

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
May 17 2021 10:37 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

APPELLANT'S SUPPLEMENTAL APPENDIX VOLUME 1

Respectfully submitted by:

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*Attorneys for Appellant
SFR Investments Pool 1, LLC*

ALPHABETICAL INDEX

Vol.	Tab	Date Filed	Document	Bates Number
1	6	2/20/2020	Findings of Fact and Conclusions of Law and Judgment in Case No. A-13-686522-C, Nevada Supreme Court Case No. 80832 (“ <i>Calico Creek</i> ”)	ASA_001-003
1	2	12/12/2019	First Rescission admitted as trial Exhibit 8 in the <i>Calico Creek</i> case	ASA_004-005
1	3	12/17/2019	Letters admitted as Trial Exhibit 218 in the <i>Calico Creek</i> case	ASA_006-034
1	4	12/17/2019	Notice of Intent to Accelerate, admitted as Trial Exhibit 194 in the <i>Calico Creek</i> case	ASA_036-039
1	1	12/12/2019	Notice of Default admitted as trial Exhibit 6 in the <i>Calico Creek</i> case	ASA_040-042
1	5	12/19/2019	Second Rescission admitted as trial Exhibit 283 the <i>Calico Creek</i> case	ASA_043-0050

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1	1	12/12/2019	Notice of Default admitted as trial Exhibit 6 in the <i>Calico Creek</i> case	ASA_040-042
1	2	12/12/2019	First Rescission admitted as trial Exhibit 8 in the <i>Calico Creek</i> case	ASA_004-005
1	3	12/17/2019	Letters admitted as Trial Exhibit 218 in the <i>Calico Creek</i> case	ASA_006-034

1	4	12/17/2019	Notice of Intent to Accelerate, admitted as Trial Exhibit 194 in the <i>Calico Creek</i> case	ASA_036-039
1	5	12/19/2019	Second Rescission admitted as trial Exhibit 283 the <i>Calico Creek</i> case	ASA_043-0050
1	6	2/20/2020	Findings of Fact and Conclusions of Law and Judgment in Case No. A-13-686522-C, Nevada Supreme Court Case No. 80832 (<i>“Calico Creek”</i>)	ASA_001-003

TAB 1

RECORDING REQUESTED BY:
WHEN RECORDED MAIL TO:
RECONTRUST COMPANY
2380 Performance Dr, TX2-985-07-03
Richardson, TX 75082
Attn: Deborra Carr
TS No. 09-0001577
Title Order No. 3969377

APN No. 164-02-423-004


20090120-0004962
Fee: \$15.00 RPTT: \$0.00
N/C Fee: \$0.00
01/20/2009 15:13:55
T20090019648
Requestor:
FIRST AMERICAN NATIONAL DEFA
Debbie Conway KXC
Clark County Recorder Pgs: 2

NEVADA IMPORTANT NOTICE
NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

NOTICE IS HEREBY GIVEN THAT: RECONTRUST COMPANY, N.A., is the duly appointed Trustee under a Deed of Trust dated 03/07/2006, executed by SHAWN LAMPMAN, AN UNMARRIED MAN as Trustor, to secure certain obligations in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. as beneficiary recorded 03/17/2006, as Instrument No. 0003158 (or Book 20060317, Page) of Official Records in the Office of the County Recorder of Clark County, Nevada. Said obligation including ONE NOTE FOR THE ORIGINAL sum of \$1,155,000.00. 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 AND INTEREST WHICH BECAME DUE ON 08/20/2008 AND ALL SUBSEQUENT INSTALLMENTS OF PRINCIPAL AND INTEREST, TOGETHER WITH ALL LATE CHARGES; PLUS ADVANCES MADE AND COSTS INCURRED BY THE BENEFICIARY INCLUDING FORECLOSURE FEES AND COSTS AND/OR ATTORNEYS FEES.

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

NOTICE

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

To determine if reinstatement is possible and the amount, if any, to cure the default, contact:
Countrywide Home Loans, Inc, c/o RECONTRUST COMPANY, N.A., 2380 Performance Dr,
TX2-985-07-03, Richardson, TX 75082, PHONE: (800) 281-8219

SFR30

ASA_002

DATED: January 20, 2009

RECONTRUST COMPANY, N.A., as agent for the
Beneficiary

By: FIRST AMERICAN TITLE, as Agent

BY: Charlotte Olmos
CHARLOTTE OLMOS

State of: California)
County of: Contra Costa)

On 01/20/2009 before me Linda S. Dernoncourt, notary public, personally
appeared CHARLOTTE OLMOS, 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.

Linda S. Dernoncourt



Form nvnodfax (01/09)

SFR31

ASA_003

TAB 2

FIRST AMERICAN TITLE INSURANCE COMPANY

20090204-0002873

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

Owner of Record
2345 CALICO CREEK STREET
LAS VEGAS, NV 89135

Fee: \$14.00

N/C Fee: \$0.00

02/04/2009 14:08:00

T20090039073

Requestor:

TITLE COURT SERVICE INC

TS No. 09-0001577

Title Order No. 3969377

Debbie Conway ANI
Clark County Recorder Pgs: 1

APN: 164-02-423-004

**RESCISSION OF ELECTION TO DECLARE DEFAULT
NEVADA**

NOTICE IS HEREBY GIVEN that RECONTRUST COMPANY, N.A., 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 01/20/2009, as Instrument No. 20090120-0004962, in Book _____, Page _____, of Official Records of Clark County, Nevada.

The DEED OF TRUST affected by this notice recorded on 03/17/2006 as Instrument No. 0003158 in Book 20060317 Page ., executed by SHAWN LAMPMAN, AN UNMARRIED MAN, as Trustor in Clark County, Nevada.

DATED: February 01, 2009

RECONTRUST COMPANY, N.A., as agent for the Beneficiary

State of: Texas

County of: Dallas

BY:

Angela Nava
Angela Nava, Team Leader Assistant Secretary

On 02/01/2009 before me Christopher A. Williams, personally appeared

Angela Nava, 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.

Christopher A. Williams
Notary Public's Signature



SFR33

ASA_005

TAB 3

Home Loans

Home Equity Loan Servicing
FWBS-HELOC-Payoff
5401 N. Beach St.
Fort Worth, TX 76137-2733

From: Name: ASHAIKH5

To: Name: Kim
Fax Number: 1-702-360-4181
Voice Phone:

Number of pages including this cover page: 3
Date and time of transmission: July 28, 2009

**IMPORTANT MESSAGE REGARDING PROPERTY LOCATED AT:
2345 Calico Creek Street**

The following pages contain the requested payoff information and instructions.

In an effort to expedite and more efficiently process your payoff request, please follow the four easy steps below:

1. Write the loan number and borrower's name or property address on the check (ex. XXXX-X, Smith)
2. Place the payoff check on top of any accompanying support documents.
3. Do not staple the actual check to any accompanying support documents.
4. All correspondence and requests for **release documents** should be sent to:

Customer Service
SV-314B
PO Box 5170
Simi Valley, CA 93062-5170

Do NOT send payoff funds to this address.

If there is an error with this transmission, or it is incomplete, please call 1-800-669-6607 for assistance.

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL OR EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE, AND DESTROY THIS DOCUMENT.

THANK YOU.

DMDFAHX 7452 06/15/2007

BANA01060

ASA_007

218-1

**Home Loans**

Home Equity Loan Servicing
 FWBS-HELOC-Payoff
 5401 N. Beach St.
 Fort Worth, TX 76137-2733

PAYOFF DEMAND STATEMENT**HELOC 1ST**

**Statement Void After
 August 10, 2009**

Statement Date
 July 28, 2009

BAC Home Loans Servicing, LP
Loan No.: [REDACTED] 9478-0

Name & Property Address
 Shawn Lampman
 2345 Calico Creek Street
 Las Vegas, NV 89135

Kim
 00000

Faxed to: 1-702-360-4181

This loan is in Foreclosure.

The expiration of this demand is the sooner of the above Void After date or the foreclosure sale date.

PAYOFF CALCULATION

Principal Balance as of 07/01/09	\$1,093,505.99
Interest Payable	56,958.82
Uncollected Late Charges	1,329.54
Uncollected Fees Due	22,356.68
Interest from 07/01/09 through 08/10/09	5,392.63
Foreclosure Fees	601.23

Total Amount Required to Release the Lien (As of August 10, 2009) \$1,180,144.89

Your Loan is currently in default and has been accelerated. If you cure the default before you payoff your loan, your loan will be reinstated and deemed current. If you payoff your loan after your default is cured, you may be liable for the payment of a termination fee. The amount of any termination fees would be in addition to the payoff amount shown on this statement.

AMENDED DEMAND STATEMENTS ARE SENT AUTOMATICALLY IF THE TOTAL AMOUNT DUE INCREASES BEFORE AUGUST 10, 2009.

HOME EQUITY CHECKS AND HOME EQUITY LINE OF CREDIT VISA® ACCESS CARDS

This is a Payoff Demand Statement and is issued to customers who are intending to pay off their loan. If we receive sufficient funds to pay off your line of credit, we will close the account unless you contact our Customer Service Department at 1-800-669-5864 advising us otherwise. We strongly suggest that any remaining home equity checks or home equity line of credit Visa® access cards be destroyed, to avoid any unauthorized usage or confusion concerning the closing of this loan.

PAYOFF INSTRUCTIONS

Payoff funds must be made payable to **BAC Home Loans Servicing, LP** and will be accepted by **WIRE** or **CERTIFIED FUNDS ONLY**. They **MUST** reference the **BAC Home Loans Servicing, LP** loan number, **property address** and **borrower's name** in the OBI (Originator Beneficiary Information) field of the wire transfer or on the face of the check and must be sent per the instructions below. Failure to do so may cause delays resulting in additional interest due or the return of the funds to the remitter. Funds received after 3:00 p.m. Central Time may be posted the following business day.

Wire funds to:

Beneficiary Bank: Bank of America
 ABA Routing # [REDACTED]
 Beneficiary Acct Name: MRC
 MRC Account # [REDACTED]
 Reference: Shawn Lampman
 Loan Number: [REDACTED] 9478-0

Mail CERTIFIED funds to:

BAC Home Loans Servicing, LP
 Attention: FWBS-HELOC-Payoff
 5401 N. Beach St.
 Fort Worth, TX 76137-2733

PLEASE DO NOT SEND CERTIFIED FUNDS TO THE WIRE INSTRUCTIONS ABOVE AS CERTIFIED FUNDS MUST BE PROCESSED IN OUR PAYOFF DEPARTMENT.

This communication is from BAC Home Loans Servicing, LP, a subsidiary of Bank of America, N.A.

HELOC 1ST

Please call 1-800-669-5864 for updated payoff information within 24 hours of submitting funds.

See following page for important information

HLC310F3 8969 12/15/2008

BANA01061

ASA_008

218-2

BAC Home Loans Servicing, LP
Loan No: 9478-0

Statement Date:
July 28, 2009

Statement Void After:
August 10, 2009

INTEREST CALCULATION

Adjustable rate mortgage loans may have more than one interest rate in effect during the period in which this demand statement applies.

Daily Interest ¹	From	Through	Interest Rate
134.8158	07/01/09	08/10/09	4.5000

¹ Daily Interest = Average Daily Principal Balance x Interest Rate ÷ 365.


PAYOFF OVERAGES

If BAC Home Loans Servicing, LP receives funds greater than the amount required to payoff your loan, we will automatically process the overage within 14 days of payoff. If an address change is being submitted on behalf of the borrower, the form **MUST** be signed by the borrower for the address change to take effect.

ADDITIONAL INFORMATION

The payoff amount is subject to change for various reasons, including but not limited to the following:

- We may not have posted a recently submitted payment; (Please **DO NOT** place a stop payment on any check.)
- A fee may be assessed if a payment is returned unpaid by your financial institution for any reason;
- Additional or anticipated fees and costs may be incurred relating to collection, foreclosure, bankruptcy, or other defaults on your loan;
- Adjustments may be required to reflect disbursements made by, or payments owed to, your prior lender if the servicing of your loan was transferred to BAC Home Loans Servicing, LP;
- Late charges assessed for delinquent payments;
- Subsequent draws posted after **July 28, 2009**;
- Change in the Prime Index Rate after **July 28, 2009**.

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Automated Payoff Request Line: 1-800-669-5864

Fax: 1-888-836-8714

Nota: Si necesita la información incluida en la Demanda de Liquidación traducida al español, por favor comuníquese con nuestro Departamento de Servicio al Cliente al 1-800-295-0025.

BANA01062

ASA_009

218-3

Home Loans

Home Equity Loan Servicing
FWBS-HELOC-Payoff
5401 N. Beach St.
Fort Worth, TX 76137-2733

From: Name: KSAWANTH

To: Name: *
Fax Number: 1-888-491-4947
Voice Phone:

Number of pages including this cover page: 3
Date and time of transmission: November 2, 2009

**IMPORTANT MESSAGE REGARDING PROPERTY LOCATED AT:
2345 Calico Creek Street**

The following pages contain the requested payoff information and instructions.

In an effort to expedite and more efficiently process your payoff request, please follow the four easy steps below:

1. Write the loan number and borrower's name or property address on the check (ex. XXXX-X, Smith)
2. Place the payoff check on top of any accompanying support documents.
3. Do not staple the actual check to any accompanying support documents.
4. All correspondence and requests for **release documents** should be sent to:

Customer Service
SV-314B
PO Box 5170
Simi Valley, CA 93062-5170

Do NOT send payoff funds to this address.

If there is an error with this transmission, or it is incomplete, please call 1-800-669-6607 for assistance.

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL OR EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE, AND DESTROY THIS DOCUMENT. THANK YOU.

DMDFAHX 7452 06/15/2007

BANA01063

Bank of America

Home Loans

Home Equity Loan Servicing
FWBS-HELOC-Payoff
5401 N. Beach St.
Fort Worth, TX 76137-2733

Amended

PAYOFF DEMAND STATEMENT

HELOC 1ST

Statement Void After
November 10, 2009

Statement Date
November 2, 2009

BAC Home Loans Servicing, LP
Loan No.: 9478-0

Name & Property Address
Shawn Lampman
2345 Calico Creek Street
Las Vegas, NV 89135

Faxed to: 1-888-491-4947

This loan is in Foreclosure.

The expiration of this demand is the sooner of the above Void After date or the foreclosure sale date.

PAYOFF CALCULATION

Principal Balance as of 11/01/09	\$1,093,505.99
Interest Payable	73,541.16
Uncollected Late Charges	1,329.54
Uncollected Fees Due	22,370.68
Interest from 11/01/09 through 11/10/09	1,213.34
Foreclosure Fees	601.23

Total Amount Required to Release the Lien (As of November 10, 2009) \$1,192,561.94

Your Loan is currently in default and has been accelerated. If you cure the default before you payoff your loan, your loan will be reinstated and deemed current. If you payoff your loan after your default is cured, you may be liable for the payment of a termination fee. The amount of any termination fees would be in addition to the payoff amount shown on this statement.

AMENDED DEMAND STATEMENTS ARE SENT AUTOMATICALLY IF THE TOTAL AMOUNT DUE INCREASES BEFORE NOVEMBER 10, 2009.

HOME EQUITY CHECKS AND HOME EQUITY LINE OF CREDIT VISA® ACCESS CARDS

This is a Payoff Demand Statement and is issued to customers who are intending to pay off their loan. If we receive sufficient funds to pay off your line of credit, we will close the account unless you contact our Customer Service Department at 1-800-669-5864 advising us otherwise. We strongly suggest that any remaining home equity checks or home equity line of credit Visa® access cards be destroyed, to avoid any unauthorized usage or confusion concerning the closing of this loan.

PAYOFF INSTRUCTIONS

Payoff funds must be made payable to **BAC Home Loans Servicing, LP** and will be accepted by **WIRE** or **CERTIFIED FUNDS ONLY**. They **MUST** reference the **BAC Home Loans Servicing, LP** loan number, property address and borrower's name in the OBI (Originator Beneficiary Information) field of the wire transfer or on the face of the check and must be sent per the instructions below. Failure to do so may cause delays resulting in additional interest due or the return of the funds to the remitter. Funds received after 3:00 p.m. Central Time may be posted the following business day.

Wire funds to:
Beneficiary Bank: Bank of America
ABA Routing #
Beneficiary Acct Name: MRC
MRC Account #
Reference: Shawn Lampman
Loan Number: 9478-0

Mail CERTIFIED funds to:
BAC Home Loans Servicing, LP
Attention: FWBS-HELOC-Payoff
5401 N. Beach St.
Fort Worth, TX 76137-2733

PLEASE DO NOT SEND CERTIFIED FUNDS TO THE WIRE INSTRUCTIONS ABOVE AS CERTIFIED FUNDS MUST BE PROCESSED IN OUR PAYOFF DEPARTMENT.

This communication is from BAC Home Loans Servicing, LP, a subsidiary of Bank of America, N.A.

HELOC 1ST

Please call 1-800-669-5864 for updated payoff information within 24 hours of submitting funds.

See following page for important information

HLC310F3 8969 12/1/2009 **BANA01064**

ASA_011

218-5

BAC Home Loans Servicing, LP
Loan No: 9478-0

Statement Date:
November 2, 2009

Statement Void After:
November 10, 2009

INTEREST CALCULATION

Adjustable rate mortgage loans may have more than one interest rate in effect during the period in which this demand statement applies.

Daily Interest ¹	From	Through	Interest Rate
134.8158	11/01/09	11/10/09	4.5000

¹ Daily Interest = Average Daily Principal Balance x Interest Rate ÷ 365.

PAYOFF OVERAGES

If BAC Home Loans Servicing, LP receives funds greater than the amount required to payoff your loan, we will automatically process the overage within 14 days of payoff. **If an address change is being submitted on behalf of the borrower, the form MUST be signed by the borrower for the address change to take effect.**

ADDITIONAL INFORMATION

The payoff amount is subject to change for various reasons, including but not limited to the following:

- We may not have posted a recently submitted payment; (Please **DO NOT** place a stop payment on any check.)
- A fee may be assessed if a payment is returned unpaid by your financial institution for any reason;
- Additional or anticipated fees and costs may be incurred relating to collection, foreclosure, bankruptcy, or other defaults on your loan;
- Adjustments may be required to reflect disbursements made by, or payments owed to, your prior lender if the servicing of your loan was transferred to BAC Home Loans Servicing, LP;
- Late charges assessed for delinquent payments;
- Subsequent draws posted after **November 2, 2009**;
- Change in the Prime Index Rate after **November 2, 2009**.



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Automated Payoff Request Line: 1-800-669-5864

Fax: 1-888-836-8714

Nota: Si necesita la información incluida en la Demanda de Liquidación traducida al español, por favor comuníquese con nuestro Departamento de Servicio al Cliente al **1-800-295-0025**.

BANA01065

Home Loans

Home Equity Loan Servicing
FWBS-HELOC-Payoff
5401 N. Beach St.
Fort Worth, TX 76137-2733

From: Name: AREDDY4

To: Name: *
Fax Number: 1-888-491-4947
Voice Phone:

Number of pages including this cover page: 3
Date and time of transmission: November 6, 2009

**IMPORTANT MESSAGE REGARDING PROPERTY LOCATED AT:
2345 Calico Creek Street**

The following pages contain the requested payoff information and instructions.

In an effort to expedite and more efficiently process your payoff request, please follow the four easy steps below:

1. Write the loan number and borrower's name or property address on the check (ex. XXXX-X, Smith)
2. Place the payoff check on top of any accompanying support documents.
3. Do not staple the actual check to any accompanying support documents.
4. All correspondence and requests for **release documents** should be sent to:

Customer Service
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Simi Valley, CA 93062-5170

Do NOT send payoff funds to this address.

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DMDFAHX 7452 06/15/2007

BANA01066

Bank of America

Home Loans

Home Equity Loan Servicing
FWBS-HELOC-Payoff
5401 N. Beach St.
Fort Worth, TX 76137-2733

Amended

PAYOFF DEMAND STATEMENT

HELOC 1ST

**Statement Void After
November 10, 2009**

Statement Date
November 6, 2009

BAC Home Loans Servicing, LP
Loan No.: 9478-0

Name & Property Address
Shawn Lampman
2345 Calico Creek Street
Las Vegas, NV 89135

Faxed to: 1-888-491-4947

This loan is in Foreclosure.

The expiration of this demand is the sooner of the above Void After date or the foreclosure sale date.

PAYOFF CALCULATION

Principal Balance as of 11/01/09	\$1,093,505.99
Interest Payable	73,541.16
Uncollected Late Charges	1,329.54
Uncollected Fees Due	36,295.68
Interest from 11/01/09 through 11/10/09	1,213.34
Foreclosure Fees	601.23

Total Amount Required to Release the Lien (As of November 10, 2009) \$1,206,486.94

Your Loan is currently in default and has been accelerated. If you cure the default before you payoff your loan, your loan will be reinstated and deemed current. If you payoff your loan after your default is cured, you may be liable for the payment of a termination fee. The amount of any termination fees would be in addition to the payoff amount shown on this statement.

AMENDED DEMAND STATEMENTS ARE SENT AUTOMATICALLY IF THE TOTAL AMOUNT DUE INCREASES BEFORE NOVEMBER 10, 2009.

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Wire funds to:
Beneficiary Bank: Bank of America
ABA Routing # [REDACTED]
Beneficiary Acct Name: MRC
MRC Account # [REDACTED]
Reference: Shawn Lampman
Loan Number: 9478-0

Mail CERTIFIED funds to:
BAC Home Loans Servicing, LP
Attention: FWBS-HELOC-Payoff
5401 N. Beach St.
Fort Worth, TX 76137-2733

PLEASE DO NOT SEND CERTIFIED FUNDS TO THE WIRE INSTRUCTIONS ABOVE AS CERTIFIED FUNDS MUST BE PROCESSED IN OUR PAYOFF DEPARTMENT.

This communication is from BAC Home Loans Servicing, LP, a subsidiary of Bank of America, N.A.

HELOC 1ST

Please call 1-800-669-5864 for updated payoff information within 24 hours of submitting funds.

See following page for important information

HLC310F3 8969 12/1/2009 **BANA01067**

BAC Home Loans Servicing, LP
Loan No: [REDACTED]9478-0

Statement Date:
November 6, 2009

Statement Void After:
November 10, 2009

INTEREST CALCULATION

Adjustable rate mortgage loans may have more than one interest rate in effect during the period in which this demand statement applies.

Daily Interest ¹	From	Through	Interest Rate
134.8158	11/01/09	11/10/09	4.5000

¹ Daily Interest = Average Daily Principal Balance x Interest Rate ÷ 365.

PAYOFF OVERAGES

If BAC Home Loans Servicing, LP receives funds greater than the amount required to payoff your loan, we will automatically process the overage within 14 days of payoff. **If an address change is being submitted on behalf of the borrower, the form MUST be signed by the borrower for the address change to take effect.**

ADDITIONAL INFORMATION

The payoff amount is subject to change for various reasons, including but not limited to the following:

- We may not have posted a recently submitted payment; (Please **DO NOT** place a stop payment on any check.)
- A fee may be assessed if a payment is returned unpaid by your financial institution for any reason;
- Additional or anticipated fees and costs may be incurred relating to collection, foreclosure, bankruptcy, or other defaults on your loan;
- Adjustments may be required to reflect disbursements made by, or payments owed to, your prior lender if the servicing of your loan was transferred to BAC Home Loans Servicing, LP;
- Late charges assessed for delinquent payments;
- Subsequent draws posted after **November 6, 2009**;
- Change in the Prime Index Rate after **November 6, 2009**.



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Automated Payoff Request Line: 1-800-669-5864

Fax: 1-888-836-8714

Nota: Si necesita la información incluida en la Demanda de Liquidación traducida al español, por favor comuníquese con nuestro Departamento de Servicio al Cliente al **1-800-295-0025**.

BANA01068

Home Loans

Home Equity Loan Servicing
FWBS-HELOC-Payoff
5401 N. Beach St.
Fort Worth, TX 76137-2733

From: Name: AREDDY4

To: Name: *
Fax Number: 1-888-491-4947
Voice Phone:

Number of pages including this cover page: 3
Date and time of transmission: October 28, 2009

**IMPORTANT MESSAGE REGARDING PROPERTY LOCATED AT:
2345 Calico Creek Street**

The following pages contain the requested payoff information and instructions.

In an effort to expedite and more efficiently process your payoff request, please follow the four easy steps below:

1. Write the loan number and borrower's name or property address on the check (ex. XXXX-X, Smith)
2. Place the payoff check on top of any accompanying support documents.
3. Do not staple the actual check to any accompanying support documents.
4. All correspondence and requests for **release documents** should be sent to:

Customer Service
SV-314B
PO Box 5170
Simi Valley, CA 93062-5170

Do NOT send payoff funds to this address.

If there is an error with this transmission, or it is incomplete, please call 1-800-669-6607 for assistance.

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL OR EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE, AND DESTROY THIS DOCUMENT.

THANK YOU.

DMDFAHX 7452 06/15/2007

BANA01069

Bank of America**Home Loans**

Home Equity Loan Servicing
FWBS-HELOC-Payoff
5401 N. Beach St.
Fort Worth, TX 76137-2733

Amended

PAYOFF DEMAND STATEMENT**HELOC 1ST****Statement Void After
November 9, 2009**

Statement Date
October 28, 2009

BAC Home Loans Servicing, LP
Loan No.: [REDACTED] 9478-0

Name & Property Address
Shawn Lampman
2345 Calico Creek Street
Las Vegas, NV 89135

*
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Faxed to: 1-888-491-4947

This loan is in Foreclosure.

The expiration of this demand is the sooner of the above Void After date or the foreclosure sale date.

PAYOFF CALCULATION

Principal Balance as of 10/01/09	\$1,093,505.99
Interest Payable	69,361.87
Uncollected Late Charges	1,329.54
Uncollected Fees Due	22,370.68
Interest from 10/01/09 through 11/09/09	5,257.82
Foreclosure Fees	601.23

Total Amount Required to Release the Lien (As of November 9, 2009) **\$1,192,427.13**

Your Loan is currently in default and has been accelerated. If you cure the default before you payoff your loan, your loan will be reinstated and deemed current. If you payoff your loan after your default is cured, you may be liable for the payment of a termination fee. The amount of any termination fees would be in addition to the payoff amount shown on this statement.

AMENDED DEMAND STATEMENTS ARE SENT AUTOMATICALLY IF THE TOTAL AMOUNT DUE INCREASES BEFORE NOVEMBER 9, 2009.

HOME EQUITY CHECKS AND HOME EQUITY LINE OF CREDIT VISA® ACCESS CARDS

This is a Payoff Demand Statement and is issued to customers who are intending to pay off their loan. If we receive sufficient funds to pay off your line of credit, we will close the account unless you contact our Customer Service Department at 1-800-669-5864 advising us otherwise. We strongly suggest that any remaining home equity checks or home equity line of credit Visa® access cards be destroyed, to avoid any unauthorized usage or confusion concerning the closing of this loan.

PAYOFF INSTRUCTIONS

Payoff funds must be made payable to **BAC Home Loans Servicing, LP** and will be accepted by **WIRE** or **CERTIFIED FUNDS ONLY**. They **MUST** reference the **BAC Home Loans Servicing, LP** loan number, **property address** and **borrower's name** in the OBI (Originator Beneficiary Information) field of the wire transfer or on the face of the check and must be sent per the instructions below. Failure to do so may cause delays resulting in additional interest due or the return of the funds to the remitter. Funds received after 3:00 p.m. Central Time may be posted the following business day.

Wire funds to:
Beneficiary Bank: Bank of America
ABA Routing # [REDACTED]
Beneficiary Acct Name: MRC
MRC Account # [REDACTED]
Reference: Shawn Lampman
Loan Number: [REDACTED] 9478-0

Mail CERTIFIED funds to:
BAC Home Loans Servicing, LP
Attention: FWBS-HELOC-Payoff
5401 N. Beach St.
Fort Worth, TX 76137-2733

PLEASE DO NOT SEND CERTIFIED FUNDS TO THE WIRE INSTRUCTIONS ABOVE AS CERTIFIED FUNDS MUST BE PROCESSED IN OUR PAYOFF DEPARTMENT.

This communication is from BAC Home Loans Servicing, LP, a subsidiary of Bank of America, N.A.

HELOC 1ST

Please call 1-800-669-5864 for updated payoff information within 24 hours of submitting funds.

See following page for important information

HLC310F3 8969 12/1/2009 **BANA01070**

BAC Home Loans Servicing, LP
Loan No: [REDACTED] 9478-0

Statement Date:
October 28, 2009

Statement Void After:
November 9, 2009

INTEREST CALCULATION

Adjustable rate mortgage loans may have more than one interest rate in effect during the period in which this demand statement applies.

Daily Interest ¹	From	Through	Interest Rate
134.8158	10/01/09	11/09/09	4.5000

¹ Daily Interest = Average Daily Principal Balance x Interest Rate ÷ 365.

PAYOFF OVERAGES

If BAC Home Loans Servicing, LP receives funds greater than the amount required to payoff your loan, we will automatically process the overage within 14 days of payoff. **If an address change is being submitted on behalf of the borrower, the form MUST be signed by the borrower for the address change to take effect.**

ADDITIONAL INFORMATION

The payoff amount is subject to change for various reasons, including but not limited to the following:

- We may not have posted a recently submitted payment; (Please **DO NOT** place a stop payment on any check.)
- A fee may be assessed if a payment is returned unpaid by your financial institution for any reason;
- Additional or anticipated fees and costs may be incurred relating to collection, foreclosure, bankruptcy, or other defaults on your loan;
- Adjustments may be required to reflect disbursements made by, or payments owed to, your prior lender if the servicing of your loan was transferred to BAC Home Loans Servicing, LP;
- Late charges assessed for delinquent payments;
- Subsequent draws posted after **October 28, 2009**;
- Change in the Prime Index Rate after **October 28, 2009**.



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Automated Payoff Request Line: 1-800-669-5864

Fax: 1-888-836-8714

Nota: Si necesita la información incluida en la Demanda de Liquidación traducida al español, por favor comuníquese con nuestro Departamento de Servicio al Cliente al **1-800-295-0025**.

BANA01071

Home Loans

Home Equity Loan Servicing
FWBS-HELOC-Payoff
5401 N. Beach St.
Fort Worth, TX 76137-2733

From: Name: AREDDY4

To: Name: *
Fax Number: 1-888-491-4947
Voice Phone:

Number of pages including this cover page: 3
Date and time of transmission: November 6, 2009

IMPORTANT MESSAGE REGARDING PROPERTY LOCATED AT:
2345 Calico Creek Street

The following pages contain the requested payoff information and instructions.

In an effort to expedite and more efficiently process your payoff request, please follow the four easy steps below:

1. Write the loan number and borrower's name or property address on the check (ex. XXXX-X, Smith)
2. Place the payoff check on top of any accompanying support documents.
3. Do not staple the actual check to any accompanying support documents.
4. All correspondence and requests for **release documents** should be sent to:

Customer Service
SV-314B
PO Box 5170
Simi Valley, CA 93062-5170

Do NOT send payoff funds to this address.

If there is an error with this transmission, or it is incomplete, please call 1-800-669-6607 for assistance.

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL OR EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE, AND DESTROY THIS DOCUMENT.

THANK YOU.

DMDFAHXCH 7452 06/15/2007

BANA01072

Bank of America

Home Loans

Home Equity Loan Servicing
FWBS-HELOC-Payoff
5401 N. Beach St.
Fort Worth, TX 76137-2733

Amended

PAYOFF DEMAND STATEMENT

HELOC 1ST

Statement Void After
November 9, 2009

Statement Date
November 6, 2009

BAC Home Loans Servicing, LP
Loan No.: 9478-0

Name & Property Address
Shawn Lampman
2345 Calico Creek Street
Las Vegas, NV 89135

*
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Faxed to: 1-888-491-4947

This loan is in Foreclosure.

The expiration of this demand is the sooner of the above Void After date or the foreclosure sale date.

PAYOFF CALCULATION

Principal Balance as of 11/01/09	\$1,093,505.99
Interest Payable	73,541.16
Uncollected Late Charges	1,329.54
Uncollected Fees Due	36,295.68
Interest from 11/01/09 through 11/09/09	1,078.53
Foreclosure Fees	601.23

Total Amount Required to Release the Lien (As of November 9, 2009) \$1,206,352.13

Your Loan is currently in default and has been accelerated. If you cure the default before you payoff your loan, your loan will be reinstated and deemed current. If you payoff your loan after your default is cured, you may be liable for the payment of a termination fee. The amount of any termination fees would be in addition to the payoff amount shown on this statement.

AMENDED DEMAND STATEMENTS ARE SENT AUTOMATICALLY IF THE TOTAL AMOUNT DUE INCREASES BEFORE NOVEMBER 9, 2009.

HOME EQUITY CHECKS AND HOME EQUITY LINE OF CREDIT VISA® ACCESS CARDS

This is a Payoff Demand Statement and is issued to customers who are intending to pay off their loan. If we receive sufficient funds to pay off your line of credit, we will close the account unless you contact our Customer Service Department at 1-800-669-5864 advising us otherwise. We strongly suggest that any remaining home equity checks or home equity line of credit Visa® access cards be destroyed, to avoid any unauthorized usage or confusion concerning the closing of this loan.

PAYOFF INSTRUCTIONS

Payoff funds must be made payable to **BAC Home Loans Servicing, LP** and will be accepted by **WIRE** or **CERTIFIED FUNDS ONLY**. They **MUST** reference the **BAC Home Loans Servicing, LP loan number, property address and borrower's name** in the OBI (Originator Beneficiary Information) field of the wire transfer or on the face of the check and must be sent per the instructions below. Failure to do so may cause delays resulting in additional interest due or the return of the funds to the remitter. Funds received after 3:00 p.m. Central Time may be posted the following business day.

Wire funds to:
Beneficiary Bank: Bank of America
ABA Routing #
Beneficiary Acct Name: MRC
MRC Account #
Reference: Shawn Lampman
Loan Number: 9478-0

Mail CERTIFIED funds to:
BAC Home Loans Servicing, LP
Attention: FWBS-HELOC-Payoff
5401 N. Beach St.
Fort Worth, TX 76137-2733

PLEASE DO NOT SEND CERTIFIED FUNDS TO THE WIRE INSTRUCTIONS ABOVE AS CERTIFIED FUNDS MUST BE PROCESSED IN OUR PAYOFF DEPARTMENT.

This communication is from BAC Home Loans Servicing, LP, a subsidiary of Bank of America, N.A.

HELOC 1ST

Please call 1-800-669-5864 for updated payoff information within 24 hours of submitting funds.

See following page for important information

HLC310F3 8969 12/1/2009 **BANA01073**

BAC Home Loans Servicing, LP
Loan No: [REDACTED] 9478-0

Statement Date:
November 6, 2009

Statement Void After:
November 9, 2009

INTEREST CALCULATION

Adjustable rate mortgage loans may have more than one interest rate in effect during the period in which this demand statement applies.

Daily Interest ¹	From	Through	Interest Rate
134.8158	11/01/09	11/09/09	4.5000

¹ Daily Interest = Average Daily Principal Balance x Interest Rate ÷ 365.

PAYOFF OVERAGES

If BAC Home Loans Servicing, LP receives funds greater than the amount required to payoff your loan, we will automatically process the overage within 14 days of payoff. **If an address change is being submitted on behalf of the borrower, the form MUST be signed by the borrower for the address change to take effect.**

ADDITIONAL INFORMATION

The payoff amount is subject to change for various reasons, including but not limited to the following:

- We may not have posted a recently submitted payment; (Please **DO NOT** place a stop payment on any check.)
- A fee may be assessed if a payment is returned unpaid by your financial institution for any reason;
- Additional or anticipated fees and costs may be incurred relating to collection, foreclosure, bankruptcy, or other defaults on your loan;
- Adjustments may be required to reflect disbursements made by, or payments owed to, your prior lender if the servicing of your loan was transferred to BAC Home Loans Servicing, LP;
- Late charges assessed for delinquent payments;
- Subsequent draws posted after **November 6, 2009**;
- Change in the Prime Index Rate after **November 6, 2009**.



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Automated Payoff Request Line: 1-800-669-5864

Fax: 1-888-836-8714

Nota: Si necesita la información incluida en la Demanda de Liquidación traducida al español, por favor comuníquese con nuestro Departamento de Servicio al Cliente al **1-800-295-0025**.

BANA01074

Bank of America



Home Loans

Home Equity Loan Servicing
PTX-B-HELOC-Payoff
7105 Corporate Drive
Plano, TX 75024-4100

From: Name: ASHAIKH5

To: Name: 00
Fax Number: 1-888-491-4947
Voice Phone:

Number of pages including this cover page: 3
Date and time of transmission: May 19, 2010

**IMPORTANT MESSAGE REGARDING PROPERTY LOCATED AT:
2345 Calico Creek Street**

The following pages contain the requested payoff information and instructions.

In an effort to expedite and more efficiently process your payoff request, please follow the four easy steps below:

1. Write the loan number and borrower's name or property address on the check (ex. XXXX-X, Smith)
2. Place the payoff check on top of any accompanying support documents.
3. Do not staple the actual check to any accompanying support documents.
4. All correspondence and requests for **release documents** should be sent to:

Customer Service
CA6-919-01-41
PO Box 5170
Simi Valley, CA 93062-5170

Do NOT send payoff funds to this address.

If there is an error with this transmission, or it is incomplete, please call 1-800-669-6607 for assistance.

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL OR EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE, AND DESTROY THIS DOCUMENT.

THANK YOU.

DMDFAHX 7452 06/15/2007

BANA01075

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Bank of America

Home Loans
Home Equity Loan Servicing
PTX-B-HELOC-Payoff
7105 Corporate Drive
Plano, TX 75024-4100

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Amended

PAYOFF DEMAND STATEMENT**HELOC 1ST****Statement Void After
May 21, 2010**Statement Date
May 19, 2010**BAC Home Loans Servicing, LP**
Loan No.: [REDACTED] 9478-0Name & Property Address
Shawn Lampman
2345 Calico Creek Street
Las Vegas, NV 89135

Faxed to: 1-888-491-4947

This loan is in Bankruptcy.**PAYOFF CALCULATION**

Principal Balance as of 05/01/10	\$1,093,505.99
Interest Payable	97,942.81
Uncollected Late Charges	1,329.54
Uncollected Fees Due	37,673.68
Interest from 05/01/10 through 05/21/10	2,696.32
Termination Fees	350.00
Bankruptcy Fees	601.23

Total Amount Required to Release the Lien (As of May 21, 2010) \$1,234,099.57

AMENDED DEMAND STATEMENTS ARE SENT AUTOMATICALLY IF THE TOTAL AMOUNT DUE INCREASES BEFORE MAY 21, 2010.

HOME EQUITY CHECKS AND HOME EQUITY LINE OF CREDIT VISA® ACCESS CARDS

This is a Payoff Demand Statement and is issued to customers who are intending to pay off their loan. If we receive sufficient funds to pay off your line of credit, we will close the account unless you contact our Customer Service Department at 1-800-669-5864 advising us otherwise. We strongly suggest that any remaining home equity checks or home equity line of credit Visa® access cards be destroyed, to avoid any unauthorized usage or confusion concerning the closing of this loan.

PAYOFF INSTRUCTIONS

Payoff funds must be made payable to **BAC Home Loans Servicing, LP** and will be accepted by **WIRE** or **CERTIFIED FUNDS ONLY**. They **MUST** reference the **BAC Home Loans Servicing, LP** loan number, property address and borrower's name in the OBI (Originator Beneficiary Information) field of the wire transfer or on the face of the check and must be sent per the instructions below. Failure to do so may cause delays resulting in additional interest due or the return of the funds to the remitter. Funds received after 3:00 p.m. Central Time may be posted the following business day.

Wire funds to:
Beneficiary Bank: Bank of America
ABA Routing #: [REDACTED]
Beneficiary Acct Name: MRC
MRC Account #: [REDACTED]
Reference: Shawn Lampman
Loan Number: [REDACTED] 9478-0

Mail CERTIFIED funds to:
BAC Home Loans Servicing, LP
Attention: PTX-B-HELOC-Payoff
7105 Corporate Drive
Plano, TX 75024-4100

PLEASE DO NOT SEND CERTIFIED FUNDS TO THE WIRE INSTRUCTIONS ABOVE AS CERTIFIED FUNDS MUST BE PROCESSED IN OUR PAYOFF DEPARTMENT.

This communication is from BAC Home Loans Servicing, LP, a subsidiary of Bank of America, N.A.

HELOC 1ST

Please call 1-800-669-5864 for updated payoff information within 24 hours of submitting funds.

See following page for important information

HLC310F3 8969 12/1/2009 **BANA01076**

BAC Home Loans Servicing, LP
Loan No: 9478-0

Statement Date:
May 19, 2010

Statement Void After:
May 21, 2010

INTEREST CALCULATION

Adjustable rate mortgage loans may have more than one interest rate in effect during the period in which this demand statement applies.

Daily Interest ¹	From	Through	Interest Rate
134.8158	05/01/10	05/21/10	4.5000

¹ Daily Interest = Average Daily Principal Balance x Interest Rate ÷ 365.

PAYOFF OVERAGES

If BAC Home Loans Servicing, LP receives funds greater than the amount required to payoff your loan, we will automatically process the overage within 14 days of payoff. **If an address change is being submitted on behalf of the borrower, the form MUST be signed by the borrower for the address change to take effect.**

ADDITIONAL INFORMATION

The payoff amount is subject to change for various reasons, including but not limited to the following:

- We may not have posted a recently submitted payment; (Please **DO NOT** place a stop payment on any check.)
- A fee may be assessed if a payment is returned unpaid by your financial institution for any reason;
- Additional or anticipated fees and costs may be incurred relating to collection, foreclosure, bankruptcy, or other defaults on your loan;
- Adjustments may be required to reflect disbursements made by, or payments owed to, your prior lender if the servicing of your loan was transferred to BAC Home Loans Servicing, LP;
- Late charges assessed for delinquent payments;
- Subsequent draws posted after **May 19, 2010**;
- Change in the Prime Index Rate after **May 19, 2010**.



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Automated Payoff Request Line: 1-800-669-5864

Fax: 1-888-836-8714

Nota: Si necesita la información incluida en la Demanda de Liquidación traducida al español, por favor comuníquese con nuestro Departamento de Servicio al Cliente al **1-800-295-0025**.

BANA01077

Home Loans

Home Equity Loan Servicing
FWBS-HELOC-Payoff
5401 N. Beach St.
Fort Worth, TX 76137-2733

From: Name: HAREKAR

To: Name: X
Fax Number: 1-888-491-4947
Voice Phone:

Number of pages including this cover page: 3
Date and time of transmission: October 5, 2009

**IMPORTANT MESSAGE REGARDING PROPERTY LOCATED AT:
2345 Calico Creek Street**

The following pages contain the requested payoff information and instructions.

In an effort to expedite and more efficiently process your payoff request, please follow the four easy steps below:

1. Write the loan number and borrower's name or property address on the check (ex. XXXX-X, Smith)
2. Place the payoff check on top of any accompanying support documents.
3. Do not staple the actual check to any accompanying support documents.
4. All correspondence and requests for **release documents** should be sent to:

Customer Service
SV-314B
PO Box 5170
Simi Valley, CA 93062-5170

Do NOT send payoff funds to this address.

If there is an error with this transmission, or it is incomplete, please call 1-800-669-6607 for assistance.

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL OR EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE, AND DESTROY THIS DOCUMENT.

THANK YOU.

DMDFAHX 7452 06/15/2007

BANA01078

Bank of America

Home Loans

Home Equity Loan Servicing
FWBS-HELOC-Payoff
5401 N. Beach St.
Fort Worth, TX 76137-2733

Amended

PAYOFF DEMAND STATEMENT

HELOC 1ST

**Statement Void After
October 15, 2009**

Statement Date
October 5, 2009

BAC Home Loans Servicing, LP
Loan No.: 9478-0

Name & Property Address
Shawn Lampman
2345 Calico Creek Street
Las Vegas, NV 89135

X
00000

Faxed to: 1-888-491-4947

This loan is in Foreclosure.

The expiration of this demand is the sooner of the above Void After date or the foreclosure sale date.

PAYOFF CALCULATION

Principal Balance as of 10/01/09	\$1,093,505.99
Interest Payable	69,361.87
Uncollected Late Charges	1,329.54
Uncollected Fees Due	22,356.68
Interest from 10/01/09 through 10/15/09	1,887.42
Foreclosure Fees	601.23

Total Amount Required to Release the Lien (As of October 15, 2009) \$1,189,042.73

Your Loan is currently in default and has been accelerated. If you cure the default before you payoff your loan, your loan will be reinstated and deemed current. If you payoff your loan after your default is cured, you may be liable for the payment of a termination fee. The amount of any termination fees would be in addition to the payoff amount shown on this statement.

AMENDED DEMAND STATEMENTS ARE SENT AUTOMATICALLY IF THE TOTAL AMOUNT DUE INCREASES BEFORE OCTOBER 15, 2009.

HOME EQUITY CHECKS AND HOME EQUITY LINE OF CREDIT VISA® ACCESS CARDS

This is a Payoff Demand Statement and is issued to customers who are intending to pay off their loan. If we receive sufficient funds to pay off your line of credit, we will close the account unless you contact our Customer Service Department at 1-800-669-5864 advising us otherwise. We strongly suggest that any remaining home equity checks or home equity line of credit Visa® access cards be destroyed, to avoid any unauthorized usage or confusion concerning the closing of this loan.

PAYOFF INSTRUCTIONS

Payoff funds must be made payable to **BAC Home Loans Servicing, LP** and will be accepted by **WIRE** or **CERTIFIED FUNDS ONLY**. They **MUST** reference the **BAC Home Loans Servicing, LP** loan number, property address and borrower's name in the OBI (Originator Beneficiary Information) field of the wire transfer or on the face of the check and must be sent per the instructions below. Failure to do so may cause delays resulting in additional interest due or the return of the funds to the remitter. Funds received after 3:00 p.m. Central Time may be posted the following business day.

Wire funds to:
Beneficiary Bank: Bank of America
ABA Routing #
Beneficiary Acct Name: MRC
MRC Account #
Reference: Shawn Lampman
Loan Number: 9478-0

Mail CERTIFIED funds to:
BAC Home Loans Servicing, LP
Attention: FWBS-HELOC-Payoff
5401 N. Beach St.
Fort Worth, TX 76137-2733

PLEASE DO NOT SEND CERTIFIED FUNDS TO THE WIRE INSTRUCTIONS ABOVE AS CERTIFIED FUNDS MUST BE PROCESSED IN OUR PAYOFF DEPARTMENT.

This communication is from BAC Home Loans Servicing, LP, a subsidiary of Bank of America, N.A.

HELOC 1ST

Please call 1-800-669-5864 for updated payoff information within 24 hours of submitting funds.

See following page for important information

HLC310F3 8969 12/1/2009 **BANA01079**

ASA_026

218-20

BAC Home Loans Servicing, LP
Loan No: ■■■■9478-0

Statement Date:
October 5, 2009

Statement Void After:
October 15, 2009

INTEREST CALCULATION

Adjustable rate mortgage loans may have more than one interest rate in effect during the period in which this demand statement applies.

Daily Interest ¹	From	Through	Interest Rate
134.8158	10/01/09	10/15/09	4.5000

¹ Daily Interest = Average Daily Principal Balance x Interest Rate ÷ 365.

PAYOFF OVERAGES

If BAC Home Loans Servicing, LP receives funds greater than the amount required to payoff your loan, we will automatically process the overage within 14 days of payoff. **If an address change is being submitted on behalf of the borrower, the form MUST be signed by the borrower for the address change to take effect.**

ADDITIONAL INFORMATION

The payoff amount is subject to change for various reasons, including but not limited to the following:

- We may not have posted a recently submitted payment; (Please **DO NOT** place a stop payment on any check.)
- A fee may be assessed if a payment is returned unpaid by your financial institution for any reason;
- Additional or anticipated fees and costs may be incurred relating to collection, foreclosure, bankruptcy, or other defaults on your loan;
- Adjustments may be required to reflect disbursements made by, or payments owed to, your prior lender if the servicing of your loan was transferred to BAC Home Loans Servicing, LP;
- Late charges assessed for delinquent payments;
- Subsequent draws posted after **October 5, 2009**;
- Change in the Prime Index Rate after **October 5, 2009**.



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Automated Payoff Request Line: 1-800-669-5864

Fax: 1-888-836-8714

Nota: Si necesita la información incluida en la Demanda de Liquidación traducida al español, por favor comuníquese con nuestro Departamento de Servicio al Cliente al **1-800-295-0025**.

BANA01080

Home Loans

Home Equity Loan Servicing
PTX-B-HELOC-Payoff
7105 Corporate Drive
Plano, TX 75024-4100

From: Name: ASHAIKH5

To: Name: 0
Fax Number: 1-888-491-4947
Voice Phone:

Number of pages including this cover page: 3
Date and time of transmission: April 27, 2010

**IMPORTANT MESSAGE REGARDING PROPERTY LOCATED AT:
2345 Calico Creek Street**

The following pages contain the requested payoff information and instructions.

In an effort to expedite and more efficiently process your payoff request, please follow the four easy steps below:

1. Write the loan number and borrower's name or property address on the check (ex. XXXX-X, Smith)
2. Place the payoff check on top of any accompanying support documents.
3. Do not staple the actual check to any accompanying support documents.
4. All correspondence and requests for **release documents** should be sent to:

Customer Service
CA6-919-01-41
PO Box 5170
Simi Valley, CA 93062-5170

Do NOT send payoff funds to this address.

If there is an error with this transmission, or it is incomplete, please call 1-800-669-6607 for assistance.

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL OR EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE, AND DESTROY THIS DOCUMENT. THANK YOU.

DMDFAHX 7452 06/15/2007

BANA01081

Bank of America**Home Loans**

Home Equity Loan Servicing
PTX-B-HELOC-Payoff
7105 Corporate Drive
Plano, TX 75024-4100

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0, NV 00000

Amended

PAYOFF DEMAND STATEMENT**HELOC 1ST****Statement Void After
May 3, 2010**

Statement Date
April 27, 2010

BAC Home Loans Servicing, LP
Loan No.: 9478-0

Name & Property Address
Shawn Lampman
2345 Calico Creek Street
Las Vegas, NV 89135

Faxed to: 1-888-491-4947

This loan is in Bankruptcy.**PAYOFF CALCULATION**

Principal Balance as of 04/01/10	\$1,093,505.99
Interest Payable	93,898.34
Uncollected Late Charges	1,329.54
Uncollected Fees Due	37,673.68
Interest from 04/01/10 through 05/03/10	4,314.11
Termination Fees	350.00
Bankruptcy Fees	601.23

Total Amount Required to Release the Lien (As of May 3, 2010) **\$1,231,672.89**

AMENDED DEMAND STATEMENTS ARE SENT AUTOMATICALLY IF THE TOTAL AMOUNT DUE INCREASES BEFORE MAY 3, 2010.

HOME EQUITY CHECKS AND HOME EQUITY LINE OF CREDIT VISA® ACCESS CARDS

This is a Payoff Demand Statement and is issued to customers who are intending to pay off their loan. If we receive sufficient funds to pay off your line of credit, we will close the account unless you contact our Customer Service Department at 1-800-669-5864 advising us otherwise. We strongly suggest that any remaining home equity checks or home equity line of credit Visa® access cards be destroyed, to avoid any unauthorized usage or confusion concerning the closing of this loan.

PAYOFF INSTRUCTIONS

Payoff funds must be made payable to **BAC Home Loans Servicing, LP** and will be accepted by **WIRE** or **CERTIFIED FUNDS ONLY**. They **MUST** reference the **BAC Home Loans Servicing, LP** loan number, property address and borrower's name in the OBI (Originator Beneficiary Information) field of the wire transfer or on the face of the check and must be sent per the instructions below. Failure to do so may cause delays resulting in additional interest due or the return of the funds to the remitter. Funds received after 3:00 p.m. Central Time may be posted the following business day.

Wire funds to:

Beneficiary Bank: Bank of America
ABA Routing # [REDACTED]
Beneficiary Acct Name: MRC
MRC Account # [REDACTED]
Reference: Shawn Lampman
Loan Number: 9478-0

Mail CERTIFIED funds to:

BAC Home Loans Servicing, LP
Attention: PTX-B-HELOC-Payoff
7105 Corporate Drive
Plano, TX 75024-4100

PLEASE DO NOT SEND CERTIFIED FUNDS TO THE WIRE INSTRUCTIONS ABOVE AS CERTIFIED FUNDS MUST BE PROCESSED IN OUR PAYOFF DEPARTMENT.

This communication is from BAC Home Loans Servicing, LP, a subsidiary of Bank of America, N.A.

HELOC 1ST

Please call 1-800-669-5864 for updated payoff information within 24 hours of submitting funds.

See following page for important information

HLC310F3 8969 12/1/2009 **BANA01082**

BAC Home Loans Servicing, LP
Loan No: [REDACTED] 9478-0

Statement Date:
April 27, 2010

Statement Void After:
May 3, 2010

INTEREST CALCULATION

Adjustable rate mortgage loans may have more than one interest rate in effect during the period in which this demand statement applies.

Daily Interest ¹	From	Through	Interest Rate
134.8158	04/01/10	05/03/10	4.5000

¹ Daily Interest = Average Daily Principal Balance x Interest Rate ÷ 365.

PAYOFF OVERAGES

If BAC Home Loans Servicing, LP receives funds greater than the amount required to payoff your loan, we will automatically process the overage within 14 days of payoff. **If an address change is being submitted on behalf of the borrower, the form MUST be signed by the borrower for the address change to take effect.**

ADDITIONAL INFORMATION

The payoff amount is subject to change for various reasons, including but not limited to the following:

- We may not have posted a recently submitted payment; (Please **DO NOT** place a stop payment on any check.)
- A fee may be assessed if a payment is returned unpaid by your financial institution for any reason;
- Additional or anticipated fees and costs may be incurred relating to collection, foreclosure, bankruptcy, or other defaults on your loan;
- Adjustments may be required to reflect disbursements made by, or payments owed to, your prior lender if the servicing of your loan was transferred to BAC Home Loans Servicing, LP;
- Late charges assessed for delinquent payments;
- Subsequent draws posted after **April 27, 2010**;
- Change in the Prime Index Rate after **April 27, 2010**.



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Automated Payoff Request Line: 1-800-669-5864

Fax: 1-888-836-8714

Nota: Si necesita la información incluida en la Demanda de Liquidación traducida al español, por favor comuníquese con nuestro Departamento de Servicio al Cliente al **1-800-295-0025**.

BANA01083

Home Loans

Mail Stop CA6-921-01-03
450 American Street
Simi Valley, CA 93065

Shawn Lampman
2345 Calico Creek Ct
Las Vegas, NV 89135

Notice Date: August 20, 2009

Account No.: [REDACTED] 9478

Property Address:
2345 Calico Creek Street
Las Vegas, NV 89135

IMPORTANT MESSAGE ABOUT YOUR ACCOUNT

We have received your request for a Short Sale on the above referenced property. This letter is intended to outline this process. We look forward to working with you and/or your agent as we work to complete this process.

Please be advised: Credit reporting will continue while your loan is under review for a short sale. If the short sale is approved, unless agreed otherwise or prohibited by law, the loan's insurer and/or investor may pursue a deficiency for the difference in the payment received and the total balance due. A short sale may adversely affect your credit. Furthermore, there may be tax consequences associated with entering into a short sale. You are encouraged to seek the guidance from an independent tax advisor, and/or an attorney, before proceeding with the short sale.

WHAT THIS MEANS

This is a brief overview of the short sale process and the estimated time frames for each step. We expect the process to take 30-40 days to complete. However, these are only approximations and delays outside of our control may occur.

- **The Purchase Contract documentation has been received.** If additional information is required, we will contact you and/or your agent. Additional information may be sent to us at the fax number listed below.
- **Our appraisal vendor will contact you and/or your agent within approximately 5 business days from the date of this letter to set an appointment for an interior appraisal of the property.** A point of contact is necessary to obtain access to the property. The appraisal fee will be charged to the loan.
- **The final appraisal will require approximately 10 business days after the date of the interior appraisal is completed.**
- **Upon completion of the appraisal, we will update your file and prepare it for review.** In some cases, approval may be required by the investor. If that is the case, this approval process will take approximately 20 business days from the time the completed appraisal is received.
- **The offer will be accepted or declined after the review process is complete.**
- **If the offer is declined, we will send notification to you and your agent within 5 business days of the final decision.**
- **If the offer is accepted, we will contact you within 48 hours to schedule a closing date.** We anticipate the closing date to be within 10 business days of approval or at the earliest possible date.

WHAT YOU NEED TO DO

When information updates are available, we will contact you and/or your agent to provide a status of your file. If you have questions or concerns, please contact our Short Sale Customer Contact Department at **1-866-880-1232**.

Or if you have additional information, you may fax it to us at **1-888-491-4947**.

Home Loans

Home Equity Loan Servicing
FWBS-HELOC-Payoff
5401 N. Beach St.
Fort Worth, TX 76137-2733

From: Name: ASHAIKH5

To: Name: Kim
Fax Number: 1-702-360-4181
Voice Phone:

Number of pages including this cover page: 3
Date and time of transmission: August 3, 2009

**IMPORTANT MESSAGE REGARDING PROPERTY LOCATED AT:
2345 Calico Creek Street**

The following pages contain the requested payoff information and instructions.

In an effort to expedite and more efficiently process your payoff request, please follow the four easy steps below:

1. Write the loan number and borrower's name or property address on the check (ex. XXXX-X, Smith)
2. Place the payoff check on top of any accompanying support documents.
3. Do not staple the actual check to any accompanying support documents.
4. All correspondence and requests for **release documents** should be sent to:

Customer Service
SV-314B
PO Box 5170
Simi Valley, CA 93062-5170

Do NOT send payoff funds to this address.

If there is an error with this transmission, or it is incomplete, please call 1-800-669-6607 for assistance.

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL OR EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE, AND DESTROY THIS DOCUMENT. THANK YOU.

DMDFAHXCH 7452 06/15/2007

BANA01085

Bank of America

Home Loans

Home Equity Loan Servicing
FWBS-HELOC-Payoff
5401 N. Beach St.
Fort Worth, TX 76137-2733

Kim
00000

Amended

PAYOFF DEMAND STATEMENT

HELOC 1ST

**Statement Void After
August 10, 2009**

Statement Date
August 3, 2009

BAC Home Loans Servicing, LP
Loan No.: 9478-0

Name & Property Address
Shawn Lampman
2345 Calico Creek Street
Las Vegas, NV 89135

Faxed to: 1-702-360-4181

This loan is in Foreclosure.

The expiration of this demand is the sooner of the above Void After date or the foreclosure sale date.

PAYOFF CALCULATION

Principal Balance as of 08/01/09	\$1,093,505.99
Interest Payable	61,138.11
Uncollected Late Charges	1,531.76
Uncollected Fees Due	22,342.68
Interest from 08/01/09 through 08/10/09	1,213.34
Foreclosure Fees	601.23

Total Amount Required to Release the Lien (As of August 10, 2009) \$1,180,333.11

Your Loan is currently in default and has been accelerated. If you cure the default before you payoff your loan, your loan will be reinstated and deemed current. If you payoff your loan after your default is cured, you may be liable for the payment of a termination fee. The amount of any termination fees would be in addition to the payoff amount shown on this statement.

AMENDED DEMAND STATEMENTS ARE SENT AUTOMATICALLY IF THE TOTAL AMOUNT DUE INCREASES BEFORE AUGUST 10, 2009.

HOME EQUITY CHECKS AND HOME EQUITY LINE OF CREDIT VISA® ACCESS CARDS

This is a Payoff Demand Statement and is issued to customers who are intending to pay off their loan. If we receive sufficient funds to pay off your line of credit, we will close the account unless you contact our Customer Service Department at 1-800-669-5864 advising us otherwise. We strongly suggest that any remaining home equity checks or home equity line of credit Visa® access cards be destroyed, to avoid any unauthorized usage or confusion concerning the closing of this loan.

PAYOFF INSTRUCTIONS

Payoff funds must be made payable to **BAC Home Loans Servicing, LP** and will be accepted by **WIRE** or **CERTIFIED FUNDS ONLY**. They **MUST** reference the **BAC Home Loans Servicing, LP** loan number, property address and borrower's name in the OBI (Originator Beneficiary Information) field of the wire transfer or on the face of the check and must be sent per the instructions below. Failure to do so may cause delays resulting in additional interest due or the return of the funds to the remitter. Funds received after 3:00 p.m. Central Time may be posted the following business day.

Wire funds to:
Beneficiary Bank: Bank of America
ABA Routing #
Beneficiary Acct Name: MRC
MRC Account #
Reference: Shawn Lampman
Loan Number: 9478-0

Mail CERTIFIED funds to:
BAC Home Loans Servicing, LP
Attention: FWBS-HELOC-Payoff
5401 N. Beach St.
Fort Worth, TX 76137-2733

PLEASE DO NOT SEND CERTIFIED FUNDS TO THE WIRE INSTRUCTIONS ABOVE AS CERTIFIED FUNDS MUST BE PROCESSED IN OUR PAYOFF DEPARTMENT.

This communication is from BAC Home Loans Servicing, LP, a subsidiary of Bank of America, N.A.

HELOC 1ST

Please call 1-800-669-5864 for updated payoff information within 24 hours of submitting funds.

See following page for important information

HLC310F3 8969 12/12/09 **BANA01086**

ASA_033

218-27

BAC Home Loans Servicing, LP
Loan No: [REDACTED] 9478-0

Statement Date:
August 3, 2009

Statement Void After:
August 10, 2009

INTEREST CALCULATION

Adjustable rate mortgage loans may have more than one interest rate in effect during the period in which this demand statement applies.

Daily Interest ¹	From	Through	Interest Rate
134.8158	08/01/09	08/10/09	4.5000

¹ Daily Interest = Average Daily Principal Balance x Interest Rate ÷ 365.

PAYOFF OVERAGES

If BAC Home Loans Servicing, LP receives funds greater than the amount required to payoff your loan, we will automatically process the overage within 14 days of payoff. **If an address change is being submitted on behalf of the borrower, the form MUST be signed by the borrower for the address change to take effect.**

ADDITIONAL INFORMATION

The payoff amount is subject to change for various reasons, including but not limited to the following:

- We may not have posted a recently submitted payment; (Please **DO NOT** place a stop payment on any check.)
- A fee may be assessed if a payment is returned unpaid by your financial institution for any reason;
- Additional or anticipated fees and costs may be incurred relating to collection, foreclosure, bankruptcy, or other defaults on your loan;
- Adjustments may be required to reflect disbursements made by, or payments owed to, your prior lender if the servicing of your loan was transferred to BAC Home Loans Servicing, LP;
- Late charges assessed for delinquent payments;
- Subsequent draws posted after **August 3, 2009**;
- Change in the Prime Index Rate after **August 3, 2009**.



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Automated Payoff Request Line: 1-800-669-5864

Fax: 1-888-836-8714

Nota: Si necesita la información incluida en la Demanda de Liquidación traducida al español, por favor comuníquese con nuestro Departamento de Servicio al Cliente al **1-800-295-0025**.

BANA01087

TAB 4



P.O. Box 650070
Dallas, TX 75265-0070

Business Address:
7105 Corporate Drive
Plano, TX 75024-4100

Send Payments to:
P.O. Box 650070
Dallas, TX 75265-0070

October 6, 2008

Shawn Lampman
2345 CALICO CREEK CT
LAS VEGAS, NV 89135-1526

Account No.: [REDACTED] 9478
Property Address:
2345 Calico Creek Street
Las Vegas, NV 89135-1526

NOTICE OF INTENT TO ACCELERATE

Dear Shawn Lampman:

Countrywide Home Loans, Inc. (hereinafter "Countrywide") services the home equity loan described above on behalf of the holder of the promissory note (the "Noteholder"). The home equity loan is in serious default because the required payments have not been made. The total amount now required to reinstate the home equity loan as of the date of this letter is as follows:

<u>Monthly Charges:</u>	08/20/2008	\$5,809.59
	09/20/2008	\$5,788.71
<u>Other Charges:</u>	Total Late Charges:	\$0.00
	Uncollected Costs:	\$0.00
	Partial Payment Balance:	(\$0.00)
	TOTAL DUE:	\$11,598.30

You have the right to cure the default. To cure the default, on or before November 10, 2008, Countrywide must receive the amount of \$11,598.30 plus any additional regular monthly payment or payments, late charges, fees and charges, which become due on or before November 10, 2008.

The default will not be considered cured unless Countrywide receives "good funds" in the amount \$11,598.30 on or before November 10, 2008. If any check (or other payment) is returned to us for insufficient funds or for any other reason, "good funds" will not have been received and the default will not have been cured. No extension of time to cure will be granted due to a returned payment. Countrywide reserves the right to accept or reject a partial payment of the total amount due without waiving any of its rights herein or otherwise. For example, if less than the full amount that is due is sent to us, we can keep the payment and apply it to the debt but still proceed to foreclosure since the default would not have been cured.

If the default is not cured on or before November 10, 2008, the mortgage payments **will be accelerated** with the full amount remaining accelerated and becoming due and payable in full, and foreclosure proceedings will be initiated at that time. As such, the failure to cure the default may result in the foreclosure and sale of your property. If your property is foreclosed upon, the Noteholder may pursue a deficiency judgment against you to collect the balance of your loan, if permitted by law.

You may, if required by law or your loan documents, have the right to cure the default after the acceleration of the mortgage payments and prior to the foreclosure sale of your property if all amounts past due are paid within the time permitted by law. However, Countrywide and the Noteholder shall be entitled to collect all fees and costs incurred by Countrywide and the Noteholder in pursuing any of their remedies, including but not limited to reasonable attorney's fees, to the full extent permitted by law. Further, you may have the right to bring a court action to assert the non-existence of a default or any other defense you may have to acceleration and foreclosure.

Your loan is in default. Pursuant to your loan documents, Countrywide may, enter upon and conduct an inspection of your property. The purposes of such an inspection are to (i) observe the physical condition of your property, (ii) verify that the property is occupied and/or (iii) determine the identity of the occupant. If you do not cure the default prior to the inspection, other actions to protect the mortgagee's interest in the property (including, but not limited to, winterization, securing the property, and valuation services) may be taken. **The costs of the above-described inspections and property preservation efforts will be charged to your account as provided in your security instrument and as permitted by law.**

If you are unable to cure the default on or before November 10, 2008, Countrywide wants you to be aware of various options that may be available to you through Countrywide to prevent a foreclosure sale of your property. For example:

- Repayment Plan: It is possible that you may be eligible for some form of payment assistance through Countrywide.

Please write your account number on all checks and correspondence.
We may charge you a fee for any payment returned or rejected by your financial institution, subject to applicable law.

Account Number: [REDACTED] 9478-0
Shawn Lampman
2345 Calico Creek Street

BLQNSENV 8644 08/28/2008
Home Equity Loan Payment
Balance Due for charges listed above: \$11,598.30 as of October 6, 2008.

- Make your check payable to Countrywide Home Loans
- Write your account number on your check or money order
- Write in any additional amounts you are including (if total is more than \$5000, please send certified check)
- Don't attach your check to the payment coupon
- Don't include correspondence
- Don't send cash

Please update e-mail information on the reverse side of this coupon.

BLQNSENV

<input type="checkbox"/>	Additional Principal
<input type="checkbox"/>	Additional Escrow
<input type="checkbox"/>	Other
<input type="checkbox"/>	Check Total

Countrywide
PO BOX 650070
Dallas, TX 75265-0070
|||||



[REDACTED] 9478000001159830001159830

BANA00826

ASA_036

Our basic plan requires that Countrywide receive, up front, at least 1/2 of the amount necessary to bring the account current, and that the balance of the overdue amount be paid, along with the regular monthly payment, over a defined period of time. Other repayment plans also are available.

- **Loan Modification:** Or, it is possible that the regular monthly payments can be lowered through a modification of the loan by reducing the interest rate and then adding the delinquent payments to the current loan balance. This foreclosure alternative, however, is limited to certain loan types.
- **Sale of Your Property:** Or, if you are willing to sell your home in order to avoid foreclosure, it is possible that the sale of your home can be approved through Countrywide even if your home is worth less than what is owed on it.
- **Deed-in-Lieu:** Or, if your property is free from other liens or encumbrances, and if the default is due to a serious financial hardship which is beyond your control, you may be eligible to deed your property directly to the Noteholder and avoid the foreclosure sale.

If you are interested in discussing any of these foreclosure alternatives with Countrywide, you must contact us immediately. If you request assistance, Countrywide will need to evaluate whether that assistance will be extended to you. In the meantime, Countrywide will pursue all of its rights and remedies under the loan documents and as permitted by law, unless it agrees otherwise in writing. Failure to bring your loan current or to enter into a written agreement by November 10, 2008 as outlined above will result in the acceleration of your debt.

Additionally, the U.S. Department of Housing and Urban Development (HUD) funds free or very low cost housing counseling across the nation. Housing counselors can help you understand the law and your options. They can also help you to organize your finances and represent you in negotiations with your lender if you need this assistance. You may find a HUD-approved housing counselor near you by calling 1-800-569-4287. For the hearing impaired, HUD Counseling Agency (TDD) numbers are available at 1-800-877-8339.

Time is of the essence. Should you have any questions concerning this notice, please contact Loan Counseling Center immediately at 1-800-641-5302. Our office hours are between 8:00 AM and 5:00 PM (Central Time).

Sincerely,

Loan Counseling Center

E-mail use: Providing your e-mail address below will allow us to send you information on your account.
Account Number: 9478
Shawn Lampman E-mail address

How we post your payments: All accepted payments of principal and interest will be applied to the longest outstanding installment due, unless otherwise expressly prohibited or limited by law. If you submit an amount in addition to your scheduled monthly amount, we will apply your payments as follows: (i) to outstanding monthly payments of principal and interest, (ii) escrow deficiencies, (iii) late charges and other amounts you owe in connection with your loan and (iv) to reduce the outstanding principal balance of your loan. Please specify if you want an additional amount applied to future payments, rather than principal reduction.

Postdated checks: Countrywide's policy is to not accept postdated checks, unless specifically agreed to by a loan counselor or technician.

BANA00827

ASA_037



PO Box 9048
Temecula, CA 92589-9048

Send Payments To:
PO Box 650070
Dallas, TX 75265-0070

Send Correspondence to:
PO Box 5170, MS SV314B
Simi Valley, CA 93065



2209557840

PRESORT
First-Class Mail
U.S. Postage and
Fees Paid
WSO



Shawn Lampman
2345 CALICO CREEK CT
LAS VEGAS, NV 89135-1526

20080605-7
BLQNSNV

1008-v13



BANA00828

ASA_038

BANA00829

ASA_039

194-4

TAB 5

Inst #: 20181212-0001614

Fees: \$40.00

12/12/2018 11:45:06 AM

Receipt #: 3584927

Requestor:

PREMIER AMERICAN TITLE

Recorded By: SOV Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

Src: ERECORD

Ofc: ERECORD

RECORDING REQUESTED BY:

National Default Servicing Corporation
7720 N. 16th Street, Suite 300
Phoenix, AZ 85020

WHEN RECORDED MAIL TO:

National Default Servicing Corporation
7720 N. 16th Street, Suite 300
Phoenix, AZ 85020

NDSC File No.: 18-90207-BA-NV

Order No.: 61801546

Property Address: 2345 Calico Creek Street
Las Vegas, NV 89135

APN: 164-02-423-004

**NOTICE OF RESCISSION OF NOTICE OF DEFAULT
AND ELECTION TO SELL UNDER DEED OF TRUST**

NOTICE IS HEREBY GIVEN: That **National Default Servicing Corporation**, an Arizona Corporation, is either the original Trustee, the duly appointed substituted Trustee or acting as agent for the Trustee or Beneficiary under a Deed of Trust dated **03/07/2006**, executed by **Shawn Lampman, an unmarried man**, as Trustor, to secure certain obligations in favor **Mortgage Electronic Registration Systems, Inc., as nominee for Aegis Wholesale Corporation**, its successors and assigns, as Beneficiary, recorded **03/17/2006** as Instrument No. **20060317-0003158** (or Book, Page) and Re-Recorded on **05/01/2009** as Instrument No. **20090501-0002684** (or Book, Page) for the reason of '**to correct the legal description**' of the Official Records of **Clark County, NV** describing land therein as more fully described on the above referenced Deed of Trust.

Said obligations including one Note for the sum of **\$1,155,000.00**.

Whereas, the present beneficiary under that certain Deed of trust herein above described, heretofore delivered to the Trustee thereunder written Declaration of Default and Demand for Sale; and Whereas, Notice was heretofore given of breach of obligations for which said Deed of Trust is security and of election to cause to be sold the property therein described; and Whereas, a Notice of Default was recorded on the day and in the book and page set forth below:

Notice of Default was recorded on **01/20/2009** in the office of the recorder of **Clark County, NV**, Instrument No. **20090120-0004962** Book , Page , of Official Records.

Page Two

Notice of Rescission of Notice of Default and Election to Sell Under Deed of Trust
NDSC File No.: 18-90207-BA-NV

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that present beneficiary, does hereby rescind, cancel, withdraw and revoke without prejudice the acceleration of the Note, or Deed of Trust, or both, as referenced in the Notice of Default and Election to Sell Under Deed of Trust listed above, as well as any prior or concurrent acceleration of the Note or Deed of Trust whether stated by Beneficiary, Trustee, or any prior Beneficiary or Trustee in correspondence or otherwise. This rescission shall not in any manner be construed as waiving or affecting any breach of default – past, present or future under said Deed of Trust, or as impairing any right or remedy thereunder, but is, and shall be deemed to be, only an election, without prejudice, not to cause a sale to be made pursuant to said Declaration and Notice, to withdraw and revoke without prejudice the acceleration of the Note, or Deed of Trust, or both, and shall no way jeopardize or impair any right, remedy or privilege secured to the Beneficiary and/or Trustee, under said Deed of Trust, nor modify nor alter in any respect any of the terms, covenants, conditions or obligations thereof, and said Deed of Trust and all obligations secured thereby are hereby reinstated and shall be and remain in force and effect the same as if said Declaration of Default and Notice of Breach had not been made and given. This rescission merely reinstates the obligations secured by the Deed of Trust as though no Notice of Default and Election to Sell Under Deed of Trust, or any prior or concurrent acceleration of the Note or Deed of Trust, whether stated by beneficiary, Trustee or any prior beneficiary or Trustee in correspondence or otherwise has previously been made, given or recorded.

National Default Servicing Corporation, an Arizona Corporation, as Agent for the
Beneficiary of Record

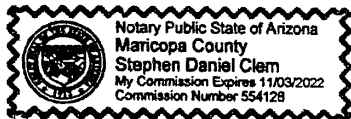
By: Angela Melton
Angela Melton, Authorized Signor

Dated: 12/11/18

State of: Arizona
County of: Maricopa

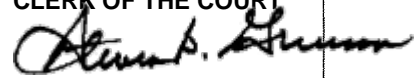
On DEC 11, 2018, before me, the undersigned, a Notary Public for said State, personally appeared Angela Melton personally known to me be (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by this persons signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal,



Signature Stephen Daniel Clem

TAB 6



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Facsimile: (702) 485-3301
Attorneys for SFR Investments Pool 1, LLC

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

SHAWN LAMPMAN, an individual; and
SALLY STORY, as TRUSTEE for the SPL
FAMILY TRUST, a Nevada Trust,

Case No. A-13-686522-C

Dept. No. XXXII

Plaintiffs,

vs.

**FINDINGS OF FACT AND CONCLUSIONS
OF LAW AND JUDGMENT**

RED ROCK COUNTRY CLUB
HOMEOWNERS ASSOCIATION, a Nevada
Non-Profit Organization; LJS&G, Ltd, d.b.a
LEACH, JOHNSON SONG & GRUCHOW, a
Nevada corporation and as AGENT OR
TRUSTEE FOR RED ROCK COUNTRY
CLUB HOMEOWNERS ASSOCIATION;
G.J.L., Incorporated, d.b.a. PRO FORMA
LIEN & FORECLOSURE, a collection
agency licensed in Clark County and a Nevada
corporation; SFR INVESTMENTS POOL 1,
LLC; DOES INDIVIDUALS I-X, inclusive;
and ROE CORPORATIONS XX-XXX,

Defendants.

SFR INVESTMENTS POOL 1, LLC, a
Nevada limited liability company,

Counter-Claimant,

vs.

SHAWN LAMPMAN, an individual; SPL
FAMILY TRUST, a Nevada Trust; DOES 1 10

51940023;1

<input type="checkbox"/> Voluntary Dismissal	<input checked="" type="checkbox"/> Summary Judgment
<input type="checkbox"/> Involuntary Dismissal	<input type="checkbox"/> Stipulated Judgment
<input type="checkbox"/> Stipulated Dismissal	<input type="checkbox"/> Default Judgment
<input type="checkbox"/> Motion to Dismiss by Deft(s)	<input type="checkbox"/> Judgment of Arbitration

ASA_044

KIM GILBERT EBRON
7625 DEAN MARTIN DRIVE, SUITE 110
LAS VEGAS, NEVADA 89139
(702) 485-3300 FAX (702) 485-3301

1 and ROE BUSINESS ENTITIES 1 through 10
2 inclusive,

3 Counter-Defendant/Cross-Defendants.

4 THE BANK OF NEW YORK MELLON fka
5 THE BANK OF NEW YORK, as successor
6 trustee to JPMORGAN CHASE BANK, N.A.,
7 as Trustee on behalf of Certificateholders of
8 the CWHEQ, Inc., CWHEQ Revolving Home
9 Equity Loan Trust, Series 2006-H,

10 Plaintiff-in-Intervention,

11 vs.

12 SFR INVESTMENTS POOL 1, LLC;
13 SHAWN LAMPMAN, an individual; and
14 SALLY STORY, as Trustee for the SPL
15 FAMILY TRUST, a Nevada Trust, DOES I
16 through X, inclusive, and ROE Business
17 Entities I through X, inclusive,

18 Defendants-in-Intervention,

19 SFR INVESTMENTS POOL 1, LLC, a
20 Nevada limited liability company,

21 Counter-Claimant,

22 vs.

23 THE BANK OF NEW YORK MELLON fka
24 THE BANK OF NEW YORK, as successor
25 trustee to JPMORGAN CHASE BANK, N.A.,
26 as Trustee on behalf of Certificateholders of
27 the CWHEQ, Inc., CWHEQ Revolving Home
28 Equity Loan Trust, Series 2006-H; LIBERTY
VILLAGE, LLC, a Delaware limited liability
company, DOES 1 through 10 and ROE
BUSINESS ENTITIES 1 through 10, inclusive,

Counter/Cross-Defendants.

26 This matter came before the Court for a jury trial on December 9, 2019 through December
27 20, 2019. Karen L. Hanks, Esq. and Diana S. Ebron, Esq. appeared on behalf of SFR Investments
28

1 Pool 1, LLC's ("SFR"). Ariel Stern, Esq. appeared on behalf of The Bank of New York Mellon
2 fka The Bank of New York as successor trustee to JPMorgan Chase Bank, N.A., as Trustee on
3 behalf of Certificateholders of the CWEQ, Inc., CWHEQ Revolving Home Equity Loan Trust,
4 Series 2006-H's ("BNY Mellon"). At the close of BNY Mellon's case in chief, SFR brought an
5 NRCP 50 motion. Having reviewed and considered the facts, testimony of witnesses, trial exhibits
6 and arguments of counsel, for the reasons stated on the record, and good cause appearing, the Court
7 makes the following Findings of Fact and Conclusions of Law:¹

8 **FINDINGS OF FACT**

9 1. On August 1, 2013, Red Rock Country Club Homeowners Association non-
10 judicially foreclosed on real property located at 2345 Calico Creek Court, Las Vegas, Nevada
11 89135, APN 164-02-423-004 (the "Property") pursuant to NRS Chapter 116. (Trial Ex. 18.)

12 2. Prior to the foreclosure, on March 17, 2006 a Deed of Trust was recorded as
13 Instrument No. 20060317-0003158 against the Property. (Trial Ex. 2.)

14 3. In July 2008, the borrower, Shawn Lampman, made his last payment toward the
15 Note which the Deed of Trust secured. (Trial Testimony of Jessica Woodbridge, December 16 and
16 17, 2019.)

17 4. As a result of this default, on October 6, 2008, Countrywide Home Loans, the then
18 servicer of the loan sent a letter titled, "Notice of Intent to Accelerate" to the borrower. (Trial Ex.
19 194.) The letter, in pertinent part, reads as follows: "To cure the default, on or before November
20 10, 2008, Countrywide must receive the amount of \$11,598.30 plus any additional regularly
21 monthly payment or payments, late charges, fees and charges, which become due on or before
22 November 10, 2008. If the default is not cured on or before November 10, 2008, the mortgage
23 payments **will be accelerated** with the full amount remaining accelerated and becoming due and
24 payable in full, and foreclosure proceedings will be initiated at that time." (*Id.* at 194-1.) (Emphasis
25 in original.)

26
27
28 ¹ Any findings of fact that are more appropriately conclusions of law shall be so deemed. Any conclusions
of law that are more appropriately findings of fact shall be so deemed.

1 5. The borrower did not cure the default by November 10, 2008, and in fact made no
2 payments whatsoever after July 2008. (Trial Testimony of Jessica Woodbridge, December 16 and
3 17, 2019.)

4 6. On January 20, 2009, a Notice of Default and Election to Sell Under Deed of Trust
5 was recorded against the Property. (Trial Ex. 6.) The Notice of Default identifies a default date of
6 August 20, 2008, and reads in pertinent part, "That by reason thereof, the present beneficiary under
7 such deed of trust has executed and delivered to RECONTRUST COMPANY, N.A. a written
8 Declaration of Default and Demand for sale, and has deposited with RECONTRUST COMPANY,
9 N.A. such deed of trust and all documents evidencing obligations secured thereby, and has declared
10 and does declare all sums secured thereby immediately due and payable and has elected and does
11 hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby." (*Id.*)

12 7. On February 4, 2009, a Notice of Rescission of Notice of Default was recorded
13 against the Property. (Trial Ex. 8.) The rescission, however, reads "this rescission shall not be
14 construed as waving, curing, extending to, or affecting any default, either past, present or future,
15 under such Deed of Trust, or as impairing any right or remedy thereunder, and it is and shall be
16 deemed to be, only an election without prejudice not to cause a sale to be made..." (*Id.*)

17 8. BNY Mellon's records contained multiple correspondence post-dating the
18 Rescission that all stated "Your loan is currently in default and has been accelerated." (Trial Ex.
19 218.)

20 9. At no time between November 10, 2008 (acceleration date) and November 11, 2018
21 did BNY Mellon execute the power of sale and foreclose on the deed of trust.

22 10. At no time between November 10, 2008 (acceleration date) and November 11, 2018
23 did the Bank record any document or send any document to the borrower indicating the loan was
24 decelerated.

25 11. On December 12, 2018, a Notice of Rescission of Notice of Default and Election
26 to Sell Under Deed of Trust was recorded against the Property. (Trial Ex. 283.) This Notice reads
27 in pertinent part, "present beneficiary, does hereby rescind, cancel, withdraw and revoke without
28 prejudice the acceleration of the Note, or Deed of Trust, or both as referenced in the Notice of

1 Default and Election to See Under Deed of Trust listed above, as well as any prior or concurrent
2 acceleration of the Note or Deed of Trust, whether stated by Beneficiary, Trustee, or any prior
3 Beneficiary or Trustee in correspondence or otherwise.” (*Id.* at 282-2.)

4 **CONCLUSIONS OF LAW**

5 12. At the conclusion of BNY Mellon’s case in chief, SFR brought a NRCP 50 motion²
6 wherein it argued, irrespective of the Association foreclosure sale, the deed of trust was
7 extinguished/terminated under NRS 106.240 by virtue of BNY Mellon accelerating the loan on
8 November 11, 2008, and the expiration of 10 years without BNY Mellon either decelerating the
9 loan or foreclosing on the deed of trust. The Court grants SFR’s motion.

10 13. The Court finds NRS 106.240 is a statute of repose, and the “conclusive
11 presumption contained in NRS 106.240 clearly and unambiguously applies, without limitation, to
12 all debt secured by deeds of trust on real property. *Pro-Max Corp. v. Feenstra*, 117 Nev. 90, 94,
13 16 P.3d 1074, 1076 (2001).

14 14. NRS 106.240 provides deeds of trust are conclusively presumed to have been
15 satisfied and the notes discharged at the expiration of ten years after the debt secured by the deed
16 of trust becomes wholly due, and the deed of trust is terminated and the lien discharged.

17 15. Based on the language of NRS 106.240 and the Nevada Supreme Court’s
18 interpretation of that language namely “deed of trust according to the terms thereof or any recorded
19 written extension thereof...” there are ways to create an acceleration, but it does not have to be by
20 way of recordation.

21 16. Here, Trial Exhibit 194, the Notice of Intent to Accelerate Letter, clearly states in
22 bold if the default is not cured on November 10, 2008, the mortgage payment will be accelerated
23 and the full amount due and payable. The Court finds full amount is tantamount to wholly due.

24
25
26
27 ² BNY Mellon also brought a counter-Rule 50 motion arguing SFR did not meet its burden in
28 proving NRS 106.240 terminated the deed of trust. For the same reasons the Court grants SFR’s
motion, it denies BNY Mellon’s counter-motion.

1 17. The Court further finds this contractual correspondence accelerated the loan on
2 November 10, 2008, based on Lampman's failure to cure the default on this date, and this is exactly
3 what the lender and Lampman agreed to in the contract.

4 18. The next question under NRS 106.240 is did the ten years run, and the Court finds
5 it did. It ran on November 11, 2018 without BNY Mellon ever having timely decelerated the loan
6 or foreclosing. Thus, under NRS 106.240, the Court finds the deed of trust terminated/expired on
7 November 11, 2018.

8 19. While BNY Mellon argues the Rescission recorded on December 12, 2018 (Trial
9 Ex. 283) decelerated the loan, this was too late, as the deed of trust already terminated on
10 November 11, 2018.

11 ///

ORDER

1
2 1. IT IS HEREBY ORDERED, ADJUDGED, AND DECREED the Deed of Trust
3 recorded against real property located at 2345 Calico Creek Court, Las Vegas, Nevada 89135,
4 APN 164-02-423-004 recorded in the Official Records of the Clark County Recorder as Instrument
5 No. 20060317-0003158, was terminated/extinguished on November 11, 2018 by operation of NRS
6 106.240.

7 2. IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that The Bank of
8 New York Mellon fka The Bank of New York as successor trustee to JPMorgan Chase Bank, N.A.,
9 as Trustee on behalf of Certificateholders of the CWEQ, Inc., CWHEQ Revolving Home Equity
10 Loan Trust, Series 2006-H their predecessors in interest and successors and assigns, have no
11 further right, title or interest in real property located at 2345 Calico Creek Court, Las Vegas,
12 Nevada 89135, APN 164-02-423-004, and are hereby permanently enjoined from taking any
13 further action to enforce the terminated/extinguished Deed of Trust, including but not limited to,
14 clouding title, initiating or continuing to initiate foreclosure proceedings, or taking any other
15 actions to sell or transfer the Property.


16 **IT IS SO ORDERED.**

17 DATED this 19 day of February, 2020.

18
19 
DISTRICT COURT JUDGE


20 Respectfully Submitted by:

21 **KIM GILBERT EBRON**

22 
23 KAREN L. HANKS, ESQ.
24 Nevada Bar No. 9578
25 7625 Dean Martin Drive, Suite 110
26 Las Vegas, Nevada 89139
27 Attorneys for SFR Investments Pool 1, LLC
28

Approved as to Form and Content:

21 **AKERMAN LLP**

22 
23 ARIEL E. STERN, ESQ.
24 Nevada Bar No. 8276
25 1635 Village Center Circle, Ste 200
26 Las Vegas, Nevada 89134
27 Attorneys for The Bank of New York Mellon
28 f/k/a the Bank of New York Mellon, as
successor trustee to JPMorgan Chase Bank,
N.A., as Trustee on behalf of
Certificateholders of the CWEQ, Inc.,
CWHEQ Revolving Home Equity Loan Trust,
Series 2006-H