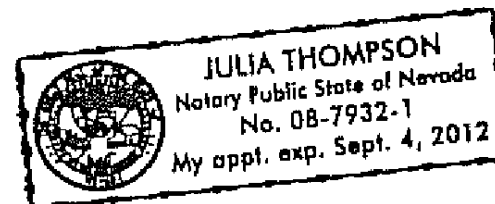
Prepared By Anna Romero, Red Rock Financial Services, on behalf of Spanish Trail Master Association

STATE OF NEVADA )  
COUNTY OF CLARK )

On July 28, 2011, before me, personally appeared Anna Romero, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

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





## **Exhibit 5**

## **Exhibit 5**

## **Exhibit 5**

## **Exhibit 6**

## **Exhibit 6**


## **Exhibit 6**

Assessor Parcel Number: 163-28-614-007  
File Number: R74507  
Property Address: 34 Innisbrook Ave  
Las Vegas NV 89113

or federal savings and loan association or savings association authorized to do business in the State of Nevada, in the amount of **\$20,309.95** as of 9/15/2014, 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 "as is".

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 03/07/1984, in Book Number 1885, as Instrument Number 1844877 of the Official Records in the Office of the Recorder and any subsequent amendments or updates that may have been recorded.

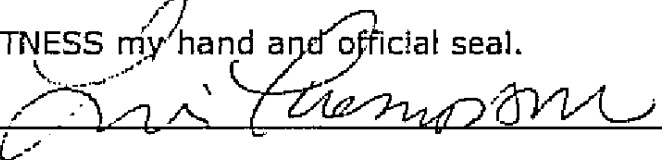
Dated: September 11, 2014

  
Prepared By Anna Romero, Red Rock Financial Services, on behalf of Spanish Trail Master Association

STATE OF NEVADA                    )  
COUNTY OF CLARK                )

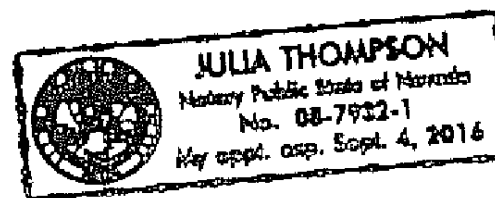
On September 11, 2014, before me, personally appeared Anna Romero, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that 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.



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, Nevada 89118  
(702) 483-2996 or (702) 932-6887



## **Exhibit 7**

## **Exhibit 7**

## **Exhibit 7**

Mail Tax statement to:  
Saticoy Bay LLC, Series 34 Innisbrook  
900 S. Las Vegas Blvd., #810  
Las Vegas, NV 89101

APN # 163-28-614-007

Inst #: 20141110-0002475  
Fees: \$18.00 N/C Fee: \$25.00  
RPTT: \$6125.10 Ex: #  
11/10/2014 11:49:45 AM  
Receipt #: 2215809  
Requestor:  
RESOURCES GROUP  
Recorded By: DXI Pgs: 3  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

### FORECLOSURE DEED


The undersigned declares: \$6125.10

Red Rock Financial Services, herein called agent for (Spanish Trail Master Association), was the duly appointed agent under that certain Lien for Delinquent Assessments, recorded 08/04/2011 as instrument number 0002324 Book 20110804, in Clark County. The previous owner as reflected on said lien is TIMPA TRUST U/T/D MARCH 3, 1999 (FRANK ANTHONY TIMPA AND MADELAINE TIMPA, TRUSTEES AND ANY SUCCESSOR TRUSTEE AS PROVIDED THEREIN). Red Rock Financial Services as agent for Spanish Trail Master Association does hereby grant and convey, but without warranty expressed or implied to: Saticoy Bay LLC, Series 34 Innisbrook (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: ESTATES AT SPANISH TRAIL #5 PLAT BOOK 40 PAGE 6 LOT 13 BLOCK 1 which is commonly known as 34 Innisbrook Ave Las Vegas, NV 89113.

#### AGENT STATES THAT:

This conveyance is made pursuant to the powers conferred upon agent by Nevada Revised Statutes, the Spanish Trail Master 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 12/06/2011 as instrument number 0001106 Book 20111206 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 Spanish Trail Master Association at public auction on 11/07/2014, 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 \$1,201,000.00 in lawful money of the United States, or by satisfaction, pro tanto, of the obligations then secured by the Lien for Delinquent Assessment.

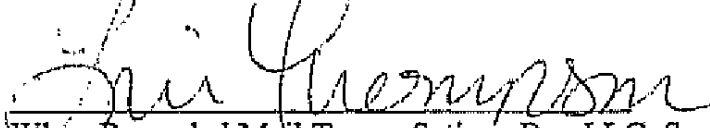
Dated: November 10, 2014

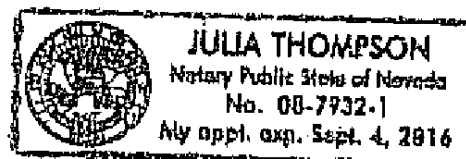
  
By: Christie Marling, employee of Red Rock Financial Services, agent for Spanish Trail  
Master Association

STATE OF NEVADA                    )  
COUNTY OF CLARK                )

On November 10, 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.

  
When Recorded Mail To: Saticoy Bay LLC, Series 34 Innisbrook  
900 S. Las Vegas Blvd., #810  
Las Vegas, NV 89101



Sept 4 2016

## STATE OF NEVADA DECLARATION OF VALUE

### 1. Assessor Parcel Number (s)

a) 103-28-614-007  
b) \_\_\_\_\_  
c) \_\_\_\_\_  
d) \_\_\_\_\_

### 2. Type of Property:

a) ☐ Vacant Land  
b) ☒ Single Fam Res.  
c) ☐ Condo/Townhome  
d) ☐ 2-4 Pkx  
e) ☐ Apl. Bldg.  
f) ☐ Comm'l/Ind'l  
g) ☐ Agricultural  
h) ☐ Mobile Home  
i) ☐ Other

#### FOR RECORDERS OPTIONAL USE ONLY

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

### 3. Total Value/Sales Price of Property:

\$ 1,201,000.00  
Deed in Lieu of Foreclosure Only (value of property) \$ \_\_\_\_\_  
Transfer Tax Value: \$ 1,201,000.00  
Real Property Transfer Tax Due: \$ 6125.10

### 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 disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature [Signature] Capacity AGENT  
Signature \_\_\_\_\_ Capacity \_\_\_\_\_

### SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: Red Rock Financial Services  
Address: 4775 West Teco Ave #140  
City: Las Vegas  
State: NV Zip: 89116

### BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: Sailcoy Bay LLC, Series 34 Innlebrook  
Address: 900 S. Las Vegas Blvd., #810  
City: Las Vegas  
State: NV Zip: 89101

### COMPANY/PERSON REQUESTING RECORDING

(REQUIRED IF NOT THE SELLER OR BUYER)

Print Name: Reserve Property LLC Escrow # \_\_\_\_\_  
Address: 900 S. Las Vegas Blvd #810  
City: NV State: NV Zip: 89101

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)

## **Exhibit 8**

## **Exhibit 8**

## **Exhibit 8**





Red Rock Financial Services

Numbers of Pages 5

January 26, 2012

Miles, Bauer, Bergstrom & Winters LLP  
Attn: Alexander Bhame  
Via Email: [abhame@mileslegal.com](mailto:abhame@mileslegal.com)

Re: 34 Innisbrook Ave, Las Vegas, NV 89113  
Spanish Trail Master Association / R74507

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

In response to your request for payoff figures for the above reference account, the following accounting ledger is a breakdown for the payoff request.

The current balance is \$9,255.44 (Please collect additional \$200.00 transfer fee for new owner payable to: Spanish Trail Master Association). This demand and its balance due will expire on 2/10/12. You MUST request an update as this balance will only be valid through the date above. Payment received after the expiration date will not be accepted if the balance has changed. Failure to remit the balance by the expiration date may result in the continuation of the collection process at an additional cost. Check(s) should be made payable to Red Rock Financial Services and mailed to the address below.

Spanish Trail Master Association and/or the Management Company's transfer fees as well as other fees and costs may not be included. You must contact Spanish Trail Master Association directly for those additional amounts at 702-367-8747.

If you have any questions, please contact our office at 702-932-6887.

Regards,

Red Rock Financial Services

Red Rock Financial Services

7251 Amigo Street, Suite 100 Las Vegas, NV 89119

[www.rvfs.com](http://www.rvfs.com)

Phone: 702-932-6887 Toll Free: 888-319-9460 Fax: 702.341.7733

By sending your check, please be aware that you are authorizing Red Rock Financial Services to use the information on your check to make a one-time electronic debit from your account at the financial institution indicated on your check. This electronic debit will be for the amount of your check; no additional amount will be added to the amount. (If we cannot collect your electronic payment, we will issue a draft against your account.) Please contact the Accounts Receivable department at (702) 932-6867 to learn about other payment options should you prefer to not have your payment processed in this manner.

**Red Rock Financial Services**  
**Account Detail**  
**Spanish Trail Master Association**  
Information as of: January 26, 2012

Page 1

Red Rock Financial Services Account Number: R74507

Property Address: 34 Innisbrook Ave, Las Vegas, NV 89113

COUNTRYWIDE HOME LOANS, INC., / ESTATES WEST AT SPANISH TRAIL  
ASSOCIATION, / FRANK ANTHONY TIMPA, TRUSTEE, / MADELAINE TIMPA,  
TRUSTEE, / MERS, / REPUBLIC SERVICES, / SPANISH TRAIL MASTER ASSOCIATION, /  
THORNBURG MORTGAGE SECURITIES TRUST 2007-3, / Timpa Trust u/t/d/ March 3, 1999,

Detailed Summary

Date	Description	Amount	Balance	Check#
07/01/2010	Assessment	\$225.00	\$225.00	
08/01/2010	Assessment	\$225.00	\$450.00	
08/16/2010	Late Fee	\$25.00	\$475.00	
09/01/2010	Assessment	\$225.00	\$700.00	
09/15/2010	Assessment	\$825.00	\$1,525.00	
09/16/2010	Late Fee	\$25.00	\$1,550.00	
10/01/2010	Assessment	\$225.00	\$1,775.00	
10/16/2010	Late Fee	\$25.00	\$1,800.00	
11/01/2010	Assessment	\$225.00	\$2,025.00	
11/16/2010	Late Fee	\$25.00	\$2,050.00	
12/01/2010	Assessment	\$225.00	\$2,275.00	
12/02/2010	Association Misc. Charge	\$200.00	\$2,475.00	
12/16/2010	Late Fee	\$25.00	\$2,500.00	
12/21/2010	Intent Mailing Costs	\$9.00	\$2,509.00	
12/21/2010	Intent to Lien Letter	\$125.00	\$2,634.00	
12/21/2010	Intent Mailing Costs	\$9.00	\$2,643.00	
01/01/2011	Assessment	\$225.00	\$2,868.00	
01/16/2011	Late Fee	\$25.00	\$2,893.00	
02/01/2011	Assessment	\$225.00	\$3,118.00	
02/16/2011	Late Fee	\$25.00	\$3,143.00	
03/01/2011	Assessment	\$225.00	\$3,368.00	
03/01/2011	Assessment	\$825.00	\$4,193.00	
03/16/2011	Late Fee	\$25.00	\$4,218.00	

7251 Amigo Street, Suite 100, Las Vegas, NV 89119 Phone: (702) 932-6887 Fax: (702) 341-7733

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

Printed: 1/26/12

**Red Rock Financial Services**  
**Account Detail**  
**Spanish Trail Master Association**  
Information as of: January 26, 2012

Page 2

Red Rock Financial Services Account Number: R74507

Property Address: 34 Innisbrook Ave, Las Vegas, NV 89113

COUNTRYWIDE HOME LOANS, INC., / ESTATES WEST AT SPANISH TRAIL  
ASSOCIATION, / FRANK ANTHONY TIMPA, TRUSTEE, / MADELAINE TIMPA,  
TRUSTEE, / MERS, / REPUBLIC SERVICES, / SPANISH TRAIL MASTER ASSOCIATION, /  
THORNBURG MORTGAGE SECURITIES TRUST 2007-3, / Timpa Trust u/t/d/ March 3, 1999,

Detailed Summary

Date	Description	Amount	Balance	Check#
03/17/2011	Red Rock Fee Adjustment	-\$348.96	\$3,869.04	
03/17/2011	Lien Mailing Costs	\$7.98	\$3,877.02	
03/17/2011	Lien for Delinquent Assessment	\$275.00	\$4,152.02	
03/17/2011	Lien Release	\$30.00	\$4,182.02	
03/17/2011	Lien Recording Costs	\$28.00	\$4,210.02	
03/17/2011	Lien Mailing Costs	\$7.98	\$4,218.00	
04/01/2011	Assessment	\$225.00	\$4,443.00	
04/16/2011	Late Fee	\$25.00	\$4,468.00	
05/01/2011	Assessment	\$225.00	\$4,693.00	
05/16/2011	Late Fee	\$25.00	\$4,718.00	
06/01/2011	Assessment	\$225.00	\$4,943.00	
06/16/2011	Late Fee	\$25.00	\$4,968.00	
07/01/2011	Assessment	\$225.00	\$5,193.00	
07/16/2011	Late Fee	\$25.00	\$5,218.00	
07/28/2011	Lien Mailing Costs	\$8.96	\$5,226.96	
07/28/2011	Lien for Delinquent Assessment	\$275.00	\$5,501.96	
07/28/2011	Lien Release	\$30.00	\$5,531.96	
07/28/2011	Lien Recording Costs	\$28.00	\$5,559.96	
07/28/2011	Lien Mailing Costs	\$8.96	\$5,568.92	
08/01/2011	Assessment	\$225.00	\$5,793.92	
08/16/2011	Late Fee	\$25.00	\$5,818.92	
09/01/2011	Assessment	\$225.00	\$6,043.92	

7251 Amigo Street, Suite 100, Las Vegas, NV 89119 Phone: (702) 932-6887 Fax: (702) 341-7733

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

Printed: 1/26/12

**Red Rock Financial Services**  
**Account Detail**  
**Spanish Trail Master Association**  
Information as of: January 26, 2012

Page 3

Red Rock Financial Services Account Number: R74507

Property Address: 34 Innisbrook Ave, Las Vegas, NV 89113

COUNTRYWIDE HOME LOANS, INC., / ESTATES WEST AT SPANISH TRAIL  
ASSOCIATION, / FRANK ANTHONY TIMPA, TRUSTEE, / MADELAINE TIMPA,  
TRUSTEE, / MERS, / REPUBLIC SERVICES, / SPANISH TRAIL MASTER ASSOCIATION, /  
THORNBURG MORTGAGE SECURITIES TRUST 2007-3, / Timpa Trust u/t/d/ March 3, 1999 ,

Detailed Summary

Date	Description	Amount	Balance	Check#
09/15/2011	Assessment	\$825.00	\$6,868.92	
09/16/2011	Late Fee	\$25.00	\$6,893.92	
10/01/2011	Assessment	\$225.00	\$7,118.92	
10/16/2011	Late Fee	\$25.00	\$7,143.92	
10/27/2011	Intent to NOD	\$90.00	\$7,233.92	
10/27/2011	Intent to NOD	\$90.00	\$7,323.92	
11/01/2011	Assessment	\$225.00	\$7,548.92	
11/16/2011	Late Fee	\$25.00	\$7,573.92	
11/28/2011	Adjustment	-\$90.00	\$7,483.92	
11/29/2011	NOD Mailing Costs	\$17.92	\$7,501.84	
11/29/2011	Notice of Default	\$375.00	\$7,876.84	
11/29/2011	NOD Mailing Costs	\$89.60	\$7,966.44	
11/29/2011	NOD Release	\$30.00	\$7,996.44	
11/29/2011	Trustee Sale Guarantee	\$350.00	\$8,346.44	
11/29/2011	NOD Recording Costs	\$17.00	\$8,363.44	
11/29/2011	NOD Release Recording Costs	\$17.00	\$8,380.44	
12/01/2011	Assessment	\$225.00	\$8,605.44	
12/15/2011	Late Fee	\$25.00	\$8,630.44	
01/01/2012	Assessment	\$225.00	\$8,855.44	
01/15/2012	Late Fee	\$25.00	\$8,880.44	
01/26/2012	Payoff Demand	\$150.00	\$9,030.44	
02/01/2012	Assessment	\$225.00	\$9,255.44	

7251 Amigo Street, Suite 100, Las Vegas, NV 89119 Phone: (702) 932-6887 Fax: (702) 341-7733

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

Printed: 1/26/12

**Request for Taxpayer  
Identification Number and Certification**

Give Form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return) <b>RMI Management, LLC</b>	
Business name/disregarded entity name, if different from above <b>Red Rock Financial Services</b>	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	
<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) <b>7251 Amigo Street, Suite 100</b>	Requester's name and address (optional)
City, state, and ZIP code <b>Las Vegas, NV 89119</b>	
List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				

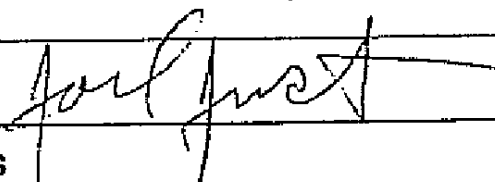
Employer identification number								
				-				

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out Item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, Item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here    Signature of U.S. person ▶ 

Date ▶ **1/26/12**

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

## **Exhibit 9**

## **Exhibit 9**

## **Exhibit 9**

DOUGLAS E. MILES  
Also Admitted in California &  
Illinois  
JEREMY T. BERGSTROM  
Also Admitted in Arizona  
GINA M. CORENA  
ROCK K. JUNG  
KRISTA J. NIELSON  
JORY C. GARABEDIAN  
THOMAS M. MORLAN  
Admitted in California  
STEVEN E. STERN  
Admitted in Arizona & Illinois  
ANDREW H. PASTWICK  
Also Admitted in Arizona &  
California



MILES, BAUER, BERGSTROM & WINTERS, LLP  
ATTORNEYS AT LAW SINCE 1985

2200 Paseo Verde Pkwy., Suite 250  
Henderson, NV 89052  
Phone: (702) 369-5960  
Fax: (702) 369-4955

CALIFORNIA OFFICE  
1231 E. Dyer Road, Suite 100  
Santa Ana, CA 92705  
Phone: (714) 481-9100  
Fax: (714) 481-9141

RICHARD J. BAUER, JR.  
FRED TIMOTHY WINTERS  
KEENAN E. McCLENAHAN  
MARK T. DOMEYER  
Also Admitted in the District  
of  
Columbia & Virginia  
TAMI S. CROSBY  
L. BRYANT JAQUEZ  
WAYNE A. RASH  
VY T. PHAM  
HADI R. SEYED-ALI  
BRIAN H. TRAN  
ANNA A. GHAJAR  
CORI B. JONES  
CATHERINE K. MASON  
CHRISTINE A. CHUNG  
HANH T. NGUYEN  
S. SHELLY RAISZADEH  
SHANNON C. WILLIAMS  
ADTIN SHAKOURI  
LAWRENCE R. BOIVIN

February 9, 2012

RED ROCK FINANCIAL SERVICES  
7251 Amigo Street, Suite 100  
Las Vegas, NV 89119

Re: *Property Address:* 34 Innisbrook Avenue  
*ACCT NO.:*  
*LOAN #:*  
*MBBW File No.*

Dear Sir/Madame:

As you may recall, this firm represents the interests of Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, LP (hereinafter "BANA") with regard to the issues set forth herein. We have received correspondence from your firm regarding our inquiry into the "Super Priority Demand Payoff" for the above referenced property. The Statement of Account provided by you in regards to the above-referenced address shows a full payoff amount of \$9,255.44. BANA is the beneficiary/servicer of the first deed of trust loan secured by the property and wishes to satisfy its obligations to the HOA. Please bear in mind that:

NRS 116.3116 governs liens against units for assessments. Pursuant to NRS 116.3116:

The association has a lien on a unit for:

...

*any penalties, fees, charges, late charges, fines and interest charged pursuant to paragraphs (j) to (n), inclusive, of subsection 1 of NRS 116.3102 are enforceable as assessments under this section*

While the HOA may claim a lien under NRS 116.3102 Subsection (1), Paragraphs (j) through (n) of this Statute clearly provide that such a lien is JUNIOR to first deeds of trust to the extent the lien is for fees and charges imposed for collection and/or attorney fees, collection costs, late fees, service charges and interest. See Subsection 2(b) of NRS 116.3116, which states in pertinent part:

2. A lien under this section is prior to all other liens and encumbrances on a unit except:  
(b) A first security interest on the unit recorded before the date on which the assessment sought to be enforced became delinquent...

The lien is also prior to all security interests described in paragraph (b) to the extent of the assessments for common expenses...which would have become due in the absence of acceleration during the 9 months immediately preceding institution of an action to enforce the lien.

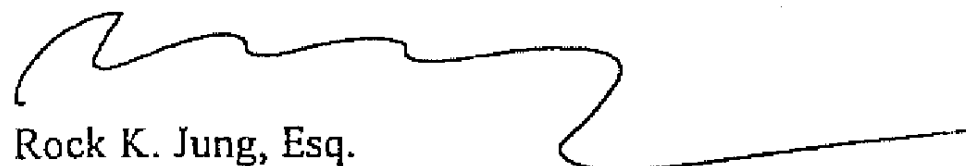
Based on Section 2(b), a portion of your HOA lien is arguably prior to BANA's first deed of trust, specifically the nine months of assessments for common expenses incurred before the date of your notice of delinquent assessment. As stated above, the payoff amount stated by you includes many fees that are junior to our client's first deed of trust pursuant to the aforementioned NRS 116.3102 Subsection (1), Paragraphs (j) through (n).

Our client has authorized us to make payment to you in the amount of \$2,025.00 to satisfy its obligations to the HOA as a holder of the first deed of trust against the property. Thus, enclosed you will find a cashier's check made out to Red Rock Financial Services in the sum of \$2,025.00, which represents the maximum 9 months worth of delinquent assessments recoverable by an HOA. This is a non-negotiable amount and any endorsement of said cashier's check on your part, whether express or implied, will be strictly construed as an unconditional acceptance on your part of the facts stated herein and express agreement that BANA's financial obligations towards the HOA in regards to the real property located at 34 Innisbrook Avenue have now been "paid in full".

Thank you for your prompt attention to this matter. If you have any questions or concerns, I may be reached by phone directly at (702) 942-0412.

Sincerely,

*MILES, BAUER, BERGSTROM & WINTERS, LLP*

  
Rock K. Jung, Esq.



Miles, Bauer, Bergstrom & Winters, LLP Trust Acct  
 Payee: RED ROCK FINANCIAL SERVICES  
 12-H0207  
 Initials: SRN  
 Date: 2/6/2012  
 Amount: 2,025.00  
 Check #: 13298

Inv. Date	Reference #	Description	Inv. Amount	Case #	Matter Description	Cost Amount
2/3/2012	R74507	To Cure HOA Deficiency	2,025.00			

Miles, Bauer, Bergstrom & Winters, LLP  
 Trust Account  
 1231 E. Dyer Road, #100  
 Santa Ana, CA 92705  
 Phone: (714) 481-9100

Bank of America  
 1100 N. Green Valley Parkway  
 Henderson, NV 89074  
 16-66/1220  
 1020  
 12-H0207

Loan #

Pay \$\*\*\*\*\*Two Thousand, Twenty-Five & No/100 Dollars  
 to the order of


RED ROCK FINANCIAL SERVICES

13298

Date: 2/6/2012

Amount \$\*\*\*\*\* 2,025.00

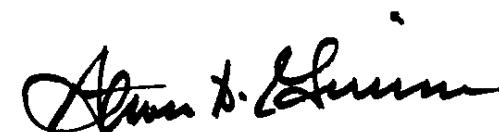
Check Void After 90 Days



Security Features Included. Details on back.

# **EXHIBIT 2**

# **EXHIBIT 2**



CLERK OF THE COURT

CCAN  
DAVID R. KOCH  
Nevada Bar No. 8830  
STEVEN B. SCOW  
Nevada Bar No. 9906  
ROBERT L. ENGLISH  
Nevada Bar No. 3504  
KOCH & SCOW LLC  
11500 S. Eastern Ave., Suite 210  
Henderson, NV 89052  
dkoch@kochscow.com  
sscows@kochscow.com  
renglish@kochscow.com  
Telephone: (702) 318-5040  
Facsimile: (702) 318-5039

Attorneys for Counter-Defendant/Counterclaimant  
Red Rock Financial Services

**EIGHTH DISTRICT COURT**

**CLARK COUNTY, NEVADA**

SATICOY BAY LLC SERIES 34 INNISBROOK,

Plaintiff,

vs.

THORNBURG MORTGAGE SECURITIES  
TRUST 2007-3; RECONSTRUCT COMPANY,  
N.A. a division of BANK OF AMERICA;  
FRANK TIMPA and MADELAINE TIMPA,  
individually and as trustees of the TIMPA  
TRUST,

Defendants.

THORNBURG MORTGAGE SECURITIES  
TRUST 2007-3,

Counterclaimant,

vs.

SATICOY BAY LLC SERIES 34 INNISBROOK,  
a Nevada Limited-liability company; SPANISH  
TRAIL MASTER ASSOCIATION, a Nevada  
Non-Profit Corporation; RED ROCK  
FINANCIAL SERVICES, LLC, an unknown

Case No.: A-14-710161-C  
Dept.: XXXI

**RED ROCK FINANCIAL  
SERVICES' ANSWER TO  
THORNBURG MORTGAGE  
SECURITIES TRUST 2007-3  
COUNTERCLAIM; AND RED  
ROCK FINANCIAL SERVICES'  
COUNTERCLAIM FOR  
INTERPLEADER (NRCP 22)**

1 through X; and ROE CORPORATIONS I  
2 through X, inclusive,

3  
4 Counter-Defendants.

5 RED ROCK FINANCIAL SERVICES,

6 Counterclaimant,

7 vs.

8 THORNBURG MORTGAGE SECURITIES  
9 TRUST 2007-3; COUNTRYWIDE HOME  
10 LOANS, INC.; ESTATES WEST AT SPANISH  
11 TRAILS; MORTGAGE ELECTRONIC  
12 REGISTRATION SYSTEM, INC.; REPUBLIC  
SERVICES; LAS VEGAS VALLEY WATER  
DISTRICT; FRANK TIMPA and MADELAINE  
TIMPA, individually and as trustees of the  
TIMPA TRUST U/T/D March 3, 1999; and  
DOES 1-100, inclusive,

13 Counter-Defendants.

14  
15 RED ROCK FINANCIAL SERVICES ("Red Rock") answers the Counterclaim filed  
16 by Thornburg Mortgage Securities Trust 2007-3 ("Thornburg"), and admits, denies, and  
17 alleges as follows:

18 I.

19 PARTIES

20 1. In response to paragraphs 1, 3 and 7, Red Rock is without sufficient  
21 information to form a belief as to the truth of the allegations of these paragraphs and on  
22 that basis denies the allegations.

23 2. In response to paragraph 2, Red Rock states the document referenced  
24 speaks for itself, and Red Rock is without sufficient information or knowledge to for a  
25 belief as to the remaining allegations in this paragraph and on that basis denies the  
26 allegations.

27 3. Red Rock admits the allegations of paragraphs 4 through 6.  
28

4. In response to paragraph 8, Red Rock states this paragraph sets forth a legal conclusion to which no response is necessary. To the extent a response is required, Red Rock denies the allegations of this paragraph.

## II.

## JURISDICTION AND VENUE

5. In response to paragraphs 9 through 12, Red Rock states these paragraphs constitute a legal conclusion to which no response is required.

### III.

## FACTUAL BACKGROUND

6. In response to paragraphs 13 and 15, Red Rock is without sufficient information to form a belief as to the truth of the allegations of these paragraphs and on that basis Red Rock denies the allegations.

7. In response to paragraphs 14, 16, 17, 18, 19, 20, and 22, Red Rock states the documents referenced therein speak for themselves, and Red Rock is without sufficient information or knowledge to for a belief as to the remaining allegations in these paragraphs and on that basis Red Rock denies the allegations.

8. In response to paragraph 21, Red Rock admits that there was a foreclosure sale on November 7, 2014. Red Rock is without sufficient information or knowledge to form a belief as to the remaining allegations in this paragraph and on that basis Red Rock denies the allegations.

9. In response to paragraphs 23 and 24, Red Rock states these paragraphs set forth legal conclusions to which no responses are necessary. To the extent responses are required, Red Rock denies the allegations of these paragraphs.

10. Red Rock denies the allegations of paragraph 25.

11. In response to paragraph 26, Red Rock states this paragraph sets forth legal conclusions to which no responses are necessary. To the extent a response is required, Red Rock denies the allegations.

12. Red Rock denies the allegations of paragraph 27.

1           13.     In response to paragraph 28, Red Rock is without sufficient information to  
2 form a belief as to the truth of the allegations of this paragraph and on that basis Red  
3 Rock denies the allegations.

4           14.     In response to paragraphs 29 and 30, Red Rock states the documents  
5 referenced therein speak for themselves, and Red Rock denies any further allegations in  
6 these paragraphs.

7           15.     In response to paragraph 31, Red Rock admits that it received the letter  
8 attached as Exhibit 9 and denies the remaining allegations in the paragraph.

9           16.     In response to paragraph 32, Red Rock states this paragraph sets forth  
10 legal conclusions to which no responses are necessary. To the extent a response is  
11 required, Red Rock denies the allegations.

12           17.     Red Rock denies the allegations of paragraphs 33 through 41.

13           18.     In response to paragraphs 42 and 43, Red Rock states these paragraphs set  
14 forth legal conclusions to which no responses are necessary. To the extent a response is  
15 required, Red Rock denies the allegations.

16           19.     Red Rock denies the allegations of paragraphs 44 and 45.

17           20.     In response to paragraph 46, Red Rock states this paragraph sets forth  
18 legal conclusions to which no responses are necessary. To the extent a response is  
19 required, Red Rock denies the allegations.

20           21.     Red Rock denies the allegations of paragraphs 47 and 48.

21           22.     In response to paragraphs 49 and 50, Red Rock states these paragraphs set  
22 forth legal conclusions to which no responses are necessary. To the extent a response is  
23 required, Red Rock denies the allegations.

24           23.     In response to paragraphs 51 and 52, Red Rock is without sufficient  
25 information to form a belief as to the truth of the allegations of these paragraphs and on  
26 that basis Red Rock denies the allegations.

27           24.     Red Rock denies the allegations of paragraphs 53, 54, 55, 56, and 57.

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1           25.     In response to paragraph 58, Red Rock states the content of the CC&Rs  
2 speak for themselves, and no response is required.

3           26.     In response to paragraphs 59 and 61, Red Rock states that Mortgage  
4 Protection Clauses do not circumvent the Nevada Statutes, and Red Rock denies the  
5 allegations contain in theses paragraphs.

6           27.     In response to paragraph 60, Red Rock is without sufficient information to  
7 form a belief as to the truth of the allegations of this paragraph and on that basis Red  
8 Rock denies the allegations.

9           28.     Red Rock denies the allegations of paragraphs 61, 62, and 63.

10          29.     In response to paragraphs 64, 65, and 66, Red Rock is without sufficient  
11 information to form a belief as to the truth of the allegations of these paragraphs and on  
12 that basis Red Rock denies the allegations.

13          30.     Red Rock denies the allegations of paragraph 67.

14                               **FIRST CAUSE OF ACTION**

15           **(Quiet Title/Declaratory Relief Pursuant to NRS 30.010 et seq. and NRS 40.010 et seq.**  
16                               **versus SATICOY, HOA, and all fictitious Defendants)**

17          31.     In response to paragraph 68, Red Rock repeats and reasserts its responses  
18 to paragraphs 1 through 67 of the Counterclaim as though fully set forth herein.

19          32.     In response to paragraphs 69, 70, 71, and 72, Red Rock states these  
20 paragraphs set forth legal conclusions to which no response is necessary. To the extent  
21 responses are required, Red Rock is without sufficient knowledge or information to form  
22 a belief and on that basis denies the allegations in these paragraphs.

23          33.     In response to paragraphs 73, Red Rock is without sufficient information to  
24 form a belief as to the truth of the allegations of this paragraph and on that basis denies  
25 the allegations.

26          34.     Red Rock denies the allegations of paragraphs 74, 75, 76, 77, and 78.  
27  
28

1 **SECOND CAUSE OF ACTION**

2 **(Permanent and Preliminary Injunction versus SATICOY)**

3 35. Red Rock states that this Second Cause of Action, paragraphs 79 through  
4 87, is not applicable to it, therefore, no response is required to these allegations.

5 **THIRD CAUSE OF ACTION**

6 **(Wrongful Foreclosure versus the HOA, the HOA Trustee, and fictitious Defendants)**

7 36. In response to paragraph 88, Red Rock repeats and reasserts its responses  
8 to paragraph 1 through 87 of the Counterclaim as though fully set forth herein.

9 37. Red Rock denies the allegations of paragraphs 89 through 99.

10 **FOURTH CAUSE OF ACTION**

11 **(Negligence versus HOA, the HOA Trustee, and fictitious Defendants)**

12 38. In response to paragraph 100, Red Rock repeats and reasserts its responses  
13 to paragraph 1 through 99 of the Counterclaim as though fully set forth herein.

14 39. In response to paragraph 101, Red Rock states this paragraph states legal  
15 conclusions to which no response is necessary. To the extent a response is required, Red  
16 Rock is without sufficient knowledge or information to form a belief and on that basis  
17 denies the allegations in this paragraph.

18 40. Red Rock denies the allegations of paragraphs 102 through 106.

19 **FIFTH CAUSE OF ACTION**

20 **(Negligence Pro Se versus HOA, the HOA Trustee, and fictitious Defendants)**

21 41. In response to paragraph 107, Red Rock repeats and reasserts its responses  
22 to paragraph 1 through 106 of the Counterclaim as though fully set forth herein.

23 42. In response to paragraph 108, Red Rock states the Chapter and statutes  
24 reference speak for themselves and no response is necessary. To the extent a response is  
25 required, Red Rock denies the allegations of this paragraph.

26 43. Red Rock denies the allegations of paragraphs 109 and 110.

27 44. In response to paragraphs 111 and 112, Red Rock states this paragraph  
28 states legal conclusions to which no response is necessary. To the extent a response is



1 required, Red Rock is without sufficient knowledge or information to form a belief and  
2 on that basis denies the allegations in this paragraph.

3 45. Red Rock denies the allegations of paragraphs 113 through 116.

4 **SIXTH CAUSE OF ACTION**

5 **(Breach of Contract versus HOA, the HOA Trustee, and fictitious Defendants)**

6 46. In response to paragraph 117, Red Rock repeats and reasserts its responses  
7 to paragraph 1 through 116 of the Counterclaim as though fully set forth herein.

8 47. In response to paragraph 118, Red Rock is without sufficient knowledge or  
9 information to form a belief and on that basis denies the allegations in this paragraph.

10 48. Red Rock denies the allegations of paragraphs 119 through 121.

11 **SEVENTH CAUSE OF ACTION**

12 **(Misrepresentation versus HOA)**

13 49. In response to paragraph 122, Red Rock repeats and reasserts its responses  
14 to paragraphs 1 through 121 of the Counterclaim as though fully set forth in full herein.

15 50. In response to paragraph 123, Red Rock states this paragraph states legal  
16 conclusions to which no response is necessary. To the extent a response is required, Red  
17 Rock is without sufficient knowledge or information to form a belief and on that basis  
18 denies the allegations in this paragraph.

19 51. In response to paragraph 124, Red Rock is without sufficient knowledge or  
20 information to form a belief and on that basis denies the allegations in this paragraph.

21 52. Red Rock denies the allegations of paragraphs 125 through 131.

22 **EIGHTH CAUSE OF ACTION**

23 **(Unjust Enrichment versus SATICOY, HOA, HOA Trustee, and fictitious Defendants)**

24 53. In response to paragraph 132, Red Rock repeats and reasserts its responses  
25 to paragraphs 1 through 131 of the Counterclaim as though fully set forth in full herein.

26 54. Red Rock denies the allegations of paragraphs 133 through 140.

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**NINTH CAUSE OF ACTION**

**(Breach of the Covenant of Good Faith and Fair Dealing versus the HOA and HOA  
Trustee, and the fictitious Defendants)**

55. In response to paragraph 141, Red Rock repeats and reasserts its responses to paragraphs 1 through 140 of the Counterclaim as though fully set forth in full herein.

56. In response to paragraphs 142 and 143, Red Rock states these paragraphs state legal conclusions to which no responses are necessary. To the extent responses are required, Red Rock is without sufficient knowledge or information to form a belief and on that basis denies the allegations in these paragraphs.

57. Red Rock denies the allegations of paragraphs 144 through 147.

**TENTH CAUSE OF ACTION**

**(In the Alternative-Application for Deficiency Judgment/Breach of  
Contract versus Timpa)**

58. Red Rock states that this cause of action, paragraphs 148 through 160, is not applicable to it, therefore, no response is required.

**AFFIRMATIVE DEFENSES**

**FIRST AFFIRMATIVE DEFENSE**

Counterclaimant Thornburg Mortgage Securities Trust 2007-3's counterclaim fails to state a claim for which relief can be granted.

**SECOND AFFIRMATIVE DEFENSE**

Counterclaimant Thornburg Mortgage Securities Trust 2007-3's unclean hands preclude any of the relief requested.

**THIRD AFFIRMATIVE DEFENSE**

Counterclaimant Thornburg Mortgage Securities Trust 2007-3's claims are barred by the doctrines of estoppel, laches, and waiver.

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**FOURTH AFFIRMATIVE DEFENSE**

Counterclaimant Thornburg Mortgage Securities Trust 2007-3's claims are barred by the applicable statute of limitations.

**FIFTH AFFIRMATIVE DEFENSE**

Counterclaimant Thornburg Mortgage Securities Trust 2007-3 has acquiesced to any of the conduct and usage alleged in its Counterclaim.

**SIXTH AFFIRMATIVE DEFENSE**

Counterclaimant Thornburg Mortgage Securities Trust 2007-3 has failed to mitigate its damages, if any.

**SEVENTH AFFIRMATIVE DEFENSE**

Counterclaimant Thornburg Mortgage Securities Trust 2007-3's damages, if any, are caused by its own actions or from the acts of others not parties to this action.

**EIGHTH AFFIRMATIVE DEFENSE**

Counterclaimant Thornburg Mortgage Securities Trust 2007-3 has failed to join an indispensable party, in that other parties are wholly or at least partly caused Counterclaimant's harm and complete relief may not be granted in their absence.

**NINTH AFFIRMATIVE DEFENSE**

Counterclaimant Thornburg Mortgage Securities Trust 2007-3's claims are barred by the voluntary payment doctrine.

**TENTH AFFIRMATIVE DEFENSE**

Counterclaimant Thornburg Mortgage Securities Trust 2007-3 knowingly and voluntarily waived its rights to obtain any or all of the relief sought in its Counterclaim.

**ELEVENTH AFFIRMATIVE DEFENSE**

Counterclaimant Thornburg Mortgage Securities Trust 2007-3 has no contract with this answering counter-defendant.

**TWELFTH AFFIRMATIVE DEFENSE**

Counterclaimant Thornburg Mortgage Securities Trust 2007-3 has no fiduciary relationship with this answering counter-defendant.

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**THIRTEENTH AFFIRMATIVE DEFENSE**

Counterclaimant Thornburg Mortgage Securities Trust 2007-3's claims are barred by the economic loss doctrine.

**FOURTEENTH AFFIRMATIVE DEFENSE**

Counterclaimant Thornburg Mortgage Securities Trust 2007-3 has no special relationship with this answering counter-defendant.

**FIFTEENTH AFFIRMATIVE DEFENSE**

This answering counter-defendant has limited facts available at this time and thus some of the foregoing Affirmative Defenses may have been plead in accordance to NRCP 8, for purposes of non-waiver. Furthermore, pursuant to NRCP 11, this answering counter-defendant has or may have more affirmative defenses or counterclaims that are not known at this time but may be uncovered through further discovery wherefore, this answering counter-defendant reserves the right to assert any such affirmative defenses or Counterclaims so ascertained at a later date.

WHEREFORE, as to the Thornburg Mortgage Securities Trust 2007-3's Counterclaim, Red Rock prays as follows:

- 1. That Counterclaimant Thornburg Mortgage Securities Trust 2007-3 take nothing by way of its Counterclaim.
- 2. That judgment be rendered in favor of Red Rock;
- 3. That Counterclaimant Thornburg Mortgage Securities Trust 2007-3 compensate Red Rock for reasonable fees and costs incurred in defending this action; and
- 4. For any other such relief that the Court deems just and proper.

Dated: May 21, 2015.

**KOCH & SCOW, LLC**

By: /s/Steven B. Scow  
Steven B. Scow  
*Attorneys for Red Rock Financial Services*

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1           8.       Counter-Defendant Republic Services, ("Republic") is an unknown entity,  
2 which at all times material herein, was doing business in Clark County, Nevada.

3           9.       Counter-defendant Las Vegas Valley Water District ("LVVWD") is a  
4 political subdivision of the State of Nevada, which at all times material herein, was doing  
5 business in Clark County, Nevada.

6           10.      Countrywide, MERS, Sub HOA, Republic, and LVVWD are joined to this  
7 proceeding as Counterclaim defendants pursuant to *Lund v. Eighth Jud. Dist. Ct.*, 255 P.3d  
8 280 (2011) and NRCP 13(h).

9           11.      Red Rock is unaware currently of the true names and capacities of those  
10 defendants sued herein as DOES 1-100 and therefore sues said counter-defendants by  
11 such fictitious names. Plaintiff will seek leave of the court to amend this Counterclaim to  
12 allege the true names and capacities of said defendants when the same have been  
13 ascertained.

14           12.      Red Rock is informed and believes, and thereon alleges, that each of the  
15 cross-defendants sued herein, including those named as DOES, are the agents, servants,  
16 employees, predecessor entities, successor entities, parent entities, totally owned or  
17 controlled entities, or had some legal relationship of responsibility for, the other cross-  
18 defendants, and in doing the things herein alleged, acted within the course and scope  
19 and authority of such agency, employment, ownership or other relationship and with the  
20 full knowledge and consent of the other defendants, or are in some other manner legally  
21 responsible for the acts as alleged herein. Additionally, with respect to all corporate  
22 entity cross-defendants, the officers and directors of such entities ratified and affirmed all  
23 contracts of its employees, agents, directors and/or officers.

#### 24                                   GENERAL ALLEGATIONS

25           13.      Red Rock is a debt collection company, which works on behalf of  
26 homeowner associations to collect debts secured by real property, including delinquent  
27 homeowner assessments. When a property owner becomes delinquent to the  
28 homeowners association, Red Rock is contracted to collect the debt. These efforts include

1 attempts to collect the debt directly from the property owner, but when the property  
2 owner does not pay after an extended period, the process leads to a non-judicial  
3 foreclosure action pursuant to Nevada law.

4 14. Here, Red Rock was contracted by the Master Association to collect debts  
5 for unpaid homeowners assessments owed to the Master Association by counter-  
6 defendants Frank Timpa and Madeline Timpa individually and as trustees of the Timpa  
7 Trust for the property located at 34 Innisbrook Avenue, Las Vegas, NV 89113 ("the  
8 Subject property"). Red Rock's efforts resulted in a foreclosure sale of the Subject  
9 Property on November 7, 2014.

10 15. In connection with the foreclosure sale, the Master Association was paid the  
11 money it was owed, and Red Rock was paid its fees and costs incurred in collecting the  
12 debt as allowed by contract and Nevada law. After paying these costs, Red Rock was left  
13 with funds of \$1,168,865.05. Red Rock has no further direct interest in such funds. These  
14 funds have been deposited into counsel's attorney-client trust account and \$5,000 has  
15 been withheld for costs, expenses, and fees to commence this interpleader action. The  
16 remainder will be deposited into Court or disbursed as ordered by this Court.

#### 17 CAUSE OF ACTION

#### 18 **(Interpleader Against All Cross-Defendants [NRCP 22])**

19 16. Red Rock repeats and realleges all previous allegations as if fully set forth  
20 herein.

21 17. Public records in Clark County, Nevada indicate that there are several liens  
22 and other debts secured by the subject property in this action. These debts exceed the  
23 amount to be deposited with the Court. Red Rock does not know the current status of  
24 such debts, nor does it have knowledge how the funds should be distributed to the  
25 various cross-defendants. Red Rock is therefore faced with potential for multiple  
26 liability.

27 18. Red Rock requests that the Court determine how such funds should be  
28 distributed.

19. Red Rock has incurred attorneys' fees and costs in preparing, filing and prosecuting this action and will apply and account for those attorneys' fees and costs through the amount withheld, and will seek any further reimbursement from the amount to be deposited with the Court per Nevada law, including NRS 116.31164(3)(c).

20. Red Rock requests that, after the parties have been served or at such other appropriate time, that it be dismissed from this interpleader action, as it has no direct interest in the interpleaded funds other than payment of its costs and fees for bringing the instant action.

## PRAYER

WHEREFORE, Red Rock prays for relief as follows:

1. That the court determine how the deposited funds should be distributed and order distribution of said funds;

2. That Red Rock be reimbursed out of said deposited funds its attorneys fees and costs in bringing this interpleader action;

3. That Red Rock be dismissed from this action with prejudice following payment of the excess proceeds as directed by the Court; and

4. For such other and further relief as the court determines proper.

Dated: May 21, 2015.

**KOCH & SCOW, LLC**

By: /s/ Steven B. Scow  
David R. Koch (Nevada Bar No. 8830)  
Steven B. Scow (Nevada Bar No. 9906)  
Robert L. English (Nevada Bar No. 3504)  
11500 S. Eastern Ave., Suite 210  
Henderson, Nevada 89052  
*Attorneys for Red Rock Financial Services*



**CERTIFICATE OF SERVICE**

I, the undersigned, declare under penalty of perjury, that I am over the age of eighteen (18) years, and I am not a party to, nor interested in, this action. I certify that on May 21, 2015, I caused the foregoing document entitled: **RED ROCK FINANCIAL SERVICES' ANSWER to BANK OF AMERICA'S COUNTERCLAIM and RED ROCK FINANCIAL SERVICES' FIRST AMENDED COUNTERCLAIM FOR INTERPLEADER** to be served by as follows:

- ☒ Pursuant to EDCR 8.05(a) and 8.05(f), to be electronically served through the Eighth Judicial District court's electronic filing system, with the date and time of the electronic service substituted for the date and place of deposit in in the mail; and/or;
- ☐ by placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Henderson, Nevada; and/or
- ☐ Pursuant to EDCR 7.26, to be sent via facsimile; and/or
- ☐ hand-delivered to the attorney(s) listed below at the address indicated below;
- ☐ to be delivered overnight via an overnight delivery service in lieu of delivery by mail to the addressee (s); and or:
- ☐ by electronic mailing to:

**Akerman LLP**

Contact	Email
Akerman Las Vegas Office	<a href="mailto:akermanlas@akerman.com">akermanlas@akerman.com</a>
Allison R. Schmidt, Esq.	<a href="mailto:allison.schmidt@akerman.com">allison.schmidt@akerman.com</a>

**Law Offices of Michael F. Bohn, Esq.**

Contact	Email
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**Wright, Finlay & Zak, LLP**

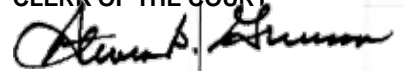
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Shadd Wade, Esq.	<a href="mailto:swade@wrightlegal.net">swade@wrightlegal.net</a>

Executed on May 21, 2015 at Henderson, Nevada.

/s/ Andrea W. Eshenbaugh  
An Employee of Koch & Scow LLC

# **EXHIBIT 3**

# **EXHIBIT 3**



1 ANS  
2 TRAVIS AKIN, ESQ.  
3 Nevada Bar No. 13059  
4 **THE LAW OFFICE OF TRAVIS AKIN**  
5 9480 S. Eastern Ave., Suite 257  
6 Las Vegas, NV 89123  
7 Telephone: (702) 510-8567  
8 Email: travisakin8@gmail.com  
9 *Attorneys for Madelaine Timpa, individually*  
10 *and as trustee of the Timpa Trust*

11  
12 **EIGHTH JUDICIAL DISTRICT COURT**

13 **CLARK COUNTY, NEVADA**

14 SATICOY BAY LLC SERIES 34  
15 INNISBROOK,

16 Plaintiff,

17 vs.

18 THORNBURG MORTGAGE SECURITIES  
19 TRUST 2007-3, *et al.*,

20 Defendants.

Case No.: A-14-710161-C

Division: XXVI

**MADELAINE TIMPA AND TIMPA  
TRUST'S VERIFIED ANSWER TO RED  
ROCK FINANCIAL SERVICES'  
COUNTERCLAIM FOR INTERPLEADER  
AND MADELAINE TIMPA'S CLAIM TO  
SURPLUS FUNDS**

21  
22 AND ALL RELATED ACTIONS  
23

24 **I. VERIFIED ANSWER OF MADELAINE TIMPA AND TIMPA TRUST TO RED**  
25 **ROCK FINANCIAL SERVICES' COUNTERCLAIM FOR INTERPLEADER**

26 Madelaine Timpa, individually and as trustee of the Timpa Trust (collectively, "Answering  
27 Defendant")<sup>1</sup> answers the Counterclaim for Interpleader filed by counter-

28 <sup>1</sup>Madelaine Timpa's husband Frank Timpa -- both individually and as trustee of the Timpa Trust  
-- was also named as a defendant and counter-defendant in this action. Frank Timpa is deceased.

1 defendant/counterclaimant Red Rock Financial Services, LLC ("Red Rock"), and admits, denies,  
2 and alleges as follows:

- 3
- 4 1. In response to paragraphs 11, 12, and 16, Answering Defendant does not have sufficient  
5 knowledge or information upon which to base a belief as to the truth of the allegations  
6 contained therein and therefore Answering Defendant denies each and every allegation  
7 contained therein.
- 8 2. In response to paragraphs 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 13, 14, 15, 18, 19, and 20, Answering  
9 Defendant ADMITS each and every allegation contained therein.
- 10 3. In response to paragraph 17, Answering Defendant DENIES each and every allegation  
11 contained therein.
- 12 4. Answering Defendant denies each and every allegation not specifically admitted, denied,  
13 or otherwise qualified herein.  
14

15 **AFFIRMATIVE DEFENSES**

16 **FIRST AFFIRMATIVE DEFENSE**

- 17 1. Under Nevada Revised Statute §40.462(2)(d), Madelaine Timpa is entitled to receive the  
18 excess proceeds remaining after the foreclosure sale of the real property located at 34  
19 Innisbrook Avenue, Las Vegas, NV 89113.  
20

21 **SECOND AFFIRMATIVE DEFENSE**

- 22 2. Under Nevada Revised Statute §40.462, Saticoy Bay LLC Series 34 Innisbrook is not  
23 entitled to receive the excess proceeds remaining after the foreclosure sale of the real  
24 property located at 34 Innisbrook Avenue, Las Vegas, NV 89113.  
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3. Other than Madelaine Timpa, Timpa Trust, Republic Services Inc., and Thornburg Mortgage Securities Trust 2007-3, no other parties have filed an answer to Red Rock's Counterclaim for Interpleader.

## 6

4. Other than Madelaine Timpa, no other parties have filed a claim to the excess proceeds remaining after the foreclosure sale of the real property located at 34 Innisbrook Avenue, Las Vegas, NV 89113.

## 0

5. All other parties, including but not limited to Saticoy Bay LLC Series 34 Innisbrook, have knowingly and voluntarily waived their rights to receive the excess proceeds remaining after the foreclosure sale of the real property located at 34 Innisbrook Avenue, Las Vegas, NV 89113.

## 6

6. Madelaine Timpa, Timpa Trust, and Frank Timpa were never served with Red Rock's Counterclaim for Interpleader.

## 9

7. Madelaine Timpa, Timpa Trust, and Frank Timpa were never defaulted for having failed to file an answer to Red Rock's Counterclaim for Interpleader.

## 3

8. This Answering Defendant has limited facts available at this time and thus some of the foregoing Affirmative Defenses may have been plead in accordance with NRCP 8, for purposes of non-waiver. Furthermore, pursuant to NRCP 11, this Answering Defendant

1 has or may have more affirmative defenses or counterclaims that are not known at this  
2 time or may be uncovered through further discovery wherefore this Answering  
3 Defendant reserves the right to assert any such affirmative defenses or counterclaims so  
4 ascertained at a later date.

5  
6 WHEREFORE, as to Red Rock's Counterclaim for Interpleader, Answering Defendant  
7 prays as follows:

- 8 1. That the Court distribute the excess proceeds to Madelaine Timpa;  
9 2. That Red Rock be reimbursed out of said deposited fund its attorney's fees and  
10 costs in bringing this interpleader action;  
11 3. That Red Rock be dismissed from this action with prejudice following the payment  
12 of the excess proceeds as directed by the Court;  
13 4. For such other and further relief as the Court determines proper.  
14

15 Dated this 31<sup>st</sup> day of January, 2019.

16  
17 Respectfully submitted,

18 /s/ Travis Akin

19 TRAVIS AKIN, ESQ.  
20 Nevada Bar No. 13059  
21 **THE LAW OFFICE OF TRAVIS AKIN**  
22 9480 S. Eastern Ave., Suite 257  
23 Las Vegas, NV 89123  
24 Telephone: (702) 510-8567  
25 Email: travisakin8@gmail.com  
26 *Attorneys for Madelaine Timpa, individually*  
27 *and as trustee of the Timpa Trust*  
28

1  
2 **II. VERIFIED CLAIM OF MADELAINE TIMPA TO SURPLUS FUNDS**

- 3 1. Madelaine Timpa is making a claim to the excess proceeds remaining after the  
4 foreclosure sale of the real property located at 34 Innisbrook Avenue, Las Vegas,  
5 NV 89113 (hereinafter "Subject Property").  
6  
7 2. On or about November 7, 2014, the Subject Property was sold via a foreclosure  
8 sale.  
9  
10 3. After all claims and expenses were deducted, sale of the Subject Property resulted  
11 in excess proceeds in the amount of \$1,168,865.05 (hereinafter "Surplus Funds").  
12  
13 4. The priority order of the distribution of excess sales proceeds following a non-  
judicial foreclosure trustee's sale is governed by Nevada Revised Statute §40.462,  
which reads in pertinent part:

14 2. The proceeds of a foreclosure sale must be distributed in the  
15 following order of priority:

16 (a) Payment of the reasonable expenses of taking possession,  
17 maintaining, protecting and leasing the property, the costs and fees  
18 of the foreclosure sale, including reasonable trustee's fees,  
19 applicable taxes and the cost of title insurance and, to the extent  
provided in the legally enforceable terms of the mortgage or lien,  
any advances, reasonable attorney's fees and other legal expenses  
incurred by the foreclosing creditor and the person conducting the  
foreclosure sale.

20 (b) Satisfaction of the obligation being enforced by the  
21 foreclosure sale.

22 (c) Satisfaction of obligations secured by any junior mortgages  
or liens on the property, in their order of priority.

23 (d) **Payment of the balance of the proceeds, if any, to the  
debtor or the debtor's successor in interest.** (Emphasis added.)

24 If there are conflicting claims to any portion of the proceeds, the  
25 person conducting the foreclosure sale is not required to distribute  
26 that portion of the proceeds until the validity of the conflicting  
claims is determined through interpleader or otherwise to the  
person's satisfaction.

27 (Nevada Revised Statute §40.462)  
28



5. Frank and Madelaine Timpa individually and as trustees of the Timpa Trust are the  
formers owners of the Subject Property.
6. Frank Timpa is deceased. At the time of his death, Frank Timpa was married to  
Madelaine Timpa.
7. Madelaine Timpa is Frank Timpa's successor-in-interest.
8. Saticoy Bay LLC Series 34 Innisbrook ("Saticoy") obtained title to the Subject  
Property by the foreclosure sale conducted on November 7, 2014. Under Nevada  
Revised Statute §40.462, Saticoy is not entitled to receive the Surplus Funds.
9. Under Nevada Revised Statute §40.462(2)(c), Republic Services is entitled to  
receive the Surplus Funds to satisfy its lien.
10. Under Nevada Revised Statute §40.462(2)(d), Madelaine Timpa is entitled to  
receive the Surplus Funds.
11. Madelaine Timpa is the only party entitled to receive the Surplus Funds.
12. As of this date, no other party has filed a claim to the Surplus Funds with this  
Court.
13. Based on the foregoing, Madelaine Timpa respectfully requests that this Court  
disburse the Surplus Funds to Republic Services in the amount necessary to satisfy

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1 its lien and the balance to Madelaine Timpa.

2 Dated this 31<sup>st</sup> day of January, 2019

3 Respectfully submitted,

4 /s/ Travis Akin

5 TRAVIS AKIN, ESQ.

6 Nevada Bar No. 13059

7 **THE LAW OFFICE OF TRAVIS AKIN**

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9 Las Vegas, NV 89123

10 Telephone: (702) 510-8567

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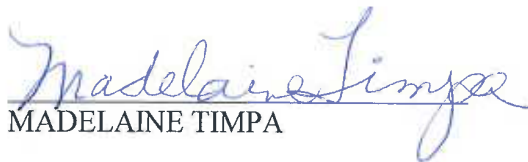
12 *Attorneys for Madelaine Timpa, individually*  
13 *and as trustee of the Timpa Trust*

14 **VERIFICATION OF MADELAINE TIMPA**

15 The undersigned declares, under penalty of perjury under the laws of the State of Nevada:

- 16 1. That I have read the foregoing VERIFIED ANSWER TO COUNTERCLAIM FOR  
17 INTERPLEADER AND CLAIM TO SURPLUS FUNDS and that the same is true of my  
18 own knowledge, except for matters stated therein on information and belief, and as for  
19 those matters, I believe them to be true.

20 Dated this 31st day of January, 2019

21   
22 MADELAINE TIMPA

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies on January 31, 2019, a true and correct copy of the above and foregoing MADELAINE TIMPA AND TIMPA TRUST'S VERIFIED ANSWER TO RED ROCK FINANCIAL SERVICES' COUNTERCLAIM FOR INTERPLEADER AND MADELAINE TIMPA'S CLAIM TO SURPLUS FUNDS was served to the following at their last known address(es), facsimile numbers and/or e-mail/other electronic means, pursuant to:

           **BY MAIL:** N.R.C.P. 5(b), I deposited by first class United States mailing, postage prepaid at Henderson Nevada;

           **BY FAX:** E.D.C.R. 7.26(a), I served via facsimile at the telephone number provided for such transmissions.

           **BY MAIL AND FAX:** N.R.C.P. 5(b), I deposited by first class United States mail, postage prepaid in Henderson, Nevada; and via facsimile pursuant to E.D.C.R. 7.26(a)

  X   **BY E-MAIL AND/OR ELECTRONIC MEANS:** N.R.C.P. 5(b)(2)(D) and addresses (s) having consented to electronic service, I via e-mail or other electronic means to the e-mail address(es) of the addressee(s).

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17 /s/ Travis Akin  
18 An employee of The Law Office of Travis Akin, LLC

# **EXHIBIT 4**

# **EXHIBIT 4**

## REGISTER OF ACTIONS

### CASE NO. A-14-710161-C

Saticoy Bay LLC Series 34 Innisbrook, Plaintiff(s) vs. Thornburg Mortgage Securities Trust 2007-3, Defendant(s)

§  
§  
§  
§  
§  
§  
§

Case Type: **Other Title to Property**  
 Date Filed: **11/20/2014**  
 Location: **Department 26**  
 Cross-Reference Case Number: **A710161**  
 Supreme Court No.: **80111**

#### PARTY INFORMATION

Counter Claimant	Red Rock Financial Services	Lead Attorneys David Koch <i>Retained</i> 702-318-5041(W)
Counter Claimant	Thornburg Mortgage Securities Trust 2007-3	Melanie D. Morgan <i>Retained</i> 702-634-5000(W)
Counter Defendant	Countrywide Home Loans Inc	
Counter Defendant	Las Vegas Valley Water District	Gregory J. Walch <i>Retained</i> 702-258-3288(W)
Counter Defendant	Mortgage Electronic Registration System Inc	
Counter Defendant	Red Rock Financial Services	David Koch <i>Retained</i> 702-318-5041(W)
Counter Defendant	Spanish Trail Master Association	Ryan D. Hastings <i>Retained</i> 702-538-9074(W)
Counter Defendant	Thornburg Mortgage Securities Trust 2007-3	Melanie D. Morgan <i>Retained</i> 702-634-5000(W)
Counter Defendant	Timpa Trust	Travis D Akin <i>Retained</i> 702-522-6450(W)
Counter Defendant	Timpa, Frank	Pro Se
Counter Defendant	Timpa, Frank	Travis D Akin <i>Retained</i> 702-522-6450(W)
Counter Defendant	Timpa, Madelaine	Travis D Akin <i>Retained</i> 702-522-6450(W)

<b>Defendant</b>	<b>Bank of America NA</b>	
<b>Defendant</b>	<b>Red Rock Financial Services LLC</b>	<b>David Koch</b> <i>Retained</i> 702-318-5041(W)
<b>Defendant</b>	<b>Spanish Trail Master Association</b>	<b>Ryan D. Hastings</b> <i>Retained</i> 702-538-9074(W)
<b>Defendant</b>	<b>Thornburg Mortgage Securities Trust 2007-3</b>	<b>Melanie D. Morgan</b> <i>Retained</i> 702-634-5000(W)
<b>Defendant</b>	<b>Timpa Trust</b>	<b>Travis D Akin</b> <i>Retained</i> 702-522-6450(W)
<b>Defendant</b>	<b>Timpa, Frank</b>	<b>Travis D Akin</b> <i>Retained</i> 702-522-6450(W)
<b>Defendant</b>	<b>Timpa, Madelaine</b>	<b>Travis D Akin</b> <i>Retained</i> 702-522-6450(W)
<b>Plaintiff</b>	<b>Saticoy Bay LLC Series 34 Innisbrook</b>	<b>Roger P Croteau, ESQ</b> <i>Retained</i> 702-254-7775(W)
<b>Trustee</b>	<b>Timpa, Frank</b>	<b>Travis D Akin</b> <i>Retained</i> 702-522-6450(W)
<b>Trustee</b>	<b>Timpa, Madelaine</b>	<b>Travis D Akin</b> <i>Retained</i> 702-522-6450(W)

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**EVENTS & ORDERS OF THE COURT**

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	<b>DISPOSITIONS</b>
03/27/2015	<b>Order of Dismissal Without Prejudice</b> (Judicial Officer: Scotti, Richard F.) Debtors: Saticoy Bay LLC Series 34 Innisbrook (Plaintiff) Creditors: Recontrust Company NA (Defendant) Judgment: 03/27/2015, Docketed: 04/03/2015
04/03/2015	<b>Order of Dismissal With Prejudice</b> (Judicial Officer: Scotti, Richard F.) Debtors: Saticoy Bay LLC Series 34 Innisbrook (Plaintiff) Creditors: Recontrust Company NA (Defendant) Judgment: 04/03/2015, Docketed: 04/07/2015
07/27/2015	<b>Order of Dismissal With Prejudice</b> (Judicial Officer: Hardy, Joe) Debtors: Estates West at Spanish Trails (Counter Defendant) Creditors: Red Rock Financial Services (Counter Claimant) Judgment: 07/27/2015, Docketed: 08/03/2015
10/09/2017	<b>Order of Dismissal Without Prejudice</b> (Judicial Officer: Sturman, Gloria) Debtors: Thornburg Mortgage Securities Trust 2007-3 (Counter Claimant) Creditors: Spanish Trail Master Association (Counter Defendant) Judgment: 10/09/2017, Docketed: 10/10/2017 Comment: Certain Claims
12/03/2018	<b>Order of Dismissal With Prejudice</b> (Judicial Officer: Sturman, Gloria) Debtors: Saticoy Bay LLC Series 34 Innisbrook (Plaintiff) Creditors: Thornburg Mortgage Securities Trust 2007-3 (Counter Claimant) Judgment: 12/03/2018, Docketed: 12/04/2018 Debtors: Saticoy Bay LLC Series 34 Innisbrook (Plaintiff) Creditors: Thornburg Mortgage Securities Trust 2007-3 (Defendant)

	Judgment: 12/03/2018, Docketed: 12/04/2018
12/03/2018	<b>Summary Judgment</b> (Judicial Officer: Sturman, Gloria) Debtors: Saticoy Bay LLC Series 34 Innisbrook (Plaintiff) Creditors: Thornburg Mortgage Securities Trust 2007-3 (Defendant) Judgment: 12/03/2018, Docketed: 12/06/2018
09/11/2019	<b>Summary Judgment</b> (Judicial Officer: Sturman, Gloria) Debtors: Thornburg Mortgage Securities Trust 2007-3 (Counter Claimant) Creditors: Timpa Trust (Counter Defendant) Judgment: 09/11/2019, Docketed: 09/12/2019 Debtors: Saticoy Bay LLC Series 34 Innisbrook (Plaintiff) Creditors: Thornburg Mortgage Securities Trust 2007-3 (Defendant) Judgment: 09/11/2019, Docketed: 09/12/2019
02/20/2020	<b>Order of Dismissal With Prejudice</b> (Judicial Officer: Sturman, Gloria) Debtors: Red Rock Financial Services (Counter Claimant) Creditors: Republic Services (Counter Defendant) Judgment: 02/20/2020, Docketed: 02/21/2020
	<b>OTHER EVENTS AND HEARINGS</b>
11/20/2014	<b>Case Opened</b>
11/20/2014	<b>Complaint</b> <i>Complaint</i>
11/25/2014	<b>Amended Complaint</b> <i>Amended Complaint</i>
11/26/2014	<b>Motion for Order to Show Cause</b> <i>Ex Parte Motion for Order to Show Cause Why a Writ of Restitution Should Not Issue</i>
12/09/2014	<b>Order to Show Cause</b> <i>Order to Show Cause</i>
12/30/2014	<b>Affidavit of Service</b> <i>Affidavit of Service - Frank Kalata</i>
12/30/2014	<b>Affidavit of Service</b> <i>Affidavit of Service - Madelaine Timpa</i>
12/30/2014	<b>Affidavit of Service</b> <i>Affidavit of Service- Madelaine Timpa and Timpa Trust</i>
01/05/2015	<b>Case Reassigned to Department 2</b> <i>District Court Case Reassignment 2015</i>
01/07/2015	<b>Statement of Legal Aid Representation and Fee Waiver</b> <i>Statement of Legal Aid Representation</i>
01/07/2015	<b>Notice of Appearance</b> <i>Notice of Appearance of Counsel</i>
01/13/2015	<b>Show Cause Hearing</b> (9:00 AM) (Judicial Officer Scotti, Richard F.) <a href="#">Parties Present</a> <a href="#">Minutes</a> <i>01/08/2015 Reset by Court to 01/13/2015</i> Result: Off Calendar
01/20/2015	<b>Stipulation and Order</b> <i>Stipulation and Order Directing Issuance of Writ of Restitution</i>
01/21/2015	<b>Notice of Entry of Stipulation and Order</b> <i>Notice of Entry of Order</i>
02/02/2015	<b>Affidavit of Service</b> <i>Affidavit of Service - ReconTrust Company NA</i>
02/02/2015	<b>Receipt of Copy</b> <i>Receipt of Copy</i>
02/05/2015	<b>Affidavit of Service</b> <i>Affidavit of Service - Thornburg Mortgage Securities Trust 2007-3</i>
02/19/2015	<b>Motion to Withdraw As Counsel</b> <i>Motion to Withdraw as Counsel</i>
02/23/2015	<b>Notice of Appearance</b> <i>Notice of Appearance of Counsel on behalf of ReconTrust Company, N.A.</i>
02/23/2015	<b>Initial Appearance Fee Disclosure</b> <i>Initial Appearance Fee Disclosure on behalf of ReconTrust Company, N.A.</i>
03/23/2015	<b>Motion to Withdraw as Counsel</b> (3:00 AM) (Judicial Officer Scotti, Richard F.) <a href="#">Minutes</a> Result: Granted
03/27/2015	<b>Stipulation and Order for Dismissal With Prejudice</b> <i>Disclaimer of Interest and Stipulation and Order For Dismissal With Prejudice as to ReconTrust Company, N.A.</i>
03/31/2015	<b>Order to Withdraw as Attorney of Record</b> <i>Order Granting Motion to Withdraw as Counsel</i>
04/01/2015	<b>Notice of Entry of Order</b> <i>Notice of Entry of Order</i>
04/03/2015	<b>Stipulation and Order for Dismissal With Prejudice</b> <i>Disclaimer of Interest and Stipulation and Order for Dismissal with Prejudice as to ReconTrust Company, N.A.</i>
04/08/2015	<b>Notice of Entry of Stipulation &amp; Order for Dismissal</b> <i>Notice of Entry of Order</i>
04/10/2015	<b>Answer and Counterclaim</b> <i>Thornburg Mortgage Securities Trust 2007-3's Answer and Counterclaims</i>
04/13/2015	<b>Initial Appearance Fee Disclosure</b> <i>Initial Appearance Fee Disclosure</i>
04/24/2015	<b>Motion to Amend</b>

	<i>Motion to Amend Complaint</i>
04/27/2015	<b>Motion to Dismiss</b> <i>Motion to Dismiss Counterclaim</i>
05/04/2015	<b>Case Reassigned to Department 15</b> <i>Case reassigned from Judge Richard F Scotti Dept 2</i>
05/15/2015	<b>Summons Issued</b> <i>Summons - Affidavit of Due Diligence - (Spanish Trail Master Association)</i>
05/15/2015	<b>Summons Issued</b> <i>Summons - Affidavit of Due Diligence - (Red Rock Financial Services)</i>
05/15/2015	<b>Summons Issued</b> <i>Summons - Affidavit of Due Diligence - (Frank Timpa)</i>
05/21/2015	<b>Initial Appearance Fee Disclosure</b> <i>Initial Appearance Fee Disclosure</i>
05/21/2015	<b>Answer to Counterclaim</b> <i>Red Rock Financial Services' Answer to Thornburg Mortgage Securities Trust 2007-3 counterclaim; and Red Rock Financial Services' Counterclaim for Interpleader (NRCP 22)</i>
05/26/2015	<b>Motion to Amend Complaint</b> (3:00 AM) (Judicial Officer Hardy, Joe) <i>Plaintiff's Motion to Amend Complaint</i> <a href="#">Minutes</a>
06/08/2015	Result: Minute Order - No Hearing Held <b>Motion to Dismiss</b> (9:00 AM) (Judicial Officer Hardy, Joe) <i>Plaintiff's Motion to Dismiss Counterclaim</i> <a href="#">Parties Present</a> <a href="#">Minutes</a>
06/09/2015	Result: Off Calendar <b>Initial Appearance Fee Disclosure</b> <i>Initial Appearance Fee Disclosure</i>
06/09/2015	<b>Motion to Dismiss</b> <i>Motion to Dismiss Thornburg Mortgage Securities Trust 2007-3's Counter-claims</i>
06/10/2015	<b>Order Granting Motion</b> <i>Order</i>
06/11/2015	<b>Notice of Entry of Order</b> <i>Notice of Entry of Order</i>
06/11/2015	<b>Second Amended Complaint</b> <i>Second Amended Complaint</i>
06/11/2015	<b>Order Denying Motion</b> <i>Order Denying Motion to Dismiss</i>
06/11/2015	<b>Notice of Entry of Order</b> <i>Notice of Entry of Order</i>
06/15/2015	<b>Notice of Lis Pendens</b> <i>Notice of Lis Pendens</i>
06/15/2015	<b>Acceptance of Service</b> <i>Acceptance of Service</i>
06/16/2015	<b>Certificate of Service</b> <i>Certificate of Service</i>
06/23/2015	<b>Reply to Counterclaim</b> <i>Republic Services Reply to Counterclaim</i>
06/23/2015	<b>Initial Appearance Fee Disclosure</b> <i>Initial Appearance Fee Disclosure</i>
06/24/2015	<b>Answer to Counterclaim</b> <i>Thornburg Mortgage Securities Trust 2007-3's Answer to Red Rock Financial Services' Counterclaim for Interpleader (NRCP 22)</i>
06/26/2015	<b>Affidavit of Service</b> <i>Affidavit of Service - Countrywide Home Loans Inc</i>
06/26/2015	<b>Affidavit of Service</b> <i>Affidavit of Service - Republic Services Inc</i>
06/26/2015	<b>Affidavit of Service</b> <i>Affidavit of Service - Estates West at Spanish Trail</i>
07/01/2015	<b>Affidavit of Service</b> <i>Affidavit of Service - Mortgage Electronic Registration System</i>
07/10/2015	<b>Motion to Dismiss</b> (11:00 AM) (Judicial Officer Hardy, Joe) <i>Motion to Dismiss Thornburg Mortgage Securities Trust 2007-3's Counter-claims</i> <a href="#">Minutes</a>  07/14/2015 Reset by Court to 07/10/2015
07/15/2015	Result: Minute Order - No Hearing Held <b>Order Denying</b> <i>Order Denying Without Prejudice Defendant Spanish Trail Master Association's Motion to Dismiss Thornburg Mortgage Securities Trust 2007-3's Counterclaim</i>
07/17/2015	<b>Acceptance of Service</b> <i>Acceptance of Service - Frank Timpa and Madelaine Timpa</i>
07/20/2015	<b>Stipulation and Order</b> <i>Stipulation and Order to Dismiss Without Prejudice Defendant Spanish Trail Master Association</i>
07/21/2015	<b>Notice of Entry of Stipulation and Order</b> <i>Notice of Entry of Stipulation and Order to Dismiss Without Prejudice Defendant Spanish Trail Master Association</i>
07/21/2015	<b>Notice of Entry of Order</b> <i>Notice of Entry of Order Denying Without Prejudice Defendant Spanish Trail Master Association's Motion to Dismiss Thornburg Mortgage Securities Trust 2007-3's Counterclaim</i>
07/24/2015	<b>CANCELED Telephonic Conference</b> (10:00 AM) (Judicial Officer Kishner, Joanna S.) <i>Vacated - On in Error</i>
07/27/2015	<b>Affidavit of Service</b> <i>Affidavit of Service - Las Vegas Valley Water District</i>
07/27/2015	<b>Stipulation and Order</b>



	<i>Counter-Defendant Estates West at Spanish Trails' Disclaimer of Interest; and Stipulation and Order for Dismissal of Counterclaimant Red Rock Financial Services' Counterclaim Against Estates West at Spanish Trails</i>
07/27/2015	<b>Disclaimer of Interest</b> <i>Disclaimer of Interest</i>
07/27/2015	<b>Notice of Entry of Stipulation &amp; Order for Dismissal</b> <i>Notice of Entry of Stipulation and Order for Dismissal</i>
08/12/2015	<b>Motion to Dismiss</b> <i>Motion to Dismiss Plaintiff's Second Amended Complaint</i>
08/17/2015	<b>Receipt of Copy</b> <i>Receipt of Copy</i>
08/24/2015	<b>Countermotion For Summary Judgment</b> <i>Opposition to Defendant's Motion to Dismiss Plaintiff's Second Amended Complaint; and Countermotion for Summary Judgment</i>
09/15/2015	<b>Stipulation and Order</b> <i>Stipulation and Order</i>
09/16/2015	<b>Notice of Entry of Stipulation and Order</b> <i>Notice of Entry of Stipulation and Order</i>
09/22/2015	<b>Reply in Support</b> <i>Defendant Mortgage Securities Trust 2007-3's Reply in Support of Motion to Dismiss with Prejudice Plaintiff's Second Amended Complaint and Opposition to Plaintiff's Countermotion for Summary Judgment</i>
10/09/2015	<b>Reply in Support</b> <i>Reply in Support of Plaintiff's Countermotion for Summary Judgment</i>
11/03/2015	<b>Motion to Dismiss</b> (9:00 AM) (Judicial Officer Hardy, Joe) <b>11/03/2015, 02/25/2016</b> <i>Defendant's Motion to Dismiss Plaintiff's Second Amended Complaint</i> <i>09/29/2015 Reset by Court to 11/03/2015</i> Result: Under Advisement
11/03/2015	<b>Opposition and Countermotion</b> (9:00 AM) (Judicial Officer Hardy, Joe) <b>11/03/2015, 02/25/2016</b> <i>Plaintiff's Opposition to Defendant's Motion to Dismiss Plaintiff's Second Amended Complaint; and Countermotion for Summary Judgment</i> <i>09/29/2015 Reset by Court to 11/03/2015</i> Result: Under Advisement
11/03/2015	<b>Three Day Notice to Plead</b> <i>Three Day notice to Plead</i>
11/03/2015	<b>All Pending Motions</b> (9:00 AM) (Judicial Officer Hardy, Joe) <i>Deft's Motion to Dismiss Plaintiff's Second Amended Complaint and Opposition to Defendant's Motion to Dismiss Plaintiff's Second Amended Complaint; and Countermotion for Summary Judgment</i> <a href="#">Parties Present</a> <a href="#">Minutes</a> Result: Under Advisement
11/05/2015	<b>Supplemental</b> <i>Notice of Supplemental Authority Regarding Tender of Super-Priority Lien Amount</i>
02/04/2016	<b>Minute Order</b> (3:00 AM) (Judicial Officer Hardy, Joe) <i>Minute Order - Under Advisement Decision: Defendant's Motion to Dismiss Plaintiff's Second Amended Complaint...Opposition to Defendant's Motion to Dismiss Plaintiff's Second Amended Complaint; Countermotion for Summary Judgment</i> <a href="#">Minutes</a> Result: Minute Order - No Hearing Held
02/19/2016	<b>Supplement</b> <i>Defendant Thornburg Mortgage Securities Trust 2007-3's Supplemental Briefing In Support Of Motion To Dismiss With Prejudice Plaintiff's Second Amended Complaint And In Opposition To Plaintiff's Countermotion For Summary Judgment</i>
02/19/2016	<b>Supplemental</b> <i>Supplemental Authorities in Support of Plaintiff's Motion for Summary Judgment</i>
02/25/2016	<b>All Pending Motions</b> (9:00 AM) (Judicial Officer Hardy, Joe) <a href="#">Parties Present</a> <a href="#">Minutes</a> Result: Matter Heard
03/02/2016	<b>Order Denying</b> <i>Order</i>
03/03/2016	<b>Notice of Entry</b> <i>Notice of Entry of Order</i>
05/23/2016	<b>Answer to Amended Complaint</b> <i>Thornburg Mortgage Securities Trust 2007-3's Answer to Second Amended Complaint</i>
06/17/2016	<b>Joint Case Conference Report</b> <i>Joint Case Conference Report</i>
07/28/2016	<b>Notice to Appear for Discovery Conference</b> <i>Notice to Appear for Discovery Conference</i>
08/03/2016	<b>Joinder to Case Conference Report</b> <i>Notice of Red Rock Financial Services' Joinder in the Joint Case Conference Report</i>
08/10/2016	<b>Joinder to Case Conference Report</b> <i>Defendant, Republic Services, Inc.'s Joinder in the Joint Case Conference Report</i>
08/16/2016	<b>Discovery Conference</b> (9:00 AM) (Judicial Officer Bulla, Bonnie) <a href="#">Parties Present</a> <a href="#">Minutes</a> Result: Scheduling Order Will Issue
09/16/2016	<b>Scheduling Order</b> <i>Scheduling Order</i>
09/22/2016	<b>Order Setting Civil Non-Jury Trial</b> <i>Order Setting Civil Non-Jury Trial, Pre-Trial Conference, and Calendar Call</i>
12/13/2016	<b>Motion to Amend</b> <i>Plaintiff's Motion for Leave to Amend Complaint and Add Parties</i>

01/05/2017 **Notice**  
*Notice of Completion of Mediation Pursuant to NRS 38.310*

01/17/2017 **Motion for Leave** (3:00 AM) (Judicial Officer Hardy, Joe)  
*Plaintiff's Motion for Leave to Amend Complaint and Add Parties*  
[Minutes](#)

02/09/2017 Result: Minute Order - No Hearing Held  
**Order Granting Motion**  
*Order Granting Motion to Amend*

02/10/2017 **Notice of Entry**  
*Notice of entry of Order*

02/10/2017 **Third Amended Complaint**  
*Third Amended Complaint*

02/15/2017 **Default**  
*Default*

02/24/2017 **Answer to Amended Complaint**  
*Answer to Third Amended Complaint*

03/03/2017 **Answer to Amended Complaint**  
*Red Rock Financial Services' Answer to Plaintiff's Third Amended Complaint*

03/17/2017 **Motion to Amend**  
*Thornburg Mortgage Securities Trust 2007-3's Motion to Amend Counterclaims and Add Parties*

03/19/2017 **Answer**  
*Thornburg Mortgage Securities Trust 2007-3's Answer to Saticoy Bay LLC Series 34 Innisbrook's Third Amended Complaint*

03/19/2017 **Errata**  
*Thornburg Mortgage Securities Trust 2007-3's Errata to Motion to Amend Counterclaims and Add Parties*

04/17/2017 **Motion to Amend** (3:00 AM) (Judicial Officer Hardy, Joe)  
*Thornburg Mortgage Securities Trust 2007-3's Motion to Amend Counterclaims and Add Parties*  
[Minutes](#)

05/15/2017 Result: Minute Order - No Hearing Held  
**Order Granting Motion**  
*Order Granting Thornburg Mortgage Securities Trust 2007-3's Motion to Amend Counterclaims and Add Parties*

05/17/2017 **Notice of Entry of Order**  
*Notice of Entry of Order Granting Thornburg Mortgage Securities Trust 2007-3's Motion to Amend Counterclaims and Add Parties*

05/30/2017 **Amended Answer**  
*Thornburg Mortgage Securities Trust 2007-3's Answer to Saticoy Bay LLC Series 34 Innisbrook's Third Amended Complaint and Counterclaims*

06/02/2017 **Order Setting Civil Non-Jury Trial**  
*Amended Order Setting Civil Non-Jury Trial, Pre-Trial Conference, and Calendar Call*

06/02/2017 **Stipulation and Order**  
*Stipulation and Order to Extend Discovery and Continue Trial (First Request)*

06/05/2017 **Notice of Entry of Stipulation and Order**  
*Notice of Entry of Stipulation and Order to Extend Discovery and Continue Trial*

06/12/2017 **Answer and Counterclaim**  
*Red Rock Financial Services' Answer to Thornburg Mortgage Securities Trust 2007-3 Counterclaim; and Red rock Financial Services' Counterclaim for Interpleader (NRCP 22)*

06/14/2017 **Motion to Dismiss**  
*Motion to Dismiss Counterclaim*

06/28/2017 **Opposition to Motion to Dismiss**  
*Red Rock Financial Services, LLC's Limited Opposition to Motion to Dismiss Counterclaim*

06/30/2017 **Opposition**  
*Opposition to Saticoy Bay's Motion to Dismiss Counterclaim*

07/05/2017 **Answer to Counterclaim**  
*Defendant Thornburg Mortgage Securities Trust 2007-3's Answer to Red Rock Financial Services' Counterclaim*

07/10/2017 **CANCELED Status Check** (9:30 AM) (Judicial Officer Hardy, Joe)  
*Vacated - per Stipulation and Order*

07/11/2017 **Affidavit of Service**  
*Affidavit of Service*

07/11/2017 **Reply in Support**  
*Reply to Red Rock Financial Services, LLC's Limited Opposition to Motion to Dismiss Counterclaim*

07/11/2017 **Reply in Support**  
*Reply in Support of Motion to Dismiss Counterclaim*

07/17/2017 **Minute Order** (3:00 AM) (Judicial Officer Hardy, Joe)  
*Minute Order Re: Recusal and Reassignment*  
[Minutes](#)

07/17/2017 Result: Minute Order - No Hearing Held  
**Notice of Department Reassignment**  
*Notice of Department Reassignment*

07/25/2017 **Motion to Dismiss** (9:30 AM) (Judicial Officer Sturman, Gloria)  
*Plaintiff's Motion to Dismiss Counterclaim*  
[Parties Present](#)  
[Minutes](#)  
*07/18/2017 Reset by Court to 07/25/2017*

08/09/2017 Result: Denied Without Prejudice  
**Motion to Dismiss**  
*Counter-Defendant Spanish Trail Master Association's Motion to Dismiss Defenant/Counter-Claimaint Thornburg Mortgage Securities Trust 2007-3's Third Amended Counterclaims*

08/10/2017 **Three Day Notice of Intent to Default**  
*Three Day Notice of Intent to Take Default Against Spanish Trail Master Association*

08/14/2017 **CANCELED Pre Trial Conference** (8:30 AM) (Judicial Officer Hardy, Joe)  
*Vacated - per Stipulation and Order*

08/15/2017 **Joinder To Motion**  
*Red Rock Financial Services' Joinder to Counter-Defendant Spanish Trail Master Association's Motion to Dismiss Defendant/Counter-Claimant Thornburg Mortgage Securities Trust 2007-3's Third Amended Complaint*

08/18/2017 **Motion to Extend Discovery**  
*Motion to Extend Discovery and Continue Trial on Order Shortening Time*

08/22/2017 **Order Denying Motion**  
*Order Denying Motion to Dismiss Counterclaim Without Prejudice*

08/24/2017 **Notice of Entry of Order**  
*Notice of Entry of Order Denying Plaintiff's Motion to Dismiss Counterclaim Without Prejudice*

08/28/2017 **Opposition to Motion**  
*Opposition to Spanish Trail's Motion to Dismiss Counterclaim*

08/29/2017 **CANCELED Motion to Extend Discovery** (9:00 AM) (Judicial Officer Sturman, Gloria)  
*Vacated - On In Error*  
*Motion to Extend Discovery and Continue Trial on Order Shortening Time*

08/29/2017 **Motion to Extend Discovery** (9:30 AM) (Judicial Officer Sturman, Gloria)  
*Motion to Extend Discovery and Continue Trial on Order Shortening Time*  
[Parties Present](#)  
[Minutes](#)  
Result: Granted

08/30/2017 **CANCELED Calendar Call** (8:30 AM) (Judicial Officer Hardy, Joe)  
*Vacated - per Stipulation and Order*

09/05/2017 **CANCELED Jury Trial** (10:30 AM) (Judicial Officer Hardy, Joe)  
*Vacated - per Stipulation and Order*

09/05/2017 **Substitution of Attorney**  
*Substitution of Counsel*

09/07/2017 **Answer to Counterclaim**  
*Answer to Thornburg Mortgage Securities Trust 2007-3's Counterclaims*

09/12/2017 **Reply in Support**  
*Counter-Defendant Spanish Trail Master Association's Reply in Support of Its Motion to Dismiss Defendant/Counter-Claimant Thornburg Mortgage Securities Trust 2007-3's Third Amended Counterclaim*

09/19/2017 **Motion to Dismiss** (9:30 AM) (Judicial Officer Sturman, Gloria)  
*Counter-Defendant Spanish Trail Master Association's Motion to Dismiss Defenant/Counter-Claimaint Thornburg Mortgage Securities Trust 2007-3's Third Amended Counterclaims*  
Result: Granted in Part

09/19/2017 **Joinder** (9:30 AM) (Judicial Officer Sturman, Gloria)  
*Red Rock Financial Services' Joinder to Counter-Defendant Spanish Trail Master Association's Motion to Dismiss Defendant/Counter-Claimant Thornburg Mortgage Securities Trust 2007-3's Third Amended Complaint*  
Result: Granted in Part

09/19/2017 **All Pending Motions** (9:30 AM) (Judicial Officer Sturman, Gloria)  
[Parties Present](#)  
[Minutes](#)  
Result: Granted in Part

10/09/2017 **Order**  
*Order Granting in Part and Denying in Part Counter-Defendant Spanish Trial Master Association's Motion to Dismiss Defendant/Counter-Claimant Thornberg Mortgage Securities Trust 2007-3's Third Amended Counterclaims and Red Rock Financial Services' Joinder*

11/03/2017 **Notice of Entry**  
*Notice of Entry of Order Granting in Part and Denying in Part*

11/06/2017 **Status Check** (9:30 AM) (Judicial Officer Sturman, Gloria)  
[Parties Present](#)  
[Minutes](#)  
Result: Matter Heard

11/06/2017 **Order Granting Motion**  
*Order Granting Motion to Extend Discovery and Continue Trial on Order Shortening Time*

11/14/2017 **Order Setting Civil Bench Trial**  
*Order Setting Bench Trial*

11/14/2017 **Notice of Entry of Order**  
*Notice of Entry of Order Granting Motion to Extend Discovery and Continue Trial on Order Shortening Time*

11/17/2017 **Order Granting Motion**  
*Amended Order Granting Motion to Extend Discovery and Continue Trial on Order Shortening Time*

11/20/2017 **Notice of Entry of Order**  
*Notice of Entry of Amended Order Granting Motion to Extend Discovery and Continue Trial on Order Shortening Time*

12/11/2017 **CANCELED Pre Trial Conference** (8:30 AM) (Judicial Officer Sturman, Gloria)  
*Vacated - Judge Not Available*

12/15/2017 **Order Setting Civil Bench Trial**  
*Order Setting Bench Trial*

01/04/2018 **Minute Order** (3:00 AM) (Judicial Officer Sturman, Gloria)  
[Minutes](#)  
Result: Minute Order - No Hearing Held

01/09/2018 **CANCELED Status Check** (9:00 AM) (Judicial Officer Sturman, Gloria)  
*Vacated - per Judge*

01/12/2018 **Motion to Extend Discovery**  
*Motion to Extend Discovery and Continue Trial (Third Request)*

01/18/2018 **Notice of Change of Address**  
*Notice Of Change Of Address*

01/31/2018 **Opposition**  
*Opposition to Motion to Continue Discovery*

02/12/2018 **Reply in Support**  
*Reply in Support of Motion to Extend Discovery and Continue Trial*

02/20/2018 **Motion to Extend Discovery** (9:00 AM) (Judicial Officer Sturman, Gloria)  
*Motion to Extend Discovery and Continue Trial (Third Request)*  
[Parties Present](#)  
[Minutes](#)

03/02/2018 Result: Trial Date Set  
**Order Granting Motion**  
*Order Granting Motion to Extend Discovery and Continue Trial*

03/07/2018 **Notice of Entry of Order**  
*Notice of Entry of Order Granting Motion to Extend Discovery and Continue Trial*

03/08/2018 **Receipt of Copy**  
*Receipt of Copy*

05/03/2018 **CANCELED Calendar Call** (9:00 AM) (Judicial Officer Sturman, Gloria)  
*Vacated - per Attorney or Pro Per*  
*12/27/2017 Reset by Court to 05/03/2018*

05/04/2018 **Notice of Change of Address**  
*Notice of Change of Address*

05/04/2018 **Motion for Summary Judgment**  
*Thornburg Mortgage Securities Trust 2007-3's Motion for Summary Judgment*

05/04/2018 **Motion for Summary Judgment**  
*Motion for Summary Judgment*

05/10/2018 **Notice of Change of Address**  
*Amended Notice of Change of Address*

05/14/2018 **Opposition**  
*Republic Services, Inc. s Partial Opposition To Plaintiff Saticoy Bay, LLC Series 43 Innisbrook s Motion For Summary Judgment*

05/21/2018 **Opposition to Motion For Summary Judgment**  
*Thornburg Mortgage Securities Turst 2007-3's Opposition to Saticoy Bay LLC's Series 34 Innisbrook's Motion for Summary Judgment*

05/22/2018 **Opposition**  
*Plaintiff's Opposition to Defendant Thornburg Mortgage Securities Trust 2007-3's Motion for Summary Judgment*

05/22/2018 **Opposition and Countermotion**  
*Counter-Defendant Spanish Trail Master Association's Opposition to Thornburg Mortgage's Motion for Summary Judgment and Countermotion for Summary Judgment*

05/23/2018 **Initial Appearance Fee Disclosure**  
*Initial Appearance Fee Disclosure*

05/29/2018 **CANCELED Bench Trial** (9:00 AM) (Judicial Officer Sturman, Gloria)  
*Vacated - per Attorney or Pro Per*  
*01/02/2018 Reset by Court to 05/29/2018*

05/29/2018 **Opposition to Motion For Summary Judgment**  
*Thornburg Mortgage Securities Trust 2007-3's Reply Supporting Its Motion For Summary Judgment And Opposition To Spanish Trials Master Association's Countermotion For Summary Judgment*

05/30/2018 **Opposition to Motion**  
*Republic Services, Inc. 's Partial Opposition to Counterdefendant, Spanish Trail Master Association's Countermotion for Summary Judgment*

05/30/2018 **Joinder to Motion For Summary Judgment**  
*Red Rock Financial Services' Joinder to Counter-Defendant Spanish Trail Master Association's Countermotion for Summary Judgment*

06/01/2018 **Decision** (9:00 AM) (Judicial Officer Sturman, Gloria)  
[Minutes](#)

06/04/2018 Result: Vacate  
**Reply in Support**  
*Reply in Support of Plaintiff's Motion for Summary Judgment*

06/05/2018 **Stipulation and Order**  
*Stipulation and Order to Consolidate Hearing Dates and Continue Status Check (First Request)*

06/05/2018 **Notice of Entry**  
*Notice of Entry of Stipulation and Order Consolidating Hearing Dates and Continue Status Check*

06/12/2018 **Status Check: Trial Readiness** (9:30 AM) (Judicial Officer Sturman, Gloria)  
**06/12/2018, 07/03/2018**  
*06/05/2018 Reset by Court to 06/12/2018*

06/12/2018 Result: Matter Continued  
**Motion for Summary Judgment** (9:30 AM) (Judicial Officer Sturman, Gloria)  
**06/12/2018, 07/03/2018**  
*Thornburg Mortgage Securities Trust 2007-3's Motion for Summary Judgment*  
*06/05/2018 Reset by Court to 06/12/2018*

06/12/2018 Result: Matter Continued  
**Motion for Summary Judgment** (9:30 AM) (Judicial Officer Sturman, Gloria)  
**06/12/2018, 07/03/2018**  
*Motion for Summary Judgment*

06/12/2018 Result: Matter Continued  
**Opposition and Countermotion** (9:30 AM) (Judicial Officer Sturman, Gloria)  
**06/12/2018, 07/03/2018**  
*Counter-Defendant Spanish Trail Master Association's Opposition to Thornburg Mortgage's Motion for Summary Judgment and Countermotion for Summary Judgment*  
*06/05/2018 Reset by Court to 06/12/2018*  
*07/03/2018 Reset by Court to 07/03/2018*

06/12/2018 Result: Matter Continued  
**Motion for Summary Judgment** (9:30 AM) (Judicial Officer Sturman, Gloria)  
**06/12/2018, 07/03/2018**  
*Red Rock Financial Services' Joinder to Counter-Defendant Spanish Trail Master Association's Countermotion for Summary Judgment*  
*06/05/2018 Reset by Court to 06/12/2018*

06/12/2018 Result: Matter Continued  
**All Pending Motions** (9:30 AM) (Judicial Officer Sturman, Gloria)  
[Minutes](#)

06/15/2018 Result: Matter Continued  
**Stipulation and Order**  
*Stipulation and Order to Continue Hearing on the Parties' Motions for Summary Judgment*

06/19/2018 **Notice of Entry of Stipulation and Order**

06/26/2018 *Notice of Entry of Stipulation and Order to Continue Hearing on the Parties' Motions for Summary Judgment*  
**Reply in Support**  
*Counter-Defendant Spanish Trail Master Association's Reply in Support of its Counter-motion for Summary Judgment*

06/27/2018 **Supplement**  
*Supplement to Plaintiff's Opposition to Defendant Thornburg Mortgage Securities Trust 2007-3's Motion for Summary Judgment*

06/28/2018 **Errata**  
*Errata to Thornburg Mortgage Securities Trust 2007-3's Motion for Summary Judgment*

06/29/2018 **Reply in Support**  
*Thornburg Mortgage Securities Trust 2007-3's Reply Supporting Its Motion for Summary Judgment or, in The Alternative Surreply Supporting Summary Judgment*

07/02/2018 **Errata**  
*Errata to Thornburg Mortgage Securities Trust 2007-3's Reply Supporting its Motion to Strike Plaintiffs Supplemental Opposition to its Motion for Summary Judgment or in the Alternative, Surreply Supporting Summary Judgment*

07/03/2018 **All Pending Motions** (9:30 AM) (Judicial Officer Sturman, Gloria)  
[Parties Present](#)  
[Minutes](#)  
 Result: Matter Heard

07/06/2018 **Pre-Trial Disclosure**  
*Spanish Trail Master Association's Pre-Trial Disclosures*

07/12/2018 **Calendar Call** (9:00 AM) (Judicial Officer Sturman, Gloria)  
[Parties Present](#)  
[Minutes](#)  
 Result: Matter Heard

07/19/2018 **Answer**  
*Spanish Trail Master Association's Answer to Thornburg Mortgage's Counterclaims*

07/19/2018 **Answer**  
*Spanish Trail Master Association's Answer to Saticoy Bay's Third Amended Complaint*

07/24/2018 **Joint Pre-Trial Memorandum**  
*Joint Pre-Trial Memorandum*

08/16/2018 **Calendar Call** (9:00 AM) (Judicial Officer Sturman, Gloria)  
[Parties Present](#)  
[Minutes](#)  
 Result: Matter Continued

09/06/2018 **Order Setting Civil Bench Trial**  
*Order Resetting Bench Trial*

09/11/2018 **Stipulation and Order**  
*Stipulation and Order Continuing Trial Date*

09/12/2018 **Notice of Entry**  
*Notice of Entry of Order*

09/17/2018 **Motion to Reconsider**  
*Thornburg Mortgage Securities Trust 2007-3's Motion For Reconsideration Of Order Denying Summary Judgment*

09/20/2018 **CANCELED Pre Trial Conference** (10:30 AM) (Judicial Officer Sturman, Gloria)  
*Vacated - per Stipulation and Order*

09/24/2018 **CANCELED Bench Trial** (9:00 AM) (Judicial Officer Sturman, Gloria)  
*Vacated - per Stipulation and Order*  
*08/06/2018 Reset by Court to 09/10/2018*  
*09/10/2018 Reset by Court to 09/24/2018*

09/27/2018 **Notice of Change of Address**  
*Notice of Change of Address and Notice of Firm Name Change*

10/02/2018 **Opposition**  
*Plaintiff's Opposition to Motion for Reconsideration*

10/26/2018 **Reply in Support**  
*Thornburg Mortgage Securities Trust 2007-3's Reply Supporting its Motion for Reconsideration*

11/06/2018 **Motion For Reconsideration** (9:00 AM) (Judicial Officer Sturman, Gloria)  
*Thornburg Mortgage Securities Trust 2007-3's Motion For Reconsideration Of Order Denying Summary Judgment*  
[Parties Present](#)  
[Minutes](#)  
 Result: Granted

12/03/2018 **Findings of Fact, Conclusions of Law and Order**  
*Findings of Fact, Conclusions of Law and Order Granting Thornburg Mortgage Securities Trust 2007-3's Motion for Summary Judgment*

12/04/2018 **Memorandum of Costs and Disbursements**  
*Thornburg Mortgage Securities Trust 2007-3's Memorandum of Costs*

12/05/2018 **Notice of Entry of Findings of Fact, Conclusions of Law**  
*Notice of Entry of Findings of Fact, Conclusions of Law, and Order Granting Thornburg Mortgage Securities Trust 2007-3's Motion for Summary Judgment*

12/07/2018 **Order to Statistically Close Case**  
*Civil Order to Statistically Close Case*

12/13/2018 **CANCELED Calendar Call** (9:00 AM) (Judicial Officer Sturman, Gloria)  
*Vacated - per Stipulation and Order*

01/04/2019 **Order**  
*Order Setting Further Proceedings*

01/07/2019 **CANCELED Bench Trial** (9:00 AM) (Judicial Officer Sturman, Gloria)  
*Vacated - per Stipulation and Order*

01/31/2019 **Notice of Appearance**  
*Notice of Appearance*

01/31/2019 **Answer**  
*Madelaine Timpa and Timpa Trust's Verified Answer To Red Rock Financial Services' Counterclaim For Interpleader And Madelaine Timpa's Claim To Surplus Funds*

02/01/2019 **Initial Appearance Fee Disclosure**



Initial Appearance Fee Disclosure

02/05/2019 **Status Check: Settlement/Trial Setting** (9:00 AM) (Judicial Officer Sturman, Gloria)  
**02/05/2019, 03/01/2019**  
[Parties Present](#)  
[Minutes](#)  
03/05/2019 *Reset by Court to 03/01/2019*

03/05/2019 Result: Matter Continued  
**Substitution of Attorney**  
*Substitution of Attorney*

03/29/2019 **Miscellaneous Filing**  
*Status Memo*

04/04/2019 **Miscellaneous Filing**  
*Status Memo*

04/04/2019 **Joinder**  
*Thornburg's Joinder to Madelaine Timpa and Timpa Trust's Status Memo*

04/15/2019 **Order to Statistically Close Case**  
*Civil Order to Statistically Close Case*

05/10/2019 **Motion**  
*Motion to Reinstate Statistically Closed Case*

05/10/2019 **Ex Parte Motion**  
*Ex Parte Motion for Order Shortening Time on Motion to Reinstate Statistically Closed Case*

05/10/2019 **Clerk's Notice of Hearing**  
*Notice of Hearing*

05/13/2019 **Minute Order** (9:00 AM) (Judicial Officer Sturman, Gloria)  
[Minutes](#)  
Result: Minute Order - No Hearing Held

06/10/2019 **Notice of Association of Counsel**  
*Notice of Association of Counsel*

06/11/2019 **Motion** (9:00 AM) (Judicial Officer Sturman, Gloria)  
*Motion to Reinstate Statistically Closed Case*  
[Parties Present](#)  
[Minutes](#)  
Result: Trial Date Set

06/11/2019 **Order Setting Civil Bench Trial**  
*Scheduling Order and Order Setting Civil Non-Jury Trial and Calendar Call*

06/19/2019 **Order**  
*Order*

06/20/2019 **Notice of Entry of Order**  
*Notice of Entry of Order*

06/25/2019 **Motion for Summary Judgment**  
*Timpa Trust's Motion for Summary Judgment*

06/26/2019 **Clerk's Notice of Hearing**  
*Notice of Hearing*

07/09/2019 **Notice of Deposit**  
*Notice of Red Rock Financial Services' Deposit of Interpleaded Funds With the Court*

07/09/2019 **Response**  
*Red Rock Financial Services' Limited Response to Timpa Trust's Motion for Summary Judgment*

07/09/2019 **Reply**  
*TIMPA TRUST'S REPLY TO RED ROCK FINANCIAL SERVICES LIMITED RESPONSE TO TIMPA TRUST S MOTION FOR SUMMARY JUDGMENT*

07/09/2019 **Motion**  
*Motion to Enlarge Time In Which to File Opposition to Timpa Trust's Motion for Summary Judgment*

07/09/2019 **Declaration**  
*Declaration of Roger P. Croteau in Support of Motion*

07/10/2019 **Clerk's Notice of Hearing**  
*Notice of Hearing*

07/11/2019 **Motion for Order**  
*Motion for Order Shortening Time on Motion to Enlarge Time in Which to File Opposition*

07/18/2019 **Order Shortening Time**  
*Order Shortening Time*

07/18/2019 **Notice of Entry**  
*Notice of Entry of Order Shortening Time*

07/23/2019 **Opposition to Motion**  
*Timpa Trust's Opposition to Saticoy Bay LLC Series 34 Innisbrook s Motion To Enlarge Time In Which To File Opposition to Timpa Trust's Motion For Summary Judgment*

07/24/2019 **Amended**  
*Amended Motion to Enlarge Time in Which to File Opposition to Timpa Trust's Motion for Summary Judgment*

07/25/2019 **Notice of Non Opposition**  
*Notice Pursuant to EDCR 2.20(e) of Non-Opposition by Plaintiff to Timpa Trust's Motion for Summary Judgment*

07/26/2019 **Opposition to Motion**  
*Opposition to Timpa Trust's Motion for Summary Judgment and Red Rock Financial Services Limited Response to Timpa Trust's Motion for Summary Judgement*

08/06/2019 **Motion** (9:00 AM) (Judicial Officer Sturman, Gloria)  
*Motion to Enlarge Time In Which to File Opposition to Timpa Trust's Motion for Summary Judgment*  
[Parties Present](#)  
[Minutes](#)  
08/20/2019 *Reset by Court to 08/06/2019*

08/06/2019 Result: Moot  
**Reply to Opposition**

08/11/2019 *Timpa Trust's Reply to Saticoy Bay LLC Series 34 Innisbrook's Opposition to Timpa Trust's Motion for Summary Judgment*  
**Ex Parte Motion**  
*Ex Parte Motion To Continue August 13, 2019 Hearing Date*

08/11/2019 **Declaration**  
*DECLARATION OF ROGER P. CROTEAU IN SUPPORT OF EX PARTE MOTION TO CONTINUE AUGUST 13, 2019 HEARING DATE*

08/13/2019 **Motion for Summary Judgment** (9:30 AM) (Judicial Officer Sturman, Gloria)  
**08/13/2019, 08/20/2019**  
*Timpa Trust's Motion for Summary Judgment*  
[Parties Present](#)  
[Minutes](#)

08/13/2019 Result: Matter Heard  
**CANCELED Motion for Summary Judgment** (9:30 AM) (Judicial Officer Sturman, Gloria)  
*Vacated - Duplicate Entry*  
*Timpa Trust's Motion for Summary Judgment*

08/15/2019 **Order Granting**  
*Order Granting Ex Parte Motion to Continue August 13, 2019 Hearing Date*

08/15/2019 **Notice of Entry**  
*Notice of Entry of Order*

08/29/2019 **Notice of Change**  
*Notice of Change Of Trustee Of Plaintiff Timpa Trust U/T/D March 3, 1999*

08/29/2019 **Amended Notice**  
*Amended Notice of Change of Trustee of Timpa Trust U/T/D March 3, 1999*

09/11/2019 **Order**  
*Order*

09/11/2019 **Notice of Entry of Order**  
*Notice of Entry of Order*

09/19/2019 **CANCELED Calendar Call** (9:00 AM) (Judicial Officer Sturman, Gloria)  
*Vacated - per Judge*

09/24/2019 **Motion to Reconsider**  
*Plaintiff's Motion For Reconsideration Under NRCP 59(E) and 60(B) of (I) The Court's Summary Judgment Order of December 3, 2018 and (II) The Court's Order Concerning the Distribution of Excess Proceeds*

09/25/2019 **Clerk's Notice of Hearing**  
*Notice of Hearing*

10/02/2019 **Motion to Stay**  
*Plaintiff's Emergency Motion for a Stay of Execution Pending the Court's Adjudication of Plaintiff's Pending Motion for Reconsideration of the Court's Excess Proceeds Order Pursuant to NRCP 62(b)(3) & (4)*

10/02/2019 **Ex Parte Motion**  
*Ex Parte Motion for Entry of an Order Shortening Time for Hearing on Plaintiff's Emergency Motion for a Stay of Execution Pending the Court's Adjudication of Plaintiff's Pending Motion for Reconsideration of the Court's Excess Proceeds Order Pursuant to NRCP 62(b)(3) & (4)*

10/03/2019 **Clerk's Notice of Hearing**  
*Notice of Hearing*

10/04/2019 **Opposition to Motion**  
*Thornburg's Mortgage Securities Trust 2007-3's Limited Opposition to Plaintiff's Motion for Reconsideration*

10/04/2019 **Joinder To Motion**  
*Thornburg Mortgage Securities Trust 2007-3's Limited Joinder to Plaintiff's Emergency Motion for Stay of Execution Pending the Court's Adjudication of Plaintiff's Pending Motion for Reconsideration of the Court's Excess Proceeds Order Pursuant to 62(b)(3)&(4)*

10/08/2019 **Order Shortening Time**  
*Order Shortening Time For Hearing On Plaintiff's Emergency Motion For A Stay Of Execution Pending The Court's Adjudication Of Plaintiff's Pending Motion For Reconsideration Of The Court's Excess Proceeds Order Pursuant To NRCP 62(b)(3) & (4)*

10/08/2019 **Notice of Entry of Order**  
*Notice of Entry of Order Shortening Time For Hearing*

10/08/2019 **Opposition to Motion**  
*Opposition to Plaintiff's Motion for Reconsideration Under NRCP 59(E) and 60(B) of (I) the Court's Summary Judgment Order of December 3, 2018 and (II) the Court's Order Concerning the Distribution of Excess Proceeds*

10/10/2019 **Motion For Stay** (10:45 AM) (Judicial Officer Sturman, Gloria)  
*Plaintiff's Emergency Motion for a Stay of Execution Pending the Court's Adjudication of Plaintiff's Pending Motion for Reconsideration of the Court's Excess Proceeds Order Pursuant to NRCP 62(b)(3) & (4)*  
[Parties Present](#)  
[Minutes](#)  
11/05/2019 Reset by Court to 10/10/2019

10/14/2019 Result: Granted in Part  
**CANCELED Bench Trial** (9:00 AM) (Judicial Officer Sturman, Gloria)  
*Vacated - per Judge*

10/14/2019 **Notice of Posting Bond**  
*Notice of Posting Security Costs*

10/14/2019 **Order Granting**  
*Order Granting Plaintiff's Emergency Motion for a Stay of Execution*

10/16/2019 **Motion to Amend Complaint**  
*Plaintiff's Motion to Amend Complaint Pursuant NRCP 15(b)(2) and 60(b), the Supreme Court of Nevada's Decision in Jessup, and EDCR 2.30 to Set Aside/Rescind NRS 116 Foreclosure Sale*

10/17/2019 **Clerk's Notice of Hearing**  
*Notice of Hearing*

10/18/2019 **Reply in Support**  
*Plaintiff's Reply to Thornburg Mortgage Securities Trust 2007 - 3's Limited Opposition to Plaintiff's Motion for Reconsideration*

10/18/2019 **Ex Parte Motion**  
*Ex Parte Motion for Entry of an Order Shortening Time for Hearing on Plaintiff's Motion to Amend Complaint Pursuant to NRCP 15(b)(2) and 60(b), the Supreme Court of Nevada's Decision in JESSUP, and EDCR 2.30 to Set Aside/Rescind NRS 116 Foreclosure Sale*

10/21/2019 **Clerk's Notice of Hearing**  
*Notice of Hearing*

10/23/2019 **Order Shortening Time**

ORDER SHORTENING TIME FOR HEARING ON PLAINTIFF'S MOTION TO AMEND COMPLAINT PURSUANT TO NRCP 15(b)(2) AND 60(b), THE SUPREME COURT OF NEVADA'S DECISION IN JESSUP, AND EDCR 2.30 TO SET ASIDE/RESCIND NRS 116 FORECLOSURE SALE

10/23/2019 **Notice of Entry of Order**  
*Notice of Entry of Order Shortening Time*

10/23/2019 **Ex Parte Motion for Enlargement of Time**  
*Ex Parte Motion to Enlarge Time in Which to File a Reply to Timpa Trust's Opposition to Plaintiff's Motion for Reconsideration*

10/25/2019 **Opposition to Motion**  
*Thornburg Mortgage Securities Trust 2007-3's Limited Opposition to Plaintiff's Motion to Amend Complaint Pursuant To NRCP 15(B)(2) and 60(B)*

10/25/2019 **Reply in Support**  
*Plaintiff's Reply in Support of Its Motion for Reconsideration*

10/27/2019 **Opposition to Motion**  
*Opposition to Plaintiff's Motion to Amend Complaint Pursuant to NRCP 15(b)(2) and 60(b), the Supreme Court of Nevada's Decision in Jessup, and EDCR 2.30 to Set Aside/Rescind NRS 116 Foreclosure Sale*

10/28/2019 **Order Granting**  
*Order Granting Ex Parte Motion to Enlarge Time in Which to File a Reply to Timpa Trust's Opposition to Plaintiff's Motion for Reconsideration*

10/28/2019 **Opposition to Motion**  
*Red Rock Financial Services' Opposition to Plaintiff's Motion to Amend Complaint*

10/29/2019 **Motion For Reconsideration** (9:00 AM) (Judicial Officer Sturman, Gloria)  
*Plaintiff's Motion For Reconsideration Under NRCP 59(E) and 60(B) of (I) The Court's Summary Judgment Order of December 3, 2018 and (II) The Court's Order Concerning the Distribution of Excess Proceeds*  
Result: Granted in Part

10/29/2019 **Motion to Amend Complaint** (9:00 AM) (Judicial Officer Sturman, Gloria)  
*Plaintiff's Motion to Amend Complaint Pursuant NRCP 15(b)(2) and 60(b), the Supreme Court of Nevada's Decision in Jessup, and EDCR 2.30 to Set Aside/Rescind NRS 116 Foreclosure Sale*  
11/19/2019 Reset by Court to 10/29/2019  
Result: Denied

10/29/2019 **Motion** (9:00 AM) (Judicial Officer Sturman, Gloria)  
*Ex Parte Motion for Entry of an Order Shortening Time for Hearing on Plaintiff's Motion to Amend Complaint Pursuant to NRCP 15(b)(2) and 60(b), the Supreme Court of Nevada's Decision in JESSUP, and EDCR 2.30 to Set Aside/Rescind NRS 116 Foreclosure Sale*  
10/29/2019 Reset by Court to 11/26/2019  
11/26/2019 Reset by Court to 10/29/2019  
11/26/2019 Reset by Court to 10/29/2019  
Result: Denied

10/29/2019 **All Pending Motions** (9:00 AM) (Judicial Officer Sturman, Gloria)  
[Parties Present](#)  
[Minutes](#)  
Result: Granted in Part

11/01/2019 **CANCELED Status Check: Settlement Documents** (3:00 AM) (Judicial Officer Sturman, Gloria)  
*Vacated - per Stipulation and Order*  
FFCL

11/05/2019 **CANCELED Motion** (9:00 AM) (Judicial Officer Sturman, Gloria)  
*Vacated*  
*Ex Parte Motion for Entry of an Order Shortening Time for Hearing on Plaintiff's Emergency Motion for a Stay of Execution Pending the Court's Adjudication of Plaintiff's Pending Motion for Reconsideration of the Court's Excess Proceeds Order Pursuant to NRCP 62(b)(3) & (4)*

11/05/2019 **CANCELED Joinder** (9:00 AM) (Judicial Officer Sturman, Gloria)  
*Vacated*  
*Thornburg Mortgage Securities Trust 2007-3's Limited Joinder to Plaintiff's Emergency Motion for Stay of Execution Pending the Court's Adjudication of Plaintiff's Pending Motion for Reconsideration of the Court's Excess Proceeds Order Pursuant to 62(b)(3)&(4)*

11/18/2019 **Order Granting**  
*Order*

11/19/2019 **Notice of Entry of Order**  
*Notice of Entry of Order*

11/19/2019 **Notice of Appeal**  
*Notice of Appeal*

11/19/2019 **Case Appeal Statement**  
*Case Appeal Statement*

12/11/2019 **Joinder To Motion**  
*Thornburg Mortgage Securities Trust 2007-3's Joinder To Saticoy Bay LLC, Series 34 Innisbrook's Motion For Injunction Pending Appeal*

12/11/2019 **Motion**  
*Motion for Injunction Pending Appeal on Order Shortening Time*

12/16/2019 **Supplement**  
*Supplemental Authority in Support of Plaintiff's Motion for Injunction Pending Appeal*

12/17/2019 **Motion** (9:30 AM) (Judicial Officer Sturman, Gloria)  
*Plaintiff's Motion for Injunction Pending Appeal on Order Shortening Time*  
12/17/2019 Reset by Court to 12/17/2019  
Result: Matter Heard

12/17/2019 **Joinder** (9:30 AM) (Judicial Officer Sturman, Gloria)  
*Thornburg Mortgage Securities Trust 2007-3's Joinder To Saticoy Bay LLC, Series 34 Innisbrook's Motion For Injunction Pending Appeal*  
Result: Matter Heard

12/17/2019 **All Pending Motions** (9:30 AM) (Judicial Officer Sturman, Gloria)  
[Parties Present](#)  
[Minutes](#)  
Result: Matter Heard

01/08/2020 **Motion for Distribution**  
*Motion to Distribute Funds and for Attorney's Fees*

01/08/2020 **Memorandum of Costs and Disbursements**  
*Memorandum of fees and costs*

01/08/2020 **Clerk's Notice of Hearing**  
*Notice of Hearing*

01/10/2020 **Status Check** (3:00 AM) (Judicial Officer Sturman, Gloria)



STATUS CHECK: REPUBLIC SERVICE LIEN AMOUNT

[Minutes](#)

Result: Decision Made

02/11/2020 **CANCELED Motion for Distribution** (9:00 AM) (Judicial Officer Sturman, Gloria)  
*Vacated*

02/20/2020 **Defendant's Motion to Distribute Funds and for Attorney's Fees**

**Order Granting**

*Order Granting Republic Silver State Disposal, Inc., dba Republic Services Motion to Distribute Funds and for Attorney Fees*

FINANCIAL INFORMATION

**Counter Claimant** Red Rock Financial Services

Total Financial Assessment

423.00

Total Payments and Credits

423.00

**Balance Due as of 05/14/2020**

**0.00**

05/21/2015 Transaction Assessment

223.00

05/21/2015 Efile Payment

Receipt # 2015-53684-CCCLK

Red Rock Financial Services

(223.00)

05/31/2018 Transaction Assessment

200.00

05/31/2018 Efile Payment

Receipt # 2018-36682-CCCLK

Red Rock Financial Services

(200.00)

**Counter Claimant** Thornburg Mortgage Securities Trust 2007-3

Total Financial Assessment

423.00

Total Payments and Credits

423.00

**Balance Due as of 05/14/2020**

**0.00**

04/13/2015 Transaction Assessment

223.00

04/13/2015 Efile Payment

Receipt # 2015-37994-CCCLK

Thornburg Mortgage Securitie T

(223.00)

05/04/2018 Transaction Assessment

200.00

05/04/2018 Efile Payment

Receipt # 2018-30667-CCCLK

Thornburg Mortgage Securities Trust 2007-3

(200.00)

**Counter Defendant** Republic Services

Total Financial Assessment

223.00

Total Payments and Credits

223.00

**Balance Due as of 05/14/2020**

**0.00**

06/23/2015 Transaction Assessment

223.00

06/23/2015 Efile Payment

Receipt # 2015-65959-CCCLK

Republic Services

(223.00)

**Counter Defendant** Saticoy Bay LLC Series 34 Innisbrook

Total Financial Assessment

694.00

Total Payments and Credits

694.00

**Balance Due as of 05/14/2020**

**0.00**

11/20/2014 Transaction Assessment

270.00

11/20/2014 Efile Payment

Receipt # 2014-130966-CCCLK

Saticoy Bal LLC Series 34 Inni

(270.00)

08/24/2015 Transaction Assessment

200.00

08/24/2015 Efile Payment

Receipt # 2015-89462-CCCLK

Saticoy Bay LLC Series 34 Innisbrook

(200.00)

05/07/2018 Transaction Assessment

200.00

05/07/2018 Efile Payment

Receipt # 2018-30762-CCCLK

Saticoy Bay LLC Series 34 Innisbrook

(200.00)

11/19/2019 Transaction Assessment

24.00

11/19/2019 Efile Payment

Receipt # 2019-70129-CCCLK

Saticoy Bay LLC Series 34 Innisbrook

(24.00)

**Counter Defendant** Spanish Trail Master Association

Total Financial Assessment

869.00

Total Payments and Credits

869.00

**Balance Due as of 05/14/2020**

**0.00**

06/09/2015 Transaction Assessment

223.00

06/09/2015 Efile Payment

Receipt # 2015-60609-CCCLK

Spanish Trail Master Associati

(223.00)

05/24/2018 Transaction Assessment

200.00

05/24/2018 Efile Payment

Receipt # 2018-35255-CCCLK

Spanish Trail Master Association

(200.00)

07/20/2018 Transaction Assessment

223.00

07/20/2018 Efile Payment

Receipt # 2018-48207-CCCLK

Spanish Trail Master Association

(223.00)

07/20/2018 Transaction Assessment

223.00

07/20/2018 Efile Payment

Receipt # 2018-48211-CCCLK

Spanish Trail Master Association

(223.00)

**Counter Defendant** Timpa Trust

Total Financial Assessment

200.00

Total Payments and Credits

200.00

**Balance Due as of 05/14/2020**

**0.00**

06/25/2019	Transaction Assessment			200.00
06/25/2019	Efile Payment	Receipt # 2019-38867-CCCLK	Timpa Trust	(200.00)
<b>Counter Defendant</b> Timpa, Madelaine				
Total Financial Assessment				253.00
Total Payments and Credits				253.00
<b>Balance Due as of 05/14/2020</b>				<b>0.00</b>
02/06/2019	Transaction Assessment			253.00
<b>Defendant</b> Recontrust Company NA				
Total Financial Assessment				223.00
Total Payments and Credits				223.00
<b>Balance Due as of 05/14/2020</b>				<b>0.00</b>
02/24/2015	Transaction Assessment			223.00
02/24/2015	Efile Payment	Receipt # 2015-19131-CCCLK	Recontrust Company NA	(223.00)
<b>Defendant</b> Red Rock Financial Services LLC				
Total Financial Assessment				0.00
Total Payments and Credits				0.00
<b>Balance Due as of 05/14/2020</b>				<b>0.00</b>

# **EXHIBIT 5**

# **EXHIBIT 5**

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**Printed Date: 6/14/2019**

**Page 1 of 2**

Minutes Date:

June 11, 2019

**Prepared by: Lorna Shell**

A-14-710161-C

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Title to Property****COURT MINUTES****June 11, 2019**

A-14-710161-C      Saticoy Bay LLC Series 34 Innisbrook, Plaintiff(s)  
    vs.  
    Thornburg Mortgage Securities Trust 2007-3, Defendant(s)

**June 11, 2019                      09:00 AM                      Motion to Reinstate Statistically Closed Case**

**HEARD BY:**      Sturman, Gloria                      **COURTROOM:** RJC Courtroom 10D

**COURT CLERK:** Shell, Lorna

**RECORDER:**      Esparza, Kerry

**REPORTER:**

**PARTIES PRESENT:**

<b>Bryan Naddafi</b>	<b>Attorney for Counter Claimant, Counter Defendant, Defendant</b>
<b>Melanie D. Morgan</b>	<b>Attorney for Counter Claimant, Counter Defendant, Defendant</b>
<b>Ryan D. Hastings</b>	<b>Attorney for Counter Defendant, Defendant</b>
<b>Travis D Akin</b>	<b>Attorney for Counter Defendant, Defendant, Trustee</b>

**JOURNAL ENTRIES**

MATTER TRAILED AND RECALLED at the hour of 9:48 AM with all parties present.

Court stated it appeared the case was procedurally closed as it met the requirements, however it should not have been closed.

Mr. Akin stated the remaining issue was regarding who was to receive the excess proceeds from the foreclosure, that NRS 116.31164(7) lays it out clearly, that Red Rock Financial had the funds, and that he'd like an order that Red Rock deposit the funds with the Court and for a hearing be set to determine who will receive the excess funds so the parties will have time to file motions and set the Evidentiary Hearing.

Ms. Morgan stated Timpa Trust filed a separate lawsuit for the excess proceeds, that it was for \$1.2 million, and they were looking to consolidate the two cases.

Mr. Akin argued they did that as a safety net and he would dismiss it to keep the matter simple if this court would hear it.

Ms. Morgan stated dismissal would be cleaner than consolidation.

Mr. Akin stated he wanted the funds deposited with the court.

COURT FINDS this to be an appropriate action under the Local Rule and that the case was closed in error. COURT ORDERED, Motion to Reinstate GRANTED; Funds to be deposited with the court within 30 days; Trial Date SET.

09/19/19 9:00 AM CALENDAR CALL

10/14/19 9:00 AM BENCH TRIAL

**Printed Date: 6/14/2019**

**Page 2 of 2**

Minutes Date:

June 11, 2019

**Prepared by: Lorna Shell**