

IN THE SUPREME COURT OF THE STATE OF NEVADA

Electronically Filed  
Dec 28 2020 01:19 p.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

THOMAS L. CONRWELL, A NEVADA  
RESIDENT,

Appellant,

No.82106

vs.

NEIL E. SCHULTZ, A NEVADA  
RESIDENT. A/K/A THE NEIL E.  
SCHULTZ TRUST DATED JANUARY  
29, 2016

Respondent.

\_\_\_\_\_ /

RECORD ON APPEAL

THOMAS CORNWELL  
2355 COLUMBIA WAY  
CARSON CITY, NV 89706

APPELLANT IN PROPER PERSON

JOHN S. BARTLETT  
755 N. ROOP STREET STE 108  
CARSON CITY NV 89701

ATTORNEYS FOR RESPONDENT



**THE SUPREME COURT OF THE STATE OF NEVADA**

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Carson City, NV 89701  
(775) 841-6444  
johnsbartlett@att.net

Attorneys for Plaintiff

REC'D & FILED

2018 NOV -5 PM 2:48

SUSAN MERRIWETHER  
CLERK

BY CTH DEPUTY

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

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,

Defendants.

) Case No.

) Dept. No.

COMPLAINT TO QUIET TITLE TO REAL PROPERTY

Plaintiff Neil E. Schultz, by and through his attorney John S. Bartlett, as and for  
complaint against defendant Thomas L. Cornwell, alleges as follows:

1. Plaintiff Neil E. Schultz (herein, Schultz) is a resident of the State of Nevada.
2. Defendant Thomas L. Cornwell (herein, Cornwell) is a resident of the State of Nevada who is currently occupying a mobile home located at 2355 Columbia Way, Carson City, Nevada, 89706.
3. Does 1 through 5 are individuals or entities who may claim a right to title or possession to the property located at 2355 Columbia Way, Carson City, Nevada, but whose identities are currently unknown to the plaintiff. The plaintiff will amend this Complaint once the identities of these individuals or entities, if any, become known.
4. Plaintiff Schultz is currently the owner of the real property located at 2355 Columbia Way, Carson City, Nevada (hereinafter referred to as "the property"). Schultz became the owner of the property by virtue of a Trustee's Deed recorded in the Carson City Recorder's Office on

1 September 26, 2018 after Schultz foreclosed a deed of trust he held secured by the property. A  
2 true and correct copy of the Trustee's Deed is attached hereto as Exhibit 1. Plaintiff Schultz  
3 directed Automatic Funds Transfer Services, dba Allied Trustee Services, to convey title to the  
4 property to the Neil E. Schultz Trust dated January 29, 2016, which is a revocable inter vivos  
5 trust. Plaintiff Schultz is the real party in interest.

6 5. The recitals in the Trustee's Deed accurately describe the transactions that took place  
7 leading to the foreclosure and recording of the Trustee's Deed. To summarize, on or about May  
8 2, 2003, one Karen Lynn Clarke executed a promissory note in the principal sum of \$32,000.00  
9 in favor of George Soetje. This note was secured by a deed of trust executed by Ms. Clarke and  
10 recorded on May 8, 2003. This note was modified by Ms. Clarke and Mr. Soetje on a couple of  
11 subsequent occasions, as described in the Trustee's Deed.

12 6. On January 29, 2016, Mr. Soetje assigned the beneficial interest in the Clarke's note  
13 and deed of trust to plaintiff Schultz. The assignment of the deed of trust was recorded on March  
14 30, 2018.

15 7. On February 9, 2017, Ms. Clarke executed a Quitclaim Deed in favor of defendant  
16 Thomas L. Cornwell whereby she deeded the property to him. This deed was recorded on  
17 February 14, 2017. See Exhibit 2, attached.

18 8. On June 5, 2010 Ms. Clarke defaulted on the promissory note. After plaintiff Schultz  
19 obtained the assignment of the Clarke note and deed of trust from Mr. Soetje, he commenced  
20 foreclosure proceedings against the property under the deed of trust. Defendant Cornwell was  
21 duly served with the Notice of Default and Election to Sell, and later with the Notice of Sale.

22 9. At the foreclosure sale on August 23, 2018, plaintiff Schultz made the highest bid for  
23 the property, and so received the Trustee's Deed to the property. Plaintiff Schultz is entitled to a  
24 judicial declaration that he is the owner of and holds valid legal title to the property

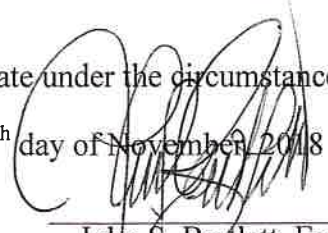
25 10. After the foreclosure sale plaintiff Schultz made demand on defendant Cornwell and  
26 other occupants of the property to vacate the premises. Defendant Cornwell has thus far refused  
27 to vacate the premises on the ground that he holds title to the property. As defendant Cornwell  
28 does not have a landlord tenant relationship with plaintiff Schultz or any of his predecessors in

1 interest, this action has become necessary to quiet title to the property in plaintiff Schultz and to  
2 order defendant Cornwell to vacate the property. As plaintiff Schultz holds title to the property  
3 and is entitled to recover possession of the property, plaintiff Schultz is entitled to a writ of  
4 restitution requiring defendant Cornwell to vacate and turn over possession of the property to  
5 plaintiff Schultz.

6 Wherefore, plaintiff Neil E. Schultz respectfully requests that judgment be entered in his  
7 favor as follows:

- 8 1. For a judicial declaration that plaintiff Neil E. Schultz properly obtained title to the  
9 real property located at 2355 Columbia Way, Carson City, Nevada 89706 through his  
10 foreclosure of a deed of trust recorded against the property securing a promissory  
11 note executed by Karen Lynn Clarke;
- 12 2. For a judicial declaration that defendant Thomas L. Cornwell obtained title to the  
13 property by Quitclaim Deed executed by Karen Lynn Clarke, which was subject to  
14 the deed of trust executed by Karen Lynn Clarke, and this his title and right to  
15 possession was extinguished by the foreclosure sale;
- 16 3. For a writ of restitution ordering defendant Thomas L. Cornwell to immediately  
17 vacate and turn over possession of the property to plaintiff Schultz;
- 18 4. For costs of suit; and
- 19 5. For such other relief as this Court deems appropriate under the circumstances.

20 Dated this 5<sup>th</sup> day of November 2018

21   
22 John S. Bartlett, Esq.  
23 NV Bar 143  
24 775 N. Roop St., Ste. 108  
25 Carson City, NV 89701  
26 (775) 841-6444  
27 Attorney for plaintiff Neil E.  
28 Schultz

# EXHIBIT 1

A. P. No. 008-252-25  
Foreclosure No. 17935

R.P.T.T. \$304.20

When recorded mail to:

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

Mail tax statements to:

*Same as above*

RECORDED AT THE REQUEST OF  
FIRST CENTENNIAL - RENO (MAIN)  
09/26/2018 12:29PM  
FILE NO. 488839  
SUSAN MERRIWETHER  
CARSON CITY RECORDER  
FEE \$35.00 DEP SY

**AFFIRMATION PURSUANT TO  
NRS 111.312(1)(2) AND 239B.030(4)**

Pursuant to NRS 239B.030, the undersigned, hereby affirm(s) that the below document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons.

TRUSTEE'S DEED

THIS INDENTURE, made and entered into on August 23, 2018, by and between AUTOMATIC FUNDS TRANSFER SERVICES, dba ALLIED TRUSTEE SERVICES, as Trustee, party of the first part, and NEIL E. SCHULTZ and OLIVIA S. WEISE, as Trustees of THE NEIL E. SCHULTZ TRUST dated January 29, 2016, parties of the second part, whose address is: P.O. Box 994, Zephyr Cove, NV 89448, and 7617 Devonshire Lane, Reno, NV 89511.

W I T N E S S E T H :

WHEREAS, KAREN LYNN CLARKE executed a Promissory Note in the principal sum of \$32,000.00, and bearing interest, and as security for the payment of said Promissory Note said KAREN LYNN CLARKE, as Trustor, executed a certain Deed of Trust TO FIRST CENTENNIAL TRUST DEED SERVICES, INC., a Nevada corporation, Trustee for GEORGE SOETJE, Beneficiary, which Deed of Trust was dated May 2, 2003, and was recorded May 8, 2003, as Document No. 297678, Official Records, Carson City, Nevada; and

WHEREAS, the obligation evidenced by the above described Promissory Note was amended and modified by that certain Note Modification dated June 13, 2006; and

WHEREAS, the obligation evidenced by the above described Promissory Note was further amended and modified by that certain Note Modification dated December 22, 2009; and

WHEREAS, the beneficial interest of GEORGE SOETJE in said Promissory Note and the Deed of Trust secured thereby was assigned to NEIL E. SCHULTZ and OLIVIA S. WEISE, as Trustees of THE NEIL E. SCHULTZ TRUST dated January 29, 2016, as evidenced by that certain Assignment of Deed of Trust, recorded March 30, 2018, Document No. 483939, Official Records, Carson City, Nevada;

WHEREAS, AUTOMATIC FUNDS TRANSFER SERVICES, INC., a Washington corporation, dba ALLIED TRUSTEE SERVICES, was substituted as Trustee under said Deed of Trust in the place and stead of FIRST CENTENNIAL TRUST DEED SERVICES, INC., a Nevada corporation, by document recorded April 23, 2018, as Document No. 484548, Official Records, Carson City, Nevada; and

WHEREAS, a breach of the obligation for which such transfer in trust as security was made occurred in that default was made in the failure to pay the installment of principal and interest due on June 5, 2010, and in the failure to pay each payment of principal and interest that thereafter became due, and in the failure to pay the real property taxes for the fiscal year 2017-2018 which became a lien upon the trust premises; and

WHEREAS, NEIL E. SCHULTZ and OLIVIA S. WEISE, as Trustees of THE NEIL E. SCHULTZ TRUST dated January 29, 2016, executed and acknowledged a Notice of Default and Election To Sell the property described in said Deed of Trust to satisfy said indebtedness, and said Notice of Default and Election To Sell was recorded April 23, 2018, as Document No. 484549, Official Records, Carson City, Nevada; and

WHEREAS, on April 23, 2018, a copy of said Notice of Default and Election To Sell was mailed by certified mail to the then owner of the property hereinafter described and to all other parties entitled by law to such notice; and



WHEREAS, by direction of NEIL E. SCHULTZ and OLIVIA S. WEISE, as Trustees of THE NEIL E. SCHULTZ TRUST dated January 29, 2016, the said AUTOMATIC FUNDS TRANSFER SERVICES, dba ALLIED TRUSTEE SERVICES, Trustee, gave due and legal notice in each and every manner required by said Deed of Trust and provided by law that it would on the 23rd day of August, 2018, at the hour of 2:00 o'clock P.M., sell at the front entrance to the Carson City Courthouse, located at 885 E. Musser Street, in Carson City, Nevada, at public auction to the highest cash bidder in lawful money of the United States of America, the realty described in said Deed of Trust to satisfy the indebtedness due under said Deed of Trust and the Promissory Note secured by it; that said Notice of Sale was recorded on August 1, 2018, as Document No. 487265, Official Records, Carson City, Nevada; that said Notice of Sale was published in the Nevada Appeal in its issues dated August 1, 2018, August 8, 2018 and August 15, 2018, and said Notice of Sale was posted in a public place, in Carson City, Nevada, namely, at the Carson City Courthouse, on August 2, 2018; and

WHEREAS, on August 1, 2018 a copy of said Notice of Sale was mailed by certified mail to the then owner of the property hereinafter described and to all other parties entitled by law to such notice; and

WHEREAS, at the time and place so set for said sale said parties of the second part did bid the sum of SEVENTY-SEVEN THOUSAND SIX HUNDRED FOURTY-TWO AND 53/100 DOLLARS (\$77,642.53) for said property, and said sum was the highest and best bid therefor;

NOW, THEREFORE, for and in consideration of the said sum of \$77,642.53, the said party of the first part, as Trustee, under and by virtue of the authority vested in it by said Deed of Trust, does hereby grant, bargain, sell and convey, without warranty, unto the parties of the second part, and to their successors and assigns, all that certain real property situate in the County of Washoe, State of Nevada, that is described as follows:

Lot 25, in Block F, of EAGLE VALLEY MOBILE HOME ESTATES UNIT NO. 4, according to the map thereof, filed in the office of the County Recorder of Carson City, Nevada, on October 11, 1967, in Book 2 of Maps, Page 310, as File No. 28210.

EXCEPTING THEREFROM any mobile home or manufactured housing unit and appurtenances, if any, located on said land.

-3-



TOGETHER WITH the improvements thereon, and all and singular the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD the said premises, together with the appurtenances, unto the said parties of the second part, and to their successors and assigns forever.

IN WITNESS WHEREOF, the party of the first part has caused this conveyance to be executed the day and year first above written.

AUTOMATIC FUNDS TRANSFER  
SERVICES, dba ALLIED TRUSTEE  
SERVICES

By:

Geneva Martinus  
GENEVA MARTINKUS

Its:

Manager

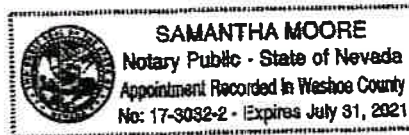
STATE OF NEVADA )

) SS.

COUNTY OF WASHOE )

This instrument was acknowledged before me on September 18, 2018, by Geneva Martinus as Manager of/for AUTOMATIC FUNDS TRANSFER SERVICES, a Washington corporation, dba ALLIED TRUSTEE SERVICES.

[Signature]  
Notary Public



# EXHIBIT 2

PREPARED BY:  
Karen Lynn Clarke  
2355 Columbia Way  
Carson City, NV 89706

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:  
Thomas Lehman Cornwell  
2355 Columbia Way  
Carson City, NV 89706

MAIL TAX STATEMENTS TO:  
Thomas Lehman Cornwell  
2355 Columbia Way  
Carson City, NV 89706

APN 8-252-25

RECEIVED AT  
REQUEST OF

T. L. Cornwell

2017 FEB 14 AM 11:25

FILE NO. 472414

SUSAN HERRIWETHER  
CARSON CITY RECORDER

FEES \$10.00 DEP A

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

## QUITCLAIM DEED

### KNOW ALL MEN BY THESE PRESENTS THAT:

THIS QUITCLAIM DEED, made and entered into on the 9<sup>th</sup> day of February, 2017, between Karen Lynn Clarke, a single person, whose address is 2355 Columbia Way, Carson City, Nevada 89706 ("Grantor"), and Thomas Lehman Cornwell, a single person, whose address is 2355 Columbia Way, Carson City, Nevada 89706 ("Grantee").

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby Remises, Releases, AND FOREVER Quitclaims to Grantee, the property located in County, Carson City Nevada, described as:

Lot 25, in Block F, of EAGLE VALLEY MOBILE HOME ESTATES UNIT NO. 4, according to the Official Map thereof filed in the office of the Recorder of Carson City, Nevada, on October 11, 1967, in Book 2 of Maps, Page 310, as File No. 28210.

Method of obtaining description: Amicable decision between two parties no longer a team

Being the same property conveyed in the County Register's General Warranty Deed, Book 2, Page 310.

SUBJECT TO all, if any, valid easements, rights of way, covenants, conditions, reservations and restrictions of record.

Grantor grants all of the Grantor's rights, title and interest in and to all of the above described property and premises to the Grantee, and to the Grantee's heirs and assigns forever in fee simple, so that neither Grantor nor Grantor's heirs legal representatives or assigns shall have,

472414

claim, or demand any right or title to the property, premises, or appurtenances, or any part thereof.

Tax/Parcel ID Number: APN 08-252-25

IN WITNESS WHEREOF the Grantor has executed this deed on the 9<sup>th</sup> day of February, 2017.

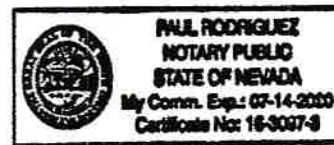
Date

Karen Lynn Clarke  
Karen Lynn Clarke, Grantor

State of Nevada  
County of Carsen City

This instrument was acknowledged before me on the 9<sup>th</sup> day of February, 2017 by Karen Lynn Clarke.

Paul Rodriguez  
Notary Public Signature  
Personal Banker  
Title or Rank



IN WITNESS WHEREOF the Grantee has executed this deed on the 9<sup>th</sup> day of February, 2017.

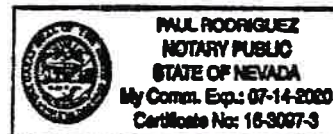
Date

Thomas Lehman Cornwell  
Thomas Lehman Cornwell, Grantee

State of Nevada  
County of Carsen City

This instrument was acknowledged before me on the 9<sup>th</sup> day of February, 2017 by Thomas Lehman Cornwell.

Paul Rodriguez  
Notary Public Signature  
Personal Banker  
Title or Rank



472414

REC'D & FILED

2018 NOV -5 PM 2:54

BY CTDLOS DEPUTY

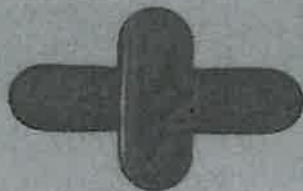
John S. Bartlett, Esq.  
755 N. Roop St., Ste. 108  
Carson City, NV 89701  
(775) 841-6444  
Attorney for Neil E. Schultz



CONFIDENTIAL

Application to Waive Filing Fees/  
Service Only

Filed: 2/19/19



Your name:  
Mailing Address:  
City, State, Zip:  
Telephone:  
In Proper Person

Thomas Cornwell  
2355 Columbia Way  
Carson City NV 89706  
775 461-0377

REC'D & FILED

2019 FEB 20 PM 1:35

AUBREY ROHLATT  
CLERK

BY  DEPUTY

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

Neil Schultz

Plaintiff,

vs.

Thomas Cornwell

Defendant.

Case No. 18 RP 000181B

Dept. No. II

**ORDER REGARDING WAIVER OF FEES AND COSTS**

**(Filing Fees/Service Only)**

Upon consideration of Thomas Cornwell's Application to  
(Your Name)

Waive Filing Fees/Service Only and it appearing that there is not sufficient income, property or resources with which to maintain the action, and good cause appearing therefore:

☐ IT IS HEREBY ORDERED that Thomas Cornwell's  
(Your Name)

request to waive fees and costs is GRANTED. Thomas Cornwell  
(Your Name)

shall be permitted to proceed in Forma Pauperis with this action as permitted by NRS 12.015.

He/she shall proceed without the prepayment of costs or fees or the necessity of giving security, and the Clerk of court shall file or issue any necessary writ, process, pleading, or paper without charge. The Sheriff or other appropriate officer within this State shall make personal service of

any necessary writ, pleading, or paper without charge. If this party prevails in this action, the court shall enter an order pursuant to NRS 12.015(4) requiring the opposing party to pay into the Court, within five (5) days, the costs which would have been incurred by the prevailing party, and those costs must then be paid as provided by law.

☒ IT IS HEREBY ORDERED that Thomas Cornwell's  
(Your Name)

request to waive fees and costs is DENIED for the following reason:

☒ The party is not indigent.

☒ Other: Failure to complete form: loan balance on mobile home not stated

☐ The request for hearing is:

☐ Granted. A hearing is set for \_\_\_\_\_, at \_\_\_\_\_.

☐ Denied.

☐ Defendant is hereby notified that they must file a responsive pleading in accordance with Rule 12 of the Nevada Rules of Civil Procedure (NRCP). The failure to comply may result in a default being entered against you pursuant to NRCP Rule 55.

DATED this 19<sup>th</sup> day of February, 20 19.

Juanita Mulvey  
DISTRICT COURT JUDGE

Respectfully submitted:

Signature

Print name

Address

Telephone

Thomas Cornwell

2355 Columbia Way

Carson City NV 89706

75-461-0377

///



Your Name:  
Mailing Address:  
City, State, Zip:  
Telephone:  
In Proper Person

Thomas Cornwell  
2355 Columbia Way  
Carson City NV 89706  
775 461-0377

REC'D & FILED

2019 FEB 25 AM 10:58

AUGREY HOWE  
CLERK

BY [Signature] DEPUTY

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

Neil Schultz

Plaintiff/Petitioner,

Case No.: 18RP00018 1B

Dept. No.: II

vs.

**MOTION**

Thomas Cornwell

Defendant/Respondent.

to request a  
reconsideration of  
waiver of fees

I Thomas Cornwell  
(Your Name)

, appearing in Proper Person,  
request that the Court enter an Order granting me the following:

*State what you want the Court to order. If you have more than one request, clearly list and number each request. Do not explain your requests in detail here, just list them.*

A Request for reconsideration to  
waive filing fees.

**Fully explain why you believe you should be granted your request(s).  
List and number each request.**

This Motion is made for the following reasons:

I, Thomas Cornwell am the defendant named in the lawsuit and my only income is Social Security that is approximately \$11,000.00 per year. It would be extreme hardship to pay the costs and I am defending myself against a person who is trying to take my home that I have lived in for 18 years.

I have made many attempts to stop this process and Neil Schultz has fraudulently filed documents with the assessor's office to obtain the title for my property which his complaint is to remove my name from that title.

1 (If you need more room, you may attach additional sheets of paper. Be sure you write only on  
2 one side of each sheet, number the page or pages 3(a), 3(b), etc. and initial each page at the  
3 bottom.)

4 This document does not contain the Social Security number of any person.

5 I declare under penalty of perjury under the law of the State of Nevada that the foregoing  
6 is true and correct.

7 DATED this 25 day of February, 20 19.

8   
(Your Signature)

**CERTIFICATE OF SERVICE**

Pursuant to NRCP 5(b), the undersigned hereby certifies that on this date, I deposited a true and correct copy of the foregoing Motion in the U.S. Mail with postage pre-paid thereon, addressed to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
*(Your Signature)*

1 John S. Bartlett, Esq.  
2 SBN 143  
3 755 N. Roop St.  
4 Suite 108  
5 Carson City, NV 89701  
6 (775) 841-6444  
7 johnsbartlett@att.net

8 Attorneys for Neil E. Schultz, plaintiff

REC'D & FILED

2019 FEB 25 PM 1:47

AUBREY ROWLATT

BY

DEPUTY

9  
10 IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
11  
12 IN AND FOR CARSON CITY, NEVADA

13 NEIL E. SCHULTZ, a Nevada resident, aka  
14 The Neil E. Schultz Trust dated January 29,  
15 2016,

16 Plaintiff,

17 vs.

18 THOMAS L. CORNWELL, a Nevada  
19 resident; DOES 1 through 5,

20 Defendants.

Case No.: 18RP000181B

Dept. No. 2

21 PROOF OF SERVICE OF SUMMONS AND COMPLAINT

22 The undersigned, attorney of record for plaintiff Neil E. Schultz, hereby declares under  
23 penalty of perjury that the following facts are true and correct of my own personal knowledge.

24 On February 1, 2019 I personally served defendant Thomas L. Cornwell with a true and  
25 correct copy of the Summons and Complaint filed in this case at approximately 10:45 a.m. in  
26 Courtroom 2 of the Carson City Justice Court, Carson City, Nevada, at the direction of Justice  
27 Court Judge Kristin Luis. At the time of service I was over the age of 18 years, and while I  
28 represent the plaintiff in this action, I myself am not a party to this action.

Dated this 25<sup>th</sup> day of February, 2019

John S. Bartlett, Esq.

John S. Bartlett, Esq.  
SBN 143  
755 N. Roop St.  
Suite 108  
Carson City, NV 89701  
(775) 841-6444  
johnsbartlett@att.net

Attorney for Neil E. Schultz, Plaintiff

REC'D & FILED

2019 FEB 25 PM 1:47

AUDREY ROWLAND  
CLERK

BY   
DEPUTY

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

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,

Defendants.

Case No.: 18RP000181B

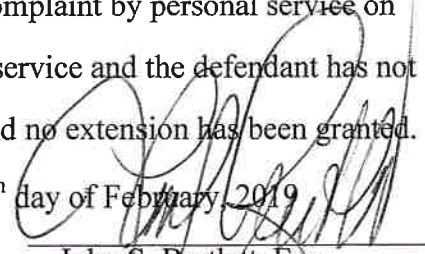
Dept. No. 2

APPLICATION FOR ENTRY OF DEFAULT

TO: THE CLERK OF THE FIRST JUDICIAL DISTRICT COURT  
CARSON CITY, NEVADA

Please enter the Default of Defendant Thomas L. Cornwell for failure to plead or otherwise defend the above-entitled action as provided by the Nevada Rules of Civil Procedure. The defendant was served with a copy of the Summons and Complaint by personal service on February 1, 2019. More than 20 days have elapsed since said service and the defendant has not filed an answer or other responsive pleading with the Court, and no extension has been granted.

Dated this 25<sup>th</sup> day of February, 2019

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

REC'D & FILED

2019 FEB 26 2:11:48

AUBREY ROULANT  
CLERK

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,**

**CASE NO. 18 RP 00018 1B**

**DEPT. 2**

**Plaintiff,**

**vs.**

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

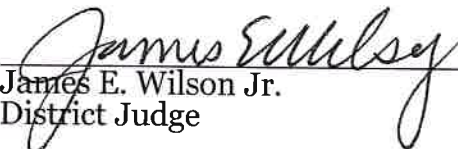
**Defendants.**

**ORDER**

On February 25, 2019 Thomas Cornwell filed a Motion to Request a  
Reconsideration of Waiver of Fees.

IT IS ORDERED Mr. Cornwell may submit another application that is completely  
filled out and a Request for Submission to bring it to the Court's attention.

February 26, 2019.

  
James E. Wilson Jr.  
District Judge



1 **CERTIFICATE OF SERVICE**

2 I certify that I am an employee of the First Judicial District Court of Nevada; that  
3 on February 26, 2019, I served a copy of this document by placing a true copy in an  
4 envelope addressed to:

5 Thomas Cornwell  
6 2355 Columbia Way  
7 Carson City, NV 89706

8 the envelope sealed and then deposited in the Court's central mailing basket in the Court  
9 Clerk's Office for delivery to the United States Post Office at 1111 South Roop Street,  
10 Carson City, Nevada for mailing.

11   
12 Susan Greenburg  
13 Judicial Assistant  
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Your name: Thomas Cornwell  
Mailing Address: 2355 Columbia Way  
City, State, Zip: Carson City NV. 89706  
Telephone: 775 461-0377  
In Proper Person

REC'D & FILED -

2019 FEB 28 PM 1:36

AUDREY ROWLATT  
CLERK

BY [Signature] DEPUTY

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

Case No. 18RP000181B

Dept. No. 2

Neil Schultz

Plaintiff,

vs.

Thomas Cornwell

Defendant.

**APPLICATION TO WAIVE FILING FEES/SERVICE ONLY**

Pursuant to NRS 12.015, and based on the following Affidavit, I request permission from this Court to proceed without paying court costs or other costs and fees as provided in NRS 123.015 because I lack sufficient financial ability.

**AFFIDAVIT**

STATE OF NEVADA                     )  
   ) ss.  
CITY OF CARSON CITY                )

I, Thomas Cornwell after being duly sworn, declare under penalty of perjury:  
(Your Name)

All blank lines must be completed. If the dollar amount or other number is zero write "Ø".

1. I have read the contents of this Application and am competent to testify as to the contents of this Application and the contents are true of my own knowledge.
2. I am unable, because of my financial poverty, to pay the costs and fees of this case, and I am unable to give security for the costs and fees in this matter.
3. I wish to file with this Court the pleading submitted with this Application. I cannot pay the costs of filing because I lack sufficient income, assets or other resources.

Including myself, there are 2 adults and 0 children  
in my household. Their age(s) is/are N/A

My total monthly income after taxes (take home pay) is:

From all sources, including employment, self-employment,  
Social Security, child support, alimony, State and County benefits, etc. \$ 903

Any other household income from another member of the household:

Relationship to other member: <u>Friend</u>	Amt contributed: \$ <u>Ø</u>
Relationship to other member: <u>N/A</u>	Amt contributed: \$ <u>Ø</u>
Relationship to other member: <u>N/A</u>	Amt contributed: \$ <u>Ø</u>

List where you work and your job title: Unemployed

The following represent a list of my assets and their value (if you do not own an asset write "none"):

Automobile:	Value	Loan Balance
<u>2005 CADILLAC STS</u> (Year and type of car)	\$ <u>4000</u>	\$ <u>Ø</u>

Mobile Home, House or Other Real Estate:	Value	Loan Balance
<u>2355 Columbia Way</u> (Size, type and/or year of account)	\$ <u>78,000</u>	\$ <u>17,000</u>

Bank Accounts:	Value	Loan Balance
<u>NONE</u> (Name of bank and type of account)	\$ <u>Ø</u>	\$ <u>Ø</u>

Other:	Value	Loan Balance
<u>NONE</u>	\$ <u>Ø</u>	\$ <u>Ø</u>

<u>N/A</u>	\$ <u>Ø</u>	\$ <u>Ø</u>
------------	-------------	-------------

1 My total monthly expenses are:

2 Rent or Mortgage

\$ 0

3 Phone, Gas, Electricity, and other Utilities

\$ 320

4 Food

\$ 300

5 Child Care

\$ 0

6 Insurance

\$ 200.

7 Medical

\$ 0

8 Transportation

\$ 50

9 Child support and child care expenses paid to someone else

\$ 0

10 Other

\$ 0

11 N/A

12 **TOTAL MONTHLY EXPENSES**

\$ 870.00

13  
14  
15 I request that the Court hold a hearing on this Application if the Court is inclined to deny  
16 the same so that I may testify as to my indigent status.

17 X [Signature]  
18 (Your Signature)

19  
20 Certified before me pursuant to NRS 3.300(2) this 28 day of February, 2019.

21 [Signature]

22 Clerk

1 STATE OF NEVADA )  
2 ) ss.  
3 COUNTY OF CARSON )

4 On this 28 day of February, 2019, personally appeared before  
5 me, the undersigned, a Notary Public in and for the County of Carson City,  
6 State of Nevada, Thomas Cornwell, personally known to me or proved to  
7 me to be the person whose name is subscribed to the above instrument and who acknowledged  
8 that she/he executed the above instrument freely and voluntarily and for the uses and purposes  
9 therein mentioned.

10 \_\_\_\_\_  
11 NOTARY PUBLIC  
12  
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Your name:  
Mailing Address:  
City, State, Zip:  
Telephone:  
In Proper Person

Thomas Cornwell  
2355 Columbia Way  
Carson City, Nv. 89706  
775-461-0377

REC'D & FILED

2019 MAR -1 AM 9:42

AUSLEY BOWEN  
CLERK

BY [Signature] DEPUTY

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

Case No. 18 RP000181B

Dept. No. 2

Neil Schultz

Plaintiff,

vs.

Thomas Cornwell

Defendant.

**ORDER REGARDING WAIVER OF FEES AND COSTS**

**(Filing Fees/Service Only)**

Upon consideration of Thomas Cornwell's Application to  
(Your Name)

Waive Filing Fees/Service Only and it appearing that there is not sufficient income, property or  
resources with which to maintain the action, and good cause appearing therefore:

☒ IT IS HEREBY ORDERED that Thomas Cornwell's  
(Your Name)  
request to waive fees and costs is **GRANTED**. Thomas Cornwell  
(Your Name)

shall be permitted to proceed in Forma Pauperis with this action as permitted by NRS 12.015.

He/she shall proceed without the prepayment of costs or fees or the necessity of giving security,  
and the Clerk of court shall file or issue any necessary writ, process, pleading, or paper without  
charge. The Sheriff or other appropriate officer within this State shall make personal service of  
any necessary writ, pleading, or paper without charge. If this party prevails in this action, the  
court shall enter an order pursuant to NRS 12.015(4) requiring the opposing party to pay into the

1 Court, within five (5) days, the costs which would have been incurred by the prevailing party,  
2 and those costs must then be paid as provided by law.

3 ☐ IT IS HEREBY ORDERED that Thomas Cornwell's  
(Your Name)  
4 request to waive fees and costs is **DENIED** for the following reason:

5 ☐ The party is not indigent.

6 ☐ Other: \_\_\_\_\_

7  
8 ☐ The request for hearing is:

9 ☐ Granted. A hearing is set for \_\_\_\_\_, at \_\_\_\_\_.

10 ☐ Denied.

11 ☐ Defendant is hereby notified that they must file a responsive pleading in accordance  
12 with Rule 12 of the Nevada Rules of Civil Procedure (NRCP). The failure to comply may result  
13 in a default being entered against you pursuant to NRCP Rule 55.

14 DATED this 28 day of February, 20 19.  
15

16  
17 James E. Mills  
DISTRICT COURT JUDGE

18 Respectfully submitted:

Signature X

Print name

Address

Telephone

Thomas Cornwell  
2355 Columbia Way  
Carson City Nv. 89706  
775-461-0377

21 ///

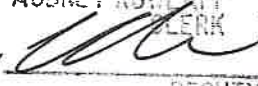
1 John S. Bartlett, Esq.  
2 SBN 143  
3 755 N. Roop St.  
4 Suite 108  
5 Carson City, NV 89701  
6 (775) 841-6444  
7 johnsbartlett@att.net

8 Attorneys for Neil E. Schultz, plaintiff

REC'D & FILED

2019 MAR -1 PM 4:07

AUBREY ROWLAND  
CLERK

BY  DEPUTY

9  
10 IN THE FIRST JUDICIAL DISTRICT COURT FOR THE STATE OF NEVADA  
11  
12 IN AND FOR CARSON CITY, NEVADA

13 NEIL E. SCHULTZ, a Nevada resident, aka  
14 The Neil E. Schultz Trust dated January 29,  
15 2016,

16 Plaintiff,

17 vs.

18 THOMAS L. CORNWELL, a Nevada  
19 resident; DOES 1 through 5,

20 Defendants.

Case No.: 18RP000181B

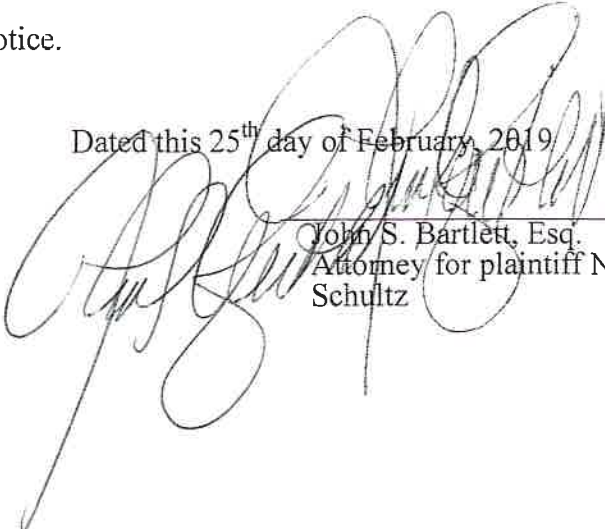
Dept. No. 2

21 NOTICE OF INTENT TO TAKE DEFAULT

22 TO: THOMAS L. CORNWELL, defendant

23 PLEASE TAKE NOTICE that plaintiff Neil E. Schultz intends to take your Default  
24 unless an Answer or other responsive pleading is filed herein on or before February 28, 2019,  
25 which is three days from the date of this Notice.  
26  
27  
28

Dated this 25<sup>th</sup> day of February, 2019

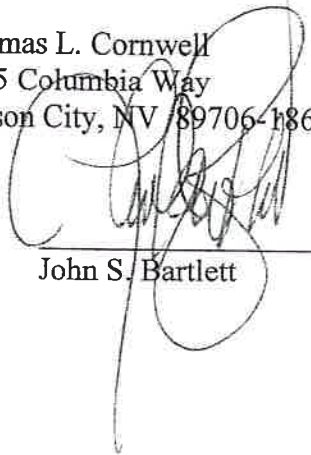
  
John S. Bartlett, Esq.  
Attorney for plaintiff Neil E.  
Schultz



CERTIFICATE OF SERVICE

The undersigned, counsel of record for plaintiff Neil E. Schultz, hereby certifies under penalty of perjury pursuant to NRCP 5(b) that on February 25, 2019 he caused the foregoing Notice of Intent to Take Default to be served on defendant Thomas L. Cornwell by depositing this document in the United States Mail, postage prepaid, and addressed to Mr. Cornwell at his last known address as follows:

Thomas L. Cornwell  
2355 Columbia Way  
Carson City, NV 89706-1866

  
John S. Bartlett



1 THOMAS CORNWELL  
2 2355 COLUMBIA WAY  
3 CARSON CITY, NV. 89701  
4 (775)461-0377  
5 TLCNV@YAHOO.COM  
6 IN PROPER PERSON

REC'D & FILED  
2019 MAR -4 AM 8:21

AUDREY ROWLAND  
CLERK  
DEPUTY

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

10 NEIL SCHULTZ TRUST  
11 NEIL SCHULTZ

CASE NO.:18 RP 00018 1B

12 PLAINTIFF,

13 VS.

DEPT. NO: II

14 THOMAS CORNWELL

15 DEFENDANT(S).

16 **ANSWER TO COMPLAINT AND COUNTERCLAIM WITH REQUEST FOR RELIEF**

17 COMES NOW DEFENDANT, THOMAS CORNWELL, IN PROPER PERSON. TO  
18 ANSWER OR DEFEND PLAINTIFFS COMPLAINT WITH COUNTERCLAIM AND  
19 REQUEST FOR JUDGMENT AND AWARD OF DAMAGES..

20 DATED THIS 19 DAY OF FEBRUARY, 2019

21 PURSUANT TO NRS 53.045, I DECLARE UNDER PENALTY OF  
22 PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

23   
(SIGNATURE)

24 THOMAS CORNWELL IN PROPER PERSON

25 2355 COLUMBIA WAY  
CARSON CITY, NV. 89701  
(775)461-0377  
TLCNV@YAHOO.COM

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ANSWER TO COMPLAINT

PARAGRAPH 1-3

DEFENDANT AGREES WITH EACH ITEM

PARAGRAPH 4

DEFENDANT DENIES SCHULTZ'S CURRENT OWNERSHIP OF THE REAL PROPERTY SITUATED AT 2355 COLUMBIA WAY.

PARAGRAPH 5

DEFENDANT DENIES THE RECITALS OF THE TRUSTEES DEED ACCURATELY DESCRIBE THE TRANSACTIONS THAT LED TO FORECLOSURE AND FURTHER STIPULATES THAT FRAUD OCCURRED TO PROCESS FORECLOSURE.

PARAGRAPH 6

DEFENDANT DENIES ASSIGNMENT OF NOTE OCCURRED ON JANUARY 29 2016 BUT ADMITS THAT A RECORDING WAS RECORDED ON MARCH 30 2018.

PARAGRAPH 7

DEFENDANT ADMITS

PARAGRAPH 8

DEFENDANT DENIES THAT DEFAULT OCCURRED AND FURTHER STIPULATES THAT PROOF OF PAYMENT WAS PROVIDED AND IGNORED AND NO CREDIT WAS GIVEN FOR 5 YEARS OF PERFORMANCE OF PAYMENT. (SEE COUNTERCLAIM).

PARAGRAPH 9

DEFENDANT DENIES THAT SCHULTZ HOLDS VALID TITLE TO THE PROPERTY AT 2355 COLUMBIA WAY CARSON CITY NEVADA

PARAGRAPH 10

DEFENDANT ADMITS THIS ACTION TO QUIET TITLE IS NECESSARY AND THEREFORE, DEFENDANT REQUESTS COURT DENY EACH DEMAND FOR RELIEF AS LISTED IN THE COMPLAINT JUDGMENT ITEMS 1-5 AND REQUESTS SUBMISSION OF THE FOLLOWING COUNTERCLAIM AND REQUEST FOR RELIEF.

1                                   **COUNTERCLAIM WITH REQUEST FOR RELIEF**

2           DEFENDANT, THOMAS CORNWELL, IN PROPER PERSON, RESPECTFULLY  
3 REQUESTS SUBMISSION OF THE FOLLOWING COUNTERCLAIM AND REQUEST FOR  
4 RELIEF IN THE PRECEEDING MATTER STATED ABOVE, AN AMENDED COMPLAINT  
5 WILL BE FILED IF THIS COUNTERCLAIM REQUIRES SUMMONS TO ANY OTHER  
6 PERSONS IN DEFENSE OF THE THIS CLAIM.

7                                   **MEMORANDUM**

8           COMES NOW, THOMAS CORNWELL, IN PROPER PERSON TO DEFEND THE  
9 PLAINTIFFS COMPLAINT TO QUIET TITLE BASED ON THE FOLLOWING FACTS AND  
10 EVIDENCED BY DOCUMENTS INDEXED IN THE LIST OF EXHIBITS ATTACHED. THE  
11 EVENTS LEADING UP TO THE MATTER BEFORE THE COURT ARE THE IMPROPER  
12 BUSINESS DEALINGS AND FRAUDULENT RECORDS OF MR. SCHULTZ

13 ON SEPTEMBER 10 2018 AN EVICTION HEARING (*CASE NO.:18 EV0619 1C*) WAS  
14 HELD AND DISMISSED BY AFFIRMATIVE DEFENSE (*SEE EXHIBIT 1*).

15 MR. SCHULTZ THEN ATTEMPTED AN ILLEGAL SHUT-OFF OF ESSENTIAL SERVICES  
16 (*CASE NO.:18 CV01196 1C*) REQUEST FOR RELIEF WAS GRANTED AND SCHULTZ  
17 WAS ORDERED TO RESTORE SERVICES. (*SEE EXHIBIT 2*).

18 IN JANUARY OF 2019 MR. SCHULTZ ATTEMPTED ANOTHER SUMMARY EVICTION  
19 THROUGH JUSTICE COURT SERVING NOTICE OF EVICTION TO "JOHN DOE" AND  
20 ANY UNKNOWN TENANTS AT 2355 COLUMBIA WAY CARSON CITY NEVADA.  
21 HEARING HELD ON FEBRUARY 1, 2019, THE CASE WAS DISMISSED BY RAISING  
22 AFFIRMATIVE DEFENSE, COMPLAINT TO QUIET TITLE WAS THEN SERVED AND  
23 ACCEPTED.

24                                   **STATEMENT OF THE CASE**

25                                   **PARAGRAPH 1**

26 IN MAY OF 2003 KAREN CLARKE PURCHASED THE REAL PROPERTY LOCATED AT  
27 2355 COLUMBIA WAY CARSON CITY NEVADA AS EVIDENCED BY GRANT  
28 BARGAIN SALE DEED (*EXHIBIT 3*) AND NOTE SECURED BY DEED OF TRUST  
29 (*EXHIBIT 4*) IN FAVOR OF MR. GEORGE SOETJE.

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THE NOTE SECURING THE DEED OF TRUST WAS MODIFIED (*EXHIBIT 8*) AND  
INSTALLMENTS PAID (*EXHIBIT 9*) CORNWELL WAS DEEDED THE PROPERTY ON  
FEBRUARY 9, 2016 BY QUITCLAIM AFTER HIS SEPERATION FROM KAREN CLARKE  
EVIDENCED BY **RECORDED DOCUMENT #472414** (*EXHIBIT 10*)

## PARAGRAPH 4

IN MAY OF 2018 DEFENDANT (CORNWELL) RECEIVED A NOTICE OF DEFAULT AND ELECTION TO SELL **RECORDED DOCUMENT #484549** (*EXHIBIT 11*) FROM ALLIED FORECLOSURE SERVICES (*EXHIBIT 12*) THIS NOTICE WAS STATUTORILY

1 INSUFFICIENT; THERE WAS NO NOTIFICATION AS TO THE ASSIGNMENT OF THE  
2 NOTE TO ANOTHER BENEFICIARY OR A CHANGE IN THE SERVICER OF THE NOTE  
3 TO A CORPORATION BASED IN THE STATE OF WASHINGTON. THE RESIDENT  
4 AGENT OF THE SERVICER COULD NOT BE VERIFIED AND THE LICENSED  
5 COMPANY THAT WAS REFERENCED; FIRST CENTENNIAL TRUST DEED SERVICES,  
6 HAD A PERMANENTLY REVOKED STATUS (*EXHIBIT 13*). THERE ARE VERY STRICT  
7 GUIDELINES FOR COMPLIANCE WITH NON-JUDICIAL FORECLOSURE SALES SET  
8 FORTH IN NRS 107.080; REFERENCE TO RULES FOR OWNER OCCUPIED HOUSING  
9 ALSO APPLIED BUT WERE IGNORED. MANY OF THE DOCUMENTS RECORDED BY  
10 THE ASSESSOR SHOULD HAVE BEEN FLAGGED OR CHECKED IN CARRYING OUT  
11 THE NORMAL DUTIES INVOLVED WITH THAT TYPE OF EMPLOYMENT AND THEY  
12 WERE NOT.

13 THE ONLY COMPLIANCE WITH NRS 107.080 WAS A TOLL FREE NUMBER  
14 PROVIDED BY SERVICER

15 ***NRS 107.080 Trustee's power of sale: Power conferred; required notices; effect of said:***  
16 ***circumstances in which sale must be Declare void; civil actions for noncompliance with***  
17 ***certain requirements; dut3 to post; duty to record; fees. IEffctie through June 30. 2021.1***  
18 ***I. Except as otherwise provided in NRS 106.210. 107.0805, 107.085 and 107.086. if any***  
19 ***transfer in trust of any estate in real property is made after March 29. 1927. to secure the***  
20 ***performance of an obligation or the payment of any debt, a power of sale is hereby conferred***  
21 ***upon the trustee to be exercised after a breach of the obligation for which the transfer is***  
22 ***security.***

23 ***2. The power of sale must not be exercised, however, until:***

24 ***(a) in the case of 'any trust agreement coming into force:***

25 ***(1) On or after July 1, 1949, and before July 1, 1957. the grantor, the person who holds the***  
***title of record a beneficiary under a subordinate deed of trust or any other person who has a***  
***subordinate lien or encumbrance of record on the property has, for a period of 15 days,***  
***computed as prescribed in subsection 3, failed to make good the deficiency in performance or***  
***payment: or***

***(2) On or after July 1. 1957, the grantor, the person who holds the title of record. A***  
***beneficiary under a subordinate deed of trust or any other person who has a subordinate lien***  
***or encumbrance of record on the property has, for a period of 35 days, computed as prescribed***  
***in subsection 3. Failed to make good the deficiency in performance or payment.***

***(b) The beneficiary, the successor in interest of the beneficiary or the trustee first executes and***  
***causes to be recorded in the office of the recorder of the county wherein the trust property, or***  
***some part thereof is situated a notice of the breach and of the election to sell or cause to be***  
***sold the property to satisfy the obligation.***

***(e) The beneficiary or its successor in interest or the servicer of the obligation or debt secured***



1 by the deed of trust has instructed the trustee to exercise the power of sale with respect to the  
property.

2 (d) Not less than 3 months have elapsed after the recording of the notice or, if the notice  
3 includes an affidavit and a certification indicating that, pursuant to SRS 107. 130, an election  
4 has been made to use the expedited procedure for the exercise of the power of sale with respect  
to abandoned residential property not less than 60 days have elapsed after the recording of  
the notice.

5 3. The 15- or 35-day period provided in paragraph (a) of subsection 2 commences on the first  
day following the day upon which the notice of default and election to sell is recorded in the  
6 office of the county recorder of the county in which the property is located and a copy of the  
notice of default and election to sell is mailed by registered or certified mail, return receipt  
7 requested and with postage prepaid to the grantor or, to the person who holds the title of  
record on the date the notice of default and election to sell is recorded, and, if the property is  
8 operated as a facility licensed under chapter 449 of NRS, to the State board of Health, at their  
respective addresses, if known, otherwise to the address of the trust property or, if authorized  
9 by the parties, delivered by electronic transmission. The notice of default and election to sell  
must describe the deficiency in performance or payment and may contain a notice of intent to  
10 declare the entire unpaid balance due if acceleration is permitted by the obligation secured by  
the deed of trust, but acceleration must not occur if the deficiency in performance or payment  
11 is made good and any costs, fees and expenses incident to the preparation or recordation of  
the notice and incident to the making good of the deficiency in performance or payment are  
paid within the time specified in subsection 2.

12 4. The trustee, or other person authorized to make the sale under the terms of the trust deed or  
transfer in trust, shall, after expiration of the applicable period specified in paragraph (d) of  
13 subsection 2 following the recording of the notice of breach and election to sell, and before the  
making of the sale, give notice of the time and place thereof by recording the notice of sale  
14 and by:

15 (a) Providing the notice to each trust or any other person entitled to notice pursuant to this  
section and, if the property is operated as a facility licensed under chapter 449 of NRS, the  
16 State Board of Health, by personal service, by electronic transmission if authorized by the  
parties or by mailing title notice by registered or certified mail to the last known address of the  
trust or any other person entitled to such notice pursuant to this section:

17 (b) Posting a similar notice particularly describing the property. For 20 days successively, in a  
public place in the county where the property is situated; and.

18 (e) Publishing a copy of title notice three times, once each week for 3 consecutive weeks, in a  
newspaper of general circulation in the county where the property is situated or. If the  
19 property is a time share, by posting a copy of the notice on an Internet website and publishing  
a statement in a newspaper in the manner required by subsection 3 of NRS 119A.560.

20 5. Every sale made under the provisions of this section and other sections of this chapter vests  
in the purchaser the right of title grantor and any successors in interest without equity or right  
21 of redemption. Except as otherwise provided in subsection 7. a sale made pursuant to this  
section must be declared void by any court of competent jurisdiction in the county where the  
22 sale took place if

23 (a) The trustee or other person authorized to make the sale does not substantially comply with  
the provisions of this section;

24 (b) Except as otherwise provided in subsection 6, an action is commenced in the county where  
the sale took place within 30 days after the date on which the trustee's deed upon sale is  
25 recorded pursuant to subsection 10 in the office of the county recorder of the county in which



1 *the property is located; and*

2 *(e) A notice of Lis pendens providing notice of the pendency of the action is recorded in the*  
3 *office of the county recorder of the county where the sale took place within 5 days after*  
4 *commencement of the action.*

5 *6. If proper notice is not provided pursuant to subsection 3 or paragraph (a) of subsection 4 to*  
6 *the grantor, to the person who holds the title of record on the date the notice of default and*  
7 *election to sell is recorded, to each trust or to any other person entitled to such notice, the*  
8 *person who did not receive such proper notice may commence an action pursuant to*  
9 *subsection 5 within 90 days after the date of the sale.*

10 *7. Upon expiration of the time for commencing an action which is set forth in subsections 5*  
11 *and 6, any failure to comply with the provisions of this section or any other provision of this*  
12 *chapter does not affect the rights of a bona fide purchaser as described in III .1 80.*

13 *8. If in an action brought by the grantor or the person who holds title of record in the district*  
14 *court in and for the County in which the real property is located, the court finds that the*  
15 *beneficiary, the successor in interest of the beneficiary or the trustee did not comply with any*  
16 *requirement of subsection 2, 3 or 4. The court must award to the grantor or the person who*  
17 *holds title of record:*

18 *(a) Damages of 55,000 or treble the amount of actual damages, whichever is greater:*

19 *(b) An injunction enjoining the exercise of the power of sale until the beneficiary, the*  
20 *successor in interest of the beneficiary or the trustee complies with the requirements of*  
21 *subsections 2, 3 and 4: and*

22 *(c) Reasonable attorney's fees and costs, unless the court finds good cause for a different*  
23 *award. The remedy provided in this subsection is in addition to the remedy provided in*  
24 *subsection 5.*

25 *9. The sale of a lease of a dwelling unit of a cooperative housing corporation vests in the*  
*purchaser title to the shares in the corporation which accompany the lease.*

*10. After a sale of property is conducted pursuant to this section, the trustee shall:*

*(a) Within 30 days after the date of the sale, record the trustee's deed upon sale in the office*  
*of the county recorder of the county in which the property is located: or*

*(b) Within 20 days after the date of the sale, deliver the trustee's deed upon sale to the*  
*successful bidder. Within 10 days after the date of delivery of the deed by the trustee. The*  
*successful bidder shall record the trustee's deed upon sale in the office of the county recorder*  
*of the county in which the property is located.*

*il. Within 5 days after recording the trustee's deed upon sale, the trustee or successful bidder,*  
*whoever recorded the trustee's deed upon sale pursuant to subsection 10. Shall cause a copy*  
*of the trustee's deed upon sale to be posted conspicuously on the property. The failure of a*  
*trustee or successful bidder to comply with the posting required by this subsection does not affect the*  
*validity of a sale of the property to a bona fide purchaser for value without knowledge of the*  
*failure.*

*12. If the successful bidder fails to record the trustee's deed upon sale pursuant to paragraph*  
*(b) of subsection 10, the successful bidder:*

*(a) Is liable in a civil action to any party that is a senior lienholder against the property that is*  
*the subject of the sale in a sum of up to \$500 and for reasonable attorney's fees and the costs*  
*of bringing the action: and*

*if) Is liable in a civil action for any actual damages caused by the failure to comply with the*  
*provisions of subsection 10 and for reasonable attorney's fees and the costs of bringing the*  
*action.*

*13. The county recorder shall, in addition to any other fee, at the time of recording a notice of*

1 *default and election to sell collect:*

2 *ta) A fee of \$ ISO for deposit in the State General Fund.*

3 *(b) A fee of \$95 for deposit in the Account for Foreclosure Mediation Assistance, which is hereby created in the State General Fund. The Account must be administered by the Interim Finance Committee and the money in the Account may be expended only for the purpose of:*

4 *(1) Supporting a program of foreclosure mediation; and*

5 *(2) The development and maintenance of an Internet portal for a program of foreclosure mediation pursuant to subsection 18 of NRS 107.086,*

6 *(e) A fee of \$5 to be paid over to the county treasurer on or before the fifth day of each month for the preceding calendar month. The county recorder may direct that 1.5 percent of the fees collected by the county recorder pursuant to this paragraph be transferred into a special account for use by the office of the county recorder. The county treasurer shall remit quarterly to the organization operating the program for legal services that receives the fees charged pursuant to NRS 19.031 for the operation of programs for the indigent all the money received from the county recorder pursuant to this paragraph.*

7 *14. The fees collected pursuant to paragraphs (a) and (h) of subsection 13 must be paid over to the county treasurer by the county recorder on or before the fifth day of each month for the preceding calendar month, and, except as otherwise provided in this subsection, must be placed to the credit of the State General Fund or the Account for Foreclosure Mediation Assistance as prescribed pursuant to subsection 13. The county recorder may direct that 1.5 percent of the fees collected by the county recorder be transferred into a special account for use by the office of the county recorder. The county treasurer shall, on or before the 15th day of each month, remit the fees deposited by the county recorder pursuant to this subsection to the State Controller for credit to the State General Fund or the Account as prescribed in subsection 13.*

8 *15. The beneficiary, the successor in interest of the beneficiary or the trustee who causes to be recorded the notice of default and election to sell shall not charge the grantor or the successor in interest of the grantor any portion of any fee required to be paid pursuant to subsection 13.*

9 *16. As used in this section, "trustee" means the trustee of record.*

10 *[Part 1:173:1927; A 1949,15); 1943 NCL 7710] — (NRS A J27,6j1; J5.9.Ji1; .1,I,21: I9,jj, j24.: 1.2i,i9; 1222,*

11 *2 12β1 Jk44 199 J.Th) 2)Q1 2tX5 Jk2 2Š)07 ..242 Z09 1001 J1i 2iJ. ijij 26th Special Session 22; 2Q11. 332, j1 35. 2; 2013, 8, 14 a1.2; 2i5,iL4, 3111; 2Q12. 1)*

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18 IN THE NOTICE NO CONTACT INFORMATION FOR THE SERVICER WAS PROVIDED.  
19 THERE WERE NO LISTED AMOUNTS OVERDUE, PRINCIPAL BALANCE, AMOUNT  
20 NEEDED TO CORRECT DEFICIENCY AND FORECLOSURE PREVENTION  
21 ALTERNATIVES GIVEN. IN FACT THE AMOUNT DEMANDED WAS ONLY GIVEN  
22 OVER THE PHONE AND THAT AMOUNT WAS STATED AS THREE TIMES THE  
23 ORIGINAL PRINCIPAL BALANCE WITH NO CREDIT FOR PAYMENTS MADE FROM  
24 2011-2016 (SEE EXHIBIT 9).

25  
**PARAGRAPH 5**

1 A CERTIFIED LETTER WAS SENT TO ALLIED FORECLOSURE SERVICES  
2 DEMANDING THAT THEY STOP THE FORECLOSURE SALE (*EXHIBIT 14*) HOWEVER  
3 THEY RESPONDED BY STATING THAT THE PROPERTY WAS NOT REAL PROPERTY  
4 AND THEY WERE NOT OBLIGATED TO PROVIDE FORECLOSURE PREVENTION  
5 ALTERNATIVES SINCE THEY WERE FORECLOSING ON THE LAND ONLY (*EXHIBIT*  
6 *15*). SEVERAL ATTEMPTS WERE MADE VIA PHONE CONVERSATION AND EMAIL  
7 (*SEE EXHIBIT 16*) TO STOP THE SALE; HOWEVER THE SALE WENT THROUGH  
8 ANYWAY.

#### 9 PARAGRAPH 6

10 MR. SCHULTZ HAS KNOWINGLY FILED FRAUDULENT DOCUMENTS WITH THE  
11 COUNTY RECORDER A VIOLATION OF NRS 598.0975 (PAGE 12) AS EVIDENCED BY  
12 **RECORDED DOCUMENT #488839** (*EXHIBIT 17*). THAT STATES THE PROPERTY IS  
13 VACANT LAND A DIRECT CONTRADICTION TO A RECONVEYANCE BY COUNTY  
14 TREASURER ON JUNE 23, 2017 **DOCUMENT # 476159** (*EXHIBIT 18*). AS STATED  
15 BEFORE; *THE PROPERTY WAS CONVERTED TO REAL PROPERTY IN 2001 AND SITS ON*  
16 *A 6 POINT FOUNDATION THAT IS A SINGLE FAMILY RESIDENCE AND CANNOT BE*  
17 *REMOVED OR CONSIDERED PERSONAL PROPERTY.*

18 THESE FACTS WOULD BE KNOWN TO THE PLAINTIFF AS HE WAS PERSONALLY  
19 ON THE PROPERTY, AND SENT AN APPRAISER TO THE PROPERTY WHO TOOK  
20 PHOTOGRAPHS.

21 PLAINTIFF RECORDED AFFIRMATION FOR STATUTORILY INEFFICIENT  
22 DECLARATION OF DEFAULT AND ELECTION TO SELL CAUSING THE AFFIDAVIT  
23 TO EXERCISE POWER OF SALE TO BE DEEMED A FRAUDULENT **DOCUMENT**  
24 **#484549** (*EXHIBIT 19*).

#### 25 CONCLUSION

MR. SCHULTZ HAS ATTEMPTED TO DEPRIVE DEFENDANT OF HIS RIGHTS  
REGARDING FORECLOSURE PREVENTION AND SOUGHT TO STEAL THE HOME OF  
A SENIOR CITIZEN WHOS ONLY SOURCE OF INCOME IS SOCIAL SECURITY  
AMOUNTING TO APPROXIMATELY \$11,000.00 A YEAR.

1 ILLEGAL ACTIONS WERE TAKEN BY SCHULTZ TO OBTAIN THE NOTE SECURING  
2 THE DEED OF TRUST FOR DEFENDANTS PROPERTY. SCHULTZ THEN ATTEMPTED  
3 TO EXTORT THE ENTIRE VALUE OF DEFENDANTS PROPERTY, ROBBING HIM OF  
4 ALL EQUITY IN THAT PROPERTY AND USED THE COURT SYSTEM AND OTHER  
5 ILLEGAL MEANS (SHUTTING OFF UTILITIES AND SUMMARY EVICTION) FOR HIS  
6 OWN FINANCIAL GAIN.

7 THEREFORE DEFENDANT REQUESTS JUDGMENT AND AWARD FOR DAMAGES  
8 IN THE FOLLOWING MANNER:

9 PLAINTIFF VIOLATED REQUIREMENTS SET FORTH IN NRS 107.080,  
10 FOR WHICH DEFENDANT SEEKS RELIEF IN THE MANNER PRECIBED OF THE  
11 GREATER OF TREBLE \$5,000.00

12 AND

13 THE VOID OF SALE OF PROPERTY DESCRIBED AS 2355 COLUMBIA WAY CARSON  
14 CITY NEVADA

15 AND

16 FOR VIOLATIONS OF NRS 107.400-560, 104.9619, 104.0518, 104.9604, 40.430 FOR  
17 WHICH DEFENDANT SEEKS THE STATUTORY DAMAGES OF \$50,000.00

18 AND

19 ATTORNEYS COSTS OR ANY FEES ASSOCIATED WITH DEFENDING THIS CLAIM AS  
20 WELL AS ANY OTHER AWARD THE COURT DEEMS APPROPRIATE.

21 DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

22 PURSUANT TO NRS 53.045, I DECLARE  
23 UNDER PENALTY OF  
24 PERJURY THAT THE FOREGOING IS TRUE  
25 AND CORRECT.

\_\_\_\_\_  
(SIGNATURE)

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

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## **EXHIBIT 1**



IN THE JUSTICE AND MUNICIPAL COURT OF CARSON TOWNSHIP  
IN AND FOR CARSON CITY, STATE OF NEVADA

SHULTZ FAMILY TRUST

Landlord,

vs.

TOM CORNWELL

Tenant.

Case No.: 18 EV 00619 1C

NOTICE OF DISMISSAL

2018 SEP 11 PM 4:01  
JUSTICE OF THE PEACE  
BY  CLERK

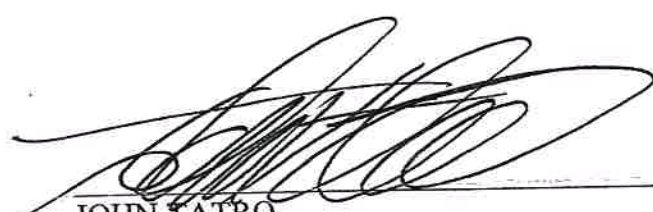
FILED

To: SHULTZ FAMILY TRUST, Plaintiff, and: TOM CORNWELL, Defendant.

You and each of you will please take notice:

That on September 10, 2018, the Justice Court of Carson Township, State of Nevada, the above-entitled action is hereby dismissed. The Tenant raised an affirmative defense to the eviction. Any further action needs to be pursued as a formal civil complaint.

DATED: September 10, 2018



JOHN TATRO  
JUSTICE OF THE PEACE

NOTE: IF EITHER PARTY DESIRES TO APPEAL THE JUDGMENT, A NOTICE AND BOND MUST BE FILED WITHIN 5 DAYS OF ENTRY OF JUDGMENT. ANY LEGAL ADVICE ON FILING OF APPEAL MUST BE OBTAINED THROUGH AN ATTORNEY.

Pursuant to JCRCP5(b), I certify that I am an employee of the Justice/Municipal Court in and for Carson City, Department I, and that on SEPTEMBER 11, 2018, I served the foregoing document ORDER OF DISMISSAL signed SEPTEMBER 11, 2018 by the following method of service ☒ regular U.S. Mail ☐ Reno Carson Messenger Service to:

SCHULTZ FAMILY TRUST  
PO BOX 994  
ZEPHYR COVE NV 89448

TOM CORNWELL  
255 COLUMBIA WAY  
CARSON CITY NV 89706

  
\_\_\_\_\_  
CLERK



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## **EXHIBIT 2**

IN THE JUSTICE COURT OF CARSON TOWNSHIP  
IN AND FOR CARSON CITY, STATE OF NEVADA

Name: Neil Schultz

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Landlord/Plaintiff

vs.

Name: Tom Cornwell

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Tenant/Defendant.

Case No.: 18 CV 01196 TC

Dept. No.: \_\_\_\_\_

ORDER REGARDING ILLEGAL LOCKOUT OR  
UTILITY SHUT-OFF

2018 OCT -9 AM 9:53  
CLERK OF THE COURT  
BY [Signature]

FILED

IT IS HEREBY ORDERED that the Tenant's request for relief is:

☐ DENIED, and

☐ Although the Tenant did not prevail, the Court hereby waives the assessment of costs of fees  
against the Tenant.

☐ Tenant shall be assessed \$ \_\_\_\_\_ in costs and fees for failure to prevail in this  
case.

OR

☒ GRANTED, and Tenant is entitled to the following relief:

☐ Statutory damages in the amount of \$1,000.00.

☐ Additional damages in the amount of \$ \_\_\_\_\_.

☒ No damages.

1 AND LANDLORD IS HEREBY ORDERED TO RESTORE.

2 ☐ Access to the premises.

3 ☒ All utilities and essential services that were previously terminated; and

4 ☒ LANDLORD IS HEREBY ENJOINED FROM COMMITTING FURTHER VIOLATIONS OF NRS  
5 118A.390. IF LANDLORD COMMITS ANY FUTURE VIOLATIONS, LANDLORD MAY BE  
6 HELD IN CONTEMPT OF COURT; and

7 ☐ Landlord shall be assessed \$ \_\_\_\_\_ in costs and fees for failure to prevail in  
8 this case.

9 ☒ The Court hereby waives the assessment of costs and fees against Landlord.

10  
11 IT IS SO ORDERED.

12  
13 Date

10/09/18

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JUSTICE OF THE PEACE

1  
2 Pursuant to JCRC5(b), I certify that I am an employee of the Justice/Municipal Court in  
3 and for Carson City, Department II and that on this 9<sup>TH</sup> day of OCTOBER, 2018, I served the  
4 foregoing ORDER REGARDING ILLEGAL LOCKOUT OR UTILITY SHUT-OFF signed  
5 OCTOBER 9, 2018 by regular mail to:

6  
7 NEIL SHULTZ  
8 P.O BOX 994  
9 ZEPHYR COVE, NV. 89448

10 JOHN S. BARTLETT  
11 777 E WILLIAM ST STE 201  
12 CARSON CITY, NV 89701

13 TOM CORNWELL  
14 2355 COLUMBIA WAY  
15 CARSON CITY, NV. 89706  
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1                   **IN THE JUSTICE COURT OF CARSON TOWNSHIP**  
2                     
3                   **IN AND FOR CARSON CITY, STATE OF NEVADA**

4 NEIL SCHULTZ

Plaintiff,

6 vs.

7 JOHN DOE OR TENANTS UNKNOWN

8 Defendant

) Case No.: 19 EV 00089 1C  
)  
)

**ORDER SETTING HEARING**

2019 JAN 28 PM 4:49  
JUSTICE OF THE PEACE  
BY [Signature] CLERK

11 TO: Neil Schultz

AND

John Doe

12 P.O. Box 994

2355 Columbia Way

13 Zephyr Cove, NV. 89448

Carson City, NV 89706

14  
15 You and each of you will please take notice that the undersigned Justice of the Peace,  
16 before whom the above-entitled cause is pending, has set the time and date for a hearing of said  
17 action for the 1<sup>st</sup> day of February, 2019, at the hour of 10:30 a.m.

18 Eviction Hearing

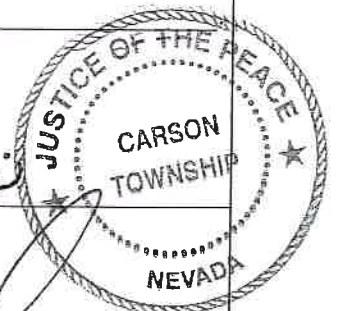
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20 DATED this 28<sup>th</sup> day of January, 2019.

21 *Kristi N. Lewis*

22 Justice of the Peace

23  
24 By: [Signature]

Clerk



IN THE JUSTICE COURT OF CARSON TOWNSHIP

IN AND FOR CARSON CITY, STATE OF NEVADA

Neil Schultz  
LANDLORD

vs.

John Doe & Unknown  
TENANT

CASE NO.

19EJ0008916

2019 JAN 28 PM 4:13  
JUSTICE OF THE PEACE

BY

CLERK

**AFFIDAVIT OF TENANT**

STATE OF NEVADA )

CARSON CITY )

SS

The undersigned Affiant being first duly sworn, deposes and says:

1. That he/she is the tenant of certain dwellings or apartments within the jurisdictional confines of Carson City, Nevada.

2. That your Affiant <sup>owned</sup> ~~rented~~ a certain dwelling or apartment

from May 2003

located at 2355 Columbia Way

on \_\_\_\_\_, with periodic rental payments reserved by the month or for a shorter period of time.

3. That your Affiant has complied with the rental terms as agreed with the landlord for payment of same, and is not in default or arrears in payment of rent.

OR

☒ 4. That your Affiant has <sup>owned property</sup> ~~complied with the terms of the rental contract~~, and is not in breach of said contract.

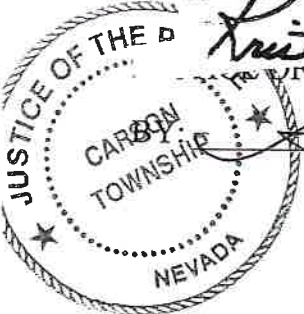
WHEREFORE, your Affiant prays for a hearing in this Court pursuant to NRS Chapter 40 as amended.

X J. Doe  
TENANT

SUBSCRIBED and SWORN to before me this 28 day of January, 2019.

Kristin N. Lewis  
JUSTICE OF THE PEACE

CLERK



OFFICIAL RECEIPT  
CARSON CITY JUSTICE COURT  
885 EAST MUSSER ST  
STE 2007  
CARSON CITY, NV 89701

Date: 02/01/2019 Citation: Case Number: 19 EV 00089 1C Receipt: 373893

LANDLORD: SCHULTZ, NEIL E  
TENANT: DOE, JOHN

ID Number:

RECEIVED FROM:  
SCHULTZ, NEIL E  
P.O. BOX 994

ZEPHYR COVE NV 89448

ON BEHALF OF: SCHULTZ, NEIL E

PAYMENT FOR:	AMOUNT
CREDIT CARD PROCESSING FEE Receipt: 373893 Date: 02/01/2019	2.50
TENANT'S AFFIDAVIT Receipt: 373893 Date: 02/01/2019	71.00

PAYMENT TYPE:	REFERENCE NUMBER	AMOUNT PAID
CREDIT CARD	1631	73.50
RECEIPT TOTAL:		73.50
CHANGE:		0.00
BALANCE DUE		0.00

## COMMENTS:

NEXT PAYMENT DATE: NEXT PAYMENT AMOUNT:  
COURT RETURN DATE: 02/22/2019NEXT APPEARANCE DATE:  
02/01/2019 at 10:30 amOPERATOR: 1CJMONTOYA  
RECEIPT LOCATION: PAYMENT CENTER -  
CCJCJUDGE: LUIS, KRISTIN  
LOCATION: DEPT. II

DEPT: 1C



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18 CV 01196 1C

SCHULTZ, NEIL VS CORNWELL, TOM

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11 No Notes

12 No Motions

1 File Tracking

2 In Custody

3 Global Cost

Dismiss

4 System

Notification

5 View Document

6 Docket ID

Display

7 Service Summary

8 Portrait Print

Search Results

Docket Date

Reference

Description

Amt Owed/Amt Dism/Credit

Amount Due

10/5/2018

AFFIRMATION FILED WITH NO SOCIAL SECURITY NUMBERS

10/5/2018

VERIFIED COMPLAINT FOR ILLEGAL LOCKOUT OR UTILITY SHUTOFF

71.00

71.00

OFFICIAL RECEIPT  
CARSON CITY JUSTICE COURT  
885 EAST MUSSER ST  
STE 2007  
CARSON CITY, NV 89701

Date: 02/01/2019 Citation: Case Number: 19 EV 00089 1C Receipt: 373893

LANDLORD: SCHULTZ, NEIL E  
TENANT: DOE, JOHN

ID Number:

RECEIVED FROM:  
SCHULTZ, NEIL E  
P.O. BOX 994

ZEPHYR COVE NV 89448

ON BEHALF OF: SCHULTZ, NEIL E

PAYMENT FOR:	AMOUNT
CREDIT CARD PROCESSING FEE Receipt: 373893 Date: 02/01/2019	2.50
TENANT'S AFFIDAVIT Receipt: 373893 Date: 02/01/2019	71.00

PAYMENT TYPE:	REFERENCE NUMBER	AMOUNT PAID
CREDIT CARD	1631	73.50
RECEIPT TOTAL:		73.50
CHANGE:		0.00
BALANCE DUE		0.00

COMMENTS:

NEXT PAYMENT DATE:  
COURT RETURN DATE: 02/22/2019

NEXT PAYMENT AMOUNT:

NEXT APPEARANCE DATE:  
02/01/2019 at 10:30 am

OPERATOR: 1CJMONTOYA  
RECEIPT LOCATION: PAYMENT CENTER -  
CCJC

JUDGE: LUIS, KRISTIN  
LOCATION: DEPT. II

DEPT: 1C

**EXHIBIT 3**

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APN 08-252-25  
RPTT \$128.70  
ESCROW NO: 118082-KMM

**Grant, Bargain, Sale Deed**

CERTIFIED TO BE A TRUE AND CORRECT  
COPY OF THE ORIGINAL.  
FIRST CENTENNIAL TITLE CO. OF NEVADA

THIS INDENTURE WITNESSETH: That MARY LYNN L. CAVENDER, an unmarried woman

In consideration of \$10.00, the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to

KAREN LYNN CLARKE, A SINGLE WOMAN, AS HER SOLE AND SEPARATE PROPERTY

all that real property situated in the City of CARSON, County of Carson City,

State of Nevada, described as follows:

Lot 25, in Block F, of EAGLE VALLEY MOBILE HOME ESTATES UNIT NO. 4, according to the Official Map thereof filed in the office of the Recorder of Carson City, Nevada, on October 11, 1967, in Book 2 of Maps, page 310, as File No. 28210.

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

Witness his/hers/theirs hand(s) this 2<sup>ND</sup> DAY OF MAY, 2003

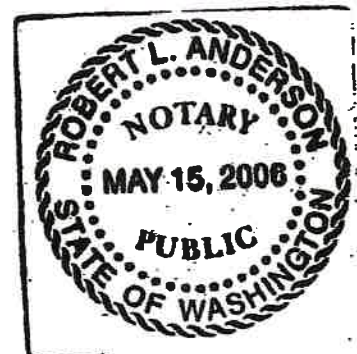
Mary Lynn L. Cavender  
MARY LYNN L. CAVENDER

Washington  
STATE OF NEVADA  
COUNTY OF CARSON CITY  
Thurston

} SS:

This instrument was acknowledged before me on May 16 2003,  
by \_\_\_\_\_

[Signature]  
NOTARY PUBLIC



Escrow No. 118082-KMM

SPACE BELOW FOR RECORDER'S USE

AND WHEN RECORDED MAIL TO:

KAREN LYNN CLARKE  
2355 COLUMBIA WAY  
CARSON CITY, NV

MAIL TAX STATEMENTS TO:

SAME AS ABOVE

FILED FOR RECORD  
AT THE REQUEST OF

3 MAY -8 P3:30

FILE NO. 297677  
ALAN GLOVER  
CARSON CITY RECORDER  
FEE\$ DEP.

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## **EXHIBIT 4**

**DO NOT DESTROY THIS NOTE:** When paid, this note, with Deed of Trust securing same, must be surrendered to Trustee for cancellation before reconveyance will be made.

**NOTE SECURED BY DEED OF TRUST  
(INSTALLMENT - INTEREST INCLUDED)**

ORDER # 118082-KMM

\$ 32,000.00

Carson City, NV.

May 6, 2003

FOR VALUE RECEIVED, I/we promise to pay in lawful money of the United States of America, to or order, at place designated by payee the principal sum of THIRTY-TWO THOUSAND DOLLARS (\$ 32,000.00), with interest in like lawful money from MAY 5, 2003, at NINE per cent (9%) per annum on the amounts of principal sum remaining unpaid from time to time. Principal and interest payable in monthly installments of THREE HUNDRED AND SIX Dollars AND 82/100 (\$ 306.82), or more each, on the FIRST (1<sup>ST</sup>) day of each and every MONTH beginning on the 5<sup>th</sup> DAY OF JUNE, 2003

and continuing JUNE 5, 2008.

The DEED OF TRUST securing the within note contains the following provisions:

"In the event the herein described property or any part thereof, or any interest therein is sold, agreed to be sold, conveyed or alienated by the trustor, or by the operation of law or otherwise, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, at the option of the holder hereof and without demand or notice shall immediately become due and payable."

This loan is amortized over 17 years, YET due and payable in 5 Years. At the end of 5 years Note is Re-Negotiable, to extend.

Any Installment that is not received within Ten days of the due date specified herein, will be assessed with a late charge of \$25.00

Each payment shall be credited first on interest then due; and the remainder on principal; and the interest shall thereupon cease upon the principal so credited. Should default be made in payments, of any installment of principal and interest, the whole sum of principal and interest shall, at the option of the holder of this note, become immediately due. Principal and interest payable in lawful money of the United States. If action be instituted on this note, the undersigned promises to pay such sum as the Court may adjudge as attorney's fees. This note is secured by a DEED OF TRUST to First Centennial Trust Deed Services, Inc., a Nevada Corporation.

**BUYER:**

CERTIFIED TO BE A TRUE AND CORRECT  
COPY OF THE ORIGINAL  
FIRST CENTENNIAL TITLE CO. OF NEVADA

  
KAREN LYNN CLARKE



## DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 2<sup>nd</sup> day of may, 2003 between KAREN LYNN CLARKE TRUSTOR, whose address is 2355 Columbia Way, Carson City, NV, FIRST CENTENNIAL TRUST DEED SERVICES, INC., A NEVADA CORPORATION TRUSTEE, and GEORGE SOETJE , BENEFICIARY, WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the County of Carson City, State of NEVADA described as:

**Lot 25, in Block F, of EAGLE VALLEY MOBILE HOME ESTATES UNIT NO. 4, according to the Official Map thereof filed in the office of the Recorder of Carson City, Nevada, on October 11, 1967, in Book 2 of Maps, page 310, as File No. 28210.**

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

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority herein after given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the purpose of securing (1) payment of the sum of \$ 32,000.00 with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and all extensions or renewals thereof; and (2) the performance of each agreement of Trustor incorporated herein by reference or contained herein; (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or to his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious Deed of Trust recorded in the office of each County Recorder in the State of Nevada on January 30, 1968, in the book and at the page thereof, or under the document or file number, noted below opposite the name of such county: namely:

COUNTY	BOOK	PAGE	DOC. NO.	COUNTY	BOOK	PAGE	DOC. NO.
Churchill	39 Mortgages	363	115384	Lincoln			45902
Clark	850 Off. Rec.		682747	Lyon	37 Off. Rec.	341	100661
Douglas	57 Off. Rec.	115	40050	Mineral	11 Off. Rec.	129	89073
Elko	92 Off. Rec.	652	35747	Nye	105 Off. Rec.	107	04823
Esmeralda	3-X Deeds	195	35922	Ormsby	72 Off. Rec.	249	32867
Eureka	22 Off. Rec.	138	45941	Pershing	11 Off. Rec.	249	66107
Humboldt	28 Off. Rec.	124	131075	Storey	"S" Mortgages	206	31506
Lander	24 Off. Rec.	168	50782	Washoe	300 Off. Rec.	517	107192
				White Pine	295 R.E. Records	258	

shall inure to and bind the parties hereto, with respect to the property above described. Said agreement, terms and provisions contained in said subdivision A and B, (identical in all counties, and printed on the reverse side hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may change for a statement regarding the obligations secured hereby, provided the charge therefore does not exceed a reasonable amount.

The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address above set forth.

Signature of Trustor

BUYER:

CERTIFIED TO BE A TRUE AND CORRECT  
COPY OF THE ORIGINAL

STATE OF NEVADA  
COUNTY OF CARSON CITY

} SS:

This instrument was acknowledged before me on May 2, 2003  
by Karen Lynn Clarke.

Kathy Macellari  
NOTARY PUBLIC



Escrow No. 118082-KMM

SPACE BELOW FOR RECORDER'S USE

AND WHEN RECORDED MAIL TO:

KAREN LYNN CLARKE

FILED FOR RECORD  
AT THE REQUEST OF

3 MAY -8 P3:30

FILE NO. 2976510

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## **EXHIBIT 5**

apn 008-252-25  
2001-S34S86B

## AFFIDAVIT CONVERSION OF MANUFACTURED HOME/MOBILE HOME TO REAL PROPERTY

### PART 1. TO BE COMPLETED BY APPLICANT

COUNTY OF Carson City

#### MANUFACTURED HOME/MOBILE HOME INFORMATION

1. Owner/Buyer Name Clarence James Childers
2. Physical location of home 2355 Columbia Way, Carson City, NV. 89706
3. Description: Manufacturer Far West Year 1975 Model           
Length 63 Width 24 Serial Number S1031XU
4. New lienholder (if any): Name: None  
Address:
5. Unsecured personal property taxes are paid in full through fiscal year 2001/02. Amount \$

#### LAND MUST BE OWNED BY THE OWNER OF THE MANUFACTURED/MOBILE HOME

1. Assessor's Parcel Number 008-252-25
2. Legal Description: Lot 25 Block E Subdivision ENMHE #4 Other

ALL DOCUMENTS RELATING TO THE HOME AS PERSONAL PROPERTY MUST BE FORWARDED TO THE MANUFACTURED HOUSING DIVISION BEFORE IT CAN BE CONVERTED TO REAL PROPERTY.

### PART 2. OWNER/BUYER NOTARIZED SIGNATURES

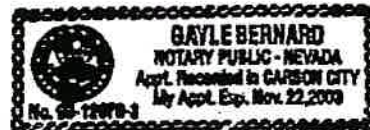
The undersigned, as owner(s)/buyer(s) of the above described manufactured home/mobile home and owner(s) of the land shown above, affirm that the running gear has been removed per NRS 361.244, the home has been installed in accordance with all state and local building codes and agree(s) to the conversion of the above described home to Real Property, understanding that any liens or encumbrances on the unit may become a lien on the land.

Clarence James Childers - Trustee 10-4-01  
Owner/Buyer (Date) Owner/Buyer (Date)

Clarence James Childers, Trustee  
Print or Type Name

Print or Type Name

On October 4, 2001, before me the undersigned, a Notary Public, in and for the State of Nevada, County of Carson City personally appeared Clarence James Childers who acknowledged that he executed this affidavit.



Gayle Bernard Notary Public

WHEN RECORDED MAIL TO:

PART 3. The above described home will be placed on the next tax roll of Carson City County as real property upon receipt of the Real Property Notice. Notice: This conversion is valid only if the above information is true and correct.

FOR RECORDER'S USE ONLY

Dianna Fusano 10/24/01  
Signature of county assessor (Date)

DIANNA FUSANO SR. ACCOUNT CLERK  
Print Name/Title

FILED FOR RECORD  
AT THE REQUEST OF  
FIRST AMERICAN TITLE CO.  
01 OCT 24 P4:11

#### DISTRIBUTION

Send recorded affidavit, all related documents and a check for \$20 to: Manufactured Housing Division  
2501 E Sahara Ave #204 Las Vegas, NV 89104

(This document is for use in Douglas, Esmeralda,  
Eureka, Lincoln and Mineral County.  
Also in Carson City) 5.30.00

FILE NO. 268362  
ALAN GLOVER  
CARSON CITY RECORDER  
FEE \$ 14 - DEP. PA

268362

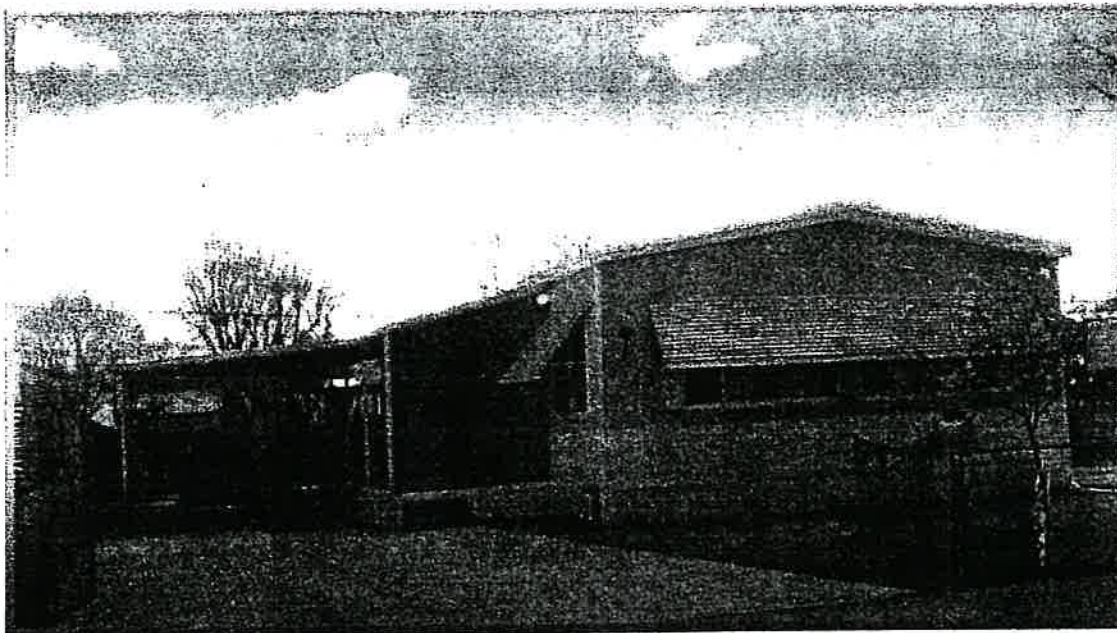
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## **EXHIBIT 6**



**MCCALL**  
REALTY INC.

**2355 COLUMBIA WAY**



THIS UNIT HAS BEEN UPDATED AND IS IN VERY GOOD CONDITION. IT HAS BEEN CONVERTED TO REAL PROPERTY AND IS ON AN 8-POINT FOUNDATION. NEW CARPETING AND PAD WENT IN DURING 2001. THERE ARE FOUR NICE SIZED STORAGE SHEDS ON THE PROPERTY. THE CARPORT WILL COVER TWO CARS AND THERE IS ADDITIONAL OFF-STREET PARKING FOR TWO MORE VEHICLES. THE PROPERTY HAS WOOD AND CYCLONE FENCING AROUND PERIMETER AND A GATED ENTRY. COVERED FRONT AND BACK PORCHES. ASSESSORS RECORDS HAVE THIS UNIT AT 1,512 SQ. FT. AND

LOT SIZE 6,969 SQ. FT. MAKING THIS A BEACHFRONT PROPERTY.

- 1,512 SQ. FT. (Assessor)
- 6,969 S.F.—LOT SIZE
- 4—STORAGE SHEDS
- BUILT IN 1975
- CARPETED IN 2001
- LANDSCAPED/FENCED
- 2 CAR CARPORT
- 1,100 SQ. FT.



**ONLY \$99,900**

CALL DENNIS AT 720-9978, SANDI AT 720-7191  
OR KARI & NANCY AT 885-8200

**MCCALL REALTY INC.**  
"THE SMITH TEAM"  
701 S. CARSON STREET  
CARSON CITY, NV. 89701

TOLL FREE PHONE: 1-800-516-9576  
LOCAL OFFICE - 885-8200  
FAX: 775-885-2131

ALL INFORMATION IS DEEMED ACCURATE; BUT BROKER AND AGENTS CANNOT GUARANTEE ITS ACCURACY.

**MCCALL**  
REALTY INC.

*Sandy - 841-5232-14  
720-7191-C*

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## **EXHIBIT 7**



**STATE OF NEVADA  
DECLARATION OF VALUE**

1. Assessor Parcel Number(s) 08-252-25

2. Type of Property:

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

FOR RECORDERS OPTIONAL USE ONLY	
Document Instrument No.:	297677
Book:	Page:
Date of Recording:	
Notes: MAY - 8 2003	

108.90  
19.80

3. Total Value/Sales Price of Property:

\$99,000.00

Deed in Lieu of Foreclosure Only (value of property)

\$

Transfer Tax Value:

\$99,000.00

Real Property Transfer Tax Due:

\$128.70

4. If Exemption Claimed

a. Transfer Tax Exemption, per NRS 375.090, Section \_\_\_\_

b. Explain Reason for Exemption: \_\_\_\_\_

5. Partial Interest: Percentage being transferred: \_\_\_\_\_ %

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

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

Signature: [Signature] Capacity: GRANTEE

Signature: [Signature] Capacity: GRANTOR

**SELLER (GRANTOR) INFORMATION**  
(Required)

Print Name: MARYLYNN L. CAWENDER

Address: 3719 Hawthorne S.E.

City/State/Zip: Alynn, WA 98501

**BUYER (GRANTEE) INFORMATION**  
(Required)

Print Name: KAREN LYNNE CLARK

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

**COMPANY REQUESTING RECORDING**

Co. Name: First Centennial Title Company of Nevada

Esc #: 118082-KMM

Address: 716 N. Carson St., Ste. 100, Carson City, NV 89701

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)

APN 08-252-25  
RPTT \$128.70  
ESCROW NO: 118082-KMM

**Grant, Bargain, Sale Deed**

THIS INDENTURE WITNESSETH: That MARY LYNN L. CAVENDER, an unmarried woman

In consideration of \$10.00, the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to  
KAREN LYNN CLARKE , A SINGLE WOMAN, AS HER SOLE AND SEPARATE PROPERTY  
all that real property situated in the City of CARSON, County of Carson City,  
State of Nevada, described as follows:

**Lot 25, in Block F, of EAGLE VALLEY MOBILE HOME ESTATES UNIT NO. 4, according to the Official Map thereof filed in the office of the Recorder of Carson City, Nevada, on October 11, 1967, in Book 2 of Maps, page 310, as File No. 28210.**

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

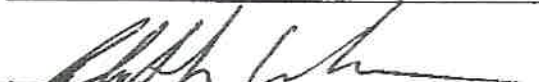
Witness his/hers/theirs hand(s) this 2<sup>ND</sup> DAY OF MAY, 2003

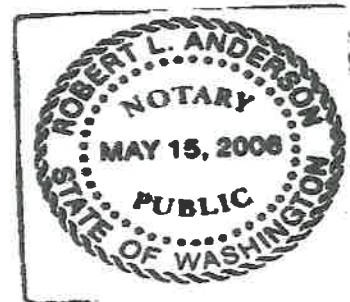
  
MARY LYNN L. CAVENDER

*Washington*  
STATE OF NEVADA  
COUNTY OF CARSON CITY  
*Thurston*

} SS:

This instrument was acknowledged before me on May 16 2003  
by \_\_\_\_\_

  
NOTARY PUBLIC



Escrow No. 118082-KMM

SPACE BELOW FOR RECORDER'S USE

AND WHEN RECORDED MAIL TO:

KAREN LYNN CLARKE  
2355 COLUMBIA WAY  
CARSON CITY, NV

MAIL TAX STATEMENTS TO:

SAME AS ABOVE

FILED FOR RECORD  
AT THE REQUEST OF  
First Centennial Title Co.  
3 MAY -8 P3:30

FILE NO. 297677  
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## **EXHIBIT 8**

**Note Modification**  
for  
2355 Columbia Way  
Carson City, NV. 89706  
&  
***Karen Lynne Clarke***

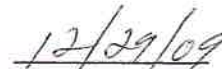
This note modification pertains to the Note & Deed of Trust executed by Karen Lynn Clarke in favor of: George Soetje on May 2, 2003.


Said Note is modified as follows:

- 1.) Principal Balance to be *increased* by **\$4,000.00**
- 2.) New Balance shall be: **\$34,000.00**
- 3.) New Payment to be: **\$375.00 per mo.**
- 4.) Interest rate is **10% per annum.**

***All other terms & conditions to remain the same.***

  
George Soetje/Beneficiary

  
Date

  
Karen Lynne Clarke/Trustor

  
Date

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## **EXHIBIT 9**

**PAYMENTS MADE TO GEORGE SOETJI  
FOR PROPERTY AT 2355 COLUMBIA WAY, CARSON CITY, NEVADA 89706**

(This is the proof that I have located so far –  
Still have a couple boxes to go through, will keep working on it)

These Money Orders were sent via U.S. Postal Service, Certified, Return Receipt (have copies):

05.04.2011	\$ 410.00	No Copy of Money Order – Signed for by GS on
05/11/2011		
06.07.2011	\$ 410.00	MO #14298210362 – Signed for by GS on
06/10/2011		
09.02.2011	\$ 410.00	MO #14337516734 – Signed for by GS on
09/13/2011		

These are Money Order sent via U.S. Postal Service, Regular Mail (have copies of Money Orders):

11.05.2011	\$ 410.00	MO #14395421548
11.14.2011	\$ 410.00	MO #14421373266
01.03.2012	\$ 410.00	MO #14427260043
02.09.2012	\$ 410.00	MO #19489406253
04.04.2012	\$ 410.00	MO #19892171621
06.13.2012	\$ 410.00	MO #19994670573
08.03.2012	\$ 410.00	MO #14539603543
08.31.2012	\$ 410.00	MO #20075814797
11.05.2012	\$ 410.00	MO #19320176902
12.05.2012	\$ 410.00	MO #20571743316

These were mostly written via check from Checking Account at Greater Nevada Credit Union, taken off Statements On-Line:

04.04.2013	\$ 410.00	Check No. 500
09.11.2013	\$2,000.00	Check No. 510 (Check Number is Faint)
11.04.2013	\$ 410.00	Check No. 514
03.03.2014	\$1,230.00	Check No. 515
05.05.2014	\$ 410.00	MO #59129174050
06.05.2014	\$ 410.00	Check No 516
08.06.2014	\$ 820.00	Check No. 518
11.17.2014	\$ 410.00	Check No. 519
12.04.2014	\$ 410.00	Check No. 520
02.03.2015	\$ 410.00	Check No. 521
04.10.2015	\$ 410.00	Check No. 522
06.05.2015	\$ 410.00	Check No. 523
07.11.2015	\$ 410.00	Check No. 512
01.19.2016	\$ 410.00	Check No. 526
03.12.2016	\$1,200.00	Money Order – Number is Mangled
05.14.2016	\$ 410.00	Check No. 525
05.17.2016	\$ 800.00	Bank Cashier's Check No. 119282 – Greater Nevada Credit Union

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## **EXHIBIT 10**



PREPARED BY:  
Karen Lynn Clarke  
2355 Columbia Way  
Carson City, NV 89706

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:  
Thomas Lehman Cornwell  
2355 Columbia Way  
Carson City, NV 89706

MAIL TAX STATEMENTS TO:  
Thomas Lehman Cornwell  
2355 Columbia Way  
Carson City, NV 89706

APN 8-252-25

REQUEST OF  
T. L. Cornwell

2017 FEB 14 AM 11:25

FILE NO. 472414

SUSAN HERRIWETHER  
CARSON CITY RECORDER

FEES 10.00 DEP. A

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

## QUITCLAIM DEED

### KNOW ALL MEN BY THESE PRESENTS THAT:

THIS QUITCLAIM DEED, made and entered into on the 9th day of February, 2017, between Karen Lynn Clarke, a single person, whose address is 2355 Columbia Way, Carson City, Nevada 89706 ("Grantor"), and Thomas Lehman Cornwell, a single person, whose address is 2355 Columbia Way, Carson City, Nevada 89706 ("Grantee").

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby Remises, Releases, AND FOREVER Quitclaims to Grantee, the property located in County, Carson Nevada, described as:

Lot 25, in Block F, of EAGLE VALLEY MOBILE HOME ESTATES UNIT NO. 4, according to the Official Map thereof filed in the office of the Recorder of Carson City, Nevada, on October 11, 1967, in Book 2 of Maps, Page 310, as File No. 28210.

Method of obtaining description: Amicable decision between two parties no longer a team

Being the same property conveyed in the County Register's General Warranty Deed, Book 2, Page 310.

SUBJECT TO all, if any, valid easements, rights of way, covenants, conditions, reservations and restrictions of record.

Grantor grants all of the Grantor's rights, title and interest in and to all of the above described property and premises to the Grantee, and to the Grantee's heirs and assigns forever in fee simple, so that neither Grantor nor Grantor's heirs legal representatives or assigns shall have,

472414

claim, or demand any right or title to the property, premises, or appurtenances, or any part thereof.

Tax/Parcel ID Number: APN 08-252-25

IN WITNESS WHEREOF the Grantor has executed this deed on the 9<sup>th</sup> day of February, 2017.

Date

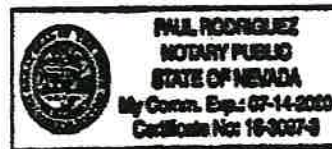
Karen Lynn Clarke  
Karen Lynn Clarke, Grantor

State of Nevada  
County of Carson City

This instrument was acknowledged before me on the 9<sup>th</sup> day of February, 2017 by Karen Lynn Clarke.

Paul Rodriguez  
Notary Public Signature

Personal Banker  
Title or Rank



IN WITNESS WHEREOF the Grantee has executed this deed on the 9<sup>th</sup> day of February, 2017.

Date

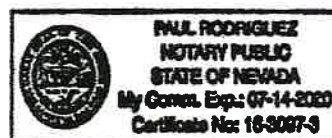
Thomas Lehman Cornwell  
Thomas Lehman Cornwell, Grantee

State of Nevada  
County of Carson City

This instrument was acknowledged before me on the 9<sup>th</sup> day of February, 2017 by Thomas Lehman Cornwell.

Paul Rodriguez  
Notary Public Signature

Personal Banker  
Title or Rank



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## **EXHIBIT 11**

A. P. No. 008-252-25  
Foreclosure No. 17935

RECORDED AT THE REQUEST OF  
FIRST CENTENNIAL - RENO (MAIN  
04/23/2018 10:07AM  
FILE NO.484549  
SUSAN MERRIWETHER  
CARSON CITY RECORDER  
FEE \$285.00 DEP LRD

When recorded mail to:  
Allied Foreclosure Services  
1000 Caughlin Crossing, #30  
Reno, NV 89519

**AFFIRMATION PURSUANT TO  
NRS 111.312(1) (2) AND 239B.030(4)**

*Pursuant to NRS 239B.030, the undersigned, hereby  
affirm(s) that the below document, including any exhibits,  
hereby submitted for recording does not contain the social  
security number of any person or persons.*

**NOTICE OF DEFAULT  
AND ELECTION TO SELL**

TO WHOM IT MAY CONCERN:

WHEREAS, on May 2, 2003, KAREN LYNN CLARKE, executed as Trustor a Deed of Trust with Assignment of Rents wherein FIRST CENTENNIAL TRUST DEED SERVICES, INC., a Nevada corporation is Trustee for GEORGE SOETJE, Beneficiary, as security for the payment of a Promissory Note made, executed and delivered on May 6, 2003, which said Deed of Trust was recorded May 8, 2003, as Document No. 297678, Official Records, Carson City, Nevada; and

WHEREAS, the obligation evidenced by the above described Promissory Note was amended and modified by that certain Note Modification dated June 13, 2006; and

WHEREAS, the obligation evidenced by the above described Promissory Note was further amended and modified by that certain Note Modification dated December 22, 2009; and

WHEREAS, the beneficial interest of GEORGE SOETJE in said Promissory Note and the Deed of Trust secured thereby was assigned to NEIL E. SCHULTZ and OLIVIA S. WEISE, as

Trustees of THE NEIL E. SCHULTZ TRUST dated January 29, 2016, as evidenced by that certain Assignment of Deed of Trust, recorded March 30, 2018, Document No. 483939, Official Records, Carson City, Nevada;

WHEREAS, the undersigned is in actual or constructive possession of the original Note secured by the Deed of Trust; and

WHEREAS, AUTOMATIC FUNDS TRANSFER SERVICES, INC., a Washington corporation, dba ALLIED TRUSTEE SERVICES, was substituted as Trustee under said Deed of Trust, in the place and stead of FIRST CENTENNIAL TRUST DEED SERVICES, INC., a Nevada corporation by document recorded concurrently herewith; and

WHEREAS, AUTOMATIC FUNDS TRANSFER SERVICES, INC., dba ALLIED TRUSTEE SERVICES, has the authority to exercise the power of sale with respect to the property encumbered by the Deed of Trust pursuant to the instruction of the undersigned; and

WHEREAS, WHEREAS, the principal of the foregoing note, together with accrued interest, was all due and payable on June 5, 2008; however, on the date of maturity of said note, Beneficiary did not demand the payment in full of same, but rather, allowed the makers to continue with the monthly installments provided therein; and

WHEREAS, a breach of the obligation for which said transfer in trust as security was made has occurred in that default has been made in the failure to pay the installment of principal and interest due on June 5, 2010, and in the failure to pay each such monthly installment that thereafter became due, in the failure to pay the real property taxes for the fiscal year 2017-2018 which became a lien upon the trust premises; and in the failure to perform any other term, covenant or condition contained in the Deed of Trust securing the Promissory Note and to be performed by Trustor, whether such failure to perform occurred prior to or subsequent to the date hereof, together with penalties and advances that have been incurred or made or will be incurred or made during the period of default;

NOTICE IS HEREBY GIVEN that the undersigned has elected to consider all of the unpaid balance of principal and interest to be due in consequence of said default, together with attorney's fees and costs that have been incurred and will hereafter accrue, all in accordance with the terms of said Promissory Note and Deed of Trust, and the undersigned has elected to sell or cause to be sold the real property commonly known as 2355 Columbia Way, Carson City, Nevada, and described in said Deed of Trust to satisfy said obligation.

To obtain further information with respect to this Notice of Default and Election To Sell, contact the Foreclosure Office of Foreclosure Office of Allied Foreclosure Services, 1000 Caughlin Crossing, #30, Reno, Nevada 89519, Telephone No. (775) 851-0881, between the hours of 9:00 A.M. and 5:00 P.M., Monday through Friday.

Attached hereto is the Affidavit of Authority to Exercise the Power of Sale which is hereby incorporated herein by this reference.

DATED: April 17<sup>th</sup>, 2018.

Neil E. Schultz  
Neil E. Schultz, Trustee

Olivia A. Weise  
Olivia A. Weise, Trustee

STATE OF Nevada )  
COUNTY OF Washoe ) SS.

This instrument was acknowledged before me on April 17, 2018, by NEIL E. SCHULTZ, as Trustee of THE NEIL E. SCHULTZ TRUST dated January 29, 2016.

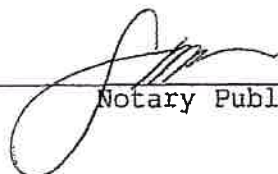
Samantha Moore  
Notary Public





STATE OF *Nevada* )  
COUNTY OF *Washoe* ) SS.  
)

This instrument was acknowledged before me on  
*April 17th*, 2018, by OLIVIA S. WEISE, as Trustee  
of THE NEIL E. SCHULTZ TRUST dated January 29, 2016.

  
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Notary Public





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## **EXHIBIT 12**



# Allied Foreclosure Services

FCL No.: 17935

Deed of Trust Document No.: 297678

Parcel Number: 008-252-25

CERTIFIED MAIL: 7018 0360 0000 6085 3445

Monday, April 23, 2018

Thomas Lehman Cornwell  
2355 Columbia Way  
Carson City, Nevada 89702

**THIS NOTICE IS SENT FOR THE PURPOSE OF COLLECTING A DEBT. THIS FIRM IS ATTEMPTING TO COLLECT A DEBT ON BEHALF OF THE HOLDER AND OWNER OF THE NOTE. ANY INFORMATION OBTAINED BY OR PROVIDED TO THIS FIRM OR THE CREDITOR WILL BE USED FOR THAT PURPOSE.**

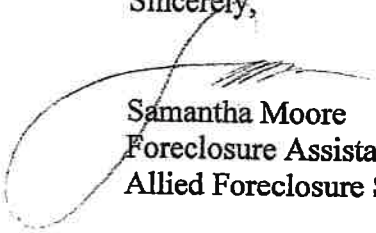
Thomas Lehman Cornwell:

Enclosed herewith please find a conformed copy of the Notice of Default and Election to Sell, recorded on April 23, 2018, as Document No: 484549 in the official records of Carson City, Nevada. You are receiving this document because you are listed on the Trustee Sale Guarantee. As such we are required to notify you under Nevada statute.

The undersigned, having been duly appointed as Trustee under and by virtue of the instrument recorded April 23, 2018, does hereby notify you that the entire principal balance plus any accrued fees, late charges and advances must be paid in full on or before 5:00 p.m. on July 23, 2018. Failure to do so will result in the advertising of the foreclosure sale of your property.

Please contact the undersigned at (775) 851-0881 for the amount necessary to cure this foreclosure and rescind the Notice of Default and Election to Sell. Should you have further questions or concerns, please do not hesitate to contact our office.

Sincerely,

  
Samantha Moore  
Foreclosure Assistant  
Allied Foreclosure Services

Enclosures  
cc: regular mail

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## **EXHIBIT 13**

# FIRST CENTENNIAL TRUST DEED SERVICES, INC.

Business Entity Information			
Status:	Permanently Revoked	File Date:	08/08/1977
Type:	Domestic Corporation	Entity Number:	C3479-1977
Qualifying State:	NV	List of Officers Due:	08/31/2005
Managed By:		Expiration Date:	
Foreign Name:		On Admin Hold:	No
NV Business ID:	NV19771005394	Business License Exp:	

Registered Agent Information			
Name:	JUDITH A. OTTO, LTD.	Address 1:	3748 LAKESIDE DR STE 102
Address 2:		City:	RENO
State:	NV	Zip Code:	89509
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	NV
Mailing Zip Code:			
Agent Type:	Commercial Registered Agent - Corporation		
Jurisdiction:	NEVADA	Status:	Active

[View all business entities under this registered agent \(\)](#)

Financial Information			
No Par Share Count:	0	Capital Amount:	\$ 75,000.00
Par Share Count:	75,000.00	Par Share Value:	\$ 1.00

Officers	<input type="checkbox"/> Include Inactive Officers
----------	--

## Treasurer - RENITA BROWN

Address 1:	1450 RIDGEVIEW DRIVE	Address 2:	SUITE 100
City:	RENO	State:	NV
Zip Code:	89509	Country:	
Status:	Active	Email:	

## Secretary - MARLENE KELLY

Address 1:	1450 RIDGEVIEW DRIVE	Address 2:	SUITE 100
City:	RENO	State:	NV
Zip Code:	89509	Country:	
Status:	Active	Email:	

## President - JAMES O LYON

Address 1:	1450 RIDGEVIEW DRIVE	Address 2:	SUITE 100
City:	RENO	State:	NV
Zip Code:	89509	Country:	
Status:	Active	Email:	

## Actions\Amendments

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## **EXHIBIT 14**

SENT: CERTIFIED MAIL

Samantha Moore  
Foreclosure Assistant  
Allied Foreclosure Services  
1000 Caughlin Crossing, Suite 30  
Reno, NV 89519

Dear Ms. Moore:

My name is Thomas Cornwell and I am writing in regards to the unlawful foreclosure proceedings that you initiated on the property located at 2355 Columbia Way, Carson City, NV (hereafter "the property"). The initiation of this foreclosure, and the circumstances surrounding its execution, are not only problematic but in violation of state and federal law. Accordingly, I demand that you cease all foreclosure proceedings or I will initiate formal legal action against you.

I have lived at the property since it was purchased by my ex-wife, Karen Lynn Clarke, in 2003. At that time, Ms. Clarke took out a loan of \$32,000 from George Soetje to purchase the home. On February 9, 2017, I purchased the home by Quitclaim Deed from Ms. Clarke and assumed the remainder of the loan owed to Mr. Soetje. Mr. Soetje and I agreed that I would pay off the remainder of the loan in a lump sum when I received a pending settlement. Unbeknownst to me, Mr. Soetje sold the loan at some time in the last year. However, neither Mr. Soetje nor the new holder informed me. On April 23, 2018, I received a Notice of Default and Election to Sell for the property.

This Notice of Default is fatally deficient. Pursuant to NRS 107.08, a beneficiary may only proceed with a foreclosure where the obligor has received a written statement of:

- (I) The amount of payment required to make good the deficiency in performance or payment, avoid the exercise of the power of sale and reinstate the terms and conditions of the underlying obligation or debt existing before the deficiency in performance or payment, as of the date of the statement;
- (II) The amount in default;
- (III) The principal amount of the obligation or debt secured by the deed of trust;
- (IV) The amount of accrued interest and late charges;
- (V) A good faith estimate of all fees imposed in connection with the exercise of the power of sale; and
- (VI) Contact information for obtaining the most current amounts due and the local or toll-free telephone number described in subparagraph (4).

Here, however, the Notice of Default I received did not include I, II, III, IV, and V. In fact, the only information given to me is a toll free number required by VI. Because Nevada Law makes clear that all information, not just a number to obtain the information, must be given by written statement to an obligor, the notice is fatally flawed and foreclosure proceedings must cease. If

foreclosure proceedings continue, I will seek to enjoin the foreclosure, seek damages of up to \$5000, and seek to recover attorney's fees pursuant to NRS 107.080.

Moreover, Nevada Law makes clear that an obligor is entitled to opt into the Nevada Foreclosure Mediation Program at the moment they receive a Notice of Default and Election to Sell. It is the responsibility of the beneficiary to provide the obligor with the necessary paperwork to enter into the program within 10-days of receipt of the Notice of Default. Your office failed to send the required documents and notice that I may enter into the mediation program and therefore the Notice of Default is legally insufficient. Again, and attempt to move forward under this Notice of Default will result in suit for damages and fees.

If you have any questions, you may reach me at \_\_\_\_\_

Sincerely,

\_\_\_\_\_  
Thomas Cornwell

\_\_\_\_\_  
Date



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## **EXHIBIT 15**



## Allied Foreclosure Services

1000 Caughlin Crossing, Suite 30 | Reno, Nevada 89519

Phone (775) 851-0881 | Fax (844) 273-6678

August 9, 2018

Thomas Cornwell  
2355 Columbia Way  
Carson City, NV 89704

Re: Allied FCL No. 17935; CLARKE/SCHULTZ

Dear Mr. Cornwell:

I have received your letter addressed to my assistant, Samantha Moore. Enclosed please find a letter from the Supreme Court of Nevada from a previous foreclosure stating that because the home is personal property, and not included in our lien, it does not qualify for mediation. We are foreclosing on the land only. At this time we have the foreclosure sale set for August 23, 2018, at 2:00 PM. Contact our office to pay the lien in full.

Feel free to contact me should you have further questions.

Sincerely,

Geneva Martinkus  
Foreclosure Officer

This document doesn't show any correlation to property in question?

Supreme Court of Nevada  
ADMINISTRATIVE OFFICE OF THE COURTS



ROBIN SWEET  
Director and  
State Court Administrator

JOHN MCCORMICK  
Assistant Court Administrator  
Judicial Programs and Services

RICHARD A. STEFANI  
Deputy Director  
Information Technology

VERISE V. CAMPBELL  
Deputy Director  
Foreclosure Mediation

April 26, 2016

[REDACTED]  
[REDACTED]  
[REDACTED]

Re: APN: [REDACTED]

Dear [REDACTED]:

We have received documents from you concerning participation in the Foreclosure Mediation Program. After further review:

☒ Your property is not eligible for this program because:

- ☒ Your home is not Real Property; it is Personal Property as describe on the County Assessor's site since there is no permanent foundation.
- ☐ Your property is not an owner-occupied residence.
- ☐ The homeowner failed to mail in the required fees to the Administrator within the required time limit.
- ☐ The homeowner failed to mail in your election to Mediate to the Administrator within the required time limit.

A refund will be processed for this case and will be submitted under separate cover. If you have any questions do not hesitate to contact me at (775) 684-1780; [laquire@nvcourts.nv.gov](mailto:laquire@nvcourts.nv.gov), if you have any further questions.

Sincerely,

A handwritten signature in cursive script, appearing to read "Linda Aguirre".

Linda Aguirre  
Foreclosure Mediation Intake Manager

CC: Allied Foreclosure Services

Supreme Court Building ♦ 201 South Carson Street, Suite 250 ♦ Carson City, Nevada 89701 ♦ (775) 684-1700 ♦ Fax (775) 684-1723  
Regional Justice Center ♦ 200 Lewis Avenue, 17<sup>th</sup> floor ♦ Las Vegas, Nevada 89101

A. P. No. 008-252-25  
Foreclosure No. 17935

When recorded mail to:  
Allied Foreclosure Services  
1000 Caughlin Crossing, #30  
Reno, NV 89519

**AFFIRMATION PURSUANT TO  
NRS 111.312(1) (2) AND 239B.030(4)**

Pursuant to NRS 239B.030, the undersigned, hereby affirm(s) that the below document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons.

**NOTICE OF TRUSTEE'S SALE**

WHEREAS, GEORGE SOETJE is the owner and holder of that certain obligation evidenced by a Promissory Note dated May 6, 2003, and secured by that certain real property as evidenced by a Deed of Trust with Assignment of Rents executed by KAREN LYNN CLARKE, Trustor, to FIRST CENTENNIAL TRUST DEED SERVICES, INC., a Nevada corporation, Trustee for GEORGE SOETJE, Beneficiary, which Deed of Trust was dated May 2, 2003, and recorded May 8, 2003, as Document No. 297678 Official Records, Carson City, Nevada; and

WHEREAS, the obligation evidenced by the above described Promissory Note was amended and modified by that certain Note Modification dated June 13, 2006; and

WHEREAS, the obligation evidenced by the above described Promissory Note was further amended and modified by that certain Note Modification dated December 22, 2009; and

WHEREAS, the beneficial interest of GEORGE SOETJE in said Promissory Note and the Deed of Trust secured thereby was assigned to NEIL E. SCHULTZ and OLIVIA S. WEISE, as Trustees of THE NEIL E. SCHULTZ TRUST dated January 29, 2016, as evidenced by that certain Assignment of Deed of

---

LAW OFFICES OF JUDITH A. OTTO, LTD. + 3748 LAKESIDE DRIVE, SUITE 102 + RENO, NEVADA 89509

Trust, recorded March 30, 2018, Document No. 483939,  
Official Records, Carson City, Nevada;

WHEREAS, AUTOMATIC FUNDS TRANSFER SERVICES, dba ALLIED TRUSTEE SERVICES, was substituted as Trustee under said Deed of Trust in the place and stead of FIRST CENTENNIAL TRUST DEED SERVICES, INC., by document recorded April 23, 2018, as Document No. 484548, Official Records, Carson City, Nevada; and

WHEREAS, default has been made by said Trustor in the payment of the debt evidenced by the Promissory Note for which said Deed of Trust is security, and the said GEORGE SOETJE did cause Notice of Default and Election To Sell under said Deed of Trust to be recorded on April 23, 2018, as Document No. 484549, Official Records, Carson City, Nevada; and

WHEREAS, GEORGE SOETJE has made demand upon said Trustee that said Trustee proceed to sell the land and premises described in said Deed of Trust;

NOW, THEREFORE, pursuant to said demand, and in accordance with the terms and under the authority of said Deed of Trust, said AUTOMATIC FUNDS TRANSFER SERVICES, dba ALLIED TRUSTEE SERVICES, as such Trustee, does hereby give notice that on the 23rd day of August, 2018, at the hour of 2:00 o'clock P.M. on said day, at the front entrance to the Carson City Courthouse, located at 885 E. Musser Street, in Carson City, Nevada, said Trustee will sell at public auction to the highest bidder, for current lawful money of the United States of America, all that certain real property situate in Carson City, State of Nevada, that is described as follows:

Lot 25, in Block F, of EAGLE VALLEY MOBILE HOME ESTATES UNIT NO. 4, according to the map thereof, filed in the office of the County Recorder of Carson City, Nevada, on October 11, 1967, in Book 2 of Maps, Page 310, as File No. 28210.

EXCEPTING THEREFROM any mobile home or manufactured housing unit and appurtenances, if any, located on said land.

TOGETHER WITH the improvements thereon, and all and singular the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and

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reversions, remainder and remainders, rents, issues and profits thereof.

The property address is purported to be 2355 Columbia Way, Carson City, Nevada. The current outstanding principal balance is approximately \$ 38,000.00, which is owed together with interest, late charges, advances, interest on advances, foreclosure fees and costs, and other expenses or costs not herein disclosed. The opening bid amount may be more or less than the outstanding principal balance as indicated.

The undersigned disclaims any liability for the accuracy of the above-described address, APN, or principal balance. Verification of such information can be requested during normal business hours at the office of the Trustee, whose address is 1000 Caughlin Crossing, #30, Reno, Nevada 89519, Telephone No. (775) 851-0881.

DATED: JULY 30, 2018.

AUTOMATIC FUNDS TRANSFER  
SERVICES, dba ALLIED TRUSTEE  
SERVICES

By: Gene Martin

Its: manager

STATE OF NEVADA                    )  
  ) SS.  
COUNTY OF WASHOE                )

This instrument was acknowledged before me on JULY 30, 2018, by Gene Martin as manager of/for AUTOMATIC FUNDS TRANSFER SERVICES, dba ALLIED TRUSTEE SERVICES.

[Signature]  
Notary Public



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## **EXHIBIT 16**



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Photos

Documents

Travel

Coupons

Purchases

Tutorials

Folders

Hide

+ New Folder

ADOBE PHOTOS...

FINRA

taxes

Geneva <geneva@allied1031exchang  
To: 'Tom Cornwell'

Aug 21 at 1:19 PM

I have not received check copies. Also, the process to convert the mobile home to real property does not appear to have been completed, therefore, the mobile remains personal property. At this time we will proceed with the sale as scheduled.

Geneva Martinkus

Allied 1031 Exchange

Allied Loan Servicing & Foreclosure Services

1000 Caughlin Crossing, Suite 30

Reno, NV 89519

775-851-0881

844-273-6678

> Show original message

Reply, Reply All or Forward

Geneva@allied1031ex...

geneva@allied1031exchange.net

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## **EXHIBIT 17**

A. P. No. 008-252-25  
Foreclosure No. 17935

R.P.T.T. \$304.20

When recorded mail to:

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

Mail tax statements to:

*Same as above*

RECORDED AT THE REQUEST OF  
FIRST CENTENNIAL - RENO (MAIN  
09/26/2018 12:29PM  
FILE NO. 488839  
SUSAN MERRIWETHER  
CARSON CITY RECORDER  
FEE \$35.00 DEP SY

**AFFIRMATION PURSUANT TO  
NRS 111.312(1)(2) AND 239B.030(4)**

Pursuant to NRS 239B.030, the undersigned, hereby affirm(s) that the below document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons.

**TRUSTEE'S DEED**

THIS INDENTURE, made and entered into on August 23, 2018, by and between AUTOMATIC FUNDS TRANSFER SERVICES, dba ALLIED TRUSTEE SERVICES, as Trustee, party of the first part, and NEIL E. SCHULTZ and OLIVIA S. WEISE, as Trustees of THE NEIL E. SCHULTZ TRUST dated January 29, 2016, parties of the second part, whose address is: P.O. Box 994, Zephyr Cove, NV 89448, and 7617 Devonshire Lane, Reno, NV 89511.

**W I T N E S S E T H :**

WHEREAS, KAREN LYNN CLARKE executed a Promissory Note in the principal sum of \$32,000.00, and bearing interest, and as security for the payment of said Promissory Note said KAREN LYNN CLARKE, as Trustor, executed a certain Deed of Trust TO FIRST CENTENNIAL TRUST DEED SERVICES, INC., a Nevada corporation, Trustee for GEORGE SOETJE, Beneficiary, which Deed of Trust was dated May 2, 2003, and was recorded May 8, 2003, as Document No. 297678, Official Records, Carson City, Nevada; and

WHEREAS, the obligation evidenced by the above described Promissory Note was amended and modified by that certain Note Modification dated June 13, 2006; and

WHEREAS, the obligation evidenced by the above described Promissory Note was further amended and modified by that certain Note Modification dated December 22, 2009; and

WHEREAS, the beneficial interest of GEORGE SOETJE in said Promissory Note and the Deed of Trust secured thereby was assigned to NEIL E. SCHULTZ and OLIVIA S. WEISE, as Trustees of THE NEIL E. SCHULTZ TRUST dated January 29, 2016, as evidenced by that certain Assignment of Deed of Trust, recorded March 30, 2018, Document No. 483939, Official Records, Carson City, Nevada;

WHEREAS, AUTOMATIC FUNDS TRANSFER SERVICES, INC., a Washington corporation, dba ALLIED TRUSTEE SERVICES, was substituted as Trustee under said Deed of Trust in the place and stead of FIRST CENTENNIAL TRUST DEED SERVICES, INC., a Nevada corporation, by document recorded April 23, 2018, as Document No. 484548, Official Records, Carson City, Nevada; and

WHEREAS, a breach of the obligation for which such transfer in trust as security was made occurred in that default was made in the failure to pay the installment of principal and interest due on June 5, 2010, and in the failure to pay each payment of principal and interest that thereafter became due, and in the failure to pay the real property taxes for the fiscal year 2017-2018 which became a lien upon the trust premises; and

WHEREAS, NEIL E. SCHULTZ and OLIVIA S. WEISE, as Trustees of THE NEIL E. SCHULTZ TRUST dated January 29, 2016, executed and acknowledged a Notice of Default and Election To Sell the property described in said Deed of Trust to satisfy said indebtedness, and said Notice of Default and Election To Sell was recorded April 23, 2018, as Document No. 484549, Official Records, Carson City, Nevada; and

WHEREAS, on April 23, 2018, a copy of said Notice of Default and Election To Sell was mailed by certified mail to the then owner of the property hereinafter described and to all other parties entitled by law to such notice; and

WHEREAS, by direction of NEIL E. SCHULTZ and OLIVIA S. WEISE, as Trustees of THE NEIL E. SCHULTZ TRUST dated January 29, 2016, the said AUTOMATIC FUNDS TRANSFER SERVICES, dba ALLIED TRUSTEE SERVICES, Trustee, gave due and legal notice in each and every manner required by said Deed of Trust and provided by law that it would on the 23rd day of August, 2018, at the hour of 2:00 o'clock P.M., sell at the front entrance to the Carson City Courthouse, located at 885 E. Musser Street, in Carson City, Nevada, at public auction to the highest cash bidder in lawful money of the United States of America, the realty described in said Deed of Trust to satisfy the indebtedness due under said Deed of Trust and the Promissory Note secured by it; that said Notice of Sale was recorded on August 1, 2018, as Document No. 487265, Official Records, Carson City, Nevada; that said Notice of Sale was published in the Nevada Appeal in its issues dated August 1, 2018, August 8, 2018 and August 15, 2018, and said Notice of Sale was posted in a public place, in Carson City, Nevada, namely, at the Carson City Courthouse, on August 2, 2018; and

WHEREAS, on August 1, 2018 a copy of said Notice of Sale was mailed by certified mail to the then owner of the property hereinafter described and to all other parties entitled by law to such notice; and

WHEREAS, at the time and place so set for said sale said parties of the second part did bid the sum of SEVENTY-SEVEN THOUSAND SIX HUNDRED FORTY-TWO AND 53/100 DOLLARS (\$77,642.53) for said property, and said sum was the highest and best bid therefor;

NOW, THEREFORE, for and in consideration of the said sum of \$77,642.53, the said party of the first part, as Trustee, under and by virtue of the authority vested in it by said Deed of Trust, does hereby grant, bargain, sell and convey, without warranty, unto the parties of the second part, and to their successors and assigns, all that certain real property situate in the County of Washoe, State of Nevada, that is described as follows:

Lot 25, in Block F, of EAGLE VALLEY MOBILE HOME ESTATES UNIT NO. 4, according to the map thereof, filed in the office of the County Recorder of Carson City, Nevada, on October 11, 1967, in Book 2 of Maps, Page 310, as File No. 28210.

EXCEPTING THEREFROM any mobile home or manufactured housing unit and appurtenances, if any, located on said land.

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TOGETHER WITH the improvements thereon, and all and singular the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD the said premises, together with the appurtenances, unto the said parties of the second part, and to their successors and assigns forever.

IN WITNESS WHEREOF, the party of the first part has caused this conveyance to be executed the day and year first above written.

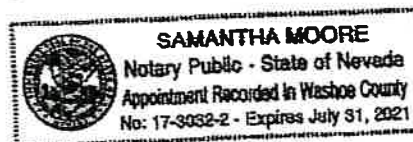
AUTOMATIC FUNDS TRANSFER  
SERVICES, dba ALLIED TRUSTEE  
SERVICES

By: Geneva Martinus  
GENEVA MARTINKUS  
Its: Manager

STATE OF NEVADA                    )  
  ) SS.  
COUNTY OF WASHOE                )

This instrument was acknowledged before me, on September 18, 2018, by Geneva Martinus as Manager of/for AUTOMATIC FUNDS TRANSFER SERVICES, a Washington corporation, dba ALLIED TRUSTEE SERVICES.

[Signature]  
Notary Public



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## **EXHIBIT 18**



REQUEST OF

*Carson City Treasurer*

2017 JUN 23 AM 9:55

FILE NO. 476159  
SUSAN MERRIWETHER  
CARSON CITY RECORDER

*MC DEP L*

## DEED OF RECONVEYANCE

THIS INDENTURE made this 21<sup>st</sup> day of June 2017, at Carson City, State of Nevada, by and between Gayle Robertson, the Treasurer and Ex-Officio Tax Receiver of Carson City, Nevada, Grantor as Trustee, and Cornwell, Thomas Lehman, Grantee,

WHEREAS, delinquent taxes, penalties, interest and costs in the amount Six Thousand, Eight Hundred Fifteen Dollars and Seventy-Eight Cents (\$6,815.78) owed by Thomas Lehman Cornwell have been paid, according to law, to Gayle Robertson, Treasurer and Ex-Officio Tax Receiver of Carson City, State of Nevada, and hereby acknowledged; and;

WHEREAS, said sum was the total of all delinquent taxes, penalties, interest and costs accrued to June 21, 2017 legally chargeable against the property herein described, and more particularly described in Document # 475540.

PARCEL NUMBER: 008-252-25

NOW THEREFORE, in consideration of all of the above, the said Grantor does hereby release, quitclaim and convey unto the Grantee, Grantee's heirs and assigns forever, all of Grantor's right, title, interest and estate in and to that certain real property described as Assessor's Parcel # 008-252-25 located at 2355 Columbia Way Carson City, Nevada .

IN WITNESS WHEREOF, the Grantor has hereunto set her hand the day and year as first mentioned above in this instrument.

*Gayle Robertson*  
\_\_\_\_\_  
GAYLE ROBERTSON  
TREASURER AND EX OFFICIO  
TAX RECEIVER, IN AND FOR  
CARSON CITY, STATE OF NEVADA.



**State of Nevada  
Declaration of Value**

**FOR RECORDER'S OPTIONAL USE ONLY**

Document/Instrument # 475540

Book: \_\_\_\_\_ Page: \_\_\_\_\_

Date of Recording: \_\_\_\_\_

Notes: JUN 05 2017

**1. Assessor Parcel Number(s)**

a) See Attached Listing

b) \_\_\_\_\_

c) \_\_\_\_\_

d) \_\_\_\_\_

**2. Type of Property:**

a) ☐ Vacant Land b) ☐ Single Fam. Res.

c) ☐ Condo/Twnhse d) ☐ 2-4 Plex

e) ☐ Apt. Bldg. f) ☐ Comm'/Ind'l

g) ☐ Agricultural h) ☐ Mobile Home

i) ☐ Other General, Commercial, Retail, Residential

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

\$ N/A

Deed in Lieu of Foreclosure Only (value of property) \$ N/A

Transfer Tax Value: \$ N/A

Real Property Transfer Tax Due: \$ N/A

**4. If Exemption Claimed:**

a. Transfer Tax Exemption, per NRS 375.090, Section: 2

b. Explain Reason for Exemption: Title transferred to Carson City per NRS 361.585

**5. Partial Interest: Percentage being transferred: 100%**

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided therein. Furthermore, the disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

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

Signature Gayle Robertson

Capacity Carson City Treasurer

Signature \_\_\_\_\_

Capacity \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip \_\_\_\_\_

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

Print Name: Gayle Robertson, Carson City Treasurer

Address: 201 N. Carson St. #5

City: Carson City

State: Nevada Zip 89701

**COMPANY/PERSON REQUESTING RECORDING (REQUIRED IF NOT THE SELLER OR BUYER)**

Print Name: \_\_\_\_\_ Escrow # \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)**

APN: SEE ATTACHED

RECORDED AT THE  
REQUEST OF

*Carson City Treasurer*

2017 JUN -5 PM 3:33

475540

FILE NO.

SUSAN MERRIWETHER  
CARSON CITY RECORDER

*MSC DEP FW*

FOR RECORDER'S USE ONLY

TAX RECEIVER'S TAX DEED IN TRUST

TITLE OF DOCUMENT

☒ I, the undersigned, hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain personal information of any person or persons. (NRS 239 B.030)

☐ I, the undersigned, hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain personal information of a person or persons as required by law. State specific law: \_\_\_\_\_

*Gayle Robertson*  
Signature

*Gayle Robertson, Carson City*  
Print Name & Title *Treasurer*

WHEN RECORDED MAIL TO:

CARSON CITY TREASURER  
201 N. CARSON STREET # 5  
CARSON CITY, NV 89701

475540

*I, the undersigned, hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain personal information of any person or persons. (NRS 239 B.030)*

### TAX RECEIVER'S TAX DEED IN TRUST

THIS INDENTURE made this 5<sup>th</sup> day of June, 2017 at Carson City, State of Nevada, by and between GAYLE H. ROBERTSON, THE TREASURER and EX-OFFICIO TAX RECEIVER of Carson City, State of Nevada, Party of the First Part and GAYLE H. ROBERTSON, TREASURER OF CARSON CITY, State of Nevada, as TRUSTEE, Party of the Second Part.

#### WITNESSETH:

THAT WHEREAS the described land and premises as shown in the attached Exhibits were duly assessed by the County Assessor of Carson City, Nevada, for the year 2014/2015 according to the provisions of Nevada Revised Statutes (NRS) 361.260 and 361.310, and duly entered upon the Tax Roll of said County for said year, to the names of the owners or claimants of such property hereinafter set forth in the attached Exhibits and as shown by said Tax Roll.

THAT THEREAFTER and in the manner and at the time and in accordance with the Statutes the said assessment and tax list was completed and presented to the County Board of Equalization and duly equalized as provided in NRS 361.335 – 361.355, inclusive; that thereafter said assessment roll was delivered to the County Auditor of Carson City and was by said Auditor duly audited and the taxes extended according to the tax rate duly fixed as provided by law.

THAT THEREAFTER said Tax Roll was delivered to and received by the Ex-Officio Tax Receiver of Carson City for the purpose of receiving and collecting the taxes due and as shown thereon: that due and legal notice was given as provided in NRS 361.480, stating the dates when the taxes would be due and payable and the penalties and interest added if not paid accordingly.

THAT AFTER 30 days after the first Monday in April 2015, the Tax Receiver caused to be published as required by NRS 361.565, the list of delinquent tax property, giving the name of the owner, or owners, if known, the description of the property on which such taxes are a lien, the amount of taxes due on said property and the penalties and costs as provided by law; that if said amount was not paid, the Tax Receiver would, at 5:00 p.m. on the first Monday of June of that year, issue to the County Treasurer, as Trustee for the State and County, a Certificate authorizing him to hold said property, subject to redemption within two years after date thereof.

THAT SAID taxes, penalties and costs not having been paid as required by law, the Party of the First Part, the Treasurer and Ex-Officio Tax Receiver, did issue to the County Treasurer of Carson City, the certificate required by NRS 361.570.

# Carson City Trustee Deeds filed on 06/05/2017 by Carson City Recorder's Office

PN	Property Owner	Property Location	Estimated Total Due	FY 2016/2017 Net Assessed Value	Legal Description
11-13	DAZEY, DAVID Z & GLENDA R	3600 CINNABAR AVE	1,715.20	31,938	Exhibit 7
62-06	HICKOX, BARBARA c/o ROBERT J	2630 WILMA WAY	8,560.24	60,268	Exhibit 9
73-20	PFLUM, PATRICIA	2043 EMILY CT	21,900.98	212,723	Exhibit 13
92-53	ESTUPINAN, MIGUEL & BLANCA A	3224 DALE DR	2,165.79	17,382	Exhibit 14
52-25	CORNWELL, THOMAS LEHMAN	2355 COLUMBIA WY	6,815.78	15,303	Exhibit 15
21-07	CONNEMARA PARK & BURGER FAM TRUST	1842 COLLEGE PKWY	5,324.76	82,153	Exhibit 20
51-11	VAN SICKLE, JACK TRUST	VOLTAIRE CANYON RD	602.57	20,125	Exhibit 23
51-15	JACKSON-MC CRAW LLC	3993 LEPIRE DR	2,009.79	16,170	Exhibit 25
03-22	SEL WOOD, CECILIA WALSH	RJO VISTA LN	4,192.26	42,263	Exhibit 26
82-01	MC CRAW, DANIEL JUDE	2310 N DEER RUN RD	1,803.10	22,680	Exhibit 27




WHEREAS, the time of redemption of the described property as shown in the attached Exhibits has expired and no part of that described property has been redeemed as law provided, this conveyance is made in accordance with said Certificate and the statutes in such case made and provided.


NOW, THEREFORE, the Party of the First Part pursuant to the statutes, for and in consideration of the amounts owed per parcel, the same being in legal effect made, does by these presents, remise, release, quitclaim and convey unto the Party of the Second Part and to his successors in trust for the use and benefit of the State of Nevada and the County of Carson City, all right, title, and interest in and to the described land and premises as shown in the attached Exhibits, situate and being in the County of Carson City, State of Nevada,

TO HAVE AND TO HOLD in trust as aforesaid, the said premises, together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging in or in anywise appertaining, and any reversions, remainders, rents, issues or profits thereof, pursuant to the provisions of NRS 361.585 and 361.590.

IN WITNESS WHEREOF, the Party of the First Part has hereunto set his hand and executed this instrument the day and year first above written.

  
\_\_\_\_\_  
GAYLE H. ROBERTSON, TREASURER  
And EX-OFFICIO TAX RECEIVER OF  
CARSON CITY, STATE OF NEVADA

Received and Accepted by

  
\_\_\_\_\_  
Susan Merriwether  
Carson City Clerk-Recorder

475540

PREPARED BY:  
Karen Lynn Clarke  
2355 Columbia Way  
Carson City, NV 89706

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:  
Thomas Lehman Cornwell  
2355 Columbia Way  
Carson City, NV 89706

MAIL TAX STATEMENTS TO:  
Thomas Lehman Cornwell  
2355 Columbia Way  
Carson City, NV 89706

APN 8-252-25

RECEIVED AT 1:15  
REQUEST OF  
*T. L. Cornwell*  
2817 FEB 14 AM 11:25  
FILE NO. 472414  
SUSAN MERRIWETHER  
CARSON CITY RECORDER  
FEES 10.00 DEP *L*

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

### QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS THAT:

THIS QUITCLAIM DEED, made and entered into on the 9<sup>th</sup> day of February, 2017, between Karen Lynn Clarke, a single person, whose address is 2355 Columbia Way, Carson City, Nevada 89706 ("Grantor"), and Thomas Lehman Cornwell, a single person, whose address is 2355 Columbia Way, Carson City, Nevada 89706 ("Grantee").

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby Remises, Releases, AND FOREVER Quitclaims to Grantee, the property located in County, Carson City Nevada, described as:

Lot 25, in Block F, of EAGLE VALLEY MOBILE HOME ESTATES UNIT NO. 4, according to the Official Map thereof filed in the office of the Recorder of Carson City, Nevada, on October 11, 1967, in Book 2 of Maps, Page 310, as File No. 28210.

Method of obtaining description: Amicable decision between two parties no longer a team

Being the same property conveyed in the County Register's General Warranty Deed, Book 2, Page 310.

SUBJECT TO all, if any, valid easements, rights of way, covenants, conditions, reservations and restrictions of record.

Grantor grants all of the Grantor's rights, title and interest in and to all of the above described property and premises to the Grantee, and to the Grantee's heirs and assigns forever in fee simple, so that neither Grantor nor Grantor's heirs legal representatives or assigns shall have,

472414



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## **EXHIBIT 19**

A. P. No. 008-252-25

Foreclosure No. 17935

**AFFIDAVIT OF AUTHORITY TO EXERCISE THE  
POWER OF SALE  
(NRS 107.080 Compliance Affidavit)**

Property Owners:  
Karen Lynn Clarke

Trustee Address:  
Allied Foreclosure Services  
1000 Caughlin Crossing, #30  
Reno, NV 89519

Property Address:  
2355 Columbia Way  
Carson City, NV 89706

Deed of Trust Document  
Instrument Number:  
297678 (Carson City)

STATE OF Nevada )  
COUNTY OF Washoe )

ss:

The undersigned affiant, being first duly sworn upon oath, based on direct personal knowledge, or the personal knowledge which the affiant acquired by a review of the business records of the beneficiary, the successor in interest of the beneficiary or the servicer of the obligation or debt secured by the deed of trust, and under penalty of perjury does hereby attest as follows:

1. The full name and business address of the current trustee or the current trustee's personal representative or assignee is:

Allied Foreclosure Services  
1000 Caughlin Crossing, #30  
Reno, NV 89519

The full name and business address of the current holder of the note secured by the Deed of Trust is:

NEIL E. SCHULTZ, Trustee

Neil E. Schultz  
PO BOX 994 ZEPHYR COVE, NV 89448

OLIVIA S. WEISE, Trustee

Olivia S. Weise  
Reno NV 89511

The full name and business address of the current beneficiary of record of the Deed of Trust is:

NEIL E. SCHULTZ, Trustee

Neil E. Schultz  
PO 994 ZEPHYR COVE NV 89448

OLIVIA S. WEISE, Trustee

Olivia S. Weise  
Reno NV 89511

The full name and business address of the current servicer of the obligation or debt secured by the Deed of Trust is:

Direct Collect  
\_\_\_\_\_  
\_\_\_\_\_

2. The beneficiary under the Deed of Trust, the successor in interest of the beneficiary, or the trustee, is in actual or constructive possession of the note secured by the Deed of Trust; or the beneficiary, its successor in interest, or the trustee is entitled to

enforce the obligation or debt secured by the Deed of Trust.

3. The Beneficiary, its successor in interest, the servicer of the obligation or debt secured by deed of trust, the trustee, or an attorney representing any of those persons, has sent to the obligor or borrower of the obligation or debt secured by the Deed of Trust a written statement of:
  - (I) The amount of payment required to make good the deficiency in performance or payment, avoid the exercise of the power of sale and reinstate the terms and conditions of the underlying obligation or debt existing before the deficiency in performance or payment, as of the date of the statement;
  - (II) The amount in default;
  - (III) The principal amount of the obligation or debt secured by the deed of trust.
  - (IV) The amount of accrued interest and late charges;
  - (V) A good faith estimate of all fees imposed in connection with the exercise of the power of sale; and
  - (VI) Contact information for obtaining the most current amounts due and the local or toll-free telephone number described in subparagraph (4).
4. The local or toll-free telephone number that may be called by the obligor or borrower of the obligation or debt to received the most current amounts due and a recitation of the information contained in this affidavit is: 888-738-1031.
5. The date and the recordation number, and the name of each assignee under, each recorded assignment of the deed of trust which information is based on the knowledge or information as described in NRS 107.080(2)(c)(5)(I-IV), is provided as follows:

The beneficial interest of GEORGE SOETJE in said Promissory Note and the Deed of Trust secured thereby was assigned to NEIL E. SCHULTZ and OLIVIA S. WEISE, as Trustees of THE NEIL E. SCHULTZ TRUST dated January 29, 2016, as evidenced by that certain Endorsement and Assignment of Deed of Trust, recorded March 30, 2018, Document No. 483939, Official Records, Carson City, Nevada.

6. The affiant acknowledges that they understand that recording a false affidavit that they know or have reason to know is forged or groundless, contains a material misstatement or false claim or is otherwise invalid constitutes a felony in the State of Nevada, under NRS 205.395:

Dated this 17<sup>th</sup> day of April, 2018.

Affiant Name: NEIL E. SCHULTZ, Trustee

Signed By: Neil E. Schultz

Print Name: NEIL E. SCHULTZ, Trustee

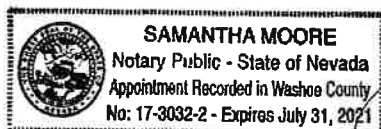
Affiant Name: OLIVIA S. WEISE, Trustee

Signed By: Olivia Weise

Print Name: OLIVIA S. WEISE, Trustee

STATE OF Nevada )  
COUNTY OF Washoe ) ss:

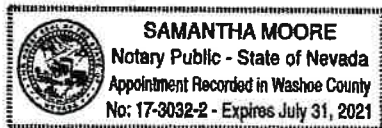
On this 17<sup>th</sup> day of April, 2018, personally appeared before me, a Notary Public, in and for said County and State, NEIL E. SCHULTZ, as Trustee of THE NEIL E. SCHULTZ TRUST dated January 29, 2016, known to me to be the person described in and who executed the foregoing instrument in the capacity set forth therein, who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

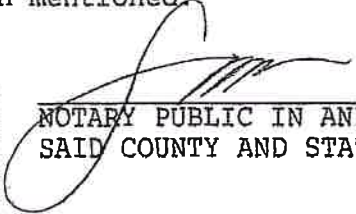


Samantha Moore  
NOTARY PUBLIC IN AND FOR  
SAID COUNTY AND STATE

STATE OF Nevada )  
COUNTY OF Washoe ) ss:

On this 17th day of April, 2018,  
personally appeared before me, a Notary Public, in  
and for said County and State, OLIVIA S. WEISE, as  
Trustee of THE NEIL E. SCHULTZ TRUST dated January  
29, known to me to be the persons described in and  
who executed the foregoing instrument in the capacity  
set forth therein, who acknowledged to me that she  
executed the same freely and voluntarily and for the  
uses and purposes therein mentioned.



  
NOTARY PUBLIC IN AND FOR  
SAID COUNTY AND STATE



## POINTS AND AUTHORITIES

### **NRS 40.435 Judicial proceedings in violation of NRS 40.430; provisions of NRS 40.430 as an affirmative defense.**

1. The commencement of or participation in a judicial proceeding in violation of NRS 40.430 does not forfeit any of the rights of a secured creditor in any real or personal collateral, or impair the ability of the creditor to realize upon any real or personal collateral, if the judicial proceeding is:

- (a) Stayed or dismissed before entry of a final judgment; or
- (b) Converted into an action which does not violate NRS 40.430.

2. If the provisions of NRS 40.430 are timely interposed as an affirmative defense in such a judicial proceeding, upon the motion of any party to the proceeding the court shall:

- (a) Dismiss the proceeding without prejudice; or

(b) Grant a continuance and order the amendment of the pleadings to convert the proceeding into an action which does not violate NRS 40.430.

3. The failure to interpose, before the entry of a final judgment, the provisions of NRS 40.430 as an affirmative defense in such a proceeding waives the defense in that proceeding. Such a failure does not affect the validity of the final judgment, but entry of the final judgment releases and discharges the mortgage or other lien.

4. As used in this section, "final judgment" means a judgment which imposes personal liability on the debtor for the payment of money and which may be appealed under the Nevada Rules of Appellate Procedure.

(Added to NRS by 1989, 1767)

### **NRS 40.437 Additional requirements for action affecting owner-occupied housing: Notice; form; election or waiver of mediation; rules concerning mediation; applicability.**

1. An action pursuant to NRS 40.430 affecting owner-occupied housing that is commenced in a court of competent jurisdiction is subject to the provisions of this section.

2. In an action described in subsection 1:

- (a) The copy of the complaint served on the mortgagor must include a separate document containing:

(1) Contact information which the mortgagor may use to reach a person with authority to negotiate a loan modification on behalf of the plaintiff;

(2) Contact information for at least one local housing counseling agency approved by the United States Department of Housing and Urban Development;

(3) A notice provided by Home Means Nevada, Inc., or its successor organization, indicating that the mortgagor may petition the court to participate in mediation pursuant to this section if he or she pays to the court his or her share of the fee established pursuant to subsection 12 of NRS 107.086; and

(4) A form upon which the mortgagor may indicate an election to enter into mediation or to waive mediation pursuant to this section and one envelope addressed to the plaintiff and one envelope addressed to Home Means Nevada, Inc., or its successor organization, which the mortgagor may use to comply with the provisions of subsection 3; and

- (b) The plaintiff must submit a copy of the complaint to Home Means Nevada, Inc., or its successor organization.

3. If the mortgagor elects to waive mediation, he or she shall, not later than the date on which an answer to the complaint is due, complete the form required by subparagraph (4) of paragraph (a) of subsection 2 and file the form with the court and return a copy of the form to the plaintiff by certified mail, return receipt requested or, if authorized by the parties, by electronic transmission. If the mortgagor does not elect to waive mediation, he or she shall, not later than the date on which an answer to the complaint is due, pay to the court his or her share of the fee established pursuant to subsection 12 of NRS 107.086. Upon receipt of the share of the fee established pursuant to subsection 12 of NRS 107.086 owed by the mortgagor, the court shall notify the plaintiff, by certified mail, return receipt requested or, if authorized by the parties, by electronic transmission, of the grant of the petition of the mortgagor to participate in mediation pursuant to this section and shall assign the matter to a senior justice, judge, hearing master or other designee and schedule the matter for mediation. Upon the plaintiff's receipt of such notice, the plaintiff shall notify any person with an interest as defined in NRS 107.090, by certified mail, return receipt requested or, if authorized by the parties, by electronic transmission, of the election of the mortgagor to participate in mediation. The judicial foreclosure action must be stayed until the completion of the mediation. If the mortgagor indicates on the form required by subparagraph (4) of paragraph (a) of subsection 2 of his or her election to waive mediation or fails to pay the court his or her share of the fee established pursuant to subsection 12 of NRS 107.086, as required by this subsection, no mediation is required in the action and the action pursuant to NRS 40.430 must proceed.

4. Each mediation required by this section must be conducted by a senior justice, judge, hearing master or other designee pursuant to the rules adopted pursuant to subsection 12 of NRS 107.086. The plaintiff or a representative, and the mortgagor or his or her representative, shall attend the mediation. If the plaintiff is represented at the mediation by another person, that person must have authority to negotiate a loan modification on behalf of the plaintiff or have access at all times during the mediation to a person with such authority.

5. If the plaintiff or the representative fails to attend the mediation, fails to participate in the mediation in good faith or does not have the authority or access to a person with the authority required by subsection 4, the mediator shall prepare and submit to the court a petition and recommendation concerning the imposition of sanctions against the plaintiff or the representative. The court may issue an order imposing such sanctions against the plaintiff or the representative as the court determines appropriate, including, without limitation, requiring a loan modification in the manner determined proper by the court.

6. If the mortgagor is enrolled to participate in mediation pursuant to this section but fails to attend the mediation, no mediation is required and the judicial foreclosure action must proceed as if the mortgagor had elected to waive mediation.

7. If the mediator determines that the parties, while acting in good faith, are not able to agree to a loan modification, the mediator shall prepare and submit to the court a recommendation that the mediation be terminated. The court may terminate the mediation and proceed with the judicial foreclosure action.

8. The rules adopted by the Supreme Court pursuant to subsection 12 of NRS 107.086 apply to a mediation conducted pursuant to this section, and the Supreme Court may adopt any additional rules necessary to carry out the provisions of this section.

9. Except as otherwise provided in subsection 11, the provisions of this section do not apply if:

(a) The mortgagor has surrendered the property, as evidenced by a letter confirming the surrender or delivery of the keys to the property to the trustee, the beneficiary of the deed of trust or the mortgagee, or an authorized agent thereof; or

(b) A petition in bankruptcy has been filed with respect to the defendant under 11 U.S.C. Chapter 7, 11, 12 or 13 and the bankruptcy court has not entered an order closing or dismissing the case or granting relief from a stay of foreclosure.

10. A noncommercial lender is not excluded from the application of this section.



11. Each mediator who acts pursuant to this section in good faith and without gross negligence is immune from civil liability for those acts.

12. As used in this section:

(a) "Mortgagor" includes the grantor of a deed of trust or the person who holds the title of record to the real property.

(b) "Noncommercial lender" has the meaning ascribed to it in NRS 107.086.

(c) "Owner-occupied housing" has the meaning ascribed to it in NRS 107.086.

(Added to NRS by 2013, 2199; A 2015, 3329, 3338; R 2015, 3334; A 2017, 4099, 4105, 4106)

1. Except as otherwise provided in this subsection and subsection 4 of NRS 107.0865, in addition to the requirements of NRS 107.085, the exercise of the power of sale pursuant to NRS 107.080 with respect to any trust agreement which concerns owner-occupied housing is subject to the provisions of this section. The provisions of this section do not apply to the exercise of the power of sale if the notice of default and election to sell recorded pursuant to subsection 2 of NRS 107.080 includes an affidavit and a certification indicating that, pursuant to NRS 107.130, an election has been made to use the expedited procedure for the exercise of the power of sale with respect to abandoned residential property.

1. Except as otherwise provided in this subsection and subsection 4 of NRS 107.0865, in addition to the requirements of NRS 107.085, the exercise of the power of sale pursuant to NRS 107.080 with respect to any trust agreement which concerns owner-occupied housing is subject to the provisions of this section. The provisions of this section do not apply to the exercise of the power of sale if the notice of default and election to sell recorded pursuant to subsection 2 of NRS 107.080 includes an affidavit and a certification indicating that, pursuant to NRS 107.130, an election has been made to use the expedited procedure for the exercise of the power of sale with respect to abandoned residential property.

(2) Includes with the notice of default and election to sell which is mailed, or delivered by electronic transmission if authorized by the parties, to the grantor or the person who holds the title of record as required by subsection 3 of NRS 107.080.

(2) Contact information which the grantor or the person who holds the title of record may use to serve notice as required pursuant to subsection 3 if the grantor or person who holds the title does not elect to waive mediation;

(4) A notice provided by Home Means Nevada, Inc., or its successor organization, indicating that the grantor or the person who holds the title of record may petition the district court to participate in mediation pursuant to this section if he or she files such a petition, pays a \$25 filing fee, serves a copy of the petition upon the beneficiary of the deed, Home Means Nevada, Inc., or its successor organization, and the trustee by certified mail, return receipt requested or, if authorized by the parties, by electronic transmission, and pays to the district court his or her share of the fee established pursuant to subsection 12; and

(b) In addition to including the information described in paragraph (a) with the notice of default and election to sell which is mailed or delivered by electronic transmission, as applicable, to the grantor or the person who holds the title of record as required by subsection 3 of NRS 107.080, provides to the grantor or the person who holds the title of record the information described in paragraph (a) concurrently with, but separately from, the notice of default and election to sell which is mailed or delivered by electronic transmission, as applicable, to the grantor or the person who holds the title of record as required by subsection 3 of NRS 107.080;

(d) If the owner-occupied housing is located within a common-interest community, notifies the non-owner's association of the common-interest community, not later than 10 days after mailing or delivering by electronic transmission, as applicable, the copy of the notice of default and election to sell as required by subsection 3 of NRS 107.080, that the exercise of the power of sale is subject to the provisions of this section; and

(1) The certificate provided to the trustee by Home Means Nevada, Inc., or its successor organization, pursuant to subsection 4 or 7 which provides that no mediation is required in the matter, or

3. If the grantor or the person who holds the title of record elects to waive mediation, he or she shall, not later than 30 days after service of the notice in the manner required by NRS 107.080, complete the form required by subparagraph (5) of paragraph (a) of subsection 2 and return the form to the trustee and Home Means Nevada, Inc., or its successor organization, by certified mail, return receipt requested or, if authorized by the parties, by electronic transmission. If the grantor or the person who holds the title of record does not elect to waive mediation, he or she shall, not later than 30 days after the service of the notice in the manner required by NRS

4. If the grantor or the person who holds the title of record indicates on the form described in subparagraph (5) of paragraph (a) of subsection 2 an election to waive mediation, fails to petition the district court pursuant to subsection 3 or fails to pay to the district court his or her share of the fee established pursuant to subsection 12 as required by subsection 3, Home Means Nevada, Inc., or its successor organization, shall, not later than 60 days after Home Means Nevada, Inc., or its successor organization, receives the form indicating an election to waive mediation or 90 days after the service of the notice in the manner required by NRS 107.080, whichever is earlier, provide to the trustee a certificate which provides that no mediation is required in the matter.

6. If the beneficiary of the deed of trust or the representative fails to attend the mediation, fails to participate in the mediation in good faith or does not bring to the mediation each document required by subsection 5 or does not have the authority or access to a



person with the authority required by subsection 5, the mediator shall prepare and submit to the district court a recommendation concerning the imposition of sanctions against the beneficiary of the deed of trust or the representative. The court may issue an order imposing such sanctions against the beneficiary of the deed of trust or the representative as the court determines appropriate, including, without limitation, requiring a loan modification in the manner determined proper by the court.

7. If the grantor or the person who holds the title of record is enrolled to participate in mediation pursuant to this section but fails to attend the mediation, the district court shall dismiss the petition. Home Means Nevada, Inc., or its successor organization, shall, not later than 30 days after the scheduled mediation, provide to the trustee a certificate which states that no mediation is required in the matter.

8. If the mediator determines that the parties, while acting in good faith, are not able to agree to a loan modification, the mediator shall prepare and submit to the district court a recommendation that the petition be dismissed. The court may dismiss the petition and if the petition is dismissed, transmit a copy of the order of dismissal to Home Means Nevada, Inc., or its successor organization. Home Means Nevada, Inc., or its successor organization, shall, not later than 30 days after receipt of such an order, provide to the trustee a certificate which provides that the mediation required by this section has been completed in the matter.

9. If the parties agree to a loan modification or settlement, the mediator shall notify the district court. Upon receipt of such notification, the court shall enter an order describing the terms of any loan modification or settlement agreement.

10. Upon receipt of the certificate provided to the trustee by Home Means Nevada, Inc., or its successor organization, pursuant to subsection 4, 7 or 8, if the property is located within a common-interest community, the trustee shall, not later than 10 days after receipt of the certificate, notify the unit-owners' association of the existence of the certificate.

11. During the pendency of any mediation pursuant to this section, a unit's owner must continue to pay any obligation, other than any past due obligation.

12. The Supreme Court shall adopt rules necessary to carry out the provisions of this section. The rules must, without limitation, include provisions:

(a) Ensuring that mediations occur in an orderly and timely manner.

(b) Requiring each party to a mediation to provide such information as the mediator determines necessary.

(c) Establishing procedures to protect the mediation process from abuse and to ensure that each party to the mediation acts in good faith.

(d) Establishing a total fee of not more than \$500 that may be charged and collected by the district court for mediation services pursuant to this section and providing that the responsibility for payment of the fee must be shared equally by the parties to the mediation. On or before the first Monday of each month, the clerk of the district court shall pay over to the county treasurer an amount equal to \$100 of each fee charged and collected pursuant to this paragraph. The county treasurer shall remit quarterly all such amounts turned over to the county treasurer to the State Controller for deposit to the Account for Foreclosure Mediation Assistance created by paragraph (b) of subsection 13 of NRS 107.080.

(e) Prescribing a form supplied by the district court to file a petition to participate in mediation pursuant to this section.

13. Except as otherwise provided in subsection 15, the provisions of this section do not apply if:

(a) The grantor or the person who holds the title of record has surrendered the property, as evidenced by a letter confirming the surrender or delivery of the keys to the property to the trustee, the beneficiary of the deed of trust or the mortgagee, or an authorized agent thereof; or

(b) A petition in bankruptcy has been filed with respect to the grantor or the person who holds the title of record under chapter 7, 11, 12 or 13 of Title 11 of the United States Code and the bankruptcy court has not entered an order closing or dismissing the case or granting relief from a stay of foreclosure.

14. A noncommercial lender is not excluded from the application of this section.

15. Each mediator who acts pursuant to this section in good faith and without gross negligence are immune from civil liability for those acts.

16. Home Means Nevada, Inc., or its successor organization, shall, at least once each calendar quarter, submit to the Interim Finance Committee a report:

(a) Concerning the status of the Account for Foreclosure Mediation Assistance; and

(b) Any other information required by the Interim Finance Committee.

17. The Administrator of the Division of Internal Audits of the Office of Finance shall cause to be conducted, not less than annually, an audit of Home Means Nevada, Inc., or its successor organization.

18. Home Means Nevada, Inc., or its successor organization, shall develop and maintain an Internet portal for a program of foreclosure mediation to streamline the process of foreclosure mediation. Home Means Nevada, Inc., or its successor organization shall:

(a) Make available on the Internet portal the option to receive by electronic transmission any notification required as part of the process of foreclosure mediation;

(b) Require authorization in writing from any party who wants to receive notification by electronic transmission; and

(c) Authorize notification by electronic transmission at each stage of the process of foreclosure mediation.

19. As used in this section:

(a) "Common-interest community" has the meaning ascribed to it in NRS 116.021.

(b) "Noncommercial lender" means a lender which makes a loan secured by a deed of trust on owner-occupied housing and which is not a bank, financial institution or other entity regulated pursuant to title 55 or 56 of NRS.

(c) "Obligation" has the meaning ascribed to it in NRS 116.310313.

(d) "Owner-occupied housing" means housing that is occupied by an owner as the owner's primary residence. The term does not include vacant land or any time share or other property regulated under chapter 119A of NRS.

(e) "Unit-owners' association" has the meaning ascribed to it in NRS 116.011.

(f) "Unit's owner" has the meaning ascribed to it in NRS 116.095.

(Added to NRS by 2009, 1752; A 2011, 1683, 2033, 3538; 2013, 1552, 3479; 2015, 1345, 3323; R 2015, 3334; A 2017, 546, 4091, 4105, 4106)

**NRS 107.086 Additional requirements for sale of owner-occupied housing: Notice; form; enrollment in mediation; election to waive mediation; adoption of rules concerning mediation; applicability. [Effective July 1, 2021.]**

1. Except as otherwise provided in subsection 4 of NRS 107.0865, in addition to the requirements of NRS 107.085, the exercise of the power of sale pursuant to NRS 107.080 with respect to any trust agreement which concerns owner-occupied housing is subject to the provisions of this section.

**ADDITIONAL REQUIREMENTS FOR FORECLOSURE OF OWNER-OCCUPIED HOUSING SECURING RESIDENTIAL MORTGAGE LOAN**

**NRS 107.400 Definitions.** As used in NRS 107.400 to 107.560, inclusive, unless the context otherwise requires, the words and terms defined in NRS 107.410 to 107.450, inclusive, have the meanings ascribed to them in those sections.  
(Added to NRS by 2013, 2185)

**NRS 107.410 "Borrower" defined.** "Borrower" means a natural person who is a mortgagor or grantor of a deed of trust under a residential mortgage loan. The term does not include a natural person who:  
1. Has surrendered the secured property as evidenced by a letter confirming the surrender or the delivery of the keys to the property to the mortgagee, trustee, beneficiary of the deed of trust or an authorized agent of such a person.  
2. Has filed a case under 11 U.S.C. Chapter 7, 11, 12 or 13 and the bankruptcy court has not entered an order closing or dismissing the bankruptcy case, or granting relief from a stay of foreclosure or trustee's sale.  
(Added to NRS by 2013, 2185)

**NRS 107.420 "Foreclosure prevention alternative" defined.** "Foreclosure prevention alternative" means a modification of a loan secured by the most senior residential mortgage loan on the property or any other loss mitigation option. The term includes, without limitation, a sale in lieu of a foreclosure sale, as defined in NRS 40.429.  
(Added to NRS by 2013, 2185; A 2015, 3345)

**NRS 107.430 "Foreclosure sale" defined.** "Foreclosure sale" means the exercise of the trustee's power of sale pursuant to NRS 107.080 or a sale directed by a court pursuant to NRS 40.430.  
(Added to NRS by 2013, 2185)

**NRS 107.440 "Mortgage servicer" defined.** "Mortgage servicer" means a person who directly services a residential mortgage loan, or who is responsible for interacting with a borrower, managing a loan account on a daily basis, including, without limitation, collecting and crediting periodic loan payments, managing any escrow account or enforcing the note and security instrument, either as the current owner of the promissory note or as the authorized agent of the current owner of the promissory note. The term includes a person providing such services by contract as a subservicing agent to a master servicer by contract. The term does not include a trustee under a deed of trust, or the trustee's authorized agent, acting under a power of sale pursuant to a deed of trust.  
(Added to NRS by 2013, 2185)

**NRS 107.450 "Residential mortgage loan" defined.** "Residential mortgage loan" means a loan which is primarily for personal, family or household use and which is secured by a mortgage or deed of trust on owner-occupied housing as defined in NRS 107.086.  
(Added to NRS by 2013, 2185; A 2015, 3327; 2017, 4105, 4106)

**NRS 107.460 Applicability.** The provisions of NRS 107.400 to 107.560, inclusive, do not apply to a financial institution, as defined in NRS 660.045, that, during its immediately preceding annual reporting period, as established with its primary regulator, has foreclosed on 100 or fewer real properties located in this State which constitute owner-occupied housing, as defined in NRS 107.086.  
(Added to NRS by 2013, 2185; A 2015, 3327; 2017, 4105, 4106)

**NRS 107.470 Right of borrower to pursue more than one foreclosure prevention alternative.** The provisions of NRS 107.400 to 107.560, inclusive, must not be construed to authorize a mortgage servicer, a mortgagee or a beneficiary of a deed of trust to restrict a borrower from pursuing concurrently more than one foreclosure prevention alternative.  
(Added to NRS by 2013, 2185)

**NRS 107.480 Restrictions on trustee's power of sale and civil actions for foreclosure sales.**  
1. In addition to the requirements of NRS 40.439, 107.085 and 107.086, the exercise of a trustee's power of sale pursuant to NRS 107.080 with respect to a deed of trust securing a residential mortgage loan is subject to the provisions of NRS 107.400 to 107.560, inclusive.  
2. In addition to the requirements of NRS 40.430 to 40.463, inclusive, a civil action for a foreclosure sale pursuant to NRS 40.430 involving a failure to make a payment required by a residential mortgage loan is subject to the requirements of NRS 107.400 to 107.560, inclusive.  
(Added to NRS by 2013, 2186; A 2015, 3327; 2017, 1116, 4105, 4106)

**NRS 107.490 Duties of mortgage servicer.**  
1. Any duty of a mortgage servicer to maximize net present value under a pooling and servicing agreement is owed to all parties in a loan pool, or to all investors under a pooling and servicing agreement, not to any particular party in the loan pool or investor under a pooling and servicing agreement.  
2. A mortgage servicer acts in the best interests of all parties to the loan pool or investors in the pooling and servicing agreement if the mortgage servicer agrees to or implements a foreclosure prevention alternative for which both of the following apply:  
(a) The residential mortgage loan is in payment default or payment default is reasonably foreseeable.  
(b) Anticipated recovery under the foreclosure prevention alternative exceeds the anticipated recovery through foreclosure on a net present value basis.  
(Added to NRS by 2013, 2186)

**NRS 107.500 Requirements before recording of notice of default and election to sell or commencing civil action for foreclosure sale: Notice; contents.**

1. At least 30 calendar days before recording a notice of default and election to sell pursuant to subsection 2 of NRS 107.080 or commencing a civil action for a foreclosure sale pursuant to NRS 40.430 involving a failure to make a payment required by a residential mortgage loan and at least 30 calendar days after the borrower's default, the mortgage servicer, mortgagee or beneficiary of



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alternative offered during any contact with a person or agency designated by a borrower pursuant to this subsection is subject to the approval of the borrower.

5. If a mortgage servicer has not contacted a borrower as required by subsection 2, a notice of default and election to sell may be recorded pursuant to subsection 2 of NRS 107.080 or a civil action for a foreclosure sale pursuant to NRS 40.430 involving a failure to make a payment required by a residential mortgage loan may be commenced, if the mortgage servicer has taken all the following actions:

(a) The mortgage servicer attempts to contact the borrower by mailing by first-class mail to the borrower a letter informing the borrower of his or her right to discuss foreclosure prevention alternatives and providing the toll-free telephone number made available by the United States Department of Housing and Urban Development to find a housing counseling agency approved by that Department.

(b) After mailing the letter required by paragraph (a), the mortgage servicer attempts to contact the borrower by telephone at least 3 times at different hours on different days. Telephone calls made pursuant to this paragraph must be made to the primary telephone number of the borrower which is on file with the mortgage servicer. A mortgage servicer may attempt to contact a borrower pursuant to this paragraph by using an automated system to dial borrowers if, when the telephone call is answered, the call is connected to a live representative of the mortgage servicer. A mortgage servicer satisfies the requirements of this paragraph if it determines, after attempting to contact a borrower pursuant to this paragraph, that the primary telephone number of the borrower which is on file with the mortgage servicer and any secondary telephone numbers on file with the mortgage servicer have been disconnected.

(c) If the borrower does not respond within 14 calendar days after the mortgage servicer satisfies the requirements of paragraph (b), the mortgage servicer sends, by certified mail, return receipt requested, or any other mailing process that requires a signature upon delivery, a letter that includes the information required by paragraph (a).

(d) The mortgage servicer provides a means for the borrower to contact the mortgage servicer in a timely manner, including, without limitation, a toll-free telephone number that will provide access to a live representative during business hours.

(e) The mortgage servicer posts on the homepage of its Internet website, if any, a prominent link to the following information:

(1) Options that may be available to borrowers who are unable to afford payments under a residential mortgage loan and who wish to avoid a foreclosure sale, and instructions to such borrowers advising them on steps to take to explore those options.

(2) A list of financial documents the borrower should collect and be prepared to present to the mortgage servicer when discussing options to avoid a foreclosure sale.

(3) A toll-free telephone number for borrowers who wish to discuss with the mortgage servicer options for avoiding a foreclosure sale.

(4) The toll-free telephone number made available by the United States Department of Housing and Urban Development to find a housing counseling agency certified by that Department.

6. If the property is subject to the requirements of NRS 107.400 to 107.560, inclusive, a notice of default and election to sell recorded pursuant to subsection 2 of NRS 107.080 or a complaint commencing a civil action for a foreclosure sale pursuant to NRS 40.430 involving a failure to make a payment required by a residential mortgage loan must contain a declaration that the mortgage servicer has contacted the borrower as required by subsection 2, has attempted to contact the borrower as required by subsection 5 or that no contact was required.

(Added to NRS by 2013, 2188)

**NRS 107.520 Application for foreclosure prevention alternative; acknowledgment of receipt required; contents of acknowledgment; deficiencies in application.**

1. Not later than 5 business days after receiving an application for a foreclosure prevention alternative or any document in connection with such an application, a mortgage servicer, mortgagee or beneficiary of the deed of trust shall send to the borrower written acknowledgment of the receipt of the application or document.

2. The mortgage servicer, mortgagee or beneficiary of the deed of trust shall include in the initial acknowledgment of receipt of an application for a foreclosure prevention alternative:

(a) A description of the process for considering the application, including, without limitation, a statement that:

(1) The mortgage servicer, mortgagee or beneficiary must either deny the application for a foreclosure prevention alternative or submit a written offer for a foreclosure prevention alternative within 30 calendar days after the borrower submits a complete application for a foreclosure prevention alternative; and

(2) If the mortgage servicer, mortgagee or beneficiary submits to the borrower a written offer for a foreclosure prevention alternative, the borrower must accept or reject the offer within 14 calendar days after the borrower receives the offer, and the offer is deemed to be rejected if the borrower does not accept or reject the offer within 14 calendar days after the borrower receives the offer.

(b) A statement of any deadlines that affect the processing of an application for a foreclosure prevention alternative, including, without limitation, the deadline for submitting any missing documentation; and

(c) A statement of the expiration dates for any documents submitted by the borrower.

3. If a borrower submits an application for a foreclosure prevention alternative but does not initially submit all the documents or information required to complete the application, the mortgage servicer must:

(a) Include in the initial acknowledgment of receipt of the application required by subsection 2 a statement of any deficiencies in the borrower's application; and

(b) Allow the borrower not less than 30 calendar days to submit any documents or information required to complete the application.

(Added to NRS by 2013, 2189)

**NRS 107.530 Effect of submitting application for foreclosure prevention alternative; offer, acceptance and rejection of foreclosure prevention alternative; denial of application; appeal; fees prohibited.**

1. If a borrower submits an application for a foreclosure prevention alternative offered by, or through, the borrower's mortgage servicer or mortgagee or the beneficiary of the deed of trust, then the mortgage servicer, mortgagee, trustee, beneficiary of the deed of trust or an authorized agent of such a person may not commence a civil action for a foreclosure sale pursuant to NRS 40.430 involving a failure to make a payment required by a residential mortgage loan, record a notice of default and election to sell pursuant to subsection 2 of NRS 107.080 or a notice of sale pursuant to subsection 4 of NRS 107.080, or conduct a foreclosure sale until one of the following has occurred:

(a) The borrower fails to submit all the documents or information required to complete the application within 30 calendar days after the date of the initial acknowledgment of receipt of the application sent to the borrower pursuant to NRS 107.520.



(b) The mortgage servicer, mortgagee or beneficiary of the deed of trust makes a written determination that the borrower is not eligible for a foreclosure prevention alternative, and any appeal period pursuant to subsection 5 has expired.

(d) The borrower accepts a written offer for a foreclosure prevention alternative, but defaults on, or otherwise breaches the borrower's obligations under, the foreclosure prevention alternative.

mortgage servicer shall submit to the borrower a written offer for a foreclosure prevention alternative of the written statement of the denial of the application described in subsection 4. The borrower must accept or reject the offer within 14 calendar days after the borrower receives the offer. If a borrower does not accept a written offer for a foreclosure prevention alternative within 14 calendar days after the borrower receives the offer for the foreclosure prevention alternative, the offer is deemed to be rejected.

4. If a borrower submits a complete application for a foreclosure prevention alternative and the borrower's application is denied, the mortgage servicer must send to the borrower a written statement of:

(c) Instructions regarding how to appeal the denial, including, without limitation, how to provide evidence that the denial was in error.

the mortgage servicer, mortgagee, trustee, beneficiary of the deed of trust, or an authorized agent of such a person may not commence a civil action for a foreclosure sale pursuant to NRS 40.430 involving a failure to make a payment required by a residential mortgage loan, record a notice of default and election to sell pursuant to subsection 2 of NRS 107.080 or a notice of sale pursuant to subsection 4 of NRS 107.080, or conduct a foreclosure sale until the later of:

(b) If the borrower appeals the denial, the later of:

- (1) Fifteen calendar days after the denial of the appeal;
- (2) If the appeal is successful, 14 calendar days after a first lien loan modification or another foreclosure prevention alternative

(3) If the appeal is successful and a first lien loan modification or another foreclosure prevention alternative is offered and accepted, the date on which the borrower fails to timely submit the first payment or otherwise breaches the terms of the offer.

prevention alternative or a written denial of the appeal. The borrower must accept or reject the offer within 14 calendar days after the borrower receives the offer. If a borrower does not accept a written offer for a foreclosure prevention alternative within 14 calendar days after the borrower receives the written offer for the foreclosure prevention alternative, the offer is deemed to be rejected.

(b) Late fees for periods during which:

8. A mortgage servicer is not required to evaluate an application from a borrower who has already been evaluated or afforded a fair opportunity to be evaluated for a foreclosure prevention alternative before October 1, 2013, or who has been evaluated or afforded

(a) There has been a material change in the borrower's financial circumstances since the date of the borrower's previous application; and

required by the mortgage servicer within the reasonable timeframes specified by the mortgage servicer.  
(Added to NRS by 2013, 2190)

1. If a borrower requests a foreclosure prevention alternative, the mortgage servicer must promptly establish a single point of contact and provide to the borrower one or more direct means of communication with the single point of contact.

(2) Communicating the process by which a borrower may apply for an available foreclosure prevention alternative and the deadline for any required submissions to be considered for the foreclosure prevention alternatives.

(c) Having access to current information and personnel sufficient to timely, accurately and adequately inform the borrower of the current status of the foreclosure prevention alternative.

3. A single point of contact must remain assigned to the borrower's account until the mortgage servicer determines that all

4. The mortgage servicer shall ensure that a single point of contact refers and transfers a borrower to an appropriate supervisor upon request of the borrower, if the single point of contact has a supervisor.

5. If the responsibilities of a single point of contact are performed by a team of personnel, the mortgage servicer must ensure that each member of the team is knowledgeable about the borrower's situation and current status in the process of seeking a foreclosure prevention alternative.

6. As used in this section, "single point of contact" means a natural person or a team of personnel each of whom has the ability and authority to perform the responsibilities described in this section.  
(Added to NRS by 2013, 2192)

**NRS 107.550 Dismissal of civil action for foreclosure sale, rescission of notice of default and election to sell or notice of sale and cancellation of pending foreclosure sale required in certain circumstances; effect on mortgagee or beneficiary of deed of trust.**

1. A civil action for a foreclosure sale pursuant to NRS 40.430 involving a failure to make a payment required by a residential mortgage loan must be dismissed without prejudice, any notice of default and election to sell recorded pursuant to subsection 2 of NRS 107.080 or any notice of sale recorded pursuant to subsection 4 of NRS 107.080 must be rescinded, and any pending foreclosure sale must be cancelled, if:

(a) The borrower accepts a permanent foreclosure prevention alternative;

(b) A notice of sale is not recorded within 9 months after the notice of default and election to sell is recorded pursuant to subsection 2 of NRS 107.080; or

(c) A foreclosure sale is not conducted within 90 calendar days after a notice of sale is recorded pursuant to subsection 4 of NRS 107.080.

2. The periods specified in paragraphs (b) and (c) of subsection 1 are tolled:

(a) If a borrower has filed a case under 11 U.S.C. Chapter 7, 11, 12 or 13, until the bankruptcy court enters an order closing or dismissing the bankruptcy case or granting relief from a stay of foreclosure or trustee's sale;

(b) If mediation pursuant to NRS 107.086 is required, until the date on which Home Means Nevada, Inc., or its successor organization, issues the certificate pursuant to NRS 107.086 that mediation has been completed in the matter;

(c) If mediation pursuant to NRS 40.437 is required or if a court orders participation in a settlement program, until the date on which the mediation or participation in a settlement program is terminated; or

(d) If a borrower has submitted an application for a foreclosure prevention alternative, until the date on which:

(1) A written offer for a foreclosure prevention alternative is submitted to the borrower;

(2) A written statement of the denial of the application has been submitted to the borrower pursuant to subsection 4 of NRS 107.530, and any appeal period pursuant to subsection 5 of NRS 107.530 has expired; or

(3) If the borrower has appealed the denial of an application for a foreclosure prevention alternative, a written offer for a foreclosure prevention alternative or a written denial of the appeal is submitted to the borrower.

3. If, pursuant to subsection 1, a civil action is dismissed, a notice of default and election to sell recorded pursuant to subsection 2 of NRS 107.080 or any notice of sale recorded pursuant to subsection 4 of NRS 107.080 is rescinded, or any pending foreclosure sale is cancelled, the mortgagee or beneficiary of the deed of trust is thereupon restored to its former position and has the same rights as though an action for a judicial foreclosure had not been commenced or a notice of default and election to sell had not been recorded.  
(Added to NRS by 2013, 2193; A 2015, 3328; 2017, 4098, 4105, 4106)

**NRS 107.560 Injunctive relief for violation; civil action to recover economic damages; award of costs and attorney's fees to prevailing party.**

1. If a trustee's deed upon sale has not been recorded, a borrower may bring an action for injunctive relief to enjoin a material violation of NRS 107.400 to 107.560, inclusive. If a sheriff has not recorded the certificate of the sale of the property, a borrower may obtain an injunction to enjoin a material violation of NRS 107.400 to 107.560, inclusive. An injunction issued pursuant to this subsection remains in place and any foreclosure sale must be enjoined until the court determines that the mortgage servicer, mortgagee, beneficiary of the deed of trust or an authorized agent of such a person has corrected and remedied the violation giving rise to the action for injunctive relief. An enjoined person may move to dissolve an injunction based on a showing that the material violation has been corrected and remedied.

2. After a trustee's deed upon sale has been recorded or after a sheriff has recorded the certificate of the sale of the property, a borrower may bring a civil action in the district court in the county in which the property is located to recover his or her actual economic damages resulting from a material violation of NRS 107.400 to 107.560, inclusive, by the mortgage servicer, mortgagee, beneficiary of the deed of trust or an authorized agent of such a person, if the material violation was not corrected and remedied before the recording of the trustee's deed upon sale or the recording of the certificate of sale of the property pursuant to NRS 40.430. If the court finds that the material violation was intentional or reckless, or resulted from willful misconduct by a mortgage servicer, mortgagee, beneficiary of the deed of trust or an authorized agent of such a person, the court may award the borrower the greater of treble actual damages or statutory damages of \$50,000.

3. A mortgage servicer, mortgagee, beneficiary of the deed of trust or an authorized agent of such a person is not liable for any violation of NRS 107.400 to 107.560, inclusive, that it has corrected and remedied, or that has been corrected and remedied on its behalf by a third party, before the recording of the trustee's deed upon sale or the recording of the certificate of sale of the property pursuant to NRS 40.430.

4. A violation of NRS 107.400 to 107.560, inclusive, does not affect the validity of a sale to a bona fide purchaser for value and any of its encumbrancers for value without notice.

5. A signatory to a consent judgment entered in the case entitled *United States of America et al. v. Bank of America Corporation et al.*, filed in the United States District Court for the District of Columbia, case number 1:12-cv-00361 RMC, that is in compliance with the relevant terms of the Settlement Term Sheet of that consent judgment with respect to the borrower while the consent judgment is in effect is deemed to be in compliance with NRS 107.400 to 107.560, inclusive, and is not liable for a violation of NRS 107.400 to 107.560, inclusive. If, on or after October 1, 2013, the consent judgment is modified or amended to permit compliance with the relevant provisions of 12 C.F.R. Part 1024, commonly known as Regulation X, and 12 C.F.R. Part 1026, commonly known as Regulation Z, as those regulations are amended by the Final Servicing Rules issued by the Consumer Financial Protection Bureau in 78 Federal Register 10,696 on February 14, 2013, and any amendments thereto, to supersede some or all of the relevant terms of the Settlement Term Sheet of the consent judgment:

(a) A signatory who is in compliance with the modified or amended Settlement Term Sheet of the consent judgment while the consent judgment is in effect is deemed to be in compliance with NRS 107.400 to 107.560, inclusive, and is not liable for a violation of NRS 107.400 to 107.560, inclusive.





**NRS 107.077 Delivery of documents by beneficiary to trustee; recording by trustee; liability for failure to deliver or record documents; requirements for release of deed of trust when reconveyance not recorded; liability for improperly recording deed of trust; criminal penalty.**

1. Within 21 calendar days after receiving written notice that a debt secured by a deed of trust made on or after October 1, 1991, has been paid or otherwise satisfied or discharged, the beneficiary shall deliver to the trustee or the trustor the original note and deed of trust, if the beneficiary is in possession of those documents, and a properly executed request to reconvey the estate in real property conveyed to the trustee by the grantor. If the beneficiary delivers the original note and deed of trust to the trustee or the trustee has those documents in his or her possession, the trustee shall deliver those documents to the grantor.

2. Within 45 calendar days after a debt secured by a deed of trust made on or after October 1, 1991, is paid or otherwise satisfied or discharged, and a properly executed request to reconvey is received by the trustee, the trustee shall cause to be recorded a reconveyance of the deed of trust.

3. If the beneficiary fails to deliver to the trustee a properly executed request to reconvey pursuant to subsection 1, or if the trustee fails to cause to be recorded a reconveyance of the deed of trust pursuant to subsection 2, the beneficiary or the trustee, as the case may be, is liable in a civil action to the grantor, his or her heirs or assigns in the sum of \$1,000, plus reasonable attorney's fees and the costs of bringing the action, and the beneficiary or the trustee is liable in a civil action to any party to the deed of trust for any actual damages caused by the failure to comply with the provisions of this section and for reasonable attorney's fees and the costs of bringing the action.

4. Except as otherwise provided in this subsection, if a reconveyance is not recorded pursuant to subsection 2 within:

(a) Seventy-five calendar days after the payment, satisfaction or discharge of the debt, if the payment, satisfaction or discharge was made on or after October 1, 1993; or

(b) Ninety calendar days after the payment, satisfaction or discharge of the debt, if the payment, satisfaction or discharge was made before October 1, 1993,

— a title insurer may prepare and cause to be recorded a release of the deed of trust. At least 30 calendar days before the recording of a release pursuant to this subsection, the title insurer shall mail, by first-class mail, postage prepaid, notice of the intention to record the release of the deed of trust to the trustee, trustor and beneficiary of record, or their successors in interest, at the last known address of each such person. A release prepared and recorded pursuant to this subsection shall be deemed a reconveyance of a deed of trust. The title insurer shall not cause a release to be recorded pursuant to this subsection if the title insurer receives written instructions to the contrary from the trustee, the trustor, the owner of the land, the holder of the escrow or the owner of the debt secured by the deed of trust or his or her agent.

5. The release prepared pursuant to subsection 4 must set forth:

(a) The name of the beneficiary;

(b) The name of the trustor;

(c) The recording reference to the deed of trust;

(d) A statement that the debt secured by the deed of trust has been paid in full or otherwise satisfied or discharged;

(e) The date and amount of payment or other satisfaction or discharge; and

(f) The name and address of the title insurer issuing the release.

6. A release prepared and recorded pursuant to subsection 4 does not relieve a beneficiary or trustee of the requirements imposed by subsections 1 and 2.

7. A trustee may charge a reasonable fee to the trustor or the owner of the land for services relating to the preparation, execution or recording of a reconveyance or release pursuant to this section. A trustee shall not require the fees to be paid before the opening of an escrow, or earlier than 60 calendar days before the payment, satisfaction or discharge of the debt secured by the deed of trust. If a fee charged pursuant to this subsection does not exceed \$100, the fee is conclusively presumed to be reasonable.

8. In addition to any other remedy provided by law, a title insurer who improperly causes to be recorded a release of a deed of trust pursuant to this section is liable for actual damages and for a reasonable attorney's fee and the costs of bringing the action to any person who is injured because of the improper recording of the release.

9. Any person who willfully violates this section is guilty of a misdemeanor.

(Added to NRS by 1991, 1103; A 1993, 2336; 1995, 1522; 1999, 57; 2011, 330, 1748)

**NRS 104.9604 Procedure if security agreement covers real property or fixtures.**

1. If a security agreement covers both personal and real property, a secured party may proceed:
  - (a) Under this part as to the personal property without prejudicing any rights with respect to the real property; or
  - (b) As to both the personal property and the real property in accordance with the rights with respect to the real property, in which case the other provisions of this part do not apply.
2. Subject to subsection 3, if a security agreement covers goods that are or become fixtures, a secured party may proceed:
  - (a) Under this part; or
  - (b) In accordance with the rights with respect to real property, in which case the other provisions of this part do not apply.
3. Subject to the other provisions of this part, if a secured party holding a security interest in fixtures has priority over all owners and encumbrancers of the real property, the secured party, after default, may remove the collateral from the real property.
4. A secured party that removes collateral shall promptly reimburse any encumbrancer or owner of the real property, other than the debtor, for the cost of repair of any physical injury caused by the removal. The secured party need not reimburse the encumbrancer or owner for any diminution in value of the real property caused by the absence of the goods removed or by any necessity of replacing them. A person entitled to reimbursement may refuse permission to remove until the secured party gives adequate assurance for the performance of the obligation to reimburse.

(Added to NRS by 1999, 347)

**NRS 104.9518 Claim concerning inaccurate record, wrongfully filed record or record filed by person not entitled to do so: Filing of information statement.**

1. A person may file in the filing office an information statement with respect to a record indexed there under his or her name if the person believes that the record is inaccurate or was wrongfully filed.

2. An information statement under subsection 1 must:

(a) Identify the record to which it relates by:

(1) The file number assigned to the initial financing statement to which the record relates; and

(2) If the information statement relates to a record filed or recorded in a filing office described in paragraph (a) of subsection 1 of NRS 104.9501, the date that the initial financing statement was filed or recorded and the information specified in subsection 2 of NRS 104.9502;

(b) Indicate that it is an information statement; and

(c) Provide the basis for the person's belief that the record is inaccurate and indicate the manner in which the person believes the record should be amended to cure any inaccuracy or provide the basis for his or her belief that the record was wrongfully filed.

3. A person may file in the filing office an information statement with respect to a record filed there if the person is a secured party of record with respect to the financing statement to which the record relates and believes that the person that filed the record was not entitled to do so under subsection 3 of NRS 104.9509.

4. An information statement under subsection 3 must:

(a) Identify the record to which it relates by:

(1) The file number assigned to the initial financing statement to which the record relates; and

(2) If the information statement relates to a record filed or recorded in a filing office described in paragraph (a) of subsection 1 of NRS 104.9501, the date that the initial financing statement was filed or recorded and the information specified in subsection 2 of NRS 104.9502;

(b) Indicate that it is an information statement; and

(c) Provide the basis for the person's belief that the person that filed the record was not entitled to do so under subsection 3 of NRS 104.9509.

5. The filing of an information statement does not affect the effectiveness of an initial financing statement or other filed record.

(Added to NRS by 1999, 336; A 2011, 629)



**CERTIFICATE OF MAILING**

I HEREBY CERTIFY THAT ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, I PLACED A TRUE AND CORRECT COPY OF THE FOREGOING CIVIL SUMMONS AND COMPLAINT 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 \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

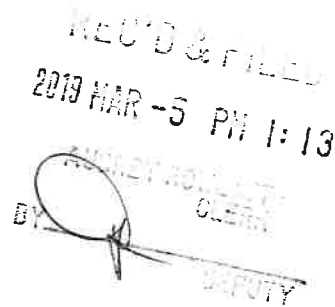
PURSUANT TO NRS 53.045, I DECLARE  
UNDER PENALTY OF PERJURY THAT THE  
FOREGOING IS TRUE AND CORRECT.

\_\_\_\_\_  
(SIGNATURE)

THOMAS CORNWELL  
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8 Attorney for Neil E. Schultz, Plaintiff



9  
10 IN THE FIRST JUDICIAL DISTRICT COURT FOR THE STATE OF NEVADA  
11  
12 IN AND FOR CARSON CITY, NEVADA

13 NEIL E. SCHULTZ, a Nevada resident, aka  
14 The Neil E. Schultz Trust dated January 29,  
15 2016,

16 Plaintiff,

17 vs.

18 THOMAS L. CORNWELL, a Nevada  
19 resident; DOES 1 through 5,

20 Defendants.

Case No.: 18RP000181B

Dept. No. 2

21 APPLICATION FOR ENTRY OF DEFAULT

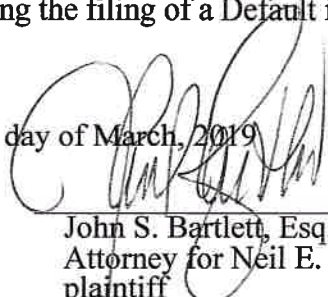
22 TO: THE CLERK OF THE FIRST JUDICIAL DISTRICT COURT  
23 CARSON CITY, NEVADA

24 Please enter the Default of Defendant Thomas L. Cornwell for failure to plead or  
25 otherwise defend the above-entitled action as provided by the Nevada Rules of Civil Procedure.  
26 The defendant was served with a copy of the Summons and Complaint by personal service on  
27 February 1, 2019. More than 20 days have elapsed since said service and the defendant has not  
28 filed an answer or other responsive pleading with the Court, and no extension has been granted.

The undersigned was informed by the Court Clerk that defendant Cornwell did file a request for waiver of the filing fee imposed on filing a first appearance, but that his request was denied. Accordingly, on February 25, 2019 the undersigned mailed the attached Notice of Intent to Take Default to defendant Thomas Cornwell in which he was notified he had three days to file

1 an answer or other responsive pleading with the Court, or until February 28, 2019. As defendant  
2 Cornwell still have not filed answer or other responsive pleading the filing of a Default is now  
3 warranted.

4 Dated this 5<sup>th</sup> day of March, 2019

5   
6 John S. Bartlett, Esq.  
7 Attorney for Neil E. Schultz,  
8 plaintiff  
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1 John S. Bartlett, Esq.  
2 SBN 143  
3 755 N. Roop St.  
4 Suite 108  
5 Carson City, NV 89701  
6 (775) 841-6444  
7 johnsbartlett@att.net

8 Attorneys for Neil E. Schultz, plaintiff

9  
10 IN THE FIRST JUDICIAL DISTRICT COURT FOR THE STATE OF NEVADA  
11  
12 IN AND FOR CARSON CITY, NEVADA

13 NEIL E. SCHULTZ, a Nevada resident, aka  
14 The Neil E. Schultz Trust dated January 29,  
15 2016,

16 Plaintiff,

17 vs.

18 THOMAS L. CORNWELL, a Nevada  
19 resident; DOES 1 through 5,

20 Defendants.

Case No.: 18RP000181B

Dept. No. 2

21 NOTICE OF INTENT TO TAKE DEFAULT

22 TO: THOMAS L. CORNWELL, defendant

23 PLEASE TAKE NOTICE that plaintiff Neil E. Schultz intends to take your Default  
24 unless an Answer or other responsive pleading is filed herein on or before February 28, 2019,  
25 which is three days from the date of this Notice.  
26

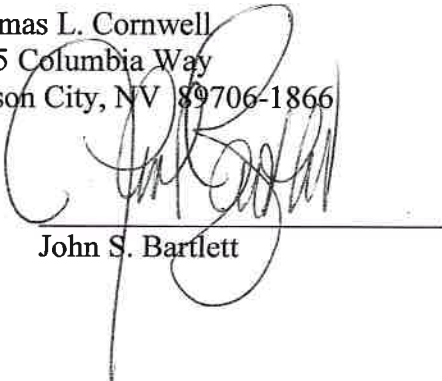
27 Dated this 25<sup>th</sup> day of February, 2019

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

CERTIFICATE OF SERVICE

The undersigned, counsel of record for plaintiff Neil E. Schultz, hereby certifies under penalty of perjury pursuant to NRCP 5(b) that on February 25, 2019 he caused the foregoing Notice of Intent to Take Default to be served on defendant Thomas L. Cornwell by depositing this document in the United States Mail, postage prepaid, and addressed to Mr. Cornwell at his last known address as follows:


Thomas L. Cornwell  
2355 Columbia Way  
Carson City, NV 89706-1866

  
John S. Bartlett

1 John S. Bartlett, Esq.  
2 SBN 143  
3 755 N. Roop St.  
4 Suite 108  
5 Carson City, NV 89701  
6 (775) 841-6444  
7 johnsbartlett@att.net

8 Attorneys for Neil E. Schultz, plaintiff

REC'D & FILED  
2019 MAR -5 PM 1:14

AUBREY BOYD  
CLERK  
BY  DEPUTY

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

12 NEIL E. SCHULTZ, a Nevada resident, aka  
13 The Neil E. Schultz Trust dated January 29,  
14 2016,

15 Plaintiff,

16 vs.

17 THOMAS L. CORNWELL, a Nevada  
18 resident; DOES 1 through 5,

19 Defendants.

Case No.: 18RP000181B

Dept. No. 2

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DEFAULT

It appearing that Thomas L. Cornwell, the defendant herein, is in default for failure to plead or otherwise defend as required by law, DEFAULT is hereby entered against the said defendant this 5 day of March, 2019

  
SUSAN-MERRIWETHER, Clerk

By , Deputy



1 John S. Bartlett, Esq.  
2 SBN 143  
3 755 N. Roop St.  
4 Suite 108  
5 Carson City, NV 89701  
6 (775) 841-6444  
7 johnsbartlett@att.net

8 Attorney for Neil E. Schultz, Plaintiff

REC'D & FILED  
2019 MAR 22 PM 3:56

AUBREY / [Signature]  
BY [Signature] DEPUTY

9  
10 IN THE FIRST JUDICIAL DISTRICT COURT FOR THE STATE OF NEVADA  
11  
12 IN AND FOR CARSON CITY, NEVADA

13 NEIL E. SCHULTZ, a Nevada resident, aka  
14 The Neil E. Schultz Trust dated Janaury 29,  
15 2016,

16 Plaintiff,

17 vs.

18 THOMAS L. CORNWELL, a Nevada  
19 resident; DOES 1 through 5,

20 Defendants.

Case No.: 18RP00018-1B

Dept. No. 2

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REPLY TO COUNTERCLAIM

In reply to the counterclaim filed herein by defendant Thomas L. Cornwell, plaintiff Neil E. Schultz admits, denies and alleges as follows:

1. In reply to the allegations in paragraph 1 of the Counterclaim, plaintiff admits that by Grant Deed dated May 6, 2003, Mary Lynn L. Cavender conveyed legal title to the property located at 2355 Columbia Way, Carson City, Nevada, to Mary Lynn Clarke, a single woman, as her sole and separate property, as evidenced by the Grant Bargain and Sale Deed attached to the Counterclaim as Exhibit 3. Plaintiff further admits that Exhibit 4 to the Counterclaim is a true and correct copy of a promissory note dated May 6, 2003 and executed by Mary Lynn Clarke to order, the principal sum of \$32,000.00, which was secured by a deed of trust granting the Trustee with the power of sale for the benefit of George Soetje, beneficiary, a portion of which is also part of Exhibit 4.

1           2. Plaintiff is without sufficient information or belief as to the truth of the allegations in  
2 paragraph 2 of the Counterclaim, and therefore, in this reply, denies them.

3           3. In reply to the allegations in paragraph 3 of the Counterclaim, plaintiff admits that  
4 Exhibit 8 to the Counterclaim is a true and correct copy of a Modification to the original  
5 promissory note executed by Mary Lynn Clarke and George Soetje. Plaintiff is without  
6 sufficient information or belief that the payments listed on Exhibit 9, referenced in paragraph 3  
7 of the Counterclaim, were made, and so denies that allegation. Plaintiff admits that Exhibit 10  
8 attached to the Counterclaim is a true and correct copy of a Quitclaim Deed dated February 9,  
9 2017 in which Mary Lynn Clarke conveyed the property located at 2355 Columbia Way, Carson  
10 City, Nevada, to defendant Thomas L. Cornwell. Plaintiff denies the remaining allegations in  
11 paragraph 3 of the Counterclaim.

12           4. In reply to the allegations in paragraph 4 of the Counterclaim, plaintiff admits that in  
13 April 2018 he informed defendant Cornwell that he now owned the rights to the promissory note  
14 dated May 6, 2003, and that Mr. Cornwell could purchase the property for \$80,000.00. Plaintiff  
15 also admits that he directed the trustee of the deed of trust securing payment of the May 6, 2003  
16 promissory note to commence foreclosure proceedings because payments on the note were  
17 seriously in default. Plaintiff denies the remaining factual allegations in paragraph 4 of the  
18 Counterclaim.

19           5. In reply to the allegations in paragraph 5 of the Counterclaim, plaintiff lacks sufficient  
20 information and belief as to the allegations, and on that basis denies the same.

21           6. In reply to the allegations in paragraph 6 of the Counterclaim, plaintiff denies these  
22 allegations.

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

Wherefore, plaintiff Neil Schultz respectfully requests that the Court enter judgment in his favor on defendant Thomas Cornwell's Counterclaim as follows:

1. That defendant Thomas Cornwell take nothing on his Counterclaim, and that judgment be entered in favor of plaintiff;
2. For costs of suit, and a reasonable attorney's fee;
3. For such other relief as this Court deems appropriate in the circumstances.

Dated this 22<sup>nd</sup>/day of March, 2019

John S. Bartlett, Esq.  
Attorney for plaintiff and  
counter-defendant Neil  
Schultz

CERTIFICATE OF SERVICE

The undersigned, attorney of record for plaintiff and counter-defendant Neil E. Schultz, hereby certifies pursuant to NRCP 5(b)(2)(B) that on March 22, 2019 he caused a true and correct copy of the foregoing Reply to Counterclaim to be served on defendant and counterclaimant Thomas Cornwell (who is not represented by legal counsel in this case at this time) by depositing it in the United States Mail, postage prepaid, and addressed to Mr. Cornwell as follows:

Thomas Cornwell  
2355 Columbia Way  
Carson City, NV 89701

  
John S. Bartlett

Your name: Thomas Cornwell  
Mailing Address: 2355 COLUMBIA WAY  
City, State, Zip: Carson City NV. 89706  
Telephone: 775-461-0377  
In Proper Person

REC'D & FILED  
2019 APR 25 PM 3:26

AUBREY ROWLATT  
CLERK  
DEPUTY  
BY [Signature]

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

Neil Schulte

Plaintiff,

vs.

Thomas Cornwell

Defendant.

Case No.: 18RP00018-1B

Dept. No. II

**REQUEST FOR SUBMISSION**

COMES NOW, Thomas Cornwell, in proper person, and hereby  
(Your Name)  
requests that the ANSWER, COUNTERCLAIM, REPLY previously filed  
(Name of Document Previously Filed)  
in the above-entitled matter on March 22, 20 19, be submitted to  
(Date Document Filed)  
the Court for consideration.

DATED this 25 day of April, 20 19.

[Signature]  
(Signature)

**CERTIFICATE OF SERVICE**

Pursuant to NRCP 5(b), the undersigned hereby certifies that on this date, I deposited a true and correct copy of the foregoing Request to Submit in the U.S. Mail with postage pre-paid thereon, addressed to:

John S. Bartlett Esq  
(Other Party's Name)  
755 N. ROOP ST. SUITE 108  
(Other Party's Mailing Address)  
Carson City, NV 89701  
(Other Party's Mailing Address)

Dated this 25 day of April, 20 19.

  
(Signature)



REC'D & FILED

2019 MAY -2 AM 8:12

ADDED TO DOCKET

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. 2**

**Plaintiff,**

**vs.**

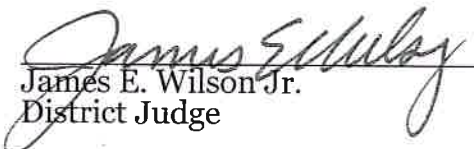
**THOMAS L. CORNWELL, a Nevada  
resident; DOES 1 through 5,**

**Defendants.**

**ORDER**

Answer, Counterclaim and Reply do not need to be submitted to the Court.

May 1, 2019.

  
James E. Wilson Jr.  
District Judge

1 **CERTIFICATE OF SERVICE**

2 I certify that I am an employee of the First Judicial District Court of Nevada; that  
3 on May 2, 2019, I served a copy of this document by placing a true copy in an  
4 envelope addressed to:

5 Thomas Cornwell  
6 2355 Columbia Way  
7 Carson City, NV 89706

8 the envelope sealed and then deposited in the Court's central mailing basket in the Court  
9 Clerk's Office for delivery to the United States Post Office at 1111 South Roop Street,  
10 Carson City, Nevada for mailing.

11   
12 Susan Greenburg  
13 Judicial Assistant  
14  
15  
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Your name:  
Mailing Address:  
City, State, Zip:  
Telephone:  
In Proper Person

Thomas Cornwell  
2355 COLUMBIA WAY  
Carson City Nv. 89701  
775-461-0377

REC'D & FILED

2019 MAY 10 PM 3:43

AUBREY ROWLATT  
CLERK

BY [Signature] DEPUTY

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

Neil Schultz

Plaintiff,

vs.

Thomas Cornwell

Defendant.

Case No.: 18RP00018-1B

Dept. No.: II

NOTICE TO SET

TO: NEIL SCHULTZ & ATTORNEY JOHN BARTLETT  
(NAME OF OPPOSING PARTY AND THEIR COUNSEL)

YOU WILL PLEASE TAKE NOTICE that the undersigned, Thomas Cornwell  
(Your Name)  
will appear telephonically before the Judicial Assistant of the above-entitled court, on

Wednesday, May 15th, 20 19, between 9:00 a.m. and 9:30 a.m. or

at a time set by the Judicial Assistant to set this matter for QUIET TITLE / COUNTERCLAIM  
(What you are wanting heard)

Thomas Cornwell  
(Your Name)

775-461-0377  
(Telephone Number)

John Bartlett Esq  
(Other Party or Attorney Name)

775-841-6444  
(Telephone Number)

DATED this 10th day of May, 20 19.

[Signature]  
(Signature)

**CERTIFICATE OF SERVICE**

Pursuant to NRCP 5(b), the undersigned hereby certifies that on this date, I deposited a true and correct copy of the foregoing Notice to Set in the U.S. Mail with postage pre-paid thereon, addressed to:

John S. Bartlett Esq  
755 N. ROOP ST SUITE 108  
Carson City Nv. 89701

Dated this 10th day of May, 20 19.

Linda Beckenridge  
(signature)

1 John S. Bartlett, Esq.  
2 SBN 143  
3 755 N. Roop St.  
4 Suite 108  
5 Carson City, NV 89701  
6 (775) 841-6444  
7 johnsbartlett@att.net

8 Attorney for Neil E. Schultz, Plaintiff

REC'D & FILED

2019 JUL -3 PM 3: 36

AUBREY ROWLATT  
CLERK

DEPUTY

9  
10 IN THE FIRST JUDICIAL DISTRICT COURT FOR THE STATE OF NEVADA  
11  
12 IN AND FOR CARSON CITY, NEVADA

13 NEIL E. SCHULTZ, a Nevada resident, aka  
14 The Neil E. Schultz Trust dated January 29,  
15 2016,

16 Plaintiff,

17 vs.

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

20 Defendants.

Case No.: 18RP00018

Dept. No. II

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EARLY CASE CONFERENCE REPORT

Plaintiff Neil E. Schultz, by and through his attorney John S. Bartlett, hereby submits the Early Case Conference Report. The Early Case Conference, pursuant to NRCP 16.1(b) was held on May 21, 2019 at the offices of John S. Bartlett. Defendant Thomas Cornwell attended this meeting in person; John S. Bartlett represented plaintiff Neil E. Schultz at the meeting. At that meeting the parties discussed the following:

1. Nature of the Action. This is an action to quiet title to the real property and mobile home (herein, the property) located at 2355 Columbia Way, Carson City, Nevada 89706. Plaintiff asserts that he purchased a promissory note secured by a deed of trust encumbering the property and that, due to a default in making payments on the note, he directed the non-judicial foreclosure of the deed of trust. Plaintiff obtained a trustee's deed to the property after the

1 foreclosure sale, dated September 18, 2018. Plaintiff has documentation indicating the mobile  
2 home was converted to real property in October 2001.

3 Defendant filed an Answer asserting that he is the successor in interest to the person who  
4 is the obligor on the promissory note, and received a quitclaim deed to the property dated  
5 February 9, 2017 and recorded on February 14, 2017. Defendant asserts that he had been  
6 making payments to the original payee, George Soetje, on the promissory note and believed the  
7 payments were current prior to the commencement of the foreclosure. Defendant also asserts the  
8 foreclosure was defective.

9 2. Settlement Discussions. During the Early Case Conference there was some talk of  
10 settlement, but the parties agreed that more information on the facts was needed before there  
11 could be meaningful settlement discussions.

12 3. Discovery Plan. The parties discussed the production of certain documents as  
13 necessary to gain a better understanding of the facts alleged by the parties. Specifically, in the  
14 case of plaintiff's request for documentation, plaintiff seeks documentary proof the payments  
15 defendant allegedly made to Mr. Soetje since January 1, 2010, which defendant Cornwell has  
16 agreed to provide. There may be depositions as well.

17 4. Witnesses. Besides the parties, the plaintiff's known witnesses at this time include:

18 George Soetje

19 Karen Lynne Clarke

20 Geneva Martinkus, Manager, Allied Trustee Services

21 Defendant did not offer any witnesses other than himself.

22 5. Documents to be Exchanged. Defendant agreed to provide documentary proof of all  
23 payments he has made to George Soetje. As of the date of this Early Case Conference Report,  
24 defendant has not produced any documents purporting to represent payments he made to Mr.  
25 Soetje, or any other documents.

26 6. Expert Witnesses. No expert witnesses are anticipated at this time.

27 7. Discovery Deadline. October 31, 2019.

28 8. Deadline to Amend Complaint. August 31, 2019.



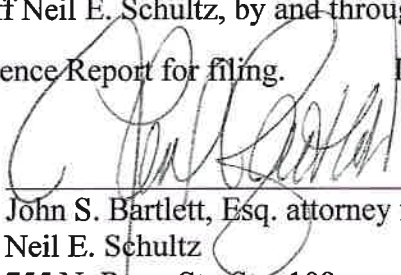
1        9. Expert Witness Disclosure Deadline. August 15, 2019.

2        10. Dispositive Motion Deadline. November 30, 2019, or 30 days after resolution of any  
3 discovery dispute, whichever is later.

4        11. Time For Trial. 2 days.

5        12. Jury trial. The parties do not want a jury trial.

6        The undersigned submitted the foregoing Early Case Conference Report draft to  
7 defendant Cornwell on May 28, 2019. See Exhibit 1, attached. Defendant has not returned the  
8 Report nor contacted the undersigned regarding any requested changes since then. Therefore,  
9 plaintiff Neil E. Schultz, by and through his attorney, respectfully submits this Early Case  
10 Conference Report for filing.        DATED: July 3, 2019.

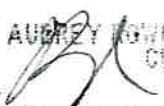
11  
12          
13        John S. Bartlett, Esq. attorney for plaintiff  
14        Neil E. Schultz  
15        755 N. Roop St., Ste. 108  
16        Carson City, NV 89701  
17        (775) 841-6444  
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CERTIFICATE OF SERVICE

The undersigned, counsel of record for plaintiff Neil E. Schultz, hereby certifies pursuant to NRCP 5(b) that on July 3, 2019 he caused the foregoing Early Case Conference Report to be served by depositing a true and correct copy in the United States Mail, postage prepaid, and addressed to defendant Thomas Cornwell at his last known address, to wit, 2355 Columbia Way, Carson City, Nevada, 89706.

  
John S. Bartlett

**In the First Judicial District Court of the State of Nevada  
In and For Carson City  
AMENDED TRIAL DATE MEMO**

REC'D & FILE  
2020 AUG -6 AM 8:  
AUBREY ROWLATT  
CLERK  
BY   
DEPT

Case No.: 18 RP00018 1B

Set In Department: 2

NEIL E. SCHULTZ, a Nevada resident,  
aka THE NEIL E. SCHULTZ TRUST dated  
January 29, 2016,

Plaintiff

John S. Bartlett, Esq.  
Plaintiff's Counsel

vs.

THOMAS L. CORNWELL, a Nevada  
residence, DOES 1 through 5,

Defendant(s)

Pro Pers  
Defendant's Counsel

**X Bench Trial**

**TO COMMENCE** on the 6 day of August, 2020 AT 9:00 o'clock A.M.

TIME ALLOWED 1 Day(s)

Setting No 1

Written confirmation  
Plaintiff's Counsel

DATED August 6, 2020

Verbal confirmation  
Pro per

James E. Wilson Jr.  
District Judge

**CERTIFICATE OF SERVICE**

The undersigned, an employee of the Carson City Clerk/District Judge, hereby certifies that on October 24, 2019  
( ) Handing a copy thereof to the ( ) Plaintiff's attorney ( ) Defendant's attorney ( ) DA ( ) Pro per ( ) Other  
(X) Faxing and/or depositing a copy thereof to the pick-up box located in the Clerk's Office, addressed as follows:

Thomas Cornwell 2355 Columbia Way Carson City, NV 89706 Tlcnv.yahoo.com	John S. Bartlett, Esq. 755 N. Roop Street Suite 108 Carson City, NV 89701 johnsbartlett@att.net	
--	---	--

SUBSCRIBED and SWORN to before me  
this    day of   , 2020  
Aubrey Rowlatt, Clerk  
BY:    Deputy



1 THOMAS CORNWELL  
2 2355 COLUMBIA WAY  
3 CARSON CITY, NV. 89701  
4 (775)461-0377  
5 TLCNV@YAHOO.COM  
6 IN PROPER PERSON

REC'D & FILED

2019 AUG -8 PM 1:23

AUBREY ROWLATT  
CLERK

BY STORCK  
DEPUTY

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

10 NEIL SCHULTZ TRUST  
11 NEIL SCHULTZ

CASE NO.: 18 RP 00018 1B

DEPT. NO: II

12 PLAINTIFF,  
13 VS.

14 THOMAS CORNWELL

MOTION FOR SUMMARY JUDGMENT  
WITH DECLARATORY RELIEF

15 DEFENDANT(S).

16 COMES NOW DEFENDANT, THOMAS CORNWELL, IN PROPER PERSON  
17 TO REQUEST A MOTION FOR SUMMARY JUDGMENT WITH DECLARATORY RELIEF  
18 FOR DAMAGES IN EXCESS OF \$15000.00

19 DATED this 8 day of August, 2019.

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

22   
23 (signature) THOMAS CORNWELL

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

**SUMMARY OF THE CASE**

- 1) NEIL SCHULTZ, THE PLAINTIFF IN THE ACTION TO QUIET TITLE, ADMITS THAT HE DIRECTED THE NON-JUDICIAL FORECLOSURE OF THE REAL PROPERTY SITUATED AT 2355 COLUMBIA WAY CARSON CITY NV.

*REPLY TO COUNTERCLAIM PARAGRAPH 4*

- 2) PLAINTIFF ALSO ADMITS THAT THE QUITCLAIM SIGNED BY KAREN CLARKE CONVEYING THE PROPERTY TO THOMAS CORNWELL IS A TRUE AND CORRECT COPY.

*SEE PARAGRAPH 3 OF REPLY TO COUNTERCLAIM IN REFERENCE TO EXHIBIT 10*

- 3) PLAINTIFF ADMITS THAT HE DRAFTED, SIGNED, AND CAUSED TO BE RECORDED THE NOTICE OF DEFAULT AND ELECTION TO SELL AS IS THE REQUIREMENT OUTLINED IN NRS 107.080

*REPLY TO COUNTERCLAIM PARAGRAPH 4*

*SEE NOTICE OF DEFAULT AND ELECTION TO SELL RECORDED DOCUMENT*

- 4) THE NOTICE OF DEFAULT AND ELECTION TO SELL IS STATUTORILY DEFECTIVE ON ITS FACE IN THAT REQUIREMENTS I, II, III, IV, & V ARE NOT INCLUDED AND FURTHER REQUIREMENTS FOR OWNER OCCUPIED HOUSING OUTLINED IN NRS 107.400-560 WERE NOT MET THEREFORE ANY FORECLOSURE PROCESS SHOULD BE DECLARED VOID AS A MATTER OF LAW.

*SEE RECORDED NOTICE OF DEFAULT AND ELECTION TO SELL FOR DEFECTS NON-COMPLIANCE NRS 107.080 1-5 107.400-560*

1 5) BASED ON PLAINTIFFS OWN ADMISSIONS THE AFFIRMATIVE DEFENSE OF  
2 FRAUD APPLIES.

3 CONCLUSION

4 THEREFORE DEFENDANT, THOMAS CORNWELL, RESPECTFULLY  
5 REQUESTS A SUMMARY JUDGEMENT WITH DECLARATORY RELIEF AND THAT  
6 THIS COURT RULE AS A MATTER OF LAW CITING THE AFFIRMATIVE DEFENSE OF  
7 FRAUD AND GRANT DEFENDANT THE FOLLOWING:

- 8
- 9 1. VOID THE SALE OF REAL PROPERTY (*2355 COLUMBIA WAY*  
10 *CARSON CITY NV 89701*) AND INVALIDATE ALL RECORDINGS  
11 OF THE DEED TO SAID REAL PROPERTY (*DESCRIPTION AND*  
12 *LEGAL OWNERSHIP*) REPRESENTATIVE OF THE FRAUD.
- 13 2. GRANT DECLARATORY RELIEF IN EXCESS OF \$15000.00 AS  
14 PROVIDED BY NRS 107.560 (2) AND ANY DAMAGES THAT  
15 THE COURT DEEMS APPROPRIATE.
- 16 3. AWARD COSTS/FEEs TO DEFEND THIS ACTION
- 17 4. FILE CRIMINAL CHARGES AGAINST PLAINTIFF FOR  
18 KNOWINGLY PERPETRATING THE FRAUD.
- 19  
20  
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24



1  
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3  
4  
5 CERTIFICATE OF MAILING

6 I HEREBY CERTIFY that on the 8th day of August, 2019.

7 I placed a true and correct copy of the foregoing REQUEST FOR SUMMARY JUDGMENT in  
8 the United States Mail, with first-class postage prepaid, addressed to the following:

9  
10 JOHN S. BARTLETT, ESQ.

11 NV BAR 143

12 775 N. ROOP ST. SUITE 108

13 (775)841-6444

14 johnsbartlett@att.com

15  
16 DATED this 8 day of August, 2019.

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

20   
(signature)

21 THOMAS CORNWELL  
22 2355 COLUMBIA WAY  
23 CARSON CITY, NV. 89701  
24 (775)461-0377  
TLCNV@YAHOO.COM

Your Name: Thomas Cornwell  
Address: 2355 Columbia Way  
City, State, Zip Carson City, NV 89706  
Telephone: 725-461-0377  
Email Address: TICNV@yahoo.com  
Self-Represented

REC'D & FILED  
2019 AUG -8 PM 1:23  
AUBREY ROWLATT  
CLERK  
BY GURAS  
DEPUTY

DISTRICT COURT  
CARSON CITY COUNTY, NEVADA

Neil Schultz  
Plaintiff,

vs.

Thomas Cornwell  
Defendant.

CASE NO.: 18 RP 00018 1B

DEPT: II

REQUEST FOR SUBMISSION

(☒ *check one*) ☐ Plaintiff / ☒ Defendant requests that the (name of document you submitted to the court) Request Summary Judgement filed on (date document was filed) 8-8-2019 be submitted to the Court for decision.

DATED this 8 day of August, 2019

Submitted By: (Signature) ▶


Printed Name:

[Signature]  
Thomas Cornwell

REC'D & FILED

2019 AUG 13 AM 9:08

AUBREY RONIATT  
CLERK

BY  DEPUTY

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

NEIL SCHULTZ TRUST,  
NEIL SCHULTZ,

Plaintiff,

vs.

THOMAS CORNWELL,

Defendant.

CASE NO. 18 RP 00018 1B

DEPT. 2

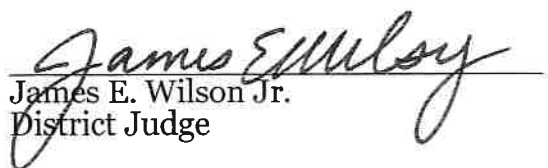
ORDER DENYING REQUEST TO  
SUBMIT

On August 8, 2019, the defendant filed a Request to Submit his Motion for Summary Judgment with Declaratory Relief which was filed with the court on the same day.

First Judicial District Court Rule 15 and Nevada Rule of Civil Procedure 6 govern the time for the opposing party to respond. The matter cannot be submitted until after 13 days has expired after service of a motion. Therefore, the Request to Submit is denied. After the period for a response has expired, a new Request to Submit will be necessary.

It is Ordered.

August 12, 2019.

  
James E. Wilson Jr.  
District Judge


**CERTIFICATE OF SERVICE**

I certify that I am an employee of the First Judicial District Court of Nevada; that on the 13 day of August 2019 I served a copy of this document by placing a true copy in an envelope addressed to:

Thomas Cornwell  
2355 Columbia Way  
Carson City, NV 89701

John S. Bartlett, Esq.  
775 N. Roop ST., Suite 108  
Carson City, NV 89701

the envelope sealed and then deposited in the Court's central mailing basket in the court clerk's office for delivery to the USPS at 1111 South Roop Street, Carson City, Nevada, for mailing.

  
\_\_\_\_\_  
Susan Greenburg  
Judicial Assistant

1 John S. Bartlett, Esq.  
2 SBN 143  
3 755 N. Roop St.  
4 Suite 108  
5 Carson City, NV 89701  
6 (775) 841-6444  
7 johnsbartlett@att.net

8 Attorneys for Plaintiff

REC'D & FILED

2019 AUG 26 PM 4:48

AUDREY ROWLATT  
CLERK

BY CTURAB  
DEPUTY

9  
10 IN THE FIRST JUDICIAL DISTRICT COURT FOR THE STATE OF NEVADA  
11  
12 IN AND FOR CARSON CITY, NEVADA

13 NEIL E. SCHULTZ, a Nevada resident, aka  
14 The Neil E. Schultz Trust dated January 29,  
15 2016,

16 Plaintiff,

17 vs.

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

20 Defendant.

Case No.: 18RP00018

Dept. No. II

21 RESPONSE TO DEFENDANT'S MOTION FOR SUMMARY JUDGMENT

22 Plaintiff Neil E. Schultz, by and through his attorney John S. Bartlett, hereby submits his  
23 response to defendant Thomas L. Cornwell's motion for summary judgment. In this response,  
24 plaintiff respectfully requests the Court to deny the motion, or defer consideration of the motion  
25 until plaintiff completes his planned formal discovery so that he can properly respond to  
26 defendant's denial of material facts in his Answer as well as to the claims defendant set forth in  
27 his counterclaim. See NRCP 56(d). This response is based on the pleadings and papers on file  
28 herein, the Affidavit of John S. Bartlett, and the following points and authorities.

POINTS AND AUTHORITIES

On November 5, 2018, plaintiff commenced this action to quiet title to the real property  
and located at 2355 Columbia Way, Carson City, Nevada (the property). After several fruitless  
weeks of attempting to serve defendant Thomas Cornwell at his residence at this address, the

1 defendant was successfully served on February 1, 2019 at a hearing at the Carson Justice Court.  
2 See Proof of Service, filed herein on February 25, 2019.

3 In his complaint, plaintiff has alleged that he is the record owner of the property as a  
4 result of his purchase of the property at a foreclosure sale held on August 23, 2018. The  
5 Trustee's Deed conveying the property to Neil E. Schultz as trustee of the Neil E. Schultz Trust,  
6 dated September 18, 2018, and recorded in Carson City on September 26, 2018, was attached to  
7 the Complaint as Exhibit 1. The recitals set forth in the Trustee's Deed accurately set forth the  
8 events and transfers that took place from the date the deed of trust was created as security for a  
9 promissory note executed by one Karen Lynn Clarke, dated May 2, 2003, in favor of Mr. George  
10 Soetje, through the date of the foreclosure sale. These recitals include the facts regarding service  
11 of the Notice of Default and Election to Sell, and later the Notice of Sale, on defendant Cornwell,  
12 who was occupying the property at the time the foreclosure commenced. The allegations of the  
13 Complaint allege that despite Mr. Schultz's demand that he vacate the property, Mr. Cornwell  
14 refused, claiming he had the right to title and possession of the property. Accordingly, Mr.  
15 Schultz requested the remedy of having the District Court quiet title to the property in his name  
16 (or in the name of his inter vivos trust), and the issuing of a writ of possession to have Mr.  
17 Cornwell removed if he did not vacate voluntarily.

18 In his Answer and Counterclaim, filed on March 4, 2019, Mr. Cornwell asserted that his  
19 predecessor in interest, Karen Lynn Clarke, conveyed the property him through a quitclaim deed  
20 dated February 9, 2017. See Answer, ¶7. Mr. Cornwell alleged the note was not in default at the  
21 time the Notice of Default and Election to sell was recorded and served. Answer, ¶8. Mr.  
22 Cornwell further alleged that he had made payments to Mr. Soetje for several years since 2010  
23 that had not been accounted for in the foreclosure process, and that the foreclosure sale was  
24 defective. Answer, ¶8. In his Counterclaim, Mr. Cornwell asserted that the foreclosure notices  
25 he received prior to the foreclosure sale were defective. ¶ 4-5. Mr. Cornwell further alleged that  
26 he had made a number of payments on the promissory note. ¶4, Exhibit 9. Finally, Mr.  
27 Cornwell alleged fraud in the recording of the Trustee's Deed. ¶6. Mr. Cornwell sought, *inter*  
28 *alia*, a declaration that the foreclosure sale be set aside. Counterclaim, p. 11.



1 Plaintiff filed his Reply to the Counterclaim on March 22, 2019. In his Reply the  
2 plaintiff denied the factual allegations in the Counterclaim cited by Mr. Cornwell as supporting  
3 his counterclaims. The Early Case Conference was held on May 21, 2019 at the office of  
4 plaintiff's counsel. Mr. Cornwell attended in person. At the early case conference, plaintiff's  
5 counsel asked Mr. Cornwell to produce evidence of his alleged payments made to Mr. Soetje  
6 since 2010, which Mr. Cornwell said he would produce. See Early Case Conference Report,  
7 filed herein on July 3, 2019.

8 A draft of the Early Case Conference Report was mailed to Mr. Cornwell on May 28,  
9 2019. See Declaration of John S. Bartlett. Mr. Cornwell never responded. Eventually,  
10 plaintiff's counsel filed the Early Case Conference Report. Despite Mr. Cornwell's assurances  
11 that he would produce evidence of his note payments to Mr. Soetje, the defendant has not  
12 produced this evidence. In a telephone conversation with Mr. Cornwell in July 2019 after the  
13 Early Case Conference Report was filed and served, Mr. Cornwell informed plaintiff's counsel  
14 that he would not produce this evidence until trial. See Declaration of John S. Bartlett. Mr.  
15 Cornwell has not provided any evidence of his alleged payments in his motion for summary  
16 judgment.

17 Pursuant to NRCP 56(d), if a non-movant shows by affidavit or declaration that, for  
18 specified reasons, it cannot present facts essential to justify its opposition, the court may (1)  
19 defer considering the motion or deny it; (2) allow time to obtain affidavits or declarations or to  
20 take discovery; or (3) issue any other appropriate order. In response to defendant's motion for  
21 summary judgment, plaintiff believes that additional time is needed to conduct discovery to  
22 address the defenses and counterclaims raised by defendant.

23 As set forth in the attached Declaration of John S. Bartlett, the discovery deadline in this  
24 case is set for October 31, 2019 per agreement by the parties. The plaintiff is planning formal  
25 discovery to discover material facts relating to the validity of defendant's counterclaims, and  
26 denial of facts alleged in plaintiff's complaint. Among these material facts are (1) requesting  
27 defendant to produce his documentary evidence that he or Ms. Clarke made payments on the  
28 promissory note to Mr. Soetje after February 2010; (2) obtaining testimony from George Soetje

1 regarding whether he ever received any payments from defendant Cornwell towards the  
2 promissory note; (3) obtaining documents and deposition testimony from Allied Trustee  
3 Services, and Judith Otto, its attorney, relevant to the issue of whether the Notice of Default and  
4 Election to Sell, and Notice of Sale, were sufficiently proper in form, and whether procedural  
5 and notice requirements were met; (4) whether documents informing Mr. Cornwell of  
6 alternatives other than foreclosure were required to be sent to him; (5) documentation from the  
7 Division of Manufactured Housing on whether the mobile home on the property was ever  
8 properly converted to real property; (6) deposition testimony from Mr. Cornwell regarding facts  
9 he alleged or denied in his Answer and Counterclaim. Discovery on these matters is necessary in  
10 order for plaintiff to properly and fully respond to defendant's pending motion for summary  
11 judgment, which appears to be based primarily on defendant's claim that the foreclosure notices  
12 were legally defective. Discovery is also needed to address certain other claims and defenses  
13 alleged by the defendant, and to provide an additional factual basis for the plaintiff's claim that  
14 he is entitled to have title to the property quieted in his name, and to have defendant removed  
15 from the property.

16 Specific discovery plans are as follows. Mr. Soetje lives in Sagle, Idaho. He has agreed  
17 to provide a Declaration regarding the defendant's failure to make any payments to him at any  
18 time. A Declaration is being prepared for his review and signature. Plaintiff's counsel is  
19 preparing a Request For Production of Documents directed to defendant Cornwell to see if he  
20 has any proof of his alleged payments to Mr. Soetje, as well as other relevant documents. If  
21 there is a lack of proof of such payments, then not only will this evidence defeat Mr. Cornwell's  
22 claim that the note was not in default when the foreclosure process commenced, it also will cast  
23 doubt on other claims by Cornwell. Plaintiff's counsel expects to take Mr. Cornwell's deposition  
24 as well.

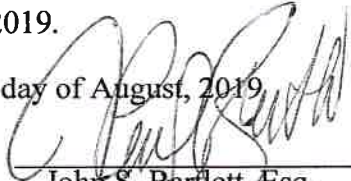
25 On the issue of the propriety of the foreclosure sale, plaintiff plans both written discovery  
26 directed to, and may take the depositions of, individuals with knowledge the process leading to  
27 the foreclosure sale by which plaintiff obtained his claim on the title to the property. This  
28

1 appears necessary to obtain the facts that buttress plaintiff's claim that the foreclosure notices  
2 and sale were legally valid, and that as a result, plaintiff properly acquired title to the property.

3 Defendants motion for summary judgment does not lay out a conclusive factual or legal  
4 case in support of his claim that the foreclosure sale should be set aside, much less that any fraud  
5 occurred.

6 NRCP 56(d) [formerly NRCP 56(f)] requires the party opposing a motion for summary  
7 judgment and seeking a denial or continuance of the motion in order to conduct further discovery  
8 provide an affidavit or declaration giving the reasons why the party cannot present "facts  
9 essential to justify the party's opposition." That declaration has been provided. See Declaration  
10 of John S. Bartlett, attached. Therefore, plaintiff respectfully requests the Court deny  
11 defendant's motion for summary judgment without prejudice, or continue its consideration of the  
12 motion until a date after the discovery deadline of October 31, 2019.

13 Dated this 26<sup>th</sup> day of August, 2019

14   
15 John S. Bartlett, Esq.  
16 Attorney for Neil E. Schultz,  
17 plaintiff  
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DECLARATION OF JOHN S. BARTLETT

The undersigned, attorney of record for plaintiff Neil E. Schultz, hereby declares under penalty of perjury that the following facts are true and correct based on declarant's own knowledge, or that the facts are true and correct to the best of declarant's information and belief.

On November 5, 2018, plaintiff commenced this action to quiet title to the real property and located at 2355 Columbia Way, Carson City, Nevada (the property). After several fruitless weeks of attempting to serve defendant Thomas Cornwell at his residence at this address, the defendant was successfully served on February 1, 2019 at a hearing at the Carson Justice Court. See Proof of Service, filed herein on February 25, 2019.

In his complaint, plaintiff has alleged that he is the record owner of the property as a result of his purchase of the property at a foreclosure sale held on August 23, 2018. The Trustee's Deed conveying the property to Neil E. Schultz as trustee of the Neil E. Schultz Trust, dated September 18, 2018, and recorded in Carson City on September 26, 2018, was attached to the Complaint as Exhibit 1. The recitals set forth in the Trustee's Deed accurately set forth the events and transfers that took place from the date the deed of trust was created as security for a promissory note executed by one Karen Lynn Clarke, dated May 2, 2003, in favor of Mr. George Soetje, through the date of the foreclosure sale. These recitals include the facts regarding service of the Notice of Default and Election to Sell, and later the Notice of Sale, on defendant Cornwell, who was occupying the property at the time the foreclosure commenced. The allegations of the Complaint allege that despite Mr. Schultz's demand that he vacate the property, Mr. Cornwell refused, claiming he had the right to title and possession of the property. Accordingly, Mr. Schultz requested the remedy of having the District Court quiet title to the property in his name (or in the name of his inter vivos trust), and the issuing of a writ of possession to have Mr. Cornwell removed if he did not vacate voluntarily.

In his Answer and Counterclaim, filed on March 4, 2019, Mr. Cornwell asserted that his predecessor in interest, Karen Lynn Clarke, conveyed the property him through a quitclaim deed dated February 9, 2017. See Answer, ¶7. Mr. Cornwell alleged the note was not in default at the time the Notice of Default and Election to sell was recorded and served. Answer, ¶8. Mr.

1 Cornwell further alleged that he had made payments to Mr. Soetje for several years since 2010  
2 that had not been accounted for in the foreclosure process, and that the foreclosure sale was  
3 defective. Answer, ¶8. In his Counterclaim, Mr. Cornwell asserted that the foreclosure notices  
4 he received prior to the foreclosure sale were defective. ¶ 4-5. Mr. Cornwell further alleged that  
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6 Cornwell alleged fraud in the recording of the Trustee's Deed. ¶6. Mr. Cornwell sought, *inter*  
7 *alia*, a declaration that the foreclosure sale be set aside. Counterclaim, p. 11.

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10 his counterclaims. The Early Case Conference was held on May 21, 2019 at the office of  
11 plaintiff's counsel. Mr. Cornwell attended in person. At the early case conference, plaintiff's  
12 counsel asked Mr. Cornwell to produce evidence of his alleged payments made to Mr. Soetje  
13 since 2010, which Mr. Cornwell said he would produce. See Early Case Conference Report,  
14 filed herein on July 3, 2019.

15 A draft of the Early Case Conference Report was mailed to Mr. Cornwell on May 28,  
16 2019. Mr. Cornwell never responded. Eventually, I filed the Early Case Conference Report.  
17 Despite Mr. Cornwell's assurances that he would produce evidence of his note payments to Mr.  
18 Soetje, the defendant has not produced this evidence. In a telephone conversation with Mr.  
19 Cornwell in July 2019 after the Early Case Conference Report was filed and served, Mr.  
20 Cornwell informed me that he would not produce this evidence until trial. Mr. Cornwell has not  
21 provided any evidence of his alleged payments in his motion for summary judgment.

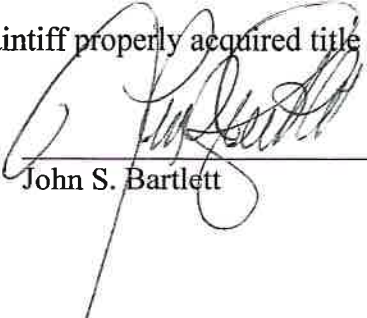
22 The discovery deadline in this case is set for October 31, 2019 per agreement by the  
23 parties. I am planning formal discovery to discover material facts relating to the validity of  
24 defendant's counterclaims, and denial of facts alleged in plaintiff's complaint. Among these  
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26 Clarke made payments on the promissory note to Mr. Soetje after February 2010; (2) obtaining  
27 testimony from George Soetje regarding whether he ever received any payments from defendant  
28 Cornwell towards the promissory note; (3) obtaining documents and deposition testimony from

1 Allied Trustee Services, and Judith Otto, its attorney, relevant to the issue of whether the Notice  
2 of Default and Election to Sell, and Notice of Sale, were sufficiently proper in form, and whether  
3 procedural and notice requirements were met; (4) whether documents informing Mr. Cornwell of  
4 alternatives other than foreclosure were required to be sent to him; (5) documentation from the  
5 Division of Manufactured Housing on whether the mobile home on the property was ever  
6 properly converted to real property; (6) deposition testimony from Mr. Cornwell regarding facts  
7 he alleged or denied in his Answer and Counterclaim. Discovery on these matters is necessary in  
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11 alleged by the defendant, and to provide an additional factual basis for the plaintiff's claim that  
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14 Specific discovery plans are as follows. Mr. Soetje lives in Sagle, Idaho. He has agreed  
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17 For Production of Documents directed to defendant Cornwell to see if he has any proof of his  
18 alleged payments to Mr. Soetje, as well as other relevant documents. If there is a lack of proof of  
19 such payments, then not only will this evidence defeat Mr. Cornwell's claim that the note was not  
20 in default when the foreclosure process commenced, it also will cast doubt on other claims by  
21 Cornwell. I expect to take Mr. Cornwell's deposition as well.

22 On the issue of the propriety of the foreclosure sale, I plan both written discovery  
23 directed to, and may take the depositions of, individuals with knowledge the process leading to  
24 the foreclosure sale by which plaintiff obtained his claim on the title to the property. This  
25 appears necessary to obtain the facts that buttress plaintiff's claim that the foreclosure notices  
26 and sale were legally valid, and that as a result, plaintiff properly acquired title to the property.

27 DATED: August 26, 2019

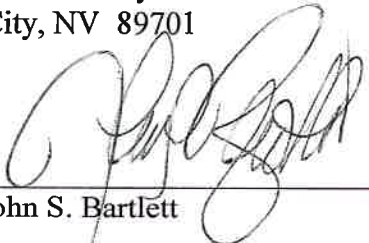
28   
John S. Bartlett



CERTIFICATE OF SERVICE

The undersigned, attorney of record for plaintiff and counter-defendant Neil E. Schultz, hereby certifies pursuant to NRCP 5(b)(2)(B) that on August 26, 2019 he caused a true and correct copy of the foregoing Response to Defendant's Motion For Summary Judgment to be served on defendant and counterclaimant Thomas Cornwell (who is not represented by legal counsel in this case at this time) by depositing it in the United States Mail, postage prepaid, and addressed to Mr. Cornwell as follows:

Thomas Cornwell  
2355 Columbia Way  
Carson City, NV 89701

  
\_\_\_\_\_  
John S. Bartlett

Your name:  
Mailing Address:  
City, State, Zip:  
Telephone:  
In Proper Person

Thomas Cornwell  
2355 Columbia Way  
Carson City NV 89704  
775-461-0377

REC'D & FILED  
AUG 27 PM 4:04

AUBREY KOLATT  
CLERK

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

Neil Schultz

Plaintiff,

vs.

Thomas Cornwell

Defendant.

Case No.: 18 RP000181B

Dept. No. II

**REQUEST FOR SUBMISSION**

COMES NOW, Thomas Cornwell, in proper person, and hereby  
(Your Name)  
requests that the Motion for Summary Judgment previously filed  
(Name of Document Previously Filed)  
in the above-entitled matter on 8-8-19, 20 19, be submitted to  
(Date Document Filed)  
the Court for consideration.

DATED this 27 day of August, 20 19.

TC Cornwell  
(Signature)

**CERTIFICATE OF SERVICE**

Pursuant to NRCP 5(b), the undersigned hereby certifies that on this date, I deposited a true and correct copy of the foregoing Request to Submit in the U.S. Mail with postage pre-paid thereon, addressed to:

John Bartlett  
(Other Party's Name)  
775 N. Roop St Suite 108  
(Other Party's Mailing Address)  
Carson City, NV. 89706  
(Other Party's Mailing Address)

Dated this 27 day of August, 20 19.

[Signature]  
(Signature)

REC'D & FILED

2019 AUG 28 PM 2:33

AUBREY AUMLATT  
CLERK

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,

CASE NO. 18 RP 00018 1B

DEPT. 2

Plaintiff,

vs.

ORDER FOR PROPOSED ORDER

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

Defendants.

FJDCR 15(7) states: "Proposed orders shall accompany the motion and opposing memorandum." John S. Bartlett, Esq. and Thomas Cornwell have failed to provide a proposed order in regards to their filings on the Motion For Summary Judgment which is before the Court.

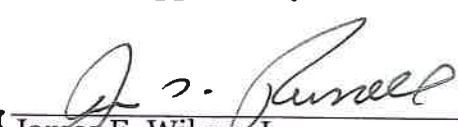
**IT IS ORDERED:**

Mr. Bartlett and Mr. Cornwell file and serve a proposed order consistent with their filings on the Motion for Summary Judgment by September 9, 2019.

Parties email a copy of their proposed order in WordPerfect or Word format to the judicial assistant at [sgreenburg@carson.org](mailto:sgreenburg@carson.org).

Failure in the future to file a proposed order with a motion or opposition will result in the imposition of a sanction after notice and an opportunity to be heard.

~~September~~ <sup>August</sup> 28<sup>th</sup>, 2019.

for   
James E. Wilson Jr.  
District Judge

1 **CERTIFICATE OF SERVICE**

2 I certify that I am an employee of the First Judicial District Court of Nevada; that  
3 on <sup>August</sup> September 28, 2019, I faxed and served a copy of this document by placing a  
4 true copy in an envelope addressed to:

5 Thomas Cornwell  
6 2355 Columbia Way  
7 Carson City, NV 89701  
TLCNV@yahoo.com

John Bartlett, Esq.  
755 N. Roop St., #108  
Carson City, NV 89701  
johnsbartlett@att.net

8  
9 the envelope sealed and then deposited in the Court's central mailing basket in the Court  
10 Clerk's Office for delivery to the United States Post Office at 1111 South Roop Street,  
11 Carson City, Nevada for mailing.

12  
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14 Susan Greenburg  
15 Judicial Assistant  
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1 John S. Bartlett, Esq.  
2 SBN 143  
3 755 N. Roop St.  
4 Suite 108  
5 Carson City, NV 89701  
6 (775) 841-6444  
7 johnsbartlett@att.net

8 Attorneys for Neil E. Schultz,  
9 Plaintiff

REC'D & FILED

2019 SEP 11 PM 1:25

AUBREY KOWALAT  
CLERK

BY 

10 IN THE FIRST JUDICIAL DISTRICT COURT FOR THE STATE OF NEVADA  
11  
12 IN AND FOR CARSON CITY, NEVADA

13 NEIL E. SCHULTZ, a Nevada resident, aka  
14 The Neil E. Schultz Trust dated January 29,  
15 2016,

16 Plaintiff,

17 vs.

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

20 Defendant.

Case No.: 18 RP 00018 1B

Dept. No. 2

ORDER DENYING MOTION FOR  
SUMMARY JUDGMENT

21 On August 8, 2019, defendant Thomas Cornwell, acting pro se, filed a motion for  
22 summary judgment seeking declaratory relief and damages. On August 26, 2019, plaintiff Neil  
23 Schultz, through his counsel, filed his Response to Defendant's Motion For Summary Judgment.  
24 In his response Schultz asserted that, pursuant to NRCPP 56(d), the defendant's motion for  
25 summary judgment should be denied because the plaintiff needs to conduct discovery to obtain  
26 the facts to controvert the arguments raised by the defendant in his motion for summary  
27 judgment. Defendant's response is supported by the Declaration of John S. Bartlett, attorney of  
28 record for the plaintiff. Mr. Bartlett points out that the discovery period, agreed to by the parties  
in their Early Case Conference, and recorded in the Early Case Conference Report filed herein  
on July 3, 2019, runs until October 31, 2019. Formal discovery is planned by Mr. Bartlett to  
seek to establish whether any facts exist to support the defendant's claims in this case that the

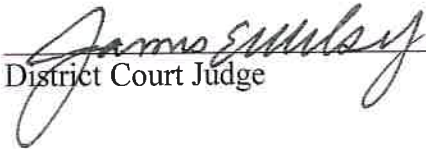


1 foreclosure sale by which Mr. Schultz received a Trustee's Deed to the real property at issue was  
2 invalid because (1) Mr. Cornwell did not receive appropriate notices prior to the foreclosure sale,  
3 and (2) due to numerous payments he allegedly made to George Soetje between May 4, 2011 and  
4 May 17, 2016, the promissory note dated May 2, 2003, which Mr. Schultz asserted was in  
5 default at the time the Notice of Default and Election to Sell was served, was not in default.

6 After review of Mr. Cornwell's motion, the Early Case Conference Report, Mr. Bartlett's  
7 Declaration, and other documents on file, that the defendant's motion for summary judgment  
8 should be denied at this time to allow the parties to conduct additional discovery. On that basis,

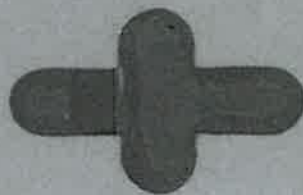
9 IT IS HEREBY ORDERED, that defendant's motion for summary judgment is denied,  
10 without prejudice to his right to file a dispositive motion later in this case once sufficient  
11 discovery is completed.

12 DATED: September 11, 2019

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15 District Court Judge  
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CONFIDENTIAL

APPLICATION TO PROCEED IN FORMA PAUPERIS  
FILED SEPTEMBER 25, 2019



REC'D & FILED

2019 SEP 30 AM 11:23

AUSREY KOHLATT  
CLERK

BY

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

**NEIL SCHULTZ,**

**CASE NO. 18 RP 00018 1B**

**Petitioner,**

**DEPT. 2**

**vs.**

**THOMAS CORNWELL,**

**ORDER DENYING MOTION FOR  
LEAVE TO PROCEED IN FORMA  
PAUPERIS**


**Respondent.**

Thomas Cornwell filed an Application to Proceed in Forma Pauperis on September 25, 2019. After reviewing the file the Court finds there are no expenses or reason for an Order to Proceed in Forma Pauperis.

**IT IS ORDERED:**

Petitioner's request to proceed in forma pauperis is denied.

September 27, 2019.

  
JAMES E. WILSON JR.  
District Judge

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Marshall Burgess, Jr.  
2355 Columbia Way  
Carson City, NV 89706

-2-

REC'D & FILED ✓

2019 DEC 18 AM 9:37

AUBREY ROWLATT  
CLERK

BY  DEPUTY

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

-o0o-

NEIL SCHULTZ,

Petitioner,

vs.

THOMAS CORNWELL,

Respondent.

CASE NO. 18 RP 00018 1B

DEPT. 2

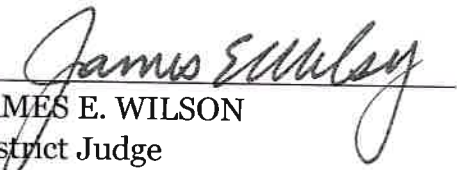
ORDER TO SET PRETRIAL CONFERENCE

Under NRCP 16, the Court may, in its discretion,

Order the attorneys and any unrepresented parties to appear for one or more pretrial conferences for such purposes as: (1) Expediting disposition of the action; (2) Establishing early and continuing control so that the case will not be protracted because of lack of management; (3) Discouraging wasteful pretrial activities; (4) Improving the quality of the trial through more thorough preparation; and (5) Facilitating settlement.

**THE COURT ORDERS** the parties appear for an NRCP 16(a) Pretrial conference on **January 30, 2020 at 4:00 p.m.** Mr. Cornwell will appear telephonically.

December 17, 2019.

  
JAMES E. WILSON  
District Judge

**CERTIFICATE OF SERVICE**

I certify that I am an employee of the First Judicial District Court of Nevada; that on the 18 day of December 2019 I served a copy of this document by placing a true copy in an envelope addressed to:

John S. Bartlett, Esq.	Thomas Cornwell
755 N. Roop St., #108	2355 Columbia Way
Carson City, NV 89701	Carson City, NV 89701

the envelope sealed and then deposited in the Court's central mailing basket in the court clerk's office for delivery to the USPS at 1111 South Roop Street, Carson City, Nevada, for mailing, and/or placed the document in the pick up box located in the court clerk's office.

  
\_\_\_\_\_  
Susan Greenburg  
Judicial Assistant



REC'D & FILED  
2020 JAN 24 PM 2:22  
AUDREY ROWATT  
CLERK  
BY *[Signature]* DEPUTY

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

-oOo-

NEIL SCHULTZ,

Petitioner,

vs.

THOMAS CORNWELL,

Respondent.

CASE NO. 18 RP 00018 1B

DEPT. 2

AMENDED ORDER TO SET PRETRIAL CONFERENCE  
(CHANGE IN HEARING DATE)

Under NRCP 16, the Court may, in its discretion,

Order the attorneys and any unrepresented parties to appear for one or more pretrial conferences for such purposes as: (1) Expediting disposition of the action; (2) Establishing early and continuing control so that the case will not be protracted because of lack of management; (3) Discouraging wasteful pretrial activities; (4) Improving the quality of the trial through more thorough preparation; and (5) Facilitating settlement.

**THE COURT ORDERS** the parties appear for an NRCP 16(a) Pretrial conference on **January 27, 2020 at 10:00 a.m.** Mr. Cornwell will appear telephonically.

January 24, 2020.

*[Signature]*  
JAMES E. WILSON  
District Judge

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<b>John S. Bartlett, Esq.</b> <b>755 N. Roop ST., # 108</b> <b>Carson City, NV 89701</b>	<b>Thomas Cornwell,</b> <b>C/O Carson City Jail</b> <b>897 E. Musser ST.</b> <b>Carson City, NV 89701</b>
--	--

  
Susan Greenburg  
Judicial Assistant

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

REC'D & FILED

TRIAL DATE MEMO

2020 JAN 27 AM 11:32

Case No. 18 RP 00018 1B

Dept. II

AUBREY ROWLATT  
CLERK  
BY: [Signature]  
DEPUTY

NEIL E. SCHULTZ,

Plaintiff,

JOHN BARTLETT

vs.

THOMAS LEHMAN CORNWELL,

Defendant.

PRO PER

\* \* \* \*

- ☒ Trial ☐ Jury ☒ Non-Jury  
☐ Hearing on Motion \_\_\_\_\_  
☐ Other \_\_\_\_\_

TO COMMENCE on the 5<sup>th</sup> day of August, 2020 at 9:00 o'clock, a.m.

Time Allowed 1 Day(s) \_\_\_\_\_ Hour(s) No. 1 Firm Setting

☐ Yes ☐ No Court Reporter Requested By: ☐ Plaintiff ☐ Defendant

DATED: January 27, 2020

[Signature]  
Attorney(s) for Plaintiff

[Signature]  
Attorney(s) for Defendant

[Signature]  
DISTRICT JUDGE

CERTIFICATE OF SERVICE BY MAIL

The undersigned, an employee of the Carson City Clerk/District Judge, hereby certifies that on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, I served the foregoing TRIAL DATE MEMO on the Attorneys for Plaintiff and Defendant, by depositing a copy thereof in the U.S. Mail at Carson City, Nevada, postage paid, addressed as follows:

SUBSCRIBED and SWORN to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
AUBREY ROWLATT, Clerk

BY: \_\_\_\_\_ Deputy

REC'D & FILED ✓

2020 FEB 13 PM 1:36

AUBREY HOWLATT  
CLERK

BY Sefy DEPUTY

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

**NEIL E. SCHULTZ,**

**CASE NO. 18 RP 00018 1B**

**Petitioner,**

**DEPT. 2**

**vs.**

**THOMAS LEHMAN CORNWELL,**

**Co-petitioner.**

**HEARING ORDER**

**THE COURT ORDERS:**

A one day trial has been set for **August 5, 2020 at 9:00 a.m.**

Each party will file and serve (mail a copy to the other party's attorney or the other party if not represented by an attorney and include a certificate of service – proof it was mailed to the other attorney or party) by **July 31, 2020** a hearing statement that includes:

- (1) A statement of undisputed facts;
- (2) A statement of disputed facts and identify the witness(es) and exhibit(s) that support the facts claimed by the party,
- (3) A list of witnesses with a specific description of the witnesses' expected testimony;
- (4) A copy of all exhibits the party intends to use at the hearing.

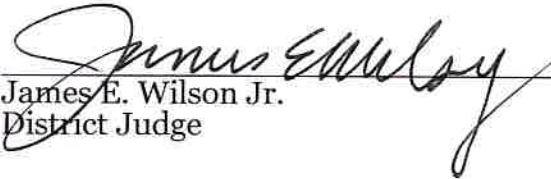
1 Failure to comply with this order will result in sanctions that may include the  
2 exclusion of witnesses, undisclosed testimony, and/or exclusion of exhibits.

3 SELF-REPRESENTED PARTIES:

4 Generally, the rules of evidence do not allow a witness to say what someone  
5 else has said. So, it is important to have the person who saw or heard something  
6 you want the court to know about present at the hearing. A party's own  
7 statement(s) can be stated by a witness if the statements are offered against the  
8 party who made the statement(s).

9 A party may have the clerk of the court issue subpoenas for witnesses.

10 February 13, 2020.

11  
12   
13 James E. Wilson Jr.  
14 District Judge

15  
16  
17 **CERTIFICATE OF SERVICE**

18 I certify that I am an employee of the First Judicial District Court of Nevada;  
19 that on February 13, 2020 I served a copy of this document by placing a true  
20 copy in an envelope addressed to  
21

22 John S. Barlett, Esq.  
23 755 N. Roop St., #108  
24 Carson City, NV 89701

25 Thomas Cornwell, #1229161  
26 NNCC  
27 P.O. Box 7000  
28 Carson City, NV 89702

25 the envelope sealed and then deposited in the Court's central mailing basket in  
26 the Court Clerk's Office for delivery to the United States Post Office at 1111  
27 South Roop Street, Carson City, Nevada for mailing.

28   
Susan Greenburg  
Judicial Assistant

1 CONT  
2 THOMAS CORNWELL  
3 2355 COLUMBIA WAY  
4 CARSON CITY, NV. 89701  
5 (775)461-0377  
6 TLCNV@YAHOO.COM  
7 IN PROPER PERSON

REC'D & FILED

2020 JUL 28 PM 12:27

AUDREY ROUNLATT  
CLERK

BY  DEPUTY

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

8 NEIL SCHULTZ TRUST  
9 NEIL SCHULTZ

CASE NO.:18 RP 00018 1B

PLAINTIFF,

VS.

DEPT. NO: II

THOMAS CORNWELL

MOTION FOR CONTINUANCE

DEFENDANT(S).

14 COMES NOW DEFENDANT, THOMAS CORNWELL, IN PROPER PERSON. TO  
15 REQUEST A CONTINUANCE FOR THIRTY DAYS IN THE ACTION TO QUIET  
16 TITLE.

17 DATED THIS 28 DAY OF July, 2020

18 PURSUANT TO NRS 53.045, I DECLARE UNDER PENALTY OF  
19 PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

20  
21 (SIGNATURE)

THOMAS CORNWELL IN PROPER PERSON

22 2355 COLUMBIA WAY  
23 CARSON CITY, NV. 89701  
24 (775)461-0377  
25 TLCNV@YAHOO.COM

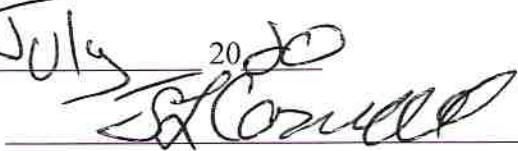


1 **THIS MOTION IS MADE FOR THE FOLLOWING REASONS:**

- 2 1. DEFENDANT IS NOT REPRESENTED BY AN ATTORNEY AND IS CURRENTLY  
3 LOOKING INTO OBTAINING LEGAL COUNSEL; HOWEVER FINANCIAL  
4 BARRIERS ARE MAKING IT DIFFICULT.
- 5 2. DEFENDANT IS STILL WAITING ON CRITICAL DOCUMENTARY EVIDENCE  
6 REGARDING MORTGAGE PAYMENTS PAID TO PRIOR BENEFICIARY OF THE  
7 DEED OF TRUST AS WELL AS BANKING DOCUMENTS.
- 8 3. DEFENDANT REQUIRES MORE TIME TO RESEARCH THE LAW APPLICABLE  
9 TO THIS CASE.
- 10  
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1 THIS DOCUMENT DOES NOT CONTAIN THE SOCIAL SECURITY NUMBER OF ANY  
2 PERSON.

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

5 DATED THIS 08 DAY OF July 2020  
6 

7 SIGNATURE

**CERTIFICATE OF MAILING**

I HEREBY CERTIFY THAT ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, I PLACED A TRUE AND CORRECT COPY OF THE FOREGOING 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 28 DAY OF July, 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

1 John S. Bartlett, Esq.  
2 SBN 143  
3 755 N. Roop St.  
4 Suite 108  
5 Carson City, NV 89701  
6 (775) 841-6444  
7 johnsbartlett@att.net

8 Attorneys for Plaintiff

REC'D & FILED ✓

2020 JUL 31 PM 12:47

AUDREY MCCLART  
CLERK

BY

DEPUTY

9  
10 IN THE FIRST JUDICIAL DISTRICT COURT FOR THE STATE OF NEVADA  
11  
12 IN AND FOR CARSON CITY, NEVADA

13 NEIL E. SCHULTZ, a Nevada resident, aka  
14 The Neil E. Schultz Trust dated January 29,  
15 2016,

16 Plaintiff,

17 vs.

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

20 Defendant.

Case No. 18 RP 00018

Dept. 2

21 PLAINTIFF'S TRIAL STATEMENT

22 Plaintiff Neil Schultz, by and through his attorney John S. Bartlett, hereby submits his  
23 Trial Statement pursuant to the Hearing Order issued in this case on February 13, 2020.

24 I. STATEMENT OF UNDISPUTED FACTS

25 Plaintiff submits the following as undisputed facts in this case.

26 1. Plaintiff Neil E. Schultz is currently the record title holder to the real property located  
27 at 2355 Columbia Way, Carson City, Nevada. Schultz became the record title holder of the  
28 property by virtue of a Trustee's Deed recorded in the Carson City Recorder's Office on  
September 26, 2018 after Schultz foreclosed a deed of trust he held secured by the property. A  
true and correct copy of the Trustee's Deed is attached hereto as Exhibit 21.

2. Plaintiff Schultz directed Automatic Funds Transfer Services, dba Allied Trustee  
Services, the company that conducted the foreclosure sale, to convey title to the property to the

1 Neil E. Schultz Trust dated January 29, 2016, which is a revocable inter vivos trust. Plaintiff  
2 Schultz is the trustee of the trust, and so is the real party in interest.

3 3. The recitals in the Trustee's Deed accurately describe the transactions that took place  
4 leading to the foreclosure and recording of the Trustee's Deed. To summarize, on or about May  
5 2, 2003, one Karen Lynn Clarke executed a promissory note in the principal sum of \$32,000.00  
6 in favor of George Soetje. See Exhibit 4, attached. This note was secured by a deed of trust  
7 executed by Ms. Clarke and recorded on May 8, 2003. See Exhibit 5, attached. This note was  
8 modified by Ms. Clarke and Mr. Soetje on a couple of subsequent occasions, as described in the  
9 Trustee's Deed.

10 4. On or about June 5, 2010 Ms. Clarke defaulted on the promissory note.

11 5. On January 29, 2016, Mr. Soetje assigned the beneficial interest in Clarke's note and  
12 deed of trust to plaintiff Schultz. Exhibit 12, attached. The assignment of the deed of trust was  
13 recorded on March 30, 2018. Exhibit 21, attached. Mr. Soetje made Mr. Schultz aware of the  
14 fact that the note executed by Ms. Clarke was in default.

15 7. On February 9, 2017, Ms. Clarke executed a Quitclaim Deed in favor of defendant  
16 Thomas L. Cornwell whereby she deeded the property to him. This deed was recorded on  
17 February 14, 2017. See Exhibit 6, attached.

18 8. After plaintiff Schultz obtained the assignment of the Clarke note and deed of trust  
19 from Mr. Soetje, he retained Automatic Funds Transfer Services, dba Allied Trustee Services to  
20 commence foreclosure proceedings against the property under the deed of trust. Defendant  
21 Cornwell was duly served with the Notice of Default and Election to Sell, and later with the  
22 Notice of Sale. Exhibit 15, attached.

23 9. At the foreclosure sale on August 23, 2018, plaintiff Schultz made the highest bid for  
24 the property, and so received the Trustee's Deed to the property. Exhibit 21, attached.

25 10. According to the Nevada Department of Business & Industry, Manufactured Housing  
26 Division, as of March 29, 2018 title to the 1975 Far West mobile home located on the property at  
27 2355 Columbia Way, Carson City, Nevada, was held by Clarence James Childers or Rose Joanne  
28 Childers, trustees of the Childers Family Trust dated January 24, 1997. Exhibit 19.

1           11. The mobile home located on the property is not listed as security for payment of the  
2 promissory note.

3                               II.       STATEMENT OF DISPUTED FACTS

4           1. Defendant Cornwell has alleged that at the time the Notice of Default and Election to  
5 Sell was recorded and served, the payments under the promissory note, as modified, were  
6 current. Despite a request to produce evidence of these payments at the Early Case Conference,  
7 and in formal discovery, defendant Cornwell has essentially admitted (most recently in his  
8 motion to continue the trial) he does not have any evidence of the payments allegedly made.

9                               III.       LIST OF WITNESSES

- 10           1. Neil E. Schultz, plaintiff.  
11           2. Thomas Cornwell, defendant.

12                               IV.       LIST OF EXHIBITS

13           Plaintiff's list of exhibits is as follows:

- 14           1. Grant, Bargain and Sale Deed to property at 2355 Columbia Way, Carson City,  
15           Nevada dated October 11, 2001 executed by Clarence J. Childers, trustee of the  
16           Childers Family Trust dated January 14, 1997, in favor of MaryLynn L. Cavender.  
17           2. Affidavit re Conversion of Manufactured Home/Mobile Home to Real Property  
18           executed by Clarence J. Childers on October 4, 2001 and recorded on October 24,  
19           2001.  
20           3. Grant, Bargain and Sale Deed to property executed by MaryLynn L. Cavender on  
21           May 6, 2003 in favor of Karen Lynn Clarke, recorded on May 8, 2003,  
22           4. Promissory note dated May 6, 2003 and executed by Karen Lynn Clarke in the  
23           amount of \$32,000.00, payable to George Soetje.  
24           5. Deed of Trust with Assignment of Rents dated May 2, 2003 and executed by Karen  
25           Lynn Clarke, with First Centennial Trust Deed Services, Inc. as trustee, and George  
26           Soetje as beneficiary.  
27           6. Loan Escrow Instructions dated May 2, 2003 and executed by Karen Lynn Clarke and  
28           George Soetje.



- 1 7. Note Modification dated June 13, 2006 executed by Karen Lynn Clarke and George  
2 Soetje.
- 3 8. Note Modification dated December 22, 2009 executed by Karen Lynn Clarke.
- 4 9. Note Modification unsigned and undated (but believed to have been negotiated in  
5 May 2010) modifying the promissory note dated May 6, 2003.
- 6 10. Amortization schedule dated May 21, 2010 showing new principal balance due and  
7 payment schedule as a result of negotiations between George Soetje and Karen Lynn  
8 Clarke to modify the promissory note dated May 6, 2003.
- 9 11. Quitclaim Deed dated February 9, 2017 and recorded on February 14, 2017 whereby  
10 Karen Lynn Clarke conveyed her interest in the property to Thomas Cornwell, with  
11 Declaration of Value.
- 12 12. Notice dated March 16, 2018 executed by George Soetje to First Centennial Title  
13 Company confirming sale of the promissory note to Neil Schultz and the current  
14 principal balance owed, plus accrued interest and penalties.
- 15 13. Substitution of Trustee dated April 12, 2018, and recorded on April 23, 2018.
- 16 14. Letter dated April 23, 2018 from Allied Foreclosure Services to Thomas Lehman  
17 Cornwell mailed with the Notice of Default and Election to Sell.
- 18 15. Notice of Default and Election to Sell, dated April 17, 2018, and recorded on April  
19 23, 2018, together with Affidavit of Authority to Exercise the Power of Sale.
- 20 16. Trustee's Sale Guarantee dated April 23, 2018 issued to plaintiff Neil Schultz.
- 21 17. Undated letter from Thomas Cornwell to Samantha Moore, Allied Foreclosure  
22 Services, challenging foreclosure process.
- 23 18. Letter dated August 6, 2018 from Geneva Martinkus to Thomas Cornwell responding  
24 to the Thomas Cornwell's letter to Samantha Moore, with attachment.
- 25 19. Manufactured Home Title Information on mobile home located on the property,  
26 showing the record title as of March 29, 2018.
- 27 20. Notice of Trustee's Sale, dated July 30, 2018 and recorded on August 1, 2018.
- 28

1 21. Declaration of Value and Trustee's Deed dated September 18, 2018 and recorded on  
2 September 26, 2018.

3 22. Request For Production of Documents directed to defendant Thomas Cornwell, dated  
4 September 30, 2019.

5 23. Response to Plaintiff's First Request For Production of Documents, dated October 30,  
6 2019.

7 24. Examples of utility bills and property taxes paid by Neil E. Schultz.

8 25. Affidavit of George Soetje.

9 V. ISSUES OF LAW

10 In this action plaintiff Neil E. Schultz is seeking a judgment that establishes he has full legal  
11 and equitable title to the real property located at 2355 Columbia Way, Carson City, Nevada. As  
12 the documents in the record show, Mr. Schultz purchased a promissory note from George Soetje  
13 in March 2018 that was secured by a deed of trust recorded on the real property located at 2355  
14 Columbia Way, Carson City, Nevada. The obligor of the note was Karen Lynn Clarke.

15 At the time he purchased the promissory note Mr. Schultz was informed by Mr. Soetje that  
16 payments on the promissory note had been delinquent since June 2010. Mr. Schultz was also  
17 informed that Ms. Clarke had recently sold or transferred her interest in the property to Thomas  
18 Cornwell. Under the terms of the deed of trust, both the delinquency in the payments and the  
19 fact that Ms. Clarke had sold or transferred her interest in the property to Mr. Cornwell  
20 constituted grounds to call the entire principal amount of the note immediately due and payable,  
21 together with accrued interest and fees. Consequently, shortly after purchasing the note and  
22 receiving an assignment of the deed of trust, Mr. Schultz contracted with Automatic Funds  
23 Transfer Services, dba Allied Trustee Services, to commence a non-judicial foreclosure of the  
24 deed of trust. The Notice of Default and Election to Sell and Notice of Sale were both served  
25 appropriately on defendant Cornwell. At the foreclosure sale held on August 23, 2018, Mr.  
26 Schultz was the only bidder. In its capacity as trustee of the deed of trust being foreclosed,  
27 Allied Trustee Services issued a Trustee's Deed to Mr. Schultz.

1 The primary legal issue in this case is whether the trustee, Automatic Funds Transfer  
2 Services, Inc., dba Allied Trustee Services, properly noticed and conducted the foreclosure sale.  
3 As the documentation to be presented shows, Allied Trustee Services followed the prescriptions  
4 of NRS 107.080 in providing the statutorily required notices to Mr. Cornwell, in duly recording  
5 the notice of default and election to sell and the notice of sale, and in holding the foreclosure  
6 sale.

7 Mr. Cornwell asserts that because he resides in a mobile home on the property at 2355  
8 Columbia Way, Carson City, Nevada, he should have been given notice that he had the right to  
9 pursue a modification of the loan as prescribed for an owner occupied residence. See, e.g. NRS  
10 107.086. However, there is no evidence that Mr. Cornwell assumed or otherwise became legally  
11 obligated to pay the promissory note executed by Karen Lynn Clarke in favor of George Soetje,  
12 so he would have no right to request a modification of that note. Thus, the provisions of NRS  
13 107.086 are not applicable to him.

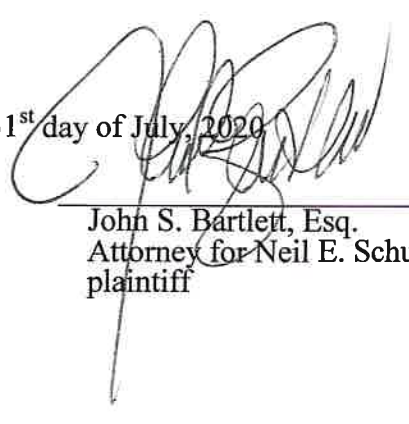
14 The documentation in the record to be presented shows he received ample notice of the  
15 reason for the foreclosure and how to obtain information on how much was needed to pay off the  
16 loan if he wished to retain the property. He did not make any attempt to do so, either before the  
17 foreclosure sale or at the foreclosure sale.

18 NRS 107.080(5) and (6) limits the time within which a person with standing can bring an  
19 action to set aside a foreclosure sale if the trustee does not substantially comply with the noticing  
20 requirements of NRS 107.080. Mr. Cornwell clearly had full notice of the commencement of the  
21 foreclosure process, as he admits he timely received the Notice of Default and Election to Sell,  
22 and the Notice of Sale. However, he did not commence an action to set aside the foreclosure sale  
23 until he filed a counterclaim in this action on March 4, 2019, well outside the time limits for  
24 bringing such an action set forth in NRS 107.080(5) or (6).

25 Plaintiff asserts that Mr. Cornwell's objections to the foreclosure notices he received are  
26 without merit. However, even if there is an arguable claim that the Notice of Default and  
27 Election to Sell was incomplete in the information provided to Mr. Cornwell, he did not bring a  
28 timely action to set aside the foreclosure sale. Therefore, Mr. Cornwell's counterclaim should be

1 dismissed as a matter of law. Plaintiff is entitled to a judgment that by virtue of the foreclosure  
2 sale, he is entitled to full legal and equitable title to the real property located at 2355 Columbia  
3 Way, Carson City, Nevada.

4  
5 Dated this 31<sup>st</sup> day of July, 2020

6   
7 John S. Bartlett, Esq.  
8 Attorney for Neil E. Schultz,  
9 plaintiff  
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CERTIFICATE OF SERVICE

The undersigned, counsel of record for plaintiff Neil E. Schultz, hereby certifies pursuant to NRCP 5(b) that on July 31, 2020 he caused the foregoing Plaintiff's Trial Statement to be served on defendant Thomas Cornwell by depositing a true and correct copy in the United States Mail, postage prepaid, and addressed as follows:

Thomas Cornwell  
2355 Columbia Way  
Carson City, NV 89701



---

John S. Bartlett

1 John S. Bartlett, Esq.  
2 SBN 143  
3 755 N. Roop St.  
4 Suite 108  
5 Carson City, NV 89701  
6 (775) 841-6444  
7 johnsbartlett@att.net

8 Attorneys for Neil E. Schultz, Plaintiff

REC'D & FILED

2023 JUL 31 PM 12:50

AUDREY ROWLAND  
CLERK  
DEPUTY

9  
10 IN THE FIRST JUDICIAL DISTRICT COURT FOR THE STATE OF NEVADA  
11 IN AND FOR CARSON CITY, NEVADA  
12

13 NEIL E. SCHULTZ, a Nevada resident, aka  
14 the Neil E. Schultz Trust dated January 29,  
15 2016,

16 Plaintiff,

17 vs.

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

20 Defendants.

Case No. 18RP00018

Dept. 2

21 PLAINTIFF'S MOTION IN LIMINE

22 Plaintiff Neil E. Schultz, by and through his attorney John S. Bartlett, pursuant to NRC  
23 37(c)(1), hereby submits his motion in limine for the purpose of obtaining an order prohibiting  
24 the defendant from introducing documentary evidence at trial of payments allegedly made either  
25 by Thomas Cornwell or Karen Lynn Clarke to George Soetje on the promissory note executed by  
26 Karen Lynn Clarke dated May 6, 2003, on or after June 5, 2010.

27 The basis for this motion is that in his verified Answer and Counterclaim to the plaintiff's  
28 complaint in this case, defendant Cornwell alleged that a number of payments had been made by  
Karen Lynn Clarke or Thomas Cornwell to George Soetje between May 4, 2011 and May 17,  
2016 that had not been acknowledged or reflected in the principal balance of the promissory note  
due at the commencement of plaintiff Schultz's foreclosure proceeding against the real property  
located as 2355 Columbia Way, Carson City, Nevada. In an exhibit to defendant Cornwell's  
verified Answer and Counterclaim, he attached a schedule listing these payments.



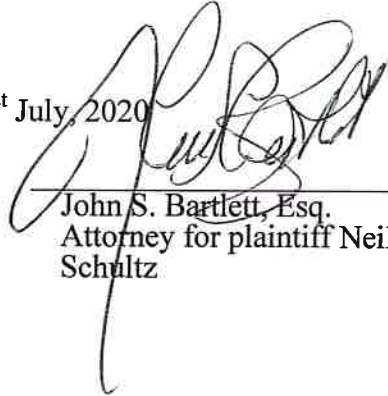
1 At the Early Case Conference, plaintiff's counsel requested production of documentary  
2 evidence of these payments. The defendant did not produce this evidence. Later, in plaintiff's  
3 Request For Production of Documents served on defendant Cornwell plaintiff again requested  
4 documentation of these alleged payments. See Exhibit 22, Request For Production #1 and 2. In  
5 response, defendant Cornwell indicated he did not have any documentation proving these  
6 payments had been made, that this documentation was in the possession of Karen Lynn Clarke,  
7 and she had promised to provide it to him. See Exhibit 23, response to Request For Production  
8 #1, dated October 30, 2019. Defendant Cornwell has still to date not produced any  
9 documentation of any of the payments alleged to have been made to Mr. Soetje after June 5,  
10 2010. Mr. Soetje has stated in a sworn Affidavit that he did not receive any payments from Ms.  
11 Clarke or Mr. Cornwell after June 5, 2010. See Exhibit 25.

12 In his motion for a continuance of the trial, Mr. Cornwell states as his primary reason the  
13 fact that he still has not received any documentation from Ms. Clarke of the payments allegedly  
14 made to Mr. Soetje as listed in the exhibit to his verified Answer and Counterclaim. Because  
15 Mr. Cornwell has had more than ample time to produce documentation of any payments made to  
16 Mr. Soetje on the promissory note executed by Ms. Clarke after June 5, 2010, he should be  
17 prohibited at trial from offering any proof challenging the principal amount of the obligation due  
18 at the time the foreclosure process at issue in this case commenced.

#### 19 CONCLUSION

20 Plaintiff Schultz respectfully requests an Order prohibiting defendant Cornwell from  
21 introducing any evidence of any payments allegedly made by Karen Lynn Clarke or defendant  
22 Thomas Cornwell to George Soetje after June 5, 2010.

23 Dated this 31<sup>st</sup> July, 2020

24  
25   
26 John S. Bartlett, Esq.  
27 Attorney for plaintiff Neil E.  
28 Schultz

CERTIFICATE OF SERVICE

The undersigned, counsel of record for plaintiff Neil E. Schultz, hereby certifies pursuant to NRCP 5(b) that on July 31, 2020 he caused the foregoing Motion in Limine to be served on defendant Thomas Cornwell by depositing a true and correct copy in the United States Mail, postage prepaid, and addressed as follows:

Thomas Cornwell  
2355 Columbia Way  
Carson City, NV 89701



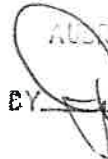
John S. Bartlett

1 John S. Bartlett, Esq.  
2 SBN 143  
3 755 N. Roop St.  
4 Suite 108  
5 Carson City, NV 89701  
6 (775) 841-6444  
7 johnsbartlett@att.net

8 Attorneys for Neil E. Schultz, plaintiff

REC'D & FILED ✓

2020 JUL 31 PM 12:50

AUDREY A. SCHLEIF  
CLERK  
BY  DEPUTY

9  
10 IN THE FIRST JUDICIAL DISTRICT COURT FOR THE STATE OF NEVADA  
11  
12 IN AND FOR CARSON CITY, NEVADA

13 NEIL E. SCHULTZ, a Nevada resident, aka  
14 the Neil E. Schultz Trust dated January 29,  
15 2016,

16 Plaintiff,

17 vs.

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

20 Defendants.

) Case No. 18RP00018

) Dept. No. 2

21  
22 OPPOSITION TO MOTION FOR TRIAL CONTINUANCE

23 Plaintiff Neil E. Schultz, by and through his counsel John S. Bartlett, hereby submits his  
24 opposition to the defendant's motion for a continuance of the trial currently set for August 5,  
25 2020. Based on a review of defendant's motion, he is seeking a continuance of the trial because  
26 (1) he is representing himself pro se; (2) he has not received documentation from his ex-common  
27 law wife/girlfriend, Karen Lynn Clarke, showing payments were made by Ms. Clarke to George  
28 Soetje as shown on a schedule of alleged payments attached to Mr. Cornwell's Answer and  
Counterclaim; and (3) he needs more time to research the applicable law.

Plaintiff submits these reasons are insufficient to warrant a continuance of the trial date.  
Mr. Cornwell's Answer and Counterclaim reveal an understanding of the claims he is presenting  
to have the foreclosure sale pursuant to which plaintiff Schultz was the successful bidder and  
pursuant to which he received the Trustee's Deed to the property at 2355 Columbia Way, Carson  
City, Nevada, set aside. He clearly has had ample time since this action was filed on November

1 5, 2018 to research the applicable law relevant to his claim the foreclosure sale should be set  
2 aside.

3 Mr. Cornwell has also had ample time to obtain and provide documentation that proves  
4 the payments alleged to have been made in the schedule attached as Exhibit 9 to his Answer and  
5 Counterclaim. He promised to provide these documents at the Early Case Conference. See Early  
6 Case Conference Report filed herein on July 3, 2019. He indicated in his response to plaintiff's  
7 request for production that he was attempting to obtain these documents. See plaintiff's Exhibit  
8 23. It is apparent at this point he cannot produce proof of the payments alleged.

9 Plaintiff is prepared to go forward with the trial of this matter on August 5, 2020. Mr.  
10 Cornwell's motion for a continuance should be denied.

11 Dated this 31<sup>st</sup> day of July, 2020

12   
13 John S. Bartlett, Esq.  
14 SBN 143  
15 755 N. Roop St.  
16 Suite 108  
17 Carson City, NV 89701  
18 (775) 841-6444  
19 johnsbartlett@att.net  
20  
21  
22  
23  
24  
25  
26  
27  
28

CERTIFICATE OF SERVICE

The undersigned, counsel of record for plaintiff Neil E. Schultz, hereby certifies pursuant to NRCP 5(b) that on July 31, 2020 he caused the foregoing Opposition to Motion For Trial Continuance to be served on defendant Thomas Cornwell by depositing a true and correct copy in the United States Mail, postage prepaid, and addressed as follows:

Thomas Cornwell  
2355 Columbia Way  
Carson City, NV 89701



---

John S. Bartlett

1 THOMAS CORNWELL  
2 2355 COLUMBIA WAY  
3 CARSON CITY, NV. 89701  
4 (775)461-0377  
5 TLCNV@YAHOO.COM  
6 IN PROPER PERSON



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

10 NEIL SCHULTZ TRUST  
11 NEIL SCHULTZ

CASE NO.: 18 RP 00018 1B

12 PLAINTIFF,

13 VS.

DEPT. NO: II

14 THOMAS CORNWELL

REQUEST FOR EX PARTE  
HEARING

15 DEFENDANT(S).

16 COMES NOW DEFENDANT, THOMAS CORNWELL, IN PROPER PERSON. TO

17 REQUEST AN EX PARTE HEARING IN THE ACTION TO QUIET TITLE.

18 DATED THIS 31 DAY OF July, 2020

19 PURSUANT TO NRS 53.045, I DECLARE UNDER PENALTY OF  
20 PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

21   
(SIGNATURE)

22 THOMAS CORNWELL IN PROPER PERSON

23 2355 COLUMBIA WAY  
24 CARSON CITY, NV. 89701  
25 (775)461-0377  
TLCNV@YAHOO.COM



REC'D & FILED  
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AUGREY [Signature]  
CLERK  
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,

CASE NO. 18 RP 00018 1B  
DEPT. 2

Plaintiff,

vs.

ORDER DENYING MOTION TO  
CONTINUE

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

Defendants.

On January 27, 2020 the parties set this matter for trial for August 5, 2020. On July 28, 2020 Defendant filed a Motion for Continuance on grounds he is trying to get an attorney, he is still waiting for critical documentary evidence, and he needs more time to do legal research.

Defendant was served with the complaint and summons on February 25, 2020 - more than 17 months ago. Defendant agreed on January 27, 2020 to the August 5, 2020 trial date.

Defendant has not shown good cause as required by FJDCR 3.16(a).

**THE COURT ORDERS:**

Defendant's Motion for Continuance is DENIED.

August 3, 2020.

*James E. Wilson Jr.*  
James E. Wilson Jr.  
District Judge

1 **CERTIFICATE OF SERVICE**

2 I certify that I am an employee of the First Judicial District Court of Nevada; that  
3 on ~~February~~ <sup>August</sup> 3, 2019, I served a copy of this document by placing a true copy in an  
4 envelope addressed to:

5 Thomas Cornwell  
6 2355 Columbia Way  
7 Carson City, NV 89706  
8 tlcnv@yahoo.com

John S. Bartlett, Esquire  
755 N. Roop Street  
Suite 108  
Carson City, NV 89701  
johnsbartlett@att.net

9 the envelope sealed and then deposited in the Court's central mailing basket in the Court  
10 Clerk's Office for delivery to the United States Post Office at 1111 South Roop Street,  
11 Carson City, Nevada for mailing.

12   
13 Billie Shadron  
14 Judicial Assistant  
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REC'D & FILED

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AUBREY BODLAKI

BY

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,

CASE NO. 18 RP 00018 1B

DEPT. 2

Plaintiff,

vs.

ORDER DENYING REQUEST FOR  
EX PARTE HEARING

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

Defendants.

On July 31, 2020 the Defendant filed a Request For Ex Parte Hearing.

**THE COURT ORDERS:**

Defendant's Request for Ex Parte Hearing is DENIED.

August 3, 2020.

  
James E. Wilson Jr.  
District Judge

1 **CERTIFICATE OF SERVICE**

2 I certify that I am an employee of the First Judicial District Court of Nevada; that  
3 on August 4, 2020, I served a copy of this document by placing a true copy in an  
4 envelope addressed to:

5 Thomas Cornwell  
6 2355 Columbia Way  
7 Carson City, NV 89706  
8 tlcnv@yahoo.com

John S. Bartlett, Esquire  
755 N. Roop Street  
Suite 108  
Carson City, NV 89701  
johnsbartlett@att.net

9 the envelope sealed and then deposited in the Court's central mailing basket in the Court  
10 Clerk's Office for delivery to the United States Post Office at 1111 South Roop Street,  
11 Carson City, Nevada for mailing.

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13 Billie Shadron  
14 Judicial Assistant  
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REC'D & FILED ✓

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AUDREY ROHLATT  
CLERK

BY \_\_\_\_\_

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

-oOo-

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

CASE NO. 18 RP 00018 1B

DEPT. 2

Plaintiff,

v.

ORDER FOR CLOSING ARGUMENTS  
AND PROPOSED ORDERS

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

Defendant.

On August 6, 2020, a hearing was held. Neil Schultz appeared in person,  
represented by John Bartlett, Esq. Thomas Cornwell appeared in person, represented by  
himself.

Good cause appearing,

**THE COURT ORDERS,**

The parties shall comply with the following deadlines:

Plaintiff shall file written closing arguments by **September 4, 2020.**

Defendant shall file his written response to Plaintiff's closing arguments by  
**September 21, 2020.**

Plaintiff shall file his written reply to Defendant's response by **October 2,**  
**2020.**

Defendant shall file his written response to Defendant's reply by **October**  
**16, 2020.**

1 Each party shall submit a proposed order pursuant to FJDC 3.10. Included in the  
2 proposed order are the following:

3 **Finding of Facts** – The facts that have been submitted to the Court.

4 **Legal Principle** – The laws that apply, including the equitable principles  
5 and if personal property can be converted to real property.

6 **Analysis** – An analysis of how the laws apply in this case

7 **Conclusions of law** – Conclusions the Court should draw from the laws.

8 **Final order** – The order the Court should enter.

9  
10 August 6, 2020.

11   
12 James E. Wilson Jr.  
13 District Court Judge  
14  
15  
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**CERTIFICATE OF SERVICE**

I certify that I am an employee of the First Judicial District Court of Nevada; that on the 6 day of August 2020, I served a copy of this document by placing a true copy in an envelope addressed to:

Thomas Cornwell  
2355 Columbia Way  
Carson City, NV 89706  
[tlcnv@yahoo.com](mailto:tlcnv@yahoo.com)

John S. Bartlett, Esquire  
755 N. Roop Street  
Suite 108  
Carson City, NV 89701  
[johnsbartlett@att.net](mailto:johnsbartlett@att.net)

the envelope sealed and then deposited in the Court's central mailing basket in the court clerk's office for delivery to the USPS at 1111 South Roop Street, Carson City, Nevada, for mailing.

  
Billie Shadron  
Judicial Assistant

REC'D & FILED  
SEP 02 2020

John S. Bartlett, Esq.  
SBN 143  
755 N. Roop St.  
Suite 108  
Carson City, NV 89701  
(775) 841-6444  
johnsbartlett@att.net

Date

AUBREY ROWLATT  
CLERK

By KP Deputy

Attorneys for Plaintiff

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

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

Dept. 2

PLAINTIFF'S CLOSING ARGUMENT

Plaintiff Neil Schultz, by and through his attorney John S. Bartlett, hereby submits his closing argument pursuant to the scheduling Order issued on August 6, 2020.

In this action plaintiff Neil Schultz is seeking a judgment quieting title to the land parcel located at 2355 Columbia Way, Carson City Nevada. This action became necessary due to a claim made by defendant Thomas Cornwell challenging the validity of the foreclosure sale held on August 23, 2018 at which Mr. Schultz was the successful bidder.

I. MATERIAL FACTS SUPPORT PLAINTIFF'S CLAIM TO QUIET TITLE

Most of the material facts in this case are not in dispute. Documents introduced into evidence and the testimony at the trial establish that plaintiff Neil E. Schultz is currently the record title holder to the real property located at 2355

1 Columbia Way, Carson City, Nevada. Mr. Schultz became the record title holder  
2 of the property by virtue of a Trustee's Deed recorded in the Carson City  
3 Recorder's Office on September 26, 2018 after Mr. Schultz foreclosed on a deed of  
4 trust securing a promissory note he had previously purchased. The Trust Deed was  
5 admitted into evidence as Exhibit 21A.

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

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

22 In May 2010 there was a final modification of the promissory note. See  
23 Exhibit 10. At the time of this modification, the principal balance due was  
24 \$37,651.45, and monthly payments were set at \$410.00 for 175 months. Mr.  
25 Cornwell admitted his familiarity with the documentation of this final modification  
26 at trial. As per the recitals in the Trustee's Deed, and in testimony at trial, plaintiff  
27 asserted that on or about June 5, 2010 Ms. Clarke defaulted on the promissory  
28 note. While Mr. Cornwell refused to admit the payments on the note were in

1 default, his only evidence that payments were made after June 5, 2010 is a written  
2 list of purported payments he attached to his Counterclaim. During discovery Mr.  
3 Cornwell was asked to produce proof of any of these purported payments, which  
4 he failed to do.

5 On February 9, 2017, Ms. Clarke executed a Quitclaim Deed in favor of  
6 defendant Thomas L. Cornwell whereby she deeded the property to him. This  
7 deed was recorded on February 14, 2017. See Exhibit 11. Under the express terms  
8 of the deed of trust executed by Ms. Clarke:

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

17 See Exhibit 5. The same language appears in the promissory note. See Exhibit 4.

18 On or about March 26, 2018 Mr. Soetje sold his beneficial interest in the  
19 Clarke promissory note to plaintiff Neil Schultz. See Exhibits 26 and 27. As per  
20 the recitals in the Trustee's Deed, on March 30, 2018 the beneficial interest of Mr.  
21 Soetje in Clarke's promissory note and deed of trust was assigned to plaintiff  
22 Schultz. Exhibit 21A. Mr. Schultz testified that Mr. Soetje made him aware of the  
23 fact that the note executed by Ms. Clarke was in default.

24 After plaintiff Schultz obtained the assignment of the Clarke note and deed  
25 of trust from Mr. Soetje, he retained Automatic Funds Transfer Services, dba  
26 Allied Trustee Services to commence foreclosure proceedings against the property  
27 under the deed of trust. Defendant Cornwell was duly served with the Notice of  
28 Default and Election to Sell, and later with the Notice of Sale. Exhibits 15, 20A.

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

3 II. THE CONTENTIONS OF DEFENDANT CORNWELL ARE WITHOUT  
4 MERIT

5 Mr. Cornwell's main contention with regard to the foreclosure sale is that he  
6 was not provided with any of the information required to be provided by the trustee  
7 of a deed of trust related to owner occupied housing set forth in NRS 107.0805,  
8 107.086 and 107.0865. As a result Mr. Cornwell asserts that the foreclosure sale  
9 should be set aside.

10 1. The mobile home on the property is personal property. There is a double  
11 wide mobile home situated on the parcel of land at 2355 Columbia Way in which  
12 Mr. Cornwell lives. The status of this mobile home as personal property is the key  
13 fact in this case. Mr. Cornwell is of the opinion that the mobile home was  
14 converted to real property by virtue of an Affidavit of Conversion of Manufactured  
15 Home/Mobile Home to Real Property executed by Clarence Childers, a former  
16 owner of the land at 2355 Columbia Way on October 4, 2001 and recorded on  
17 October 24, 2001. See Exhibit 2A. As it happens, however, the execution and  
18 recording of this Affidavit was but the first step in the process of converting a  
19 mobile home from personal property to a permanent fixture of the real property on  
20 which it sits.

21 NRS 361.244 describes the process by which a mobile home may be  
22 converted to real property. First, NRS 361.244(1) states that a mobile home is  
23 eligible to become real property if it becomes permanently affixed to the land  
24 which is owned by the owner of the mobile home. As noted in the record, Mr.  
25 Childers owned the mobile home and the land on which it was situated on October  
26 4, 2001, the date he executed the Affidavit. However, he sold the property to  
27 MaryLynn Cavender on or about October 22, 2001 as evidenced by the Grant,  
28 Bargain and Sale deed of that date, recorded on October 23, 2001. See Exhibit 1.

1 The Affidavit was then recorded by Mr. Childers on October 24, 2001, the day  
2 after he transferred title to the real property out of his name. Accordingly, Mr.  
3 Childers no longer owned the land before the process for conversion described in  
4 NRS 361.244(2) began.

5 The remaining steps outlined in NRS 361.244(2) to complete the conversion  
6 were never completed. This includes sending the recorded Affidavit and all other  
7 documents relating to the mobile home in its former condition as personal property  
8 to the Manufactured Housing Division of the Department of Business and Industry,  
9 with a check, and thereafter a written verification from the Division sent to the  
10 county assessor that the mobile home has been converted to real property. NRS  
11 361.244(1)(4). Accordingly, the mobile home has remained on the tax rolls of  
12 Carson City as personal property, and in the records of the Manufactured Housing  
13 division of the Dept of Business and Industry, since 2001 to date. Title to the  
14 mobile home has never been transferred out of Mr. Childers' name. See Exhibit  
15 19.

16 2. The deed of trust executed by Ms. Clarke does not concern owner  
17 occupied housing, nor define the foreclosure sale as a residential foreclosure. The  
18 legal effect of the mobile home remaining personal property and the title remaining  
19 in the name of Clarence James Childers or Rose Joanne Childers, trustees of the  
20 Childers Family Trust dated 1/24/1997, is that the deed of trust securing the  
21 promissory note executed by Karen Lynn Clarke is not a deed of trust or trust  
22 agreement "which concerns owner-occupied housing." The deed of trust executed  
23 by Karen Lynn Clarke does not list the mobile home as collateral for the loan Ms.  
24 Clarke obtained from George Soetje. The deed of trust only served as a lien on the  
25 parcel of land described in the deed of trust, not the mobile home.

26 Furthermore, Karen Lynn Clarke never held record title to the mobile home  
27 that sits on the land. The mobile home is not described on any of the deeds to the  
28 parcel of land located at 2355 Columbia Way, Carson City, Nevada. As Ms.



1 Clarke simply executed a quitclaim deed to defendant Thomas Cornwell, he took  
2 whatever rights she had in the land subject to the deed of trust in favor of Mr.  
3 Soetje. There is no evidence of any written contract or agreement by which the  
4 mobile home owned by the Childers Family Trust was conveyed to anyone, which  
5 is why the Manufactured Housing Division shows record title of the mobile home  
6 still resides with the trustees of the Childers Family Trust.

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

20 The provisions of NRS 107.0805 by its terms only apply in the case of a  
21 residential foreclosure. See NRS 107.0805(1). The foreclosure in this case was  
22 not a residential foreclosure, it was a foreclosure of a parcel of land only. The  
23 mobile home on the property was not part of the foreclosure proceeding.  
24 Furthermore, NRS 107.0805(3) states that the specific information on the amount  
25 in default, the principal amount of the obligation, etc., need only be set to the  
26 obligor or borrower of the obligation or debt secured by the deed of trust being  
27 foreclosed. Mr. Cornwell was not an obligor of the promissory note executed by  
28 Ms. Clarke, nor the borrower of the existing obligation.

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

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

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

1 NRS 107.080(5) and (6) limits the time within which a person with standing  
2 can bring an action to set aside a foreclosure sale if the trustee does not  
3 substantially comply with the noticing requirements of NRS 107.080. Mr.  
4 Cornwell clearly had full notice of the commencement of the foreclosure process,  
5 as he admits he timely received the Notice of Default and Election to Sell, and the  
6 Notice of Sale. However, he did not commence an action to set aside the  
7 foreclosure sale until he filed a counterclaim in this action on March 4, 2019, well  
8 outside the time limits for bringing such an action set forth in NRS 107.080(5) or  
9 (6).

### 10 CONCLUSION

11 Plaintiff asserts that Mr. Cornwell's objections to the foreclosure notices he  
12 received are without merit. Because the promissory note and deed of trust  
13 pertained only to a loan used by Ms. Clarke to purchase the land located at 2355  
14 Columbia Way, Carson City, Nevada, the deed of trust (mortgage) did not pertain  
15 to owner occupied housing. Thus, the foreclosure process was not a residential  
16 foreclosure. Therefore, the content of the Notice of Default and Election to Sell  
17 served on Mr. Cornwell was governed by NRS 107.080, and the content meets the  
18 requirements of that statute. Mr. Cornwell was simply not entitled to notices with  
19 the content described in NRS 107.0805, NRS 107.085 and NRS 107.0865.

20 Even if there is an arguable claim that the Notice of Default and Election to  
21 Sell was incomplete in the information provided to Mr. Cornwell, he did not bring  
22 a timely action to set aside the foreclosure sale. Therefore, Mr. Cornwell's  
23 counterclaim should be dismissed as a matter of law. Plaintiff is entitled to a

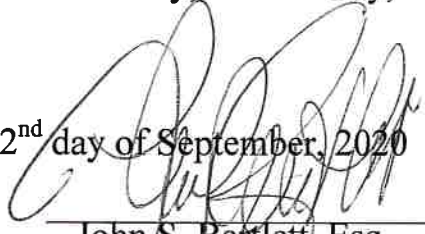
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26 ///

1 judgment that by virtue of the foreclosure sale, he is entitled to full legal and  
2 equitable title to the real property located at 2355 Columbia Way, Carson City,  
3 Nevada.

4  
5 Dated this 2<sup>nd</sup> day of September, 2020

6   
7 John S. Bartlett, Esq.  
8 Attorney for Neil E.  
9 Schultz, plaintiff  
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CERTIFICATE OF SERVICE

The undersigned, counsel of record for plaintiff Neil E. Schultz, hereby certifies pursuant to NRCP 5(b) that on September 2, 2020 he caused the foregoing Plaintiff's Closing Argument to be served on defendant Thomas Cornwell by depositing a true and correct copy in the United States Mail, postage prepaid, and addressed as follows:

Thomas Cornwell  
2355 Columbia Way  
Carson City, NV 89701

  
\_\_\_\_\_  
John S. Bartlett

1 THOMAS CORNWELL  
2 2355 COLUMBIA WAY  
3 CARSON CITY, NV. 89701  
4 TLCNV@YAHOO.COM  
5 (775)461-0377  
6 IN PROPER PERSON

REC'D & FILED ✓

2020 SEP 21 AM 9:47

BY  DEPUTY CLERK

THE FIRST JUDICIAL DISTRICT COURT STATE OF NEVADA

IN AND FOR CARSON CITY, NEVADA

7 NEIL SCHULTZ

8 PLAINTIFF,

9 VS.

10 THOMAS CORNWELL,

11 DEFENDANT

CASE NO.: 18 RP 00018 1B

DEPT; II

CLOSING ARGUMENT

15 1.

16 STATEMENT OF FACTS

17 THOMAS CORNWELL IS DEFENDING THE ACTION TO QUIET TITLE BROUGHT BY  
18 NEIL SCHULTZ AND FILED A COUNTERCLAIM THAT SCHULTZ USED DECEPTIVE  
PRACTICE, DID NOT COMPLY WITH NRS 107.080 AND MISREPRESENTED HIS  
AUTHORITY TO FORECLOSE ON CORNWELLS PROPERTY KNOWN AS 2355  
COLUMBIA WAY IN CARSON CITY.

19 2.

20 LEGAL PRINCIPLE

21 MR. SCHULTZ CLAIMS THAT HIS RECITALS OF THE DEED ARE ACCURATE  
22 HOWEVER NRS 107.080 WAS CONSTRUCTED FOR STRICT COMPLIANCE DUE TO THE  
23 FACT THAT ESSENTIALLY A PERSONS HOME IS BEING TAKEN AWAY AND THAT  
CAN INVOLVE HUNDREDS OF THOUSANDS OF DOLLARS IN SOME CASES.

SCHULTZ DID NOT COMPLY WITH NRS 107.080 SPECIFICALLY THE AMOUNT IN  
DEFAULT THE NUMBER OF PAYMENTS TO MAKE GOOD ON THE LOAN AND A GOOD  
FAITH ESTIMATE OF PENALTIES AND INTEREST.



1 NEVADA REVISED STATUTE SECTION 205.330 STIPULATES THAT ANY  
2 DEFENDANT WHO IS PARTY TO A FRAUDULENT CONVEYANCE COULD  
3 POTENTIALLY BE CHARGED WITH A CRIME. IN ITS SIMPLEST TERMS, A  
4 FRAUDULENT CONVEYANCE IS AN IMPROPER OR UNFAIR TRANSFER OF  
5 SOMETHING OF VALUE IN ORDER TO AVOID REPAYING DEBT THAT IS LAWFULLY  
6 OWED OR TO AVOID FULFILLING SOME OTHER LEGAL OBLIGATION.  
7 THIS FRAUDULENT CONVEYANCE COULD INCLUDE THE IMPROPER AND  
8 FRAUDULENT TRANSFER OF LAND, HEREDITAMENTS, TENEMENTS, CHATTEL,  
9 GOODS, OR ANY RIGHT OF INTEREST THAT HAS BEEN ISSUED OUT OF LAND,  
10 TENEMENTS, GOODS, CHATTEL OR HEREDITAMENTS OR TENEMENTS.  
11 DEFENDANTS CAN BE FOUND GUILTY FOR A FRAUDULENT CONVEYANCE OF  
12 ANY OF THESE THINGS WHEN THE CONVEYANCE WAS MADE OR CONTRIVED  
13 WITH THE INTENT TO DECEIVE OR TO FRAUD OTHERS. THEY CAN ALSO BE  
14 FOUND GUILTY OF THE CONVEYANCES WAS MEANT TO PREVENT CREDITORS  
15 OR OTHERS FROM COLLECTING DEBTS, DAMAGES, OR DEMANDS THAT THE  
16 CREDITORS OR OTHERS WERE LAWFULLY ENTITLED TO COLLECT.  
17 THE STATUTE ALSO CRIMINALIZES WILLFULLY AVOVING, MAINTAINING,  
18 JUSTIFYING, OR DEFENDING FRAUDULENT CONVEYANCES AS BEING  
19 CONVEYANCES MADE IN GOOD FAITH OR UPON GOOD CONSIDERATION. AND,  
20 IT CRIMINALIZES SELLING THE LANDS OR ASSIGNING OR SELLING THE GOODS  
21 OR OTHER ITEMS.  
22 A DEFENDANT WHO VIOLATES THESE LAWS BY PARTICIPATING IN A  
23 FRAUDULENT CONVEYANCE COULD BE FOUND GUILTY OF A GROSS  
24 MISDEMEANOR OFFENSE, ACCORDING TO THE TERMS OF N.R.S. 205.330.

14 SCHULTZ CONTENDS THAT CORNWELL WAS NOT ENTITLED TO SUCH  
15 INFORMATION SINCE HE WAS NOT THE OBLIGOR ON THE PROMISSARY NOTE  
16 HOWEVER HIS COMMON-LAW RELATIONSHIP WITH KAREN CLARKE EXISTED AT  
17 THE TIME THE PROPERTY WAS PURCHASED IN 2003 CORNWELL HAS RESIDED  
18 THERE THE ENTIRE TIME.

19 KAREN CLARKE SIGNED A QUITCLAIM WHEN THEIR RELATIONSHIP ENDED IN  
20 2017.

21 CORNWELL HAS REQUESTED A PROPER ACCOUNTING OF PAYMENTS AND  
22 AMOUNTS DUE SINCE THE PROPERTY WAS SIGNED OVER TO HIM AND STILL HAS  
23 NOT BEEN GIVEN THE INFORMATION. SINCE SAID INFORMATION IS A  
24 REQUIREMENT OF THE STATUTE IT SHOULD BE PART OF THE COURTS RECORD  
UNFORTUNATELY SCHULTZ HAS MISREPRESENTED THESE FACTS MAKING HIS  
NOTICE OF DEFAULT AND ELECTION TO SELL STATUTORILY INSUFFICIENT.

21 **NRS 111.175** Conveyances made to defraud prior or subsequent purchasers are void. Every conveyance of  
22 any estate, or interest in lands, or the rents and profits of lands, and every charge upon lands, or upon the rents and  
23 profits thereof, made and created with the intent to defraud prior or subsequent purchasers for a valuable consideration  
24 of the same lands, rents or profits, as against such purchasers, shall be void.

[50:9:1861; B § 278; BH § 2619; C § 2689; RL § 1064; NCL § 1522] — (NRS R 1959, 418; reenacted 1960, 324)

1  
2 IN THIS CASE THE ABSENCE OF EVIDENCE IS THE EVIDENCE. PLAINTIFF SCHULTZ  
3 SUBMITTED SEVERAL DOCUMENTS INTO EVIDENCE WITH THE CLAIM HE IS  
4 ENTITLED TO DEFENDANT CORNWELLS REAL PROPERTY LOCATED AT 2355  
5 COLUMBIA WAY CARSON CITY NEVADA. SCHULTZ CONTENDS THAT CORNWELLS  
6 CLAIMS ARE WITHOUT MERIT HOWEVER HIS PROOF IS WITHOUT CRUCIAL  
7 INFORMATION THAT CORNWELL HAS BEEN TRYING TO OBTAIN SINCE KAREN  
8 CLARKE QUITCLAIMED THE DEED TO HIM AFTER THEIR SEPERATION IN 2016. THE  
9 SAME INFORMATION IS A REQUIREMENT FOR THE PROCESS KNOWN AS NON-  
JUDICIAL FORECLOSURE NRS 107.080 AS A REQUIREMENT A STATEMENT OF THE  
NUMBER OF PAYMENTS IN DEFAULT THE PRINCIPAL BALANCE AND A GOOD  
FAITH ESTIMATE OF ALL PENALTIES AND INTREST DUE TO MAKE GOOD ON THE  
DEFICIENCY SHOULD BE PROVIDED TO THE DEBTOR. NOWHERE IN ANY OF THE  
DOCUMENTS SUBMITTED AS EVIDENCE IS THIS INFORMATION AVAILABLE.  
THE OBVIOUS MISREPRESENTATION OF FACTS SPEAKS VOLUMES AS TO WHO  
DOES AND DOES NOT HAVE MERIT.

10 NRS 107.087 3 ALSO PROPOSES NOTIFICATION TO ANY TENANTS OCCUPYING THE  
11 RESIDENCE WHICH WAS NEVER GIVEN AND IN AN ATTEMPT TO REMOVE  
12 CORNWELL FROM THE PROPERTY AN EVICTION ORDER WAS FILED IN JUSTICE  
13 COURT AND DENIED DUE TO CORNWELLS AFFIRMATIVE DEFENSE OF OWNER.  
SCHULTZ THEN PROCEEDED TO SHUT OFF ALL ESSENTIAL SERVICES AFTER  
SWITCHING THEM INTO HIS OWN NAME AND ONCE AGAIN WAS ORDERED BY  
JUDGE TATRO TO RECONNECT ALL ESSENTIAL SERVICES.

14 **NRS 205.0832 Actions which constitute theft.**

15 1. Except as otherwise provided in subsection 2, a person commits theft if, without lawful authority, the person  
16 knowingly:

17 (a) Controls any property of another person with the intent to deprive that person of the property.

18 (b) Converts, makes an unauthorized transfer of an interest in, or without authorization controls any property of  
19 another person, or uses the services or property of another person entrusted to him or her or placed in his or her  
possession for a limited, authorized period of determined or prescribed duration or for a limited use.

20 © Obtains real, personal or intangible property or the services of another person by a material misrepresentation  
21 with intent to deprive that person of the property or services. As used in this paragraph, "material misrepresentation"  
22 means the use of any pretense, or the making of any promise, representation or statement of present, past or future fact  
23 which is fraudulent and which, when used or made, is instrumental in causing the wrongful control or transfer of  
property or services. The pretense may be verbal or it may be a physical act.

(d) Comes into control of lost, mislaid or misdelivered property of another person under circumstances providing  
means of inquiry as to the true owner and appropriates that property to his or her own use or that of another person  
without reasonable efforts to notify the true owner.

© Controls property of another person knowing or having reason to know that the property was stolen.

(f) Obtains services, including, without limitation, audio or visual services, or parts, products or other items related  
to such services which the person knows or, in the case of audio or visual services, should have known are available  
only for compensation without paying or agreeing to pay compensation or diverts the services of another person to his  
or her own benefit or that of another person without lawful authority to do so.

(g) Takes, destroys, conceals or disposes of property in which another person has a security interest, with intent  
to defraud that person.

(h) Commits any act that is declared to be theft by a specific statute.

1 (i) Draws or passes a check, and in exchange obtains property or services, if the person knows that the check will not be paid when presented.

2 (j) Obtains gasoline or other fuel or automotive products which are available only for compensation without paying or agreeing to pay compensation.

3 2. A person who commits an act that is prohibited by subsection 1 which involves the repair of a vehicle has not committed theft unless, before the repair was made, the person received a written estimate of the cost of the repair.

(Added to NRS by 1989, 1204; A 1999, 2706; 2001, 3024; 2013, 823)

4 **NRS 205.120 False certificate to certain instruments punishable as forgery.** A person who is authorized to take a proof or acknowledgment of an instrument which by law may be recorded, who willfully certifies falsely that the execution of the instrument was acknowledged by any party thereto, or that the execution thereof was proved, is guilty of a category D felony, and shall be punished as provided in NRS 193.130.

[1911 C&P § 404; RL § 6669; NCL § 10356] — (NRS A 1995, 1217)

7 **NRS 205.2195 "Property" defined. [Effective July 1, 2020.]** "Property" means:

1. Personal goods, personal property and motor vehicles;

2. Money, negotiable instruments and other items listed in NRS 205.260;

3. Livestock, domesticated animals and domesticated birds; and

4. Any other item of value, whether or not the item is listed in NRS 205.2175 to 205.2705, inclusive.

(Added to NRS by 1997, 339; A 2009, 1243; 2019, 4429, effective July 1, 2020)

10 **NRS 205.220 Grand larceny: Definition. [Effective July 1, 2020.]** Except as otherwise provided in NRS 205.226 and 205.228, a person commits grand larceny if the person:

1. Intentionally steals, takes and carries away, leads away or drives away:

(a) Personal goods or property, with a value of \$1,200 or more, owned by another person;

(b) Bedding, furniture or other property, with a value of \$1,200 or more, which the person, as a lodger, is to use in or with his or her lodging and which is owned by another person; or

© Real property, with a value of \$1,200 or more, that the person has converted into personal property by severing it from real property owned by another person.

2. Uses a card or other device for automatically withdrawing or transferring money in a financial institution to obtain intentionally money to which the person knows he or she is not entitled.

3. Intentionally steals, takes and carries away, leads away, drives away or entices away:

(a) One or more head of livestock owned by another person; or

(b) One or more domesticated animals or domesticated birds, with an aggregate value of \$1,200 or more, owned by another person.

4. With the intent to defraud, steal, appropriate or prevent identification:

(a) Marks or brands, causes to be marked or branded, alters or defaces a mark or brand, or causes to be altered or defaced a mark or brand upon one or more head of livestock owned by another person;

(b) Sells or purchases the hide or carcass of one or more head of livestock owned by another person that has had a mark or brand cut out or obliterated;

© Kills one or more head of livestock owned by another person but running at large, whether or not the livestock is marked or branded; or

(d) Kills one or more domesticated animals or domesticated birds, with an aggregate value of \$1,200 or more, owned by another person but running at large, whether or not the animals or birds are marked or branded.

[1911 C&P § 373; A 1915, 119; 1947, 85; 1949, 127; 1943 NCL § 10323] — (NRS A 1965, 1007; 1967, 499; 1969, 531; 1979, 155, 1444; 1983, 546; 1989, 71, 1433; 1995, 13, 1221, 1323; 1997, 341; 2011, 163; 2019, 4429, effective July 1, 2020)

21 **NRS 205.222 Grand larceny: Penalties. [Effective July 1, 2020.]**

1. Unless a greater penalty is imposed by a specific statute, a person who commits grand larceny in violation of NRS 205.220 shall be punished pursuant to the provisions of this section.

2. If the value of the property involved in the grand larceny:

(a) Is less than \$5,000, the person who committed the grand larceny is guilty of a category D felony and shall be punished as provided in NRS 193.130.



(b) Is \$5,000 or more but less than \$25,000, the person who committed the grand larceny is guilty of a category C felony and shall be punished as provided in NRS 193.130.

© Is \$25,000 or more but less than \$100,000, the person who committed the grand larceny is guilty of a category B felony and shall be punished by imprisonment in the state prison for a minimum term of not less than 1 year and a maximum term of not more than 10 years, and by a fine of not more than \$10,000.

(d) Is \$100,000 or more, the person who committed the grand larceny is guilty of a category B felony and shall be punished by imprisonment in the state prison for a minimum term of not less than 1 year and a maximum term of not more than 20 years, and by a fine of not more than \$15,000.

3. In addition to any other penalty, the court shall order the person who committed the grand larceny to pay restitution.

4. If the grand larceny involved a sale in violation of subsection 3 or 4 of NRS 205.220, all proceeds from the sale are subject to forfeiture.

(Added to NRS by 1997, 339; A 2011, 164; 2019, 4430, effective July 1, 2020)

**NRS 205.260 Negotiable and other instruments subjects of larceny.** Bonds, promissory notes, banknotes, bills of exchange, or other bills, orders, drafts, checks, travelers' checks, money orders, receipts or certificates, or warrants for or concerning money, goods or property, due, or to become due, or to be delivered, or any public security issued by the United States or by this state, and any deed or writing containing a conveyance of land or valuable contract, in force, or any release or defeasance, or any other instrument whatever, shall be considered personal goods, of which larceny may be committed; and the money due thereon, or secured thereby and remaining unsatisfied, or which, in any event or contingency, might be due or collectible thereon, or the value of the property transferred or affected thereby, as the case may be, shall be deemed the value of the article stolen.

[1911 C&P § 380; RL § 6645; NCL § 10332] — (NRS A 1973, 175)

**NRS 205.330 Fraudulent conveyances.** Every person who shall be a party to any fraudulent conveyance of any lands, tenements or hereditaments, goods or chattels, or any right or interest issuing out of the same, or to any bond, suit, judgment or execution, contract or conveyance, had, made or contrived with intent to deceive and defraud others, or to defeat, hinder or delay creditors or others of their just debts, damages or demands; or who, being a party as aforesaid, at any time shall wittingly and willingly put in use, avow, maintain, justify or defend the same, or any of them, as true and done, had, or made in good faith, or upon good consideration, or shall alien, assign or sell any of the lands, tenements, hereditaments, goods, chattels or other things before mentioned, conveyed to him or her as aforesaid, or any part thereof, is guilty of a gross misdemeanor.

**NRS 205.340 Sale or creation of security interest in personal property subject to security interest or lien without informing purchaser or secured party.** Every person who shall sell or create a security interest in any personal property which is at the time subject to a security interest or upon which any lien has been or may lawfully be filed, without informing the purchaser or secured party before the payment of the purchase price or money loaned of the several amounts of all such security interests and liens known to the seller or debtor, shall be deemed to have made a false representation and shall, where no other punishment is prescribed, be punished as for a gross misdemeanor.

[1911 C&P § 434; RL § 6699; NCL § 10386] — (NRS A 1965, 928)

**NRS 205.375 False written statements to obtain property or credit.** Any person:

1. Who shall knowingly make or cause to be made, either directly or indirectly, or through any agency whatsoever, any false statement in writing, with intent that it shall be relied upon, respecting the financial condition or means or ability to pay, of himself or herself, or of any other person, firm or corporation, in which he or she is interested, or for whom or which he or she is acting, for the purpose of procuring in any form whatsoever, either the delivery of personal property, the payment of cash, the making of a loan or credit, the extension of a credit, the discount of an account receivable, or the making, acceptance, discount, sale or endorsement of a bill of exchange, or promissory note, for the benefit of either himself or herself or of such person, firm or corporation;

2. Who, knowing that a false statement in writing has been made, respecting the financial condition or means or ability to pay, of himself or herself, or of such person, firm or corporation, in which he or she is interested, or for whom he or she is acting, procures, upon the faith thereof, for the benefit either of himself or herself, or of such person, firm or corporation, either or any of the things of benefit mentioned in subsection 1; or

3. Who, knowing that a statement in writing has been made respecting the financial condition or means or ability to pay, of himself or herself or of such person, firm or corporation, in which he or she is interested, or for whom he or she is acting, represents on a later day, either orally or in writing, that such statement theretofore made, if then again made on that day, would be then true, when, in fact, the statement if then made would be false, and procures upon the faith thereof, for the benefit either of himself or herself or such person, firm or corporation, either or any of the things of benefit mentioned in subsection 1,

→ shall be guilty of a misdemeanor.

[1:193:1923; NCL § 10599] — (NRS A 1967. 503)

**NRS 205.380 Obtaining money, property, rent or labor by false pretenses. [Effective July 1, 2020.]**

1. A person who knowingly and designedly by any false pretense obtains from any other person any chose in action, money, goods, wares, chattels, effects or other valuable thing, including rent or the labor of another person not his or her employee, with the intent to cheat or defraud the other person, is a cheat, and, unless otherwise prescribed by law, shall be punished:

(a) If the value of the thing or labor fraudulently obtained was less than \$1,200, for a misdemeanor, and must be sentenced to restore the property fraudulently obtained if it can be done, or tender payment for rent or labor.

(b) If the value of the thing or labor fraudulently obtained was \$1,200 or more but less than \$5,000, for a category D felony as provided in NRS 193.130.

© If the value of the thing or labor fraudulently obtained was \$5,000 or more but less than \$25,000, for a category C felony as provided in NRS 193.130.

(d) If the value of the thing or labor fraudulently obtained was \$25,000 or more but less than \$100,000, for a category B felony by imprisonment in the state prison for a minimum term of not less than 1 year and a maximum term of not more than 10 years, and by a fine of not more than \$10,000.

© If the value of the thing or labor fraudulently obtained was \$100,000 or more, for a category B felony by imprisonment in the state prison for a minimum term of not less than 1 year and a maximum term of not more than 20 years, and by a fine of not more than \$15,000.

2. In addition to any other penalty set forth in paragraph (b), (c), (d) or © of subsection 1, the court shall order the person to pay restitution.

3. For the purposes of this section, it is prima facie evidence of an intent to defraud if the drawer of a check or other instrument given in payment for:

(a) Property which can be returned in the same condition in which it was originally received;

(b) Rent; or

© Labor performed in a workmanlike manner whenever a written estimate was furnished before the labor was performed and the actual cost of the labor does not exceed the estimate,

→ stops payment on that instrument and fails to return or offer to return the property in that condition, or to specify in what way the labor was deficient within 5 days after receiving notice from the payee that the instrument has not been paid by the drawee.

4. The notice must be sent to the drawer by certified mail, return receipt requested, at the address shown on the instrument. The notice must include a statement of the penalties set forth in this section. Return of the notice because of nondelivery to the drawer raises a rebuttable presumption of the intent to defraud.

5. A notice in boldface type clearly legible and in substantially the following form must be posted in a conspicuous place in every principal and branch office of every bank and in every place of business in which retail selling is conducted or labor is performed for the public and must be furnished in written form by a landlord to a tenant:

The stopping of payment on a check or other instrument given in payment for property which can be returned in the same condition in which it was originally received, rent or labor which was completed in a workmanlike manner, and the failure to return or offer to return the property in that condition or to specify in what way the labor was deficient within 5 days after receiving notice of nonpayment is punishable:

1. If the value of the property, rent or labor fraudulently obtained was less than \$1,200, as a misdemeanor by imprisonment in the county jail for not more than 6 months, or by a fine of not more than \$1,000, or by both fine and imprisonment.

2. If the value of the property, rent or labor fraudulently obtained was \$1,200 or more but less than \$5,000, as a category D felony by imprisonment in the state prison for a minimum term of not less than 1 year and a maximum term of not more than 4 years, or by a fine of not more than \$5,000, or by both fine and imprisonment.

3. If the value of the property, rent or labor fraudulently obtained was \$5,000 or more but less than \$25,000, as a category C felony by imprisonment in the state prison for a minimum term of not less than 1 year and a maximum term of not more than 5 years, or by a fine of not more than \$10,000, or by both fine and imprisonment.

4. If the value of the property, rent or labor fraudulently obtained was \$25,000 or more but less than \$100,000, as a category B felony by imprisonment in the state prison for a minimum term of not less than 1 year and a maximum term of not more than 10 years, and by a fine of not more than \$10,000.

5. If the value of the property, rent or labor fraudulently obtained was \$100,000 or more, as a category B felony by imprisonment in the state prison for a minimum term of not less than 1 year and a maximum term of not more than 20 years, and by a fine of not more than \$15,000.

[1911 C&P § 439; A 1951, 29] — (NRS A 1967, 504; 1977, 1416; 1979, 1072, 1446, 1713; 1981, 2017; 1985, 251, 456; 1989, 1436; 1993, 1518; 1995, 1224; 1997, 9; 1999, 397; 2005, 1082; 2011, 168; 2019, 4435, effective July 1, 2020)

**NRS 205.395 False representation concerning title; penalties; civil action.**

1. Every person who:

(a) Claims an interest in, or a lien or encumbrance against, real property in a document that is recorded in the office of the county recorder in which the real property is located and who knows or has reason to know that the document is forged or groundless, contains a material misstatement or false claim or is otherwise invalid;

(b) Executes or notarizes a document purporting to create an interest in, or a lien or encumbrance against, real property, that is recorded in the office of the county recorder in which the real property is located and who knows or has reason to know that the document is forged or groundless, contains a material misstatement or false claim or is otherwise invalid; or

© Causes a document described in paragraph (a) or (b) to be recorded in the office of the county recorder in which the real property is located and who knows or has reason to know that the document is forged or groundless, contains a material misstatement or false claim or is otherwise invalid,

↳ has made a false representation concerning title.

2. A person who makes a false representation concerning title in violation of subsection 1 is guilty of a category C felony and shall be punished as provided in NRS 193.130.

3. A person who engages in a pattern of making false representations concerning title is guilty of a category B felony and shall be punished by imprisonment in the state prison for a minimum term of not less than 3 years and a maximum term of not more than 20 years, or by a fine of not more than \$50,000, or by both fine and imprisonment.

4. In addition to the criminal penalties imposed for a violation of this section, any person who violates this section is subject to a civil penalty of not more than \$5,000 for each violation. This penalty must be recovered in a civil action, brought in the name of the State of Nevada by the Attorney General. In such an action, the Attorney General may recover reasonable attorney's fees and costs.

5. Except as otherwise provided in this subsection, the owner or holder of the beneficial interest in real property which is the subject of a false representation concerning title may bring a civil action in the district court in and for the county in which the real property is located to recover any damages suffered by the owner or holder of the beneficial interest plus reasonable attorney's fees and costs. The owner or holder of the beneficial interest in the real property must, before bringing a civil action pursuant to this subsection, send a written request to the person who made the false representation to record a document which corrects the false representation. If the person records such a document not later than 20 days after the date of the written request, the owner or holder of the beneficial interest may not bring a civil action pursuant to this subsection.

6. As used in this section:

(a) "Encumbrance" includes, without limitation, a lis pendens or other notice of the pendency of an action.

(b) "Pattern of making false representations concerning title" means one or more violations of a provision of subsection 1 committed in two or more transactions:

(1) Which have the same or similar pattern, purposes, results, accomplices, victims or methods of commission, or are otherwise interrelated by distinguishing characteristics;

(2) Which are not isolated incidents within the preceding 4 years; and

(3) In which the aggregate loss or intended loss is more than \$250.

[1911 C&P § 441; RL § 6706; NCL § 10394] — (NRS A 2011, 338, 1748; 2015, 1358)



**NRS 111.175 Conveyances made to defraud prior or subsequent purchasers are void.** Every conveyance of any estate, or interest in lands, or the rents and profits of lands, and every charge upon lands, or upon the rents and profits thereof, made and created with the intent to defraud prior or subsequent purchasers for a valuable consideration of the same lands, rents or profits, as against such purchasers, shall be void.

[50:9:1861; B § 278; BH § 2619; C § 2689; RL § 1064; NCL § 1522] — (NRS R 1959. 418; reenacted 1960. 324)

**NRS 104.1206 PRESUMPTIONS.** WHENEVER THE UNIFORM COMMERCIAL CODE CREATES A "PRESUMPTION" WITH RESPECT TO A FACT, OR PROVIDES THAT A FACT IS "PRESUMED," THE TRIER OF FACT MUST FIND THE EXISTENCE OF THE FACT UNLESS AND UNTIL EVIDENCE IS INTRODUCED THAT SUPPORTS A FINDING OF ITS NONEXISTENCE.

(ADDED TO NRS BY 2005. 830)

**NRS 104.9614 Contents and form of notification before disposition of collateral: Consumer-goods transaction.** In a consumer-goods transaction, the following rules apply:

1. A notification of disposition must provide the following information:
  - (a) The information specified in subsection 1 of NRS 104.9613;
  - (b) A description of any liability for a deficiency of the person to which the notification is sent;
  - (c) A telephone number from which the amount that must be paid to the secured party to redeem the collateral under NRS 104.9623 is available; and
  - (d) A telephone number or mailing address from which additional information concerning the disposition and the obligation secured is available.
2. A particular phrasing of the notification is not required.
3. The following form of notification, when completed, provides sufficient information:

[Name and address of secured party]

[Date]

#### NOTICE OF OUR PLAN TO SELL PROPERTY

[Name and address of any obligor who is also a debtor]

Subject: [Identification of Transaction]

We have your [describe collateral], because you broke promises in our agreement.

[For a public disposition:]

We will sell [describe collateral] at public sale. A sale could include a lease or license. The sale will be held as follows:

Date: .....

Time: .....

Place: .....

You may attend the sale and bring bidders if you want.

[For a private disposition:]

We will sell [describe collateral] at private sale sometime after [date]. A sale could include a lease or license.

The money that we get from the sale (after paying our costs) will reduce the amount you owe. If we get less money than you owe, you [will or will not, as applicable] still owe us the difference. If we get more money than you owe, you will get the extra money, unless we must pay it to someone else.

1 You can get the property back at any time before we sell it by paying us the full amount you owe (not just  
2 the past due payments), including our expenses. To learn the exact amount you must pay, call us at [telephone  
number].

3 If you want us to explain to you in writing how we have figured the amount that you owe us, you may call  
4 us at [telephone number] [or write us at [secured party's address]] and request a written explanation. [We will  
charge you \$..... for the explanation if we sent you another written explanation of the amount you owe us  
within the last 6 months.]

5 If you need more information about the sale call us at [telephone number] [or write us at [secured party's  
address]].

6 We are sending this notice to the following other people who have an interest in [describe collateral] or  
who owe money under your agreement:

7 [Names of all other debtors and obligors, if any]

8 4. A notification in the form of subsection 3 is sufficient, even if additional information appears at the end of the  
form.

9 5. A notification in the form of subsection 3 is sufficient, even if it includes errors in information not required  
by subsection 1, unless the error is misleading with respect to rights arising under this article.

10 6. If a notification under this section is not in the form of subsection 3, law other than this article determines the  
effect of including information not required by subsection 1.

(Added to NRS by 1999, 352)

### 12 3.

13 SCHULTZ ALSO CONTENDS THAT CORNWELL COULD NOT PROVE PAYMENTS  
14 WERE MADE BUT LOGIC MUST BE APPLIED IN THE FACT THAT THE CLAIM OF A  
15 PRINCIPAL BALANCE DUE REMAINS IN AN AMOUNT EXCEEDING THE ORIGINAL  
16 BALANCE SINCE 2003. TO INFER THAT NO PAYMENT WAS EVER MADE TOWARDS  
17 THE ORIGINAL DEBT WOULD SHOCK THE CONSCIENCE CONSIDERING THE  
18 AMOUNT OF TIME ELAPSED SINCE THE INCEPTION.

### 17 CONCLUSION

18 THE COURT SHOULD RULE IN FAVOR OF DEFENDANT CORNWELL  
19 AND VOID THE SALE OF THE PROPERTY LOCATED AT 2355 COLUMBIA WAY  
20 CARSON CITY NEVADA. DAMAGES SHOULD BE AWARDED AS THIS COURT  
21 DETERMINES WHAT IS FAIR AND JUST FOR HARDSHIP AND DISTRESS THAT  
22 DEFENDANT HAS ENDURED.  
23  
24

1 DATED THIS 01 DAY OF Sat, 2020

2 PURSUANT TO NRS 53.045, I DECLARE UNDER  
3 PENALTY OF  
4 PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

5   
(SIGNATURE)

6 THOMAS CORNWELL IN  
7 PROPER PERSON  
8 2355 COLUMBIA WAY  
9 CARSON CITY, NV. 89701  
10 (775)461-0377  
11 TLCNV@YAHOO.COM  
12  
13  
14  
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17  
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21  
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23  
24

**CERTIFICATE OF MAILING**

I HEREBY CERTIFY THAT ON THE 21 DAY OF  
Sep, 2020, I PLACED A TRUE AND CORRECT COPY OF THE  
FOREGOING 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 21 DAY OF Sep, 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

original

John S. Bartlett, Esq.  
SBN 143  
755 N. Roop St.  
Suite 108  
Carson City, NV 89701  
(775) 841-6444  
johnsbartlett@att.net

Attorney for Plaintiff

REC'D & FILED

OCT 2 - 2020

Date

AUBREY ROWLATT  
CLERK

By

Deputy

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

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

Dept. 2

PLAINTIFF'S BRIEF IN REPLY TO DEFENDANT'S CLOSING ARGUMENT

Plaintiff Neil E. Schultz, by and through his attorney John S. Bartlett, hereby submits his brief in reply to defendant Thomas L. Cornwell's closing statement on plaintiff's case in chief.

Mr. Cornwell's brief does not specifically address the substantive arguments made by Mr. Schultz in support of the process and procedure utilized to conduct the non-judicial foreclosure sale of the land Mr. Cornwell received by quitclaim deed from Karen Lynn Clarke. Rather, Mr. Cornwell simply repeats his claim that because he was living in a mobile home on the land in question, he should have received the quality of notice described in NRS 107.0805, 107.086, and 107.0865. He has not provided any case authority or statutory analysis to support his claim.

1 Mr. Cornwell suggests that he was the common law husband of Karen Lynn  
2 Clarke, which gives him rights under the promissory note executed by Ms. Clarke  
3 to Mr. Soetje. However, this can not be because Nevada does not recognize  
4 common law marriages. *Watson v. Watson*, 95 Nev. 495, 496, 596 P.2d 507  
5 (1979); NRS 122.010. Accordingly, Mr. Cornwell's assertion that he should be  
6 considered an obligor of the promissory note executed by Ms. Clarke in 2003 is  
7 factually and legally erroneous.

8 As noted in Plaintiff's Closing Argument filed previously, while Mr.  
9 Cornwell was the title holder of the land on which the mobile home sits, the mobile  
10 home is personal property, not real property. Therefore, he is not entitled to  
11 engage in the loan modification procedure outlined in NRS 107.086.

12 Finally, Mr. Cornwell questions how the principal balance of the loan  
13 increased over time. The answer to that is simple. The original loan was for  
14 \$32,000.00. Exhibit 4. The note was modified on June 13, 2006 by increasing the  
15 principal balance by \$1,500.00. Exhibit 7. The note was modified again on  
16 December 22, 2009 by increasing the principal balance by another \$4,000.00, or to  
17 \$34,000.00. Exhibit 8. This modification obviously takes into account payments  
18 that had been made on the note to that point. Then, a final modification was made  
19 in May 2010 that increased the principal balance to \$37,651.45. Exhibit 10. This  
20 final modification also extended the loan term by 175 months (the original note  
21 was supposed to be paid off in five years). According to what Mr. Soetje told Mr.  
22 Schultz, Ms. Clarke immediately defaulted on the payment schedule and no further  
23 payments were made.

24 During discovery, plaintiff requested the defendant to produce  
25 documentation of the payments claimed to have been made between May 11, 2011  
26 and May 17, 2016 in Exhibit 9 to the defendant's Answer and Counterclaim. No  
27 documentation was produced in discovery or at trial.



1 Mr. Cornwell testified that Allied Foreclosure Services informed him that  
2 the entire principal balance of the note was due, plus accrued interest, penalties,  
3 and costs. As of May 31, 2010 the principal balance of the note was \$37,651.45,  
4 with interest accruing at the rate of 10% per annum. Exhibit 10. Absent evidence  
5 of any payments being made on the note after May 31, 2010, as of April 2018,  
6 when the foreclosure commenced, interest of at least \$29,807.20 had accrued on  
7 the principal balance. As of the date of the foreclosure sale in August 2018, the  
8 total amount due was \$77,642.53. Exhibit 21. This was the amount of Mr.  
9 Schultz's credit bit. *Id.*

10 The balance of Mr. Cornwell's brief consists of citations of various statutes  
11 in support of his claim that Mr. Schultz engaged in fraud by filing fraudulent  
12 documents in the foreclosure process with the Carson City Recorder. There is no  
13 evidence in the record of any fraud or deception in the foreclosure process. In fact,  
14 Mr. Schultz engaged the services of Allied Foreclosure Services, a company in the  
15 business of conducting non-judicial foreclosure services, to initiate the foreclosure  
16 of the land located at 2355 Columbia Way, Carson City, Nevada, to record and  
17 provide the requisite notices and publication of the Notice of Default and Election  
18 to Sell and Notice of Sale, to conduct the foreclosure sale, and the execute the  
19 Trustee's Deed in favor of Mr. Schultz. It was to Allied Foreclosure Services that  
20 Mr. Cornwell corresponded in questioning the notices he received, and in  
21 requesting the amount due. Allied Foreclosure responded to his concerns  
22 appropriately. Mr. Cornwell's allegations of fraud in the process lack any  
23 evidence in support, and should be dismissed.


### 24 CONCLUSION

25 In his Responding Closing Argument, Mr. Cornwell has not provided the  
26 Court with either factual or legal grounds to persuasively rebut plaintiff Neil  
27 Schultz's arguments that the foreclosure sale by which he acquired the land located  
28 at 2355 Columbia Way, Carson City, Nevada was properly noticed and carried out.

1 Likewise, Mr. Cornwell's counterclaim in which he asserts Mr. Schultz engaged in  
2 fraudulently filed documents with the Carson City Recorder is also without factual  
3 support in the record, or based on applicable law, and should be dismissed.

4 Accordingly, plaintiff Neil E. Schultz requests that judgment be entered in  
5 his favor on his claim to quiet title to the land located at 2355 Columbia Way,  
6 Carson City, Nevada and to a judicial declaration that he is the lawful owner of this  
7 land.

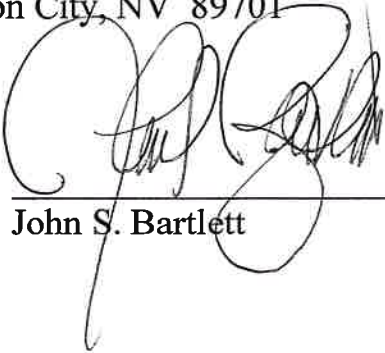
8 Dated this 2<sup>nd</sup> day of October, 2020

9   
10 John S. Bartlett, Esq.  
11 Attorney for plaintiff  
12 Neil E. Schultz  
13  
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CERTIFICATE OF SERVICE

The undersigned, counsel of record for plaintiff Neil E. Schultz, hereby certifies pursuant to NRCP 5(b) that on October 2, 2020 he caused the foregoing Plaintiff's Brief in Reply to Defendant's Closing Argument to be served on defendant Thomas Cornwell by depositing a true and correct copy in the United States Mail, postage prepaid, and addressed as follows:

Thomas Cornwell  
2355 Columbia Way  
Carson City, NV 89701



Handwritten signature of John S. Bartlett, written in black ink, positioned above a horizontal line.

John S. Bartlett

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

REC'D & FILED  
2010 OCT 16 AM 10:52

CLERK  
DEPUTY

THE FIRST JUDICIAL DISTRICT COURT STATE OF NEVADA

IN AND FOR CARSON CITY, NEVADA

7 NEIL SCHULTZ

8 Plaintiff,

9 vs.

10 THOMAS CORNWELL,

11 Defendant

Case No.: 18 RP 00018 1B

DEPT; II

CLOSING ARGUMENT/  
PROPOSED ORDER FINAL

12  
13  
14 **DEFENDANT, THOMAS CORNWELL, HEREBY SUBMITS THIS REPLY TO**  
15 **PLAINTIFFS' BRIEF IN REPLY TO CLOSING ARGUMENTS.**

16 **I.**

17 **THE CASE BEFORE THE COURT IS AN ACTION TO QUIET TITLE INITIATED**  
18 **BY MR. NEIL SCHULTZ THROUGH HIS ATTORNEY JOHN BARTLETT.**

19 **THE DEFENDANT, THOMAS CORNWELL ASSERTS THAT MR. SCHULTZ**  
20 **OBTAINED THE PROMISSORY NOTE WITH THE INTENT OF ESSENTIALLY**  
21 **ROBBING MR. CORNWELL OF ANY AND ALL EQUITY RIGHT AND TITLE OF**  
22 **THE REAL PROPERTY KNOWN AS 2355 COLUMBIA WAY CARSON CITY, NV.**  
23 **89706**

24 **II.**

**THE FOLLOWING ARE FACTS IN SUPPORT OF DEFENDANTS CLAIM;**

25 **• FACT 1.**

26 **DEFENDANT CORNWELL OBTAINED PROPERTY BY QUITCLAIM THEREBY**  
27 **ACKNOWLEDGING HIM AS OWNER OF 2355 COLUMBIA WAY CARSON CITY NV**  
28 **89706**

- 
- 

- **FACT 2.**

CORNWELL HAS LIVED AT 2355 COLUMBIA WAY CARSON CITY NV 89706 SINCE MAY OF 2003. THIS HAS REMAINED CORNWELLS PRIMARY AND ONLY RESIDENCE IN THE STATE OF NEVADA. US CENSUS RECORDS CAN PROVE THIS FACT REGARDLESS OF WHETHER THE STATE OF NEVADA RECOGNIZES COMMON LAW MARRIAGE OR NOT.

- **FACT 3.**

THE PROPERTY KNOWN AS 2355 COLUMBIA WAY CARSON CITY NV 89706 WAS SOLD TO KAREN CLARKE IN 2003 (SEE COURT RECORDS FILED WITH ORIGINAL COUNTERCLAIM) *AS REAL PROPERTY, THE SALE AD FROM MCCALL REALTY DESCRIBES; A MANUFACTURED HOME SITTING ON A SIX POINT FOUNDATION. OFFICIALLY LISTED BY THE COUNTY ASSESSOR CODE 260-SINGLE FAMILY RESIDENCE.*

- **FACT 4.**

THE PROPERTY REMAINED A CODE 260-SINGLE FAMILY RESIDENCE UP UNTIL PLAINTIFF SCHULTZ TOOK AN INTEREST IN PURCHASING THE NOTE AFTER WHICH IT WAS CHANGED TO A CODE 230-MANUFACTURED HOME WITH LAND. THIS FACT WAS UNKNOWN TO DEFENDANT CORNWELL UNTIL THE ASSESSORS TAX CAME DUE.

- **FACT 5.**

SCHULTZ ATTEMPTED AN ILLEGAL LOCK-OUT AND SHUT-OFF OF ESSENTIAL SERVICES BY TAKING THE UTILITIES OUT OF DEFENDANT CORNWELLS NAME WITHOUT HIS KNOWLEDGE AS WELL AS ATTEMPTING TO REMOVE WATER AND SEWER SERVICE. THIS DEVIOS PATTERN OF BEHAVIOR CONTINUED WITH SCHULTZ ATTEMPTING EVICTION PROCEEDINGS IN JUSTICE COURT WHEREBY JUDGE TATRO ORDERED HIM TO RESTORE SERVICES AND GAVE EXPLICIT INSTRUCTION TO MR. SCHULTZ TO "QUIT MAKING THESE BACK ROOM DEALS ON HAND SHAKES BEFORE HE GETS HIMSELF INTO TROUBLE" THEN RULED IN FAVOR OF CORNWELL STATING AN AFFIRMATIVE DEFENSE AS OWNER.

- **FACT 6.**

THE NOTICE OF DEFAULT AND ELECTION TO SELL IS DEFECTIVE ON ITS FACE; THE PROPERTY IS LISTED AS BEING SITUATED IN WASHOE COUNTY, THE PROPERTY IS PHYSICALLY LOCATED IN CARSON CITY CARSON CITY COUNTY.

- **FACT 7.**

ALLIED TRUSTEE SERVICES WAS NOTIFIED BY MR. CORNWELL THAT THE NOTICE WAS DEFICIENT AND THEY CHANGED THE TYPE OF NOTICE TO CLAIM THE LAND ONLY.

- **FACT 8.**

AUTOMATIC FUNDS TRANSFER SERVICE IS NOT LICENSED TO DO BUSINESS IN THE STATE OF NEVADA AND ITS DBA ALLIED TRUSTEE SERVICE IS WITHDRAWN PER THE SECRETARY OF STATE. FIRST CENTENNIAL TITLE HAS BEEN PERMANENTLY

1 REVOKED MEANING NO LEGITIMATE BUSINESS ENTITY IS ASSOCIATED WITH THE  
2 FORECLOSURE PROCESS INVOLVING MR. CORNWELLS PROPERTY.

3 • **FACT 9.**

4 MR. SCHULTZ BID TWICE THE AMOUNT OF INITIAL BIDS AT AUCTION TO ENSURE  
5 THE WINNING BID AND INFLATING THE SALE. NO MONEY WAS EXCHANGED  
6 BECAUSE HE ESSENTIALLY BOUGHT THE PROPERTY FROM HIMSELF.

7 • **FACT 10.**

8 THE ACTION TO QUIET TITLE WOULD NOT BE NECESSARY IF MR. SCHULTZ HAD  
9 FOLLOWED THE STRICT REQUIREMENTS SET FORTH IN NRS 107.080

10 **III.**

11 **DEFENDANTS STATEMENT REGARDING THE LEGAL PRINCIPLE AND LAWS**  
12 **APPLIED TO THIS CASE**

13 DEFENDANT ASSERTS THAT THE LEGAL PRINCIPLE IS NON-  
14 COMPLIANCE WITH NEVADA REVISED STATUTE 107.080 WHICH CONTROLS  
15 THE SALE OF REAL PROPERTY BY NON-JUDICIAL FORECLOSURE PROCESSES.  
16 THIS REQUIRES A STRICT COMPLIANCE TO STEPS OUTLINED WITHIN THE  
17 STATUTE DUE TO THE FACT A PERSONS HOME AND RIGHT TO TITLE CAN  
18 INVOLVE TENS OF THOUSANDS AND UP TO HUNDREDS OF THOUSANDS OF  
19 DOLLARS OF WHICH THEY MIGHT BE DEPRIVED..

20 SEVERAL OF THESE REQUIREMENTS WERE NOT MET BY THE PLAINTIFF AS  
21 NOTED BELOW.

22 SEVERAL VIOLATIONS OF THE UNIFORM COMMERCIAL CODE UNDER NRS  
23 104.2201 FORMAL REQUIREMENTS; STATUTE OF FRAUDS AND VIOLATIONS OF  
24 RIGHTS AS A HOLDER IN DUE COURSE *ATTENTION TO HIGHLIGHTED ITEMS*  
FRAUD AND DECEPTIVE BUSINESS PRACTICE ARE ALSO ASSERTIONS OF  
DEFENDANT.

**NRS 104.2201 Formal requirements; statute of frauds.**

1. Except as otherwise provided in this section a contract for the sale of goods for the price of \$500 or more is not enforceable by way of action or defense unless there is some writing sufficient to indicate that a contract for sale has been made between the parties and signed by the party against whom enforcement is sought or by his or her authorized agent or broker. A writing is not insufficient because it omits or incorrectly states a term agreed upon but the contract is not enforceable under this subsection beyond the quantity of goods shown in such writing.

2. Between merchants if within a reasonable time a writing in confirmation of the contract and sufficient against the sender is received and the party receiving it has reason to know its contents, it satisfies the requirements of subsection 1 against such party unless written notice of objection to its contents is given within 10 days after it is received.

**NRS 104.2202 Final written expression: Parol or extrinsic evidence.** Terms with respect to which the confirmatory memoranda of the parties agree or which are otherwise set forth in writing intended by the parties as a final expression of their agreement with respect to such



terms as are included therein may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement but may be explained or supplemented:

1. By course of performance, course of dealing or usage of trade (NRS 104.1303); and
2. By evidence of consistent additional terms unless the court finds the writing to have been intended also as a complete and exclusive statement of the terms of the agreement.

**NRS 104.2210 Delegation of performance; assignment of rights.**

1. A party may perform his or her duty through a delegate unless otherwise agreed or unless the other party has a substantial interest in having his or her original promisor perform or control the acts required by the contract. No delegation of performance relieves the party delegating of any duty to perform or any liability for breach.

2. Except as otherwise provided in NRS 104.9406, unless otherwise agreed, all rights of either seller or buyer can be assigned except where the assignment would materially change the duty of the other party, or increase materially the burden or risk imposed on the seller or buyer by his or her contract, or impair materially his or her chance of obtaining return performance. A right to damages for breach of the whole contract or a right arising out of the assignor's due performance of his or her entire obligation can be assigned despite agreement otherwise.

3. Unless the circumstances indicate the contrary a prohibition of assignment of "the contract" is to be construed as barring only the delegation to the assignee of the assignor's performance.

4. An assignment of "the contract" or of "all my rights under the contract" or an assignment in similar general terms is an assignment of rights and unless the language or the circumstances (as in an assignment for security) indicate the contrary, it is a delegation of performance of the duties of the assignor and its acceptance by the assignee constitutes a promise by the assignee to perform those duties. This promise is enforceable by either the assignor or the other party to the original contract.

**NRS 104.2312 Warranty of title and against infringement; buyer's obligation against infringement.**

1. Subject to subsection 2 there is in a contract for sale a warranty by the seller that:

- (a) The title conveyed shall be good, and its transfer rightful; and
- (b) The goods shall be delivered free from any security interest or other lien or encumbrance of which the buyer at the time of contracting has no knowledge.

**NRS 104.2612 "Installment contract"; breach.**

1. An "installment contract" is one which requires or authorizes the delivery of goods in separate lots to be separately accepted, even though the contract contains a clause "each delivery is a separate contract" or its equivalent.

2. The buyer may reject any installment which is nonconforming if the nonconformity substantially impairs the value of that installment and cannot be cured or if the nonconformity is a defect in the required documents; but if the nonconformity does not fall within subsection 3 and the seller gives adequate assurance of its cure the buyer must accept that installment.

3. Whenever nonconformity or default with respect to one or more installments substantially impairs the value of the whole contract there is a breach of the whole. But the aggrieved party reinstates the contract if the aggrieved party accepts a nonconforming installment without

1 seasonably notifying of cancellation or if the aggrieved party brings an action with respect only to  
2 past installments or demands performance as to future installments.

3 **NRS 104.3117 Other agreements affecting instrument.** Subject to applicable law  
4 regarding exclusion of proof of contemporaneous or previous agreements, the obligation of a party  
5 to an instrument to pay the instrument may be modified, supplemented or nullified by a separate  
6 agreement of the obligor and a person entitled to enforce the instrument, if the instrument is issued  
7 or the obligation is incurred in reliance on the agreement or as part of the same transaction giving  
8 rise to the agreement. To the extent an obligation is modified, supplemented or nullified by an  
9 agreement under this section, the agreement is a defense to the obligation.

(Added to NRS by 1965, 822; A 1993, 1267)

6 **NRS 104.3203 Transfer of instrument; rights acquired by transfer.**

7 1. An instrument is transferred when it is delivered by a person other than its issuer for the  
8 purpose of giving to the person receiving delivery the right to enforce the instrument.

9 2. Transfer of an instrument, whether or not the transfer is a negotiation, vests in the  
10 transferee any right of the transferor to enforce the instrument, including any right as a holder in  
11 due course, but the transferee cannot acquire rights of a holder in due course by a transfer, directly  
12 or indirectly, from a holder in due course if the transferee engaged in fraud or illegality affecting  
13 the instrument.

14 3. Unless otherwise agreed, if an instrument is transferred for value and the transferee does  
15 not become a holder because of lack of endorsement by the transferor, the transferee has a  
16 specifically enforceable right to the unqualified endorsement of the transferor, but negotiation of  
17 the instrument does not occur until the endorsement is made.

18 4. If a transferor purports to transfer less than the entire instrument, negotiation of the  
19 instrument does not occur. The transferee obtains no rights under this article and has only the rights  
20 of a partial assignee.

15 **NRS 104.3302 Holder in due course.**

16 1. Except as otherwise provided in subsection 3 of this section and subsection 4 of NRS  
17 104.3106, "holder in due course" means the holder of an instrument if:

18 (a) The instrument when issued or negotiated to the holder does not bear such apparent  
19 evidence of forgery or alteration or is not otherwise so irregular or incomplete as to call into  
20 question its authenticity; and

21 (b) The holder took the instrument:

22 (1) For value;

23 (2) In good faith;

24 (3) Without notice that the instrument is overdue or has been dishonored or that there is  
an uncured default with respect to payment of another instrument issued as part of the same series;

(4) Without notice that the instrument contains an unauthorized signature or has been  
altered;

(5) Without notice of any claim to the instrument described in NRS 104.3306; and

(6) Without notice that any party has a defense or claim in recoupment described in  
subsection 1 of NRS 104.3305.

2. Notice of discharge of a party, other than discharge in an insolvency proceeding, is not notice of a defense under subsection 1, but discharge is effective against a person who became a holder in due course with notice of the discharge. Public filing or recording of a document does not of itself constitute notice of a defense, claim in recoupment or claim to the instrument.

3. Except to the extent a transferor or predecessor in interest has rights as a holder in due course, a person does not acquire rights of a holder in due course of an instrument taken:

(a) By legal process or by purchase in an execution, bankruptcy, or creditor's sale or similar proceeding;

(b) By purchase as part of a bulk transaction not in ordinary course of business of the transferor; or

(c) As the successor in interest to an estate or other organization.

4. If, under paragraph (a) of subsection 1 of NRS 104.3303, the promise of performance that is the consideration for an instrument has been partially performed, the holder may assert rights as a holder in due course of the instrument only to the fraction of the amount payable under the instrument equal to the value of the partial performance divided by the value of the promised performance.

5. If the person entitled to enforce an instrument has only a security interest in the instrument and the person obliged to pay the instrument has a defense, claim in recoupment or claim to the instrument that may be asserted against the person who granted the security interest, the person entitled to enforce the instrument may assert rights as a holder in due course only to an amount payable under the instrument which, at the time of enforcement of the instrument, does not exceed the amount of the unpaid obligation secured.

6. To be effective, notice must be received at a time and in a manner that gives a reasonable opportunity to act on it.

7. This section is subject to any law limiting status as a holder in due course in particular classes of transactions.

(Added to NRS by 1965, 825; A 1993, 1272)

**NRS 104.3306 Claims to an instrument.** A person taking an instrument, other than a person having rights of a holder in due course, is subject to a claim of a property or possessory right in the instrument or its proceeds, including a claim to rescind a negotiation and to recover the instrument or its proceeds. A person having rights of a holder in due course takes free of the claim to the instrument.

(Added to NRS by 1965, 826; A 1993, 1276)

**NRS 104.3602 Payment.**

1. Subject to subsection 5, an instrument is paid to the extent payment is made by or on behalf of a party obliged to pay the instrument, and to a person entitled to enforce the instrument.

2. Subject to subsection 5, a note is paid to the extent payment is made by or on behalf of a party obliged to pay the note to a person who formerly was entitled to enforce the note only if at the time of the payment the party obliged to pay has not received adequate notification that the note has been transferred and that payment is to be made to the transferee. A notification is adequate only if it:

(a) Is signed by the transferor or the transferee;

(b) Reasonably identifies the transferred note; and

(c) Provides an address at which payments subsequently are to be made.

➔ Upon request, a transferee shall seasonably furnish reasonable proof that the note has been transferred. Unless the transferee complies with the request, a payment to the person that formerly



was entitled to enforce the note is effective for purposes of subsection 3 even if the party obliged to pay the note has received a notification under this subsection.

3. Subject to subsection 5, to the extent of a payment under subsections 1 and 2, the obligation of the party obliged to pay the instrument is discharged even though payment is made with knowledge of a claim to the instrument under NRS 104.3306 by another person.

4. Subject to subsection 5, a transferee, or any party that has acquired rights in the instrument directly or indirectly from a transferee, including any such party that has rights as a holder in due course, is deemed to have notice of any payment that is made under subsection 2 after the date that the note is transferred to the transferee but before the party obliged to pay the note receives adequate notification of the transfer.

5. The obligation of a party to pay the instrument is not discharged under subsections 1 to 4, inclusive, if:

(a) A claim to the instrument under NRS 104.3306 is enforceable against the party receiving payment and:

(1) Payment is made with knowledge by the payor that payment is prohibited by injunction or similar process of a court of competent jurisdiction; or

(2) In the case of an instrument other than a cashier's check, teller's check or certified check, the party making payment accepted, from the person having a claim to the instrument, indemnity against loss resulting from refusal to pay the person entitled to enforce the instrument; or

(b) The person making payment knows that the instrument is a stolen instrument and pays a person he or she knows is in wrongful possession of the instrument.

6. As used in this section, "signed," with respect to a record that is not a writing, includes the attachment to or logical association with the record of an electronic symbol, sound, or process with the present intent to adopt or accept the record.

(Added to NRS by 1965, 837; A 1993, 1297; 2005, 2003)

**NRS 104.8113 Statute of frauds inapplicable.** A contract or modification of a contract for the sale or purchase of a security is enforceable whether or not there is a writing signed or record authenticated by a party against whom enforcement is sought, even if the contract or modification is not capable of performance within 1 year after its making.

(Added to NRS by 1965, 885; A 1985, 107; 1997, 399)

**NRS 107.0805 Trustee's power of sale: Requirements and conditions; contents of notarized affidavits; circumstances in which sale must be declared void. [Effective through June 30, 2021.]**

1. *In addition to the requirements set forth in NRS 107.080, 107.085 and 107.086, the power of sale for a residential foreclosure is subject to the following requirements and conditions and must not be executed until*

(b) *The beneficiary, the successor in interest of the beneficiary or the trustee first executes and causes to be recorded in the office of the recorder of the county wherein the trust property, or some part thereof, is situated a notice of the breach and of the election to sell or cause to be sold the property pursuant to subsection 2 of NRS 107.080, together with a notarized affidavit of authority to exercise the power of sale. The affidavit required by this paragraph must state under penalty of perjury the following information, which must be based on the direct, personal knowledge of the*

1 *affiant or the personal knowledge which the affiant acquired by a review of the business records*  
2 *of the beneficiary, the successor in interest of the beneficiary or the servicer of the obligation or*  
3 *debt secured by the deed of trust, which business records must meet the standards set forth in NRS*  
4 *51.135:*

5 (1) *The full name and business address of the current trustee or the current trustee's*  
6 *personal representative or assignee, the current holder of the note secured by the deed of trust,*  
7 *the current beneficiary of record and the current servicer of the obligation or debt secured by the*  
8 *deed of trust.*

9 (2) *That the beneficiary under the deed of trust, the successor in interest of the beneficiary or*  
10 *the trustee is in actual or constructive possession of the note secured by the deed of trust or that*  
11 *the beneficiary or its successor in interest or the trustee is entitled to enforce the obligation or*  
12 *debt secured by the deed of trust. For the purposes of this subparagraph, if the obligation or debt*  
13 *is an instrument, as defined in subsection 2 of NRS 104.3103, a beneficiary or its successor in*  
14 *interest or the trustee is entitled to enforce the instrument if the beneficiary or its successor in*  
15 *interest or the trustee is:*

16 (I) *the holder of the instrument;*

17 (II) *A nonholder in possession of the instrument who has the rights of a holder; or*

18 (III) *A person not in possession of the instrument who is entitled to enforce the*  
19 *instrument pursuant to a court order issued under NRS 104.3309.*

20 (3) *That the beneficiary or its successor in interest, the servicer of the obligation or debt*  
21 *secured by the deed of trust or the trustee, or an attorney representing any of those persons, has*  
22 *sent to the obligor or borrower of the obligation or debt secured by the deed of trust a written*  
23 *statement of:*

(I) *That amount of payment required to make good the deficiency in performance or*  
payment, avoid the exercise of the power of sale and reinstate the terms and conditions of the  
underlying obligation or debt existing before the deficiency in performance or payment, as of the  
date of the statement;

(II) *The amount in default;*

(III) *The principal amount of the obligation or debt secured by the deed of trust;*

(IV) *The amount of accrued interest and late charges;*

(V) *A good faith estimate of all fees imposed in connection with the exercise of the*  
power of sale; and

(VI) *Contact information for obtaining the most current amounts due and the local or*  
toll-free telephone number described in subparagraph (4).

(4) *A local or toll-free telephone number that the obligor or borrower of the obligation*  
or debt may call to receive the most current amounts due and a recitation of the information  
contained in the affidavit.

(5) *The date and the recordation number or other unique designation of, and the name of*  
each assignee under, each recorded assignment of the deed of trust. The information required to  
be stated in the affidavit pursuant to this subparagraph may be based on:

(I) *The direct, personal knowledge of the affiant;*

(II) *The personal knowledge which the affiant acquired by a review of the business*  
records of the beneficiary, the successor in interest of the beneficiary or the servicer of the

obligation or debt secured by the deed of trust, which business records must meet the standards set forth in NRS 51.135;

(III) Information contained in the records of the recorder of the county in which the property is located; or

(IV) The title guaranty or title insurance issued by a title insurer or title agent authorized to do business in this State pursuant to chapter 692A of NRS.

#### IV.

#### SEVERAL OTHER STATUTES WERE VIOLATED IN PLAINTIFFS ATTEMPT TO CIRCUMVENT THE JUDICIAL PROCESS AS NOTED BELOW:

**NRS 97B.140 Consumer form contracts: Void if entered into with unlicensed person required to be licensed.** Any consumer form contract entered into by a consumer with a person who is required to be licensed pursuant to any provision of NRS or NAC in order to enter into the consumer transaction, but is not so licensed, is void. Neither the obligee nor any assignee of the obligation may collect, receive or retain any principal, finance charge or other fees in connection with the transaction.

(Added to NRS by 2019, 2310)

**NRS 111.175 Conveyances made to defraud prior or subsequent purchasers are void.** Every conveyance of any estate, or interest in lands, or the rents and profits of lands, and every charge upon lands, or upon the rents and profits thereof, made and created with the intent to defraud prior or subsequent purchasers for a valuable consideration of the same lands, rents or profits, as against such purchasers, shall be void.

[50:9:1861; B § 278; BH § 2619; C § 2689; RL § 1064; NCL § 1522] — (NRS R 1959, 418; reenacted 1960, 324)

**NRS 104.1206 PRESUMPTIONS.** WHENEVER THE UNIFORM COMMERCIAL CODE CREATES A "PRESUMPTION" WITH RESPECT TO A FACT, OR PROVIDES THAT A FACT IS "PRESUMED," THE TRIER OF FACT MUST FIND THE EXISTENCE OF THE FACT UNLESS AND UNTIL EVIDENCE IS INTRODUCED THAT SUPPORTS A FINDING OF ITS NONEXISTENCE. (ADDED TO NRS BY 2005, 830)

#### **NRS 104.9614 Contents and form of notification before disposition of collateral:**

**Consumer-goods transaction.** In a consumer-goods transaction, the following rules apply:

1. A notification of disposition must provide the following information:

(a) The information specified in subsection 1 of NRS 104.9613;

(b) A description of any liability for a deficiency of the person to which the notification is sent;

(c) A telephone number from which the amount that must be paid to the secured party to redeem the collateral under NRS 104.9623 is available; and



1 (d) A telephone number or mailing address from which additional information concerning the  
disposition and the obligation secured is available.

2 2. A particular phrasing of the notification is not required.

3 3. The following form of notification, when completed, provides sufficient information:

4 [Name and address of secured party]

[Date]

### 5 **NOTICE OF OUR PLAN TO SELL PROPERTY**

6 [Name and address of any obligor who is also a debtor]

7 Subject: [Identification of Transaction]

8 We have your [describe collateral], because you broke promises in our agreement.

9 [For a public disposition:]

10 We will sell [describe collateral] at public sale. A sale could include a lease or license.  
The sale will be held as follows:

11 Date: .....

12 Time: .....

Place: .....

13 You may attend the sale and bring bidders if you want.

14 [For a private disposition:]

15 We will sell [describe collateral] at private sale sometime after [date]. A sale could  
include a lease or license.

16 The money that we get from the sale (after paying our costs) will reduce the amount you  
owe. If we get less money than you owe, you [will or will not, as applicable] still owe us the  
17 difference. If we get more money than you owe, you will get the extra money, unless we must  
pay it to someone else.

18  
19 You can get the property back at any time before we sell it by paying us the full amount  
you owe (not just the past due payments), including our expenses. To learn the exact amount  
you must pay, call us at [telephone number].

20  
21 If you want us to explain to you in writing how we have figured the amount that you owe  
us, you may call us at [telephone number] [or write us at [secured party's address]] and  
request a written explanation. [We will charge you \$...... for the explanation if we sent  
22 you another written explanation of the amount you owe us within the last 6 months.]

*If you need more information about the sale call us at [telephone number] [or write us at [secured party's address]].*

We are sending this notice to the following other people who have an interest in [describe collateral] or who owe money under your agreement:

[Names of all other debtors and obligors, if any]

4. A notification in the form of subsection 3 is sufficient, even if additional information appears at the end of the form.

5. A notification in the form of subsection 3 is sufficient, even if it includes errors in information not required by subsection 1, unless the error is misleading with respect to rights arising under this article.

6. If a notification under this section is not in the form of subsection 3, law other than this article determines the effect of including information not required by subsection 1.

(Added to NRS by 1999, 352)

**NRS 107.028 Trustees: Qualifications; limitations on powers; appointment of new trustee; duties; immunity from liability for certain good faith errors; damages in certain civil actions.**

1. Except as otherwise provided in subsection 4, the trustee under a deed of trust must be:

(a) *An attorney licensed to practice law in this State;*

(b) A title insurer or title agent authorized to do business in this State pursuant to chapter 692A of NRS;

(c) *A person licensed pursuant to chapter 669 of NRS:*

(d) A domestic or foreign entity which holds a current state business license issued by the Secretary of State pursuant to chapter 76 of NRS;

(e) *A person who does business under the laws of this State, the United States or another state relating to banks, savings banks, savings and loan associations or thrift companies;*

(f) *A person who is appointed as a fiduciary pursuant to NRS 662.245;*

(g) A person who acts as a registered agent for a domestic or foreign corporation, limited-liability company, limited partnership or limited-liability partnership;

(h) A person who acts as a trustee of a trust holding real property for the primary purpose of facilitating any transaction with respect to real estate if he or she is not regularly engaged in the business of acting as a trustee for such trusts;

(i) A person who engages in the business of a collection agency pursuant to chapter 649 of NRS; or

(j) A person who engages in the business of an escrow agency, escrow agent or escrow officer pursuant to the provisions of chapter 645A or 692A of NRS.

2. A trustee under a deed of trust must not be the beneficiary of the deed of trust for the purposes of exercising the power of sale pursuant to NRS 107.080.

3. *A trustee under a deed of trust must not:*

(a) Lend its name or its corporate capacity to any person who is not qualified to be the trustee under a deed of trust pursuant to subsection 1.

(b) Act individually or in concert with any other person to circumvent the requirements of subsection 1.

1 4. A beneficiary of record may:  
2 (a) Replace its trustee with another trustee; or  
3 (b) Substitute as trustee only for the purposes of executing a substitution of trustee and a full  
4 or partial reconveyance of a deed of trust.

5 5. The appointment of a new trustee is not effective until the substitution of trustee is recorded  
6 in the office of the recorder of the county in which the real property is located.

7 6. The trustee does not have a fiduciary obligation to the grantor or any other person having  
8 an interest in the property which is subject to the deed of trust. The trustee shall act impartially  
9 and in good faith with respect to the deed of trust and shall act in accordance with the laws of this  
10 State. A rebuttable presumption that a trustee has acted impartially and in good faith exists if the  
11 trustee acts in compliance with the provisions of NRS 107.080. In performing acts required by  
12 NRS 107.080, the trustee incurs no liability for any good faith error resulting from reliance on  
13 information provided by the beneficiary regarding the nature and the amount of the default under  
14 the obligation secured by the deed of trust if the trustee corrects the good faith error not later than  
15 20 days after discovering the error.

16 7. If, in an action brought by a grantor, a person who holds title of record or a beneficiary  
17 in the district court in and for the county in which the real property is located, the court finds that  
18 the trustee did not comply with this section, any other provision of this chapter or any applicable  
19 provision of chapter 106 or 205 of NRS, the court must award to the grantor, the person who holds  
20 title of record or the beneficiary:

- 21 (a) Damages of \$5,000 or treble the amount of actual damages, whichever is greater;  
22 (b) An injunction enjoining the exercise of the power of sale until the beneficiary, the successor  
23 in interest of the beneficiary or the trustee complies with the requirements of subsections 2, 3 and  
24 4; and  
25 (c) Reasonable attorney's fees and costs,  
26 ↪ unless the court finds good cause for a different award.

27 **NRS 107.081 Time and place of sale; agent holding sale not to be purchaser.**

28 1. All sales of property pursuant to NRS 107.080 must be made at auction to the highest  
29 bidder and must be made between the hours of 9 a.m. and 5 p.m. The agent holding the sale must  
30 not become a purchaser at the sale or be interested in any purchase at such a sale.

V.

**PLAINTIFF SCHULTZS' UNSCROUPULOUS BUSINESS PRACTICES HAVE SEVERELY AFFECTED THE HEALTH AND WELL BEING OF THE DEFENDANT AN ELDERLY CITIZEN WITH LIMITED FINANCES RELYING SOLELY ON AN EXTREMELY SMALL SOCIAL SECURITY BENEFIT PAYMENT THAT BARELY COVERS THE COST OF LIVING. THOSE ACTIONS DIRECTLY VIOLATE THE STATUTE LISTED BELOW:**

**NRS 598.0973 Civil penalty for engaging in deceptive trade practice directed toward elderly person or person with disability.**

1. Except as otherwise provided in NRS 598.0974, in any action brought pursuant to NRS 598.0979 to 598.099, inclusive, if the court finds that a person has engaged in a deceptive trade practice directed toward an elderly person or a person with a disability, the court may, in addition to any other civil or criminal penalty, impose a civil penalty of not more than \$12,500 for each violation.

2. In determining whether to impose a civil penalty pursuant to subsection 1, the court shall consider whether:

(a) The conduct of the person was in disregard of the rights of the elderly person or person with a disability;

(b) The person knew or should have known that his or her conduct was directed toward an elderly person or a person with a disability;

(c) The elderly person or person with a disability was more vulnerable to the conduct of the person because of the age, health, infirmity, impaired understanding, restricted mobility or disability of the elderly person or person with a disability;

(d) The conduct of the person caused the elderly person or person with a disability to suffer actual and substantial physical, emotional or economic damage;

(e) The conduct of the person caused the elderly person or person with a disability to suffer:

(1) Mental or emotional anguish;

(2) The loss of the primary residence of the elderly person or person with a disability;

(3) The loss of the principal employment or source of income of the elderly person or person with a disability;

(4) The loss of money received from a pension, retirement plan or governmental program;

(5) The loss of property that had been set aside for retirement or for personal or family care and maintenance;

(6) The loss of assets which are essential to the health and welfare of the elderly person or person with a disability; or

(7) Any other interference with the economic well-being of the elderly person or person with a disability, including the encumbrance of his or her primary residence or principal source of income; or

(f) Any other factors that the court deems to be appropriate.

(Added to NRS by 1993, 1978; A 2005, 1251, 1428; 2009, 1190)



**VI.**

**SUMMARY**

DEFENDANT TOM CORNWELL MOVED TO NEVADA IN 2003 WITH KAREN CLARKE AND PURCHASED THE PROPERTY AT 2355 COLUMBIA WAY CARSON CITY NV. CARSON CITY COUNTY THROUGH MCCALL REALTY WHO ADVERTISED THE PROPERTY AS A MANUFACTURED HOME SITTING ON A SIX POINT FOUNDATION CONVERTED TO REAL PROPERTY.

DEFENDANT HAS RESIDED AT THIS ADDRESS CONTINUALLY AND THE LOCATION IS HIS PRIMARY RESIDENCE.

A DEED OF TRUST WAS EXECUTED FOR THE PRINCIPAL SUM OF \$32,000.00 WITH ANNUAL PERCENTAGE RATE OF 9% INTEREST OWED TO MR. GEORGE SOETJE. MODIFICATIONS TO THE NOTE ARE INCLUDED IN THE RECORD.

PLAINTIFF SCHULTZ WOULD LIKE THE COURT TO BELIEVE THAT IN 17 YEARS NO PAYMENT HAS EVER BEEN MADE TOWARDS THIS DEBT OF THE PROMISSORY NOTE HELD BY SOETJE AND CLARKE. PROPER NOTIFICATION OF THE TRANSFER IN INTEREST WAS NEVER GIVEN BUT SHOULD HAVE BEEN INCLUDED AS PART OF THE RECORD.

TO DATE SOETJE, SCHULTZ AND THE MORTGAGE SERVICER HAVE NOT PROVIDED A STATEMENT OF THE ACCOUNT. CORNWELL REPEATEDLY REQUESTED A COPY OF THE PAYMENT HISTORY TO SHOW THE NUMBER OF PAYMENTS, TIMES LATE AND REMAINING PRINCIPLE BALANCE WITH INTENT

1 OF PAYING IN FULL. EACH REQUEST FOR INFORMATION WAS MET WITH  
2 ANOTHER REASON WHY THE FORECLOSURE WOULD NOT BE STOPPED.

3 UPON SUBMITTING A LIST OF PAYMENT AMOUNTS, DATES AND  
4 CORRESPONDING MONEY ORDER & CHECK NUMBERS HE WAS TOLD THAT  
5 THE INFORMATION WAS INSUFFICIENT PROOF OF PAYMENT. BASED ON  
6 PLAINTIFFS ACTIONS ONE CAN REASONABLY INFER THAT HE VIEWED MR.  
7 CORNWELL AS A TENANT NOT AN OWNER. ALL OF SCHULTZS' ATTEMPTS AT  
8 EVICTION WERE DENIED AND CLEARLY SUPPORT SUCH INFERRANCES.

9 SCHULTZ INTENDED TO TAKE CORNWELLS PROPERTY FROM HIM AND THEN  
10 THROW HIM OUT ON THE STREET. SCHULTZ CLAIMS TO HAVE PAID MR.  
11 SOETJE \$50,000.00 FOR THE NOTE BUT DID NOT PROVIDE ANY PROOF OF SUCH  
12 A TRANSACTION BEING FINALIZED OR A COPY OF A CANCELLED CHECK.

13 THE CLAIM OF BEING *A BONA FIDE PURCHASER* AT AUCTION DOES'NT HOLD  
14 SINCE HE DIRECTED THE TRUSTEE TO SELL THE PROPERTY AND  
15 SUBSEQUENTLY PLACED THE WINNING BID. BEING THE BENEFICIARY HE  
16 ESSENTIALLY PAID HIMSELF ALL IN AN EFFORT TO REMOVE MR. CORNWELLS  
17 NAME FROM THE DEED.

18 VII.

19 CONCLUSION

20 DEFENDANT, THOMAS CORNWELL, HEREBY PROPOSES THAT THIS  
21 COURT HOLD PLAINTIFF NEIL SCHULTZ ACCOUNTABLE FOR HIS CRIMINAL  
22 ACTIONS AND VOID THE SALE OF THE REAL PROPERTY KNOWN AS 2355  
23 COLUMBIA WAY CARSON CITY, NV. CARSON CITY COUNTY.



**A RULING IN FAVOR OF DEFENDANT WOULD NOT HARM THE PLAINTIFF AS TO HIS RIGHTS IT ONLY ENSURES THE RIGHTS OF CORNWELL AS HOLDER IN DUE COURSE. THE EMOTIONAL AND ECONOMIC HARM THAT PLAINTIFF INFLICTED IS WHY DEFENDANT ALSO PRAYS FOR RELIEF IN THE MANNER PRESCRIBED BY STATUTE OR WHATEVER THIS COURT DEEMS TO BE AN APPROPRIATE AWARD OR JUDGMENT.**

DATED THIS 16 DAY OF Oct

\_\_\_\_\_, 2007

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

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the 16 day of Oct, 2020

I placed a true and correct copy of the foregoing PROPOSED ORDER AND CLOSING ARGUMENT 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 Oct, 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 OCT 20 PM 3:38

AUSKEY NOWELL  
CLERK

BY  DEPUTY

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

NEIL SCHULTZ,

Plaintiff,

v.

THOMAS CORNWELL,

Defendant.

-oOo-

CASE NO. 18 RP 00018 1B

DEPT. 2

ORDER FOR PROPOSED ORDERS

FJDCR 3.10 states: A party filing a motion will attach to the motion an original proposed order and a copy of the proposed order. A party filing an opposition to a motion will attach to the opposition an original proposed order and a copy of the proposed order. The parties have failed to provide a proposed order as required in the Order for Closing Arguments and Proposed Orders dated August 6, 2020.

**IT IS ORDERED:**

John S. Bartlett, Esq. and Thomas Cornwell file and serve a proposed order consistent with the Order for Closing Arguments and Proposed Orders filed on August 6, 2020 **by October 27, 2020.**

Parties email a copy of their proposed order in WordPerfect or Word format to the judicial assistant at [bshadron@carson.org](mailto:bshadron@carson.org).

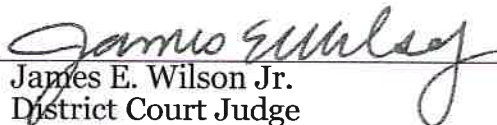
///

///

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1 Failure in the future to file a proposed order with a motion or opposition will  
2 result in the imposition of a sanction after notice and an opportunity to be heard.

3 October 20, 2020.

4   
James E. Wilson Jr.  
District Court Judge

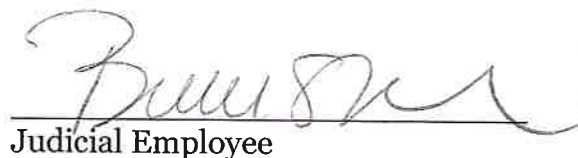
5  
6  
7  
8  
9  
10  
11 **CERTIFICATE OF SERVICE**

12 I certify that I am an employee of the First Judicial District Court of Nevada; that  
13 on the \_\_\_\_ day of July 2020, I served a copy of this document by placing a true copy in  
14 an envelope addressed to:

15 John S. Bartlett, Esquire  
16 755 N. Roop Street  
Suite 108  
17 Carson City, NV 89701  
[johnsbartlett@att.net](mailto:johnsbartlett@att.net)

Thomas Cornwell  
2355 Columbia Way  
Carson City, NV 89706  
[tlcnv@yahoo.com](mailto:tlcnv@yahoo.com)

18 the envelope sealed and then deposited in the Court's central mailing basket in the court  
19 clerk's office for delivery to the USPS at 1111 South Roop Street, Carson City, Nevada, for  
20 mailing.  
21

22   
23 Judicial Employee  
24  
25  
26  
27

REC'D & FILED

2020 NOV -5 AM 10:47

BY  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  
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7 NRS 361.244 describes the process by which a mobile home may be converted to real  
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10 As noted in the record, Mr. Childers owned the mobile home and the land on which it was  
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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  
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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  
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24 Dept of Business and Industry, since 2001 to date. Title to the mobile home has never been  
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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  
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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  
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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  
2 1. The promissory note dated May 2, 2003 executed by Karen Lynn Clarke payable to  
3 George Soetje was secured by a deed of trust on a parcel of land located at 2355 Columbia Way,  
4 Carson City, Nevada.

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

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

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

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

16 6. As the loan made by George Soetje to Karen Lynn Clarke was not a loan that  
17 concerned owner occupied housing, defendant Cornwell was not entitled to the additional  
18 notices and remedies available to homeowners set forth in NRS 107.085, NRS 107.086 or NRS  
19 107.0865.

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

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

## JUDGMENT

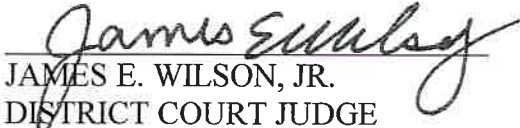
26  
27 Based on the foregoing Findings of Fact and Conclusions of Law, the Court hereby  
28 enters judgment in favor of plaintiff Neil E. Schultz and declares that he is the lawful owner of



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: November<sup>5</sup>, 2020

9  
10   
JAMES E. WILSON, JR.  
DISTRICT COURT JUDGE

11  
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  
26  
27  
28

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

REC'D & FILED

2020 NOV 10 PM 12:50

AUDREY ROWLATT  
CLERK

BY  DEPUTY

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

7 NEIL SCHULTZ

8 Plaintiff,

9 vs.

10 THOMAS CORNWELL,

11 Defendant

Case No.: 18 RP 00018 1B

DEPT; II

NOTICE OF APPEAL AND STAY OF  
ENTRY OF ORDER

12  
13  
14 COMES NOW, THOMAS CORNWELL DEFENDANT AND APPEALS TO  
15 THE FIRST JUDICIAL DISTRICT COURT CARSON CITY, CARSON CITY COUNTY,  
16 NEVADA FROM THE JUDGMENT/ORDER ENTERED ON  
17 THE 5<sup>TH</sup> DAY OF NOVEMBER 2020 IN THE ABOVE ENTITLED COURT.  
18  
19  
20  
21  
22  
23

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 \_\_\_\_\_  
8

9  
10  
11 **THOMAS CORNWELL**  
12 **2355 COLUMBIA WAY**  
13 **CARSON CITY, NV. 89706**  
14 tlcnv@yahoo.com  
15 (775)461-0377  
16 in proper person  
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1 John S. Bartlett, Esq.  
2 SBN 143  
3 755 N. Roop St.  
4 Suite 108  
5 Carson City, NV 89701  
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  
CLERK

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 6<sup>th</sup> 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 89706

  
\_\_\_\_\_  
John S. Bartlett, Esq.

# EXHIBIT 1



RECORDED  
2020 NOV -5 AM 10:47  
BY   
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  
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17 The remaining steps outlined in NRS 361.244(2) to complete the conversion were never  
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22 property. NRS 361.244(1)(4). Accordingly, the mobile home has remained on the tax rolls of  
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24 Dept of Business and Industry, since 2001 to date. Title to the mobile home has never been  
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26 The legal effect of the mobile home remaining personal property and the title remaining  
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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  
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5 Furthermore, Karen Lynn Clarke never held record title to the mobile home that sits on  
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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  
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27 the specific information on the amount in default, the principal amount of the obligation, etc.,  
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3       The fact that the foreclosure at issue was only of the land, not the mobile home, also  
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10 are inapplicable to Mr. Cornwell is, again, he is neither the obligor under the promissory note  
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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.

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23 Exercise the Power of Sale, which was recorded, and which contained the information required  
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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.

1 **CONCLUSIONS OF LAW**

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

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

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

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

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

16 6. As the loan made by George Soetje to Karen Lynn Clarke was not a loan that  
17 concerned owner occupied housing, defendant Cornwell was not entitled to the additional  
18 notices and remedies available to homeowners set forth in NRS 107.085, NRS 107.086 or NRS  
19 107.0865.

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

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

26 **JUDGMENT**

27 Based on the foregoing Findings of Fact and Conclusions of Law, the Court hereby  
28 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: November 5, 2020

9   
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  
26  
27  
28

REC'D & FILED

2020 NOV 12 AM 9:36

AUBREY ROWLATT  
CLERK

DEPUTY

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

NEIL SCHULTZ,,

Plaintiff,

vs.

THOMAS CORNWELL,

Defendant.

Case No.: 18 RP 00018 1B

Dept. No.: II

**NOTICE OF DEFICIENCY IN NOTICE  
OF APPEAL**

PLEASE TAKE NOTICE that a Notice of Appeal was filed NOVEMBER 10, 2020, in the above-entitled action despite the fact that there appears to be the following deficiency(ies) noted by the Clerk at the time of filing:

- ☐ \$24.00 District Court filing fee not paid.
- ☐ \$250.00 filing fee for the Clerk of the Supreme Court not paid.
- ☐ Document not signed.
- ☐ Document presented was not an original.
- ☐ Case Appeal Statement not filed.
- ☒ No proof of service upon opposing counsel/litigant.
- ☐ Other

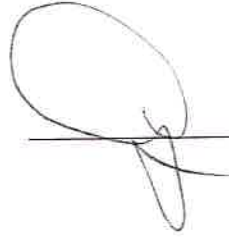
DATED this 12TH day of NOVEMBER, 2020.

AUBREY ROWLATT, CLERK

By \_\_\_\_\_, Deputy

CERTIFICATE OF SERVICE

I hereby certify that I am employed by the Office of the Carson City District Court Clerk, Carson City, Nevada, and that on the 12TH day of NOVEMBER, 2020, I served the foregoing NOTICE OF DEFICIENCY IN NOTICE OF APPEAL by e-filing with appeal documents to Elizabeth A. Brown, Clerk of the Supreme Court, 201 S. Carson Street, Ste. 250, Carson City, NV 89701-4702 and by depositing for mailing a true copy thereof to JOHN S. BARTLETT, ESQ., 755 N. ROOP STREET, STE. 108, CARSON CITY, NV 89701; and THOMAS CORNWELL, 2355 COLUMBIA WAY, CARSON CITY, NV 89706.

A handwritten signature in blue ink, consisting of a large, stylized 'Q' followed by a horizontal line and a small flourish.

REC'D & FILED

2020 NOV 12 PM 2:35

AUDREY ROWLATT  
CLERK  
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,

Case No.: 18 RP 00018 1B

Dept. No.: II

Petitioner(s),

vs.

**CASE APPEAL STATEMENT**

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

- JOHN S. BARTLETT, ESQ.  
755 N ROOP ST., STE. 108  
CARSON CITY, NV 89701

COUNSEL FOR RESPONDENT



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

6 - NOT APPLICABLE

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

9 - APPELLANT WAS IN PROPER PERSON IN DISTRICT COURT

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

11 - APPELLANT IS IN PROPER PERSON ON APPEAL

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

14 - LEAVE WAS GRANTED 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 - OTHER TITLE TO PROPERTY; FINDINGS OF FACT, CONCLUSIONS OF  
23 LAW AND JUDGMENT FILED 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 - NOT APPLICABLE

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

1 - NOT APPLICABLE

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

3 - NOT APPLICABLE.

4 Dated this 12<sup>th</sup> day of November, 2020.

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

8 By , Deputy  
9

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

REC'D & FILED ✓  
2020 NOV 16 PM 12:18  
AUDREY ROWLAND  
CLERK  
BY \_\_\_\_\_ DEPUTY

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

10 NEIL SCHULTZ

11 Plaintiff,

12 vs.

13 THOMAS CORNWELL,

14 Defendant

Case No.: 18 RP 00018 1B

DEPT; II

NOTICE OF APPEAL AND STAY OF  
ENTRY OF ORDER

15 COMES NOW, THOMAS CORNWELL DEFENDANT AND APPEALS TO  
16 THE FIRST JUDICIAL DISTRICT COURT CARSON CITY, CARSON CITY COUNTY,  
17 NEVADA FROM THE JUDGMENT/ORDER ENTERED ON  
18 THE 5<sup>TH</sup> DAY OF NOVEMBER 2020 IN THE ABOVE ENTITLED COURT.  
19  
20  
21  
22  
23

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

8  
9  
10  
11 **THOMAS CORNWELL**  
12 **2355 COLUMBIA WAY**  
13 **CARSON CITY, NV. 89706**  
14 tlcnv@yahoo.com  
15 (775)461-0377  
16 in proper person  
17  
18  
19  
20  
21  
22  
23  
24

**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

AUBREY 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

## IN THE SUPREME COURT OF THE STATE OF NEVADA

RECEIVED &amp; FILED

2020 DEC 2 AM 10:35

AUGREY ROBERTS  
CLERK

No. 82106

DEPUTY

THOMAS L. CORNWELL, A NEVADA  
RESIDENT,

Appellant,

vs.

NEIL E. SCHULTZ, A NEVADA  
RESIDENT, A/K/A THE NEIL E.  
SCHULTZ TRUST DATED JANUARY  
29, 2016,

Respondent.

**FILED**

NOV 30 2020

ELIZABETH A. BROWN  
CLERK OF SUPREME COURT  
BY S. Young  
DEPUTY CLERK*ORDER DIRECTING TRANSMISSION OF RECORD*

Having reviewed the documents on file in this pro se appeal, this court concludes that review of the complete record is warranted. NRAP 10(a)(1). Accordingly, within 30 days from the date of this order, the clerk of the district court shall transmit to the clerk of this court a certified copy of the trial court record in District Court Case No. 18 RP 00018 1B. See NRAP 11(a)(2) (providing that the complete "record shall contain each and every paper, pleading and other document filed, or submitted for filing, in the district court," as well as "any previously prepared transcripts of the proceedings in the district court"). The record shall not include any exhibits filed in the district court. NRAP 11(a)(1).

It is so ORDERED.

Pickering, C.J.

cc: Thomas L. Cornwell  
John Bartlett, Attorney at Law  
Carson City Clerk

STATE OF NEVADA,

CARSON CITY.

} ss.

I, AUBREY ROWLATT, Carson City Clerk of Carson City, State of Nevada, and ex-officio Clerk of the District Court, in and for Carson City, do hereby certify that the foregoing is a full, true and correct copy of the original documents designated in the action entitled and numbered 18 RP 00018 1B:

NEIL E. SCHULTZ ET.AL,

Plaintiff,

vs.

THOMAS LEHMAN CORNWELL,

Defendant.

which now remains on file and of record in my office in said Carson City.

In testimony whereof, I have hereunto set my hand and  
Affixed my official seal, at Carson City, in said State, this

28<sup>th</sup> day of December, 20 20

Aubrey Rowlatt, Clerk