

Case No. 81293

IN THE SUPREME COURT OF NEVADA

SFR INVESTMENTS POOL 1, LLC, A
NEVADA LIMITED LIABILITY
COMPANY,

Appellant,

vs.

U.S. BANK N.A., A NATIONAL
BANKING ASSOCIATION; AND
NATIONSTAR MORTGAGE, LLC, A
FOREIGN LIMITED LIABILITY
COMPANY,

Respondent.

Electronically Filed
Jan 20 2021 04:04 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

APPEAL

from the Eighth Judicial District Court, Clark County
The Honorable GLORIA STURMAN, District Judge
District Court Case No. A-14-705563-C

AMENDED JOINT APPENDIX VOLUME 9

Respectfully submitted by:

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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.

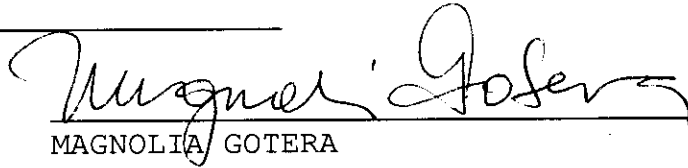
Initials 

DOC ID #: 00012143406811005

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.

Witnesses:




MAGNOLIA GOTERA

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

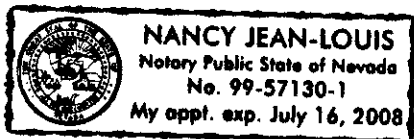
-Borrower



STATE OF NEVADA

COUNTY OF Clark

This instrument was acknowledged before me on November 15, 2005 by
Magnolia Go tera



Nancy Jean-Louis

Mail Tax Statements To:
TAX DEPARTMENT SV3-24

450 American Street
Simi Valley CA, 93065

Initials: ML
Form 3029 1/01

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

0519191253 00012143406811005
[Escrow/Closing #] [Doc ID #]

THIS ADJUSTABLE RATE RIDER is made this TENTH day of
NOVEMBER, 2005, 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:

5327 MARSH BUTTE STREET
LAS VEGAS, NV 89148-4669
[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 agrees 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 (12/04)(d)

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NATIONSTAR00150
JA_1916

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

Interest will be charged on unpaid Principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 3.000 %. The interest rate I will pay may change.

The interest rate required by this Section 2 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 JANUARY, 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 & 75/1000 percentage point(s) (3.075 %) ("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.

I will make my monthly payments on the FIRST day of each month beginning on January, 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 DECEMBER 01, 2035, I still owe amounts under the Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

DOC ID #: 00012143406811005

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. \$ 2,142.80 , 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 JANUARY, 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 7.5% of my prior monthly
payment. This 7.5% 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. I also have the option to pay the Full Payment for my monthly
payment.

(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 monthly payment would cause me to exceed that limit, I will instead pay a new monthly payment. This means that my monthly payment may change more frequently than annually and such payment changes will not be limited by the 7.5% 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 fifth 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, Lender may provide me with up to three (3) additional payment options that are **greater** than the Minimum Payment, which are called "Payment Options." I may be given the following Payment Options;

(i) **Interest Only Payment:** the amount that would pay the interest portion of the monthly payment at the current interest rate. 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) **Fully Amortized Payment:** the amount necessary to pay the loan off (Principal and interest) at the Maturity Date in substantially equal payments.

(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.

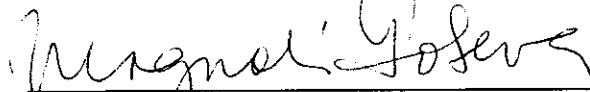
To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements 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

DOC ID #: 00012143406811005

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.


MAGNOLIA GOTERA

-Borrower

-Borrower

-Borrower

-Borrower

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 #:

16330312007

Prepared By:

APRIL MESA

0519191253

[Escrow/Closing #]

00012143406811005

[Doc ID #]

THIS PLANNED UNIT DEVELOPMENT RIDER is made this TENTH day of
NOVEMBER, 2005, 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 *AM*

VMP Mortgage Solutions, Inc. (800)521-7291

Form 3150 1/01



* 2 3 9 9 1 *



* 1 2 1 4 3 4 0 6 8 0 0 0 0 1 0 0 7 R *

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JA_1922

DOC ID #: 00012143406811005

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:

5327 MARSH BUTTE STREET
LAS VEGAS, NV 89148-4669
[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
SPRING VALLEY SECTION 30

[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 

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.

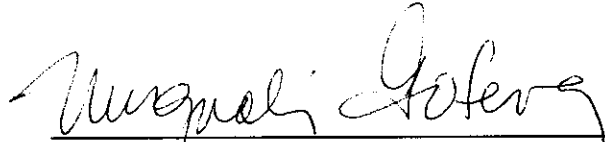
E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial 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 

DOC ID #: 00012143406811005

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



MAGNOLIA GOTERA

(Seal)

- Borrower

(Seal)

- Borrower

(Seal)

- Borrower

(Seal)

- Borrower

Fee: \$14.00
N/C Fee: \$0.00

01/24/2008 11:11:43
T20080013132

Requestor:
FIDELITY NATIONAL DEFAULT SOLUTIONS TUS

Debbie Conway RMS
Clark County Recorder Pgs: 1

RECONTRUST COMPANY
AND WHEN RECORDED MAIL DOCUMENT TO:
RECONTRUST COMPANY
2380 Performance Dr, RGV-D7-450
Richardson, TX 75082

ATTN: Andre Jones
TS No. 08-02887
INVESTOR/INSURER No. 121434068
TSG No. G802797

36

apn-163-30-312-007

SUBSTITUTION OF TRUSTEE NEVADA

WHEREAS, MAGNOLIA GOTERA, A SINGLE WOMAN was the original Trustor, CTC REAL ESTATE SERVICES was the original Trustee, and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. was the original Beneficiary under that certain Deed of Trust dated 11/10/2005 recorded on 11/21/2005 as Instrument No. 0005567 in Book 20051121 Page N/A of Official Records of Clark County, Nevada;

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 RECONTRUST COMPANY, WHOSE ADDRESS IS: 2380 Performance Dr, RGV-D7-450, Richardson, TX 75082, 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.

DATED: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

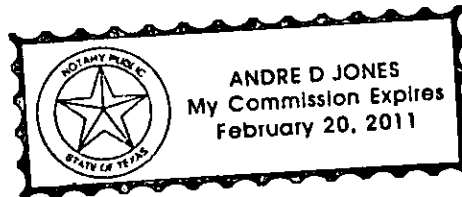
State of: Texas
County of: Dallas

BY: Rebecca Witt
Rebecca Witt, Assistant Secretary

On 01/22/2008 before me Andre D. Jones, personally appeared REBECCA WITT, 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

Notary Public's Signature



Form nvsub (08/06)

When recorded mail to:

THE ALESSI TRUSTEE CORPORATION
9500 West Flamingo Rd., Ste 100
Las Vegas, Nevada 89147
Phone: 702-222-4033

WWW.ALESSITRUSTEE.COM

07872

A.P.N. 163-30-312-007

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Fee: \$14.00

N/C Fee: \$0.00

07/23/2008

11:17:47

T20080152397

Requestor:

NORTH AMERICAN TITLE COMPANY

Debbie Conway

JLB

Clark County Recorder Pgs: 1

Trustee Sale No. SMR-5327-N

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER HOMEOWNERS ASSOCIATION LIEN

WARNING! IF YOU FAIL TO PAY THE AMOUNT SPECIFIED IN THIS NOTICE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE! You may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account. The sale may not be set until ninety days from the date this notice of default is recorded. The date of recordation appears on this notice. The amount due is **\$1,929.00** as of **6/21/2008** and will increase until your account becomes current. To arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact: **Shadow Mountain Ranch**, c/o Alessi Trustee Corp., 9500 West Flamingo Road, Suite 100, Las Vegas, NV 89147.

Certificate

THIS NOTICE pursuant to that certain Assessment Lien, recorded on **May 7, 2008** as document number **20080507-01731**, of Official Records in the County of **Clark**, State of Nevada.

Owner(s): **Magnolia Gotera**

Of **Lot 7 Block 1**, as per map recorded in Book **102**, Pages **28**, as shown on the Condominium Plan, Recorded on as document number **pending** as shown on the Subdivision map recorded in Maps of the County of **Clark**, State of Nevada.


PROPERTY ADDRESS: 5327 Marsh Butte St., Las Vegas, NV 89148

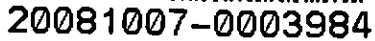
If you have any questions, you should contact an attorney or the Association that maintains the right of assessment upon your property. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure.

REMEMBER YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.

NOTICE IS HEREBY GIVEN THAT The Alessi Trustee Corporation is appointed trustee agent under the above referenced lien, dated **May 7, 2008**, executed by **Shadow Mountain Ranch** to secure assessment obligations in favor of said Association, pursuant to the terms contained in the Declaration of Covenants, Conditions, and Restrictions. A breach of, and default in, the obligation for which said Covenants, Conditions, and Restrictions as security has occurred in that the payment(s) have not been made of homeowners assessments due from and all subsequent homeowner's assessments, monthly or otherwise, less credits and offsets, plus late charges, interest, Association's fees and costs, trustee's fees and costs, and attorney's fees and costs.

Dated: **June 21, 2008**


 April Traversa, Alessi Trustee Corporation on behalf of **Shadow Mountain Ranch**.



NOTICE OF CLAIM OF LIEN FOR SOLID WASTE SERVICE

PARCEL# 163-30-312-007
Account # 23-61950-4

NOTICE IS HEREBY GIVEN that:
REPUBLIC SERVICES
hereby claims a lien pursuant to:
NEVADA REVISED STATUTES
CHAPTER 444.520

in the amount of \$89.62 , on and against the real property
of: GOTERA MAGNOLIA

said property being legally described as follows:
SECTION 30 R2-60 70 #5
PLAT BOOK 102 PAGE 28
LOT 7 BLOCK 1


and commonly known as: 5327 MARSH BUTTE ST, LAS VEGAS NV 89148
Clark County, Las Vegas, Nevada 89148
The lien claimed against the interest of: GOTERA MAGNOLIA as owner of the
above-described property is for solid waste collection, charges, fees and penalties charged by:
REPUBLIC SERVICES

as contractor of CLARK COUNTY for the period from 1/01/2008 to 6/30/2008

That the record owner of the property was given written notice of delinquency at his last address shown by the records of the County Assessor and that after the expiration of fifteen (15) days of said notice, the said record owner has failed and neglected to pay the amount of the charges, fees and penalties due as aforesaid.

STATE OF NEVADA) CAROLYN PAIGE, being first duly sworn according to law, deposes and says:
) ss: That she is the Representative of the Lien claimant herein; and that she has read the
COUNTY OF CLARK) above and foregoing Notice of Claim of Lien and knows the contents thereof, and that the
statement and averments of facts therein contained are true and of her own knowledge
and belief, except as to those statements made upon information and belief, and as to those
she believes them to be true.

SUBSCRIBED and SWORN to before me
this 17th day of June , 2008


Notary Public

By: Carolyn Paige
Carolyn Paige
Representative of the Lien Claimant
Republic Silver State Disposal, Inc., DBA Republic Services



WHEN RECORDED, RETURN TO:
REPUBLIC SERVICES
P.O. BOX 98508
LAS VEGAS, NEVADA 89193-8508

When recorded mail to:

THE ALESSI & KOENIG, LLC
9500 West Flamingo Rd., Ste 100
Las Vegas, Nevada 89147
Phone: 702-222-4033

A.P.N. **163-30-312-007**

Trustee Sale No. **SMR-5327-N**

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER HOMEOWNERS ASSOCIATION LIEN

WARNING! IF YOU FAIL TO PAY THE AMOUNT SPECIFIED IN THIS NOTICE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE! You may have the right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account. The sale may not be set until ninety days from the date this notice of default recorded, which appears on this notice. The amount due is **\$3,140.00** as of **June 28, 2010** and will increase until your account becomes current. To arrange for payment to stop the foreclosure, contact: **Shadow Mountain Ranch**, c/o Alessi & Koenig, 9500 W. Flamingo Rd, Ste 100, Las Vegas, NV 89147.

THIS NOTICE pursuant to that certain Assessment Lien, recorded on **May 7, 2008** as document number **20080507-01731**, of Official Records in the County of **Clark**, State of Nevada. Owner(s): **Magnolia Gotera**, of **Lot 7 Block 1**, as per map recorded in Book **102**, Pages **28**, as shown on the Condominium Plan, Recorded on as document number **pending** as shown on the Subdivision map recorded in Maps of the County of **Clark**, State of Nevada. PROPERTY ADDRESS: **5327 Marsh Butte St., Las Vegas, NV 89148**. If you have any questions, you should contact an attorney. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure. REMEMBER YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION. NOTICE IS HEREBY GIVEN THAT The Alessi & Koenig is appointed trustee agent under the above referenced lien, dated **May 7, 2008**, executed by **Shadow Mountain Ranch** to secure assessment obligations in favor of said Association, pursuant to the terms contained in the Declaration of Covenants, Conditions, and Restrictions (CC&Rs). A default in the obligation for which said CC&Rs has occurred in that the payment(s) have not been made of homeowners assessments due from and all subsequent assessments, late charges, interest, collection and/or attorney fees and costs.

Dated: **June 28, 2010**

Miro Jeftic, Alessi & Koenig, LLC on behalf of **Shadow Mountain Ranch**

Inst #: 201007010000190
Fees: \$14.00
N/C Fee: \$0.00
07/01/2010 08:33:21 AM
Receipt #: 409704
Requestor:
JUNES LEGAL SERVICES
Recorded By: DXI Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

When recorded mail to:

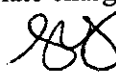
THE ALESSI & KOENIG, LLC
9500 West Flamingo Rd., Ste 100
Las Vegas, Nevada 89147
Phone: 702-222-4033

A.P.N. 163-30-312-007

Trustee Sale No. SMR-5327-N

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Dated: **June 28, 2010** 

Miro Jeftic, Alessi & Koenig, LLC on behalf of **Shadow Mountain Ranch**

NATIONSTAR00164

JA 1930 #6601

Dene Donaldson

From: certifiedpro@walzgroup.com
Sent: Wednesday, July 07, 2010 10:21 AM
To: Amanda Lower; Dene Donaldson; alessi@datasewhiz.com; certifiedpro@walzgroup.com; cmitchell@walzgroup.com; lportillo@walzgroup.com; prothacker@walzgroup.com; jsherwood@walzgroup.com; SBholat@walzgroup.com; CDavis@walzgroup.com; DBruce@walzgroup.com; JHouts@walzgroup.com; SMcFarland@walzgroup.com; KTabarez@walzgroup.com; SESupport@walzgroup.com; JDeckard@walzgroup.com
Subject: Alessi & Koenig, LLC (96): Import Batch #1244926 Complete

File: 6601_NOD_M.xml

RECORD SUMMARY

24 Record(s) Accepted.
0 Record(s) Rejected. (If any, explanation is attached)

LETTER SUMMARY

Certified Letters = 12 (Return Receipt = 0)

First Class Letters = 12
Certificate of Mailing = 0
Electronic Return Receipt = 12

CASSING SUMMARY

7 Address(es) Successfully CASSed.
5 Address(es) Unsuccessfully CASSed.

FAST FORWARDING SUMMARY

(NOTE: Only Successfully CASSed Addresses can be Fast Forwarded)

7 Address(es) queried for Fast Forwarding Address.
1 Address(es) had Fast Forwarding Address.

Server: SAN-DB-02 Database: CertifiedPro Application: SAN-APP-02

THIS IS AN AUTOMATED ACKNOWLEDGEMENT FROM THE WALZ CERTIFIEDPRO SYSTEM. PLEASE DO NOT REPLY TO THIS E-MAIL.

The information in this email is confidential and may be legally privileged. Access to this email by anyone other than the intended addressee is unauthorized. If you are not the intended recipient of this message, any review, disclosure, copying, distribution, retention, or any action taken or omitted to be taken in reliance on it is prohibited and may be unlawful. If you are not the intended recipient, please reply to or forward a copy of this message to the sender and delete the message, any attachments, and any copies thereof from your system.

10:25 AM
01/17/08
Accrual Basis

SHADOW MOUNTAIN RANCH HOA
Customer Balance Detail
As of December 31, 2007

| Type | Date | Num | Memo | Debit | Credit | Balance |
|--------------|------------|-------|-----------------------------------|--------|--------|---------|
| | | | SMT118A Gotera | | | |
| Invoice | 12/01/2006 | 13244 | | 23.00 | | 23.00 |
| Invoice | 01/01/2006 | 14051 | | 23.00 | | 46.00 |
| Invoice | 02/01/2006 | 14876 | | 23.00 | | 69.00 |
| Invoice | 03/01/2006 | 15694 | | 23.00 | | 92.00 |
| Payment | 03/01/2006 | 5676 | paid by gotera & tongol | | 46.00 | 46.00 |
| Payment | 03/16/2006 | 5684 | pd by Gotera/Tongol | | 23.00 | 23.00 |
| Invoice | 04/01/2006 | 16526 | | 23.00 | | 46.00 |
| Payment | 04/17/2006 | 5698 | pd by Gotera | | 23.00 | 23.00 |
| Invoice | 05/01/2006 | 17343 | | 23.00 | | 46.00 |
| Payment | 05/17/2006 | 5216 | | | 23.00 | 23.00 |
| Invoice | 06/01/2006 | 18168 | | 23.00 | | 46.00 |
| Payment | 06/13/2006 | 5223 | | | 23.00 | 23.00 |
| Invoice | 07/01/2006 | 19017 | | 23.00 | | 46.00 |
| Payment | 07/17/2006 | 5711 | | | 23.00 | 23.00 |
| Invoice | 08/01/2006 | 19885 | | 23.00 | | 46.00 |
| Payment | 08/16/2006 | 5730 | | | 23.00 | 23.00 |
| Invoice | 09/01/2006 | 20750 | | 23.00 | | 46.00 |
| Payment | 09/13/2006 | 5744 | | | 23.00 | 23.00 |
| Invoice | 10/01/2006 | 21600 | | 23.00 | | 46.00 |
| Invoice | 10/01/2006 | 22332 | Transfer Fees Not Paid at Closing | 175.00 | | 221.00 |
| Payment | 10/17/2006 | 5753 | pd by Yang | | 23.00 | 198.00 |
| Invoice | 11/01/2006 | 22462 | | 23.00 | | 221.00 |
| Payment | 11/16/2006 | 5760 | | | 23.00 | 198.00 |
| Invoice | 12/01/2006 | 23309 | | 23.00 | | 221.00 |
| Payment | 12/14/2006 | 5765 | | | 23.00 | 198.00 |
| Invoice | 01/01/2007 | 24163 | | 23.00 | | 221.00 |
| Payment | 01/17/2007 | 5773 | PD BY YANGWEIHONG | | 23.00 | 198.00 |
| Payment | 01/30/2007 | 5780 | pd by yangweihong | | 23.00 | 175.00 |
| Invoice | 02/01/2007 | 25025 | | 23.00 | | 198.00 |
| Stmnt Charge | 02/20/2007 | | Late Charges | 10.00 | | 208.00 |
| Invoice | 03/01/2007 | 25911 | | 23.00 | | 231.00 |
| Stmnt Charge | 03/19/2007 | | Late Charges | 10.00 | | 241.00 |
| Invoice | 04/01/2007 | 26844 | | 23.00 | | 264.00 |
| Payment | 04/04/2007 | 5785 | | | 23.00 | 241.00 |
| Payment | 04/18/2007 | 5241 | | | 23.00 | 218.00 |
| Invoice | 05/01/2007 | 27717 | | 23.00 | | 241.00 |
| Stmnt Charge | 05/17/2007 | | Late Charges | 10.00 | | 251.00 |
| Invoice | 06/01/2007 | 28672 | | 23.00 | | 274.00 |
| Payment | 06/12/2007 | 5245 | | | 46.00 | 228.00 |
| Invoice | 07/01/2007 | 29565 | | 23.00 | | 251.00 |
| Stmnt Charge | 07/17/2007 | | Late Charges | 10.00 | | 261.00 |
| Invoice | 08/01/2007 | 30470 | | 23.00 | | 284.00 |
| Payment | 08/09/2007 | 3267 | | | 56.00 | 228.00 |
| Invoice | 09/01/2007 | 31400 | | 23.00 | | 251.00 |
| Payment | 09/18/2007 | 3306 | | | 23.00 | 228.00 |
| Invoice | 10/01/2007 | 32289 | | 23.00 | | 251.00 |
| Stmnt Charge | 10/16/2007 | | Late Charges | 10.00 | | 261.00 |
| Payment | 10/18/2007 | 3337 | | | 23.00 | 238.00 |
| Invoice | 11/01/2007 | 33216 | | 23.00 | | 261.00 |
| Stmnt Charge | 11/19/2007 | | Late Charges | 10.00 | | 271.00 |
| Payment | 11/27/2007 | 5253 | | | 33.00 | 238.00 |
| Invoice | 12/01/2007 | 34092 | | 23.00 | | 261.00 |
| Stmnt Charge | 12/18/2007 | | Late Charges | 10.00 | | 271.00 |
| | | | SMT118A Gotera | 820.00 | 549.00 | 271.00 |

Shadow Mountain Ranch
8966 Spanish Ridge Ave #100
Las Vegas, NV 89148

Magnolia Gotera
1090 Twin Creeks Dr
Salinas, CA 93905

Property Address: 5327 Marsh Butte St.
Account #: 28100

| Code | Date | Amount | Balance | Check# | Memo |
|------|------------|--------|----------|--------|------|
| FN | 8/24/2009 | 100.00 | 100.00 | | |
| FN | 8/31/2009 | 100.00 | 200.00 | | |
| FN | 9/15/2009 | 100.00 | 300.00 | | |
| FN | 9/29/2009 | 100.00 | 400.00 | | |
| FN | 9/30/2009 | 100.00 | 500.00 | | |
| FN | 10/14/2009 | 100.00 | 600.00 | | |
| FN | 10/14/2009 | 100.00 | 700.00 | | |
| FN | 10/26/2009 | 100.00 | 800.00 | | |
| FN | 11/5/2009 | 100.00 | 900.00 | | |
| FN | 11/5/2009 | 100.00 | 1,000.00 | | |
| FN | 12/3/2009 | 100.00 | 1,100.00 | | |
| FN | 12/3/2009 | 100.00 | 1,200.00 | | |
| FN | 12/3/2009 | 100.00 | 1,300.00 | | |
| FN | 12/3/2009 | 100.00 | 1,400.00 | | |
| FN | 12/3/2009 | 100.00 | 1,500.00 | | |
| FN | 12/3/2009 | 100.00 | 1,600.00 | | |
| FN | 12/17/2009 | 100.00 | 1,700.00 | | |
| FN | 12/17/2009 | 100.00 | 1,800.00 | | |
| FN | 1/8/2010 | 100.00 | 1,900.00 | | |
| FN | 1/8/2010 | 100.00 | 2,000.00 | | |
| FN | 1/27/2010 | 100.00 | 2,100.00 | | |
| FN | 1/27/2010 | 100.00 | 2,200.00 | | |
| FN | 2/5/2010 | 100.00 | 2,300.00 | | |
| FN | 2/5/2010 | 100.00 | 2,400.00 | | |
| FN | 2/18/2010 | 100.00 | 2,500.00 | | |
| FN | 2/18/2010 | 100.00 | 2,600.00 | | |

Level Property Management | 8966 Spanish Ridge Ave #100 | Las Vegas, NV 89148 | 702.433.0149

Make check payable to: Shadow Mountain Ranch Homeowners Association

9/13/2010

NATIONSTAR00167
JA_1933

Shadow Mountain Ranch
8966 Spanish Ridge Ave #100
Las Vegas, NV 89148

| | | | |
|------|-----------|--------|----------|
| FN | 3/11/2010 | 100.00 | 2,700.00 |
| FN | 3/11/2010 | 100.00 | 2,800.00 |
| FN | 3/11/2010 | 100.00 | 2,900.00 |
| FN | 3/11/2010 | 100.00 | 3,000.00 |
| FN | 3/11/2010 | 100.00 | 3,100.00 |
| FN | 3/18/2010 | 100.00 | 3,200.00 |
| FN | 3/24/2010 | 100.00 | 3,300.00 |
| FN | 4/6/2010 | 100.00 | 3,400.00 |
| FN | 4/6/2010 | 100.00 | 3,500.00 |
| FN | 4/26/2010 | 100.00 | 3,600.00 |
| FN | 4/26/2010 | 100.00 | 3,700.00 |
| FN | 4/26/2010 | 100.00 | 3,800.00 |
| FN | 4/26/2010 | 100.00 | 3,900.00 |
| FN | 5/6/2010 | 100.00 | 4,000.00 |
| FN | 5/6/2010 | 100.00 | 4,100.00 |
| FN | 5/19/2010 | 100.00 | 4,200.00 |
| FN | 5/19/2010 | 100.00 | 4,300.00 |
| FN | 5/19/2010 | 100.00 | 4,400.00 |
| FN | 5/19/2010 | 100.00 | 4,500.00 |
| Fine | 6/7/2010 | 100.00 | 4,600.00 |
| Fine | 6/7/2010 | 100.00 | 4,700.00 |
| Fine | 6/7/2010 | 100.00 | 4,800.00 |
| Fine | 6/7/2010 | 100.00 | 4,900.00 |
| Fine | 6/17/2010 | 100.00 | 5,000.00 |
| Fine | 6/17/2010 | 100.00 | 5,100.00 |
| Fine | 6/17/2010 | 100.00 | 5,200.00 |
| Fine | 6/17/2010 | 100.00 | 5,300.00 |
| Fine | 7/9/2010 | 100.00 | 5,400.00 |
| Fine | 7/9/2010 | 100.00 | 5,500.00 |
| Fine | 7/9/2010 | 100.00 | 5,600.00 |
| Fine | 7/9/2010 | 100.00 | 5,700.00 |
| Fine | 7/9/2010 | 100.00 | 5,800.00 |
| Fine | 7/9/2010 | 100.00 | 5,900.00 |
| Fine | 7/9/2010 | 100.00 | 6,000.00 |
| Fine | 7/9/2010 | 100.00 | 6,100.00 |
| Fine | 7/22/2010 | 100.00 | 6,200.00 |
| Fine | 7/22/2010 | 100.00 | 6,300.00 |

Level Property Management | 8966 Spanish Ridge Ave #100 | Las Vegas, NV 89148 | 702.433.0149

Make check payable to: Shadow Mountain Ranch Homeowners Association

9/13/2010

NATIONSTAR00168
JA_1934

Shadow Mountain Ranch
8966 Spanish Ridge Ave #100
Las Vegas, NV 89148

| | | | | |
|----------|--------------|--------------|----------|--------------------------------|
| Fine | 7/22/2010 | 100.00 | 6,400.00 | |
| Fine | 7/22/2010 | 100.00 | 6,500.00 | |
| Fine | 8/4/2010 | 100.00 | 6,600.00 | |
| Fine | 8/4/2010 | 100.00 | 6,700.00 | |
| Fine | 8/18/2010 | 100.00 | 6,800.00 | |
| Fine | 8/18/2010 | 100.00 | 6,900.00 | |
| Fine | 8/18/2010 | 100.00 | 7,000.00 | |
| Fine | 8/18/2010 | 100.00 | 7,100.00 | |
| Fine | 8/18/2010 | 100.00 | 7,200.00 | |
| Fine | 8/18/2010 | 100.00 | 7,300.00 | |
| Fine | 8/20/2010 | 100.00 | 7,400.00 | 06/02/10: Maintenance & Repair |
| Fine | 9/9/2010 | 100.00 | 7,500.00 | |
| Fine | 9/9/2010 | 100.00 | 7,600.00 | |
| Fine | 9/9/2010 | 100.00 | 7,700.00 | |
| Fine | 9/9/2010 | 100.00 | 7,800.00 | |
| Fine | 9/9/2010 | 100.00 | 7,900.00 | |
| Fine | 9/9/2010 | 100.00 | 8,000.00 | |
| Fine | 9/9/2010 | 100.00 | 8,100.00 | 06/02/10: Maintenance & Repair |
| <hr/> | | | | |
| Current | 30 - 59 Days | 60 - 89 Days | >90 Days | Balance: 8,100.00 |
| 1,400.00 | 600.00 | 1,200.00 | 4,900.00 | |

Level Property Management | 8966 Spanish Ridge Ave #100 | Las Vegas, NV 89148 | 702.433.0149

Make check payable to: Shadow Mountain Ranch Homeowners Association

9/13/2010

NATIONSTAR00169
JA_1935

Shadow Mountain Ranch
8966 Spanish Ridge Ave #100
Las Vegas, NV 89148

Magnolia Gotera
1090 Twin Creeks Dr
Salinas, CA 93905

Property Address: 5327 Marsh Butte St.
Account #: 21103

| Code | Date | Amount | Balance | Check# | Memo |
|---------|------------|--------|----------|--------|--------------------|
| Beg Bal | 12/31/2008 | 588.00 | 588.00 | | Begin Balance |
| MA | 1/1/2009 | 23.00 | 611.00 | | Monthly Assessment |
| LF | 1/15/2009 | 10.00 | 621.00 | | |
| MA | 2/1/2009 | 23.00 | 644.00 | | Monthly Assessment |
| LF | 2/15/2009 | 10.00 | 654.00 | | |
| MA | 3/1/2009 | 23.00 | 677.00 | | Monthly Assessment |
| MA | 4/1/2009 | 23.00 | 700.00 | | Monthly Assessment |
| LF | 4/16/2009 | 10.00 | 710.00 | | Late Fee Processed |
| MA | 5/1/2009 | 23.00 | 733.00 | | Monthly Assessment |
| LF | 5/16/2009 | 10.00 | 743.00 | | Late Fee Processed |
| MA | 6/1/2009 | 23.00 | 766.00 | | Monthly Assessment |
| LF | 6/16/2009 | 10.00 | 776.00 | | Late Fee Processed |
| MA | 7/1/2009 | 23.00 | 799.00 | | Monthly Assessment |
| LF | 7/16/2009 | 10.00 | 809.00 | | Late Fee Processed |
| MA | 8/1/2009 | 23.00 | 832.00 | | Monthly Assessment |
| LF | 8/16/2009 | 10.00 | 842.00 | | Late Fee Processed |
| MA | 9/1/2009 | 23.00 | 865.00 | | Monthly Assessment |
| LF | 9/16/2009 | 10.00 | 875.00 | | Late Fee Processed |
| MA | 10/1/2009 | 23.00 | 898.00 | | Monthly Assessment |
| LF | 10/16/2009 | 10.00 | 908.00 | | Late Fee Processed |
| MA | 11/1/2009 | 23.00 | 931.00 | | Monthly Assessment |
| LF | 11/16/2009 | 10.00 | 941.00 | | Late Fee Processed |
| MA | 12/1/2009 | 23.00 | 964.00 | | Monthly Assessment |
| LF | 12/16/2009 | 10.00 | 974.00 | | Late Fee Processed |
| MA | 1/1/2010 | 23.00 | 997.00 | | Monthly Assessment |
| LF | 1/16/2010 | 10.00 | 1,007.00 | | Late Fee Processed |

Level Property Management | 8966 Spanish Ridge Ave #100 | Las Vegas, NV 89148 | 702.433.0149

Make check payable to: Shadow Mountain Ranch Homeowners Association

9/13/2010

NATIONSTAR00170
JA_1936

Shadow Mountain Ranch
8966 Spanish Ridge Ave #100
Las Vegas, NV 89148

| | | | | |
|--------------------|-----------|-------|----------|--------------------|
| MA | 2/1/2010 | 23.00 | 1,030.00 | Monthly Assessment |
| LF | 2/16/2010 | 10.00 | 1,040.00 | Late Fee Processed |
| MA | 3/1/2010 | 23.00 | 1,063.00 | Monthly Assessment |
| LF | 3/16/2010 | 10.00 | 1,073.00 | Late Fee Processed |
| MA | 4/1/2010 | 23.00 | 1,096.00 | Monthly Assessment |
| LF | 4/16/2010 | 10.00 | 1,106.00 | Late Fee Processed |
| MA | 5/1/2010 | 23.00 | 1,129.00 | Monthly Assessment |
| LF | 5/16/2010 | 10.00 | 1,139.00 | Late Fee Processed |
| MA | 6/1/2010 | 23.00 | 1,162.00 | Monthly Assessment |
| Late Fee | 6/16/2010 | 10.00 | 1,172.00 | Late Fee Processed |
| Monthly Assessment | 7/1/2010 | 23.00 | 1,195.00 | Monthly Assessment |
| Late Fee | 7/16/2010 | 10.00 | 1,205.00 | Late Fee Processed |
| Monthly Assessment | 8/1/2010 | 23.00 | 1,228.00 | Monthly Assessment |
| Late Fee | 8/16/2010 | 10.00 | 1,238.00 | Late Fee Processed |
| Monthly Assessment | 9/1/2010 | 23.00 | 1,261.00 | Monthly Assessment |

| | | | | | |
|---------|--------------|--------------|----------|----------|----------|
| Current | 30 - 59 Days | 60 - 89 Days | >90 Days | Balance: | 1,261.00 |
| 33.00 | 33.00 | 33.00 | 1,162.00 | | |

Level Property Management | 8966 Spanish Ridge Ave #100 | Las Vegas, NV 89148 | 702.433.0149

Make check payable to: Shadow Mountain Ranch Homeowners Association

9/13/2010

NATIONSTAR00171
JA_1937

DAVID ALESSI*

THOMAS BAYARD *

ROBERT KOENIG**

RYAN KERBOW***

* Admitted to the California Bar

** Admitted to the California, Nevada
and Colorado Bars

*** Admitted to the Nevada and California Bar



A Multi-Jurisdictional Law Firm

9500 W. Flamingo Road, Suite 100
Las Vegas, Nevada 89147
Telephone: 702-222-4033
Facsimile: 702-222-4043
www.alessikoenig.com

ADDITIONAL OFFICES IN

AGOURA HILLS, CA
PHONE: 818- 735-9600

RENO NV
PHONE: 775-626-2323
&
DIAMOND BAR CA
PHONE: 909-861-8300

FACSIMILE COVER LETTER

| | | | |
|-----------------|-------------|---------------|-------------------------------|
| To: | Alex Bhamé | Re: | 5327 Marsh Butte St./HO #6601 |
| From: | Aileen Ruiz | Date: | Monday, September 13, 2010 |
| Fax No.: | | Pages: | 1, including cover |
| | | HO #: | 6601 |

Dear Alex Bhamé:

This cover will serve as an amended demand on behalf of Shadow Mountain Ranch for the above referenced escrow; property located at 5327 Marsh Butte St., Las Vegas, NV. The total amount due through October, 15, 2010 is \$3,554.00. The breakdown of fees, interest and costs is as follows:

| | |
|--|-------------------|
| Notice of Intent To Lien -- Nevada | \$95.00 |
| Notice of Delinquent Assessment Lien -- Nevada | \$345.00 |
| Notice of Default | \$395.00 |
| 9/13/2010 Demand Fee | \$100.00 |
| Total | \$935.00 |
| 1. Attorney and/or Trustees fees: | \$935.00 |
| 2. Costs (Notary, Recording, Copies, Mailings, Publication and Posting) | \$550.00 |
| 3. Assessments Through October 15, 2010 | \$1,284.00 |
| 4. Late Fees Through September 13, 2010 | \$10.00 |
| 5. Fines Through September 13, 2010 | \$0.00 |
| 6. Interest Through September 13, 2010 | \$0.00 |
| 7. RPIR-GI Report | \$85.00 |
| 8. Title Research (10-Day Mailings per NRS 116.31163) | \$240.00 |
| 9. Management Company Audit Fee | \$200.00 |
| 10. Management Document Processing & Transfer Fee | \$250.00 |
| 11. Progress Payments: | \$0.00 |
| Sub-Total: | \$3,554.00 |
| Less Payments Received: | \$0.00 |
| Total Amount Due: | \$3,554.00 |

Please have a check in the amount of \$3,554.00 made payable to the Alessi & Koenig, LLC and mailed to the below listed NEVADA address. Upon receipt of payment a release of lien will be drafted and recorded. Please contact our office with any questions.

Please be advised that Alessi & Koenig, LLC is a debt collector that is attempting to collect a debt and any information obtained will be used for that purpose.

NATIONSTAR00172
JA_1938

DAVID ALESSI*
THOMAS BAYARD*
ROBERT KOENIG**
RYAN KERBOW***

* Admitted to the California Bar
** Admitted to the California, Nevada
and Colorado Bar
*** Admitted to the California and Nevada Bar



A Multi-Jurisdictional Law Firm

9500 West Flamingo Road, Suite 100
Las Vegas, Nevada 89147
Telephone: 702-222-4033
Facsimile: 702-222-4043
www.alessikoenig.com

ADDITIONAL OFFICES

AGOURA HILLS, CA
PHONE: 818-735-9600

RENO NV
PHONE: 775-626-2323
&
DIAMOND BAR CA
PHONE: 909-843-6590

Nevada Licensed Qualified Collection Manager
AMANDA LOWER

September 8, 2010

Miles, Bauer, Bergstrom & Winters
2200 Paseo Verde Parkway, Suite 250
Henderson, NV 89052

Re: Rejection of Partial Payments

Gentlepersons,

This letter will serve to inform you that we are unable to accept the partial payments offered by your clients as payment in full. While we understand how you read NRS 116.3116 as providing a super priority lien only with respect to 9 months of assessments, case authority exists which provides that the association's lien also includes the reasonable cost of collection of those assessments. (see *Korbel Family Trust v. Spring Mountain Ranch Master Asociation*, Case No. 06-A-523959-C.)

If the association were to accept your offer that only includes assessments, Alessi & Koenig would be left with a lien against the association for our substantial out-of-pocket expenses and fees generated. The association could end up having *lost* money in attempting to collect assessments from the delinquent homeowner.

If you would like to discuss these matters further, please do not hesitate to call.

Sincerely,

Ryan Kerbow, Esq.

DOUGLAS E. MILES *
Also Admitted in Nevada and Illinois
RICHARD J. BAUER, JR.*
JEREMY T. BERGSTROM
Also Admitted in Arizona
FRED TIMOTHY WINTERS*
KEENAN E. McCLENAHAN*
MARK T. DOMEYER*
Also Admitted in District of
Columbia & Virginia
TAMI S. CROSBY*
L. BRYANT JAQUEZ*
DANIEL L. CARTER*
GINA M. CORENA
WAYNE A. RASH*
ROCK K. JUNG
VY T. PHAM*
KRISTA J. NIELSON
MARK S. BRAUN
Also Admitted in Iowa & Missouri
HADI R. SEYED-ALI*
ROSEMARY NGUYEN*
JORY C. GARABEDIAN
THOMAS M. MORLAN
Admitted in California
KRISTIN S. WEBB*
BRIAN H. TRAN*
ANNA A. GHAJAR*



* CALIFORNIA OFFICE
1231 E. DYER ROAD
SUITE 100
SANTA ANA, CA 92705
PHONE (714) 481-9100
FACSIMILE (714) 481-9141

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

2200 Pasco Verde Parkway, Suite 250
Henderson, NV 89052
Phone: (702) 369-5960
Fax: (702) 369-4955

September 30, 2010

ALESSI & KOENIG, LLC
9500 W. FLAMINGO ROAD, SUITE 100
LAS VEGAS, NV 89147

Re: *Property Address:* 5327 Marsh Butte Street
HO #: 6601
LOAN #: 121434068
MBBW File No. 10-H1641

Dear Sir/Madame:

As you may recall, this firm represents the interests of BAC Home Loans Servicing, LP fka Countrywide Home Loans, Inc. (hereinafter "BAC") 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 in regards to the above-referenced address shows a full payoff amount of \$3,554.00. BAC 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:

NATIONSTAR00174
JA_1940

(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.

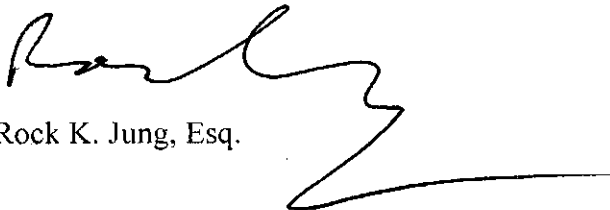
Based on Section 2(b), a portion of your HOA lien is arguably prior to BAC's first deed of trust, specifically the nine months of assessments for common expenses incurred before the date of your notice of delinquent assessment. As stated above, the payoff amount stated by you includes many fees that 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 \$207.00 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 Alessi & Koenig, LLC in the sum of \$207.00, 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 BAC's financial obligations towards the HOA in regards to the real property located at 5327 Marsh Butte Street 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

A handwritten signature in dark ink, appearing to read 'Rock K. Jung', with a long horizontal flourish extending to the right.

Rock K. Jung, Esq.

Miles, Bauer, Bergstrom & Winters, LLP Trust Acct

10-H1641

Initials: TLC

Payee: Alessi & Koenig, LLC

Check#: 5169

Date: 9/28/2010 Amount: 207.00

| Inv. Date | Reference # | Description | Inv. Amount | Case # | Matter Description | Cost Amount |
|-----------|-------------|------------------------|-------------|--------|--------------------|-------------|
| 9/28/2010 | 6601 | To Cure HOA Deficiency | 207.00 | | | |

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

10-H1641

Loan # 121434068

5169

Date: 9/28/2010

Amount \$**** 207.00

Pay \$*****Two Hundred Seven & No/100 Dollars
to the order of

Alessi & Koenig, LLC

Check Void After 90 Days



⑈5169⑈ ⑆122400724⑆ 501006⑈NATIONSTAR00176
JA_1942

Shadow Mountain Ranch
8966 Spanish Ridge Ave #100
Las Vegas, NV 89148

Magnolia Gotera
1090 Twin Creeks Dr
Salinas, CA 93905

Property Address: 5327 Marsh Butte St.
Account #: 21103

| Code | Date | Amount | Balance | Check# | Memo |
|---------|------------|--------|----------|--------|--------------------|
| Beg Bal | 12/31/2008 | 588.00 | 588.00 | | Begin Balance |
| MA | 1/1/2009 | 23.00 | 611.00 | | Monthly Assessment |
| LF | 1/15/2009 | 10.00 | 621.00 | | |
| MA | 2/1/2009 | 23.00 | 644.00 | | Monthly Assessment |
| LF | 2/15/2009 | 10.00 | 654.00 | | |
| MA | 3/1/2009 | 23.00 | 677.00 | | Monthly Assessment |
| MA | 4/1/2009 | 23.00 | 700.00 | | Monthly Assessment |
| LF | 4/16/2009 | 10.00 | 710.00 | | Late Fee Processed |
| MA | 5/1/2009 | 23.00 | 733.00 | | Monthly Assessment |
| LF | 5/16/2009 | 10.00 | 743.00 | | Late Fee Processed |
| MA | 6/1/2009 | 23.00 | 766.00 | | Monthly Assessment |
| LF | 6/16/2009 | 10.00 | 776.00 | | Late Fee Processed |
| MA | 7/1/2009 | 23.00 | 799.00 | | Monthly Assessment |
| LF | 7/16/2009 | 10.00 | 809.00 | | Late Fee Processed |
| MA | 8/1/2009 | 23.00 | 832.00 | | Monthly Assessment |
| LF | 8/16/2009 | 10.00 | 842.00 | | Late Fee Processed |
| MA | 9/1/2009 | 23.00 | 865.00 | | Monthly Assessment |
| LF | 9/16/2009 | 10.00 | 875.00 | | Late Fee Processed |
| MA | 10/1/2009 | 23.00 | 898.00 | | Monthly Assessment |
| LF | 10/16/2009 | 10.00 | 908.00 | | Late Fee Processed |
| MA | 11/1/2009 | 23.00 | 931.00 | | Monthly Assessment |
| LF | 11/16/2009 | 10.00 | 941.00 | | Late Fee Processed |
| MA | 12/1/2009 | 23.00 | 964.00 | | Monthly Assessment |
| LF | 12/16/2009 | 10.00 | 974.00 | | Late Fee Processed |
| MA | 1/1/2010 | 23.00 | 997.00 | | Monthly Assessment |
| LF | 1/16/2010 | 10.00 | 1,007.00 | | Late Fee Processed |

Level Property Management | 8966 Spanish Ridge Ave #100 | Las Vegas, NV 89148 | 702.433.0149

Make check payable to: Shadow Mountain Ranch Homeowners Association

10/20/2010

NATIONSTAR00177
JA_1943

Shadow Mountain Ranch
8966 Spanish Ridge Ave #100
Las Vegas, NV 89148

| | | | | |
|--------------------|-----------|--------|----------|---|
| MA | 2/1/2010 | 23.00 | 1,030.00 | Monthly Assessment |
| LF | 2/16/2010 | 10.00 | 1,040.00 | Late Fee Processed |
| MA | 3/1/2010 | 23.00 | 1,063.00 | Monthly Assessment |
| LF | 3/16/2010 | 10.00 | 1,073.00 | Late Fee Processed |
| MA | 4/1/2010 | 23.00 | 1,096.00 | Monthly Assessment |
| LF | 4/16/2010 | 10.00 | 1,106.00 | Late Fee Processed |
| MA | 5/1/2010 | 23.00 | 1,129.00 | Monthly Assessment |
| LF | 5/16/2010 | 10.00 | 1,139.00 | Late Fee Processed |
| MA | 6/1/2010 | 23.00 | 1,162.00 | Monthly Assessment |
| Late Fee | 6/16/2010 | 10.00 | 1,172.00 | Late Fee Processed |
| Monthly Assessment | 7/1/2010 | 23.00 | 1,195.00 | Monthly Assessment |
| Late Fee | 7/16/2010 | 10.00 | 1,205.00 | Late Fee Processed |
| Monthly Assessment | 8/1/2010 | 23.00 | 1,228.00 | Monthly Assessment |
| Late Fee | 8/16/2010 | 10.00 | 1,238.00 | Late Fee Processed |
| Monthly Assessment | 9/1/2010 | 23.00 | 1,261.00 | Monthly Assessment |
| Late Fee | 9/16/2010 | 10.00 | 1,271.00 | Late Fee Processed |
| Monthly Assessment | 10/1/2010 | 23.00 | 1,294.00 | Monthly Assessment |
| Legal Fees | 10/6/2010 | 575.00 | 1,869.00 | Legal Fees for Compliance & Demand Letter |

| | | | | | |
|---------|--------------|--------------|----------|----------|----------|
| Current | 30 - 59 Days | 60 - 89 Days | >90 Days | Balance: | 1,869.00 |
| 598.00 | 33.00 | 33.00 | 1,205.00 | | |

Level Property Management | 8966 Spanish Ridge Ave #100 | Las Vegas, NV 89148 | 702.433.0149

Make check payable to: Shadow Mountain Ranch Homeowners Association

10/20/2010

NATIONSTAR00178
JA_1944

DAVID ALESSI*
THOMAS BAYARD *
ROBERT KOENIG**
RYAN KERBOW***



9500 W. Flamingo Road, Suite 100
Las Vegas, Nevada 89147
Telephone: 702-222-4033
Facsimile: 702-222-4043
www.alessikoenig.com

ADDITIONAL OFFICES

AGOURA HILLS, CA
PHONE: 818- 735-9600

RENO NV
PHONE: 775-626-2323

&
DIAMOND BAR CA
PHONE: 909-861-8300

* Admitted to the California Bar
** Admitted to the California, Nevada
and Colorado Bar
*** Admitted to the Nevada and California Bar

Pre-Notice of Trustee Sale Notification

November 9, 2010

Magnolia Gotera
1090 Twin Creeks Dr.
Salinas, CA 93905

Re: Shadow Mountain Ranch Community Association/5327 Marsh Butte St./HO #6601

Dear Magnolia Gotera:

Please be informed that as of today's date our office has not received payment pursuant to the Notice of Delinquent Assessment Lien recorded against your property on **May 7, 2008** & the Notice of Default and Election to Sell recorded on **April 30, 2009**. Please understand that failure to bring your account current or failure to contact this office by **November 24, 2010** will result in the continuation of foreclosure proceedings against your property and will include a minimum of **\$1165.00** in additional charges.

The total amount currently due is **\$14,642.00**. Please submit payment to our offices at the below listed **Nevada** address, made payable to the **Alessi & Koenig**.

Again, it is extremely important that we receive your payment by **November 24, 2010**. Should you fail to bring your delinquent account current, you could lose ownership of your home.

Should you have any questions, please contact this office at 702-222-4033.

Yours very truly,

ALESSI & KOENIG, LLC

Aileen Ruiz
Legal Assistant

DAVID ALESSI*
THOMAS BAYARD *
ROBERT KOENIG**
RYAN KERBOW***

* Admitted to the California Bar
** Admitted to the California, Nevada
and Colorado Bar
*** Admitted to the Nevada and California Bar



9500 W. Flamingo Road, Suite 100
Las Vegas, Nevada 89147
Telephone: 702-222-4033
Facsimile: 702-222-4043
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ADDITIONAL OFFICES

AGOURA HILLS, CA
PHONE: 818- 735-9600

RENO NV
PHONE: 775-626-2323
&
DIAMOND BAR CA
PHONE: 909-861-8300

Pre-Notice of Trustee Sale Notification

November 9, 2010

Magnolia Gotera
5327 Marsh Butte St.
Las Vegas, NV 89148

Re: Shadow Mountain Ranch Community Association/5327 Marsh Butte St./HO #6601

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Yours very truly,

ALESSI & KOENIG, LLC

Aileen Ruiz
Legal Assistant



9500 W. Flamingo Rd. Suite 100
Las Vegas, NV 89147

A# 6601

NOV 02 2010



UNITED STATES POSTAGE
PITNEY BOWES
02 1P
\$ 000.44⁰
0004190236 NOV 10 2010
MAILED FROM ZIP CODE 89135

November 9, 2010

Magnolia Gotera
5327 Marsh Butte St.
Las Vegas, NV 89148

NIXIE 891 DC 1 00 11/19/10
RETURN TO SENDER
ATTEMPTED - NOT KNOWN
UNABLE TO FORWARD

BC: 89147572025 *1314-06061-11-00

891483412368926



NATIONSTAR00181

JA_1947



9500 W. Flamingo Rd. Suite 100
Las Vegas, NV 89147

A# 6601

NOV 02 2010



UNITED STATES POSTAGE
PITNEY BOWES
02 1P \$ 000.44⁰
0004190236 NOV 10 2010
MAILED FROM ZIP CODE 89135

November 9, 2010

Magnolia Gotera
5327 Marsh Butte St.
Las Vegas, NV 89148

NIXIE 891 DC 1 00 11/19/10

RETURN TO SENDER
ATTEMPTED - NOT KNOWN
UNABLE TO FORWARD

BC: 99147572025 *1314-06061-11-00

9914839999999999



NATIONSTAR00182

JA_1948

DAVID ALESSI*
THOMAS BAYARD *
ROBERT KOENIG**
RYAN KERBOW***

* Admitted to the California Bar

** Admitted to the California, Nevada
and Colorado Bar

*** Admitted to the Nevada and California Bar



A Multi-Jurisdictional Law Firm

9500 W. Flamingo Road, Suite 100
Las Vegas, Nevada 89147
Telephone: 702-222-4033
Facsimile: 702-222-4043
www.alessikoenig.com

ADDITIONAL OFFICES

AGOURA HILLS, CA
PHONE: 818-735-9600

RENO NV
PHONE: 775-626-2323
&
DIAMOND BAR CA
PHONE: 909-861-8300

AUTHORIZATION TO CONCLUDE NON-JUDICIAL FORECLOSURE AND CONDUCT TRUSTEE SALE

Dear Board of Directors and Management:

Alessi & Koenig, LLC is processing the posting and publication of a Notice of Trustee Sale for the below referenced property. Prior to the sale taking place, Alessi & Koenig requests a member of the Board of Directors, or a managing agent of the Board of Directors, sign this authorization.

If there are no bidders at the trustee sale, the property will revert to the homeowners association (HOA); and the HOA will acquire ownership of the property. Alessi & Koenig will record a Trustee's Deed Upon Sale on behalf of the HOA and advance the real property transfer tax.

Should the property revert to the HOA, Alessi & Koenig will provide an invoice for foreclosure fees and reimbursement of costs; including transfer tax and title insurance. Alessi & Koenig fees approximate \$2,500 to \$2,950.

Delinquent homeowner's name(s): **Magnolia Gotera**

Homeowner Association name: **Shadow Mountain Ranch Community Association**

Delinquent homeowner's property address: **5327 Marsh Butte St., Las Vegas, NV 89148**

Estimated Trustee Sale Date: **March 9, 2011**

Approximate amount owed bank (1st mortgage): **\$508,250.00*** Approx Equity:

Approximate Amount owed HOA (delinquent assessment): **\$2,522.00**

Bank Foreclosing:

The undersigned has been authorized to execute this agreement on behalf of the above referenced Homeowners Association. Execution of this agreement authorizes Alessi & Koenig to conduct a public auction via trustee sale of the above referenced property.

Signed: _____

Dated: _____

AGENT for **Shadow Mountain Ranch Community Association**

*See

www.eppraisal.com

DAVID ALESSI*
THOMAS BAYARD *
ROBERT KOENIG**
RYAN KERBOW***



9500 W. Flamingo Road, Suite 100
Las Vegas, Nevada 89147
Telephone: 702-222-4033
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* Admitted to the California Bar

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Homeowner Association name: **Shadow Mountain Ranch Community Association**

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Approximate Amount owed HOA (delinquent assessment): **\$2,522.00**

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Signed: _____

Dated: _____

AGENT for **Shadow Mountain Ranch Community Association**

*See

www.eppraisal.com

When recorded mail to:
Alessi & Koenig, LLC
9500 West Flamingo Rd., Suite 100
Las Vegas, NV 89147
Phone: 702-222-4033

APN: **163-30-312-007**

Title No. **061710-1-M** TSN **SMR-5327-N** Space above for Recorder's Use

NOTICE OF TRUSTEE'S SALE

WARNING! A SALE OF YOUR PROPERTY IS IMMINENT! UNLESS YOU PAY THE AMOUNT SPECIFIED IN THIS NOTICE BEFORE THE SALE DATE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE. YOU MUST ACT BEFORE THE SALE DATE. IF YOU HAVE ANY QUESTIONS, PLEASE CALL The Alessi & Koenig at 702-222-4033. IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMAN'S OFFICE, NEVADA REAL ESTATE DIVISION, AT 1-877-829-9907 IMMEDIATELY.

NOTICE IS HEREBY GIVEN THAT:

On **March 9, 2011**, Alessi & Koenig as duly appointed Trustee pursuant to a certain lien, recorded on **May 7, 2008**, as instrument number **20080507-01731**, of the official records of **Clark** County, Nevada, WILL SELL THE BELOW MENTIONED PROPERTY TO THE HIGHEST BIDDER FOR LAWFUL MONEY OF THE UNITED STATES, OR A CASHIERS CHECK at: **4:00 P.M. at 930 S. 4th Street, Las Vegas Nevada 89101.**

The street address and other common designation, if any, of the real property described above is purported to be: **5327 Marsh Butte St., Las Vegas, NV 89148.** The owner of the real property is purported to be: **Magnolia Gotera**

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designations, if any, shown herein. Said sale will be made, without covenant or warranty, expressed or implied, regarding title, possession or encumbrances, to pay the remaining principal sum of a note, homeowner's assessment or other obligation secured by this lien, with interest and other sum as provided therein: plus advances, if any, under the terms thereof and interest on such advances, plus fees, charges, expenses, of the Trustee and trust created by said lien. The total amount of the unpaid balance of the obligation secured by the property to be sold and reasonable estimated costs, expenses and advances at the time of the initial publication of the Notice of Sale is **\$5,757.00**. Payment must be in cash, a cashier's check drawn on a state or national bank, a check drawn by a state bank or federal credit union, or a check drawn by a state or federal savings and loan association, savings association, or savings bank specified in section 5102 of the Financial Code and authorized to do business in this state.

Date: **December 16, 2010**

By: Branko Jeftic on behalf of Shadow Mountain Ranch Community Association

When recorded mail to:
Alessi & Koenig, LLC
9500 West Flamingo Rd., Suite 100
Las Vegas, NV 89147
Phone: 702-222-4033

APN: 163-30-312-007

TSN SMR-5327-N

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Date: **December 16, 2010** 

By: Branko Jeftic on behalf of Shadow Mountain Ranch Community Association

NATIONSTAR00186

JA_1952

When recorded mail to:
Alessi & Koenig, LLC
9500 West Flamingo Rd., Suite 100
Las Vegas, NV 89147
Phone: 702-222-4033

APN: **163-30-312-007**

Title No. **061710-1-M** TSN **SMR-5327-N** Space above for Recorder's Use

NOTICE OF TRUSTEE'S SALE

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Date: **January 4, 2011**

By: Branko Jeftic on behalf of Shadow Mountain Ranch Community Association

NATIONSTAR00187
JA_1953

When recorded mail to:
Alessi & Koenig, LLC
9500 West Flamingo Rd., Suite 100
Las Vegas, NV 89147
Phone: 702-222-4033

APN: **163-30-312-007**

TSN **SMR-5327-N**

NOTICE OF TRUSTEE'S SALE

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NOTICE IS HEREBY GIVEN THAT:

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Date: **January 4, 2011**

By: Branko Jeftic on behalf of Shadow Mountain Ranch Community Association

NATIONSTAR00188
JA_1954

6001

Countrywide Home Loans, Inc. MS SV-79 D
MIN 1000157-0006127350-0
PO BOX 10423

Van Nuys, CA 91410-0423

MERS
MIN 1000157-0006127350-0
PO BOX 2027

Flint, MI 48501-2026

Magnolia Gotera
1090 Twin Creeks Dr.

Salinas, CA 93905

Countrywide Home Loans, Inc.
MIN 1000157-0006127350-0
650 White Drive, STE 280

Las Vegas, NV 89119

Recontrust Company
TS No 08-02887
2380 Performance Dr, RGV-D7-450

Richardson, TX 75082

Magnolia Gotera
5327 Marsh Butte St.

Las Vegas, NV 89148

Countrywide Home Loans, Inc.
MIN 1000157-0006127350-0
PO BOX 10219

Van Nuys, CA 91410-0219

Republic Services
Acct # 23-61950-4
PO BOX 98508

Las Vegas, NV 89193-8508

OMBUDSMANS OFFICE
251 E. SAHARA AVE#205
LAS VEGAS, NV 89104
RE:GORDON MILDEN

NOTS MAILINGS

7010 2780 0000 2502 4677

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

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|---|----|
| Postage | \$ |
| Certified Fee | |
| Return Receipt Fee (Endorsement Required) | |
| Restricted Delivery Fee (Endorsement Required) | |

Postmark Here

Magnolia Gotera
5327 Marsh Butte St.
Las Vegas, NV 89148

PS Form 3800, August 2006 See Reverse for Instructions

7010 2780 0000 2502 4738

U.S. Postal ServiceTM
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| | |
|---|----|
| Postage | \$ |
| Certified Fee | |
| Return Receipt Fee (Endorsement Required) | |
| Restricted Delivery Fee (Endorsement Required) | |

Postmark Here

Countrywide Home Loans, Inc.
MIN 1000157-0006127350-0
PO BOX 10219
Van Nuys, CA 91410-0219

PS Form 3800, August 2006 See Reverse for Instructions

7010 2780 0000 2502 4745

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

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|---|----|
| Postage | \$ |
| Certified Fee | |
| Return Receipt Fee (Endorsement Required) | |
| Restricted Delivery Fee (Endorsement Required) | |

Postmark Here

Countrywide Home Loans, Inc. MS SV-79 D
MIN 1000157-0006127350-0
PO BOX 10423
Van Nuys, CA 91410-0423

PS Form 3800, August 2006 See Reverse for Instructions

NATIONSTAR00190
JA_1956

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

| | |
|---|----|
| Postage | \$ |
| Certified Fee | |
| Return Receipt Fee (Endorsement Required) | |
| Restricted Delivery Fee (Endorsement Required) | |

Countrywide Home Loans, Inc.
 MIN 1000157-0006127350-0
 650 White Drive, STE 280
 Las Vegas, NV 89119

PS Form 3800, August 2006

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
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For delivery information visit our website at www.usps.com

OFFICIAL USE

| | |
|---|----|
| Postage | \$ |
| Certified Fee | |
| Return Receipt Fee (Endorsement Required) | |
| Restricted Delivery Fee (Endorsement Required) | |

OMBUDSMANS OFFICE
 251 E. SAHARA AVE#205
 LAS VEGAS, NV 89104
 RE:GORDON MILDEN

PS Form 3800, August 2006

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

| | |
|---|----|
| Postage | \$ |
| Certified Fee | |
| Return Receipt Fee (Endorsement Required) | |
| Restricted Delivery Fee (Endorsement Required) | |

Reconstrust Company
 TS No 08-02887
 2380 Performance Dr, RGV-D7-450
 Richardson, TX 75082

PS Form 3800, August 2006

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

| | |
|---|----|
| Postage | \$ |
| Certified Fee | |
| Return Receipt Fee (Endorsement Required) | |
| Restricted Delivery Fee (Endorsement Required) | |

Magnolia Gotera
 1090 Twin Creeks Dr.
 Salinas, CA 93905

PS Form 3800, August 2006

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

| | |
|---|----|
| Postage | \$ |
| Certified Fee | |
| Return Receipt Fee (Endorsement Required) | |
| Restricted Delivery Fee (Endorsement Required) | |

Republic Services
 Acct # 23-61950-4
 PO BOX 98508
 Las Vegas, NV 89193-8508

PS Form 3800, August 2006

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

| | |
|---|----|
| Postage | \$ |
| Certified Fee | |
| Return Receipt Fee (Endorsement Required) | |
| Restricted Delivery Fee (Endorsement Required) | |

Total Postage & Fees
 MERS
 MIN 1000157-0006127350-0
 PO BOX 2027
 Flint, MI 48501-2026

PS Form 3800, August 2006

NATIONSTAR00191
 JA_1957

When recorded mail to:
Alessi & Koenig, LLC
9500 West Flamingo Rd., Suite 100
Las Vegas, NV 89147
Phone: 702-222-4033

APN: 163-30-312-007

TSN SMR-5327-N

NOTICE OF TRUSTEE'S SALE

WARNING! A SALE OF YOUR PROPERTY IS IMMINENT! UNLESS YOU PAY THE AMOUNT SPECIFIED IN THIS NOTICE BEFORE THE SALE DATE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE. YOU MUST ACT BEFORE THE SALE DATE. IF YOU HAVE ANY QUESTIONS, PLEASE CALL The Alessi & Koenig at 702-222-4033. IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMAN'S OFFICE, NEVADA REAL ESTATE DIVISION, AT 1-877-829-9907 IMMEDIATELY.

NOTICE IS HEREBY GIVEN THAT:

On March 9, 2011, Alessi & Koenig as duly appointed Trustee pursuant to a certain lien, recorded on May 7, 2008, as instrument number 20080507-01731, of the official records of Clark County, Nevada, WILL SELL THE BELOW MENTIONED PROPERTY TO THE HIGHEST BIDDER FOR LAWFUL MONEY OF THE UNITED STATES, OR A CASHIERS CHECK at: 4:00 P.M. at 930 S. 4th Street, Las Vegas Nevada 89101.

The street address and other common designation, if any, of the real property described above is purported to be: 5327 Marsh Butte St., Las Vegas, NV 89148. The owner of the real property is purported to be: Magnolia Gotera

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designations, if any, shown herein. Said sale will be made, without covenant or warranty, expressed or implied, regarding title, possession or encumbrances, to pay the remaining principal sum of a note, homeowner's assessment or other obligation secured by this lien, with interest and other sum as provided therein: plus advances, if any, under the terms thereof and interest on such advances, plus fees, charges, expenses, of the Trustee and trust created by said lien. The total amount of the unpaid balance of the obligation secured by the property to be sold and reasonable estimated costs, expenses and advances at the time of the initial publication of the Notice of Sale is \$5,757.00. Payment must be in cash, a cashier's check drawn on a state or national bank, a check drawn by a state bank or federal credit union, or a check drawn by a state or federal savings and loan association, savings association, or savings bank specified in section 5102 of the Financial Code and authorized to do business in this state.

Date: December 16, 2010 

By: Branko Jetic on behalf of Shadow Mountain Ranch Community Association

NATIONSTAR00192

JA_1958

Shadow Mountain Ranch

c/o Level Property Management

8966 Spanish Ridge Ave #100

Las Vegas, NV 89148

702.433.0149 www.levelprop.com 702.444.2416 Fax

Stacy Moore

5327 Marsh Butte St.

Las Vegas, NV 89148

Property Address: 5327 Marsh Butte St.

Account #: 31243

| Code | Date | Amount | Balance | Check# | Memo |
|--------------------|--------------|--------------|----------|----------|--------------------------|
| Monthly Assessment | 6/1/2011 | 23.00 | 23.00 | | Monthly Assessment |
| Balance Transfer | 6/14/2011 | 2,730.00 | 2,753.00 | | Balance from Prior Owner |
| Late Fee | 6/16/2011 | 10.00 | 2,763.00 | | Late Fee Processed |
| Monthly Assessment | 7/1/2011 | 23.00 | 2,786.00 | | Monthly Assessment |
| Late Fee | 7/16/2011 | 10.00 | 2,796.00 | | Late Fee Processed |
| Monthly Assessment | 8/1/2011 | 23.00 | 2,819.00 | | Monthly Assessment |
| Late Fee | 8/16/2011 | 10.00 | 2,829.00 | | Late Fee Processed |
| Monthly Assessment | 9/1/2011 | 23.00 | 2,852.00 | | Monthly Assessment |
| Late Fee | 9/16/2011 | 10.00 | 2,862.00 | | Late Fee Processed |
| Monthly Assessment | 10/1/2011 | 23.00 | 2,885.00 | | Monthly Assessment |
| Late Fee | 10/17/2011 | 10.00 | 2,895.00 | | Late Fee Processed |
| Monthly Assessment | 11/1/2011 | 23.00 | 2,918.00 | | Monthly Assessment |
| Late Fee | 11/16/2011 | 10.00 | 2,928.00 | | Late Fee Processed |
| Monthly Assessment | 12/1/2011 | 23.00 | 2,951.00 | | Monthly Assessment |
| Late Fee | 12/16/2011 | 10.00 | 2,961.00 | | Late Fee Processed |
| Monthly Assessment | 1/1/2012 | 23.00 | 2,984.00 | | Monthly Assessment |
| Late Fee | 1/16/2012 | 10.00 | 2,994.00 | | Late Fee Processed |
| Monthly Assessment | 2/1/2012 | 23.00 | 3,017.00 | | Monthly Assessment |
| Late Fee | 2/16/2012 | 10.00 | 3,027.00 | | Late Fee Processed |
| Monthly Assessment | 3/1/2012 | 23.00 | 3,050.00 | | Monthly Assessment |
| Late Fee | 3/16/2012 | 10.00 | 3,060.00 | | Late Fee Processed |
| Monthly Assessment | 4/1/2012 | 23.00 | 3,083.00 | | Monthly Assessment |
| Late Fee | 4/16/2012 | 10.00 | 3,093.00 | | Late Fee Processed |
| Monthly Assessment | 5/1/2012 | 23.00 | 3,116.00 | | Monthly Assessment |
| Late Fee | 5/16/2012 | 10.00 | 3,126.00 | | Late Fee Processed |
| Monthly Assessment | 6/1/2012 | 23.00 | 3,149.00 | | Monthly Assessment |
| Current | 30 - 59 Days | 60 - 89 Days | >90 Days | Balance: | 3,149.00 |
| 56.00 | 33.00 | 33.00 | 3,027.00 | | |

Include your account number and make checks payable to:
Shadow Mountain Ranch Community Association
PO Box 64114
Phoenix, AZ 85082

Shadow Mountain Ranch

c/o Level Property Management

8966 Spanish Ridge Ave #100

Las Vegas, NV 89148

702.433.0149 www.levelprop.com 702.444.2416 Fax

Stacy Moore

5327 Marsh Butte St.

Las Vegas, NV 89148

Property Address: 5327 Marsh Butte St.

Account #: 31244

| Code | Date | Amount | Balance | Check# | Memo |
|------------------|------------|-----------|-----------|--------|---------------------------------|
| Balance Transfer | 6/14/2011 | 14,000.00 | 14,000.00 | | Fines from Prior Owner |
| Fine | 8/26/2011 | 100.00 | 14,100.00 | | 07/12/11: Landscape Maintenance |
| Fine | 9/12/2011 | 100.00 | 14,200.00 | | 07/12/11: Landscape Maintenance |
| Fine | 9/26/2011 | 100.00 | 14,300.00 | | 07/12/11: Landscape Maintenance |
| Fine | 10/17/2011 | 100.00 | 14,400.00 | | 07/12/11: Landscape Maintenance |
| Fine | 11/22/2011 | 100.00 | 14,500.00 | | 07/12/11: Landscape Maintenance |
| Fine | 2/17/2012 | 100.00 | 14,600.00 | | 01/12/12: Landscape Maintenance |
| Fine | 3/22/2012 | 100.00 | 14,700.00 | | 01/12/12: Landscape Maintenance |
| Fine | 3/30/2012 | 100.00 | 14,800.00 | | 01/12/12: Landscape Maintenance |

| | | | | | |
|---------|--------------|--------------|-----------|----------|-----------|
| Current | 30 - 59 Days | 60 - 89 Days | >90 Days | Balance: | 14,800.00 |
| 0.00 | 100.00 | 100.00 | 14,600.00 | | |

Include your account number and make checks payable to:
Shadow Mountain Ranch Community Association
PO Box 64114
Phoenix, AZ 85082

5/24/2012

Page 1 of 1

NATIONSTAR00194
JA_1960



A Multi-Jurisdictional Law Firm

9500 West Flamingo Road, Suite 205
Las Vegas, Nevada 89147
Telephone: 702-222-4033
Facsimile: 702-222-4043
www.alessikoenig.com

ADDITIONAL OFFICES

AGOURA HILLS, CA
PHONE: 818- 735-9600

RENO NV
PHONE: 775-626-2323
&
DIAMOND BAR CA
PHONE: 909-843-6590

DAVID ALESSI*

THOMAS BAYARD *

ROBERT KOENIG**

RYAN KERBOW****

HUONG LAM***

* Admitted to the California Bar

** Admitted to the California, Nevada
and Colorado Bar

*** Admitted to the Nevada Bar

**** Admitted to the Nevada and California Bar

May 25, 2012

TITLE CLAIM LETTER

STACY MOORE
5327 MARSH BUTTE ST
LAS VEGAS, NV 89148

Re: Shadow Mountain Ranch Community Association/5327 Marsh Butte St./HO #6601

Dear STACY MOORE:

Please be advised that this firm represents the interests of Shadow Mountain Ranch Community Association ("Association"). When you purchased the property located at 5327 Marsh Butte St., Las Vegas, NV ("Property"), there was an outstanding balance owing to your Association. Pursuant to NRS § 116.3116(4), recording of the declaration constitutes record notice and perfection of the lien.

Homeowners association liens "run with the land" by virtue of the recording of the Covenants, Conditions, and Restrictions. This means that you took title to your property "subject to" the ongoing assessment lien.

Typically, amounts that were incurred by the former owner would have been paid through escrow at the time of your purchase transaction. A demand was made on escrow prior to the close of your transaction for all amounts owing at that time. However, none of the monies owed to the Association were paid, the account balance was not cleared, and the lien against the property remains in full force and effect. A copy of the Notice of Delinquent Assessment Lien is enclosed for your information and review.

We realize that you probably purchased the Property with the understanding that you would have clear title, free of any liens and encumbrances, and you likely purchased a title insurance policy to ensure just that. **At present, the Association is owed \$21,384.00.** We strongly encourage you to make a title claim against your policy for this amount. We are placing our collection efforts on hold for thirty (30) days to allow you time to seek recovery of these amounts from your title insurance company, from which we can be paid.

If we do not hear from you, or payment from your title insurance company is not forthcoming, we will proceed with collection efforts and commence action to foreclose our lien against your property pursuant to NRS § 116.31162. If you have any questions regarding your account or on how to make a payment, please contact my legal assistant, Mary Indalecio, at (702) 222-4033. Should you fail to reinstate your account, you could lose ownership of your property.

Sincerely,

ALESSI & KOENIG, LLC



DAVID ALESSI*
THOMAS BAYARD *
ROBERT KOENIG**
RYAN KERBOW****

HUONG LAM***

* Admitted to the California Bar

** Admitted to the California, Nevada
and Colorado Bar

*** Admitted to the Nevada Bar

**** Admitted to the Nevada and California Bar

9500 West Flamingo Road, Suite 205
Las Vegas, Nevada 89147
Telephone: 702-222-4033
Facsimile: 702-222-4043
www.alessikoenig.com

ADDITIONAL OFFICES

AGOURA HILLS, CA
PHONE: 818- 735-9600

RENO NV
PHONE: 775-626-2323

&
DIAMOND BAR CA
PHONE: 909-843-6590

August 13, 2012

LIEN LETTER
VIA REGULAR AND CERTIFIED MAIL

STACY MOORE
5327 MARSH BUTTE ST
LAS VEGAS, NV 89148

Re: 5327 Marsh Butte St./HO #6601
Shadow Mountain Ranch Community Association

Dear STACY MOORE:

Our office has been retained by **Shadow Mountain Ranch Community Association** to collect the past due assessment balance on your account. Please find the enclosed Notice of Delinquent Assessment (Lien), signed and dated on behalf of **Shadow Mountain Ranch Community Association** on **August 13, 2012**. The total amount due as of the date of this letter is **\$6,448.00**. **To verify the total of unpaid charges please contact Alessi & Koenig, LLC**. Please submit payment to our **Nevada** mailing address listed above. Payment must be in the form of a cashier's check or money order and made payable to **Alessi & Koenig**. Cash will not be accepted.

Unless you, within thirty days after receipt of this notice, dispute the validity of this debt, or any portion thereof, our office will assume the debt is valid. If you notify our office in writing within the thirty-day period that you dispute the debt, or any portion thereof, we will obtain verification of the debt and a copy of such verification will be mailed to you. Upon receipt of your written request within the thirty-day period, we will provide you with the name and address of the original creditor, if different from the current creditor. Please note the law does not require our office to wait until the end of the thirty-day period before proceeding to the next step in the collection process. If, however, you request proof of the debt or the name and address of the original creditor within the thirty-day period that begins with your receipt of this letter, the law requires us to suspend efforts to collect the debt until we mail the requested information to you. Please be advised that you have the right to inspect the association records.

In the event Alessi & Koenig, LLC does not receive payment of your unpaid assessments, fees and costs of **\$6,448.00**, a Notice of Default will be recorded in the office of the County Recorder resulting in additional fees and costs. If you have any questions regarding your account or on how to make a payment, please contact my legal assistant, Amanda Alvirez, at (702) 222-4033. Should you fail to reinstate your account, you could lose ownership of your property.

Sincerely,

ALESSI & KOENIG, LLC

Please be advised that Alessi & Koenig, LLC is a debt collector that is attempting to collect a debt and any information obtained will be used for that purpose.

NATIONSTAR00196
JA_1962



DAVID ALESSI*
THOMAS BAYARD *
ROBERT KOENIG**
RYAN KERBOW****

HUONG LAM***

* Admitted to the California Bar

** Admitted to the California, Nevada
and Colorado Bar

*** Admitted to the Nevada Bar

**** Admitted to the Nevada and California Bar

9500 West Flamingo Road, Suite 205
Las Vegas, Nevada 89147
Telephone: 702-222-4033
Facsimile: 702-222-4043
www.alessikoenig.com

ADDITIONAL OFFICES

AGOURA HILLS, CA
PHONE: 818- 735-9600

RENO NV
PHONE: 775-626-2323

&
DIAMOND BAR CA
PHONE: 909-843-6590

August 13, 2012

LIEN LETTER
VIA REGULAR AND CERTIFIED MAIL

STACY MOORE
5327 Marsh Butte St.
Las Vegas, NV 89148

Re: 5327 Marsh Butte St./HO #6601
Shadow Mountain Ranch Community Association

Dear STACY MOORE:

Our office has been retained by **Shadow Mountain Ranch Community Association** to collect the past due assessment balance on your account. Please find the enclosed Notice of Delinquent Assessment (Lien), signed and dated on behalf of **Shadow Mountain Ranch Community Association** on **August 13, 2012**. The total amount due as of the date of this letter is **\$6,448.00**. **To verify the total of unpaid charges please contact Alessi & Koenig, LLC**. Please submit payment to our **Nevada** mailing address listed above. Payment must be in the form of a cashier's check or money order and made payable to **Alessi & Koenig**. Cash will not be accepted.

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In the event Alessi & Koenig, LLC does not receive payment of your unpaid assessments, fees and costs of **\$6,448.00**, a Notice of Default will be recorded in the office of the County Recorder resulting in additional fees and costs. If you have any questions regarding your account or on how to make a payment, please contact my legal assistant, Amanda Alvirez, at (702) 222-4033. Should you fail to reinstate your account, you could lose ownership of your property.

Sincerely,

ALESSI & KOENIG, LLC

Please be advised that Alessi & Koenig, LLC is a debt collector that is attempting to collect a debt and any information obtained will be used for that purpose.

NATIONSTAR00197
JA_1963

When recorded return to:

ALESSI & KOENIG, LLC
9500 W. Flamingo Rd., Suite 205
Las Vegas, Nevada 89147
Phone: (702) 222-4033

A.P.N. 163-30-312-007

Trustee Sale # **SMR-5327-N**

NOTICE OF DELINQUENT ASSESSMENT (LIEN)

In accordance with Nevada Revised Statutes and the Association's Declaration of Covenants, Conditions and Restrictions (CC&Rs) of the official records of **Clark** County, Nevada, **Shadow Mountain Ranch Community Association** has a lien on the following legally described property.

The property against which the lien is imposed is commonly referred to as **5327 Marsh Butte St., Las Vegas, NV 89148** and more particularly legally described as: **SECTION 30 R2-60 70 #5 Lot 7 Block 1** Book **102** Page **28** in the County of **Clark**.

The owner(s) of record as reflected on the public record as of today's date is (are): **STACY MOORE**

The mailing address(es) is: **5327 MARSH BUTTE ST, LAS VEGAS, NV 89148**

The total amount due through today's date is: **\$6,448.00**. Of this total amount **\$5,823.00** represent Collection and/or Attorney fees, assessments, interest, late fees and service charges. **\$625.00** represent collection costs. Note: Additional monies shall accrue under this claim at the rate of the claimant's regular monthly or special assessments, plus permissible late charges, costs of collection and interest, accruing subsequent to the date of this notice.

Date: **August 13, 2012**

By: _____

Huong Lam, Esq. of Alessi & Koenig, LLC on behalf of Shadow Mountain Ranch Community Association

State of Nevada

County of Clark

SUBSCRIBED and SWORN before me **August 13, 2012**

(Seal)

(Signature)

NOTARY PUBLIC

Shadow Mountain Ranch Community Association

c/o Level Property Management

8966 Spanish Ridge Ave #100

Las Vegas, NV 89148

702.433.0149

www.levelprop.com

702.444.2416 Fax

Stacy Moore

5327 Marsh Butte St.

Las Vegas, NV 89148

Property Address: 5327 Marsh Butte St.

Account #: 31243

| Code | Date | Amount | Balance | Check# | Memo |
|--------------------|------------|----------|----------|--------|--------------------------|
| Monthly Assessment | 6/1/2011 | 23.00 | 23.00 | | Monthly Assessment |
| Balance Transfer | 6/14/2011 | 2,730.00 | 2,753.00 | | Balance from Prior Owner |
| Late Fee | 6/16/2011 | 10.00 | 2,763.00 | | Late Fee Processed |
| Monthly Assessment | 7/1/2011 | 23.00 | 2,786.00 | | Monthly Assessment |
| Late Fee | 7/16/2011 | 10.00 | 2,796.00 | | Late Fee Processed |
| Monthly Assessment | 8/1/2011 | 23.00 | 2,819.00 | | Monthly Assessment |
| Late Fee | 8/16/2011 | 10.00 | 2,829.00 | | Late Fee Processed |
| Monthly Assessment | 9/1/2011 | 23.00 | 2,852.00 | | Monthly Assessment |
| Late Fee | 9/16/2011 | 10.00 | 2,862.00 | | Late Fee Processed |
| Monthly Assessment | 10/1/2011 | 23.00 | 2,885.00 | | Monthly Assessment |
| Late Fee | 10/17/2011 | 10.00 | 2,895.00 | | Late Fee Processed |
| Monthly Assessment | 11/1/2011 | 23.00 | 2,918.00 | | Monthly Assessment |
| Late Fee | 11/16/2011 | 10.00 | 2,928.00 | | Late Fee Processed |
| Monthly Assessment | 12/1/2011 | 23.00 | 2,951.00 | | Monthly Assessment |
| Late Fee | 12/16/2011 | 10.00 | 2,961.00 | | Late Fee Processed |
| Monthly Assessment | 1/1/2012 | 23.00 | 2,984.00 | | Monthly Assessment |
| Late Fee | 1/16/2012 | 10.00 | 2,994.00 | | Late Fee Processed |
| Monthly Assessment | 2/1/2012 | 23.00 | 3,017.00 | | Monthly Assessment |
| Late Fee | 2/16/2012 | 10.00 | 3,027.00 | | Late Fee Processed |
| Monthly Assessment | 3/1/2012 | 23.00 | 3,050.00 | | Monthly Assessment |
| Late Fee | 3/16/2012 | 10.00 | 3,060.00 | | Late Fee Processed |
| Monthly Assessment | 4/1/2012 | 23.00 | 3,083.00 | | Monthly Assessment |
| Late Fee | 4/16/2012 | 10.00 | 3,093.00 | | Late Fee Processed |
| Monthly Assessment | 5/1/2012 | 23.00 | 3,116.00 | | Monthly Assessment |
| Late Fee | 5/16/2012 | 10.00 | 3,126.00 | | Late Fee Processed |
| Monthly Assessment | 6/1/2012 | 23.00 | 3,149.00 | | Monthly Assessment |
| Late Fee | 6/16/2012 | 10.00 | 3,159.00 | | Late Fee Processed |
| Monthly Assessment | 7/1/2012 | 23.00 | 3,182.00 | | Monthly Assessment |
| Late Fee | 7/16/2012 | 10.00 | 3,192.00 | | Late Fee Processed |
| Monthly Assessment | 8/1/2012 | 23.00 | 3,215.00 | | Monthly Assessment |

Include your account number and make checks payable to:

Shadow Mountain Ranch Community Association

PO Box 64114

Phoenix, AZ 85082

8/13/2012

Page 1 of 2

NATIONSTAR00199

JA_1965

Shadow Mountain Ranch Community Association

c/o Level Property Management

8966 Spanish Ridge Ave #100

Las Vegas, NV 89148

702.433.0149

www.levelprop.com

702.444.2416 Fax

| Code | Date | | | Amount | Balance | Check# | Memo |
|---------|--------------|--------------|----------|--------|----------|----------|------|
| Current | 30 - 59 Days | 60 - 89 Days | >90 Days | | Balance: | 3,215.00 | |
| 33.00 | 33.00 | 33.00 | 3,116.00 | | | | |

Include your account number and make checks payable to:

Shadow Mountain Ranch Community Association

PO Box 64114

Phoenix, AZ 85082

8/13/2012

Page 2 of 2

NATIONSTAR00200

JA_1966

Shadow Mountain Ranch Community Association

c/o Level Property Management

8966 Spanish Ridge Ave #100

Las Vegas, NV 89148

702.433.0149

www.levelprop.com

702.444.2416 Fax

Stacy Moore

5327 Marsh Butte St.

Las Vegas, NV 89148

Property Address: 5327 Marsh Butte St.

Account #: 31244

| Code | Date | Amount | Balance | Check# | Memo |
|------------------|------------|-----------|-----------|--------|---------------------------------|
| Balance Transfer | 6/14/2011 | 14,000.00 | 14,000.00 | | Fines from Prior Owner |
| Fine | 8/26/2011 | 100.00 | 14,100.00 | | 07/12/11: Landscape Maintenance |
| Fine | 9/12/2011 | 100.00 | 14,200.00 | | 07/12/11: Landscape Maintenance |
| Fine | 9/26/2011 | 100.00 | 14,300.00 | | 07/12/11: Landscape Maintenance |
| Fine | 10/17/2011 | 100.00 | 14,400.00 | | 07/12/11: Landscape Maintenance |
| Fine | 11/22/2011 | 100.00 | 14,500.00 | | 07/12/11: Landscape Maintenance |
| Fine | 2/17/2012 | 100.00 | 14,600.00 | | 01/12/12: Landscape Maintenance |
| Fine | 3/22/2012 | 100.00 | 14,700.00 | | 01/12/12: Landscape Maintenance |
| Fine | 3/30/2012 | 100.00 | 14,800.00 | | 01/12/12: Landscape Maintenance |
| Fine | 6/21/2012 | 100.00 | 14,900.00 | | 01/12/12: Landscape Maintenance |
| Fine | 7/13/2012 | 100.00 | 15,000.00 | | 01/12/12: Landscape Maintenance |
| Fine | 8/8/2012 | 100.00 | 15,100.00 | | 01/12/12: Landscape Maintenance |

| | | | | | |
|---------|--------------|--------------|-----------|----------|-----------|
| Current | 30 - 59 Days | 60 - 89 Days | >90 Days | Balance: | 15,100.00 |
| 100.00 | 200.00 | 0.00 | 14,800.00 | | |

Include your account number and make checks payable to:

Shadow Mountain Ranch Community Association

PO Box 64114

Phoenix, AZ 85082

8/13/2012

Page 1 of 1

NATIONSTAR00201
JA_1967

DAVID ALESSI*
THOMAS BAYARD*
ROBERT KOENIG**
RYAN KERBOW****

HUONG LAM***

* Admitted to the California Bar

** Admitted to the California, Nevada
and Colorado Bar

*** Admitted to the Nevada Bar

**** Admitted to the Nevada and California Bar

ALESSI & KOENIG

A Multi-Jurisdictional Law Firm

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Las Vegas, Nevada 89147
Telephone: 702-222-4033
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ADDITIONAL OFFICES

AGOURA HILLS, CA
PHONE: 818-735-9600

RENO NV
PHONE: 775-626-2323

&
DIAMOND BAR CA
PHONE: 909-843-6590

August 13, 2012

LIEN LETTER
VIA REGULAR AND CERTIFIED MAIL

STACY MOORE
5327 MARSH BUTTE ST
LAS VEGAS, NV 89148

Re: 5327 Marsh Butte St./HO #6601
Shadow Mountain Ranch Community Association

Dear STACY MOORE:

Our office has been retained by **Shadow Mountain Ranch Community Association** to collect the past due assessment balance on your account. Please find the enclosed Notice of Delinquent Assessment (Lien), signed and dated on behalf of **Shadow Mountain Ranch Community Association** on **August 13, 2012**. The total amount due as of the date of this letter is **\$6,448.00**. To verify the total of unpaid charges please contact **Alessi & Koenig, LLC**. Please submit payment to our Nevada mailing address listed above. Payment must be in the form of a cashier's check or money order. Cash will not be accepted.

7196 9008 9111 4959 7439

Unless you, within thirty days after receipt of a portion thereof, our office will assume the debt is valid for the full day period that you dispute the debt, or any portion thereof. If such verification will be mailed to you. Upon receipt of such verification we will provide you with the name and address of the original creditor within the thirty-day period that requires us to suspend efforts to collect the debt until you have advised that you have the right to inspect the association's records.

In the event Alessi & Koenig, LLC does not receive payment within thirty days of the date of this letter, we will file a Notice of Default with the county clerk's office. This will result in additional fees and costs. If you have any questions regarding this matter, please contact my legal assistant, Amanda Alvarez, at (702) 222-4033. If you do not contact us, your account, you could lose ownership of your property.

TO: STACY MOORE
5327 MARSH BUTTE ST

LAS VEGAS, NV 89148

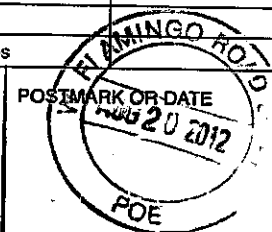
SENDER: TSN #: SMR-5327-N
REFERENCE: Certified Article Number
7196 9008 9111 4959 7439
SENDERS RECORD

PS Form 3800, January 2005

| | | |
|------------------------------|----------------------|--|
| RETURN RECEIPT SERVICE | Postage | |
| | Certified Fee | |
| | Return Receipt Fee | |
| | Restricted Delivery | |
| | Total Postage & Fees | |

US Postal Service®
**Receipt for
Certified Mail™**

No Insurance Coverage Provided
Do Not Use for International Mail



NATIONSTAR00202

JA 1968

Since
ALESSI & KOENIG, LLC
Please be advised that Alessi & Koenig, LLC is a debt collector. Any communication obtained will be used for collection purposes only.

When recorded return to:

ALESSI & KOENIG, LLC
9500 W. Flamingo Rd., Suite 205
Las Vegas, Nevada 89147
Phone: (702) 222-4033

A.P.N. 163-30-312-007

Trustee Sale # SMR-5327-N

NOTICE OF DELINQUENT ASSESSMENT (LIEN)

In accordance with Nevada Revised Statutes and the Association's Declaration of Covenants, Conditions and Restrictions (CC&Rs) of the official records of **Clark** County, Nevada, **Shadow Mountain Ranch Community Association** has a lien on the following legally described property.

The property against which the lien is imposed is commonly referred to as **5327 Marsh Butte St., Las Vegas, NV 89148** and more particularly legally described as: **SECTION 30 R2-60 70 #5 Lot 7 Block 1 Book 102 Page 28** in the County of **Clark**.

The owner(s) of record as reflected on the public record as of today's date is (are): **STACY MOORE**

The mailing address(es) is: **5327 MARSH BUTTE ST, LAS VEGAS, NV 89148**

The total amount due through today's date is: **\$6,448.00**. Of this total amount **\$5,823.00** represent Collection and/or Attorney fees, assessments, interest, late fees and service charges. **\$625.00** represent collection costs. Note: Additional monies shall accrue under this claim at the rate of the claimant's regular monthly or special assessments, plus permissible late charges, costs of collection and interest, accruing subsequent to the date of this notice.

Date: **August 13, 2012**

By: 

Huong Lam, Esq. of Alessi & Koenig, LLC on behalf of **Shadow Mountain Ranch Community Association**

State of Nevada
County of Clark
SUBSCRIBED and SWORN before me **August 13, 2012**

(Seal)

(Signature)

NOTARY PUBLIC



A Multi-Jurisdictional Law Firm

9500 West Flamingo Road, Suite 205
Las Vegas, Nevada 89147
Telephone: 702-222-4033
Facsimile: 702-222-4043
www.alessikoenig.com

ADDITIONAL OFFICES

AGOURA HILLS, CA
PHONE: 818- 735-9600

RENO NV
PHONE: 775-626-2323
&
DIAMOND BAR CA
PHONE: 909-843-6590

DAVID ALESSI*

THOMAS BAYARD *

ROBERT KOENIG**

RYAN KERBOW****

HUONG LAM***

* Admitted to the California Bar

** Admitted to the California, Nevada
and Colorado Bar

*** Admitted to the Nevada Bar

**** Admitted to the Nevada and California Bar

September 27, 2012

Pre-Notice of Default

STACY MOORE
5327 Marsh Butte St.
Las Vegas, NV 89148

Regarding: **Shadow Mountain Ranch Community Association/5327 Marsh Butte St./HO #6601**

Dear STACY MOORE:

Please be informed that as of today's date our office has not received payment pursuant to the Notice of Delinquent Assessment Lien recorded against your property on **September 11, 2012**. Please understand that failure to bring your account current or failure to contact this office will result in the initiation of foreclosure proceedings on your property and include a minimum \$750.00 in additional charges.

The total amount currently due is **\$6,581.00**. Please submit payment to our office at the above listed **Nevada** address, made payable to the **Alessi & Koenig, LLC**. Cash will not be accepted.

Again, it is extremely important that we receive your payment. If you have any questions regarding your account or on how to make a payment, please contact my legal assistant, Amanda Alvarez, at (702) 222-4033. Should you fail to reinstate your account, you could lose ownership of your property.

Sincerely,

ALESSI & KOENIG, LLC

Please be advised that Alessi & Koenig, LLC is a debt collector that is attempting to collect a debt and any information obtained will be used for that purpose.

NATIONSTAR00204
JA_1970



A Multi-Jurisdictional Law Firm

9500 West Flamingo Road, Suite 205
Las Vegas, Nevada 89147
Telephone: 702-222-4033
Facsimile: 702-222-4043
www.alessikoenig.com

ADDITIONAL OFFICES

AGOURA HILLS, CA
PHONE: 818- 735-9600

RENO NV
PHONE: 775-626-2323
&
DIAMOND BAR CA
PHONE: 909-843-6590

DAVID ALESSI*

THOMAS BAYARD *

ROBERT KOENIG**

RYAN KERBOW****

HUONG LAM***

* Admitted to the California Bar

** Admitted to the California, Nevada
and Colorado Bar

*** Admitted to the Nevada Bar

**** Admitted to the Nevada and California Bar

September 27, 2012

Pre-Notice of Default

STACY MOORE
5327 MARSH BUTTE ST
LAS VEGAS, NV 89148

Regarding: **Shadow Mountain Ranch Community Association/5327 Marsh Butte St./HO #6601**

Dear STACY MOORE:

Please be informed that as of today's date our office has not received payment pursuant to the Notice of Delinquent Assessment Lien recorded against your property on **September 11, 2012**. Please understand that failure to bring your account current or failure to contact this office will result in the initiation of foreclosure proceedings on your property and include a minimum \$750.00 in additional charges.

The total amount currently due is **\$6,581.00**. Please submit payment to our office at the above listed **Nevada** address, made payable to the **Alessi & Koenig, LLC**. Cash will not be accepted.

Again, it is extremely important that we receive your payment. If you have any questions regarding your account or on how to make a payment, please contact my legal assistant, Amanda Alvarez, at (702) 222-4033. Should you fail to reinstate your account, you could lose ownership of your property.

Sincerely,

ALESSI & KOENIG, LLC

Please be advised that Alessi & Koenig, LLC is a debt collector that is attempting to collect a debt and any information obtained will be used for that purpose.

NATIONSTAR00205
JA_1971

When recorded mail to:

THE ALESSI & KOENIG, LLC
9500 West Flamingo Rd., Ste 205
Las Vegas, Nevada 89147
Phone: 702-222-4033

A.P.N. **163-30-312-007**

Trustee Sale No. **SMR-5327-N**

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER HOMEOWNERS ASSOCIATION LIEN

WARNING! IF YOU FAIL TO PAY THE AMOUNT SPECIFIED IN THIS NOTICE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE! You may have the right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account. The sale may not be set until ninety days from the date this notice of default recorded, which appears on this notice. The amount due is **\$6,581.00** as of **February 13, 2013** and will increase until your account becomes current. To arrange for payment to stop the foreclosure, contact: **Shadow Mountain Ranch Community Association**, c/o Alessi & Koenig, 9500 W. Flamingo Rd, Ste 205, Las Vegas, NV 89147, (702)222-4033.

THIS NOTICE pursuant to that certain Notice of Delinquent Assessment Lien, recorded on **September 11, 2012** as document number **0002023**, of Official Records in the County of **Clark**, State of Nevada. Owner(s): **STACY MOORE**, of **SECTION 30 R2-60 70 #5 Lot 7 Block 1**, as per map recorded in Book **102**, Pages **28**, as shown on the Plan and Subdivision map recorded in the Maps of the County of **Clark**, State of Nevada. PROPERTY ADDRESS: **5327 Marsh Butte St., Las Vegas, NV 89148**. If you have any questions, you should contact an attorney. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure. REMEMBER YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION. NOTICE IS HEREBY GIVEN THAT Alessi & Koenig, LLC is appointed trustee agent under the above referenced lien, dated **September 11, 2012**, on behalf of **Shadow Mountain Ranch Community Association** to secure assessment obligations in favor of said Association, pursuant to the terms contained in the Declaration of Covenants, Conditions, and Restrictions (CC&Rs). A default in the obligation for which said CC&Rs has occurred in that the payment(s) have not been made of homeowners assessments due from and all subsequent assessments, late charges, interest, collection and/or attorney fees and costs.

Dated: **February 13, 2013**

Huong Lam, Esq. of Alessi & Koenig, LLC on behalf of **Shadow Mountain Ranch Community Association**

Shadow Mountain Ranch Community Association

c/o Level Property Management

8966 Spanish Ridge Ave #100

Las Vegas, NV 89148

702.433.0149

www.levelprop.com

702.444.2416 Fax

Stacy Moore

5327 Marsh Butte St.

Las Vegas, NV 89148

Property Address: 5327 Marsh Butte St.

Account #: 31243

| Code | Date | Amount | Balance | Check# | Memo |
|--------------------|------------|----------|----------|--------|--------------------------|
| Monthly Assessment | 6/1/2011 | 23.00 | 23.00 | | Monthly Assessment |
| Balance Transfer | 6/14/2011 | 2,730.00 | 2,753.00 | | Balance from Prior Owner |
| Late Fee | 6/16/2011 | 10.00 | 2,763.00 | | Late Fee Processed |
| Monthly Assessment | 7/1/2011 | 23.00 | 2,786.00 | | Monthly Assessment |
| Late Fee | 7/16/2011 | 10.00 | 2,796.00 | | Late Fee Processed |
| Monthly Assessment | 8/1/2011 | 23.00 | 2,819.00 | | Monthly Assessment |
| Late Fee | 8/16/2011 | 10.00 | 2,829.00 | | Late Fee Processed |
| Monthly Assessment | 9/1/2011 | 23.00 | 2,852.00 | | Monthly Assessment |
| Late Fee | 9/16/2011 | 10.00 | 2,862.00 | | Late Fee Processed |
| Monthly Assessment | 10/1/2011 | 23.00 | 2,885.00 | | Monthly Assessment |
| Late Fee | 10/17/2011 | 10.00 | 2,895.00 | | Late Fee Processed |
| Monthly Assessment | 11/1/2011 | 23.00 | 2,918.00 | | Monthly Assessment |
| Late Fee | 11/16/2011 | 10.00 | 2,928.00 | | Late Fee Processed |
| Monthly Assessment | 12/1/2011 | 23.00 | 2,951.00 | | Monthly Assessment |
| Late Fee | 12/16/2011 | 10.00 | 2,961.00 | | Late Fee Processed |
| Monthly Assessment | 1/1/2012 | 23.00 | 2,984.00 | | Monthly Assessment |
| Late Fee | 1/16/2012 | 10.00 | 2,994.00 | | Late Fee Processed |
| Monthly Assessment | 2/1/2012 | 23.00 | 3,017.00 | | Monthly Assessment |
| Late Fee | 2/16/2012 | 10.00 | 3,027.00 | | Late Fee Processed |
| Monthly Assessment | 3/1/2012 | 23.00 | 3,050.00 | | Monthly Assessment |
| Late Fee | 3/16/2012 | 10.00 | 3,060.00 | | Late Fee Processed |
| Monthly Assessment | 4/1/2012 | 23.00 | 3,083.00 | | Monthly Assessment |
| Late Fee | 4/16/2012 | 10.00 | 3,093.00 | | Late Fee Processed |
| Monthly Assessment | 5/1/2012 | 23.00 | 3,116.00 | | Monthly Assessment |
| Late Fee | 5/16/2012 | 10.00 | 3,126.00 | | Late Fee Processed |
| Monthly Assessment | 6/1/2012 | 23.00 | 3,149.00 | | Monthly Assessment |
| Late Fee | 6/16/2012 | 10.00 | 3,159.00 | | Late Fee Processed |
| Monthly Assessment | 7/1/2012 | 23.00 | 3,182.00 | | Monthly Assessment |
| Late Fee | 7/16/2012 | 10.00 | 3,192.00 | | Late Fee Processed |
| Monthly Assessment | 8/1/2012 | 23.00 | 3,215.00 | | Monthly Assessment |
| Late Fee | 8/16/2012 | 10.00 | 3,225.00 | | Late Fee Processed |
| Monthly Assessment | 9/1/2012 | 23.00 | 3,248.00 | | Monthly Assessment |

Include your account number and make checks payable to:

Shadow Mountain Ranch Community Association

PO Box 64114

Phoenix, AZ 85082

Shadow Mountain Ranch Community Association

c/o Level Property Management

8966 Spanish Ridge Ave #100

Las Vegas, NV 89148

702.433.0149

www.levelprop.com

702.444.2416 Fax

| Code | Date | Amount | Balance | Check# | Memo |
|--------------------|--------------|--------------|----------|----------|--------------------|
| Late Fee | 9/16/2012 | 10.00 | 3,258.00 | | Late Fee Processed |
| Monthly Assessment | 10/1/2012 | 23.00 | 3,281.00 | | Monthly Assessment |
| Late Fee | 10/16/2012 | 10.00 | 3,291.00 | | Late Fee Processed |
| Monthly Assessment | 11/1/2012 | 23.00 | 3,314.00 | | Monthly Assessment |
| Late Fee | 11/16/2012 | 10.00 | 3,324.00 | | Late Fee Processed |
| Monthly Assessment | 1/1/2013 | 23.00 | 3,347.00 | | Monthly Assessment |
| Current | 30 - 59 Days | 60 - 89 Days | >90 Days | Balance: | 3,347.00 |
| 23.00 | 33.00 | 33.00 | 3,258.00 | | |

Include your account number and make checks payable to:

Shadow Mountain Ranch Community Association

PO Box 64114

Phoenix, AZ 85082

12/19/2012

Page 2 of 2

NATIONSTAR00208

JA_1974

Shadow Mountain Ranch Community Association

c/o Level Property Management

8966 Spanish Ridge Ave #100

Las Vegas, NV 89148

702.433.0149

www.levelprop.com

702.444.2416 Fax

Stacy Moore

5327 Marsh Butte St.

Las Vegas, NV 89148

Property Address: 5327 Marsh Butte St.

Account #: 31244

| Code | Date | Amount | Balance | Check# | Memo |
|------------------|------------|-----------|-----------|--------|---------------------------------|
| Balance Transfer | 6/14/2011 | 14,000.00 | 14,000.00 | | Fines from Prior Owner |
| Fine | 8/26/2011 | 100.00 | 14,100.00 | | 07/12/11: Landscape Maintenance |
| Fine | 9/12/2011 | 100.00 | 14,200.00 | | 07/12/11: Landscape Maintenance |
| Fine | 9/26/2011 | 100.00 | 14,300.00 | | 07/12/11: Landscape Maintenance |
| Fine | 10/17/2011 | 100.00 | 14,400.00 | | 07/12/11: Landscape Maintenance |
| Fine | 11/22/2011 | 100.00 | 14,500.00 | | 07/12/11: Landscape Maintenance |
| Fine | 2/17/2012 | 100.00 | 14,600.00 | | 01/12/12: Landscape Maintenance |
| Fine | 3/22/2012 | 100.00 | 14,700.00 | | 01/12/12: Landscape Maintenance |
| Fine | 3/30/2012 | 100.00 | 14,800.00 | | 01/12/12: Landscape Maintenance |
| Fine | 6/21/2012 | 100.00 | 14,900.00 | | 01/12/12: Landscape Maintenance |
| Fine | 7/13/2012 | 100.00 | 15,000.00 | | 01/12/12: Landscape Maintenance |
| Fine | 8/8/2012 | 100.00 | 15,100.00 | | 01/12/12: Landscape Maintenance |
| Fine | 8/20/2012 | 100.00 | 15,200.00 | | 01/12/12: Landscape Maintenance |
| Fine | 9/28/2012 | 100.00 | 15,300.00 | | 01/12/12: Landscape Maintenance |

| | | | | | |
|---------|--------------|--------------|-----------|----------|-----------|
| Current | 30 - 59 Days | 60 - 89 Days | >90 Days | Balance: | 15,300.00 |
| 0.00 | 0.00 | 100.00 | 15,200.00 | | |

Include your account number and make checks payable to:

Shadow Mountain Ranch Community Association

PO Box 64114

Phoenix, AZ 85082

12/19/2012

Page 1 of 1

NATIONSTAR00209

JA_1975

Shadow Mountain Ranch Community Association

c/o Level Property Management

8966 Spanish Ridge Ave #100

Las Vegas, NV 89148

702.433.0149

www.levelprop.com

702.444.2416 Fax

Magnolia Gotera
1090 Twin Creeks Dr
Salinas, CA 93905

Property Address: 5327 Marsh Butte St.

Account #: 28100

| Code | Date | Amount | Balance | Check# | Memo |
|------|------------|--------|----------|--------|------|
| FN | 8/24/2009 | 100.00 | 100.00 | | |
| FN | 8/31/2009 | 100.00 | 200.00 | | |
| FN | 9/15/2009 | 100.00 | 300.00 | | |
| FN | 9/29/2009 | 100.00 | 400.00 | | |
| FN | 9/30/2009 | 100.00 | 500.00 | | |
| FN | 10/14/2009 | 100.00 | 600.00 | | |
| FN | 10/14/2009 | 100.00 | 700.00 | | |
| FN | 10/26/2009 | 100.00 | 800.00 | | |
| FN | 11/5/2009 | 100.00 | 900.00 | | |
| FN | 11/5/2009 | 100.00 | 1,000.00 | | |
| FN | 12/3/2009 | 100.00 | 1,100.00 | | |
| FN | 12/3/2009 | 100.00 | 1,200.00 | | |
| FN | 12/3/2009 | 100.00 | 1,300.00 | | |
| FN | 12/3/2009 | 100.00 | 1,400.00 | | |
| FN | 12/3/2009 | 100.00 | 1,500.00 | | |
| FN | 12/3/2009 | 100.00 | 1,600.00 | | |
| FN | 12/17/2009 | 100.00 | 1,700.00 | | |
| FN | 12/17/2009 | 100.00 | 1,800.00 | | |
| FN | 1/8/2010 | 100.00 | 1,900.00 | | |
| FN | 1/8/2010 | 100.00 | 2,000.00 | | |
| FN | 1/27/2010 | 100.00 | 2,100.00 | | |
| FN | 1/27/2010 | 100.00 | 2,200.00 | | |
| FN | 2/5/2010 | 100.00 | 2,300.00 | | |
| FN | 2/5/2010 | 100.00 | 2,400.00 | | |
| FN | 2/18/2010 | 100.00 | 2,500.00 | | |
| FN | 2/18/2010 | 100.00 | 2,600.00 | | |
| FN | 3/11/2010 | 100.00 | 2,700.00 | | |
| FN | 3/11/2010 | 100.00 | 2,800.00 | | |
| FN | 3/11/2010 | 100.00 | 2,900.00 | | |
| FN | 3/11/2010 | 100.00 | 3,000.00 | | |
| FN | 3/11/2010 | 100.00 | 3,100.00 | | |
| FN | 3/18/2010 | 100.00 | 3,200.00 | | |

Include your account number and make checks payable to:

Shadow Mountain Ranch Community Association

PO Box 64114

Phoenix, AZ 85082

Shadow Mountain Ranch Community Association

c/o Level Property Management

8966 Spanish Ridge Ave #100

Las Vegas, NV 89148

702.433.0149

www.levelprop.com

702.444.2416 Fax

| Code | Date | Amount | Balance | Check# | Memo |
|------|-----------|--------|----------|--------|------|
| FN | 3/24/2010 | 100.00 | 3,300.00 | | |
| FN | 4/6/2010 | 100.00 | 3,400.00 | | |
| FN | 4/6/2010 | 100.00 | 3,500.00 | | |
| FN | 4/26/2010 | 100.00 | 3,600.00 | | |
| FN | 4/26/2010 | 100.00 | 3,700.00 | | |
| FN | 4/26/2010 | 100.00 | 3,800.00 | | |
| FN | 4/26/2010 | 100.00 | 3,900.00 | | |
| FN | 5/6/2010 | 100.00 | 4,000.00 | | |
| FN | 5/6/2010 | 100.00 | 4,100.00 | | |
| FN | 5/19/2010 | 100.00 | 4,200.00 | | |
| FN | 5/19/2010 | 100.00 | 4,300.00 | | |
| FN | 5/19/2010 | 100.00 | 4,400.00 | | |
| FN | 5/19/2010 | 100.00 | 4,500.00 | | |
| Fine | 6/7/2010 | 100.00 | 4,600.00 | | |
| Fine | 6/7/2010 | 100.00 | 4,700.00 | | |
| Fine | 6/7/2010 | 100.00 | 4,800.00 | | |
| Fine | 6/7/2010 | 100.00 | 4,900.00 | | |
| Fine | 6/17/2010 | 100.00 | 5,000.00 | | |
| Fine | 6/17/2010 | 100.00 | 5,100.00 | | |
| Fine | 6/17/2010 | 100.00 | 5,200.00 | | |
| Fine | 6/17/2010 | 100.00 | 5,300.00 | | |
| Fine | 7/9/2010 | 100.00 | 5,400.00 | | |
| Fine | 7/9/2010 | 100.00 | 5,500.00 | | |
| Fine | 7/9/2010 | 100.00 | 5,600.00 | | |
| Fine | 7/9/2010 | 100.00 | 5,700.00 | | |
| Fine | 7/9/2010 | 100.00 | 5,800.00 | | |
| Fine | 7/9/2010 | 100.00 | 5,900.00 | | |
| Fine | 7/9/2010 | 100.00 | 6,000.00 | | |
| Fine | 7/9/2010 | 100.00 | 6,100.00 | | |
| Fine | 7/22/2010 | 100.00 | 6,200.00 | | |
| Fine | 7/22/2010 | 100.00 | 6,300.00 | | |
| Fine | 7/22/2010 | 100.00 | 6,400.00 | | |
| Fine | 7/22/2010 | 100.00 | 6,500.00 | | |
| Fine | 8/4/2010 | 100.00 | 6,600.00 | | |
| Fine | 8/4/2010 | 100.00 | 6,700.00 | | |
| Fine | 8/18/2010 | 100.00 | 6,800.00 | | |
| Fine | 8/18/2010 | 100.00 | 6,900.00 | | |
| Fine | 8/18/2010 | 100.00 | 7,000.00 | | |
| Fine | 8/18/2010 | 100.00 | 7,100.00 | | |
| Fine | 8/18/2010 | 100.00 | 7,200.00 | | |
| Fine | 8/18/2010 | 100.00 | 7,300.00 | | |

Include your account number and make checks payable to:

Shadow Mountain Ranch Community Association

PO Box 64114

Phoenix, AZ 85082

Shadow Mountain Ranch Community Association

c/o Level Property Management

8966 Spanish Ridge Ave #100

Las Vegas, NV 89148

702.433.0149

www.levelprop.com

702.444.2416 Fax

| Code | Date | Amount | Balance | Check# | Memo |
|------|------------|--------|-----------|--------|--------------------------------|
| Fine | 8/20/2010 | 100.00 | 7,400.00 | | 06/02/10: Maintenance & Repair |
| Fine | 9/9/2010 | 100.00 | 7,500.00 | | |
| Fine | 9/9/2010 | 100.00 | 7,600.00 | | |
| Fine | 9/9/2010 | 100.00 | 7,700.00 | | |
| Fine | 9/9/2010 | 100.00 | 7,800.00 | | |
| Fine | 9/9/2010 | 100.00 | 7,900.00 | | |
| Fine | 9/9/2010 | 100.00 | 8,000.00 | | |
| Fine | 9/9/2010 | 100.00 | 8,100.00 | | 06/02/10: Maintenance & Repair |
| Fine | 9/22/2010 | 100.00 | 8,200.00 | | |
| Fine | 9/22/2010 | 100.00 | 8,300.00 | | |
| Fine | 9/22/2010 | 100.00 | 8,400.00 | | |
| Fine | 9/22/2010 | 100.00 | 8,500.00 | | |
| Fine | 10/7/2010 | 100.00 | 8,600.00 | | 06/02/10: Maintenance & Repair |
| Fine | 10/7/2010 | 100.00 | 8,700.00 | | |
| Fine | 10/7/2010 | 100.00 | 8,800.00 | | |
| Fine | 10/7/2010 | 100.00 | 8,900.00 | | 06/02/10: Maintenance & Repair |
| Fine | 10/7/2010 | 100.00 | 9,000.00 | | |
| Fine | 10/7/2010 | 100.00 | 9,100.00 | | |
| Fine | 10/22/2010 | 100.00 | 9,200.00 | | 06/02/10: Maintenance & Repair |
| Fine | 10/22/2010 | 100.00 | 9,300.00 | | |
| Fine | 10/22/2010 | 100.00 | 9,400.00 | | |
| Fine | 10/22/2010 | 100.00 | 9,500.00 | | 06/02/10: Maintenance & Repair |
| Fine | 10/22/2010 | 100.00 | 9,600.00 | | |
| Fine | 10/22/2010 | 100.00 | 9,700.00 | | |
| Fine | 11/5/2010 | 100.00 | 9,800.00 | | |
| Fine | 11/5/2010 | 100.00 | 9,900.00 | | |
| Fine | 11/5/2010 | 100.00 | 10,000.00 | | 06/02/10: Maintenance & Repair |
| Fine | 11/5/2010 | 100.00 | 10,100.00 | | 06/02/10: Maintenance & Repair |
| Fine | 12/15/2010 | 100.00 | 10,200.00 | | 06/02/10: Maintenance & Repair |
| Fine | 12/15/2010 | 100.00 | 10,300.00 | | |
| Fine | 12/15/2010 | 100.00 | 10,400.00 | | 06/02/10: Maintenance & Repair |
| Fine | 12/15/2010 | 100.00 | 10,500.00 | | |
| Fine | 12/15/2010 | 100.00 | 10,600.00 | | 06/02/10: Maintenance & Repair |
| Fine | 12/15/2010 | 100.00 | 10,700.00 | | |
| Fine | 12/15/2010 | 100.00 | 10,800.00 | | 06/02/10: Maintenance & Repair |
| Fine | 12/15/2010 | 100.00 | 10,900.00 | | |
| Fine | 12/15/2010 | 100.00 | 11,000.00 | | 06/02/10: Maintenance & Repair |
| Fine | 12/15/2010 | 100.00 | 11,100.00 | | |
| Fine | 12/15/2010 | 100.00 | 11,200.00 | | 06/02/10: Maintenance & Repair |
| Fine | 12/15/2010 | 100.00 | 11,300.00 | | |
| Fine | 1/20/2011 | 100.00 | 11,400.00 | | 06/02/10: Maintenance & Repair |

Include your account number and make checks payable to:

Shadow Mountain Ranch Community Association

PO Box 64114

Phoenix, AZ 85082

Shadow Mountain Ranch Community Association

c/o Level Property Management

8966 Spanish Ridge Ave #100

Las Vegas, NV 89148

702.433.0149

www.levelprop.com

702.444.2416 Fax

| Code | Date | Amount | Balance | Check# | Memo |
|------------------|--------------|--------------|-----------|----------|---------------------------------|
| Fine | 1/20/2011 | 100.00 | 11,500.00 | | 06/02/10: Maintenance & Repair |
| Fine | 1/20/2011 | 100.00 | 11,600.00 | | 06/02/10: Maintenance & Repair |
| Fine | 1/20/2011 | 100.00 | 11,700.00 | | 06/02/10: Maintenance & Repair |
| Fine | 1/20/2011 | 100.00 | 11,800.00 | | 06/02/10: Maintenance & Repair |
| Fine | 1/27/2011 | 100.00 | 11,900.00 | | 12/15/10: Landscape Maintenance |
| Fine | 2/11/2011 | 100.00 | 12,000.00 | | 12/15/10: Landscape Maintenance |
| Fine | 2/11/2011 | 100.00 | 12,100.00 | | 06/02/10: Maintenance & Repair |
| Fine | 2/11/2011 | 100.00 | 12,200.00 | | 06/02/10: Maintenance & Repair |
| Fine | 2/11/2011 | 100.00 | 12,300.00 | | 06/02/10: Maintenance & Repair |
| Fine | 3/1/2011 | 100.00 | 12,400.00 | | 12/15/10: Landscape Maintenance |
| Fine | 3/1/2011 | 100.00 | 12,500.00 | | 06/02/10: Maintenance & Repair |
| Fine | 3/1/2011 | 100.00 | 12,600.00 | | 06/02/10: Maintenance & Repair |
| Fine | 3/1/2011 | 100.00 | 12,700.00 | | 06/02/10: Maintenance & Repair |
| Fine | 3/9/2011 | 100.00 | 12,800.00 | | 12/15/10: Landscape Maintenance |
| Fine | 3/9/2011 | 100.00 | 12,900.00 | | 06/02/10: Maintenance & Repair |
| Fine | 4/14/2011 | 100.00 | 13,000.00 | | 06/02/10: Maintenance & Repair |
| Fine | 4/14/2011 | 100.00 | 13,100.00 | | 06/02/10: Maintenance & Repair |
| Fine | 4/14/2011 | 100.00 | 13,200.00 | | 06/02/10: Maintenance & Repair |
| Fine | 4/14/2011 | 100.00 | 13,300.00 | | 06/02/10: Maintenance & Repair |
| Fine | 5/9/2011 | 100.00 | 13,400.00 | | 12/15/10: Landscape Maintenance |
| Fine | 5/9/2011 | 100.00 | 13,500.00 | | 06/02/10: Maintenance & Repair |
| Fine | 5/9/2011 | 100.00 | 13,600.00 | | 06/02/10: Maintenance & Repair |
| Fine | 5/9/2011 | 100.00 | 13,700.00 | | 06/02/10: Maintenance & Repair |
| Fine | 5/9/2011 | 100.00 | 13,800.00 | | 06/02/10: Maintenance & Repair |
| Fine | 5/9/2011 | 100.00 | 13,900.00 | | 12/15/10: Landscape Maintenance |
| Fine | 5/9/2011 | 100.00 | 14,000.00 | | 06/02/10: Maintenance & Repair |
| Balance Transfer | 6/14/2011 | -14,000.00 | 0.00 | | |
| Current | 30 - 59 Days | 60 - 89 Days | >90 Days | Balance: | 0.00 |
| 0.00 | 0.00 | 0.00 | 0.00 | | |

Include your account number and make checks payable to:

Shadow Mountain Ranch Community Association

PO Box 64114

Phoenix, AZ 85082

Shadow Mountain Ranch Community Association

c/o Level Property Management

8966 Spanish Ridge Ave #100

Las Vegas, NV 89148

702.433.0149

www.levelprop.com

702.444.2416 Fax

Magnolia Gotera
1090 Twin Creeks Dr
Salinas, CA 93905

Property Address: 5327 Marsh Butte St.

Account #: 21103

| Code | Date | Amount | Balance | Check# | Memo |
|---------|------------|--------|----------|--------|--------------------|
| Beg Bal | 12/31/2008 | 588.00 | 588.00 | | Begin Balance |
| MA | 1/1/2009 | 23.00 | 611.00 | | Monthly Assessment |
| LF | 1/15/2009 | 10.00 | 621.00 | | |
| MA | 2/1/2009 | 23.00 | 644.00 | | Monthly Assessment |
| LF | 2/15/2009 | 10.00 | 654.00 | | |
| MA | 3/1/2009 | 23.00 | 677.00 | | Monthly Assessment |
| MA | 4/1/2009 | 23.00 | 700.00 | | Monthly Assessment |
| LF | 4/16/2009 | 10.00 | 710.00 | | Late Fee Processed |
| MA | 5/1/2009 | 23.00 | 733.00 | | Monthly Assessment |
| LF | 5/16/2009 | 10.00 | 743.00 | | Late Fee Processed |
| MA | 6/1/2009 | 23.00 | 766.00 | | Monthly Assessment |
| LF | 6/16/2009 | 10.00 | 776.00 | | Late Fee Processed |
| MA | 7/1/2009 | 23.00 | 799.00 | | Monthly Assessment |
| LF | 7/16/2009 | 10.00 | 809.00 | | Late Fee Processed |
| MA | 8/1/2009 | 23.00 | 832.00 | | Monthly Assessment |
| LF | 8/16/2009 | 10.00 | 842.00 | | Late Fee Processed |
| MA | 9/1/2009 | 23.00 | 865.00 | | Monthly Assessment |
| LF | 9/16/2009 | 10.00 | 875.00 | | Late Fee Processed |
| MA | 10/1/2009 | 23.00 | 898.00 | | Monthly Assessment |
| LF | 10/16/2009 | 10.00 | 908.00 | | Late Fee Processed |
| MA | 11/1/2009 | 23.00 | 931.00 | | Monthly Assessment |
| LF | 11/16/2009 | 10.00 | 941.00 | | Late Fee Processed |
| MA | 12/1/2009 | 23.00 | 964.00 | | Monthly Assessment |
| LF | 12/16/2009 | 10.00 | 974.00 | | Late Fee Processed |
| MA | 1/1/2010 | 23.00 | 997.00 | | Monthly Assessment |
| LF | 1/16/2010 | 10.00 | 1,007.00 | | Late Fee Processed |
| MA | 2/1/2010 | 23.00 | 1,030.00 | | Monthly Assessment |
| LF | 2/16/2010 | 10.00 | 1,040.00 | | Late Fee Processed |
| MA | 3/1/2010 | 23.00 | 1,063.00 | | Monthly Assessment |
| LF | 3/16/2010 | 10.00 | 1,073.00 | | Late Fee Processed |
| MA | 4/1/2010 | 23.00 | 1,096.00 | | Monthly Assessment |
| LF | 4/16/2010 | 10.00 | 1,106.00 | | Late Fee Processed |

Include your account number and make checks payable to:

Shadow Mountain Ranch Community Association

PO Box 64114

Phoenix, AZ 85082

Shadow Mountain Ranch Community Association

c/o Level Property Management

8966 Spanish Ridge Ave #100

Las Vegas, NV 89148

702.433.0149

www.levelprop.com

702.444.2416 Fax

| Code | Date | Amount | Balance | Check# | Memo |
|--------------------|------------|-----------|----------|--------|---|
| MA | 5/1/2010 | 23.00 | 1,129.00 | | Monthly Assessment |
| LF | 5/16/2010 | 10.00 | 1,139.00 | | Late Fee Processed |
| MA | 6/1/2010 | 23.00 | 1,162.00 | | Monthly Assessment |
| Late Fee | 6/16/2010 | 10.00 | 1,172.00 | | Late Fee Processed |
| Monthly Assessment | 7/1/2010 | 23.00 | 1,195.00 | | Monthly Assessment |
| Late Fee | 7/16/2010 | 10.00 | 1,205.00 | | Late Fee Processed |
| Monthly Assessment | 8/1/2010 | 23.00 | 1,228.00 | | Monthly Assessment |
| Late Fee | 8/16/2010 | 10.00 | 1,238.00 | | Late Fee Processed |
| Monthly Assessment | 9/1/2010 | 23.00 | 1,261.00 | | Monthly Assessment |
| Late Fee | 9/16/2010 | 10.00 | 1,271.00 | | Late Fee Processed |
| Monthly Assessment | 10/1/2010 | 23.00 | 1,294.00 | | Monthly Assessment |
| Legal Fees | 10/6/2010 | 575.00 | 1,869.00 | | Legal Fees for Compliance & Demand Lette |
| Late Fee | 10/16/2010 | 10.00 | 1,879.00 | | Late Fee Processed |
| Monthly Assessment | 11/1/2010 | 23.00 | 1,902.00 | | Monthly Assessment |
| Nuisance Abatement | 11/1/2010 | 395.00 | 2,297.00 | | Nuisance abatement-landscaping |
| Nuisance Abatement | 11/1/2010 | 225.00 | 2,522.00 | | Nuisance abatement-pigeon clean up/contro |
| Late Fee | 11/16/2010 | 10.00 | 2,532.00 | | Late Fee Processed |
| Monthly Assessment | 12/1/2010 | 23.00 | 2,555.00 | | Monthly Assessment |
| Late Fee | 12/16/2010 | 10.00 | 2,565.00 | | Late Fee Processed |
| Late Fee | 12/31/2010 | 2.42 | 2,567.42 | | Late Fee Processed |
| Monthly Assessment | 1/1/2011 | 23.00 | 2,590.42 | | Monthly Assessment |
| Late Fee | 1/16/2011 | 10.00 | 2,600.42 | | Late Fee Processed |
| Interest | 1/31/2011 | 2.52 | 2,602.94 | | Late Fee Processed |
| Monthly Assessment | 2/1/2011 | 23.00 | 2,625.94 | | Monthly Assessment |
| Late Fee | 2/16/2011 | 10.00 | 2,635.94 | | Late Fee Processed |
| Interest | 2/28/2011 | 2.72 | 2,638.66 | | Late Fee Processed |
| Monthly Assessment | 3/1/2011 | 23.00 | 2,661.66 | | Monthly Assessment |
| Late Fee | 3/16/2011 | 10.00 | 2,671.66 | | Late Fee Processed |
| Interest | 3/31/2011 | 2.72 | 2,674.38 | | Late Fee Processed |
| Monthly Assessment | 4/1/2011 | 23.00 | 2,697.38 | | Monthly Assessment |
| Waive Late Fee | 4/14/2011 | -2.52 | 2,694.86 | | Reverse interest per BOD |
| Waive Late Fee | 4/14/2011 | -2.72 | 2,692.14 | | Reverse interest per BOD |
| Waive Late Fee | 4/14/2011 | -2.72 | 2,689.42 | | Reverse interest per BOD |
| Late Fee | 4/16/2011 | 10.00 | 2,699.42 | | Late Fee Processed |
| Monthly Assessment | 5/1/2011 | 23.00 | 2,722.42 | | Monthly Assessment |
| Late Fee | 5/16/2011 | 10.00 | 2,732.42 | | Late Fee Processed |
| Waive Late Fee | 5/25/2011 | -2.42 | 2,730.00 | | Reverse interest per BOD |
| Balance Transfer | 6/14/2011 | -2,730.00 | 0.00 | | |

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

Include your account number and make checks payable to:

Shadow Mountain Ranch Community Association

PO Box 64114

Phoenix, AZ 85082

Michele W. Shafe, Assessor

REAL PROPERTY PARCEL RECORD

[Click Here for a Print Friendly Version](#)

| | | | | | |
|--------------|-------------|-----------------|-------------------|--------------------|------------|
| Assessor Map | Aerial View | Building Sketch | Ownership History | Neighborhood Sales | New Search |
|--------------|-------------|-----------------|-------------------|--------------------|------------|

| GENERAL INFORMATION | |
|--|--|
| PARCEL NO. | 163-30-312-007 |
| OWNER AND MAILING ADDRESS | MOORE STACY 5327 MARSH BUTTE ST LAS VEGAS NV 89148-4669 |
| LOCATION ADDRESS CITY/UNINCORPORATED TOWN | 5327 MARSH BUTTE ST SPRING VALLEY |
| ASSESSOR DESCRIPTION | SECTION 30 R2-60 70 #5 PLAT BOOK 102 PAGE 28 LOT 7 BLOCK 1 SEC 30 TWP 21 RNG 60 |
| RECORDED DOCUMENT NO. | * 20110527:04011 |
| RECORDED DATE | 05/27/2011 |
| VESTING | NO STATUS |

*Note: Only documents from September 15, 1999 through present are available for viewing.

| ASSESSMENT INFORMATION AND SUPPLEMENTAL VALUE | |
|---|-------|
| TAX DISTRICT | 417 |
| APPRAISAL YEAR | 2012 |
| FISCAL YEAR | 12-13 |
| SUPPLEMENTAL IMPROVEMENT VALUE | 0 |
| SUPPLEMENTAL IMPROVEMENT ACCOUNT NUMBER | N/A |

| REAL PROPERTY ASSESSED VALUE | | |
|--------------------------------|---------|---------|
| FISCAL YEAR | 2012-13 | 2013-14 |
| LAND | 14000 | 10500 |
| IMPROVEMENTS | 82457 | 55529 |
| PERSONAL PROPERTY | 0 | 0 |
| EXEMPT | 0 | 0 |
| GROSS ASSESSED (SUBTOTAL) | 96457 | 66029 |
| TAXABLE LAND+IMP (SUBTOTAL) | 275591 | 188654 |
| COMMON ELEMENT ALLOCATION ASSD | 0 | 0 |
| TOTAL ASSESSED VALUE | 96457 | 66029 |

NATIONSTAR00216
JA_1982

| | | |
|----------------------------|--------|--------|
| TOTAL TAXABLE VALUE | 275591 | 188654 |
|----------------------------|--------|--------|

[Click here for Treasurer Information regarding real property taxes.](#)

[Click here for Flood Control Information.](#)

| ESTIMATED LOT SIZE AND APPRAISAL INFORMATION | |
|---|--------------------------------|
| ESTIMATED SIZE | 0.17 Acres |
| ORIGINAL CONST. YEAR | 2003 |
| LAST SALE PRICE MONTH/YEAR | 535000 11/05 |
| LAND USE | 1-10 RESIDENTIAL SINGLE FAMILY |
| DWELLING UNITS | 1 |

| PRIMARY RESIDENTIAL STRUCTURE | | | | | |
|--------------------------------------|------|------------------------|---------------|-----------------------------|---------------|
| TOTAL LIVING SQ. FT. | 2614 | CARPORT SQ. FT. | 0 | ADDN/CONV | NONE |
| 1ST FLOOR SQ. FT. | 2614 | STORIES | ONE STORY | POOL | NO |
| 2ND FLOOR SQ. FT. | 0 | BEDROOMS | 3 | SPA | NO |
| BASEMENT SQ. FT. | 0 | BATHROOMS | 2 FULL 1 HALF | TYPE OF CONSTRUCTION | FRAME STUCCO |
| GARAGE SQ. FT. | 605 | FIREPLACE | 0 | ROOF TYPE | CONCRETE TILE |
| CASITA SQ. FT.* | 0 | | | | |

*Note: Casita square footage not included in Total Living square footage.

| ASSESSORMAP VIEWING GUIDELINES | |
|---------------------------------------|---|
| MAP | 163303 |
| | <p>In order to view the Assessor map you must have Adobe Reader installed on your computer system.</p> <p>If you do not have the Reader it can be downloaded from the Adobe site by clicking the following button. Once you have downloaded and installed the Reader from the Adobe site, it is not necessary to perform the download a second time to access the maps.</p> |

NOTE: THIS RECORD IS FOR ASSESSMENT USE ONLY. NO LIABILITY IS ASSUMED
AS TO THE ACCURACY OF THE DATA DELINEATED HEREON.

NATIONSTAR00217
JA_1983



Bankruptcy Party Search
Sat Mar 2 16:37:38 2013
8 records found

User: rk0456 P

Client:

Search: Bankruptcy Party Search Name MOORE, STACY All Courts Page: 1 court: nvbke

| Party Name ▼ | Court | Case | Ch | Date Filed | Date Closed | Disposition |
|------------------------------|-----------------------|-------------------------------|--------------------|----------------------------|-----------------------------|--|
| 1 MOORE, STACY RENEE (db) | nvbke | 3:98-bk-31377 | 7 | 05/18/1998 | 09/01/1998 | Discharged 08/25/1998 |
| 2 MOORE, STACY W (db) | nvbke | 2:10-bk-32300 | 13 | 11/29/2010 | 10/20/2011 | Dismissed for failure to make plan payments 09/19/2011 |
| 3 MOORE, STACY W (db) | nvbke | 2:11-bk-18362 | 13 | 05/27/2011 | 10/14/2011 | Dismissed for failure to make plan payments 09/20/2011 |
| 4 MOORE, STACY W (db) | nvbke | 2:12-bk-16627 | 13 | 06/01/2012 | 10/24/2012 | Dismissed for failure to make plan payments 09/20/2012 |
| 5 MOORE, STACY W (db) | nvbke | 2:12-bk-20535 | 13 | 09/13/2012 | 12/04/2012 | Dismissed for failure to pay filing fee and to file information 11/15/2012 |
| 6 MOORE, STACY W. (db) | nvbke | 2:98-bk-21704 | 13 | 03/03/1998 | 08/18/2000 | |
| 7 MOORE, STACY W. (db) | nvbke | 2:12-bk-10098 | 13 | 01/05/2012 | 04/26/2012 | Dismissed for failure to make plan payments 04/10/2012 |
| 8 MOORE, STACY WARD (db) | nvbke | 2:00-bk-18897 | 13 | 11/22/2000 | 07/05/2001 | |

Receipt 03/02/2013 16:37:50 63426893

User rk0456 P

Client

Description Bankruptcy Party Search

Name MOORE, STACY All Courts Page: 1 court: nvbke

Pages 1 (\$0.10)

NATIONSTAR00218

JA_1984

REAL ESTATE LISTING REPORT

Customer: Alessi & Koenig, LLC
Report No.: 01415-3149
Fee: \$85.00
Effective Date: February 27, 2013
Property Address: 5327 Marsh Butte Street
Las Vegas, NV 89148

Property Legal Description:

SEE EXHIBIT "A" ATTACHED HERETO

The Agent has searched its internal title plant records, applicable governmental records regarding property taxes, and such other public records for the County in which the land is located, which are normally search in the conduct of a title examination, and has determined that, as of 8:00 a.m. on the Effective Date:

1. Fee simple title to the Property is vested as follows:

Magnolia Gotera, a single woman

2. According to those public records which, under the recording laws impart constructive notice of lien or encumbrance matters relating to title to the Property, only the following matters appear in such records relating to the Property:

- a. NOTE: Taxes for the fiscal year 2012 - 2013 have been paid in full, in the amount of \$2,893.45.
APN: 163-30-312-007

- b. DEED OF TRUST: A Deed of Trust to secure an indebtedness of the amount stated herein, and any other amounts payable under the terms thereof.
Dated : November 10, 2005
Amount : \$508,250.00
Tristor : Magnolia Gotera, a single woman
Trustee : CTC Real Estate Services
Beneficiary : Mortgage Electronic Registration Systems, Inc., solely as nominee for Countrywide Home Loans, Inc.
Recorded : November 21, 2005
Book : 20051121
Document No. : 0005567, of Official Records.

NOTICE OF DEFAULT under the terms of above Deed of Trust as follows:

Recorded : January 22, 2008
Book : 20080122
Document No. : 0002564, of Official Records.

SUBSTITUTION OF TRUSTEE: An instrument substitutes the Trustee of said Deed of Trust

New Trustee : Recontrust Company
Dated : January 22, 2008
Recorded : January 24, 2008
Book : 20080124

Document No. :0002192, of Official Records.

NOTICE OF RESCISSION OF DEFAULT under the terms of above Deed of Trust as follows:

Recorded : March 20, 2008
Book : 20080320
Document No. : 0001352, of Official Records.

ASSIGNMENT: The Beneficial interest of record under said Deed of Trust was assigned

To :U.S. Bank, National Association, as Trustee for the Certificateholders of the LXS 2006-4N Trust
Fund

Recorded :November 2, 2011
Document No. :201111020000754, of Official Records.

c. LIEN: A claim of lien

By :Alessi Trustee Corporation on behalf of Shadow Mountain Ranch HOA
Amount Claimed :\$957.00
Recorded :May 7, 2008
Book No. :20080507
Document No. :0001731, of Official Records.

NOTICE OF DEFAULT under the terms of above Lien as follows:

Recorded :July 23, 2008
Book :20080723
Document No. :0001378, of Official Records.

NOTICE OF DEFAULT under the terms of above Lien as follows:

Recorded :April 30, 2009
Book :20090430
Document No. :0003136, of Official Records.

NOTICE OF DEFAULT under the terms of above Lien as follows:

Recorded :July 1, 2010
Document No. :201007010000190, of Official Records.

NOTICE OF TRUSTEE'S SALE under the terms of above Lien as follows:

Recorded :January 26, 2011
Document No. :201101260002852, of Official Records.

d. LIEN: A claim of lien

By :Republic Services
Amount Claimed :\$89.62
Recorded :October 7, 2008
Book No. :20081007
Document No. :0003984, of Official Records.

e. LIEN: A claim of lien

By :Republic Services
Amount Claimed :\$78.90
Recorded :November 14, 2008
Book No. :20081114
Document No. :0002278, of Official Records.

f. LIEN: A claim of lien

By :Republic Services
Amount Claimed :\$124.23
Recorded :September 4, 2009
Document No. :200909040000208, of Official Records.

g. LIEN: A claim of lien

By :Republic Services
Amount Claimed :\$84.66
Recorded :April 1, 2010
Document No. :201004010000354, of Official Records.

h. LIEN: A claim of lien

By :Republic Silver State Disposal, Inc.,
Amount Claimed :\$85.14
Recorded :April 19, 2011
Document No. :201104190001509, of Official Records.

i. LIEN: A claim of lien

By :Republic Silver State Disposal, Inc.,
Amount Claimed :\$127.47
Recorded :May 31, 2011
Document No. :201105310002660, of Official Records.

j. LIEN: A claim of lien

By :Alessi & Koenig, LLC on behalf of Shadow Mountain Ranch Community Association
Amount Claimed :\$6,448.00
Recorded :September 11, 2012
Document No. :201209110002023, of Official Records.

k. THE EFFECT of that certain Grant Deed executed on May 27, 2011 by and between Gotera Magnolia and JBWNO Revocable Living Trust and recorded May 27, 2011 as Document No. 201105270004010, of Official Records.

The above Deed is uninsured and is being considered as invalid.

l. THE EFFECT of that certain Grant Deed executed on May 27, 2011 by and between JBWNO Revocable Living Trust and Stacy Moore and recorded May 27, 2011 as Document No. 201105270004011, of Official Records.

The above Deed is uninsured and is being considered as invalid.

This Report:

- a. Has been prepared only for Customer and may not be relied on by third parties.
- b. Is not a title insurance policy, guarantee or commitment to issue a title insurance policy. In the event a title insurance commitment, guarantee or policy is requested, additional exceptions may be shown on the commitment, guarantee or policy, which may include, but may not be limited to: (i) reservations and exceptions shown in the U.S. Patent; (ii) taxes and assessments not yet due and payable; (iii) easements, restrictions, covenants, conditions, and or other record matters; (iv) matters not shown by the public records but which would be disclosed by an inspection or inquiry of parties in possession; (v) conflicts in boundary lines, encroachments and other matters that would be disclosed by an accurate survey; (vi) mechanic's lien claims and (vii) easements or claims of easements not disclosed by the public records.

The **maximum liability** the Agent or the Agent's underwriter shall collectively have under this report is the amount of the Fee charged for the report, regardless of any errors or omissions contained herein.

THIS REPORT IS NOT AN ABSTRACT OF TITLE

EXHIBIT "A"
LEGAL DESCRIPTION

Lot 7 in Block 1 of Final Map of Section 30 R2-60/70 No. 5, as shown by Map thereof on File in Book 102 of Plats, Page 28 in the Office of the County Recorder of Clark County, Nevada

WE ASSUME NO LIABILITY IN CONNECTION WITH THIS REPORT BEYOND THE AMOUNT PAID FOR THIS REPORT.

THIS IS NOT A TITLE REPORT, since no examination has been made of the title to the above described property. Our search for documents is limited to this abstract of Deeds, Land Sale Contracts, Assignment of Contracts and Leases which have recorded since **February 27, 2013**; we have searched for no other documents. Therefore, the above listings do not include additional matters which might have been disclosed by an examination of the record title.

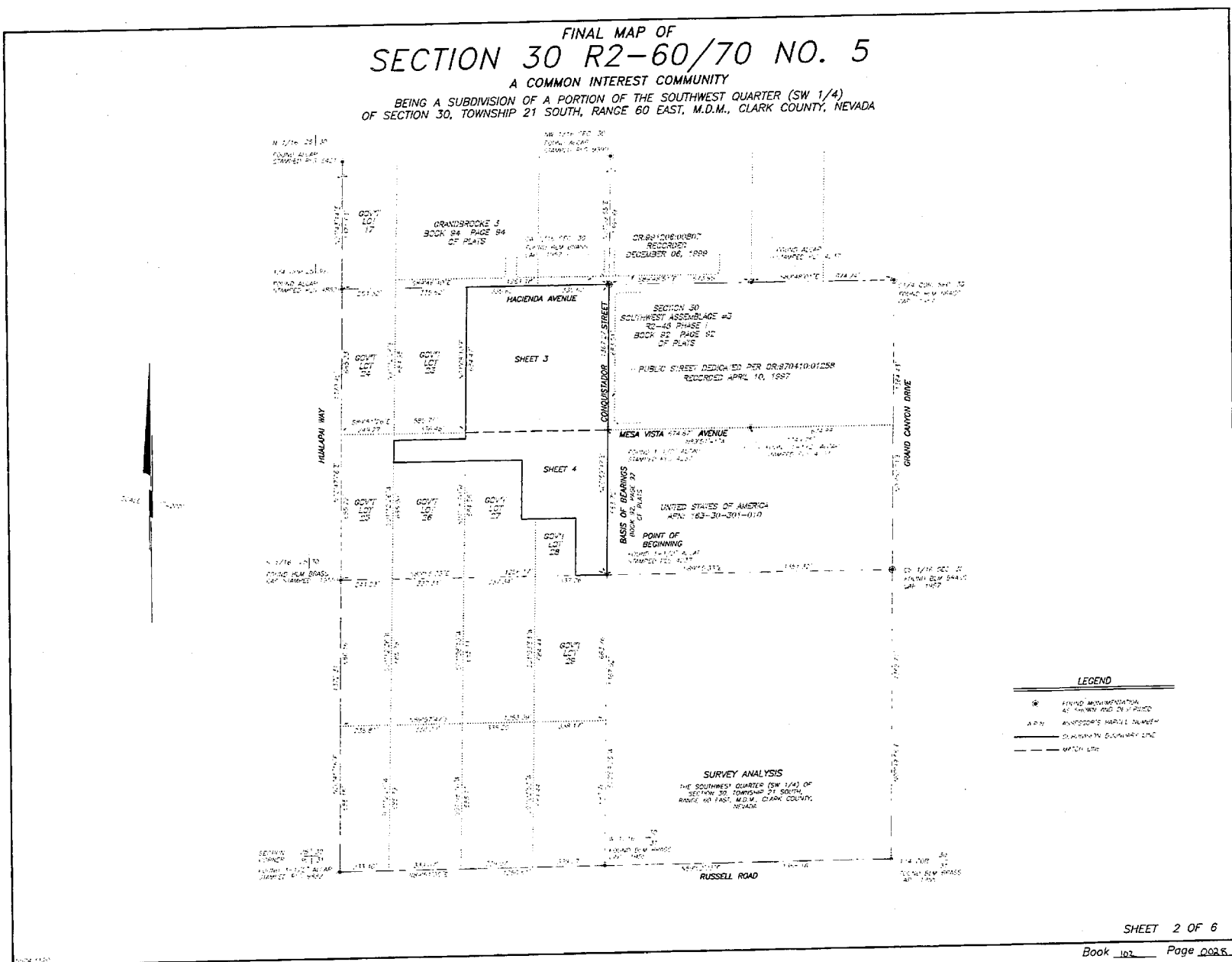
,

DA

EXHIBIT "A"
LEGAL DESCRIPTION

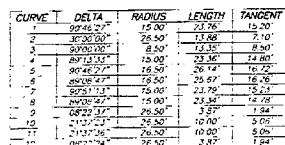
Lot 7 in Block 1 of Final Map of Section 30 R2-60/70 No. 5, as shown by Map thereof on File in Book 102 of Plats, Page 28 in the Office of the County Recorder of Clark County, Nevada

NATIONSTAR00224
JA 1990

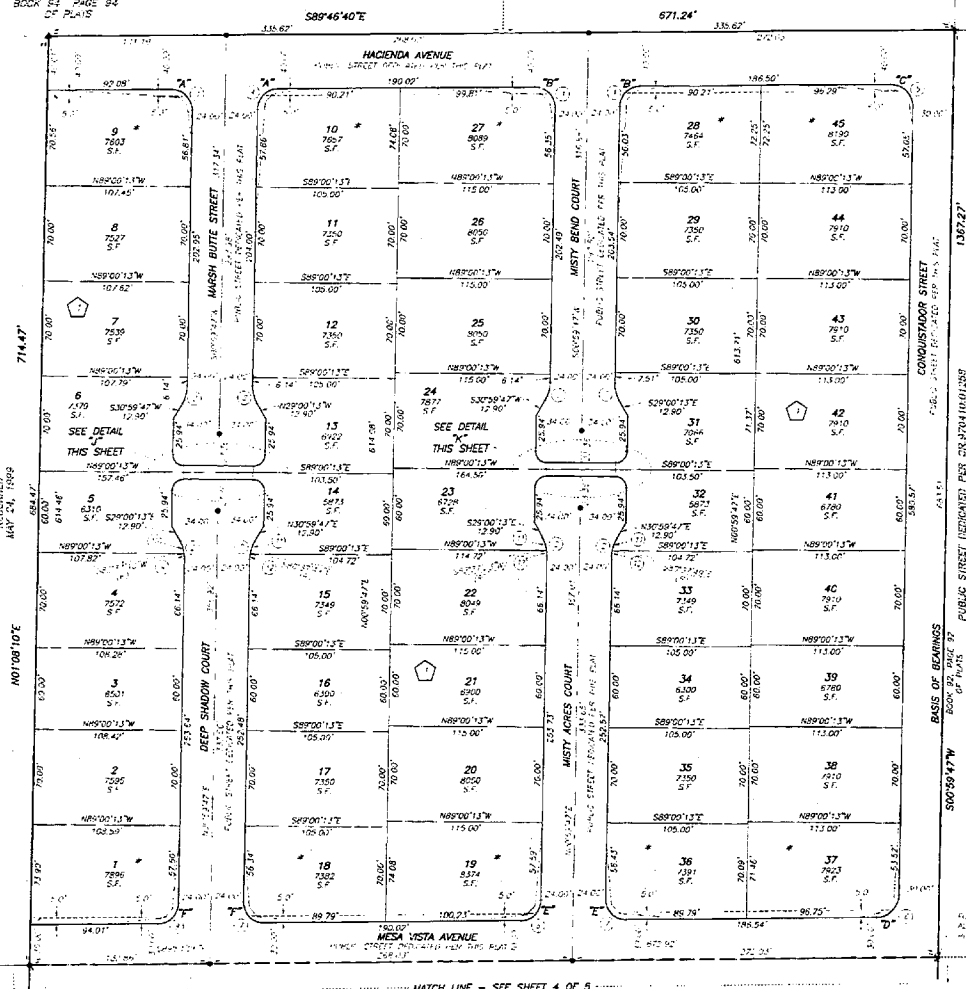


A COMMON INTEREST COMMUNITY

GR:991206:00807
RECORDED
DECEMBER 06, 1999

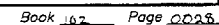


- NOTE**
 LINES: SET CONCRETE NAIL AND
 IS 9/32 IN THE REAR WALL ALONG
 JACKET. SET SAWCUT IN THE BACK
 OF THE LOT ON THE PROPERTY
 SET REBAR AND ALCAP STAMPED
 THERE IS NO BLOCK WALL



SHEET 3 OF 6

Book 102 Page 0028



NOTES

This map is for assessment use only and does NOT represent a survey.

No liability is assumed for the accuracy of the data delineated herein. Information on roads and other non-assessed parcels may be obtained from the Road Document Listing in the Assessor's Office.

This map is compiled from official records, including surveys and deeds, but only contains the information required for assessment. See the recorded documents for more detailed legal information.

USE THIS SCALE (FEET) WHEN MAP REDUCED FROM 11X17 ORIGINAL

ASSESSOR'S PARCELS - CLARK CO., NV.
Michele W. Shafe - Assessor

PARCEL BOUNDARY

SUB BOUNDARY

PMLD BOUNDARY

ROAD EASEMENT

MATCH / LEADER LINE

HISTORIC LOT LINE

HISTORIC SUB BOUNDARY

HISTORIC PMLD BOUNDARY

SECTION LINE

CONDOMINIUM UNIT

AIR SPACE PCL

RIGHT OF WAY PCL

SUB-SURFACE PCL

001 ROAD PARCEL NUMBER

001 PARCEL NUMBER

1.00 ACREAGE

202 PARCEL SUB/SEQ NUMBER

PB 24-45 PLAT RECORDING NUMBER

5 BLOCK NUMBER

5 LOT NUMBER

GL5 GOV. LOT NUMBER

T21S R60E

30

N 2 SW 4

163-30-3

136 137 138 139

165 164 163 162

174 175 176 177

184 193 192 191

6 5 4 3 2 1

7 8 9 10 11 12

13 14 15 16 17 18

19 20 21 22 23 24

25 26 27 28 29 30

8 4 8 4

5 1 5 1

6 2 6 2

7 3 7 3

8 4 8 4

5 1 5 1

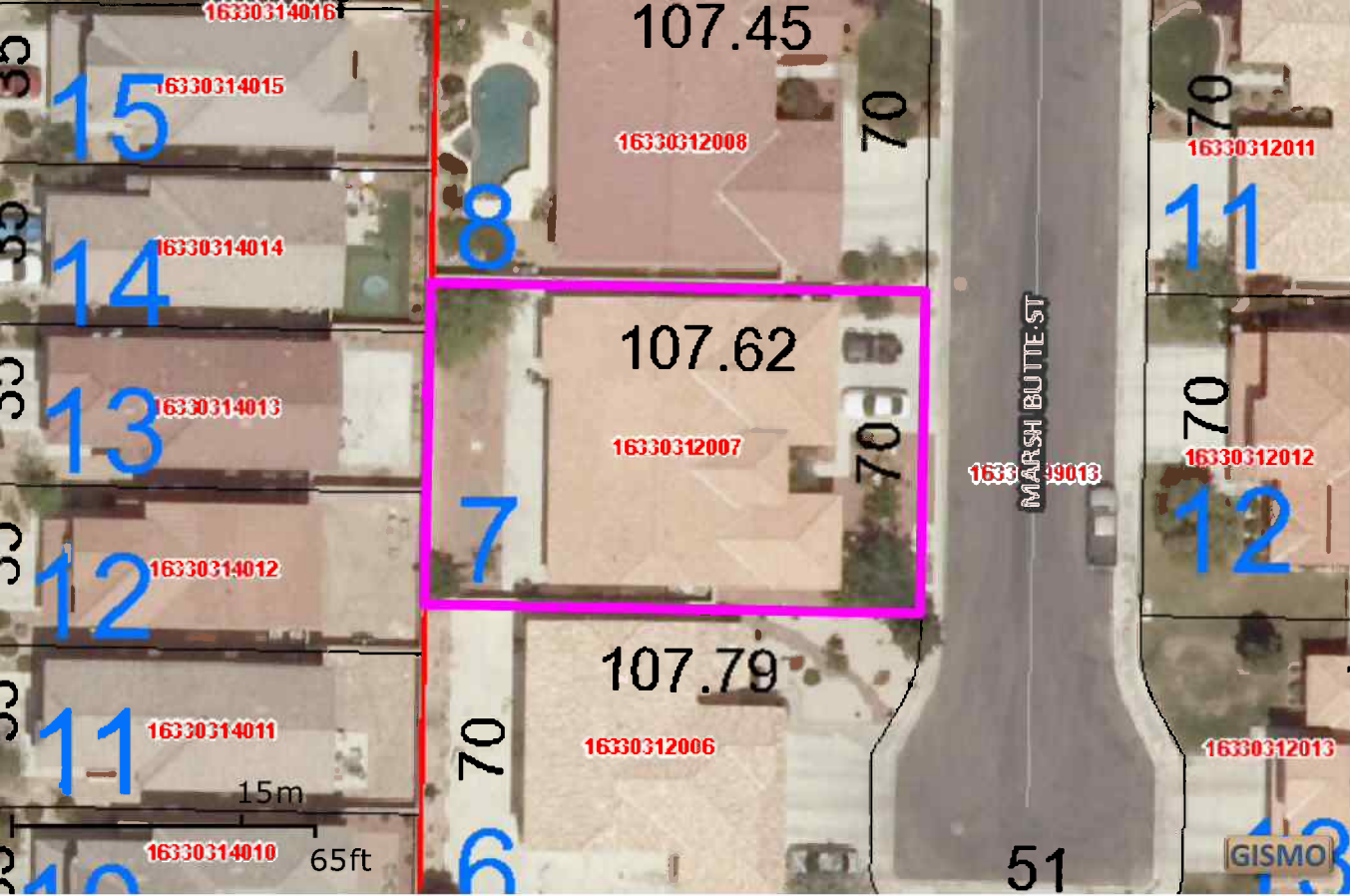
CLARK COUNTY
NEVADA

Scale: 1" = 200'

Rev: 02/08/2011

TAX DIST 417

NATIONSTAR00230
JA_1996





Treasurer

Laura B. Fitzpatrick
Clark County Treasurer

Print

Property Account Inquiry - Summary Screen

| | | | | |
|----------------------------|--------------------------|---------------------------|--------------------------|-----------------------------------|
| New Search | Recorder | Treasurer | Assessor | Clark County Home |
|----------------------------|--------------------------|---------------------------|--------------------------|-----------------------------------|

| | | | | | | | |
|-----------|----------------|----------|------|----------|-----|------|--------|
| Parcel ID | 163-30-312-007 | Tax Year | 2013 | District | 417 | Rate | 2.9328 |
|-----------|----------------|----------|------|----------|-----|------|--------|

| | |
|--------------------|---|
| Situs Address: | 5327 MARSH BUTTE ST SPRING VALLEY |
| Legal Description: | ASSESSOR DESCRIPTION: SECTION 30 R2-60 70 #5 PLAT BOOK 102 PAGE 28 LOT 7 BLOCK 1GEIOD: PT N2 SW4 SEC 30 21 60 |

| | | | |
|---------|--|------------------------------------|--------------------------|
| Status: | Property Characteristics | Property Values | Property Documents |
| Active | Tax Cap Increase Pct. 6.4 | Land 14000 | 2011052704011 5/27/2011 |
| Taxable | Tax Cap Limit Amount 2636.53 | Improvements 82457 | 2005112105566 11/21/2005 |
| | Tax Cap Reduction 192.36 | Total Assessed Value 96457 | 2002121803150 12/18/2002 |
| | Land Use 1-10: SINGLE FAMILY RESIDENCE | Net Assessed Value 96457 | 2002030801983 3/8/2002 |
| | Cap Type Other | Exemption Value New Construction 0 | 98102601438 10/26/1998 |
| | Supplemental Tax 0.00 | New Construction - Supp Value 0 | |

| Role | Name | Address | Since | To |
|-------|---------------------|--|------------|------------|
| Owner | MOORE STACY | 5327 MARSH BUTTE ST , LAS VEGAS, NV 89148-4669 UNITED STATES | 6/18/2011 | Current |
| Owner | MOORE STACY | 5327 MARSH BUTTE ST , LAS VEGAS, NV 89148-0000 UNITED STATES | 6/8/2011 | 6/17/2011 |
| Owner | GOTERA MAGNOLIA | 1090 TWIN CREEKS DR , SALINES, CA 93905-4821 UNITED STATES | 11/24/2005 | 6/7/2011 |
| Owner | GOTERA MAGNOLIA | 1090 TWIN CREEKS DR , SALINES, CA 93905-0000 UNITED STATES | 11/22/2005 | 11/23/2005 |
| Owner | YANG WEI HONG | 5327 MARSH BUTTE ST , LAS VEGAS, NV 89148-4669 UNITED STATES | 1/11/2003 | 11/21/2005 |
| Owner | YANG WEI HONG | 5327 MARSH BUTTE ST , LAS VEGAS, NV 89148-0000 UNITED STATES | 12/30/2002 | 1/10/2003 |
| Owner | PARDEE HOMES NEVADA | 10880 WILSHIRE BLVD #1900 , LOS ANGELES, CA 90024-4101 UNITED STATES | 8/1/2002 | 12/29/2002 |

| | | |
|--|-------------------------------------|-----------|
| Enter the date(mm/dd/yyyy) through which you wish to calculate any projected Penalties and Interest, that would be charged on the Balance Due amount shown below. (Click the Calculate Button.) | As Of Date: (Defaults to today.) | 3/7/2013 |
| | | Calculate |

| |
|----------------|
| Summary |
|----------------|

NATIONSTAR00232

JA_1998

| Item | Amount |
|--------------------|------------|
| Taxes as Assessed | \$2,828.89 |
| Less Cap Reduction | \$192.36 |
| Net Taxes | \$2,636.53 |

Detail of Amount Due

| Year | Charge Category | District | Charge | Minimum Due | Balance Due |
|---------------------------------|--------------------------|----------|-------------------|---------------|---------------|
| 2013 | Property Tax Principal | 417 | \$2,636.53 | \$0.00 | \$0.00 |
| 2013 | Recapture Principal | 417 | \$10.69 | \$0.00 | \$0.00 |
| 2013 | Sanitation - Delinq | SANCOLL | \$244.70 | \$0.00 | \$0.00 |
| 2013 | Las Vegas Artesian Basin | WATLV | \$1.53 | \$0.00 | \$0.00 |
| TOTAL Due as of 3/7/2013 | | | \$2,893.45 | \$0.00 | \$0.00 |

| Payment Posted | Receipt No. | Due Charges | Amount Paid |
|----------------|-------------|-------------|-------------|
| 2/21/2013 | 26766556 | \$672.50 | \$661.80 |
| 12/18/2012 | 26182992 | \$1,334.30 | \$661.80 |
| 10/4/2012 | 25875742 | \$1,996.11 | \$661.81 |
| 8/6/2012 | 24834736 | \$2,904.15 | \$908.04 |
| 3/2/2012 | 24455473 | \$643.55 | \$622.16 |
| 12/23/2011 | 23625961 | \$1,265.71 | \$622.16 |
| 9/29/2011 | 23023627 | \$1,887.88 | \$622.17 |
| 8/11/2011 | 22398871 | \$2,756.18 | \$868.30 |
| 3/2/2011 | 21635581 | \$582.77 | \$582.77 |
| 1/3/2011 | 21188640 | \$1,165.54 | \$582.77 |
| 10/4/2010 | 20570979 | \$1,748.31 | \$582.77 |
| 8/20/2010 | 20090848 | \$2,564.09 | \$815.78 |
| 3/2/2010 | 19216137 | \$713.97 | \$713.97 |
| 1/4/2010 | 18561955 | \$1,427.94 | \$713.97 |
| 10/5/2009 | 17937040 | \$2,141.91 | \$713.97 |
| 8/18/2009 | 17381265 | \$3,077.01 | \$935.10 |
| 3/4/2009 | 16625216 | \$693.18 | \$693.18 |
| 12/24/2008 | 15685640 | \$1,386.36 | \$693.18 |
| 10/16/2008 | 15475676 | \$2,079.54 | \$693.18 |
| 8/25/2008 | 14810872 | \$2,982.67 | \$903.13 |
| 3/11/2008 | 14088824 | \$672.99 | \$672.99 |
| 12/28/2007 | 13095509 | \$1,345.98 | \$672.99 |
| 10/1/2007 | 12556520 | \$2,018.97 | \$672.99 |
| 8/17/2007 | 11973208 | \$2,753.88 | \$734.91 |
| 3/5/2007 | 11277574 | \$653.39 | \$653.39 |
| 12/29/2006 | 10760378 | \$1,306.78 | \$653.39 |
| 10/4/2006 | 10180169 | \$1,928.43 | \$621.65 |
| 8/18/2006 | 9584252 | \$2,613.54 | \$685.11 |
| 12/29/2005 | 8229934 | \$541.98 | \$541.98 |
| 12/9/2005 | 8059884 | \$1,207.13 | \$665.15 |
| 10/12/2005 | 7695666 | \$1,995.45 | \$665.15 |
| 8/12/2005 | 6955448 | \$2,660.59 | \$665.14 |
| 3/9/2005 | 6592282 | \$615.88 | \$615.88 |
| 1/5/2005 | 5996332 | \$1,231.76 | \$615.88 |
| 10/5/2004 | 5469028 | \$1,847.64 | \$615.88 |
| 8/14/2004 | 4936011 | \$2,463.51 | \$615.87 |

NATIONSTAR00233

JA_1999

| | | | |
|------------|---------|------------|----------|
| 3/3/2004 | 4485344 | \$572.83 | \$572.83 |
| 12/29/2003 | 3867215 | \$1,145.66 | \$572.83 |
| 10/7/2003 | 3525460 | \$1,718.48 | \$572.82 |
| 8/19/2003 | 2970181 | \$2,291.32 | \$572.84 |
| 3/17/2003 | 2687195 | \$63.00 | \$63.00 |
| 1/3/2003 | 1963523 | \$126.00 | \$63.00 |
| 9/30/2002 | 1515924 | \$189.00 | \$63.00 |
| 9/23/2002 | 1494972 | \$253.45 | \$64.45 |

NOTE: For Fiscal Tax Year 2002, and prior, only the total tax year amount charged, and total tax year amount paid is displayed. The Receipt Date for 2002, and prior, is the last date during the tax year for which charges were placed on the property account.

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20051121-0005566
RECORDING REQUESTED BY:

Fidelity National Title Agency of Nevada
Escrow No. 05-191253-TH
Title Order No. 00191253

**When Recorded Mail Document
and Tax Statement To:**

Ms. Magnolia Gotera

1090 Twin Creeks Drive
Salinas, CA 93405

RPTT: 2,728.50

APN: 163-30-312-007

Fee: \$15.00 RPTT: \$2,728.50

N/C Fee: \$0.00

11/21/2005

14:38:39

T20050211957

Requestor:

FIDELITY NATIONAL TITLE

Frances Deane

JSB

Clark County Recorder

Pgs: 2

GRANT, BARGAIN, SALE DEEDTHIS INDENTURE WITNESSETH: That **Wei Hong Yang, An Unmarried Woman**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, do(es) hereby Grant,
Bargain, Sell and

Convey to **Magnolia Gotera, A Single Woman**

all that real property situated in the Clark County, State of Nevada, bounded and described as follows:

Lot 7 in Block 1 of Final Map of Section 30 R2-60/70 No. 5, as shown by map thereof on file in Book
102 of Plats, Page 28 in the Office of the County Recorder of Clark County, Nevada.

- SUBJECT TO: 1. Taxes for the fiscal year 2005-06
2. Covenants, Conditions, Reservations, Rights, Rights of Way and Easements
now of record.

Together with all and singular tenements, hereditaments and appurtenances thereunto belonging or
in anywise appertaining.

DATED: November 14, 2005

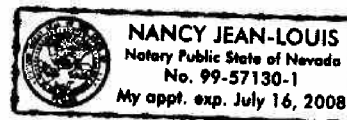
STATE OF NEVADA
COUNTY OF

Clark

This instrument was acknowledged before me
on November 14, 2005
by Wei Hong Yang

Signature Nancy Jean-Louis Notary PublicMy Commission Expires: 7/16/08

Wei Hong Yang
Wei Hong Yang



STATE OF NEVADA DECLARATION OF VALUE

1. Assessor Parcel Number(s)

- a) 163-30-312-007
 b) _____
 c) _____
 d) _____

2. Type of Property:

- a) ☐ Vacant Land b) ☒ Single Fam. Res.
 c) ☐ Condo/Twnhse d) ☐ 2 - 4 Plex
 e) ☐ Apt. Bldg. f) ☐ Comm'l/Ind'l
 g) ☐ Agricultural h) ☐ Mobile Home
☐ Other _____

FOR RECORDER'S OPTIONAL USE ONLY

Document/Instrument #: _____
 Book: _____ Page: _____
 Date of Recording: _____
 Notes: _____

3. Total Value/Sales Price of the Property \$ 535,000.00
 Deed in Lieu of Foreclosure Only (Value of Property) (_____)
 Transfer Tax Value: \$ 535,000.00
 Real Property Transfer Tax Due \$ 2,728.50

4. If Exemption Claimed:

- a. Transfer Tax Exemption per NRS 375.090, Section 0
 b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: 100%

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

Signature Wei Hong Yang Capacity Grantor

Signature _____ Capacity _____

SELLER (GRANTOR) INFORMATION
 (REQUIRED)

BUYER (GRANTEE) INFORMATION
 (REQUIRED)
Print Name: Wei Hong YangPrint Name: Magnolia GoteraAddress: 7201 Mission Hill Dr.Address: 1090 Twin Creeks Dr.City, State, Zip: Las Vegas NV 89103City, State, Zip: Salinas, CA 93905**COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)**Print Name: Fidelity National Title Agency of NevadaEscrow #: 05-191253-THAddress: 5597 W. Spring Mountain RoadCity, State and Zip: Las Vegas, NV 89102

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

(declval.wpd)(04-05)

Assessor's Parcel Number:
16330312007
After Recording Return To:
COUNTRYWIDE HOME LOANS, INC.

MS SV-79 DOCUMENT PROCESSING
P.O.Box 10423
Van Nuys, CA 91410-0423
Prepared By:
APRIL MESA
Recording Requested By:
J. KEPHART

COUNTRYWIDE HOME LOANS, INC.

650 WHITE DRIVE, STE 280
LAS VEGAS
NV 89119

20051121-0005567

Fee: \$39.00
N/C Fee: \$0.00

11/21/2005 14:38:39
T20050211957

Requestor:
FIDELITY NATIONAL TITLE

Frances Deane JSB
Clark County Recorder Pgs: 26

[Space Above This Line For Recording Data]

0519191253 00012143406811005
[Escrow/Closing #] [Doc ID #]

DEED OF TRUST

MIN 1000157-0006127350-0

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.

(A) "Security Instrument" means this document, which is dated NOVEMBER 10, 2005 together with all Riders to this document.

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

VMP -6A(NV) (0307) CHL (07/03)(d)

Page 1 of 16

VMP Mortgage Solutions - (800)521-7291

Initials: 

Form 3029 1/01



* 2 3 9 9 1 *



* 1 2 1 4 3 4 0 6 8 0 0 0 0 1 0 0 6 A *

DOC ID #: 00012143406811005

(B) "Borrower" is
MAGNOLIA GOTERA, A SINGLE WOMAN

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
P.O. Box 10219

Van Nuys, CA 91410-0219

(D) "Trustee" is
CTC REAL ESTATE SERVICES

400 COUNTRYWIDE WAY, MSN SV-88, SIMI VALLEY, CA 93065 , ,

(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 NOVEMBER 10, 2005
The Note states that Borrower owes Lender
FIVE HUNDRED EIGHT THOUSAND TWO HUNDRED FIFTY and 00/100

Dollars (U.S. \$ 508,250.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than DECEMBER 01, 2035

(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] |

(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.

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(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

Initials: 

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 -6A(NV) (0307) CHL (07/03)

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DOC ID #: 00012143406811005

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

[Type of Recording Jurisdiction]

CLARK

[Name of Recording Jurisdiction]

LOT 7 IN BLOCK 1 OF FINAL MAP OF SECTION 30 R2-60/70 NO. 5,
AS SHOWN BY MAP THEREOF ON FILE IN BOOK 102 OF PLATS, PAGE 28
IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.
ASSESSOR'S PARCEL NO: 163-30-312-007

which currently has the address of

5327 MARSH BUTTE STREET, LAS VEGAS

[Street/City]

Nevada 89148-4669 ("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

Initials: 

-6A(NV) (0307) CHL (07/03)

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DOC ID #: 00012143406811005

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

Initials: 

VMP® -6A(NV) (0307) CHL (07/03)

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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

Initials 

-6A(NV) (0307) CHL (07/03)

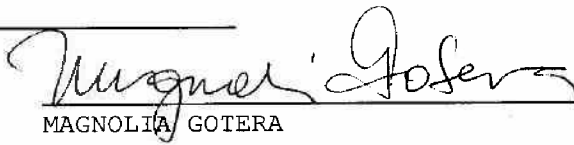
Page 14 of 16

Form 3029 1/01

DOC ID #: 00012143406811005

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.

Witnesses:


MAGNOLIA GOTERA

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower



-6A(NV) (0307) CHL (07/03)

Page 15 of 16

Form 3029 1/01

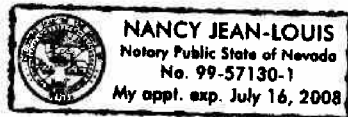
DOC ID #: 00012143406811005

STATE OF NEVADA
COUNTY OF*Clark*

This instrument was acknowledged before me on

November 15, 2005

by

Magnolia Gotera*Nancy Jean-Louis*Mail Tax Statements To:
TAX DEPARTMENT SV3-24450 American Street
Simi Valley CA, 93065

VMP -6A(NV) (0307)

CHL (07/03)

Page 16 of 16

Initials: *ML*

Form 3029 1/01

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

0519191253 00012143406811005
[Escrow/Closing #] [Doc ID #]

THIS ADJUSTABLE RATE RIDER is made this TENTH day of
NOVEMBER, 2005, 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:

5327 MARSH BUTTE STREET
LAS VEGAS, NV 89148-4669
[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 agrees 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 (12/04)(d)

Page 1 of 6



DOC ID #: 0001214340681

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

Interest will be charged on unpaid Principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 3.000 %. The interest rate I will pay may change.

The interest rate required by this Section 2 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 JANUARY, 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 & 75/1000 percentage point(s) (3.075 %) ("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.

I will make my monthly payments on the FIRST day of each month beginning on January, 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 DECEMBER 01, 2035, I still owe amounts under the Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

• PayOption MTA ARM Rider
1E310-XX (12/04)

Page 2 of 6

DOC ID #: 00012143406811005

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. \$ 2,142.80 , 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 JANUARY, 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 7.5% of my prior monthly
payment. This 7.5% 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. I also have the option to pay the Full Payment for my monthly
payment.

• PayOption MTA ARM Rider
1E310-XX (12/04)

Page 3 of 6

DOC ID #: 00012143406811005

(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 monthly payment would cause me to exceed that limit, I will instead pay a new monthly payment. This means that my monthly payment may change more frequently than annually and such payment changes will not be limited by the 7.5% 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 fifth 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, Lender may provide me with up to three (3) additional payment options that are **greater** than the Minimum Payment, which are called "Payment Options." I may be given the following Payment Options:

(i) **Interest Only Payment:** the amount that would pay the interest portion of the monthly payment at the current interest rate. 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) **Fully Amortized Payment:** the amount necessary to pay the loan off (Principal and interest) at the Maturity Date in substantially equal payments.

(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.

• PayOption MTA ARM Rider
1E310-XX (12/04)

Page 4 of 6

DOC ID #: 00012143406811005

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

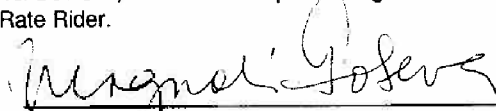
• PayOption MTA ARM Rider
1E310-XX (12/04)

Page 5 of 6

DOC ID #: 00012143406811005

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.



MAGNOLIA GOTERA

-Borrower

-Borrower

-Borrower

-Borrower

• PayOption MTA ARM Rider
1E310-XX (12/04)

Page 6 of 6

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 #:
16330312007

Prepared By:
APRIL MESA

0519191253
[Escrow/Closing #]

00012143406811005
[Doc ID #]

THIS PLANNED UNIT DEVELOPMENT RIDER is made this TENTH day of
NOVEMBER, 2005, 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 *AM*

VMP Mortgage Solutions, Inc. (800)521-7291

Form 3150 1/01



DOC ID #: 00012143406811005

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:

5327 MARSH BUTTE STREET
LAS VEGAS, NV 89148-4669
[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
SPRING VALLEY SECTION 30


[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)

Page 2 of 4

Form 3150 1/01

DOC ID #: 00012143406811005

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 #: 00012143406811005

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



MAGNOLIA GOTERA

(Seal)

- Borrower

(Seal)

- Borrower

(Seal)

- Borrower

(Seal)

- Borrower



Fee: \$15.00

N/C Fee: \$0.00

01/22/2008

14:06:36

T20080011770

Requestor:

FIDELITY NATIONAL DEFAULT SOLUTIONS TUS

Debbie Conway

DHG

Clark County Recorder Pgs: 2

WHEN RECORDED MAIL TO:
RECONTRUST COMPANY
 2380 Performance Dr, RGV-D7-450
 Richardson, TX 75082

Attn: Andre Jones

TS No. 08-02887

Title Order No. G802797

Investor/Insurer No. 121434068

APN No. 163-30-312-007

NEVADA IMPORTANT NOTICE

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

NOTICE IS HEREBY GIVEN THAT: RECONTRUST COMPANY, is acting as an agent for the Beneficiary under a Deed of Trust dated 11/10/2005, executed by MAGNOLIA GOTERA, A SINGLE WOMAN as Trustor, to secure certain obligations in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. as beneficiary recorded 11/21/2005, as Instrument No. 0005567 (or Book 20051121, Page N/A) of Official Records in the Office of the County Recorder of Clark County, Nevada. Said obligation including ONE NOTE FOR THE ORIGINAL sum of \$508,250.00. That a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of:

FAILURE TO PAY THE INSTALLMENT OF PRINCIPAL, INTEREST AND IMPOUNDS WHICH BECAME DUE ON 09/01/2007 AND ALL SUBSEQUENT INSTALLMENTS OF PRINCIPAL, INTEREST AND IMPOUNDS, TOGETHER WITH ALL LATE CHARGES, PLUS ADVANCES MADE AND COSTS INCURRED BY THE BENEFICIARY, INCLUDING FORECLOSURE FEES AND COSTS AND/OR ATTORNEYS' FEES. IN ADDITION, THE ENTIRE PRINCIPAL AMOUNT WILL BECOME DUE ON 12/01/2035 AS A RESULT OF THE MATURITY OF THE OBLIGATION ON THAT DATE.

That by reason thereof, the present beneficiary under such deed of trust has executed and delivered to RECONTRUST COMPANY a written Declaration of Default and Demand for sale, and has deposited with RECONTRUST COMPANY such deed of trust and all documents evidencing obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

NOTICE

You may have the right to cure the default hereon and reinstate the one obligation secured by such Deed Of Trust above described. Section NRS 107.080 permits certain defaults to be cured upon the payment of the amounts required by that statutory section without requiring payment of that portion of principal and interest which would not be due had no default occurred. Where reinstatement is possible, if the default is not cured within 35 days following recording and mailing of this Notice to Trustor or Trustor's successor in interest, the right of reinstatement will terminate and the property may there after be sold. The Trustor may have the right to bring court action to assert the non existence of a default or any other defense of Trustor to acceleration and sale. To determine if reinstatement is possible and the amount, if any, to cure the default, contact: Countrywide Home Loans, Inc, c/o RECONTRUST COMPANY, 2380 Performance Dr, RGV-D7-450, Richardson, TX 75082, PHONE: (800) 281-8219

Form nvnod (03/01)

DATED: JAN 22 2008

RECONTRUST COMPANY, as agent for the Beneficiary
By: CHICAGO TITLE - NEVADA, as AgentBY: *Gary Trafford*
GARY TRAFFORDState of: NEVADA
County of: CLARK

On 012208 before me TRACY N. LAWRENCE, notary public, personally appeared
GARY TRAFFORD, personally known to me (or proved to me on the basis of
satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to within instrument and acknowledged
to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

Witness my hand and official seal.




20080124-0002192

Fee: \$14.00

N/C Fee: \$0.00

01/24/2008

11:11:43

T20080013132

Requestor:

FIDELITY NATIONAL DEFAULT SOLUTIONS TUS

Debbie Conway

RMS

Clark County Recorder Pgs: 1

RECONTRUST COMPANY

AND WHEN RECORDED MAIL DOCUMENT TO:

RECONTRUST COMPANY

2380 Performance Dr, RGV-D7-450

Richardson, TX 75082

ATTN: Andre Jones

TS No. 08-02887

INVESTOR/INSURER No. 121434068

TSG No. G802797

apn-163-30 312 007

SUBSTITUTION OF TRUSTEE NEVADA

WHEREAS, MAGNOLIA GOTERA, A SINGLE WOMAN was the original Trustor, CTC REAL ESTATE SERVICES was the original Trustee, and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. was the original Beneficiary under that certain Deed of Trust dated 11/10/2005 recorded on 11/21/2005 as Instrument No. 0005567 in Book 20051121 Page N/A of Official Records of Clark County, Nevada;

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 RECONTRUST COMPANY, WHOSE ADDRESS IS: 2380 Performance Dr, RGV-D7-450, Richardson, TX 75082, 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.

DATED:

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

BY: 

Rebecca Witt, Assistant Secretary

State of:

Texas

County of:

Dallas

On 01/22/2008 before me

Andre D. Jones

, personally appeared

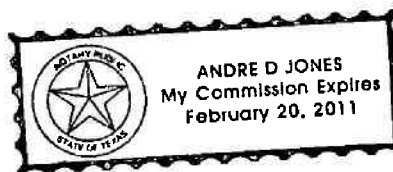
REBECCA WITT

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

Notary Public's Signature



Form nvsub (08/06)

20080320-0001352

WHEN RECORDED MAIL TO:

Magnolia Gotera
5327 MARSH BUTTE STREET
LAS VEGAS, NV 89148

Fee: \$14.00

N/C Fee: \$25.00

03/20/2008

12:20:57

T20080047889

Requestor:

FIDELITY NATIONAL DEFAULT SOLUTIONS TUS

Debbie Conway

JLB

Clark County Recorder Pgs: 1

TS No. 08-02887

Title Order No. G802797

Investor/Insurer No.

apn-163-30-312-007

RESCISSION OF ELECTION TO DECLARE DEFAULT
NEVADA

NOTICE IS HEREBY GIVEN that RECONTRUST COMPANY, acting as an agent for the Beneficiary does hereby rescind, cancel and withdraw the Notice of Default and Election to Sell hereinafter described, provided, however, that this rescission shall not be construed as waiving, curing, extending to, or affecting any default, either past, present or future, under such Deed of Trust, or as impairing any right or remedy thereunder, and it is and shall be deemed to be, only an election without prejudice not to cause a sale to be made pursuant to such Notice of Default and Election to Sell, and it shall not in any way alter or change any of the rights remedies or privileges secured to Beneficiary and/or Trustee under such Deed of Trust, nor modify, nor alter in any respect any of the terms, covenants, conditions or obligations therein contained.

Said NOTICE OF DEFAULT AND ELECTION TO SELL under Deed of Trust specifically described therein was:

Recorded on 01/22/2008, as Instrument No. 0002564, in Book 20080123, Page n/a, of Official Records of Clark County, Nevada.

The DEED OF TRUST affected by this notice recorded on 11/21/2005 as Instrument No. 0005567 in Book 20051121 Page N/A., executed by MAGNOLIA GOTERA, A SINGLE WOMAN, as Trustor in Clark County, Nevada.

DATED: March 15, 2008

RECONTRUST COMPANY, as agent for the Beneficiary

State of: TexasCounty of: DallasBY: Louis Hebb

Louis Hebb, Team Member

On 03/15/2008 before me Kerri Klein, personally appeared Louis Hebb, 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.

Kerri Klein
Notary Public's Signature



Form nvresc (08/06)

Recording Requested By:
Bank of America
Prepared By: **Cecilia Rodriguez**
888-603-9011
When recorded mail to:
CoreLogic
450 E. Boundary St.
Attn: Release Dept.
Chapin, SC 29036



DocID# 14612143406815262

Tax ID: 163-30-312-007

Property Address:

5327 Marsh Butte St

Las Vegas, NV 89148-4669

NV0-ADT 14727720 10/26/2011

Inst #: 201111020000754

Fees: \$18.00

N/C Fee: \$25.00

11/02/2011 08:02:44 AM

Receipt #: 965446

Requestor:

CORELOGIC

Recorded By: MSH Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

This space for Recorder's use

MIN #: 1000157-0006127350-0

MERS Phone #: 888-679-6377

ASSIGNMENT OF DEED OF TRUST

For Value Received, the undersigned holder of a Deed of Trust (herein "Assignor") whose address is **3300 S.W. 34th Avenue, Suite 101 Ocala, FL 34474** does hereby grant, sell, assign, transfer and convey unto **U.S. BANK, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE LXS 2006-4N TRUST FUND** whose address is **10350 PARK MEADOWS DR, LITTLETON, CO 80124** all beneficial interest under that certain Deed of Trust described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Deed of Trust.

Original Lender: **COUNTRYWIDE HOME LOANS, INC.**Made By: **MAGNOLIA GOTERA, A SINGLE WOMAN**Trustee: **CTC REAL ESTATE SERVICES**Date of Deed of Trust: **11/10/2005** Original Loan Amount: **\$508,250.00**Recorded in **Clark County, NV** on: **11/21/2005**, book **N/A**, page **N/A** and instrument number **20051121-0005567**

I the undersigned hereby affirm that this document submitted for recording does not contain the social security number of any person or persons.

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Deed of Trust to be executed on

10/27/11

**MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC.**

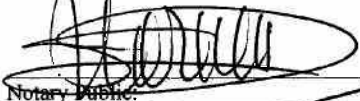
By: Christopher Herrera Assistant Secretary

State of California
County of Ventura

On 10-27-2011 before me, Norma Rojas, Notary Public, personally appeared Christopher Herrera, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity (ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

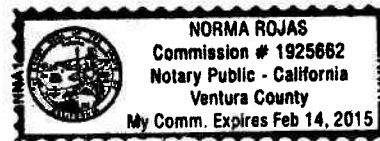
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Notary Public: _____

My Commission Expires: _____

(Seal)



DocID# 14612143406815262



20080507-0001731

When recorded return to:)

ALESSI TRUSTEE CORPORATION)
 9500 W. Flamingo Rd., Suite 100)
 Las Vegas, Nevada 89147)
 Phone: (702) 222-4033)

www.alessitrustee.com)

UN)

Fee: \$14.00

N/C Fee: \$0.00

05/07/2008

12:02:42

T20080081618

Requestor:

NORTH AMERICAN TITLE COMPANY

Debbie Conway

JJF

Clark County Recorder Pgs: 1

A.P.N. 163-30-312-007

Trustee Sale # SMR-5327-N

NOTICE OF DELINQUENT ASSESSMENT (LIEN)

In accordance with Nevada Revised Statutes and the Association's Declaration of Covenants, Conditions and Restrictions (CC&Rs) recorded on **Pending**, as Instrument No: **pending**, of the official records of **Clark County, Nevada, Shadow Mountain Ranch HOA** has a lien on the following legally described property.

The property against which the lien is imposed is commonly referred to as **5327 Marsh Butte St. , Las Vegas, NV 89148** and more particularly legally described as: **Lot 7 Block 1 Book 102 Page 28** in the County of **Clark**.

The owner(s) of record as reflected on the public record as of today's date is (are): **Magnolia Gotera**

The mailing address(es) is: **1090 Twin Creeks Dr., Salinas, CA 93905**

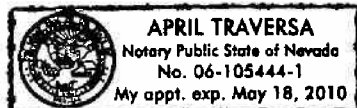
The total amount due through today's date is: **\$957.00**. Of this total amount **\$570.00** represent Collection and/or Attorney fees and **\$50.00** represent collection costs, late fees, service charges and interest. Note: Additional monies shall accrue under this claim at the rate of the claimant's regular monthly or special assessments, plus permissible late charges, costs of collection and interest, accruing subsequent to the date of this notice.

Date: **April 15, 2008**By: 

Aileen Ruiz – Trustee Sale Officer

Alessi Trustee Corporation, on behalf of **Shadow Mountain Ranch**SUBSCRIBED and SWORN before me **April 15, 2008**

(Seal)



(Signature)


 NOTARY PUBLIC



20080723-0001378

When recorded mail to:

THE ALESSI TRUSTEE CORPORATION
9500 West Flamingo Rd., Ste 100
Las Vegas, Nevada 89147
Phone: 702-222-4033

WWW.ALESSITRUSTEE.COM

07872

A.P.N. 163-30-312-007

Trustee Sale No. SMR-5327-N

Fee: \$14.00

N/C Fee: \$0.00

07/23/2008

11:17:47

T20080152397

Requestor:

NORTH AMERICAN TITLE COMPANY

Debbie Conway

JLB

Clark County Recorder Pgs: 1

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER HOMEOWNERS ASSOCIATION LIEN

WARNING! IF YOU FAIL TO PAY THE AMOUNT SPECIFIED IN THIS NOTICE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE! You may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account. The sale may not be set until ninety days from the date this notice of default is recorded. The date of recordation appears on this notice. The amount due is **\$1,929.00** as of **6/21/2008** and will increase until your account becomes current. To arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact: **Shadow Mountain Ranch**, c/o Alessi Trustee Corp., 9500 West Flamingo Road, Suite 100, Las Vegas, NV 89147.

Certificate

THIS NOTICE pursuant to that certain Assessment Lien, recorded on **May 7, 2008** as document number **20080507-01731**, of Official Records in the County of **Clark**, State of Nevada.

Owner(s): **Magnolia Gotera**


Of **Lot 7 Block 1**, as per map recorded in Book **102**, Pages **28**, as shown on the Condominium Plan, Recorded on as document number **pending** as shown on the Subdivision map recorded in Maps of the County of **Clark**, State of Nevada.

PROPERTY ADDRESS: **5327 Marsh Butte St., Las Vegas, NV 89148**

If you have any questions, you should contact an attorney or the Association that maintains the right of assessment upon your property. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure.

REMEMBER YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.

NOTICE IS HEREBY GIVEN THAT The Alessi Trustee Corporation is appointed trustee agent under the above referenced lien, dated **May 7, 2008**, executed by **Shadow Mountain Ranch** to secure assessment obligations in favor of said Association, pursuant to the terms contained in the Declaration of Covenants, Conditions, and Restrictions. A breach of, and default in, the obligation for which said Covenants, Conditions, and Restrictions as security has occurred in that the payment(s) have not been made of homeowners assessments due from and all subsequent homeowner's assessments, monthly or otherwise, less credits and offsets, plus late charges, interest, Association's fees and costs, trustee's fees and costs, and attorney's fees and costs.

Dated: **June 21, 2008**

April Traversa, Alessi Trustee Corporation on behalf of **Shadow Mountain Ranch**.



20090430-0003136

Fee: \$14.00

N/C Fee: \$0.00

04/30/2009 12:43:36

T20090150302

Requestor:

JUNES LEGAL SERVICES

Debbie Conway OSA

Clark County Recorder Pgs: 1

When recorded mail to:

THE ALESSI & KOENIG, LLC

9500 West Flamingo Rd., Ste 100

Las Vegas, Nevada 89147

Phone: 702-222-4033

A.P.N. 163-30-312-007

Trustee Sale No. SMR-5327-N

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER HOMEOWNERS ASSOCIATION LIEN

WARNING! IF YOU FAIL TO PAY THE AMOUNT SPECIFIED IN THIS NOTICE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE! You may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account. The sale may not be set until ninety days from the date this notice of default is recorded. The date of recordation appears on this notice. The amount due is **\$2,150.00** as of **April 14, 2009** and will increase until your account becomes current. To arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact: **Shadow Mountain Ranch**, c/o Alessi & Koenig, LLC, 9500 West Flamingo Road, Suite 100, Las Vegas, NV 89147.

THIS NOTICE pursuant to that certain Assessment Lien, recorded on **May 7, 2008** as document number **20080507-01731**, of Official Records in the County of **Clark**, State of Nevada.

Owner(s): **Magnolia Gotera**

Of **Lot 7 Block 1**, as per map recorded in Book **102**, Pages **28**, as shown on the Condominium Plan, Recorded on as document number **pending** as shown on the Subdivision map recorded in Maps of the County of **Clark**, State of Nevada.

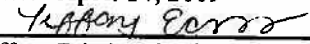
PROPERTY ADDRESS: **5327 Marsh Butte St., Las Vegas, NV 89148**

If you have any questions, you should contact an attorney or the Association that maintains the right of assessment upon your property. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure.

REMEMBER YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.

NOTICE IS HEREBY GIVEN THAT The Alessi & Koenig is appointed trustee agent under the above referenced lien, dated **May 7, 2008**, executed by **Shadow Mountain Ranch** to secure assessment obligations in favor of said Association, pursuant to the terms contained in the Declaration of Covenants, Conditions, and Restrictions. A breach of, and default in, the obligation for which said Covenants, Conditions, and Restrictions as security has occurred in that the payment(s) have not been made of homeowners assessments due from and all subsequent homeowner's assessments, monthly or otherwise, less credits and offsets, plus late charges, interest, Association's fees and costs, trustee's fees and costs, and attorney's fees and costs.

Dated: **April 14, 2009**


Tiffany Echols, Alessi & Koenig, LLC on behalf of **Shadow Mountain Ranch**.

Inst #: 201007010000190

Fees: \$14.00

N/C Fee: \$0.00

07/01/2010 08:33:21 AM

Receipt #: 409704

Requestor:

JUNES LEGAL SERVICES

Recorded By: DXI Pgs: 1

DEBBIE CONWAY

CLARK COUNTY RECORDER

When recorded mail to:

THE ALESSI & KOENIG, LLC
9500 West Flamingo Rd., Ste 100
Las Vegas, Nevada 89147
Phone: 702-222-4033

A.P.N. 163-30-312-007

Trustee Sale No. SMR-5327-N

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER HOMEOWNERS ASSOCIATION LIEN

WARNING! IF YOU FAIL TO PAY THE AMOUNT SPECIFIED IN THIS NOTICE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE! You may have the right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account. The sale may not be set until ninety days from the date this notice of default recorded, which appears on this notice. The amount due is **\$3,140.00** as of **June 28, 2010** and will increase until your account becomes current. To arrange for payment to stop the foreclosure, contact: **Shadow Mountain Ranch**, c/o Alessi & Koenig, 9500 W. Flamingo Rd, Ste 100, Las Vegas, NV 89147.

THIS NOTICE pursuant to that certain Assessment Lien, recorded on **May 7, 2008** as document number **20080507-01731**, of Official Records in the County of **Clark**, State of Nevada. Owner(s): **Magnolia Gotera**, of **Lot 7 Block 1**, as per map recorded in Book **102**, Pages **28**, as shown on the Condominium Plan, Recorded on as document number **pending** as shown on the Subdivision map recorded in Maps of the County of **Clark**, State of Nevada. PROPERTY ADDRESS: **5327 Marsh Butte St., Las Vegas, NV 89148**. If you have any questions, you should contact an attorney. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure. REMEMBER YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION. NOTICE IS HEREBY GIVEN THAT The Alessi & Koenig is appointed trustee agent under the above referenced lien, dated **May 7, 2008**, executed by **Shadow Mountain Ranch** to secure assessment obligations in favor of said Association, pursuant to the terms contained in the Declaration of Covenants, Conditions, and Restrictions (CC&Rs). A default in the obligation for which said CC&Rs has occurred in that the payment(s) have not been made of homeowners assessments due from and all subsequent assessments, late charges, interest, collection and/or attorney fees and costs.

Dated: **June 28, 2010**Miro Jestic, Alessi & Koenig, LLC on behalf of **Shadow Mountain Ranch**

Inst #: 201101260002852

Fees: \$14.00

N/C Fee: \$0.00

01/26/2011 09:05:00 AM

Receipt #: 654197

Requestor:

ALESSI & KOENIG LLC (JUNES

Recorded By: KXC Pgs: 1

DEBBIE CONWAY

CLARK COUNTY RECORDER

When recorded mail to:
Alessi & Koenig, LLC
9500 West Flamingo Rd., Suite 100
Las Vegas, NV 89147
Phone: 702-222-4033

APN: 163-30-312-007

TSN SMR-5327-N

NOTICE OF TRUSTEE'S SALE

WARNING! A SALE OF YOUR PROPERTY IS IMMINENT! UNLESS YOU PAY THE AMOUNT SPECIFIED IN THIS NOTICE BEFORE THE SALE DATE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE. YOU MUST ACT BEFORE THE SALE DATE. IF YOU HAVE ANY QUESTIONS, PLEASE CALL The Alessi & Koenig at 702-222-4033. IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMAN'S OFFICE, NEVADA REAL ESTATE DIVISION, AT 1-877-829-9907 IMMEDIATELY.

NOTICE IS HEREBY GIVEN THAT:

On **March 9, 2011**, Alessi & Koenig as duly appointed Trustee pursuant to a certain lien, recorded on **May 7, 2008**, as instrument number **20080507-01731**, of the official records of **Clark County, Nevada**, WILL SELL THE BELOW MENTIONED PROPERTY TO THE HIGHEST BIDDER FOR LAWFUL MONEY OF THE UNITED STATES, OR A CASHIERS CHECK at: **4:00 P.M. at 930 S. 4th Street, Las Vegas Nevada 89101.**

The street address and other common designation, if any, of the real property described above is purported to be: **5327 Marsh Butte St., Las Vegas, NV 89148.** The owner of the real property is purported to be: **Magnolia Gotera**

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designations, if any, shown herein. Said sale will be made, without covenant or warranty, expressed or implied, regarding title, possession or encumbrances, to pay the remaining principal sum of a note, homeowner's assessment or other obligation secured by this lien, with interest and other sum as provided therein: plus advances, if any, under the terms thereof and interest on such advances, plus fees, charges, expenses, of the Trustee and trust created by said lien. The total amount of the unpaid balance of the obligation secured by the property to be sold and reasonable estimated costs, expenses and advances at the time of the initial publication of the Notice of Sale is **\$5,757.00**. Payment must be in cash, a cashier's check drawn on a state or national bank, a check drawn by a state bank or federal credit union, or a check drawn by a state or federal savings and loan association, savings association, or savings bank specified in section 5102 of the Financial Code and authorized to do business in this state.

Date: **December 16, 2010**



By: Branko Jeltic on behalf of Shadow Mountain Ranch Community Association


20081007-0003984**NOTICE OF CLAIM OF LIEN
FOR SOLID WASTE SERVICE**

PARCEL# 163-30-312-007

Account # 23-61950-4

NOTICE IS HEREBY GIVEN that:

REPUBLIC SERVICES

hereby claims a lien pursuant to:

NEVADA REVISED STATUTES

CHAPTER 444.520

in the amount of \$89.62 , on and against the real property
of: GOTERA MAGNOLIA

said property being legally described as follows:

SECTION 30 R2-60 70 #5

PLAT BOOK 102 PAGE 28

LOT 7 BLOCK 1

and commonly known as: 5327 MARSH BUTTE ST, LAS VEGAS NV 89148

Clark County, Las Vegas, Nevada 89148

The lien claimed against the interest of: GOTERA MAGNOLIA as owner of the

above-described property is for solid waste collection, charges, fees and penalties charged by:

REPUBLIC SERVICES

as contractor of CLARK COUNTY for the period from 1/01/2008 to 6/30/2008

That the record owner of the property was given written notice of delinquency at his last address shown by the records of the County Assessor and that after the expiration of fifteen (15) days of said notice, the said record owner has failed and neglected to pay the amount of the charges, fees and penalties due as aforesaid.

STATE OF NEVADA)


) ss:

COUNTY OF CLARK)

CAROLYN PAIGE, being first duly sworn according to law, deposes and says:

That she is the Representative of the Lien claimant herein; and that she has read the above and foregoing Notice of Claim of Lien and knows the contents thereof, and that the statement and averments of facts therein contained are true and of her own knowledge and belief, except as to those statements made upon information and belief, and as to those she believes them to be true.

SUBSCRIBED and SWORN to before me
this 17th day of June, 2008


Notary PublicBy: 

Carolyn Paige

Representative of the Lien Claimant

Republic Silver State Disposal, Inc., DBA Republic Services



WHEN RECORDED, RETURN TO:
REPUBLIC SERVICES
P.O. BOX 98508
LAS VEGAS, NEVADA 89193-8508


20081114-0002278**NOTICE OF CLAIM OF LIEN
FOR SOLID WASTE SERVICE**

PARCEL# 163-30-312-007

Account # 23-61950-4

NOTICE IS HEREBY GIVEN that:

REPUBLIC SERVICES

hereby claims a lien pursuant to:

NEVADA REVISED STATUTES

CHAPTER 444.520

in the amount of \$78.90 , on and against the real property
of: GOTERA MAGNOLIA

said property being legally described as follows:

SECTION 30 R2-60 70 #5

PLAT BOOK 102 PAGE 28

LOT 7 BLOCK 1

and commonly known as: 5327 MARSH BUTTE ST, LAS VEGAS NV 89148

Clark County, Las Vegas, Nevada 89148

The lien claimed against the interest of: GOTERA MAGNOLIA as owner of the

above-described property is for solid waste collection, charges, fees and penalties charged by:

REPUBLIC SERVICES

as contractor of CLARK COUNTY for the period from 7/01/2008 to 12/31/2008

That the record owner of the property was given written notice of delinquency at his last address shown by the records of the County Assessor and that after the expiration of fifteen (15) days of said notice, the said record owner has failed and neglected to pay the amount of the charges, fees and penalties due as aforesaid.

STATE OF NEVADA)

) ss:


COUNTY OF CLARK)

CAROLYN PAIGE, being first duly sworn according to law, deposes and says:

That she is the Representative of the Lien claimant herein; and that she has read the above and foregoing Notice of Claim of Lien and knows the contents thereof, and that the statement and averments of facts therein contained are true and of her own knowledge and belief, except as to those statements made upon information and belief, and as to those she believes them to be true.

SUBSCRIBED and SWORN to before me

this 29th day of October , 2008


Notary PublicBy: 

Carolyn Paige

Representative of the Lien Claimant

Republic Silver State Disposal, Inc., DBA Republic Services



WHEN RECORDED, RETURN TO:
REPUBLIC SERVICES
P.O. BOX 98508
LAS VEGAS, NEVADA 89193-8508

Inst#:200909040000208 Fees:\$0.00 N/C Fee:\$0.00 09/04/2009 07:17:41 AM
Receipt#:44523 Requestor:REPUBLIC SERVICES Recorded By:ARO Pgs:1 DEBBIE CONWAY
CLARK COUNTY RECORDER

**NOTICE OF CLAIM OF LIEN
FOR SOLID WASTE SERVICE**

PARCEL# 163-30-312-007
Account # 23-61950-4

NOTICE IS HEREBY GIVEN that:
REPUBLIC SERVICES
hereby claims a lien pursuant to:
NEVADA REVISED STATUTES
CHAPTER 444.520

in the amount of \$124.23 , on and against the real property
of: GOTERA MAGNOLIA

said property being legally described as follows:
SECTION 30 R2-60 70 #5
PLAT BOOK 102 PAGE 28
LOT 7 BLOCK 1

and commonly known as: 5327 MARSH BUTTE ST, LAS VEGAS NV 89148
Clark County, Las Vegas, Nevada 89148

The lien claimed against the interest of: GOTERA MAGNOLIA as owner of the
above-described property is for solid waste collection, charges, fees and penalties charged by:
REPUBLIC SERVICES

as contractor of CLARK COUNTY for the period from 1/01/2009 to 9/30/2009

That the record owner of the property was given written notice of delinquency at his last address shown by the
records of the County Assessor and that after the expiration of fifteen (15) days of said notice, the said record
owner has failed and neglected to pay the amount of the charges, fees and penalties due as aforesaid.

STATE OF NEVADA) CAROLYN PAIGE, being first duly sworn according to law, deposes and says:
) ss: That she is the Representative of the Lien claimant herein; and that she has read the
COUNTY OF CLARK) above and foregoing Notice of Claim of Lien and knows the contents thereof, and that the
statement and averments of facts therein contained are true and of her own knowledge
and belief, except as to those statements made upon information and belief, and as to those
she believes them to be true.

SUBSCRIBED and SWORN to before me
this 17th day of August , 2009

Cindy Geiselhart
Notary Public

By: *Carolyn Paige*

Carolyn Paige
Representative of the Lien Claimant
Republic Silver State Disposal, Inc., DBA Republic Services



WHEN RECORDED, RETURN TO:
REPUBLIC SERVICES
P.O. BOX 98508
LAS VEGAS, NEVADA 89193-8508

**NOTICE OF CLAIM OF LIEN
FOR SOLID WASTE SERVICE**

PARCEL# 163-30-312-007
Account # 23-61950-4

NOTICE IS HEREBY GIVEN that:
REPUBLIC SERVICES

hereby claims a lien pursuant to:
NEVADA REVISED STATUTES
CHAPTER 444.520

in the amount of \$84.66 , on and against the real property
of: GOTERA MAGNOLIA

said property being legally described as follows:

SECTION 30 R2-60 70 #5
PLAT BOOK 102 PAGE 28
LOT 7 BLOCK 1

and commonly known as: 5327 MARSH BUTTE ST, LAS VEGAS NV 89148

Clark County, Las Vegas, Nevada 89148

The lien claimed against the interest of: GOTERA MAGNOLIA as owner of the
above-described property is for solid waste collection, charges, fees and penalties charged by:
REPUBLIC SERVICES

as contractor of CLARK COUNTY for the period from 10/01/2009 to 3/31/2010

That the record owner of the property was given written notice of delinquency at his last address shown by the
records of the County Assessor and that after the expiration of fifteen (15) days of said notice, the said record
owner has failed and neglected to pay the amount of the charges, fees and penalties due as aforesaid.

STATE OF NEVADA)

) ss:
COUNTY OF CLARK)

CAROLYN PAIGE, being first duly sworn according to law, deposes and says:

That she is the Representative of the Lien claimant herein; and that she has read the
above and foregoing Notice of Claim of Lien and knows the contents thereof, and that the
statement and averments of facts therein contained are true and of her own knowledge
and belief, except as to those statements made upon information and belief, and as to those
she believes them to be true.

SUBSCRIBED and SWORN to before me
this 22nd day of February, 2010

Cindy Geiselhart
Notary Public

By: *Carolyn Paige*

Carolyn Paige
Representative of the Lien Claimant
Republic Silver State Disposal, Inc., DBA Republic Services



WHEN RECORDED, RETURN TO:
REPUBLIC SERVICES
P.O. BOX 98508
LAS VEGAS, NEVADA 89193-8508

Inst #: 201004010000354

Fees: \$0.00

N/C Fee: \$0.00

04/01/2010 09:04:52 AM

Receipt #: 293927

Requestor:

REPUBLIC SERVICES

Recorded By: COJ Pgs: 1

DEBBIE CONWAY

CLARK COUNTY RECORDER

**NOTICE OF CLAIM OF LIEN
FOR SOLID WASTE SERVICE**

PARCEL# 163-30-312-007
Account # 620-2361950

NOTICE IS HEREBY GIVEN that: Clark County on behalf of
or in the name of lien claimant Republic Silver State Disposal, Inc.,
DBA Republic Services hereby claims a lien pursuant to:
NEVADA REVISED STATUTES
CHAPTER 444.520

in the amount of \$85.14 , on and against the real property
of: GOTERA MAGNOLIA

said property being legally described as follows:
SECTION 30 R2-60 70 #5
PLAT BOOK 102 PAGE 28
LOT 7 BLOCK 1

and commonly known as: 5327 MARSH BUTTE ST, LAS VEGAS NV 89148-4669
Clark County, Las Vegas, Nevada 891484669

The lien claimed against the interest of: GOTERA MAGNOLIA as owner of the
above-described property is for solid waste collection, charges, fees and penalties charged by:
REPUBLIC SERVICES


as contractor of CLARK COUNTY for the period from 10/01/2010 to 3/31/2011

That the record owner of the property was given written notice of delinquency at his last address shown by the
records of the County Assessor and that after the expiration of fifteen (15) days of said notice, the said record
owner has failed and neglected to pay the amount of the charges, fees and penalties due as aforesaid.

STATE OF NEVADA) CAROLYN PAIGE, being first duly sworn according to law, deposes and says:
) ss: That she is the Representative of the Lien claimant herein; and that she has read the
COUNTY OF CLARK) above and foregoing Notice of Claim of Lien and knows the contents thereof, and that the
statement and averments of facts therein contained are true and of her own knowledge
and belief, except as to those statements made upon information and belief, and as to those
she believes them to be true.

SUBSCRIBED and SWORN to before me
this 23rd day of March , 2011


Notary Public

By: 
Carolyn Paige
Representative of the Lien Claimant
Republic Silver State Disposal, Inc., DBA Republic Services



WHEN RECORDED, RETURN TO:
REPUBLIC SERVICES
P.O. BOX 98508
LAS VEGAS, NEVADA 89193-8508

Inst #: 201104190001509
Fees: \$0.00
N/C Fee: \$0.00
04/19/2011 10:14:15 AM
Receipt #: 744904
Requestor:
REPUBLIC SERVICES
Recorded By: KGP Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

When Recorded mail Document
and tax statement to:
JBWNO revocable living trust
5327 Marsh Butte St.
Las Vegas, NV 89148

CA-1

Inst #: 201105270004010

Fees: \$16.00 N/C Fee: \$25.00

RPTT: \$0.00 Ex: #007

05/27/2011 04:12:48 PM

Receipt #: 792751

Requestor:

STACY MOORE

Recorded By: SOL Pgs: 4

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN: 163-30-312-007

uninsured Deed

GRANT DEED

STATE OF NEVADA)
)ss
COUNTY OF CLARK)

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of Ten Dollars and zero Cents (\$10.00) in hand paid to Gotera Magnolia (hereinafter called the Grantor), the receipt of whereof is hereby acknowledged, the Grantor, Gotera Magnolia hereby RELEASES, QUITCLAIMS, GRANTS, SELLS, AND CONVEYS to JBWNO revocable living trust, JBWNO revocable living trust, (hereinafter called Grantee), all of the Grantors' right, title, interest, and claim in or to the following described real estate, situated in Clark County, Nevada, to-wit:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

DATED:

State of Nevada

County of Clark

I hereby certify that Magnolia Gotera whose name(s)
are/is signed to the foregoing conveyance, and are known to me
(or provided to me on the basis of Satisfactory evidence),
acknowledged before me on this day, that, being informed of the
contents of the conveyance, they executed the same voluntarily on
the day the same bears date.

Magnolia Gotera
Grantor Magnolia Gotera

On May 27, 2011 before me,

Magnolia Gotera
(here insert name and title of the officer)

WITNESS my hand and official seal. May 27, 2011

Signature Chelsea Goldman
Chelsea Goldman, Notary Public

MAIL TAX STATEMENTS AS DIRECTED ABOVE

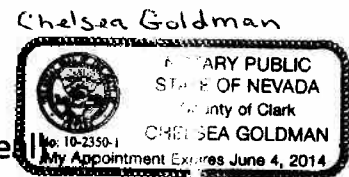


Exhibit A

**Legal description as recorded on document number
20051121-0005566**

Also known as:

APN: 163-30-312-007

**5327 MARSH BUTTE ST
LAS VEGAS, NV 89148**

**Lot 7 in Block 1 of Final Map of Section 30 R2-60/70 No. 5, as
shown by map thereof on file in Book 102 of Plats, Page 28 in the
Office of the County Recorder of Clark County, Nevada**

**STATE OF NEVADA
DECLARATION OF VALUE FORM**

1. Assessor Parcel Number(s)

a. 163-30-312-007
b. _____
c. _____
d. _____

2. Type of Property:

a. ☐ Vacant Land b. ☒ Single Fam. Res.
c. ☐ Condo/Twnhse d. ☐ 2-4 Plex
e. ☐ Apt. Bldg f. ☐ Comm'l/Ind'l
g. ☐ Agricultural h. ☐ Mobile Home
Other _____

FOR RECORDER'S OPTIONAL USE ONLY
Book: _____ Page: _____
Date of Recording: _____
Notes: _____

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

4. **If Exemption Claimed:**

a. Transfer Tax Exemption per NRS 375.090, Section 7
b. Explain Reason for Exemption: Transfer to or from a trust
without consideration

5. Partial Interest: Percentage being transferred: 100 %

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

Signature Kristin Jordeal Capacity Trustee

Signature _____ Capacity _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: Magnolia Gotera
Address: 5327 Marsh Butte St.
City: Las Vegas
State: NV Zip: 89148

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: JBWNO revocable living trust
Address: 5327 Marsh Butte St.
City: Las Vegas
State: NV Zip: 89148

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

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

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

CCOR_DV_Form.pdf ~ 01/12/09

When Recorded mail Document
and tax statement to:
Stacy Moore
5327 Marsh Butte St.
Las Vegas, NV 89148



Inst #: 201105270004011
Fees: \$16.00 N/C Fee: \$0.00
RPTT: \$0.00 Ex: #007
05/27/2011 04:12:48 PM
Receipt #: 792751
Requestor:
STACY MOORE
Recorded By: SOL Pgs: 4
DEBBIE CONWAY
CLARK COUNTY RECORDER

APN: 163-30-312-007

GRANT DEED

STATE OF NEVADA)
)ss
COUNTY OF CLARK)

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of Ten Dollars and zero Cents (\$10.00) in hand paid to JBWNO revocable living trust (hereinafter called the Grantor), the receipt of whereof is hereby acknowledged, the Grantor, JBWNO revocable living trust hereby RELEASES, QUITCLAIMS, GRANTS, SELLS, AND CONVEYS to Stacy Moore, Stacy Moore, (hereinafter called Grantee), all of the Grantors' right, title, interest, and claim in or to the following described real estate, situated in Clark County, Nevada, to-wit:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Exhibit A

**Legal description as recorded on document number
20051121-0005566**

Also known as:

APN: 163-30-312-007

**5327 MARSH BUTTE ST
LAS VEGAS, NV 89148**

**Lot 7 in Block 1 of Final Map of Section 30 R2-60/70 No. 5, as
shown by map thereof on file in Book 102 of Plats, Page 28 in the
Office of the County Recorder of Clark County, Nevada**

DATED:

State of Nevada

County of Clark

I hereby certify that Kristin Jordal whose name(s)
are/is signed to the foregoing conveyance, and are known to me
(or provided to me on the basis of Satisfactory evidence),
acknowledged before me on this day, that, being informed of the
contents of the conveyance, they executed the same voluntarily on
the day the same bears date.

Kristin Jordal
Kristin Jordal
Grantor / Trustee

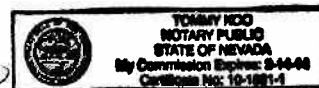
On MAY 27th, 2011 before me,

Kristin Jordal - Trustee
(here insert name and title of the officer)

WITNESS my hand and official seal.

Signature

MAIL TAX STATEMENTS AS DIRECTED ABOVE



(Seal)

Exp 2-14-14
Cert No 10-1531-1

**STATE OF NEVADA
DECLARATION OF VALUE FORM**

1. Assessor Parcel Number(s)

a. 163-30-312-007
b. _____
c. _____
d. _____

2. Type of Property:

a. ☐ Vacant Land b. ☒ Single Fam. Res.
c. ☐ Condo/Twnhse d. ☐ 2-4 Plex
e. ☐ Apt. Bldg f. ☐ Comm'l/Ind'l
g. ☐ Agricultural h. ☐ Mobile Home
Other _____

FOR RECORDER'S OPTIONAL USE ONLY
Book: _____ Page: _____
Date of Recording: _____
Notes: _____

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

4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090, Section 7
b. Explain Reason for Exemption: Transfer to or from a trust
without consideration

5. Partial Interest: Percentage being transferred: 100 %

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

Signature Kristin Jordal Capacity Trustee

Signature _____ Capacity _____

**SELLER (GRANTOR) INFORMATION
(REQUIRED)**

Print Name: JBWNO revocable living trust
Address: 5327 Marsh Butte St
City: Las Vegas
State: NV Zip: 89148

**BUYER (GRANTEE) INFORMATION
(REQUIRED)**

Print Name: Stacy Moore
Address: 5327 Marsh Butte St
City: Las Vegas
State: NV Zip: 89148

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

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

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

CCOR_DV_Form.pdf ~ 01/12/09

**NOTICE OF CLAIM OF LIEN
FOR SOLID WASTE SERVICE**

PARCEL# 163-30-312-007
Account # 620-2361950

NOTICE IS HEREBY GIVEN that: Clark County on behalf of
or in the name of lien claimant Republic Silver State Disposal, Inc.,
DBA Republic Services hereby claims a lien pursuant to:
NEVADA REVISED STATUTES
CHAPTER 444.520

in the amount of \$127.47 , on and against the real property
of: GOTERA MAGNOLIA

said property being legally described as follows:
SECTION 30 R2-60 70 #5
PLAT BOOK 102 PAGE 28
LOT 7 BLOCK 1

and commonly known as: 5327 MARSH BUTTE ST, LAS VEGAS NV 89148-4669
Clark County, Las Vegas, Nevada 891484669

The lien claimed against the interest of: GOTERA MAGNOLIA as owner of the
above-described property is for solid waste collection, charges, fees and penalties charged by:
REPUBLIC SERVICES


as contractor of CLARK COUNTY for the period from 4/01/2011 to 6/30/2011

That the record owner of the property was given written notice of delinquency at his last address shown by the
records of the County Assessor and that after the expiration of fifteen (15) days of said notice, the said record
owner has failed and neglected to pay the amount of the charges, fees and penalties due as aforesaid.

STATE OF NEVADA) CAROLYN PAIGE, being first duly sworn according to law, deposes and says:
) ss: That she is the Representative of the Lien claimant herein; and that she has read the
COUNTY OF CLARK) above and foregoing Notice of Claim of Lien and knows the contents thereof, and that the
statement and averments of facts therein contained are true and of her own knowledge
and belief, except as to those statements made upon information and belief, and as to those
she believes them to be true.

SUBSCRIBED and SWORN to before me
this 23rd day of May , 2011


Notary Public

By: 
Carolyn Paige
Representative of the Lien Claimant
Republic Silver State Disposal, Inc., DBA Republic Services



WHEN RECORDED, RETURN TO:
REPUBLIC SERVICES
P.O. BOX 98508
LAS VEGAS, NEVADA 89193-8508

Inst #: 201105310002660
Fees: \$0.00
N/C Fee: \$0.00
05/31/2011 02:29:53 PM
Receipt #: 794145
Requestor:
REPUBLIC SERVICES
Recorded By: DHG Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

Inst #: 201209110002023
Fees: \$17.00
N/C Fee: \$0.00
09/11/2012 08:05:52 AM
Receipt #: 1302455
Requestor:
ALESSI & KOENIG LLC
Recorded By: DXI Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

When recorded return to:

ALESSI & KOENIG, LLC
9500 W. Flamingo Rd., Suite 205
Las Vegas, Nevada 89147
Phone: (702) 222-4033

A.P.N. 163-30-312-007

Trustee Sale # SMR-5327-N

NOTICE OF DELINQUENT ASSESSMENT (LIEN)

In accordance with Nevada Revised Statutes and the Association's Declaration of Covenants, Conditions and Restrictions (CC&Rs) of the official records of **Clark** County, Nevada, **Shadow Mountain Ranch Community Association** has a lien on the following legally described property.

The property against which the lien is imposed is commonly referred to as **5327 Marsh Butte St., Las Vegas, NV 89148** and more particularly legally described as: **SECTION 30 R2-60 70 #5 Lot 7 Block 1 Book 102 Page 28** in the County of **Clark**.

The owner(s) of record as reflected on the public record as of today's date is (are): **STACY MOORE**

The mailing address(es) is: **5327 MARSH BUTTE ST, LAS VEGAS, NV 89148**

The total amount due through today's date is: **\$6,448.00**. Of this total amount **\$5,823.00** represent Collection and/or Attorney fees, assessments, interest, late fees and service charges. **\$625.00** represent collection costs. Note: Additional monies shall accrue under this claim at the rate of the claimant's regular monthly or special assessments, plus permissible late charges, costs of collection and interest, accruing subsequent to the date of this notice.

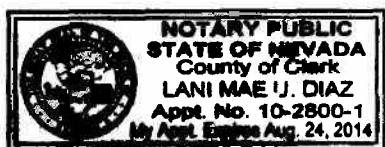
Date: **August 13, 2012**

By: 

Huong Lam, Esq. of Alessi & Koenig, LLC on behalf of **Shadow Mountain Ranch Community Association**

State of Nevada
County of Clark
SUBSCRIBED and SWORN before me **August 13, 2012**

(Seal)



(Signature) 

NOTARY PUBLIC

Shadow Mountain Ranch Community Association

c/o Level Property Management

8966 Spanish Ridge Ave #100

Las Vegas, NV 89148

702.433.0149

www.levelprop.com

702.444.2416 Fax

Stacy Moore

5327 Marsh Butte St.

Las Vegas, NV 89148

Property Address: 5327 Marsh Butte St.

Account #: 31243

| Code | Date | Amount | Balance | Check# | Memo |
|--------------------|------------|----------|----------|--------|--------------------------|
| Monthly Assessment | 6/1/2011 | 23.00 | 23.00 | | Monthly Assessment |
| Balance Transfer | 6/14/2011 | 2,730.00 | 2,753.00 | | Balance from Prior Owner |
| Late Fee | 6/16/2011 | 10.00 | 2,763.00 | | Late Fee Processed |
| Monthly Assessment | 7/1/2011 | 23.00 | 2,786.00 | | Monthly Assessment |
| Late Fee | 7/16/2011 | 10.00 | 2,796.00 | | Late Fee Processed |
| Monthly Assessment | 8/1/2011 | 23.00 | 2,819.00 | | Monthly Assessment |
| Late Fee | 8/16/2011 | 10.00 | 2,829.00 | | Late Fee Processed |
| Monthly Assessment | 9/1/2011 | 23.00 | 2,852.00 | | Monthly Assessment |
| Late Fee | 9/16/2011 | 10.00 | 2,862.00 | | Late Fee Processed |
| Monthly Assessment | 10/1/2011 | 23.00 | 2,885.00 | | Monthly Assessment |
| Late Fee | 10/17/2011 | 10.00 | 2,895.00 | | Late Fee Processed |
| Monthly Assessment | 11/1/2011 | 23.00 | 2,918.00 | | Monthly Assessment |
| Late Fee | 11/16/2011 | 10.00 | 2,928.00 | | Late Fee Processed |
| Monthly Assessment | 12/1/2011 | 23.00 | 2,951.00 | | Monthly Assessment |
| Late Fee | 12/16/2011 | 10.00 | 2,961.00 | | Late Fee Processed |
| Monthly Assessment | 1/1/2012 | 23.00 | 2,984.00 | | Monthly Assessment |
| Late Fee | 1/16/2012 | 10.00 | 2,994.00 | | Late Fee Processed |
| Monthly Assessment | 2/1/2012 | 23.00 | 3,017.00 | | Monthly Assessment |
| Late Fee | 2/16/2012 | 10.00 | 3,027.00 | | Late Fee Processed |
| Monthly Assessment | 3/1/2012 | 23.00 | 3,050.00 | | Monthly Assessment |
| Late Fee | 3/16/2012 | 10.00 | 3,060.00 | | Late Fee Processed |
| Monthly Assessment | 4/1/2012 | 23.00 | 3,083.00 | | Monthly Assessment |
| Late Fee | 4/16/2012 | 10.00 | 3,093.00 | | Late Fee Processed |
| Monthly Assessment | 5/1/2012 | 23.00 | 3,116.00 | | Monthly Assessment |
| Late Fee | 5/16/2012 | 10.00 | 3,126.00 | | Late Fee Processed |
| Monthly Assessment | 6/1/2012 | 23.00 | 3,149.00 | | Monthly Assessment |
| Late Fee | 6/16/2012 | 10.00 | 3,159.00 | | Late Fee Processed |
| Monthly Assessment | 7/1/2012 | 23.00 | 3,182.00 | | Monthly Assessment |
| Late Fee | 7/16/2012 | 10.00 | 3,192.00 | | Late Fee Processed |
| Monthly Assessment | 8/1/2012 | 23.00 | 3,215.00 | | Monthly Assessment |
| Late Fee | 8/16/2012 | 10.00 | 3,225.00 | | Late Fee Processed |
| Monthly Assessment | 9/1/2012 | 23.00 | 3,248.00 | | Monthly Assessment |

Include your account number and make checks payable to:

Shadow Mountain Ranch Community Association

PO Box 64114

Phoenix, AZ 85082

5/29/2013

Page 1 of 2

NATIONSTAR00289
Docket 81293 Document 2021-01687
JA_2055

Shadow Mountain Ranch Community Association

c/o Level Property Management

8966 Spanish Ridge Ave #100

Las Vegas, NV 89148

702.433.0149

www.levelprop.com

702.444.2416 Fax

| Code | Date | Amount | Balance | Check# | Memo |
|--------------------|------------|--------|----------|--------|--------------------|
| Late Fee | 9/16/2012 | 10.00 | 3,258.00 | | Late Fee Processed |
| Monthly Assessment | 10/1/2012 | 23.00 | 3,281.00 | | Monthly Assessment |
| Late Fee | 10/16/2012 | 10.00 | 3,291.00 | | Late Fee Processed |
| Monthly Assessment | 11/1/2012 | 23.00 | 3,314.00 | | Monthly Assessment |
| Late Fee | 11/16/2012 | 10.00 | 3,324.00 | | Late Fee Processed |
| Late Fee | 12/16/2012 | 10.00 | 3,334.00 | | Late Fee Processed |
| Monthly Assessment | 1/1/2013 | 23.00 | 3,357.00 | | Monthly Assessment |
| Late Fee | 1/16/2013 | 10.00 | 3,367.00 | | Late Fee Processed |
| Monthly Assessment | 2/1/2013 | 23.00 | 3,390.00 | | Monthly Assessment |
| Late Fee | 2/16/2013 | 10.00 | 3,400.00 | | Late Fee Processed |
| Monthly Assessment | 3/1/2013 | 23.00 | 3,423.00 | | Monthly Assessment |
| Hearing Notice Fee | 3/8/2013 | 10.00 | 3,433.00 | | Hearing Notice Fee |
| Late Fee | 3/16/2013 | 10.00 | 3,443.00 | | Late Fee Processed |
| Monthly Assessment | 4/1/2013 | 23.00 | 3,466.00 | | Monthly Assessment |
| Late Fee | 4/16/2013 | 10.00 | 3,476.00 | | Late Fee Processed |
| Monthly Assessment | 5/1/2013 | 23.00 | 3,499.00 | | Monthly Assessment |
| Late Fee | 5/16/2013 | 10.00 | 3,509.00 | | Late Fee Processed |
| Monthly Assessment | 6/1/2013 | 23.00 | 3,532.00 | | Monthly Assessment |

| | | | | | |
|---------|--------------|--------------|----------|----------|----------|
| Current | 30 - 59 Days | 60 - 89 Days | >90 Days | Balance: | 3,532.00 |
| 56.00 | 33.00 | 43.00 | 3,400.00 | | |

Include your account number and make checks payable to:

Shadow Mountain Ranch Community Association

PO Box 64114

Phoenix, AZ 85082

5/29/2013

Page 2 of 2

NATIONSTAR00290
JA_2056

When recorded mail to:

THE ALESSI & KOENIG, LLC
9500 West Flamingo Rd., Ste 205
Las Vegas, Nevada 89147
Phone: 702-222-4033

A.P.N. **163-30-312-007**

Trustee Sale No. **6601**

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER HOMEOWNERS ASSOCIATION LIEN

WARNING! IF YOU FAIL TO PAY THE AMOUNT SPECIFIED IN THIS NOTICE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE! You may have the right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account. The sale may not be set until ninety days from the date this notice of default recorded, which appears on this notice. The amount due is **\$6,631.41** as of the date of this notice and will increase until your account becomes current. To arrange for payment to stop the foreclosure, contact: **Shadow Mountain Ranch Community Association**, c/o Alessi & Koenig, 9500 W. Flamingo Rd, Ste 205, Las Vegas, NV 89147, (702)222-4033.

THIS NOTICE pursuant to that certain Notice of Delinquent Assessment Lien, recorded on **September 11, 2012** as document number **0002023**, of Official Records in the County of **Clark**, State of Nevada. Owner(s): **STACY MOORE**, of **SECTION 30 R2-60 70 #5 Lot 7 Block 1**, as per map recorded in Book **102**, Pages **28**, as shown on the Plan and Subdivision map recorded in the Maps of the County of **Clark**, State of Nevada. PROPERTY ADDRESS: **5327 MARSH BUTTE ST, LAS VEGAS, NV 89148-4669**. If you have any questions, you should contact an attorney. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure. REMEMBER YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION. NOTICE IS HEREBY GIVEN THAT Alessi & Koenig, LLC is appointed trustee agent under the above referenced lien, dated **September 11, 2012**, on behalf of **Shadow Mountain Ranch Community Association** to secure assessment obligations in favor of said Association, pursuant to the terms contained in the Declaration of Covenants, Conditions, and Restrictions (CC&Rs). A default in the obligation for which said CC&Rs has occurred in that the payment(s) have not been made of homeowners assessments due from **February 1, 2008** and all subsequent assessments, late charges, interest, collection and/or attorney fees and costs.

Dated:

Huong Lam, Esq. of Alessi & Koenig, LLC on behalf of **Shadow Mountain Ranch Community Association**

NATIONSTAR00291
JA_2057

When recorded mail to:

THE ALESSI & KOENIG, LLC
9500 West Flamingo Rd., Ste 205
Las Vegas, Nevada 89147
Phone: 702-222-4033

A.P.N. **163-30-312-007**

Trustee Sale No. **6601**

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER HOMEOWNERS ASSOCIATION LIEN

WARNING! IF YOU FAIL TO PAY THE AMOUNT SPECIFIED IN THIS NOTICE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE! You may have the right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account. The sale may not be set until ninety days from the date this notice of default recorded, which appears on this notice. The amount due is **\$6,631.41** as of the date of this notice and will increase until your account becomes current. To arrange for payment to stop the foreclosure, contact: **Shadow Mountain Ranch Community Association**, c/o Alessi & Koenig, 9500 W. Flamingo Rd, Ste 205, Las Vegas, NV 89147, (702)222-4033.

THIS NOTICE pursuant to that certain Notice of Delinquent Assessment Lien, recorded on **September 11, 2012** as document number **0002023**, of Official Records in the County of **Clark**, State of Nevada. Owner(s): **STACY MOORE**, of **SECTION 30 R2-60 70 #5 LOT 7 BLOCK 1**, as per map recorded in Book **102**, Pages **28**, as shown on the Plan and Subdivision map recorded in the Maps of the County of **Clark**, State of Nevada. PROPERTY ADDRESS: **5327 MARSH BUTTE ST, LAS VEGAS, NV 89148-4669**. If you have any questions, you should contact an attorney. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure. REMEMBER YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION. NOTICE IS HEREBY GIVEN THAT Alessi & Koenig, LLC is appointed trustee agent under the above referenced lien, dated **September 11, 2012**, on behalf of **Shadow Mountain Ranch Community Association** to secure assessment obligations in favor of said Association, pursuant to the terms contained in the Declaration of Covenants, Conditions, and Restrictions (CC&Rs). A default in the obligation for which said CC&Rs has occurred in that the payment(s) have not been made of homeowners assessments due from **February 1, 2008** and all subsequent assessments, late charges, interest, collection and/or attorney fees and costs.

Dated:

Huong Lam, Esq. of Alessi & Koenig, LLC on behalf of **Shadow Mountain Ranch Community Association**

NATIONSTAR00292
JA_2058

STACY MOORE
5327 MARSH BUTTE ST

LAS VEGAS, NV 89148-4669

Countrywide Home Loans, Inc.
PO BOX 10219

Van Nuys, CA 91410-0219

MERS
PO BOX 2026

Flint, MI 48501-2026

Recontrust Company
2380 Performance Dr,

Richardson, TX 75082-4333

Republic Services
PO BOX 98508

Las Vegas, NV 89193-8508

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

| | | |
|---|----|--|
| Postage | \$ | |
| Certified Fee | | |
| Return Receipt Fee (Endorsement Required) | | |
| Restricted Delivery Fee (Endorsement Required) | | |
| Total Postage | \$ | |

STACY MOORE
 5327 MARSH BUTTE ST
 LAS VEGAS, NV 89148-4669

PS Form 3800, August 2009

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

| | | |
|---|----|--|
| Postage | \$ | |
| Certified Fee | | |
| Return Receipt Fee (Endorsement Required) | | |
| Restricted Delivery Fee (Endorsement Required) | | |
| Total Postage & Fees | \$ | |

MERS
 PO BOX 2026
 Flint, MI 48501-2026

PS Form 3800, August 2009

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

| | | |
|---|----|--|
| Postage | \$ | |
| Certified Fee | | |
| Return Receipt Fee (Endorsement Required) | | |
| Restricted Delivery Fee (Endorsement Required) | | |
| Total Postage | \$ | |

Countrywide Home Loans, Inc.
 PO BOX 10219
 Van Nuys, CA 91410-0219

PS Form 3800, August 2009

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

| | | |
|---|----|--|
| Postage | \$ | |
| Certified Fee | | |
| Return Receipt Fee (Endorsement Required) | | |
| Restricted Delivery Fee (Endorsement Required) | | |
| Total Postage & Fees | \$ | |

Recontrust Company
 2380 Performance Dr,
 Richardson, TX 75082-4333

PS Form 3800, August 2009

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

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OFFICIAL USE

| | | |
|---|----|--|
| Postage | \$ | |
| Certified Fee | | |
| Return Receipt Fee (Endorsement Required) | | |
| Restricted Delivery Fee (Endorsement Required) | | |
| Total Postage & Fees | \$ | |

Republic Services
 PO BOX 98508
 Las Vegas, NV 89193-8508

PS Form 3800, August 2009

NOD 10-DAY MAILINGS

NATIONSTAR00294

JA_2060

Inst #: 201307050000950
Fees: \$17.00
N/C Fee: \$0.00
07/05/2013 09:02:36 AM
Receipt #: 1681415
Requestor:
ALESSI & KOENIG LLC
Recorded By: MAT Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

When recorded mail to:

THE ALESSI & KOENIG, LLC
9500 West Flamingo Rd., Ste 205
Las Vegas, Nevada 89147
Phone: 702-222-4033

A.P.N. 163-30-312-007

Trustee Sale No. 6601⁹⁸

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER HOMEOWNERS ASSOCIATION LIEN

WARNING! IF YOU FAIL TO PAY THE AMOUNT SPECIFIED IN THIS NOTICE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE! You may have the right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account. The sale may not be set until ninety days from the date this notice of default recorded, which appears on this notice. The amount due is **\$6,631.41** as of the date of this notice and will increase until your account becomes current. To arrange for payment to stop the foreclosure, contact: **Shadow Mountain Ranch Community Association, c/o Alessi & Koenig, 9500 W. Flamingo Rd, Ste 205, Las Vegas, NV 89147, (702)222-4033.**

THIS NOTICE pursuant to that certain Notice of Delinquent Assessment Lien, recorded on **September 11, 2012** as document number **0002023**, of Official Records in the County of Clark, State of Nevada. Owner(s): **STACY MOORE**, of **SECTION 30 R2-60 70 #5 LOT 7 BLOCK 1**, as per map recorded in Book **102**, Pages **28**, as shown on the Plan and Subdivision map recorded in the Maps of the County of Clark, State of Nevada. PROPERTY ADDRESS: **5327 MARSH BUTTE ST, LAS VEGAS, NV 89148-4669**. If you have any questions, you should contact an attorney. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure. REMEMBER YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION. NOTICE IS HEREBY GIVEN THAT Alessi & Koenig, LLC is appointed trustee agent under the above referenced lien, dated **September 11, 2012**, on behalf of **Shadow Mountain Ranch Community Association** to secure assessment obligations in favor of said Association, pursuant to the terms contained in the Declaration of Covenants, Conditions, and Restrictions (CC&Rs). A default in the obligation for which said CC&Rs has occurred in that the payment(s) have not been made of homeowners assessments due from **February 1, 2008** and all subsequent assessments, late charges, interest, collection and/or attorney fees and costs.

Dated:

JUL 01 2013



Huong Lam, Esq. of Alessi & Koenig, LLC on behalf of Shadow Mountain Ranch Community Association

NATIONSTAR00295
JA_2061

DAVID ALESSI *
ROBERT KOENIG **
THOMAS BAYARD *



RYAN KERBOW ***
HUONG LAM ****
BRAD BACE ****

ADDITIONAL OFFICES

* Admitted in CA
** Admitted in CA, NV & CO
*** Admitted in CA & NV
**** Admitted in NV

9500 West Flamingo Road, Suite 205
Las Vegas, Nevada 89147
Telephone: 702-222-4033
Facsimile: 702-222-4043
www.alessikoenig.com

AGOURA HILLS, CA
PHONE: 818- 735-9600

RENO NV
PHONE: 775-626-2323
&
DIAMOND BAR CA
PHONE: 909-890-0900

Pre-Notice of Trustee Sale Notification

STACY MOORE
5327 MARSH BUTTE ST
LAS VEGAS, NV 89148-4669

Re: Shadow Mountain Ranch Community Association/5327 MARSH BUTTE ST/HO #6601

Dear STACY MOORE:

Please be informed that as of today's date our office has not received payment pursuant to the Notice of Delinquent Assessment Lien recorded against your property on **September 11, 2012** and the Notice of Default and Election to Sell recorded on **July 5, 2013**. Please understand that failure to bring your account current or failure to contact this office will result in the continuation of foreclosure proceedings against your property and will include a minimum of **\$1165.00** in additional charges.

The total amount currently due is **\$6,763.41**. Please submit payment to our office at the above listed **Nevada** address, made payable to the **Alessi & Koenig**. Cash will not be accepted.

Again, it is extremely important that we receive your payment. If you have any questions regarding your account or on how to make a payment, please contact my legal assistant, Naomi Eden, at (702) 222-4033. Should you fail to reinstate your account, you could lose ownership of your property.

Sincerely,

ALESSI & KOENIG, LLC
Huong Lam, Esq.

Please be advised that Alessi & Koenig, LLC is a debt collector that is attempting to collect a debt and any information obtained will be used for that purpose.

NATIONSTAR00296
JA_2062

When recorded mail to:
Alessi & Koenig, LLC
9500 West Flamingo Rd., Suite 205
Las Vegas, NV 89147
Phone: 702-222-4033

APN: **163-30-312-007**

TSN **6601**

NOTICE OF TRUSTEE'S SALE

WARNING! A SALE OF YOUR PROPERTY IS IMMINENT! UNLESS YOU PAY THE AMOUNT SPECIFIED IN THIS NOTICE BEFORE THE SALE DATE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE. YOU MUST ACT BEFORE THE SALE DATE. IF YOU HAVE ANY QUESTIONS, PLEASE CALL ALESSI & KOENIG AT 702-222-4033. IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMAN'S OFFICE, NEVADA REAL ESTATE DIVISION, AT 1-877-829-9907 IMMEDIATELY.

NOTICE IS HEREBY GIVEN THAT:

On **January 8, 2014**, Alessi & Koenig as duly appointed Trustee pursuant to a certain lien, recorded on **September 11, 2012**, as instrument number **0002023**, of the official records of **Clark** County, Nevada, WILL SELL THE BELOW MENTIONED PROPERTY TO THE HIGHEST BIDDER FOR LAWFUL MONEY OF THE UNITED STATES, OR A CASHIERS CHECK at: 2:00 p.m., at 9500 W. Flamingo Rd., Suite #205, Las Vegas, Nevada 89147 (Alessi & Koenig, LLC Office Building, 2nd Floor)

The street address and other common designation, if any, of the real property described above is purported to be: **5327 MARSH BUTTE ST, LAS VEGAS, NV 89148-4669**. The owner of the real property is purported to be: **STACY MOORE**

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designations, if any, shown herein. Said sale will be made, without covenant or warranty, expressed or implied, regarding title, possession or encumbrances, to pay the remaining principal sum of a note, homeowner's assessment or other obligation secured by this lien, with interest and other sum as provided therein: plus advances, if any, under the terms thereof and interest on such advances, plus fees, charges, expenses, of the Trustee and trust created by said lien. The total amount of the unpaid balance of the obligation secured by the property to be sold and reasonable estimated costs, expenses and advances at the time of the initial publication of the Notice of Sale is **\$8,017.11**. Payment must be in made in the form of certified funds.

Date:

By: **Huong Lam, Esq.** of Alessi & Koenig LLC on behalf of Shadow Mountain Ranch Community Association

NATIONSTAR00297
JA_2063

When recorded mail to:
Alessi & Koenig, LLC
9500 West Flamingo Rd., Suite 205
Las Vegas, NV 89147
Phone: 702-222-4033

APN: 163-30-312-007

TSN 6601

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NOTICE IS HEREBY GIVEN THAT:

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The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designations, if any, shown herein. Said sale will be made, without covenant or warranty, expressed or implied, regarding title, possession or encumbrances, to pay the remaining principal sum of a note, homeowner's assessment or other obligation secured by this lien, with interest and other sum as provided therein: plus advances, if any, under the terms thereof and interest on such advances, plus fees, charges, expenses, of the Trustee and trust created by said lien. The total amount of the unpaid balance of the obligation secured by the property to be sold and reasonable estimated costs, expenses and advances at the time of the initial publication of the Notice of Sale is **\$8,017.11**. Payment must be in made in the form of certified funds.

Date:

By: **Huong Lam, Esq.** of Alessi & Koenig LLC on behalf of Shadow Mountain Ranch Community Association

NATIONSTAR00298
JA_2064

Inst #: 201310010002401

Fees: \$18.00

N/C Fee: \$0.00

10/01/2013 01:29:41 PM

Receipt #: 1794477

Requestor:

CORELOGIC

Recorded By: MSH Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

Recording Requested By:

Bank of America, N.A.

Prepared By: Marcus Jones

When recorded mail to:

CoreLogic

Mail Stop: ASGN

1 CoreLogic Drive

Westlake, TX 76262-9823



DocID# 18712143406842077

Tax ID: 163-30-312-007

Property Address:

5327 Marsh Butte St

Las Vegas, NV 89148-4669

NV0-ADT 26012666 7/1/2013 NS0630A

This space for Recorder's use

ASSIGNMENT OF DEED OF TRUST

For Value Received, the undersigned holder of a Deed of Trust (herein "Assignor") whose address is **1800 TAPO CANYON ROAD, SIMI VALLEY, CA 93063** does hereby grant, sell, assign, transfer and convey unto **NATIONSTAR MORTGAGE, LLC** whose address is **350 HIGHLAND DRIVE, LEWISVILLE, TX 75067** all beneficial interest under that certain Deed of Trust described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Deed of Trust.

Original Lender: **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR COUNTRYWIDE HOME LOANS, INC.**

Made By: **MAGNOLIA GOTERA, A SINGLE WOMAN**

Trustee: **CTC REAL ESTATE SERVICES**

Date of Deed of Trust: **11/10/2005** Original Loan Amount: **\$508,250.00**

Recorded in **Clark County, NV** on: **11/21/2005**, book **N/A**, page **N/A** and instrument number **20051121-0005567**

I the undersigned hereby affirm that this document submitted for recording does not contain the social security number of any person or persons.

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Deed of Trust to be executed on

7/1/13

Bank of America, N.A.

By:

Kathleen Loera

Assistant Vice President

NATIONSTAR00299

JA_2065

State of TX, County of **DALLAS**

On **JUL 01 2013**, before me, **Wilayat Ali Sajjani** a Notary Public, personally appeared **Kathleen Loera**, **Assistant Vice President** of Bank of America, N.A. personally known to me to be the person(s) whose name(s) is are subscribed to the within document and acknowledged to me that he she they executed the same in his her their authorized capacity(ies), and that by his her their signature(s) on the document the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.


Notary Public: **Wilayat Ali Sajjani**
My Commission Expires: **10-03-2016**



DocID# 18712143406842077

NATIONSTAR00300
JA_2066

STACY MOORE
5327 MARSH BUTTE ST
LAS VEGAS, NV 89148-4669

Bank of America, NA
Re: Countrywide Home Loans, Inc.
PO Box 5170

MERS, Inc.
PO Box 2026
Flint, MI 48501-2026

Simi Valley, CA 93062-5170

Recontrust Company
2380 Performance Dr

Republic Services
PO BOX 98508

Nationstar Mortgage, LLC
350 Highland Drive

Richardson, TX 75082-4333

Las Vegas, NV 89193-8508

Lewisville, TX 75067-4177

US Bank NA
7350 Park Meadows Dr

OMBUDSMANS OFFICE
Attn: GORDAN MILDEN
2501 E SAHARA AVE SUITE 205

Lone Tree, CO 80124-2552

LAS VEGAS, NV 89104-4128

7013 1710 0002 3878 7278

| U.S. Postal Service™ | |
|--|----|
| CERTIFIED MAIL™ RECEIPT | |
| (Domestic Mail Only; No Insurance Coverage Provided) | |
| For delivery information visit our website at www.usps.com | |
| OFFICIAL USE | |
| Postage | \$ |
| Certified Fee | |
| Return Receipt Fee (Endorsement Required) | |
| Restricted Delivery Fee (Endorsement Required) | |
| Total Postage & Fees | \$ |
| Sent To STACY MOORE 5327 MARSH BUTTE ST LAS VEGAS, NV 89148-4669 | |

PS Form 3878, November 2012

7013 1710 0002 3878 7285

| U.S. Postal Service™ | |
|---|----|
| CERTIFIED MAIL™ RECEIPT | |
| (Domestic Mail Only; No Insurance Coverage Provided) | |
| For delivery information visit our website at www.usps.com | |
| OFFICIAL USE | |
| Postage | \$ |
| Certified Fee | |
| Return Receipt Fee (Endorsement Required) | |
| Restricted Delivery Fee (Endorsement Required) | |
| Total Postage & Fees | \$ |
| Sent To Bank of America, NA Re: Countrywide Home Loans, Inc. PO Box 5170 Simi Valley, CA 93062-5170 | |

PS Form 3878, November 2012

NOTS MAILINGS

NATIONSTAR00301

JA_2067

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage \$
 Certified Fee
 Return Receipt Fee
 (Endorsement Required)
 Restricted Delivery Fee
 (Endorsement Required)
 Total Postage & Fees

Sent To
 MERS, Inc.
 PO Box 2026
 Flint, MI 48501-2026



PS Form 3800, August 2006 See reverse for instructions

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage \$
 Certified Fee
 Return Receipt Fee
 (Endorsement Required)
 Restricted Delivery Fee
 (Endorsement Required)
 Total Postage & Fees

Sent To
 Recontrust Company
 2380 Performance Dr
 Richardson, TX 75082-4333



PS Form 3800, August 2006 See reverse for instructions

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage \$
 Certified Fee
 Return Receipt Fee
 (Endorsement Required)
 Restricted Delivery Fee
 (Endorsement Required)
 Total Postage & Fees

Sent To
 Republic Services
 PO BOX 98508
 Las Vegas, NV 89193-8508



PS Form 3800, August 2006 See reverse for instructions

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage \$
 Certified Fee
 Return Receipt Fee
 (Endorsement Required)
 Restricted Delivery Fee
 (Endorsement Required)
 Total Postage & Fees

Sent To
 Nationstar Mortgage, LLC
 350 Highland Drive
 Lewisville, TX 75067-4177



PS Form 3800, August 2006 See reverse for instructions

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage \$
 Certified Fee
 Return Receipt Fee
 (Endorsement Required)
 Restricted Delivery Fee
 (Endorsement Required)
 Total Postage & Fees

Sent To
 US Bank NA
 7350 Park Meadows Dr
 Lone Tree, CO 80124-2552



PS Form 3800, August 2006 See reverse for instructions

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage \$
 Certified Fee
 Return Receipt Fee
 (Endorsement Required)
 Restricted Delivery Fee
 (Endorsement Required)
 Total Postage & Fees

Sent To
 OMBUDSMANS OFFICE
 Attn: GORDAN MILDEN
 2501 E SAHARA AVE SUITE 205
 LAS VEGAS, NV 89104-4128



PS Form 3800, August 2006 See reverse for instructions

NOTS MAILINGS

NATIONSTAR00302

JA_2068

When recorded mail to:
Alessi & Koenig, LLC
9500 West Flamingo Rd., Suite 205
Las Vegas, NV 89147
Phone: 702-222-4033

APN: 163-30-312-007

TSN 6601

NOTICE OF TRUSTEE'S SALE

WARNING! A SALE OF YOUR PROPERTY IS IMMINENT! UNLESS YOU PAY THE AMOUNT SPECIFIED IN THIS NOTICE BEFORE THE SALE DATE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE. YOU MUST ACT BEFORE THE SALE DATE. IF YOU HAVE ANY QUESTIONS, PLEASE CALL ALESSI & KOENIG AT 702-222-4033. IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMAN'S OFFICE, NEVADA REAL ESTATE DIVISION, AT 1-877-829-9907 IMMEDIATELY.

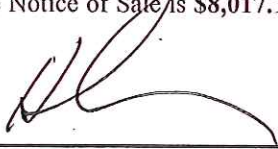
NOTICE IS HEREBY GIVEN THAT:

On January 8, 2014, Alessi & Koenig as duly appointed Trustee pursuant to a certain lien, recorded on September 11, 2012, as instrument number 0002023, of the official records of Clark County, Nevada, WILL SELL THE BELOW MENTIONED PROPERTY TO THE HIGHEST BIDDER FOR LAWFUL MONEY OF THE UNITED STATES, OR A CASHIERS CHECK at: 2:00 p.m., at 9500 W. Flamingo Rd., Suite #205, Las Vegas, Nevada 89147 (Alessi & Koenig, LLC Office Building, 2nd Floor)

The street address and other common designation, if any, of the real property described above is purported to be: 5327 MARSH BUTTE ST, LAS VEGAS, NV 89148-4669. The owner of the real property is purported to be: STACY MOORE

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designations, if any, shown herein. Said sale will be made, without covenant or warranty, expressed or implied, regarding title, possession or encumbrances, to pay the remaining principal sum of a note, homeowner's assessment or other obligation secured by this lien, with interest and other sum as provided therein: plus advances, if any, under the terms thereof and interest on such advances, plus fees, charges, expenses, of the Trustee and trust created by said lien. The total amount of the unpaid balance of the obligation secured by the property to be sold and reasonable estimated costs, expenses and advances at the time of the initial publication of the Notice of Sale is \$8,017.11. Payment must be in made in the form of certified funds.

Date: NOV 14 2013



By: Huong Lam, Esq. of Alessi & Koenig LLC on behalf of Shadow Mountain Ranch Community Association

NATIONSTAR00303
JA_2069

Inst #: 201312100001308
Fees: \$17.00
N/C Fee: \$0.00
12/10/2013 08:59:36 AM
Receipt #: 1867800
Requestor:
ALESSI & KOENIG LLC
Recorded By: RNS Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

When recorded mail to:
Alessi & Koenig, LLC
9500 West Flamingo Rd., Suite 205
Las Vegas, NV 89147
Phone: 702-222-4033

APN: 163-30-312-007

TSN 6601

NOTICE OF TRUSTEE'S SALE

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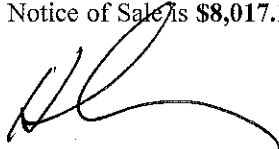
NOTICE IS HEREBY GIVEN THAT:

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Date: **NOV 14 2013**



By: Huong Lam, Esq. of Alessi & Koenig LLC on behalf of Shadow Mountain Ranch Community Association

NATIONSTAR00304
JA_2070

Inst #: 201209110002023
Fees: \$17.00
N/C Fee: \$0.00
09/11/2012 08:05:52 AM
Receipt #: 1302455
Requestor:
ALESSI & KOENIG LLC
Recorded By: DXI Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

When recorded return to:

ALESSI & KOENIG, LLC
9500 W. Flamingo Rd., Suite 205
Las Vegas, Nevada 89147
Phone: (702) 222-4033

A.P.N. 163-30-312-007

Trustee Sale # **SMR-5327-N**

NOTICE OF DELINQUENT ASSESSMENT (LIEN)

In accordance with Nevada Revised Statutes and the Association's Declaration of Covenants, Conditions and Restrictions (CC&Rs) of the official records of **Clark** County, Nevada, **Shadow Mountain Ranch Community Association** has a lien on the following legally described property.

The property against which the lien is imposed is commonly referred to as **5327 Marsh Butte St., Las Vegas, NV 89148** and more particularly legally described as: **SECTION 30 R2-60 70 #5 Lot 7 Block 1 Book 102 Page 28** in the County of **Clark**.

The owner(s) of record as reflected on the public record as of today's date is (are): **STACY MOORE**

The mailing address(es) is: **5327 MARSH BUTTE ST, LAS VEGAS, NV 89148**

The total amount due through today's date is: **\$6,448.00**. Of this total amount **\$5,823.00** represent Collection and/or Attorney fees, assessments, interest, late fees and service charges. **\$625.00** represent collection costs. Note: Additional monies shall accrue under this claim at the rate of the claimant's regular monthly or special assessments, plus permissible late charges, costs of collection and interest, accruing subsequent to the date of this notice.

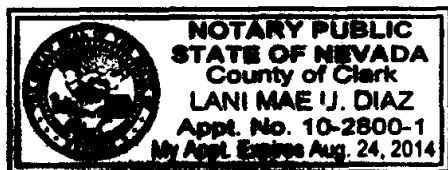
Date: **August 13, 2012**

By: _____

Huong Lam, Esq. of Alessi & Koenig, LLC on behalf of **Shadow Mountain Ranch Community Association**

State of Nevada
County of Clark
SUBSCRIBED and SWORN before me August ²³~~13~~, 2012

(Seal)



(Signature)

NOTARY PUBLIC

NATIONSTAR00305
JA_2071

Transaction Report

Reference #: 6601

| | Article Number | Ref # | Record Indicator | USPS® Service Type | Name & Address | Date Mailed | Status | USPS® Pstg. Fees |
|------------|----------------------|-------|------------------|--------------------|--|-------------|---------------------|------------------|
| 1 | 71138257147439652401 | 6601 | NOD | Certified Mail™ | Countrywide Home Loans, Inc. MS SV-79 Document Processing MIN 1000157-0006127350-0 PO BOX 10423 VAN NUYS, CA 91410-0423 | 07/08/2010 | RRE Event | 4.34 |
| 2 | 2236881822 | 6601 | NOD | First-Class Mail® | Countrywide Home Loans, Inc. MS SV-79 Document Processing MIN 1000157-0006127350-0 PO BOX 10423 VAN NUYS, CA 91410-0423 | 07/08/2010 | Walz Event - Mailed | 0.44 |
| 3 | 71138257147439652418 | 6601 | NOD | Certified Mail™ | Countrywide Home Loans, Inc. MIN 1000157-0006127350-0 650 WHITE DR STE 280 LAS VEGAS, NV 89119-9019 | 07/08/2010 | Unclaimed | 4.34 |
| 4 | 2236881823 | 6601 | NOD | First-Class Mail® | Countrywide Home Loans, Inc. MIN 1000157-0006127350-0 650 WHITE DR STE 280 LAS VEGAS, NV 89119-9019 | 07/08/2010 | Unclaimed | 0.44 |
| 5 | 71138257147439652425 | 6601 | NOD | Certified Mail™ | Countrywide Home Loans, Inc. MIN 1000157-0006127350-0 PO BOX 10219 VAN NUYS, CA 91410-0219 | 07/08/2010 | RRE Event | 4.34 |
| 6 | 2236881824 | 6601 | NOD | First-Class Mail® | Countrywide Home Loans, Inc. MIN 1000157-0006127350-0 PO BOX 10219 VAN NUYS, CA 91410-0219 | 07/08/2010 | Walz Event - Mailed | 0.44 |
| 7 | 71138257147439652432 | 6601 | NOD | Certified Mail™ | MERS MIN 1000157-0006127350-0 PO BOX 2027 FLINT, MI 48501 | 07/08/2010 | RRE Event | 4.34 |
| 8 | 2236881825 | 6601 | NOD | First-Class Mail® | MERS MIN 1000157-0006127350-0 PO BOX 2027 FLINT, MI 48501 | 07/08/2010 | Unclaimed | 0.44 |
| 9 | 71138257147439652449 | 6601 | NOD | Certified Mail™ | Recontrust Company TS No 08-02887 2380 Performance Dr, RGV-D7-450 Richardson, TX 75082 | 07/08/2010 | RRE Event | 4.34 |
| 10 | 2236881826 | 6601 | NOD | First-Class Mail® | Recontrust Company TS No 08-02887 2380 Performance Dr, RGV-D7-450 Richardson, TX 75082 | 07/08/2010 | Walz Event - Mailed | 0.44 |
| 26 Records | | | | | | | | \$62.14 |

| | Article Number | Ref # | Record Indicator | USPS® Service Type | Name & Address | Date Mailed | Status | USPS® Pstg. Fees |
|--|----------------------|-------|------------------|--------------------|--|-------------|---------------------|------------------|
| 11 | 71138257147439652456 | 6601 | NOD | Certified Mail™ | Republic Services Acct # 23-61950-4 PO BOX 98508 LAS VEGAS, NV 89193-8508 | 07/08/2010 | RRE Event | 4.34 |
| 12 | 2236881827 | 6601 | NOD | First-Class Mail® | Republic Services Acct # 23-61950-4 PO BOX 98508 LAS VEGAS, NV 89193-8508 | 07/08/2010 | Walz Event - Mailed | 0.44 |
| 13 | 71138257147439652463 | 6601 | NOD | Certified Mail™ | , | 07/08/2010 | Unclaimed | 4.34 |
| 14 | 2236881828 | 6601 | NOD | First-Class Mail® | , | 07/08/2010 | Unclaimed | 0.44 |
| 15 | 71138257147439652470 | 6601 | NOD | Certified Mail™ | , | 07/08/2010 | Unclaimed | 4.34 |
| 16 | 2236881829 | 6601 | NOD | First-Class Mail® | , | 07/08/2010 | Unclaimed | 0.44 |
| 17 | 71138257147439652487 | 6601 | NOD | Certified Mail™ | , | 07/08/2010 | Unclaimed | 4.34 |
| 18 | 2236881830 | 6601 | NOD | First-Class Mail® | , | 07/08/2010 | Unclaimed | 0.44 |
| 19 | 71138257147439652494 | 6601 | NOD | Certified Mail™ | , | 07/08/2010 | Unclaimed | 4.34 |
| 20 | 2236881831 | 6601 | NOD | First-Class Mail® | , | 07/08/2010 | Unclaimed | 0.44 |
| 21 | 71138257147439652500 | 6601 | NOD | Certified Mail™ | Magnolia Gotera 1090 TWIN CREEKS DR SALINAS, CA 93905-4821 | 07/08/2010 | RRE Event | 4.34 |
| 22 | 2236881832 | 6601 | NOD | First-Class Mail® | Magnolia Gotera 1090 TWIN CREEKS DR SALINAS, CA 93905-4821 | 07/08/2010 | Walz Event - Mailed | 0.44 |
| 23 | 71138257147439652517 | 6601 | NOD | Certified Mail™ | Magnolia Gotera 5327 MARSH BUTTE ST LAS VEGAS, NV 89148-4669 | 07/08/2010 | Unclaimed | 4.34 |
| 24 | 2236881833 | 6601 | NOD | First-Class Mail® | Magnolia Gotera 5327 MARSH BUTTE ST LAS VEGAS, NV 89148-4669 | 07/08/2010 | Unclaimed | 0.44 |
| 25 | 71138257147439652623 | 6601 | NOD | Certified Mail™ | Countrywide Home Loans, Inc. Min 1000157-0006127350-0 PO Box 515503 Los Angeles, CA 90051-6803 | 07/08/2010 | RRE Event | 4.34 |
| 26 | 2236881844 | 6601 | NOD | First-Class Mail® | Countrywide Home Loans, Inc. Min 1000157-0006127350-0 PO Box 515503 Los Angeles, CA 90051-6803 | 07/08/2010 | Walz Event - Mailed | 0.44 |
| 26 Records | | | | | | | | \$62.14 |
| ⏪ ⏩ 1 ⏪ ⏩ Page: <input type="text"/> of 1 <input type="button" value="Go"/> Page size: <input type="text"/> <input type="button" value="Change"/> Item 1 to 26 of 26 | | | | | | | | |

When recorded mail to and
Mail Tax Statements to:
SFR Investments Pool 1, LLC
5030 Paradise Road, B-214
LAS VEGAS, NV 89119

A.P.N. No. **163-30-312-007**

TS No. **6601**

TRUSTEE'S DEED UPON SALE

The Grantee (Buyer) herein was: **SFR Investments Pool 1, LLC**
The Foreclosing Beneficiary herein was : **Shadow Mountain Ranch Community Association**
The amount of unpaid debt together with costs:
The amount paid by the Grantee (Buyer) at the Trustee's Sale: **\$60,536.80**
The Documentary Transfer Tax:
Property address: **5327 MARSH BUTTE ST, LAS VEGAS, NV 89148-4669**
Said property is in [] unincorporated area: City of **LAS VEGAS**
Trustor (Former Owner that was foreclosed on): **STACY MOORE**

Alessi & Koenig, LLC (herein called Trustee), as the duly appointed Trustee under that certain Notice of Delinquent Assessment Lien, recorded **September 11, 2012** as instrument number **0002023**, in **Clark** County, does hereby grant, without warranty expressed or implied to: **SFR Investments Pool 1, LLC** (Grantee), all its right, title and interest in the property legally described as: **SECTION 30 R2-60 70 #5 LOT 7 BLOCK 1**, as per map recorded in Book **102**, Pages **28** as shown in the Office of the County Recorder of **Clark** County Nevada.

TRUSTEE STATES THAT:

This conveyance is made pursuant to the powers conferred upon Trustee by NRS 116 et seq., and that certain Notice of Delinquent Assessment Lien, described herein. Default occurred as set forth in a Notice of Default and Election to Sell which was recorded in the office of the recorder of said county. All requirements of law regarding the mailing of copies of notices and the posting and publication of the copies of the Notice of Sale have been complied with. Said property was sold by said Trustee at public auction on **January 8, 2014** at the place indicated on the Notice of Trustee's Sale.

Ryan Kerbow, Esq.
Signature of AUTHORIZED AGENT for **Alessi & Koenig, Llc.**

State of Nevada)
County of Clark)

SUBSCRIBED and SWORN before me _____, _____

WITNESS my hand and official seal.
(Seal)

(Signature)

NATIONSTAR00308
JA_2074

When recorded mail to and
Mail Tax Statements to:
SFR Investments Pool 1, LLC
5030 Paradise Road, B-214
Las Vegas, NV 89119

A.P.N. No. **163-30-312-007**

TS No. **6601**

TRUSTEE'S DEED UPON SALE

The Grantee (Buyer) herein was: **SFR Investments Pool 1, LLC**
The Foreclosing Beneficiary herein was: **Shadow Mountain Ranch Community Association**
The amount of unpaid debt together with costs: \$8,499.11
The amount paid by the Grantee (Buyer) at the Trustee's Sale: **\$59,000.00**
The Documentary Transfer Tax: \$1,519.80
Property address: **5327 MARSH BUTTE ST, LAS VEGAS, NV 89148-4669**
Said property is in [] unincorporated area: City of **LAS VEGAS**
Trustor (Former Owner that was foreclosed on): **STACY MOORE**

Alessi & Koenig, LLC (herein called Trustee), as the duly appointed Trustee under that certain Notice of Delinquent Assessment Lien, recorded **September 11, 2012** as instrument number **0002023**, in **Clark** County, does hereby grant, without warranty expressed or implied to: **SFR Investments Pool 1, LLC** (Grantee), all its right, title and interest in the property legally described as: **SECTION 30 R2-60 70 #5 LOT 7 BLOCK 1**, as per map recorded in Book **102**, Pages **28** as shown in the Office of the County Recorder of **Clark** County Nevada.

TRUSTEE STATES THAT:

This conveyance is made pursuant to the powers conferred upon Trustee by NRS 116 et seq., and that certain Notice of Delinquent Assessment Lien, described herein. Default occurred as set forth in a Notice of Default and Election to Sell which was recorded in the office of the recorder of said county. All requirements of law regarding the mailing of copies of notices and the posting and publication of the copies of the Notice of Sale have been complied with. Said property was sold by said Trustee at public auction on **January 8, 2014** at the place indicated on the Notice of Trustee's Sale.

Huong Lam, Esq.
Signature of AUTHORIZED AGENT for **Alessi & Koenig, Llc.**

State of Nevada)
County of Clark)

SUBSCRIBED and SWORN before me _____, _____ by Huong Lam

WITNESS my hand and official seal.
(Seal)

(Signature)

Inst #: 201401130001460
Fees: \$17.00 N/C Fee: \$0.00
RPTT: \$1519.80 Ex: #
01/13/2014 01:10:44 PM
Receipt #: 1899989
Requestor:
ALESSI & KOENIG, LLC
Recorded By: SUO Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

When recorded mail to and
Mail Tax Statements to:
SFR Investments Pool 1, LLC
5030 Paradise Road, B-214
Las Vegas, NV 89119

A.P.N. No.163-30-312-007

TS No. 6601

TRUSTEE'S DEED UPON SALE

The Grantee (Buyer) herein was: SFR Investments Pool 1, LLC
The Foreclosing Beneficiary herein was: Shadow Mountain Ranch Community Association
The amount of unpaid debt together with costs: \$8,499.11
The amount paid by the Grantee (Buyer) at the Trustee's Sale: \$59,000.00
The Documentary Transfer Tax: \$1,519.80
Property address: 5327 MARSH BUTTE ST, LAS VEGAS, NV 89148-4669
Said property is in [] unincorporated area: City of LAS VEGAS
Trustor (Former Owner that was foreclosed on): STACY MOORE

Alessi & Koenig, LLC (herein called Trustee), as the duly appointed Trustee under that certain Notice of Delinquent Assessment Lien, recorded September 11, 2012 as instrument number 0002023, in Clark County, does hereby grant, without warranty expressed or implied to: SFR Investments Pool 1, LLC (Grantee), all its right, title and interest in the property legally described as: SECTION 30 R2-60 70 #5 LOT 7 BLOCK 1, as per map recorded in Book 102, Pages 28 as shown in the Office of the County Recorder of Clark County Nevada.

TRUSTEE STATES THAT:

This conveyance is made pursuant to the powers conferred upon Trustee by NRS 116 et seq., and that certain Notice of Delinquent Assessment Lien, described herein. Default occurred as set forth in a Notice of Default and Election to Sell which was recorded in the office of the recorder of said county. All requirements of law regarding the mailing of copies of notices and the posting and publication of the copies of the Notice of Sale have been complied with. Said property was sold by said Trustee at public auction on January 8, 2014 at the place indicated on the Notice of Trustee's Sale.

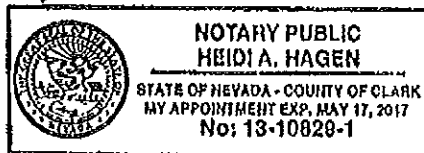
Huong Lam, Esq.

Signature of AUTHORIZED AGENT for Alessi & Koenig, Llc.

State of Nevada)
County of Clark)

SUBSCRIBED and SWORN before me JAN 13 2014, by Huong Lam

WITNESS my hand and official seal.
(Seal)



(Signature)

NATIONSTAR00310
JA_2076

When recorded mail to and
Mail Tax Statements to:
SFR Investments Pool 1, LLC
5030 Paradise Road, B-214
Las Vegas, NV 89119

A.P.N. No.163-30-312-007

TS No. 6601

TRUSTEE'S DEED UPON SALE

The Grantee (Buyer) herein was: **SFR Investments Pool 1, LLC**
The Foreclosing Beneficiary herein was: **Shadow Mountain Ranch Community Association**
The amount of unpaid debt together with costs: **\$8,499.11**
The amount paid by the Grantee (Buyer) at the Trustee's Sale: **\$59,000.00**
The Documentary Transfer Tax: **\$1,519.80**
Property address: **5327 MARSH BUTTE ST, LAS VEGAS, NV 89148-4669**
Said property is in [] unincorporated area: City of **LAS VEGAS**
Trustor (Former Owner that was foreclosed on): **STACY MOORE**

Alessi & Koenig, LLC (herein called Trustee), as the duly appointed Trustee under that certain Notice of Delinquent Assessment Lien, recorded **September 11, 2012** as instrument number **0002023**, in **Clark County**, does hereby grant, without warranty expressed or implied to: **SFR Investments Pool 1, LLC** (Grantee), all its right, title and interest in the property legally described as: **SECTION 30 R2-60 70 #5 LOT 7 BLOCK 1**, as per map recorded in Book **102**, Pages **28** as shown in the Office of the County Recorder of Clark County Nevada.

TRUSTEE STATES THAT:

This conveyance is made pursuant to the powers conferred upon Trustee by NRS 116 et seq., and that certain Notice of Delinquent Assessment Lien, described herein. Default occurred as set forth in a Notice of Default and Election to Sell which was recorded in the office of the recorder of said county. All requirements of law regarding the mailing of copies of notices and the posting and publication of the copies of the Notice of Sale have been complied with. Said property was sold by said Trustee at public auction on **January 8, 2014** at the place indicated on the Notice of Trustee's Sale.

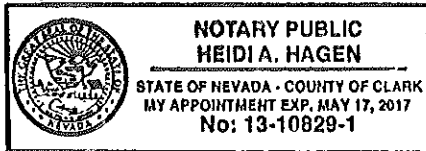
Huong Lam, Esq.

Signature of AUTHORIZED AGENT for Alessi & Koenig, LLC.

State of Nevada)
County of Clark)

SUBSCRIBED and SWORN before me JAN 13 2014 by Huong Lam

WITNESS my hand and official seal.
(Seal)



(Signature)

NATIONSTAR00311

JA_2077

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

a. 163-30-312-007
b. _____
c. _____
d. _____

2. Type of Property:

a. ☐ Vacant Land b. ☒ Single Fam. Res.
c. ☐ Condo/Twnhse d. ☐ 2-4 Plex
e. ☐ Apt. Bldg f. ☐ Comm'l/Ind'l
g. ☐ Agricultural h. ☐ Mobile Home
☐ Other

FOR RECORDERS OPTIONAL USE ONLY

Book _____ Page: _____

Date of Recording: _____

Notes: _____

3.a. Total Value/Sales Price of Property

\$ 59,000.00

b. Deed in Lieu of Foreclosure Only (value of property (_____))

c. Transfer Tax Value:

\$ 297,577.00

d. Real Property Transfer Tax Due

\$ 1,519.80

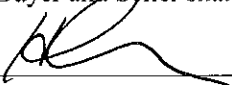
4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090, Section _____

b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: 100 %

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

Signature  Capacity: Grantor

Signature _____ Capacity: _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: Alessi & Koenig, LLC
Address: 9500 W. Flamingo Rd., Ste. 205
City: Las Vegas
State: NV Zip: 89147

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: SFR Investments Pool 1, LLC
Address: 5030 Paradise Road, B-214
City: Las Vegas
State: NV Zip: 89119

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

Print Name: Alessi & Koenig, LLC
Address: 9500 W. Flamingo Rd., Ste. 205
City: Las Vegas

Escrow # N/A Foreclosure
State: NV Zip: 89147

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

George Bates

163-30-312-007

#

From: Gary Rolen [gary@hoalawyersgroup.com]
Sent: Sunday, December 22, 2013 6:17 AM
To: George Bates
Subject: Sale Info - HO 6601 - scheduled sale date 01/08/2014
Attachments: 2013-12-06 NOTS Mailing.pdf; 2013-12-10 Recorded NOTS.pdf; 2012-08-20 LIEN Mailings.pdf; 2012-09-11 Recorded LIEN.pdf; 2010-07-07 WALZ Conf. NOD Mailings.pdf; 2013-12-21 WALZ Transaction Report.pdf; 2010-07-01 Recorded NOD.pdf

Property address: 5327 MARSH BUTTE ST, LAS VEGAS, NV 89148-4669

HOA: Shadow Mountain Ranch Community Association

Mgmt Company: Level

Sale Date: 01/08/2014

Lien Rec: 09-11-2012
Lien Mailed: 08-20-2012

NOD Rec: 07-01-2010
NOD Mailed: 07-07-2010 - WALZ Conf.

NOTS Rec: 12-10-2013
NOTS Mailed: 12-06-2013

Affidavit of Publishing: ✓

Affidavit of Posting: ✓

Total amount: \$8,499.11

ATTACHMENTS:

- a) Lien, NOD, NOTS - recorded docs
- b) NOD mail- WALZ confirmations
- c) NOTS & LIEN mail
- d) WALZ Transaction report

Tax
\$297,577

Chris Hardin
Single Family
\$59,000.00 Bid
1,519.80 Tax
17.00 Fee
\$60,536.80

Inst #: 201312100001308
Fees: \$17.00
N/C Fee: \$0.00
12/10/2013 08:59:36 AM
Receipt #: 1867800
Requestor:
ALESSI & KOENIG LLC
Recorded By: RNS Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

When recorded mail to:
Alessi & Koenig, LLC
9500 West Flamingo Rd., Suite 205
Las Vegas, NV 89147
Phone: 702-222-4033

APN: 163-30-312-007

TSN 6601

NOTICE OF TRUSTEE'S SALE

WARNING! A SALE OF YOUR PROPERTY IS IMMINENT! UNLESS YOU PAY THE AMOUNT SPECIFIED IN THIS NOTICE BEFORE THE SALE DATE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE. YOU MUST ACT BEFORE THE SALE DATE. IF YOU HAVE ANY QUESTIONS, PLEASE CALL ALESSI & KOENIG AT 702-222-4033. IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMAN'S OFFICE, NEVADA REAL ESTATE DIVISION, AT 1-877-829-9907 IMMEDIATELY. 6926

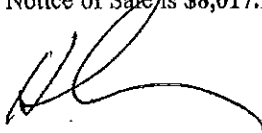
NOTICE IS HEREBY GIVEN THAT:

On January 8, 2014, Alessi & Koenig as duly appointed Trustee pursuant to a certain lien, recorded on September 11, 2012, as instrument number 0002023, of the official records of Clark County, Nevada, WILL SELL THE BELOW MENTIONED PROPERTY TO THE HIGHEST BIDDER FOR LAWFUL MONEY OF THE UNITED STATES, OR A CASHIERS CHECK at: 2:00 p.m., at 9500 W. Flamingo Rd., Suite #205, Las Vegas, Nevada 89147 (Alessi & Koenig, LLC Office Building, 2nd Floor)

The street address and other common designation, if any, of the real property described above is purported to be: 5327 MARSH BUTTE ST, LAS VEGAS, NV 89148-4669. The owner of the real property is purported to be: STACY MOORE

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designations, if any, shown herein. Said sale will be made, without covenant or warranty, expressed or implied, regarding title, possession or encumbrances, to pay the remaining principal sum of a note, homeowner's assessment or other obligation secured by this lien, with interest and other sum as provided therein: plus advances, if any, under the terms thereof and interest on such advances, plus fees, charges, expenses, of the Trustee and trust created by said lien. The total amount of the unpaid balance of the obligation secured by the property to be sold and reasonable estimated costs, expenses and advances at the time of the initial publication of the Notice of Sale is \$8,017.11. Payment must be in made in the form of certified funds.

Date: NOV 14 2013



By: Huong Lam, Esq. of Alessi & Koenig LLC on behalf of Shadow Mountain Ranch Community Association

STACY MOORE
5327 MARSH BUTTE ST

LAS VEGAS, NV 89148-4669

Bank of America, NA
Re: Countrywide Home Loans, Inc.
PO Box 5170

Simi Valley, CA 93062-5170

MERS, Inc.
PO Box 2026

Flint, MI 48501-2026

Recontrast Company
2380 Performance Dr

Richardson, TX 75082-4333

Republic Services
PO BOX 98508

Las Vegas, NV 89193-8508

Nationstar Mortgage, LLC
350 Highland Drive

Lewisville, TX 75087-4177

US Bank NA
7350 Park Meadows Dr

Lone Tree, CO 80124-2552

OMBUDSMANS OFFICE
Attn: GORDAN MILDEN
2501 E SAHARA AVE SUITE 205

LAS VEGAS, NV 89104-4128

7013 1710 0002 3878 7278

| U.S. Postal Service TM | |
|--|--------------------------|
| CERTIFIED MAIL TM RECEIPT | |
| (Domestic Mail Only; No Insurance Coverage Provided) | |
| For delivery information visit our website at www.usps.com | |
| OFFICIAL USE | |
| Postage | \$ |
| Certified Fee | |
| Return Receipt Fee (Endorsement Required) | |
| Restricted Delivery Fee (Endorsement Required) | |
| Total Postage & Fees | \$ |
| <div style="text-align: center;"> </div> | |
| Sent To | STACY MOORE |
| Street, Apt. or PO Box | 5327 MARSH BUTTE ST |
| City, State | LAS VEGAS, NV 89148-4669 |
| PS Form | 4600 |

7013 1710 0002 3878 7265

| U.S. Postal Service TM | |
|--|---|
| CERTIFIED MAIL TM RECEIPT | |
| (Domestic Mail Only; No Insurance Coverage Provided) | |
| For delivery information visit our website at www.usps.com | |
| OFFICIAL USE | |
| Postage | \$ |
| Certified Fee | |
| Return Receipt Fee (Endorsement Required) | |
| Restricted Delivery Fee (Endorsement Required) | |
| Total Postage & Fees | \$ |
| <div style="text-align: center;"> </div> | |
| Sent To | Bank of America, NA |
| Street, Apt. or PO Box | Re: Countrywide Home Loans, Inc. PO Box 5170 |
| City, State | Simi Valley, CA 93062-5170 |
| PS Form | 4600 |

NOTS MAILINGS

NATIONSTAR00315
JA_2081

7013 1710 0002 3878 7292

| U.S. Postal Service TM | |
|--|--|
| CERTIFIED MAIL TM RECEIPT | |
| (Domestic Mail Only; No Insurance Coverage Provided) | |
| For delivery information visit our website at www.usps.com | |
| OFFICIAL USE | |
| Postage \$ | |
| Certified Fee | |
| Return Receipt Fee (Endorsement Required) | |
| Restricted Delivery Fee (Endorsement Required) | |
| Total Postage & Fees | |
| Sent To | MERS, Inc. PO Box 2026 Flint, MI 48501-2026 |
| Street, Apt. or PO Box | |
| City, State | |
| PS Form 3800 | Postmark LAS VEGAS, NV 89113-9998 DEC - 6 2013 USPS |

7013 1710 0002 3878 7315

| U.S. Postal Service TM | |
|--|---|
| CERTIFIED MAIL TM RECEIPT | |
| (Domestic Mail Only; No Insurance Coverage Provided) | |
| For delivery information visit our website at www.usps.com | |
| OFFICIAL USE | |
| Postage \$ | |
| Certified Fee | |
| Return Receipt Fee (Endorsement Required) | |
| Restricted Delivery Fee (Endorsement Required) | |
| Total Postage & Fees | |
| Sent To | Republic Services PO BOX 98508 Las Vegas, NV 89193-8508 |
| Street, Apt. or PO Box | |
| City, State | |
| PS Form 3800 | Postmark LAS VEGAS, NV 89113-9998 DEC - 6 2013 USPS |

7013 1710 0002 3878 7339

| U.S. Postal Service TM | |
|--|--|
| CERTIFIED MAIL TM RECEIPT | |
| (Domestic Mail Only; No Insurance Coverage Provided) | |
| For delivery information visit our website at www.usps.com | |
| OFFICIAL USE | |
| Postage \$ | |
| Certified Fee | |
| Return Receipt Fee (Endorsement Required) | |
| Restricted Delivery Fee (Endorsement Required) | |
| Total Postage & Fees | |
| Sent To | US Bank NA 7350 Park Meadows Dr Lone Tree, CO 80124-2552 |
| Street, Apt. or PO Box | |
| City, State | |
| PS Form 3800 | Postmark LAS VEGAS, NV 89113-9998 DEC - 6 2013 USPS |

7013 1720 0002 3878 7308

| U.S. Postal Service TM | |
|--|--|
| CERTIFIED MAIL TM RECEIPT | |
| (Domestic Mail Only; No Insurance Coverage Provided) | |
| For delivery information visit our website at www.usps.com | |
| OFFICIAL USE | |
| Postage \$ | |
| Certified Fee | |
| Return Receipt Fee (Endorsement Required) | |
| Restricted Delivery Fee (Endorsement Required) | |
| Total Postage & Fees | |
| Sent To | Recontrust Company 2380 Performance Dr Richardson, TX 75082-4333 |
| Street, Apt. or PO Box | |
| City, State | |
| PS Form 3800 | Postmark LAS VEGAS, NV 89113-9998 DEC - 6 2013 USPS |

7013 1710 0002 3878 7322

| U.S. Postal Service TM | |
|--|---|
| CERTIFIED MAIL TM RECEIPT | |
| (Domestic Mail Only; No Insurance Coverage Provided) | |
| For delivery information visit our website at www.usps.com | |
| OFFICIAL USE | |
| Postage \$ | |
| Certified Fee | |
| Return Receipt Fee (Endorsement Required) | |
| Restricted Delivery Fee (Endorsement Required) | |
| Total Postage & Fees | |
| Sent To | Nationstar Mortgage, LLC 350 Highland Drive Lewisville, TX 75067-4177 |
| Street, Apt. or PO Box | |
| City, State | |
| PS Form 3800 | Postmark LAS VEGAS, NV 89113-9998 DEC - 6 2013 USPS |

7013 1710 0002 3878 7346

| U.S. Postal Service TM | |
|--|---|
| CERTIFIED MAIL TM RECEIPT | |
| (Domestic Mail Only; No Insurance Coverage Provided) | |
| For delivery information visit our website at www.usps.com | |
| OFFICIAL USE | |
| Postage \$ | |
| Certified Fee | |
| Return Receipt Fee (Endorsement Required) | |
| Restricted Delivery Fee (Endorsement Required) | |
| Total Postage & Fees | |
| Sent To | OMBUDSMANS OFFICE Attn: GORDAN MILDEN 2501 E SAHARA AVE SUITE 205 LAS VEGAS, NV 89104-4128 |
| Street, Apt. or PO Box | |
| City, State | |
| PS Form 3800 | Postmark LAS VEGAS, NV 89113-9998 DEC - 6 2013 USPS |

NOTS MAILINGS

NATIONSTAR00316

JA_2082

When recorded mail to:
Alessi & Koenig, LLC
9500 West Flamingo Rd., Suite 205
Las Vegas, NV 89147
Phone: 702-222-4033

APN: 163-30-312-007

TSN 6601

NOTICE OF TRUSTEE'S SALE

WARNING! A SALE OF YOUR PROPERTY IS IMMINENT! UNLESS YOU PAY THE AMOUNT SPECIFIED IN THIS NOTICE BEFORE THE SALE DATE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE. YOU MUST ACT BEFORE THE SALE DATE. IF YOU HAVE ANY QUESTIONS, PLEASE CALL ALESSI & KOENIG AT 702-222-4033. IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMAN'S OFFICE, NEVADA REAL ESTATE DIVISION, AT 1-877-829-9907 IMMEDIATELY.

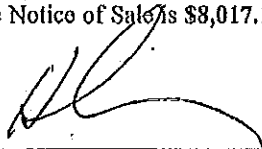
NOTICE IS HEREBY GIVEN THAT:

On January 8, 2014, Alessi & Koenig as duly appointed Trustee pursuant to a certain lien, recorded on September 11, 2012, as instrument number 0002023, of the official records of Clark County, Nevada, WILL SELL THE BELOW MENTIONED PROPERTY TO THE HIGHEST BIDDER FOR LAWFUL MONEY OF THE UNITED STATES, OR A CASHIERS CHECK at: 2:00 p.m., at 9500 W. Flamingo Rd., Suite #205, Las Vegas, Nevada 89147 (Alessi & Koenig, LLC Office Building, 2nd Floor)

The street address and other common designation, if any, of the real property described above is purported to be: 5327 MARSH BUTTE ST, LAS VEGAS, NV 89148-4669. The owner of the real property is purported to be: STACY MOORE

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designations, if any, shown herein. Said sale will be made, without covenant or warranty, expressed or implied, regarding title, possession or encumbrances, to pay the remaining principal sum of a note, homeowner's assessment or other obligation secured by this lien, with interest and other sum as provided therein: plus advances, if any, under the terms thereof and interest on such advances, plus fees, charges, expenses, of the Trustee and trust created by said lien. The total amount of the unpaid balance of the obligation secured by the property to be sold and reasonable estimated costs, expenses and advances at the time of the initial publication of the Notice of Sale is \$8,017.11. Payment must be made in the form of certified funds.

Date: NOV 14 2013



By: Huong Lam, Esq. of Alessi & Koenig LLC on behalf of Shadow Mountain Ranch Community Association

Inst #: 201307050000950
Fees: \$17.00
N/C Fee: \$0.00
07/05/2013 09:02:36 AM
Receipt #: 1681415
Requestor:
ALESSI & KOENIG LLC
Recorded By: MAT Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

When recorded mail to:

THE ALESSI & KOENIG, LLC
9500 West Flamingo Rd., Ste 205
Las Vegas, Nevada 89147
Phone: 702-222-4033

A.P.N. 163-30-312-007

Trustee Sale No. 6601 ²⁸

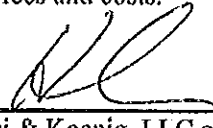
NOTICE OF DEFAULT AND ELECTION TO SELL UNDER HOMEOWNERS ASSOCIATION LIEN

WARNING! IF YOU FAIL TO PAY THE AMOUNT SPECIFIED IN THIS NOTICE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE! You may have the right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account. The sale may not be set until ninety days from the date this notice of default recorded, which appears on this notice. The amount due is \$6,631.41 as of the date of this notice and will increase until your account becomes current. To arrange for payment to stop the foreclosure, contact: Shadow Mountain Ranch Community Association, c/o Alessi & Koenig, 9500 W. Flamingo Rd, Ste 205, Las Vegas, NV 89147, (702)222-4033.

THIS NOTICE pursuant to that certain Notice of Delinquent Assessment Lien, recorded on September 11, 2012 as document number 0002023, of Official Records in the County of Clark, State of Nevada. Owner(s): STACY MOORE, of SECTION 30 R2-60 70 #5 LOT 7 BLOCK 1, as per map recorded in Book 102, Pages 28, as shown on the Plan and Subdivision map recorded in the Maps of the County of Clark, State of Nevada. PROPERTY ADDRESS: 5327 MARSH BUTTE ST, LAS VEGAS, NV 89148-4669. If you have any questions, you should contact an attorney. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure. REMEMBER YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION. NOTICE IS HEREBY GIVEN THAT Alessi & Koenig, LLC is appointed trustee agent under the above referenced lien, dated September 11, 2012, on behalf of Shadow Mountain Ranch Community Association to secure assessment obligations in favor of said Association, pursuant to the terms contained in the Declaration of Covenants, Conditions, and Restrictions (CC&Rs). A default in the obligation for which said CC&Rs has occurred in that the payment(s) have not been made of homeowners assessments due from February 1, 2008 and all subsequent assessments, late charges, interest, collection and/or attorney fees and costs.

Dated:

JUL 01 2013


Huong Lam, Esq. of Alessi & Koenig, LLC on behalf of Shadow Mountain Ranch Community Association

NATIONSTAR00318

JA_2084

6601

STACY MOORE
5327 MARSH BUTTE ST

LAS VEGAS, NV 89148-4669

Countrywide Home Loans, Inc.
PO BOX 10219

Van Nuys, CA 91410-0219

MERS
PO BOX 2026

Flint, MI 48501-2026

Recontrust Company
2380 Performance Dr,

Richardson, TX 75082-4333

Republic Services
PO BOX 98508

Las Vegas, NV 89193-8508

NOD 10-DAY MAILINGS

NATIONSTAR00319
JA_2085

7012 3460 0000 2849 2547

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

| | |
|---|----|
| Postage | \$ |
| Certified Fee | |
| Return Receipt Fee (Endorsement Required) | |
| Restricted Delivery Fee (Endorsement Required) | |
| Total Postage & Fees | \$ |

Sent To: **STACY MOORE**
5327 MARSH BUTTE ST
LAS VEGAS, NV 89148-4669

Postmark: JUL 15 2013

PS Form 3800, January 2007

7012 3460 0000 2849 2534

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

| | |
|---|----|
| Postage | \$ |
| Certified Fee | |
| Return Receipt Fee (Endorsement Required) | |
| Restricted Delivery Fee (Endorsement Required) | |
| Total Postage & Fees | \$ |

Sent To: **Countrywide Home Loans, Inc.**
PO BOX 10219
Van Nuys, CA 91410-0219

Postmark: JUL 15 2013

PS Form 3800, January 2007

7012 3460 0000 2849 2927

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

| | |
|---|----|
| Postage | \$ |
| Certified Fee | |
| Return Receipt Fee (Endorsement Required) | |
| Restricted Delivery Fee (Endorsement Required) | |
| Total Postage & Fees | \$ |

Sent To: **MERS**
PO BOX 2026
Flint, MI 48501-2026

Postmark: JUL 15 2013

PS Form 3800, January 2007

7012 3460 0000 2849 2510

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

| | |
|---|----|
| Postage | \$ |
| Certified Fee | |
| Return Receipt Fee (Endorsement Required) | |
| Restricted Delivery Fee (Endorsement Required) | |
| Total Postage & Fees | \$ |

Sent To: **Recontrust Company**
2380 Performance Dr,
Richardson, TX 75082-4333

Postmark: JUL 15 2013

PS Form 3800, January 2007

7012 3460 0000 2849 2503

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

| | |
|---|----|
| Postage | \$ |
| Certified Fee | |
| Return Receipt Fee (Endorsement Required) | |
| Restricted Delivery Fee (Endorsement Required) | |
| Total Postage & Fees | \$ |

Sent To: **Republic Services**
PO BOX 98508
Las Vegas, NV 89193-8508

Postmark: JUL 15 2013

PS Form 3800, January 2007

NOD 10-DAY MAILINGS

NATIONSTAR00320

JA_2086

Inst #: 201209110002023
Fees: \$17.00
N/C Fee: \$0.00
08/11/2012 08:05:52 AM
Receipt #: 1302455
Requestor:
ALESSI & KOENIG LLC
Recorded By: DXI Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

When recorded return to:

ALESSI & KOENIG, LLC
9500 W. Flamingo Rd., Suite 205
Las Vegas, Nevada 89147
Phone: (702) 222-4033

A.P.N. 163-30-312-007

Trustee Sale # SMR-5327-N

NOTICE OF DELINQUENT ASSESSMENT (LIEN)

In accordance with Nevada Revised Statutes and the Association's Declaration of Covenants, Conditions and Restrictions (CC&Rs) of the official records of Clark County, Nevada, **Shadow Mountain Ranch Community Association** has a lien on the following legally described property.

The property against which the lien is imposed is commonly referred to as **5327 Marsh Butte St., Las Vegas, NV 89148** and more particularly legally described as: **SECTION 30 R2-60 70 #5 Lot 7 Block 1 Book 102 Page 28** in the County of Clark.

The owner(s) of record as reflected on the public record as of today's date is (are): **STACY MOORE**

The mailing address(es) is: **5327 MARSH BUTTE ST, LAS VEGAS, NV 89148**

The total amount due through today's date is: **\$6,448.00**. Of this total amount **\$5,823.00** represent Collection and/or Attorney fees, assessments, interest, late fees and service charges. **\$625.00** represent collection costs. Note: Additional monies shall accrue under this claim at the rate of the claimant's regular monthly or special assessments, plus permissible late charges, costs of collection and interest, accruing subsequent to the date of this notice.

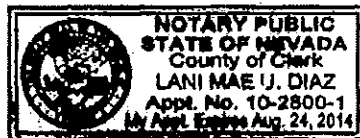
Date: **August 13, 2012**

By: _____

Huong Lam, Esq. of Alessi & Koenig, LLC on behalf of **Shadow Mountain Ranch Community Association**

State of Nevada
County of Clark
SUBSCRIBED and SWORN before me August ²³13, 2012

(Seal)



(Signature) _____

NOTARY PUBLIC

DAVID ALESSI*
THOMAS BAYARD*
ROBERT KOENIG**
RYAN KERBOW****

HUONG LAM***

* Admitted to the California Bar

** Admitted to the California, Nevada
and Colorado Bar

*** Admitted to the Nevada Bar

**** Admitted to the Nevada and California Bar

**ALESSI
&
KOENIG**

A Multi-Jurisdictional Law Firm

9500 West Flamingo Road, Suite 205
Las Vegas, Nevada 89147
Telephone: 702-222-4033
Facsimile: 702-222-4043
www.alessikoenig.com

ADDITIONAL OFFICES

AGOURA HILLS, CA
PHONE: 818-735-9600

RENO NV
PHONE: 775-626-2323
&
DIAMOND BAR CA
PHONE: 909-843-6590

August 13, 2012

LIEN LETTER

VIA REGULAR AND CERTIFIED MAIL

STACY MOORE
5327 MARSH BUTTE ST
LAS VEGAS, NV 89148

Re: 5327 Marsh Butte St./HO #6601
Shadow Mountain Ranch Community Association

Dear STACY MOORE:

Our office has been retained by Shadow Mountain Ranch Community Association to collect the past due assessment balance on your account. Please find the enclosed Notice of Delinquent Assessment (Lien), signed and dated on behalf of Shadow Mountain Ranch Community Association on August 13, 2012. The total amount due as of the date of this letter is \$6,448.00. To verify the total of unpaid charges please contact Alessi & Koenig, LLC. Please submit payment to our Nevada mailing address listed above. Payment must be in the form of a cashier's check or m. Cash will not be accepted.

7196 9008 9111 4959 7439

Unless you, within thirty days after receipt of portion thereof, our office will assume the debt is valid day period that you dispute the debt, or any portion the of such verification will be mailed to you. Upon receipt we will provide you with the name and address of the Please note the law does not require our office to wait to the next step in the collection process. If, however, of the original creditor within the thirty-day period that requires us to suspend efforts to collect the debt until v advised that you have the right to inspect the associatio

TO: STACY MOORE
5327 MARSH BUTTE ST

LAS VEGAS, NV 89148

SENDER:

TSN #: SMR-5327-N

REFERENCE:

Certified Article Number

7196 9008 9111 4959 7439

SENDER'S RECORD

PS Form 3800, January 2005

| | | |
|------------------------------|----------------------|--|
| RETURN RECEIPT SERVICE | Postage | |
| | Certified Fee | |
| | Return Receipt Fee | |
| | Restricted Delivery | |
| | Total Postage & Fees | |

Since

ALESSI & K

US Postal Service®

**Receipt for
Certified Mail™**

No Insurance Coverage Provided
Do Not Use for International Mail



Please be advised that Alessi & Koenig, LLC is a debt colle obtained will be usi

NATIONSTAR00322

JA_2088

When recorded return to:

ALESSI & KOENIG, LLC
9500 W. Flamingo Rd., Suite 205
Las Vegas, Nevada 89147
Phone: (702) 222-4033

A.P.N. 163-30-312-007

Trustee Sale # SMR-5327-N

NOTICE OF DELINQUENT ASSESSMENT (LIEN)

In accordance with Nevada Revised Statutes and the Association's Declaration of Covenants, Conditions and Restrictions (CC&Rs) of the official records of **Clark County, Nevada, Shadow Mountain Ranch Community Association** has a lien on the following legally described property.

The property against which the lien is imposed is commonly referred to as **5327 Marsh Butte St., Las Vegas, NV 89148** and more particularly legally described as: **SECTION 30 R2-60 70 #5 Lot 7 Block 1 Book 102 Page 28** in the County of **Clark**.

The owner(s) of record as reflected on the public record as of today's date is (are): **STACY MOORE**

The mailing address(es) is: **5327 MARSH BUTTE ST, LAS VEGAS, NV 89148**

The total amount due through today's date is: **\$6,448.00**. Of this total amount **\$5,823.00** represent Collection and/or Attorney fees, assessments, interest, late fees and service charges. **\$625.00** represent collection costs. Note: Additional monies shall accrue under this claim at the rate of the claimant's regular monthly or special assessments, plus permissible late charges, costs of collection and interest, accruing subsequent to the date of this notice.

Date: **August 13, 2012**

By: 

Huong Lam, Esq. of Alessi & Koenig, LLC on behalf of **Shadow Mountain Ranch Community Association**

State of Nevada

County of Clark

SUBSCRIBED and SWORN before me **August 13, 2012**

(Seal)

(Signature)

NOTARY PUBLIC

Alessi & Koenig, LLC
Order # 6601
TS # 6601

AFFIDAVIT OF SERVICE

State of Nevada)
County of Clark)

I, Robert Turner, state:

That at all times herein I have been a citizen of the United States, over 18 years of age, and am not a party to, or interested in, the proceeding in which this affidavit is made.

I served Stacy Moore with a copy of the Notice of Sale, on 12/11/2013 at approximately 7:56 AM, by:

Attempting to personally serve the person(s) residing at the property, however no one answered the door. I thereafter posted a copy of the Notice of Sale on the property in the manner prescribed pursuant to NRS 116.311635, in a conspicuous place on the property, which is located at:

**5327 Marsh Butte Street
Las Vegas NV 89148**

To the best of my knowledge, the property is occupied by a tenant of the purported owner of the property.

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

Dated 12/11/2013

Nevada Legal Support Services LLC



Robert Turner, 1726777
930 S. 4th Street, Suite 200
Las Vegas, NV 89101
(702) 382-2747
NV License #1711

NVLSS ID# 470322 71
COUNTY OF SERVICE: CLARK
SERVER: Robert Turner

NATIONSTAR00324
JA_2090

Alessi & Koenig, LLC
Order # 6601
TS # 6601

AFFIDAVIT OF POSTING NOTICE OF SALE

State of Nevada)
County of Clark)

I, Jessica Pruett, state:

That at all times herein I have been a citizen of the United States, over 18 years of age, and am not a party to, or interested in, the proceeding in which this affidavit is made.

On 12/12/2013, I posted a copy of the Notice of Sale pursuant to NRS 116.311635, concerning Sale 6601, in a public place in the county where the property is situated, to wit:

NEVADA LEGAL NEWS, 930 S FOURTH ST, LAS VEGAS
CLARK COUNTY COURTHOUSE, 200 LEWIS ST, LAS VEGAS
CLARK COUNTY BUILDING, 309 S THIRD ST, LAS VEGAS

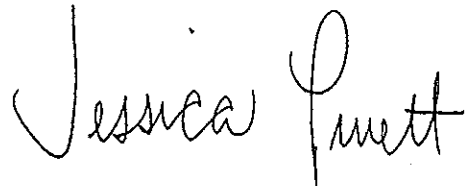
The purported owner and address of the property contained in the Notice of Sale being:

Stacy Moore, 5327 Marsh Butte Street, Las Vegas NV 89148.

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

Dated 12/12/2013

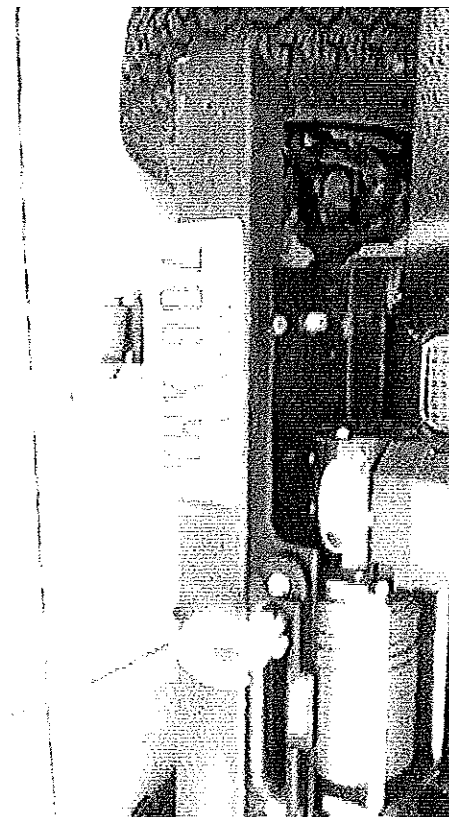
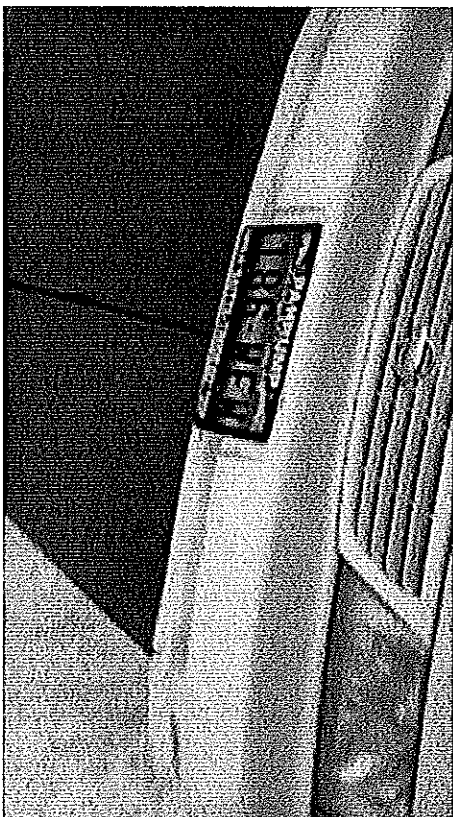
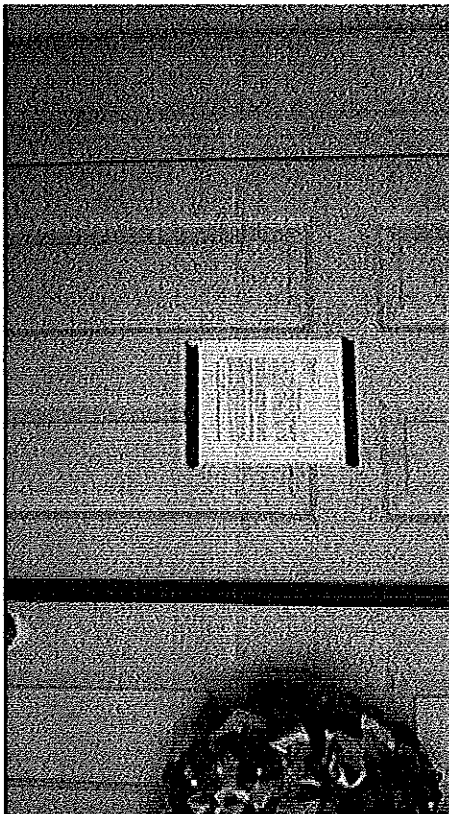
Nevada Legal Support Services LLC



Jessica Pruett
930 S. 4th Street, Suite 200
Las Vegas, NV 89101
(702) 382-2747
NV License #1711

NVLSS ID# 470322 71
COUNTY OF SERVICE: CLARK
SERVER: Jessica Pruett
Alessi Trustee Corp.

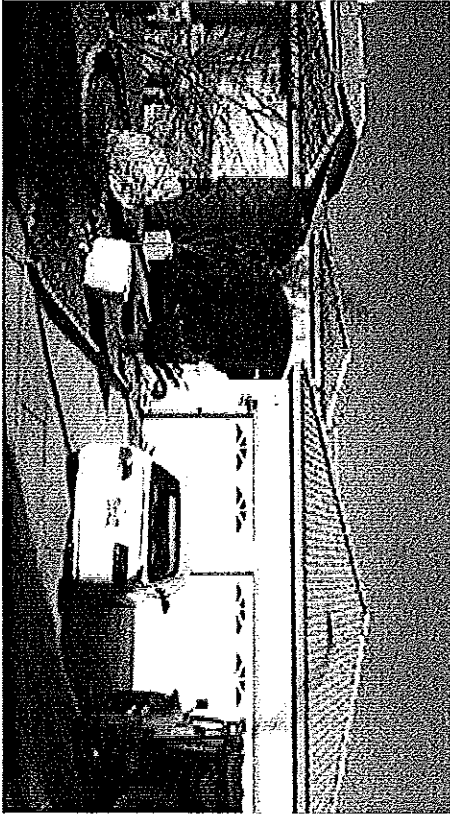
NATIONSTAR00325
JA_2091



Photos taken by: Robert Turner County: CLARK 36
 Photo Date: 12/11/2013 Time: 7:56 AM NLN ID# 470322 Page 1 of 2
 Primary Borrower: Stacy Moore
 Property Address: 5327 Marsh Butte Street, Las Vegas NV 89148

Nevada Legal Support Services LLC
 930 S. 4th Street, Suite 200
 Las Vegas, NV 89101
 (702) 382-2747 NV. Lic. #1711

Alessi & Koenig, LLC Order # 6601 TS#6601



Photos taken by: Robert Turner County: CLARK 36
Photo Date: 12/11/2013 Time: 7:56 AM NLN ID# 470322 Page 2 of 2
Primary Borrower: Stacy Moore
Property Address: 5327 Marsh Butte Street, Las Vegas NV 89148

Alessi & Koenig, LLC Order # 6601 TS#6601

Nevada Legal Support Services LLC
930 S. 4th Street, Suite 200
Las Vegas, NV 89101
(702) 382-2747 NV. Lic. #1711

AFFP
6601

Affidavit of Publication

STATE OF NEVADA }
COUNTY OF CLARK } SS


I, Rosalie Qualls state:

That I am Assistant Operations Manager of the Nevada Legal News, a daily newspaper of general circulation, printed and published in Las Vegas, Clark County, Nevada; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

Dec 13, 2013
Dec 20, 2013
Dec 27, 2013

That said newspaper was regularly issued and circulated on those dates. I declare under penalty of perjury that the foregoing is true and correct.

DATED: Dec 27, 2013



Rosalie Qualls

NOTICE OF TRUSTEE'S SALE
APN: 163-30-312-007
TSN 6601

WARNING! A SALE OF YOUR PROPERTY IS IMMINENT! UNLESS YOU PAY THE AMOUNT SPECIFIED IN THIS NOTICE BEFORE THE SALE DATE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE. YOU MUST ACT BEFORE THE SALE DATE. IF YOU HAVE ANY QUESTIONS, PLEASE CALL ALESSI & KOENIG AT 702-222-4033. IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMAN'S OFFICE, NEVADA REAL ESTATE DIVISION, AT 1-877-829-9907 IMMEDIATELY. NOTICE IS HEREBY GIVEN THAT: On January 8, 2014, Alessi & Koenig as duly appointed Trustee pursuant to a certain lien, recorded on September 11, 2012, as instrument number 0002023, of the official records of Clark County, Nevada, WILL SELL THE BELOW MENTIONED PROPERTY TO THE HIGHEST BIDDER FOR LAWFUL MONEY OF THE UNITED STATES, OR A CASHIERS CHECK at: 2:00 p.m., at 9500 W. Flamingo Rd., Suite #205, Las Vegas, Nevada 89147 (Alessi & Koenig, LLC Office Building, 2nd Floor) The street address and other common designation, if any, of the real property described above is purported to be: 5327 MARSH BUTTE ST, LAS VEGAS, NV 89148-4669. The owner of the real property is purported to be: STACY MOORE The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designations, if any, shown herein. Said sale will be made, without covenant or warranty, expressed or implied, regarding title, possession or encumbrances, to pay the remaining principal sum of a note, homeowner's assessment or other obligation secured by this lien, with interest and other sum as provided therein: plus advances, if any, under the terms thereof and interest on such advances, plus fees, charges, expenses, of the Trustee and trust created by said lien. The total amount of the unpaid balance of the obligation secured by the property to be sold and reasonable estimated costs, expenses and advances at the time of the initial publication of the Notice of Sale is \$8,017.11. Payment must be in made in the form of certified funds. Date: By: Huong Lam, Esq. of Alessi & Koenig LLC on behalf of Shadow Mountain Ranch Community Association
Published in Nevada Legal News
December 13, 20, 27, 2013

01104266 00364432 (702)254-9044

ALESSI & KOENIG, LLC
9500 WEST FLAMINGO ROAD #205
LAS VEGAS, NV 89147

NATIONSTAR00328
JA_2094

DAVID ALESSI *
ROBERT KOENIG **
THOMAS BAYARD *

* Admitted in CA

** Admitted in CA, NV & CO

*** Admitted in CA NV

**** Admitted in NV



A Multi-Jurisdictional Law Firm
9500 W. Flamingo Road, Suite 205
Las Vegas, Nevada 89147
Telephone: 702-222-4033
Facsimile: 702-222-4043
www.alessikoenig.com

RYAN KERBOW ***
HUONG LAM ****
BRAD BACE ****

ADDITIONAL OFFICES IN

AGOURA HILLS, CA
PHONE: 818- 735-9600

RENO NV
PHONE: 775-626-2323

DIAMOND BAR CA
PHONE: 909-860-0900

To: Shadow Mountain Ranch Community Association
Re: MOORE, STACY – 5327 MARSH BUTTE ST
Trustees Sale #: 6601

PROFESSIONAL SERVICES PROVIDED

ATTORNEY & TRUSTEES FEES:

| | | |
|--|-----|-------------------|
| Notice of Intent To Lien -- Nevada | | \$95.00 |
| Notice of Delinquent Assessment Lien -- Nevada | (2) | \$650.00 |
| Notice of Default | | \$400.00 |
| Pre NOD | | \$90.00 |
| Pre-Notice of Trustee's Sale | | \$90.00 |
| Demand Fee | | \$100.00 |
| Attorney Fees | (2) | \$480.00 |
| Conduct Foreclosure Sale | | \$125.00 |
| Trustee Deed Preparation | | \$125.00 |
| Notice of Trustee Sale | | \$275.00 |
| Foreclosure Fee | | \$150.00 |
| Sale Date Down | (2) | \$150.00 |
| Rescission of NOD | | \$0.00 |
| Total | | \$2,730.00 |

COSTS:

| | |
|--|----------|
| Notary, Recording, Mailings, and PACER | \$403.11 |
| Trustees Sale Guarantee | \$360.00 |
| Publishing and Posting of Trustee Sale | \$500.00 |

HOA & MANAGEMENT COMPANY FEES:

| | |
|---|------------|
| Balance To HOA Through October 15, 2010 | \$3,756.00 |
| Late Fees Through January 8, 2014 | \$50.00 |
| Fines Through January 8, 2014 | \$0.00 |
| Interest Through January 8, 2014 | \$0.00 |
| Management Company Audit Fee | \$0.00 |
| Management Company Audit Fee | \$200.00 |
| Management Account Setup Fee | \$500.00 |

NATIONSTAR00329
JA_2095

DAVID ALESSI *
ROBERT KOENIG **
THOMAS BAYARD *

* Admitted in CA

** Admitted in CA, NV & CO

*** Admitted in CA NV

**** Admitted in NV



A Multi-Jurisdictional Law Firm
9500 W. Flamingo Road, Suite 205
Las Vegas, Nevada 89147
Telephone: 702-222-4033
Facsimile: 702-222-4043
www.alessikoenig.com

RYAN KERBOW ***

HUONG LAM ****

BRAD BACE ****

ADDITIONAL OFFICES IN

AGOURA HILLS, CA
PHONE: 818- 735-9600

RENO NV
PHONE: 775-626-2323

DIAMOND BAR CA
PHONE: 909-860-0900

| | |
|-------------------------|-------------------|
| Progress Payments: | \$0.00 |
| Sub-Total: | <u>\$8,499.11</u> |
| Less Payments Received: | <u>\$0.00</u> |
| Total Amount Due: | \$8,499.11 |

Please have a check in the amount of \$8,499.11 made payable to the Alessi & Koenig, LLC and mailed to the below listed NEVADA address. Upon receipt of payment a release of lien will be drafted and recorded. Please contact our office with any questions.

George Bates

From: George Bates
Sent: Wednesday, January 08, 2014 4:37 PM
To: 'maximumfinancial@aol.com'
Subject: 1/8/2014 Sale

Chris,

Following is the property you purchased on January 8, 2014. Please send me your vesting info so I can start preparing your deed:

Total for payment: \$60,536.80

5327 MARSH BUTTE ST/HO# 6601

Amount: \$59,000.00

Tax: \$1,519.80

Fee: \$17.00

Total: \$60,536.80

George Bates

Alessi & Koenig, LLC
9500 W. Flamingo Rd. Suite 205
Las Vegas, NV 89147
Ph: 702.222.4033
Fax: 702.222.4043
george@alessikoenig.com

Office Hours are as follows:

Monday - Thursday 8:30 a.m. to 5:00 p.m.

Friday 8:30 a.m. to 2:00 p.m.

"Alessi & Koenig LLC, is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose."

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD TO LIGHT TO VIEW



CASHIER'S CHECK

No. 8354504175

93-38
929

DATE: JANUARY 09, 2014

PAY SIXTY THOUSAND FIVE HUNDRED THIRTY SIX DOLLARS AND 80 CENTS

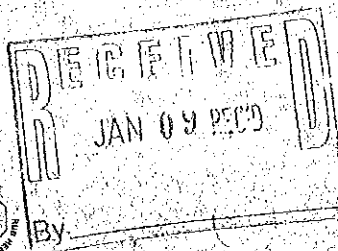
\$ 60,536.80

TO THE
ORDER OF: ALESSI & KOENIG

PURPOSE/REMITTER:

Location: 8354 West Flamingo

U.S. Bank National Association
Minneapolis, MN 55480



[Signature]
AUTHORIZED SIGNATURE

⑈8354504175⑈ ⑆092900383⑆ 150080235313⑈

#4601

Alessi & Koenig, LLC
9500 W Flamingo #1500 205
Las Vegas, NV 89147
702-222-4043 Fax
702-222-4053 Phone

NO. 8853
DATE 1-9-14
\$ 60,536.80

RECEIVED FROM SFR Investments

Sixty thousand five hundred thirty six and 80/100 DOLLARS

FOR #4601; 5327 Marsh Butte St. CASH

AMOUNT OF ACCOUNT \$

AMOUNT PAID \$60,536.80 Thank You

BALANCE DUE \$ BY DC

⑆092900383⑆ 150080235313⑈

NATIONSTAR00332

JA_2098

Alessi & Koenig, LLC
 9500 W. Flamingo Ave Ste 203
 Las Vegas, NV 89147
 702-222-4043 Fax
 702-222-4033 Phone

NO 8853
 DATE 1-9-14

RECEIVED FROM SFR Investments \$60,536.80

Sixty thousand five hundred thirty six and 80/100 DOLLARS

FOR #4601 / 5327 Marsh Butte St. CASH

AMOUNT OF ACCOUNT \$ CREDIT CARD

AMOUNT PAID \$60,536.80 Thank You!

BALANCE DUE \$ BY DC

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD TO LIGHT TO VIEW

usbank CASHIER'S CHECK No. 8354504175

DATE: JANUARY 09, 2014

PAY SIXTY THOUSAND FIVE HUNDRED THIRTY SIX DOLLARS AND 80 CENTS

\$ 60,536.80


TO THE ORDER OF: ALESSI & KOENIG

PURPOSE/REMITTER:

Location: 8354 West Flamingo

U.S. Bank National Association
 Minneapolis, MN 55480

RECEIVED
 JAN 09 REC'D

By  AUTHORIZED SIGNATURE

⑈8354504175⑈ ⑆092900383⑆ 150080235313⑈

#4601

NATIONSTAR00333

JA_2099

TAB 55

20080122-0002564

Fee: \$15.00

N/C Fee: \$0.00

01/22/2008

14:06:36

T20080011770

Requestor:

FIDELITY NATIONAL DEFAULT SOLUTIONS TUS

Debbie Conway

DHG

Clark County Recorder Pgs: 2

WHEN RECORDED MAIL TO:
RECONTRUST COMPANY
2380 Performance Dr, RGV-D7-450
Richardson, TX 75082

Attn: Andre Jones

TS No. 08-02887

Title Order No. G802797

Investor/Insurer No. 121434068

APN No. 163-30-312-007

2

46

NEVADA IMPORTANT NOTICE
NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

NOTICE IS HEREBY GIVEN THAT: RECONTRUST COMPANY, is acting as an agent for the Beneficiary under a Deed of Trust dated 11/10/2005, executed by MAGNOLIA GOTERA, A SINGLE WOMAN as Trustor, to secure certain obligations in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. as beneficiary recorded 11/21/2005, as Instrument No. 0005567 (or Book 20051121, Page N/A) of Official Records in the Office of the County Recorder of Clark County, Nevada. Said obligation including ONE NOTE FOR THE ORIGINAL sum of \$508,250.00. That a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of:

FAILURE TO PAY THE INSTALLMENT OF PRINCIPAL, INTEREST AND IMPOUNDS WHICH BECAME DUE ON 09/01/2007 AND ALL SUBSEQUENT INSTALLMENTS OF PRINCIPAL, INTEREST AND IMPOUNDS, TOGETHER WITH ALL LATE CHARGES, PLUS ADVANCES MADE AND COSTS INCURRED BY THE BENEFICIARY, INCLUDING FORECLOSURE FEES AND COSTS AND/OR ATTORNEYS' FEES. IN ADDITION, THE ENTIRE PRINCIPAL AMOUNT WILL BECOME DUE ON 12/01/2035 AS A RESULT OF THE MATURITY OF THE OBLIGATION ON THAT DATE.

That by reason thereof, the present beneficiary under such deed of trust has executed and delivered to RECONTRUST COMPANY a written Declaration of Default and Demand for sale, and has deposited with RECONTRUST COMPANY such deed of trust and all documents evidencing obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

NOTICE

You may have the right to cure the default hereon and reinstate the one obligation secured by such Deed Of Trust above described. Section NRS 107.080 permits certain defaults to be cured upon the payment of the amounts required by that statutory section without requiring payment of that portion of principal and interest which would not be due had no default occurred. Where reinstatement is possible, if the default is not cured within 35 days following recording and mailing of this Notice to Trustor or Trustor's successor in interest, the right of reinstatement will terminate and the property may there after be sold. The Trustor may have the right to bring court action to assert the non existence of a default or any other defense of Trustor to acceleration and sale. To determine if reinstatement is possible and the amount, if any, to cure the default, contact: Countrywide Home Loans, Inc, c/o RECONTRUST COMPANY, 2380 Performance Dr, RGV-D7-450, Richardson, TX 75082, PHONE: (800) 281-8219

Form nvnod (03/01)

DATED: JAN 22 2008

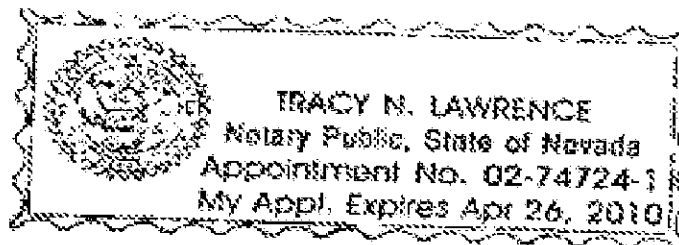
RECONTRUST COMPANY, as agent for the Beneficiary
By: CHICAGO TITLE - NEVADA, ss Agent

BY: *G. Traff*
GARY TRAFFORD

State of: NEVADA
County of: CLARK

On 01/22/08 before me TRACY N. LAWRENCE, notary public, personally appeared GARY TRAFFORD, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.



TAB 56

20080320-0001352

WHEN RECORDED MAIL TO:

Magnolia Gotera
5327 MARSH BUTTE STREET
LAS VEGAS, NV 89148

Fee: \$14.00

N/C Fee: \$25.00

03/20/2008

12:20:57

T20080047889

Requestor:

FIDELITY NATIONAL DEFAULT SOLUTIONS TUS

Debbie Conway

JLB

Clark County Recorder Pgs: 1

TS No. 08-02887

Title Order No. G802797

Investor/Insurer No.

apn-163-20-312-007

RESCISSION OF ELECTION TO DECLARE DEFAULT
NEVADA

NOTICE IS HEREBY GIVEN that RECONTRUST COMPANY, acting as an agent for the Beneficiary does hereby rescind, cancel and withdraw the Notice of Default and Election to Sell hereinafter described, provided, however, that this rescission shall not be construed as waiving, curing, extending to, or affecting any default, either past, present or future, under such Deed of Trust, or as impairing any right or remedy thereunder, and it is and shall be deemed to be, only an election without prejudice not to cause a sale to be made pursuant to such Notice of Default and Election to Sell, and it shall not in any way alter or change any of the rights remedies or privileges secured to Beneficiary and/or Trustee under such Deed of Trust, nor modify, nor alter in any respect any of the terms, covenants, conditions or obligations therein contained.

Said NOTICE OF DEFAULT AND ELECTION TO SELL under Deed of Trust specifically described therein was:

Recorded on 01/22/2008, as Instrument No. 0002564, in Book 20080123, Page n/a, of Official Records of Clark County, Nevada.

The DEED OF TRUST affected by this notice recorded on 11/21/2005 as Instrument No. 0005567 in Book 20051121 Page N/A., executed by MAGNOLIA GOTERA, A SINGLE WOMAN, as Trustor in Clark County, Nevada.

DATED: March 15, 2008

RECONTRUST COMPANY, as agent for the Beneficiary

State of: Texas

County of: Dallas

BY: Louis Hebb

Louis Hebb, Team Member

On 03/15/2008 before me Kerri Klein, personally appeared Louis Hebb, 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.

Kerri Klein
Notary Public's Signature



Form nvresc (08/06)

SFR32

JA_2104