

1 **THOMAS CORNWELL**
2 **2355 COLUMBIA WAY**
3 **CARSON CITY, NV. 89706**
4 tlcnv@yahoo.com
5 (775)461-0377
6 in proper person

7
8 THE FIRST JUDICIAL DISTRICT COURT STATE OF NEVADA
9
10 IN AND FOR CARSON CITY, NEVADA

11 NEIL SCHULTZ

12 Plaintiff,

13 vs.

14 THOMAS CORNWELL,

15 Defendant

Case No.: 18 RP 00018 1B

DEPT; II

NOTICE OF APPEAL AND STAY OF
ENTRY OF ORDER

16 COMES NOW, THOMAS CORNWELL DEFENDANT AND APPEALS TO
17 THE FIRST JUDICIAL DISTRICT COURT CARSON CITY, CARSON CITY COUNTY,
18 NEVADA FROM THE JUDGMENT/ORDER ENTERED ON
19 THE 5TH DAY OF NOVEMBER 2020 IN THE ABOVE ENTITLED COURT.

REC'D & FILED ✓

2020 NOV 16 PM 12:18

AUDREY ROWLAND
CLERK

Electronically Filed
By Nov 18 2020 04:12 p.m.

Elizabeth A. Brown
Clerk of Supreme Court

1
2 I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF
3 NEVADA THAT THE FOREGOING IS TRUE AND CORRECT.
4

5
6 X 
7

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10
11 **THOMAS CORNWELL**
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 16 day of Nov., 2020

I placed a true and correct copy of the foregoing notice of appeal in the United States Mail, with first-class postage prepaid, addressed to the following:

JOHN S. BARTLETT, ESQ.

NV BAR 143


775 N. ROOP ST. SUITE 108

(775)841-6444

johnsbartlett@att.com

DATED this 16 day of Nov., 2020

Pursuant to NRS 53.045, I declare under penalty of perjury that the foregoing is true and correct.


(signature)

THOMAS CORNWELL
2355 COLUMBIA WAY
CARSON CITY, NV. 89701
(775)461-0377
TLCNV@YAHOO.COM
IN PROPER PERSON

REC'D & FILED

2020 NOV 17 AM 9:52

AUDREY ROWLATT
CLERK

BY

**In The First Judicial District Court of the State of Nevada
In and for Carson City**

NEIL E. SCHULTZ, a Nevada resident, aka
The Neil E. Schultz Trust dated January 29,
2016,

Case No.: 18 RP 00018 1B

Dept. No.: II

Petitioner(s),

vs.

CASE APPEAL STATEMENT

THOMAS L. CORNWELL, a Nevada
resident,

Respondent(s).

1. Name of appellant filing this case appeal statement:
- THOMAS CORNWELL
2. Identify the judge issuing the decision, judgment, or order appealed from:
- HONORABLE JAMES E. WILSON, JR.
3. Identify each appellant and the name and address of counsel for each appellant:
- THOMAS CORNWELL (PROPER PERSON)
2355 COLUMBIA WAY
CARSON CITY, NV 89706
4. Identify each respondent and the name and address of appellate counsel, if known, for each respondent (if the name of a respondent's appellate counsel is unknown, indicate as much and provide the name and address of that respondent's trial counsel):
- NEIL E. SCHULTZ (RESPONDENT)
JOHN S. BARTLETT (COUNSEL)
755 N. ROOP STREET, SUITE 108
CARSON CITY, NV 89701

1 5. Indicate whether any attorney identified above in response to question 3 or 4 is not
2 licensed to practice law in Nevada and, if so, whether the district court granted that
3 attorney permission to appear under SCR 42 (attach a copy of any district court order
4 granting such permission):

5 - NOT APPLICABLE

6 6. Indicate whether appellant was represented by appointed or retained counsel in the
7 district court:

8 - APPELLANT IN PROPER PERSON IN DISTRICT COURT

9 7. Indicate whether appellant is represented by appointed or retained counsel on appeal:

10 - APPELLANT IN PROPER PERSON ON APPEAL

11 8. Indicate whether appellant was granted leave to proceed in forma pauperis, and the date
12 of entry of the district court order granting such leave:

13 - ORDER REGARDING WAIVER OF FEES AND COSTS (GRANTED)
14 FILED MARCH 1, 2019

15 9. Indicate the date the proceedings commenced in the district court (e.g., date complaint,
16 indictment, information, or petition was filed):

17 - COMPLAINT TO QUIET TITLE TO REAL PROPERTY FILED
18 NOVEMBER 5, 2018

19 10. Provide a brief description of the nature of the action and result in the district court,
20 including the type of judgment or order being appealed and the relief granted by the
21 district court:

22 - FINDINGS OF FACT, CONCLUSIONS OF LAW AND JUDGMENT FILED
23 NOVEMBER 5, 2020

24 11. Indicate whether the case has previously been the subject of an appeal to or original writ
25 proceeding in the Supreme Court and, if so, the caption and Supreme Court docket
26 number of the prior proceeding:

27 - PENDING APPEAL TO SUPREME COURT SENT ON NOVEMBER 12,
28 2020

1 12. Indicate whether this appeal involves child custody or visitation:


2 - NOT APPLICABLE

3 13. If this is a civil case, indicate whether this appeal involves the possibility of settlement:

4 - NOT APPLICABLE.

5 Dated this 17th day of November, 2020.

6 AUBREY ROWLATT, Carson City Clerk
7 885 E. Musser St., #3031
8 Carson City, NV 89701

9 By  Deputy

Judge: WILSON JR, JAMES E

Case No. 18 RP 00018 1B
Ticket No.
CTN:

SCHULTZ, NEIL E

By:

-vs-

CORNWELL, THOMAS LEHMAN DRSPND
2355 COLUMBIA
CARSON CITY, NV 89706
Dob: 05/07/1953 Sex: M
Lic: Sid:

By:

Plate#:

Make:

Year:

Accident:

Type:

Venue:

Location:

SCHULTZ, NEIL E

PLNTPET

Bond:

Set:

Type:

Posted:

Charges:

Ct.

Offense Dt:

Cvr:

Arrest Dt:

Comments:

Sentencing:

No.	Filed	Action	Operator	Fine/Cost	Due
1	11/17/20	CASE APPEAL STATEMENT	1BJHIGGINS	0.00	0.00
2	11/16/20	NOTICE OF APPEAL AND STAY OF ENTRY OF ORDER	1BSBARAJAS	0.00	0.00
3	11/12/20	CASE APPEAL STATEMENT	1BJULIEH	0.00	0.00
4	11/12/20	NOTICE OF DEFICIENCY IN NOTICE OF APPEAL	1BCCOOPER	0.00	0.00
5	11/10/20	NOTICE OF ENTRY OF FINDINGS OF FACT CONCLUSIONS OF LAW AND JUDGMENT	1BCCOOPER	0.00	0.00
6	11/10/20	NOTICE OF APPEAL AND STAY OF ENTRY OF ORDER	1BCCOOPER	0.00	0.00
7	11/05/20	FILE RETURNED AFTER SUBMISSION - ORDER ENTERED	1BJULIEH	0.00	0.00
8	11/05/20	FINDINGS OF FACT, CONCLUSIONS OF LAW AND JUDGMENT	1BJULIEH	0.00	0.00
9	10/20/20	ORDER FOR PROPOSED ORDERS	1BSBARAJAS	0.00	0.00
10	10/16/20	CLOSING ARGUMENT/PROPOSED ORDER FINAL	1BCCOOPER	0.00	0.00
11	10/02/20	PLAINTIFF'S BRIEF IN REPLY TO DEFENDANT'S CLOSING ARGUMENT	1BSBARAJAS	0.00	0.00
12	09/21/20	CLOSING STATEMENT	1BSBARAJAS	0.00	0.00
13	09/02/20	PLAINTIFFS CLOSING ARGUMENT	1BCCOOPER	0.00	0.00
14	08/06/20	ORDER FOR CLOSING ARGUMENTS AND PROPOSED ORDERS	1BJULIEH	0.00	0.00
15	08/05/20	EVENT RESCHEDULED The following event: BENCH TRIAL scheduled for 08/05/2020 at 9:00 am has been resulted as follows: Result: RESCHEDULED Judge: WILSON JR, JAMES E Location: DEPT II	1BCFRANZ	0.00	0.00
16	08/04/20	ORDER DENYING REQUEST FOR EX PARTE HEARING	1BCCOOPER	0.00	0.00
17	08/03/20	ORDER DENYING MOTION TO CONTINUE	1BCCOOPER	0.00	0.00

No.	Filed	Action	Operator	Fine/Cost	Due
18	08/03/20	REQUEST FOR EX PARTE HEARING	1BCCOOPER	0.00	0.00
19	07/31/20	OPPOSITION TO MOTION FOR TRIAL CONTINUANCE	1BCFRANZ	0.00	0.00
20	07/31/20	PLAINTIFF'S MOTION IN LIMINE	1BCFRANZ	0.00	0.00
21	07/31/20	PLAINTIFF'S TRIAL STATEMENT	1BCFRANZ	0.00	0.00
22	07/28/20	MOTION FOR CONTINUANCE	1BCCOOPER	0.00	0.00
23	02/13/20	HEARING ORDER	1BSBARAJAS	0.00	0.00
24	01/27/20	HEARING HELD: The following event: PRETRIAL CONFERENCE scheduled for 01/27/2020 at 10:00 am has been resulted as follows: Result: HEARING HELD Judge: WILSON JR, JAMES E Location: DEPT II	1BCFRANZ	0.00	0.00
25	01/27/20	TRIAL DATE MEMO	1BCFRANZ	0.00	0.00
26	01/24/20	AMENDED ORDER TO SET PRETRIAL CONFERENCE (CHANGE IN HEARING DATE)	1BCCOOPER	0.00	0.00
27	12/18/19	ORDER TO SET PRETRIAL CONFERENCE	DATA2	0.00	0.00
28	09/30/19	FILE RETURNED AFTER SUBMISSION - ORDER ENTERED	1BJHIGGINS	0.00	0.00
29	09/30/19	ORDER DENYING MOTION FOR LEAVE TO PROCEED IN FORMA PAUPERIS	1BJHIGGINS	0.00	0.00
30	09/25/19	APPLICATION TO PROCEED IN FORMA PAUPERIS (NEIL SCHULTZ)	1BCCOOPER	0.00	0.00
31	09/11/19	SUMMARY JUDGMENT	1BJHIGGINS	0.00	0.00
32	09/11/19	FILE RETURNED AFTER SUBMISSION - ORDER ENTERED	1BJULIEH	0.00	0.00
33	09/11/19	ORDER DENYING MOTION FOR SUMMARY JUDGMENT	1BJULIEH	0.00	0.00
34	08/28/19	ORDER FOR PROPOSED ORDER	1BVANESSA	0.00	0.00
35	08/27/19	REQUEST FOR SUBMISSION	DATA2	0.00	0.00
36	08/26/19	RESPONSE TO DEFENDANTS MOTION FOR SUMMARY JUDGMENT	1BCCOOPER	0.00	0.00
37	08/13/19	ORDER DENYING REQUEST TO SUBMIT	1BCTORRES	0.00	0.00
38	08/08/19	REQUEST FOR SUBMISSION	1BCCOOPER	0.00	0.00
39	08/08/19	MOTION FOR SUMMARY JUDGMENT WITH DECLARATORY RELIEF	1BCCOOPER	0.00	0.00
40	07/03/19	EARLY CASE CONFERENCE REPORT	1BCCOOPER	0.00	0.00
41	05/10/19	NOTICE TO SET	1BCCOOPER	0.00	0.00
42	05/02/19	ORDER	1BCTORRES	0.00	0.00
43	04/25/19	REQUEST FOR SUBMISSION	1BJULIEH	0.00	0.00

No.	Filed	Action	Operator	Fine/Cost	Due
44	03/22/19	REPLY TO COUNTERCLAIM	1BVANESSA	0.00	0.00
45	03/05/19	DEFAULT	1BCCOOPER	0.00	0.00
46	03/05/19	APPLICATION FOR ENTRY OF DEFAULT	1BCCOOPER	0.00	0.00
47	03/04/19	ANSWER TO COMPLAINT AND COUNTERCLAIM WITH REQUEST FOR RELIEF	1BCCOOPER	0.00	0.00
48	03/01/19	NOTICE OF INTENT TO TAKE DEFAULT	1BCCOOPER	0.00	0.00
49	03/01/19	FILE RETURNED AFTER SUBMISSION - ORDER ENTERED	1BCCOOPER	0.00	0.00
50	03/01/19	ORDER REGARDING WAIVER OF FEES AND COSTS - GRANTED (THOMAS CORNWELL)	1BCCOOPER	0.00	0.00
51	02/28/19	APPLICATION TO WAIVE FILING FEES/SERVICE ONLY	1BCCOOPER	0.00	0.00
52	02/26/19	FILE RETURNED AFTER SUBMISSION - ORDER ENTERED	1BCCOOPER	0.00	0.00
53	02/26/19	ORDER	1BCCOOPER	0.00	0.00
54	02/25/19	APPLICATION FOR ENTR OF DEFAULT	1BCCOOPER	0.00	0.00
55	02/25/19	PROOF OF SERVICE OF SUMMONS AND COMPLAINT	1BCCOOPER	0.00	0.00
56	02/25/19	MOTION TO REQUEST A RECONSIDERATION OF WAIVER OF FEES	1BVANESSA	0.00	0.00
57	02/20/19	FILE RETURNED AFTER SUBMISSION - ORDER ENTERED	1BCCOOPER	0.00	0.00
58	02/20/19	ORDER REGARDING WAIVER OF FEES AND COSTS - DENIED (THOMAS CORNWELL)	1BCCOOPER	0.00	0.00
59	02/19/19	APPLICATION TO WAIVE FILING FEES/SERVICE ONLY	1BJULIEH	0.00	0.00
60	11/05/18	PLAINTIFF'S/PETITIONER'S INITIAL APPEARANCE AFFIRMATION PURSUANT TO NRS 239.030	1BCTORRES	0.00	0.00
61	11/05/18	ISSUING SUMMONS	1BCTORRES	0.00	0.00
62	11/05/18	COMPLAINT TO QUIET TITLE TO REAL PROPERTY Receipt: 57592 Date: 11/05/2018	1BCTORRES	265.00	0.00
Total:				265.00	0.00
Totals By: COST				265.00	0.00
INFORMATION				0.00	0.00
*** End of Report ***					

REC'D & FILED

2020 NOV -5 AM 10:47

COURT REPORTER
BY: [Signature]
DEPUTY

IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR CARSON CITY

NEIL E. SCHULTZ, a Nevada resident, aka
The Neil E. Schultz Trust dated January 29,
2016,

Plaintiff,

vs.

THOMAS L. CORNWELL, a Nevada
resident, DOES 1 through 5, inclusive.,

Defendant.

Case No.: 18 RP 00018 1B

Dept. 2

FINDINGS OF FACT, CONCLUSIONS OF
LAW AND JUDGMENT

In this action plaintiff Neil Schultz is seeking a judgment quieting title to a parcel of land located at 2355 Columbia Way, Carson City, Nevada (herein referred to as the Columbia Way parcel). Mr. Schultz obtained record title to Columbia Way parcel as the successful bidder at a foreclosure sale held on August 23, 2018. Defendant Thomas L. Cornwell, who previously held title to this parcel pursuant to a quitclaim deed, challenged the validity of the foreclosure sale. The trial of this matter was held on August 5, 2020, at which time testimony and documents were submitted into the record. The Court ordered the parties to file written closing arguments, the last of which was filed on October 20, 2020. The Court having reviewed the evidence in the record and the arguments of the parties makes the following findings of fact and conclusions of law.

FINDINGS OF FACT

Mr. Schultz became the record title holder of the Columbia Way parcel by virtue of a Trustee's Deed recorded in the Carson City Recorder's Office on September 26, 2018 after Mr.

1 Schultz foreclosed on a deed of trust securing a promissory note he had previously purchased.
2 The Trustee's Deed was admitted into evidence as Exhibit 21A.

3 Mr. Schultz directed Automatic Funds Transfer Services, dba Allied Trustee Services, the
4 company that conducted the foreclosure sale, to convey title to the Columbia Way parcel to the
5 Neil E. Schultz Trust dated January 29, 2016. This trust is Mr. Schultz's revocable inter vivos
6 trust, so Mr. Schultz is the real party in interest.

7 The recitals in the Trustee's Deed accurately describe the transactions that took place
8 from the date Karen Lynn Clarke, the person who executed the promissory note purchased by
9 Mr. Schultz, purchased the Columbia Way parcel until the date the foreclosure sale took place.
10 To summarize, on or about May 2, 2003, Karen Lynn Clarke executed a promissory note in the
11 principal sum of \$32,000.00 in favor of George Soetje. This note was admitted into evidence as
12 Exhibit 4. Under the terms of this note, the loan was scheduled to be paid in monthly
13 installments of \$306.82 for five years, although the payments were set based on a 17 year
14 amortization. This note was secured by a deed of trust executed by Ms. Clarke and recorded on
15 May 8, 2003. The deed of trust was admitted into evidence as Exhibit 5. The promissory note
16 was modified by Ms. Clarke and Mr. Soetje on a couple of subsequent occasions, as described in
17 the Trustee's Deed. These written modifications were admitted into evidence as Exhibits 7 and
18 8. Mr. Cornwell admitted these facts in his Counterclaim and in his testimony at trial.

19 In May 2010 there was a final modification of the promissory note. The terms of this
20 modification and an amortization table of payments was admitted into evidence as Exhibit 10.
21 At the time of this modification, the principal balance due was \$37,651.45, and monthly
22 payments were set at \$410.00 for 175 months. Mr. Cornwell admitted his familiarity with
23 Exhibit 10 and of this final modification at trial.

24 As per the recitals in the Trustee's Deed, and in testimony at trial, Mr. Schultz asserted
25 that on or about June 5, 2010 Ms. Clarke defaulted on the promissory note. While Mr. Cornwell
26 refused to admit the payments on the note were in default, his only evidence that payments were
27 made after June 5, 2010 is a written list of purported payments he attached to his Counterclaim.
28 During discovery Mr. Cornwell was asked to produce proof of any of these purported payments,

1 which he failed to do. Mr. Cornwell did not provide any evidence of these purported payments
2 at trial either. In the absence of such proof the Court finds the promissory note, as modified in
3 May 2010, was in default when Ms. Clarke failed to make her June 5, 2010 payment, and no
4 additional payments were made on the promissory note.

5 Ms. Clarke conveyed title to the Columbia Way parcel to Mr. Cornwell by Quitclaim
6 Deed dated February 9, 2017. This deed was entered into evidence as Exhibit 11.

7 Under the express terms of the deed of trust executed by Ms. Clarke:

8 IN THE EVENT THE HEREIN DESCRIBED PROPERTY, OR ANY PORTION
9 THEREOF, OR ANY INTEREST THEREIN, IS SOLD, AGREED TO BE SOLD,
10 CONVEYED OR ALIENATED, BY THE TRUSTOR, OR BY THE OPERATION OF
11 LAW OR OTHERWISE, ALL OBLIGATIONS SECURED BY THIS INSTRUMENT,
12 IRRESPECTIVE OF THE MATURITY DATES EXPRESSED THEREIN, AT THE
13 OPTION OF THE HOLDER THEREOF AND WITHOUT DEMAND OR NOTICE
14 SHALL IMMEDIATELY BECOME DUE AND PAYABLE.

15 The same language appears in the promissory note.

16 On or about March 26, 2018 Mr. Soetje sold his beneficial interest in the Clarke
17 promissory note to plaintiff Neil Schultz. This sale is evidenced by Exhibits 26 and 27, admitted
18 into evidence, as well as the testimony of Mr. Schultz. On March 30, 2018 the beneficial interest
19 of Mr. Soetje in Ms. Clarke's promissory note and deed of trust was assigned to Mr. Schultz.
20 Exhibit 21A. Mr. Schultz testified that Mr. Soetje made him aware of the fact that the
21 promissory note executed by Ms. Clarke had been in default since June 2010.

22 After plaintiff Schultz obtained the assignment of the Clarke note and deed of trust from
23 Mr. Soetje, he retained Automatic Funds Transfer Services, dba Allied Trustee Services to
24 commence foreclosure proceedings against the Columbia Way parcel under the deed of trust.
25 Defendant Cornwell was duly served with the Notice of Default and Election to Sell, and later
26 with the Notice of Sale. These documents are in evidence as Exhibits 15 and 20A.

27 At the foreclosure sale on August 23, 2018, Mr. Schultz made the highest bid for the
28 property, and so received the Trustee's Deed to the property. Exhibit 21A.

1 Mr. Cornwell resides in a mobile home on the Columbia Way parcel. According to the
2 Manufactured Housing Division of the Department of Business and Industry, title to the mobile
3 home remains in the name of Clarence Childers. Exhibit 19.

4 LEGAL ANALYSIS

5 Defendant Thomas Cornwell challenged the validity of the foreclosure process and sale
6 on two grounds. First, in his Counterclaim he alleged that payments were made on the
7 promissory note after it was modified in May 2010, between May 4, 2011 and May 17, 2016
8 were never credited to the principal balance due on the note. As a result Cornwell alleged, the
9 amount due on the promissory note quoted to him by Allied Foreclosure Services during the
10 foreclosure process was overstated.

11 Mr. Cornwell's claim that payments made on the promissory note had not been credited
12 to the principal balance due as of the date the foreclosure commenced fails because he did not
13 provide proof of these payments either in response to plaintiff's discovery requests to produce
14 such proof, or at trial, despite ample time to produce this proof. Absent any evidence that the
15 amount of the principal balance set forth in Exhibit 10 should have been reduced through
16 payments made after May 2010, Mr. Cornwell was provided an accurate accounting of the
17 amount owed when he inquired during the foreclosure sale process.

18 In addition, by the express terms of the promissory note and the deed of trust executed by
19 Ms. Clarke, a sale or transfer of title to the Columbia Way parcel caused the entire balance owed
20 on the note to become due and payable. Mr. Cornwell's challenge to the foreclosure sale on the
21 ground that he was not provided with an accurate statement of the amount owed is without merit.

22 Mr. Cornwell's second ground for challenging the foreclosure sale is his claim that at the
23 time the Notice of Default and Election to Sell was served and recorded at the commencement of
24 the foreclosure process, he was not provided with the legally required notices and information
25 required to be given to homeowners whose property is being foreclosed, as set forth in NRS
26 107.0805, NRS 107.086 and NRS 107.0865. Mr. Cornwell's argument rests on the fact that he
27 resides in the mobile home situated on the Columbia Way parcel and that it was converted to real
28 property.

1 Mr. Cornwell is of the opinion that the mobile home was converted to real property by
2 virtue of an Affidavit of Conversion of Manufactured Home/Mobile Home to Real Property
3 executed by Clarence Childers, a former owner of the land at 2355 Columbia Way on October 4,
4 2001 and recorded on October 24, 2001. See Exhibit 2A. As it happens, however, the execution
5 and recording of this Affidavit was but the first step in the process of converting a mobile home
6 from personal property to a permanent fixture of the real property on which it sits.

7 NRS 361.244 describes the process by which a mobile home may be converted to real
8 property. First, NRS 361.244(1) states that a mobile home is eligible to become real property if
9 it becomes permanently affixed to the land which is owned by the owner of the mobile home.
10 As noted in the record, Mr. Childers owned the mobile home and the land on which it was
11 situated on October 4, 2001, the date he executed the Affidavit. However, he sold the property
12 to MaryLynn Cavender on or about October 22, 2001 as evidenced by the Grant, Bargain and
13 Sale deed of that date, recorded on October 23, 2001. See Exhibit 1. The Affidavit was then
14 recorded by Mr. Childers on October 24, 2001, the day after he transferred title to the real
15 property out of his name. Accordingly, Mr. Childers no longer owned the land before the
16 process for conversion described in NRS 361.244(2) began.

17 The remaining steps outlined in NRS 361.244(2) to complete the conversion were never
18 completed. This includes sending the recorded Affidavit and all other documents relating to the
19 mobile home in its former condition as personal property to the Manufactured Housing Division
20 of the Department of Business and Industry, with a check, and thereafter a written verification
21 from the Division sent to the county assessor that the mobile home has been converted to real
22 property. NRS 361.244(1)(4). Accordingly, the mobile home has remained on the tax rolls of
23 Carson City as personal property, and in the records of the Manufactured Housing division of the
24 Dept of Business and Industry, since 2001 to date. Title to the mobile home has never been
25 transferred out of Mr. Childers' name. See Exhibit 19.

26 The legal effect of the mobile home remaining personal property and the title remaining
27 in the name of Clarence James Childers or Rose Joanne Childers, trustees of the Childers Family
28 Trust dated 1/24/1997, is that the deed of trust securing the promissory note executed by Karen

1 Lynn Clarke is not a deed of trust or trust agreement “which concerns owner-occupied housing.”
2 The deed of trust executed by Karen Lynn Clarke does not list the mobile home as collateral for
3 the loan Ms. Clarke obtained from George Soetje. The deed of trust only served as a lien on the
4 parcel of land described in the deed of trust, not the mobile home.

5 Furthermore, Karen Lynn Clarke never held record title to the mobile home that sits on
6 the land. The mobile home is not described on any of the deeds to the parcel of land located at
7 2355 Columbia Way, Carson City, Nevada. As Ms. Clarke simply executed a quitclaim deed to
8 defendant Thomas Cornwell, he took whatever rights she had in the land subject to the deed of
9 trust in favor of Mr. Soetje. There is no evidence of any written contract or agreement by which
10 the mobile home owned by the Childers Family Trust was conveyed to anyone, which is why the
11 Manufactured Housing Division shows record title of the mobile home still resides with the
12 trustees of the Childers Family Trust.

13 As the promissory note and deed of trust executed by Ms. Clarke only pertains to the
14 parcel of land at 2355 Columbia Way, Carson City, this fact affects the type of notice Mr.
15 Cornwell was entitled to receive during the foreclosure process. It is true that Mr. Cornwell was
16 not provided with information pertaining to the right to seek a loan modification as described in
17 NRS 107.086 and NRS 107.0865, nor was he provided with the information listed in NRS
18 107.0805(3) pertaining to the precise amount in default, the principal amount of the obligation,
19 the amount of accrued interest and late charges, or a good faith estimate of the fees imposed in
20 connection with the power of sale. The reason Mr. Cornwell was not provided with this
21 information is because he was not legally entitled to that information.

22 The provisions of NRS 107.0805 by its terms only apply in the case of a residential
23 foreclosure. See NRS 107.0805(1). The foreclosure in this case was not a residential
24 foreclosure, it was a foreclosure of a parcel of land only. This is reflected in the Declaration of
25 Value recorded at the same time as the Trustee’s Deed. Exhibit 21A. The mobile home on the
26 property was not part of the foreclosure proceeding. Furthermore, NRS 107.0805(3) states that
27 the specific information on the amount in default, the principal amount of the obligation, etc.,
28 need only be sent to the obligor or borrower of the obligation or debt secured by the deed of trust

1 being foreclosed. Mr. Cornwell was not an obligor of the promissory note executed by Ms.
2 Clarke, nor the borrower of the existing obligation.

3 The fact that the foreclosure at issue was only of the land, not the mobile home, also
4 made the provisions of NRS 107.086 and NRS 107.0865 inapplicable to Mr. Cornwell. The
5 deed of trust does not pertain to "owner occupied housing" even though Mr. Cornwell was living
6 in the mobile home on the property. Allied Foreclosure Services informed Mr. Cornwell that he
7 was not entitled to the additional notices set forth in NRS 107.086 and NRS 107.0865 because he
8 was not eligible for loan mediation when the mobile home he resided in was not part of the real
9 property being foreclosed. See Exhibit 18. Clearly, an additional reason why these provisions
10 are inapplicable to Mr. Cornwell is, again, he is neither the obligor under the promissory note
11 secured by the deed of trust, nor the borrower of the funds represented by the promissory note.
12 Mr. Cornwell has not basis in law to demand Mr. Soetje or Mr. Schultz to modify a loan he is
13 not the obligor of.

14 An examination of the Notice of Default and Election to Sell served on Mr. Cornwell
15 shows it meets the requirements of NRS 107.080. Compare Exhibit 15 with the language in
16 NRS 107.080(3). The Notice of Default describes the deficiency in performance or payment,
17 and contains a notice of intent to declare the entire unpaid balance due as required by NRS
18 107.080(3). In addition, Allied Foreclosure Services, the trustee of the deed of trust hired to
19 handle the foreclosure sale, sent Mr. Cornwell a letter with the Notice of Default, introduced into
20 evidence as Exhibit 14, explaining that the entire principal balance was due, together with any
21 fees, late charges and advances, and provided him with a telephone number to call to get the
22 specific amount due. Mr. Cornwell was also served with a written Affidavit of Authority to
23 Exercise the Power of Sale, which was recorded, and which contained the information required
24 by NRS 107.0805(1)(b), even though this was not technically required by NRS 107.080. This
25 document was admitted into evidence as part of Exhibit 14.

26 The documentation in the record shows Mr. Cornwell received the type of notice he was
27 entitled to receive under the provisions of NRS 107.080. Consequently, the foreclosure sale was
28 lawful and binding on Mr. Cornwell.

CONCLUSIONS OF LAW

1. The promissory note dated May 2, 2003 executed by Karen Lynn Clarke payable to George Soetje was secured by a deed of trust on a parcel of land located at 2355 Columbia Way, Carson City, Nevada.

2. A mobile home was located on the parcel of land at the time the land was conveyed to Ms. Clarke that had not been legally converted to real property.

3. As the mobile home had not been legally converted to real property, it remained personal property. The mobile home was not included as collateral securing the promissory note.

4. Title to the mobile home was never formally conveyed to Ms. Clarke or her successor in interest, defendant Thomas Cornwell.

5. The loan made by George Soetje to Karen Lynn Clarke was not a loan that concerned owner occupied housing as that term is used in NRS 107.085, NRS 107.086 or NRS 107.0865 because the mobile home had not been converted to real property at the time the loan was made, and was not collateral securing payment of the loan.

6. As the loan made by George Soetje to Karen Lynn Clarke was not a loan that concerned owner occupied housing, defendant Cornwell was not entitled to the additional notices and remedies available to homeowners set forth in NRS 107.085, NRS 107.086 or NRS 107.0865.

7. The Notice of Default and Election to Sell and Notice of Sale served on defendant Cornwell met the notice requirements of NRS 107.080. The foreclosure process and foreclosure sale conducted by Allied Foreclosure Services was appropriate and met the requirements of the law.

8. Plaintiff Neil E. Schultz was the successful bidder at the foreclosure sale and was entitled to receive the Trustee's Deed to the Columbia Way parcel.

JUDGMENT

Based on the foregoing Findings of Fact and Conclusions of Law, the Court hereby enters judgment in favor of plaintiff Neil E. Schultz and declares that he is the lawful owner of

1 the land located at 2355 Columbia Way, Carson City, Nevada, and is entitled to full possession
2 and enjoyment of the premises to the exclusion of all others. The Court does not make a
3 determination as to who is the owner of the mobile home currently situated on the land, but title
4 is not merged with the title of the land at this time.

5 Plaintiff shall file and serve a Notice of Entry of Judgment on the Defendant within 7
6 days from the date this judgment is entered.

7
8 DATED: November⁵, 2020

9 James E. Wilson, Jr.
10 JAMES E. WILSON, JR.
11 DISTRICT COURT JUDGE

12 Submitted by:

13 /s/ John S. Bartlett
14 John S. Bartlett, Esq.
15 SBN 143
16 755 N. Roop St.
17 Suite 108
18 Carson City, NV 89701
19 (775) 841-6444
20 johnsbartlett@att.net

21 Attorney for Plaintiff Neil E. Schultz
22
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6 (775) 841-6444
7 johnsbartlett@att.net

8 Attorney for Neil E. Schultz, Plaintiff

REC'D & FILED

2020 NOV 10 PM 2:56

AUDREY ROWLAND

BY

DEPUTY

9 IN THE FIRST JUDICIAL DISTRICT COURT FOR THE STATE OF NEVADA
10 IN AND FOR CARSON CITY, NEVADA

11 NEIL E. SCHULTZ, a Nevada resident, aka
12 The Neil E. Schultz Trust dated January 29,
13 2016,

14 Plaintiff,

15 vs.

16 THOMAS L. CORNWELL, a Nevada
17 resident, DOES 1 through 5, inclusive.,

18 Defendant.

Case No.: 18 RP 00018 1B

Dept. 2

19 NOTICE OF ENTRY OF FINDINGS OF FACT, CONCLUSIONS OF LAW AND
20 JUDGMENT

21 To defendant Thomas L. Cornwell: PLEASE TAKE NOTICE that on November 5, 2020
22 the District Court entered its Findings of Fact, Conclusions of Law and Judgment in the above
23 entitled case. A true and correct copy of the Findings of Fact, Conclusions of Law and Judgment
24 is attached as Exhibit 1.

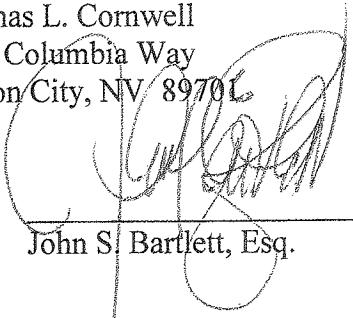
25 Dated this 6th day of November, 2020

26 John S. Bartlett, Esq.
27 Attorney for Neil E. Schultz,
28 plaintiff

CERTIFICATE OF SERVICE

The undersigned, counsel of record for plaintiff Neil E. Schultz, hereby certifies pursuant to NRCP 5(b) that on November 6, 2020 he caused the foregoing Notice of Entry of Findings of Fact, Conclusions of Law and Judgment to be served on Thomas L. Cornwell, the defendant (who is not represented by counsel), by depositing a true and correct copy in the United States Mail, postage prepaid, and addressed as follows:

Thomas L. Cornwell
2355 Columbia Way
Carson City, NV 89701



John S. Bartlett, Esq.

EXHIBIT 1

REC'D & FILED

2020 NOV -5 AM 10:47

BY

CLERK

IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR CARSON CITY

NEIL E. SCHULTZ, a Nevada resident, aka
The Neil E. Schultz Trust dated January 29,
2016,

Plaintiff,

vs.

THOMAS L. CORNWELL, a Nevada
resident, DOES 1 through 5, inclusive.,
Defendant.

Case No.: 18 RP 00018 1B

Dept. 2

FINDINGS OF FACT, CONCLUSIONS OF
LAW AND JUDGMENT

In this action plaintiff Neil Schultz is seeking a judgment quieting title to a parcel of land located at 2355 Columbia Way, Carson City, Nevada (herein referred to as the Columbia Way parcel). Mr. Schultz obtained record title to Columbia Way parcel as the successful bidder at a foreclosure sale held on August 23, 2018. Defendant Thomas L. Cornwell, who previously held title to this parcel pursuant to a quitclaim deed, challenged the validity of the foreclosure sale. The trial of this matter was held on August 5, 2020, at which time testimony and documents were submitted into the record. The Court ordered the parties to file written closing arguments, the last of which was filed on October 20, 2020. The Court having reviewed the evidence in the record and the arguments of the parties makes the following findings of fact and conclusions of law.

FINDINGS OF FACT

Mr. Schultz became the record title holder of the Columbia Way parcel by virtue of a Trustee's Deed recorded in the Carson City Recorder's Office on September 26, 2018 after Mr.

1 Schultz foreclosed on a deed of trust securing a promissory note he had previously purchased.

2 The Trustee's Deed was admitted into evidence as Exhibit 21A.

3 Mr. Schultz directed Automatic Funds Transfer Services, dba Allied Trustee Services, the
4 company that conducted the foreclosure sale, to convey title to the Columbia Way parcel to the
5 Neil E. Schultz Trust dated January 29, 2016. This trust is Mr. Schultz's revocable inter vivos
6 trust, so Mr. Schultz is the real party in interest.

7 The recitals in the Trustee's Deed accurately describe the transactions that took place
8 from the date Karen Lynn Clarke, the person who executed the promissory note purchased by
9 Mr. Schultz, purchased the Columbia Way parcel until the date the foreclosure sale took place.
10 To summarize, on or about May 2, 2003, Karen Lynn Clarke executed a promissory note in the
11 principal sum of \$32,000.00 in favor of George Soetje. This note was admitted into evidence as
12 Exhibit 4. Under the terms of this note, the loan was scheduled to be paid in monthly
13 installments of \$306.82 for five years, although the payments were set based on a 17 year
14 amortization. This note was secured by a deed of trust executed by Ms. Clarke and recorded on
15 May 8, 2003. The deed of trust was admitted into evidence as Exhibit 5. The promissory note
16 was modified by Ms. Clarke and Mr. Soetje on a couple of subsequent occasions, as described in
17 the Trustee's Deed. These written modifications were admitted into evidence as Exhibits 7 and
18 8. Mr. Cornwell admitted these facts in his Counterclaim and in his testimony at trial.

19 In May 2010 there was a final modification of the promissory note. The terms of this
20 modification and an amortization table of payments was admitted into evidence as Exhibit 10.
21 At the time of this modification, the principal balance due was \$37,651.45, and monthly
22 payments were set at \$410.00 for 175 months. Mr. Cornwell admitted his familiarity with
23 Exhibit 10 and of this final modification at trial.

24 As per the recitals in the Trustee's Deed, and in testimony at trial, Mr. Schultz asserted
25 that on or about June 5, 2010 Ms. Clarke defaulted on the promissory note. While Mr. Cornwell
26 refused to admit the payments on the note were in default, his only evidence that payments were
27 made after June 5, 2010 is a written list of purported payments he attached to his Counterclaim.
28 During discovery Mr. Cornwell was asked to produce proof of any of these purported payments,

1 which he failed to do. Mr. Cornwell did not provide any evidence of these purported payments
2 at trial either. In the absence of such proof the Court finds the promissory note, as modified in
3 May 2010, was in default when Ms. Clarke failed to make her June 5, 2010 payment, and no
4 additional payments were made on the promissory note.

5 Ms. Clarke conveyed title to the Columbia Way parcel to Mr. Cornwell by Quitclaim
6 Deed dated February 9, 2017. This deed was entered into evidence as Exhibit 11.

7 Under the express terms of the deed of trust executed by Ms. Clarke:

8 IN THE EVENT THE HEREIN DESCRIBED PROPERTY, OR ANY PORTION
9 THEREOF, OR ANY INTEREST THEREIN, IS SOLD, AGREED TO BE SOLD,
10 CONVEYED OR ALIENATED, BY THE TRUSTOR, OR BY THE OPERATION OF
11 LAW OR OTHERWISE, ALL OBLIGATIONS SECURED BY THIS INSTRUMENT,
12 IRRESPECTIVE OF THE MATURITY DATES EXPRESSED THEREIN, AT THE
13 OPTION OF THE HOLDER THEREOF AND WITHOUT DEMAND OR NOTICE
14 SHALL IMMEDIATELY BECOME DUE AND PAYABLE.

15 The same language appears in the promissory note.

16 On or about March 26, 2018 Mr. Soetje sold his beneficial interest in the Clarke
17 promissory note to plaintiff Neil Schultz. This sale is evidenced by Exhibits 26 and 27, admitted
18 into evidence, as well as the testimony of Mr. Schultz. On March 30, 2018 the beneficial interest
19 of Mr. Soetje in Ms. Clarke's promissory note and deed of trust was assigned to Mr. Schultz.
20 Exhibit 21A. Mr. Schultz testified that Mr. Soetje made him aware of the fact that the
21 promissory note executed by Ms. Clarke had been in default since June 2010.

22 After plaintiff Schultz obtained the assignment of the Clarke note and deed of trust from
23 Mr. Soetje, he retained Automatic Funds Transfer Services, dba Allied Trustee Services to
24 commence foreclosure proceedings against the Columbia Way parcel under the deed of trust.
25 Defendant Cornwell was duly served with the Notice of Default and Election to Sell, and later
26 with the Notice of Sale. These documents are in evidence as Exhibits 15 and 20A.

27 At the foreclosure sale on August 23, 2018, Mr. Schultz made the highest bid for the
28 property, and so received the Trustee's Deed to the property. Exhibit 21A.

1 Mr. Cornwell resides in a mobile home on the Columbia Way parcel. According to the
2 Manufactured Housing Division of the Department of Business and Industry, title to the mobile
3 home remains in the name of Clarence Childers. Exhibit 19.

4 LEGAL ANALYSIS

5 Defendant Thomas Cornwell challenged the validity of the foreclosure process and sale
6 on two grounds. First, in his Counterclaim he alleged that payments were made on the
7 promissory note after it was modified in May 2010, between May 4, 2011 and May 17, 2016
8 were never credited to the principal balance due on the note. As a result Cornwell alleged, the
9 amount due on the promissory note quoted to him by Allied Foreclosure Services during the
10 foreclosure process was overstated.

11 Mr. Cornwell's claim that payments made on the promissory note had not been credited
12 to the principal balance due as of the date the foreclosure commenced fails because he did not
13 provide proof of these payments either in response to plaintiff's discovery requests to produce
14 such proof, or at trial, despite ample time to produce this proof. Absent any evidence that the
15 amount of the principal balance set forth in Exhibit 10 should have been reduced through
16 payments made after May 2010, Mr. Cornwell was provided an accurate accounting of the
17 amount owed when he inquired during the foreclosure sale process.

18 In addition, by the express terms of the promissory note and the deed of trust executed by
19 Ms. Clarke, a sale or transfer of title to the Columbia Way parcel caused the entire balance owed
20 on the note to become due and payable. Mr. Cornwell's challenge to the foreclosure sale on the
21 ground that he was not provided with an accurate statement of the amount owed is without merit.

22 Mr. Cornwell's second ground for challenging the foreclosure sale is his claim that at the
23 time the Notice of Default and Election to Sell was served and recorded at the commencement of
24 the foreclosure process, he was not provided with the legally required notices and information
25 required to be given to homeowners whose property is being foreclosed, as set forth in NRS
26 107.0805, NRS 107.086 and NRS 107.0865. Mr. Cornwell's argument rests on the fact that he
27 resides in the mobile home situated on the Columbia Way parcel and that it was converted to real
28 property.

1 Mr. Cornwell is of the opinion that the mobile home was converted to real property by
2 virtue of an Affidavit of Conversion of Manufactured Home/Mobile Home to Real Property
3 executed by Clarence Childers, a former owner of the land at 2355 Columbia Way on October 4,
4 2001 and recorded on October 24, 2001. See Exhibit 2A. As it happens, however, the execution
5 and recording of this Affidavit was but the first step in the process of converting a mobile home
6 from personal property to a permanent fixture of the real property on which it sits.

7 NRS 361.244 describes the process by which a mobile home may be converted to real
8 property. First, NRS 361.244(1) states that a mobile home is eligible to become real property if
9 it becomes permanently affixed to the land which is owned by the owner of the mobile home.
10 As noted in the record, Mr. Childers owned the mobile home and the land on which it was
11 situated on October 4, 2001, the date he executed the Affidavit. However, he sold the property
12 to MaryLynn Cavender on or about October 22, 2001 as evidenced by the Grant, Bargain and
13 Sale deed of that date, recorded on October 23, 2001. See Exhibit 1. The Affidavit was then
14 recorded by Mr. Childers on October 24, 2001, the day after he transferred title to the real
15 property out of his name. Accordingly, Mr. Childers no longer owned the land before the
16 process for conversion described in NRS 361.244(2) began.

17 The remaining steps outlined in NRS 361.244(2) to complete the conversion were never
18 completed. This includes sending the recorded Affidavit and all other documents relating to the
19 mobile home in its former condition as personal property to the Manufactured Housing Division
20 of the Department of Business and Industry, with a check, and thereafter a written verification
21 from the Division sent to the county assessor that the mobile home has been converted to real
22 property. NRS 361.244(1)(4). Accordingly, the mobile home has remained on the tax rolls of
23 Carson City as personal property, and in the records of the Manufactured Housing division of the
24 Dept of Business and Industry, since 2001 to date. Title to the mobile home has never been
25 transferred out of Mr. Childers' name. See Exhibit 19.

26 The legal effect of the mobile home remaining personal property and the title remaining
27 in the name of Clarence James Childers or Rose Joanne Childers, trustees of the Childers Family
28 Trust dated 1/24/1997, is that the deed of trust securing the promissory note executed by Karen

1 Lynn Clarke is not a deed of trust or trust agreement "which concerns owner-occupied housing."
2 The deed of trust executed by Karen Lynn Clarke does not list the mobile home as collateral for
3 the loan Ms. Clarke obtained from George Soetje. The deed of trust only served as a lien on the
4 parcel of land described in the deed of trust, not the mobile home.

5 Furthermore, Karen Lynn Clarke never held record title to the mobile home that sits on
6 the land. The mobile home is not described on any of the deeds to the parcel of land located at
7 2355 Columbia Way, Carson City, Nevada. As Ms. Clarke simply executed a quitclaim deed to
8 defendant Thomas Cornwell, he took whatever rights she had in the land subject to the deed of
9 trust in favor of Mr. Soetje. There is no evidence of any written contract or agreement by which
10 the mobile home owned by the Childers Family Trust was conveyed to anyone, which is why the
11 Manufactured Housing Division shows record title of the mobile home still resides with the
12 trustees of the Childers Family Trust.

13 As the promissory note and deed of trust executed by Ms. Clarke only pertains to the
14 parcel of land at 2355 Columbia Way, Carson City, this fact affects the type of notice Mr.
15 Cornwell was entitled to receive during the foreclosure process. It is true that Mr. Cornwell was
16 not provided with information pertaining to the right to seek a loan modification as described in
17 NRS 107.086 and NRS 107.0865, nor was he provided with the information listed in NRS
18 107.0805(3) pertaining to the precise amount in default, the principal amount of the obligation,
19 the amount of accrued interest and late charges, or a good faith estimate of the fees imposed in
20 connection with the power of sale. The reason Mr. Cornwell was not provided with this
21 information is because he was not legally entitled to that information.

22 The provisions of NRS 107.0805 by its terms only apply in the case of a residential
23 foreclosure. See NRS 107.0805(1). The foreclosure in this case was not a residential
24 foreclosure, it was a foreclosure of a parcel of land only. This is reflected in the Declaration of
25 Value recorded at the same time as the Trustee's Deed. Exhibit 21A. The mobile home on the
26 property was not part of the foreclosure proceeding. Furthermore, NRS 107.0805(3) states that
27 the specific information on the amount in default, the principal amount of the obligation, etc.,
28 need only be sent to the obligor or borrower of the obligation or debt secured by the deed of trust

1 being foreclosed. Mr. Cornwell was not an obligor of the promissory note executed by Ms.
2 Clarke, nor the borrower of the existing obligation.

3 The fact that the foreclosure at issue was only of the land, not the mobile home, also
4 made the provisions of NRS 107.086 and NRS 107.0865 inapplicable to Mr. Cornwell. The
5 deed of trust does not pertain to "owner occupied housing" even though Mr. Cornwell was living
6 in the mobile home on the property. Allied Foreclosure Services informed Mr. Cornwell that he
7 was not entitled to the additional notices set forth in NRS 107.086 and NRS 107.0865 because he
8 was not eligible for loan mediation when the mobile home he resided in was not part of the real
9 property being foreclosed. See Exhibit 18. Clearly, an additional reason why these provisions
10 are inapplicable to Mr. Cornwell is, again, he is neither the obligor under the promissory note
11 secured by the deed of trust, nor the borrower of the funds represented by the promissory note.
12 Mr. Cornwell has not basis in law to demand Mr. Soetje or Mr. Schultz to modify a loan he is
13 not the obligor of.

14 An examination of the Notice of Default and Election to Sell served on Mr. Cornwell
15 shows it meets the requirements of NRS 107.080. Compare Exhibit 15 with the language in
16 NRS 107.080(3). The Notice of Default describes the deficiency in performance or payment,
17 and contains a notice of intent to declare the entire unpaid balance due as required by NRS
18 107.080(3). In addition, Allied Foreclosure Services, the trustee of the deed of trust hired to
19 handle the foreclosure sale, sent Mr. Cornwell a letter with the Notice of Default, introduced into
20 evidence as Exhibit 14, explaining that the entire principal balance was due, together with any
21 fees, late charges and advances, and provided him with a telephone number to call to get the
22 specific amount due. Mr. Cornwell was also served with a written Affidavit of Authority to
23 Exercise the Power of Sale, which was recorded, and which contained the information required
24 by NRS 107.0805(1)(b), even though this was not technically required by NRS 107.080. This
25 document was admitted into evidence as part of Exhibit 14.

26 The documentation in the record shows Mr. Cornwell received the type of notice he was
27 entitled to receive under the provisions of NRS 107.080. Consequently, the foreclosure sale was
28 lawful and binding on Mr. Cornwell.

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CONCLUSIONS OF LAW

1. The promissory note dated May 2, 2003 executed by Karen Lynn Clarke payable to George Soetje was secured by a deed of trust on a parcel of land located at 2355 Columbia Way, Carson City, Nevada.

2. A mobile home was located on the parcel of land at the time the land was conveyed to Ms. Clarke that had not been legally converted to real property.

3. As the mobile home had not been legally converted to real property, it remained personal property. The mobile home was not included as collateral securing the promissory note.

4. Title to the mobile home was never formally conveyed to Ms. Clarke or her successor in interest, defendant Thomas Cornwell.

5. The loan made by George Soetje to Karen Lynn Clarke was not a loan that concerned owner occupied housing as that term is used in NRS 107.085, NRS 107.086 or NRS 107.0865 because the mobile home had not been converted to real property at the time the loan was made, and was not collateral securing payment of the loan.

6. As the loan made by George Soetje to Karen Lynn Clarke was not a loan that concerned owner occupied housing, defendant Cornwell was not entitled to the additional notices and remedies available to homeowners set forth in NRS 107.085, NRS 107.086 or NRS 107.0865.

7. The Notice of Default and Election to Sell and Notice of Sale served on defendant Cornwell met the notice requirements of NRS 107.080. The foreclosure process and foreclosure sale conducted by Allied Foreclosure Services was appropriate and met the requirements of the law.

8. Plaintiff Neil E. Schultz was the successful bidder at the foreclosure sale and was entitled to receive the Trustee's Deed to the Columbia Way parcel.

JUDGMENT

Based on the foregoing Findings of Fact and Conclusions of Law, the Court hereby enters judgment in favor of plaintiff Neil E. Schultz and declares that he is the lawful owner of

1 the land located at 2355 Columbia Way, Carson City, Nevada, and is entitled to full possession
2 and enjoyment of the premises to the exclusion of all others. The Court does not make a
3 determination as to who is the owner of the mobile home currently situated on the land, but title
4 is not merged with the title of the land at this time.

5 Plaintiff shall file and serve a Notice of Entry of Judgment on the Defendant within 7
6 days from the date this judgment is entered.

7
8 DATED: November⁵, 2020

9 James E. Wilson, Jr.
10 JAMES E. WILSON, JR.
11 DISTRICT COURT JUDGE

12 Submitted by:

13 /s/ John S. Bartlett
14 John S. Bartlett, Esq.
15 SBN 143
16 755 N. Roop St.
17 Suite 108
18 Carson City, NV 89701
19 (775) 841-6444
20 johnsbartlett@att.net

21 Attorney for Plaintiff Neil E. Schultz
22
23
24
25
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28

FIRST JUDICIAL DISTRICT COURT MINUTES

CASE NO. 18 RP 00018 1B

TITLE: NEIL E. SCHULTZ VS THOMAS
LEHMAN CORNWELL

08/06/20 – DEPT. II – HONORABLE JAMES E. WILSON, JR.
C. Franz, Clerk – Not Reported

BENCH TRIAL

Present: Plaintiff with counsel, John Bartlett; Defendant in his proper person.

Evidence was marked and admitted in accordance with Exhibit Sheet.

Statements were made by Court, Counsel and Deft.

Counsel and Deft. made statements as to the motion in limine.

The following witnesses were sworn and testified:

1. Neil Schultz
2. Thomas Cornwell

Pltf. rests.

Statements were made by Court, counsel and Deft.

COURT ORDERED: Counsel and Deft. are submit a written closing arguments along with findings of fact and proposed order . Bartlett to file closing arguments by September 4, 2020.

Cornwell to file closing arguments by September 21, 2020. Bartlett's final closing arguments by October 2, 2020. Corwell to file final closing arguments by October 16, 2020.

Further statements were made by Court, counsel and Deft.

Counsel and Deft. to provide any law and equitable law in accordance with order to be filed herein.

The Court minutes as stated above are a summary of the proceeding and are not a verbatim record. The hearing held on the above date was recorded on the Court's recording system.

FIRST JUDICIAL DISTRICT COURT MINUTES

CASE NO. 18 RP 00018 1B

TITLE: NEIL E. SCHULTZ VS THOMAS
LEHMAN CORNWELL

01/27/20 – DEPT. II – HONORABLE JAMES E. WILSON, JR.
C. Franz, Clerk – Not Reported

PRETRIAL CONFERENCE

Present: John Bartlett, counsel for Plaintiff; Defendant in his proper person.

Statements were made by Court, counsel and Deft.

COURT ORDERED: It sets a bench trial for August 5, 2020 at 9:00 A.M.

The Court minutes as stated above are a summary of the proceeding and are not a verbatim record. The hearing held on the above date was recorded on the Court's recording system.

LIST OF EXHIBITS

CASE NAME: NEIL E. SCHULTZ, ET AL VS THOMAS LEHMAN CORNWELL
CASE NO.: 18 RP 00018 1B

DATE: 8/6/2020 HEARING: BENCH TRIAL

[illegible]

DISTRICT COURT CIVIL COVER SHEET

Carson City County, Nevada

Case No. 18RP0001516
(Assigned by Clerk's Office)

Det. J. REC'D & FILED

I. Party Information (provide both home and mailing addresses if different)

Plaintiff(s) (name/address/phone):

Neil E. Schultz
P.O. Box 994
Zephyr Cove, NV 89448

Attorney (name/address/phone):

John S. Bartlett, Esq.
755 N. Roop St., Ste. 108
Carson City, NV 89701 (775) 841-6444

Defendant(s) (name/address/phone):

Thomas L. Cornwell
2355 Columbia Way
Carson City, NV 89706

Attorney (name/address/phone):

II. Nature of Controversy (please select the one most applicable filing type below)

Civil Case Filing Types

<p>Real Property</p> <p>Landlord/Tenant</p> <p><input type="checkbox"/> Unlawful Detainer</p> <p><input type="checkbox"/> Other Landlord/Tenant</p> <p>Title to Property</p> <p><input type="checkbox"/> Judicial Foreclosure</p> <p><input type="checkbox"/> Foreclosure Mediation Assistance</p> <p><input checked="" type="checkbox"/> Other Title to Property</p> <p>Other Real Property</p> <p><input type="checkbox"/> Condemnation/Eminent Domain</p> <p><input type="checkbox"/> Other Real Property</p>	<p>Negligence</p> <p><input type="checkbox"/> Auto</p> <p><input type="checkbox"/> Premises Liability</p> <p><input type="checkbox"/> Other Negligence</p> <p>Malpractice</p> <p><input type="checkbox"/> Medical/Dental</p> <p><input type="checkbox"/> Legal</p> <p><input type="checkbox"/> Accounting</p> <p><input type="checkbox"/> Other Malpractice</p>	<p>Torts</p> <p>Other Torts</p> <p><input type="checkbox"/> Product Liability</p> <p><input type="checkbox"/> Intentional Misconduct</p> <p><input type="checkbox"/> Employment Tort</p> <p><input type="checkbox"/> Insurance Tort</p> <p><input type="checkbox"/> Other Tort</p>
<p>Probate</p> <p>Probate (select case type and estate value)</p> <p><input type="checkbox"/> Summary Administration</p> <p><input type="checkbox"/> General Administration</p> <p><input type="checkbox"/> Special Administration</p> <p><input type="checkbox"/> Set Aside <input type="checkbox"/> Surviving Spouse</p> <p><input type="checkbox"/> Trust/Conservatorship</p> <p><input type="checkbox"/> Other Probate</p> <p>Estate Value</p> <p><input type="checkbox"/> Greater than \$300,000</p> <p><input type="checkbox"/> \$200,000-\$300,000</p> <p><input type="checkbox"/> \$100,001-\$199,999</p> <p><input type="checkbox"/> \$25,001-\$100,000</p> <p><input type="checkbox"/> \$20,001-\$25,000</p> <p><input type="checkbox"/> \$2,501-20,000</p> <p><input type="checkbox"/> \$2,500 or less</p>	<p>Construction Defect & Contract</p> <p>Construction Defect</p> <p><input type="checkbox"/> Chapter 40</p> <p><input type="checkbox"/> Other Construction Defect</p> <p>Contract Case</p> <p><input type="checkbox"/> Uniform Commercial Code</p> <p><input type="checkbox"/> Building and Construction</p> <p><input type="checkbox"/> Insurance Carrier</p> <p><input type="checkbox"/> Commercial Instrument</p> <p><input type="checkbox"/> Collection of Accounts</p> <p><input type="checkbox"/> Employment Contract</p> <p><input type="checkbox"/> Other Contract</p>	<p>Judicial Review/Appeal</p> <p>Judicial Review</p> <p><input type="checkbox"/> Petition to Seal Records</p> <p><input type="checkbox"/> Mental Competency</p> <p>Nevada State Agency Appeal</p> <p><input type="checkbox"/> Department of Motor Vehicle</p> <p><input type="checkbox"/> Worker's Compensation</p> <p><input type="checkbox"/> Other Nevada State Agency</p> <p>Appeal Other</p> <p><input type="checkbox"/> Appeal from Lower Court</p> <p><input type="checkbox"/> Other Judicial Review/Appeal</p>
<p>Civil Writ</p> <p>Civil Writ</p> <p><input type="checkbox"/> Writ of Habeas Corpus</p> <p><input type="checkbox"/> Writ of Mandamus</p> <p><input type="checkbox"/> Writ of Quo Warrant</p> <p><input type="checkbox"/> Writ of Prohibition</p> <p><input type="checkbox"/> Other Civil Writ</p>		<p>Other Civil Filing</p> <p>Other Civil Filing</p> <p><input type="checkbox"/> Compromise of Minor's Claim</p> <p><input type="checkbox"/> Foreign Judgment</p> <p><input type="checkbox"/> Other Civil Matters</p>

Business Court filings should be filed using the Business Court civil coversheet.

11/5/18

Date

Signature of initiating party or representative

See other side for family-related case filings.