

IN THE SUPREME COURT OF THE STATE OF NEVADA

THOMAS L. CORNWELL, A NEVADA RESIDENT, Appellant,

Electronically Filed
Jul 16 2021 02:10 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

v.

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

Supreme Court No. 82106

First Judicial District Court
Case No. 18 RP 00018 1B

APPELLANT'S APPENDIX

VOLUME 1 OF 3 (Part 1)

GARMAN TURNER GORDON LLP

ERIC R. OLSEN

NVBN 03127

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Pro Bono Counsel for Appellant THOMAS J. CORNWELL

THOMAS L. CORNWELL, A NEVADA RESIDENT, Appellant, v. NEIL E.
SCHULTZ, A NEVADA RESIDENT, A/K/A THE NEIL E. SCHULTZ TRUST
DATED JANUARY 29, 2016, Respondent.

Supreme Court No. 82106
First Judicial District Court
Case No. 18 RP 00018 1B

INDEX

PLEADING	DATE	PAGE NUMBER	VOL
AFFIRMATION PURSUANT TO NRS 2396.030	11/05/2018	AA12	1
AMENDED ORDER TO SET PRETRIAL CONFERENCE	01/24/2020	AA175A- AA176	2
AMENDED TRIAL DATE MEMO	06/06/2020	AA148	1
ANSWER TO COMPLAINT AND COUNTERCLAIM WITH REQUEST FOR RELIEF	03/04/2019	AA32-AA128	1
APPLICATION FOR ENTRY OF DEFAULT	02/25/2019	AA21	1
APPLICATION FOR ENTRY OF DEFAULT	03/05/2019	AA129- AA130	1
APPLICATION TO PROCEED INFORMA PAUPERIS	09/25/2019	AA171	1
APPLICATION TO WAIVE FILING FEES/SERVICE ONLY	02/19/2019	AA13-AA15	1
APPLICATION TO WAIVE FILING FEES/SERVICE ONLY	02/28/2019	AA24-AA27	1
CASE APPEAL STATEMENT	11/12/2020	AA275- AA277	2
CASE APPEAL STATEMENT	11/17/2020	AA281- AA283	2
CLOSING ARGUMENT (Defendants)	09/21/2020	AA216- AA226	2

CLOSING ARGUMENT/PROPOSED ORDER FINAL	10/16/2020	AA232-AA248	2
COMPLAINT TO QUIET TITLE TP REAL PROPERTY	11/05/2018	AA1-AA11	1
DEFAULT	03/05/2019	AA133	1
EARLY CASE CONFERENCE REPORT	07/03/2019	AA144-AA147	1
FINDINGS OF FACT, CONCLUSIONS OF LAW AND JUDGMENT	11/05/2020	AA251-AA259	1
HEARING ORDER	02/13/2020	AA178-AA179	2
MOTION FOR CONTINUANCE	07/28/2020	AA180-AA183	2
MOTION FOR SUMMARY JUDGMENT WITH DECLARATORY RELIEF	08/08/2019	AA149-AA152	1
MOTION TO REQUEST A RECONSIDERATION OF WAIVER OF FEES	02/25/2019	AA16-AA19	1
NOTICE OF APPEAL AND STAY OF ENTRY OF ORDER	11/10/2020	AA260-AA261	2
NOTICE OF APPEAL AND STAY OF ENTRY OF ORDER	11/16/2020	AA278-AA280	2
NOTICE OF DEFICIENCY IN NOTICE OF APPEAL	11/12/2020	AA274-AA275	2
NOTICE OF ENTRY OF FINDINGS OF FACT, CONCLUSIONS OF LAW AND JUDGMENT	11/10/2020	AA262-AA273	2
NOTICE OF INTENT TO TAKE DEFAULT	03/01/2019	AA30-AA31	1
NOTICE OF INTENT TO TAKE DEFAULT	02/25/2019	AA131-AA132	1
NOTICE TO SET	05/10/2019	AA142-AA143	1
OPPOSITION TO MOTION FOR TRIAL CONTINUANCE	07/31/2019	AA195-AA197	2
ORDER DIRECTING TRANSMISSION OF THE RECORD	12/02/2020	AA284	2

ORDER FOR PROPOSED ORDERS	10/20/2020	AA249-AA250	2
ORDER RE: MOTION TO REQUEST A RECONSIDERATION OF WAIVER OF FEES	02/26/2019	AA22-AA23	1
ORDER REGARDING WAIVER OF FEES AND COSTS	03/01/2019	AA28-AA29	1
ORDER (Answer Counterclaim and Reply do not need to be submitted to the Court)	05/02/2019	AA140-AA141	1
ORDER DENYING MOTION FOR LEAVE TO PROCEED IN FORMA PAUPERIS	09/30/2019	AA172-AA173	1
ORDER DENYING MOTION FOR SUMMARY JUDGMENT	09/11/2019	AA169-AA170	1
ORDER DENYING MOTION TO CONTINUE	08/03/2020	AA199-AA200	2
ORDER DENYING REQUEST FOR EX PARTE HEARING	08/04/2020	AA201-AA202	2
ORDER DENYING REQUEST TO SUBMIT	08/13/2019	AA154-AA155	1
ORDER FOR CLOSING ARGUMENTS	08/06/2020	AA203-AA205	2
ORDER FOR PROPOSED ORDER	08/28/2019	AA167-AA168	1
ORDER TO SET PRETRIAL CONFERENCE	12/18/2019	AA174-AA175	1
PLAINTIFF'S BRIEF IN REPLY TO DEFENDANT'S CLOSING ARGUMENT	10/02/2020	AA227-AA231	2
PLAINTIFF'S CLOSING ARGUMENT	09/02/2020	AA206-AA215	2
PLAINTIFF'S MOTION IN LIMINE	07/31/2020	AA192-AA194	2
PLAINTIFF'S TRIAL STATEMENT	07/31/2020	AA184-AA191	2
PROOF OF SERVICE OF SUMMONS AND COMPLAINT	02/25/2019	AA20	1
REPLY TO COUNTERCLAIM	03/22/2019	AA134-AA137	1
REQUEST FOR EX PARTE HEARING	07/31/2020	AA198	2

REQUEST FOR SUBMISSION	04/25/2019	AA138- AA139	1
REQUEST FOR SUBMISSION (Summary Judgment)	08/08/2019	AA153	1
REQUEST FOR SUBMISSION (Summary Judgment)	08/27/2019	AA165- AA166	1
RESPONSE TO DEFENDANT'S MOTION FOR SUMMARY JUDGMENT	08/26/2019	AA156- AA164	1
TRIAL DATE MEMO	01/27/2020	AA177	2
TRANSCRIPT	01/27/2020	AA285- AA301	3
TRANSCRIPT	08/06/2020	AA302- AA395	3

DATED this 15th day of July, 2021.

GARMAN TURNER GORDON LLP

/s/ Eric R. Olsen
ERIC R. OLSEN
Nevada Bar No. 3127
7251 Amigo St., Suite 210
Las Vegas Nevada 89119
Pro Bono Counsel for Appellant

CERTIFICATE OF SERVICE

I certify that on the 15th day of July, 2021, I served a copy of this completed **APPELLANT'S APPENDIX** upon all counsel of record:

- ☐ By personally serving it upon him/her; or
- ☒ By E-Service through Nevada Supreme Court; email and by first class mail with sufficient postage prepaid to the following address(es):
(NOTE: If all names and addresses cannot fit below, please list names below and attach a separate sheet with the addresses.)

John Bartlett, Esq.
755 N. Roop St.
Carson City, NV 89701
Attorneys for Respondent

/s/ CM Wrangham
An employee of
GARMAN TURNER GORDON LLP

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

7 Attorneys for Plaintiff

REC'D & FILED

2018 NOV -5 PM 2:48

SUSAN MERRIWETHER
CLERK

BY CTH DEPUTY

8
9 IN THE FIRST JUDICIAL DISTRICT COURT FOR THE STATE OF NEVADA
10
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, inclusive,

19 Defendants.

) Case No.

) Dept. No.

20 COMPLAINT TO QUIET TITLE TO REAL PROPERTY

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

- 23 1. Plaintiff Neil E. Schultz (herein, Schultz) is a resident of the State of Nevada.
- 24 2. Defendant Thomas L. Cornwell (herein, Cornwell) is a resident of the State of Nevada
25 who is currently occupying a mobile home located at 2355 Columbia Way, Carson City, Nevada,
26 89706.
- 27 3. Does 1 through 5 are individuals or entities who may claim a right to title or
28 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 5th 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

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

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.

-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

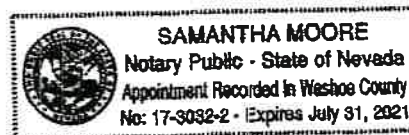


EXHIBIT 2

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 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 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 9th day of February, 2017.

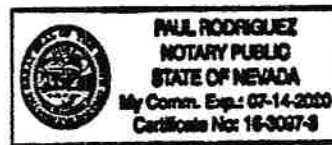
Date

Karen Lynn Clarke
Karen Lynn Clarke, Grantor

State of Nevada
County of Carsen City

This instrument was acknowledged before me on the 9th 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 9th day of February, 2017.

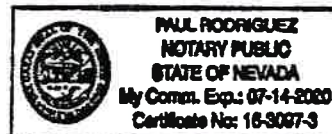
Date

Thomas Lehman Cornwell
Thomas Lehman Cornwell, Grantee

State of Nevada
County of Carsen City

This instrument was acknowledged before me on the 9th 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

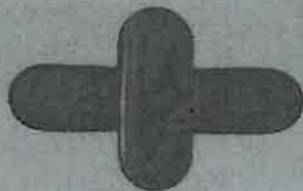
BY CTPLOS DEPUTY

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  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 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 20th day of February, 2019.

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.

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

3 This Motion is made for the following reasons:

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

13 I have made many attempts to
14 stop this process and neil schultz
15 has fraudulently filed documents
16 with the assessors office to obtain
17 the title for my property which
18 his complaint is to remove my
19 name from that title.
20
21
22
23
24
25

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 25th day of February, 2019

John S. Bartlett, Esq.

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 FEB 25 PM 1:47

AUDREY ROWLAND
CLERK

BY  DEPUTY

9
10 IN THE FIRST JUDICIAL DISTRICT COURT FOR THE STATE OF NEVADA
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Case No.: 18RP000181B

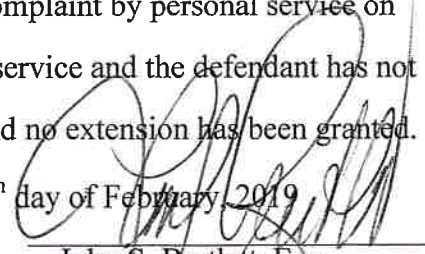
Dept. No. 2

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.

Dated this 25th day of February, 2019


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

REC'D & FILED

2019 FEB 26 2:11:48

AUBREY ROULATT
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,**

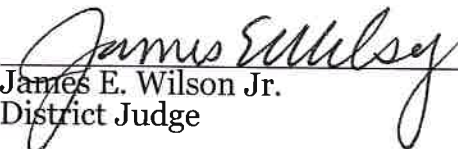
Defendants.

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
14
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28

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 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
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25

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 (NRCPP). The failure to comply may result
13 in a default being entered against you pursuant to NRCPP 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

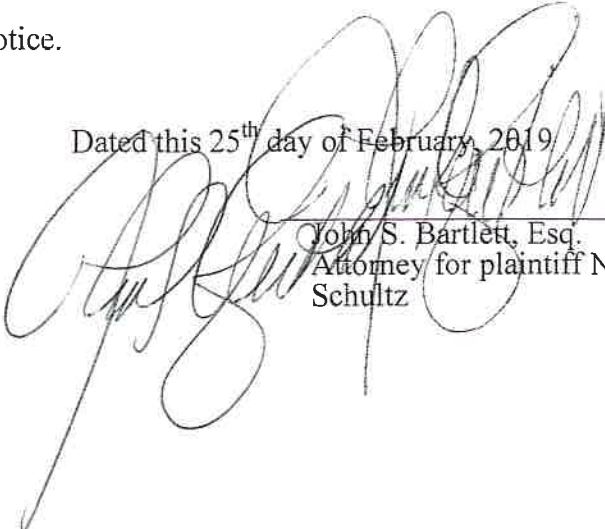
Dept. No. 2

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 25th 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 
24 (SIGNATURE)

25 THOMAS CORNWELL IN PROPER PERSON

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

TABLE OF CONTENTS

ANSWER TO COMPLAINT.....3

COUNTERCLAIM.....4

- MEMORANDUM4
- STATEMENT OF THE CASE.....5
- CONCLUSION.....10
- POINTS AND AUTHORITIES.....12
- INDEX OF EXHIBITS.....13
- CERTIFICATE OF MAILING.....14

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. IEffectie 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 IS 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

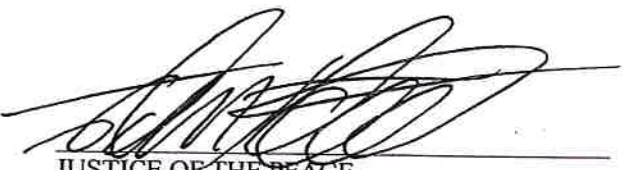
7 ☐ Landlord shall be assessed \$ _____ in costs and fees for failure to prevail in
8 this case.

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 JCRCP5(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 9TH 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 **IN AND FOR CARSON CITY, STATE OF NEVADA**
3

4 NEIL SCHULTZ

Plaintiff,

6 vs.

7 JOHN DOE OR TENANTS UNKNOWN

8 Defendant

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

ORDER SETTING HEARING
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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 1st day of February, 2019, at the hour of 10:30 a.m.

18 Eviction Hearing

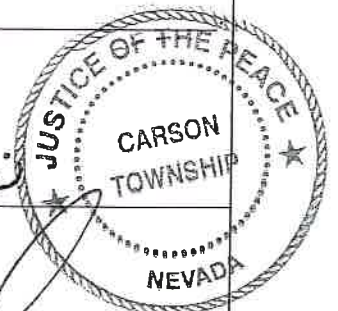
19
20 DATED this 28th day of January, 2019.

21 [Signature]
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 [Signature]
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 ^{owned} ~~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

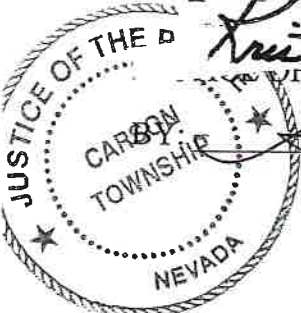
- ☒ 4. That your Affiant has ^{owned property} ~~complied with the terms of the rental contract~~, and is not in breach of said contract.

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

[Signature]
TENANT

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

[Signature]
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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Search Criteria

18 CV 01196 1C

Docket Entry Images Participant Display Option

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SCHULTZ, NEIL VS CORNWELL, TOM

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Begin Date End Date

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2 Delete Record

3 Long Display

4 Parties

5 Options

6 Reorder Dockets

7 No Events

8 Forms

9 No Ticklers

10 Print Docket

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 amOPERATOR: 1CJMONTOYA
RECEIPT LOCATION: PAYMENT CENTER -
CCJCJUDGE: 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 2ND DAY OF MAY, 2003

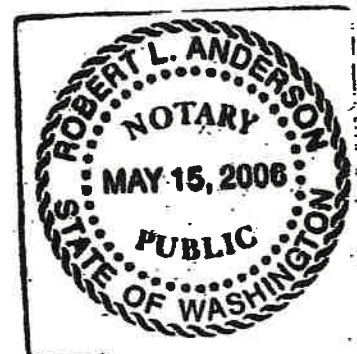
Mary Lynn L. Cavender
MARY LYNN L. CAVENDER

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

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
FEES _____ 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 (1ST) day of each and every MONTH beginning on the 5th 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 2nd 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

AA-060

60

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

AND WHEN RECORDED MAIL TO:

KAREN LYNN CLARKE

SPACE BELOW FOR RECORDER'S USE

FILED FOR RECORD
AT THE REQUEST OF

3 MAY -8 P3:30

FILE NO. 2975050

AA-061

61

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EXHIBIT 5

Apr 008-252-25
2001-5345863

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

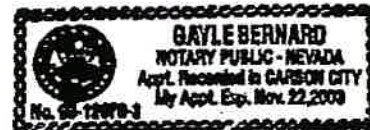
The undersigned, as owner(s)/buyer(s) of the above described manufactured home/mobile home and owner(s) of the land shown above, affirm that the running gear has been removed per NRS 361.244, the home has been installed in accordance with all state and local building codes and agree(s) to the conversion 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, 20 01, 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

Diana 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

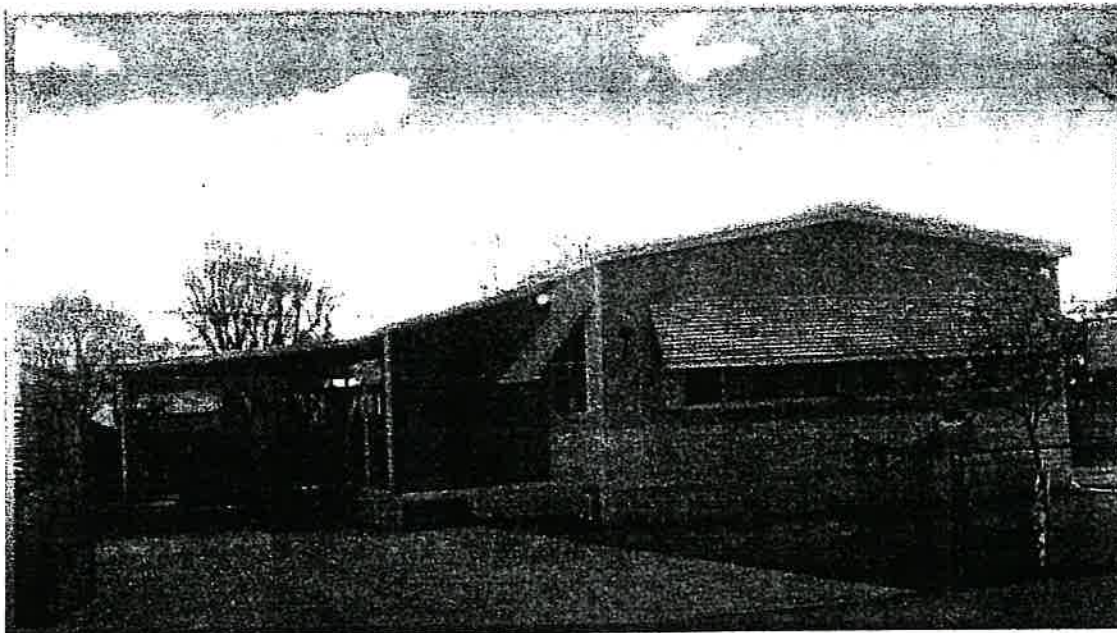
268362

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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. SELLING THIS A BEACH UNIT \$99,900.

- 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: GRANTOR

Signature: [Signature] Capacity: GRANTEE

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.

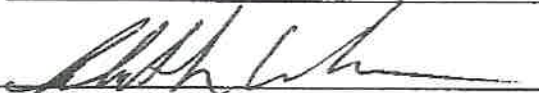
Witness his/hers/theirs hand(s) this 2ND DAY OF MAY, 2003

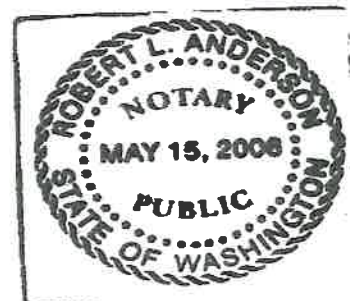

MARY LYNN L. CAVENDER

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
AA-068
ALANG OVER

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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 Carson City County, 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 9th day of February, 2017.

Date

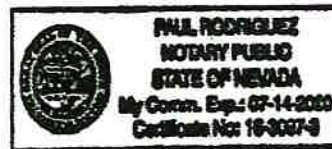
Karen Lynn Clarke
Karen Lynn Clarke, Grantor

State of Nevada
County of Carson City

This instrument was acknowledged before me on the 9th 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 9th day of February, 2017.

Date

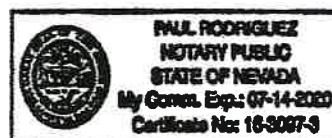
Thomas Lehman Cornwell
Thomas Lehman Cornwell, Grantee

State of Nevada
County of Carson City

This instrument was acknowledged before me on the 9th 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 17th, 2018.

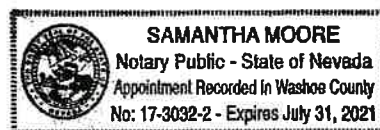
Neil E. Schultz
Neil E. Schultz, Trustee

Olivia A. Weise
Olivia A. Weise, Trustee

STATE OF Nevada)
COUNTY OF Washoe) SS.

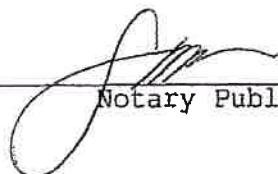
This instrument was acknowledged before me on April 17, 2018, by NEIL E. SCHULTZ, as Trustee of THE NEIL E. SCHULTZ TRUST dated January 29, 2016.

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.



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.

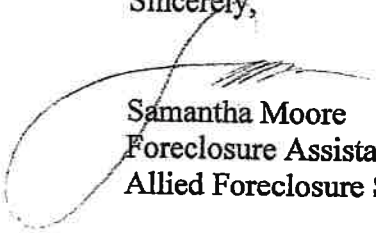
Thomas Lehman Cornwell:

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

1000 Caughlin Crossing, Suite 30, Reno, NV 89519
775.851.0881 office 775.851.0882 fax

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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

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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, if you have any further questions.

Sincerely,

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, 17th 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

-2-

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



-3-

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

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EXHIBIT 16

IN THE SUPREME COURT OF THE STATE OF NEVADA

THOMAS L. CORNWELL, A NEVADA RESIDENT, Appellant,

v.

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

Supreme Court No. 82106

First Judicial District Court
Case No. 18 RP 00018 1B

APPELLANT'S APPENDIX

VOLUME 1 OF 3 (Part 2)

GARMAN TURNER GORDON LLP

ERIC R. OLSEN

NVBN 03127

7251 Amigo Street, Suite 210

Las Vegas, Nevada 89119

eolasen@gtg.legal

Tel: (725) 777-3000

Fax: (725) 777-3112

Pro Bono Counsel for Appellant THOMAS J. CORNWELL

THOMAS L. CORNWELL, A NEVADA RESIDENT, Appellant, v. NEIL E.
SCHULTZ, A NEVADA RESIDENT, A/K/A THE NEIL E. SCHULTZ TRUST
DATED JANUARY 29, 2016, Respondent.

Supreme Court No. 82106
First Judicial District Court
Case No. 18 RP 00018 1B

INDEX

PLEADING	DATE	PAGE NUMBER	VOL
AFFIRMATION PURSUANT TO NRS 2396.030	11/05/2018	AA12	1
AMENDED ORDER TO SET PRETRIAL CONFERENCE	01/24/2020	AA175A- AA176	2
AMENDED TRIAL DATE MEMO	06/06/2020	AA148	1
ANSWER TO COMPLAINT AND COUNTERCLAIM WITH REQUEST FOR RELIEF	03/04/2019	AA32-AA128	1
APPLICATION FOR ENTRY OF DEFAULT	02/25/2019	AA21	1
APPLICATION FOR ENTRY OF DEFAULT	03/05/2019	AA129- AA130	1
APPLICATION TO PROCEED INFORMA PAUPERIS	09/25/2019	AA171	1
APPLICATION TO WAIVE FILING FEES/SERVICE ONLY	02/19/2019	AA13-AA15	1
APPLICATION TO WAIVE FILING FEES/SERVICE ONLY	02/28/2019	AA24-AA27	1
CASE APPEAL STATEMENT	11/12/2020	AA275- AA277	2
CASE APPEAL STATEMENT	11/17/2020	AA281- AA283	2
CLOSING ARGUMENT (Defendants)	09/21/2020	AA216- AA226	2

CLOSING ARGUMENT/PROPOSED ORDER FINAL	10/16/2020	AA232-AA248	2
COMPLAINT TO QUIET TITLE TP REAL PROPERTY	11/05/2018	AA1-AA11	1
DEFAULT	03/05/2019	AA133	1
EARLY CASE CONFERENCE REPORT	07/03/2019	AA144-AA147	1
FINDINGS OF FACT, CONCLUSIONS OF LAW AND JUDGMENT	11/05/2020	AA251-AA259	1
HEARING ORDER	02/13/2020	AA178-AA179	2
MOTION FOR CONTINUANCE	07/28/2020	AA180-AA183	2
MOTION FOR SUMMARY JUDGMENT WITH DECLARATORY RELIEF	08/08/2019	AA149-AA152	1
MOTION TO REQUEST A RECONSIDERATION OF WAIVER OF FEES	02/25/2019	AA16-AA19	1
NOTICE OF APPEAL AND STAY OF ENTRY OF ORDER	11/10/2020	AA260-AA261	2
NOTICE OF APPEAL AND STAY OF ENTRY OF ORDER	11/16/2020	AA278-AA280	2
NOTICE OF DEFICIENCY IN NOTICE OF APPEAL	11/12/2020	AA274-AA275	2
NOTICE OF ENTRY OF FINDINGS OF FACT, CONCLUSIONS OF LAW AND JUDGMENT	11/10/2020	AA262-AA273	2
NOTICE OF INTENT TO TAKE DEFAULT	03/01/2019	AA30-AA31	1
NOTICE OF INTENT TO TAKE DEFAULT	02/25/2019	AA131-AA132	1
NOTICE TO SET	05/10/2019	AA142-AA143	1
OPPOSITION TO MOTION FOR TRIAL CONTINUANCE	07/31/2019	AA195-AA197	2
ORDER DIRECTING TRANSMISSION OF THE RECORD	12/02/2020	AA284	2

ORDER FOR PROPOSED ORDERS	10/20/2020	AA249-AA250	2
ORDER RE: MOTION TO REQUEST A RECONSIDERATION OF WAIVER OF FEES	02/26/2019	AA22-AA23	1
ORDER REGARDING WAIVER OF FEES AND COSTS	03/01/2019	AA28-AA29	1
ORDER (Answer Counterclaim and Reply do not need to be submitted to the Court)	05/02/2019	AA140-AA141	1
ORDER DENYING MOTION FOR LEAVE TO PROCEED IN FORMA PAUPERIS	09/30/2019	AA172-AA173	1
ORDER DENYING MOTION FOR SUMMARY JUDGMENT	09/11/2019	AA169-AA170	1
ORDER DENYING MOTION TO CONTINUE	08/03/2020	AA199-AA200	2
ORDER DENYING REQUEST FOR EX PARTE HEARING	08/04/2020	AA201-AA202	2
ORDER DENYING REQUEST TO SUBMIT	08/13/2019	AA154-AA155	1
ORDER FOR CLOSING ARGUMENTS	08/06/2020	AA203-AA205	2
ORDER FOR PROPOSED ORDER	08/28/2019	AA167-AA168	1
ORDER TO SET PRETRIAL CONFERENCE	12/18/2019	AA174-AA175	1
PLAINTIFF'S BRIEF IN REPLY TO DEFENDANT'S CLOSING ARGUMENT	10/02/2020	AA227-AA231	2
PLAINTIFF'S CLOSING ARGUMENT	09/02/2020	AA206-AA215	2
PLAINTIFF'S MOTION IN LIMINE	07/31/2020	AA192-AA194	2
PLAINTIFF'S TRIAL STATEMENT	07/31/2020	AA184-AA191	2
PROOF OF SERVICE OF SUMMONS AND COMPLAINT	02/25/2019	AA20	1
REPLY TO COUNTERCLAIM	03/22/2019	AA134-AA137	1
REQUEST FOR EX PARTE HEARING	07/31/2020	AA198	2

REQUEST FOR SUBMISSION	04/25/2019	AA138- AA139	1
REQUEST FOR SUBMISSION (Summary Judgment)	08/08/2019	AA153	1
REQUEST FOR SUBMISSION (Summary Judgment)	08/27/2019	AA165- AA166	1
RESPONSE TO DEFENDANT'S MOTION FOR SUMMARY JUDGMENT	08/26/2019	AA156- AA164	1
TRIAL DATE MEMO	01/27/2020	AA177	2
TRANSCRIPT	01/27/2020	AA285- AA301	3
TRANSCRIPT	08/06/2020	AA302- AA395	3

DATED this 15th day of July, 2021.

GARMAN TURNER GORDON LLP

/s/ Eric R. Olsen
ERIC R. OLSEN
Nevada Bar No. 3127
7251 Amigo St., Suite 210
Las Vegas Nevada 89119
Pro Bono Counsel for Appellant

CERTIFICATE OF SERVICE

I certify that on the 15th day of July, 2021, I served a copy of this completed **APPELLANT'S APPENDIX** upon all counsel of record:

- ☐ By personally serving it upon him/her; or
- ☒ By E-Service through Nevada Supreme Court; email and by first class mail with sufficient postage prepaid to the following address(es):
(NOTE: If all names and addresses cannot fit below, please list names below and attach a separate sheet with the addresses.)

John Bartlett, Esq.
755 N. Roop St.
Carson City, NV 89701
Attorneys for Respondent

/s/ CM Wrangham
An employee of
GARMAN TURNER GORDON LLP

Inbox

Unread

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Drafts

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Archive

Spam

Trash

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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.

-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.

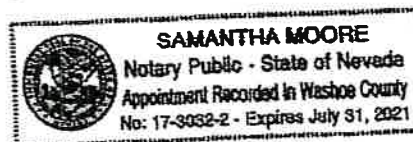
AUTOMATIC FUNDS TRANSFER
SERVICES, dba ALLIED TRUSTEE
SERVICES

By: Geneva Martinus
GENEVA MARTINUS
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 21st 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 AA-104

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 5th 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	RIO 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 11:15
REQUEST OF
T. L. Cornwell
28 FEB 14 AM 11:25
FILE NO. 472414
SUSAN MERRIWETHER
CARSON CITY RECORDER
FEES 10.00 *SEP*

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 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 17th day of April, 2018.

Affiant Name: NEIL E. SCHULTZ, Trustee

Signed By: Neil E. Schultz

Print Name: NEIL E. SCHULTZ, Trustee

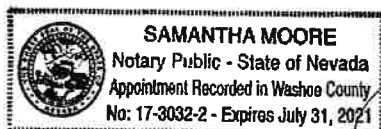
Affiant Name: OLIVIA S. WEISE, Trustee

Signed By: Olivia Weise

Print Name: OLIVIA S. WEISE, Trustee

STATE OF Nevada)
COUNTY OF Washoe) ss:

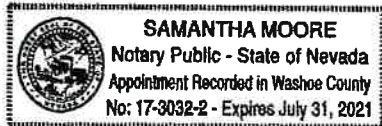
On this 17th day of April, 2018,
personally appeared before me, a Notary Public, in
and for said County and State, NEIL E. SCHULTZ, as
Trustee of THE NEIL E. SCHULTZ TRUST dated January
29, 2016, known to me to be the person described in
and who executed the foregoing instrument in the
capacity set forth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

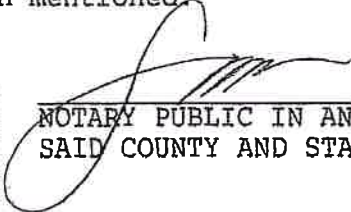


Samantha Moore
NOTARY PUBLIC IN AND FOR
SAID COUNTY AND STATE

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.

(a) 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:

(a) 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:

(1) Contact information which the grantor or the person who holds the title of record may use to reach a person with authority to negotiate a loan modification on behalf of the beneficiary of the deed of trust;

(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;

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

(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

(5) A form upon which the grantor or the person who holds the title of record may indicate an election to waive mediation pursuant to this section and one envelope addressed to the trustee and one envelope addressed to Home Means Nevada, Inc., or its successor organization, which the grantor or the person who holds the title of record may use to comply with the provisions of subsection 3;

(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;

(c) Serves a copy of the notice upon Home Means Nevada, Inc., or its successor organization;

(d) If the owner-occupied housing is located within a common-interest community, notifies the unit-owners' 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

(c) Causes to be recorded in the office of the recorder of the county in which the trust property, or some part thereof, is situated:

(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

(2) The certificate provided to the trustee by Home Means Nevada, Inc., or its successor organization, pursuant to subsection 8 which provides that mediation has been completed in the matter.

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 107.080, petition the district court to participate in mediation pursuant to this section, at the time of filing such a petition, pay to the clerk of the court a fee of \$25 and his or her share of the fee established pursuant to subsection 12. The grantor or the person who holds the title of record shall serve a copy of the petition, by certified mail, return receipt requested or, if authorized by the parties, by electronic transmission, upon the beneficiary of the deed of trust and Home Means Nevada, Inc., or its successor organization. Upon receipt of the copy of the petition, Home Means Nevada, Inc., or its successor organization, shall notify the trustee and every other 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 petition of the grantor or person who holds the title of record to participate in mediation pursuant to this section. Upon receipt of a petition pursuant to this section, the district court shall assign the matter to a senior justice, judge, hearing master or other designee and schedule the matter for mediation. If the grantor or person who holds the title of record satisfies the requirements of this subsection to participate in mediation pursuant to this section, no further action may be taken to exercise the power of sale until the completion of the mediation.

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.

5. 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. The beneficiary of the deed of trust or a representative shall attend the mediation. The grantor or his or her representative, or the person who holds the title of record or his or her representative, shall attend the mediation. The beneficiary of the deed of trust shall bring to the mediation the original or a certified copy of the deed of trust, the mortgage note, each assignment of the deed of trust or mortgage note and any documents created in connection with a loan modification. If the beneficiary of the deed of trust is represented at the mediation by another person, that person must have authority to negotiate a loan modification on behalf of the beneficiary of the deed of trust or have access at all times during the mediation to a person with such authority.

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

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

the deed of trust shall mail, by first-class mail, a notice addressed to the borrower at the borrower's primary address as indicated in the records of the mortgage servicer, mortgagee or beneficiary of the deed of trust, which contains:

(a) A statement that if the borrower is a servicemember or a dependent of a servicemember, he or she may be entitled to certain protections under the federal Servicemembers Civil Relief Act, 50 U.S.C. §§ 3901 et seq., and NRS 40.439 regarding the servicemember's interest rate and the risk of foreclosure, and counseling for covered servicemembers that is available from Military OneSource and the United States Armed Forces Legal Assistance or any other similar agency.

(b) A summary of the borrower's account which sets forth:

(1) The total amount of payment necessary to cure the default and reinstate the residential mortgage loan or to bring the residential mortgage loan into current status;

(2) The amount of the principal obligation under the residential mortgage loan;

(3) The date through which the borrower's obligation under the residential mortgage loan is paid;

(4) The date of the last payment by the borrower;

(5) The current interest rate in effect for the residential mortgage loan, if the rate is effective for at least 30 calendar days;

(6) The date on which the interest rate for the residential mortgage loan may next reset or adjust, unless the rate changes more frequently than once every 30 calendar days;

(7) The amount of the prepayment fee charged under the residential mortgage loan, if any;

(8) A description of any late payment fee charged under the residential mortgage loan;

(9) A telephone number or electronic mail address that the borrower may use to obtain information concerning the residential mortgage loan; and

(10) The names, addresses, telephone numbers and Internet website addresses of one or more counseling agencies or programs approved by the United States Department of Housing and Urban Development.

(c) A statement of the facts establishing the right of the mortgage servicer, mortgagee or beneficiary of the deed of trust to cause the trustee to exercise the trustee's power of sale pursuant to NRS 107.080 or to commence a civil action for the recovery of any debt, or for the enforcement of any right, under a residential mortgage loan that is not barred by NRS 40.430.

(d) A statement of the foreclosure prevention alternatives offered by, or through, the mortgage servicer, mortgagee or beneficiary of the deed of trust.

(e) A statement that the borrower may request:

(1) A copy of the borrower's promissory note or other evidence of indebtedness;

(2) A copy of the borrower's mortgage or deed of trust;

(3) A copy of any assignment, if applicable, of the borrower's mortgage or deed of trust required to demonstrate the right of the mortgage servicer, mortgagee or beneficiary of the deed of trust to cause the trustee to exercise the trustee's power of sale pursuant to NRS 107.080 or to commence a civil action for the recovery of any debt, or for the enforcement of any right, under a residential mortgage loan that is not barred by NRS 40.430; and

(4) A copy of the borrower's payment history since the borrower was last less than 60 calendar days past due.

2. Unless a borrower has exhausted the process described in NRS 107.520 and 107.530 for applying for a foreclosure prevention alternative offered by, or through, the mortgage servicer, mortgagee or beneficiary of the deed of trust, not later than 5 business days after a notice of default and election to sell is recorded pursuant to subsection 2 of NRS 107.080 or a civil action for the recovery of any debt, or for the enforcement of any right, under a residential mortgage loan that is not barred by NRS 40.430 is commenced, the mortgage servicer, mortgagee or beneficiary of the deed of trust that offers one or more foreclosure prevention alternatives must send to the borrower a written statement:

(a) That the borrower may be evaluated for a foreclosure prevention alternative or, if applicable, foreclosure prevention alternatives;

(b) Whether a complete application is required to be submitted by the borrower if the borrower wants to be considered for a foreclosure prevention alternative; and

(c) Of the means and process by which a borrower may obtain an application for a foreclosure prevention alternative.

(Added to NRS by 2013, 2186; A 2017, 1117)

NRS 107.510 Recording of notice of default and election to sell or commencing civil action for foreclosure sale prohibited in certain circumstances; mortgage servicer required to contact borrower; exceptions.

1. A mortgage servicer, mortgagee, trustee, beneficiary of a deed of trust or an authorized agent of such a person may not record a notice of default and election to sell pursuant to subsection 2 of NRS 107.080 or 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 until:

(a) The mortgage servicer, mortgagee or beneficiary of the deed of trust has satisfied the requirements of subsection 1 of NRS 107.500;

(b) Thirty calendar days after initial contact is made with the borrower as required by subsection 2 or 30 calendar days after satisfying the requirements of subsection 5; and

(c) The mortgage servicer, mortgagee or beneficiary of the deed of trust complies with NRS 107.520 and 107.530, if the borrower submits an application for a foreclosure prevention alternative offered by, or through, the mortgage servicer, mortgagee or beneficiary.

2. The mortgage servicer shall contact the borrower in person or by telephone to assess the borrower's financial situation and to explore options for the borrower to avoid a foreclosure sale. During the initial contact, the mortgage servicer shall advise the borrower that he or she has the right to request a subsequent meeting and, if requested, the mortgage servicer must schedule the meeting to occur within 14 calendar days after the request. The assessment of the borrower's financial situation and discussion of the options to avoid a foreclosure sale may occur during the initial contact or at the subsequent meeting scheduled for that purpose. In either case, the borrower must be provided 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. Any meeting pursuant to this subsection may occur by telephone.

3. The loss mitigation personnel of a mortgage servicer may participate by telephone during any contact with a borrower required by this section.

4. A borrower may designate, with consent given in writing, a housing counseling agency certified by the United States Department of Housing and Urban Development, an attorney or any other adviser to discuss with the mortgage servicer, on the borrower's behalf, the borrower's financial situation and options for the borrower to avoid a foreclosure sale. Contact with a person or agency designated by a borrower pursuant to this subsection satisfies the requirements of subsection 2. A foreclosure prevention

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.

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(b) Any mortgage servicer, mortgagee or beneficiary of the deed of trust or an authorized agent of such a person who complies 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, 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.

6. A court may award a prevailing borrower costs and reasonable attorney's fees in an action brought pursuant to this section.

7. The rights, remedies and procedures provided by this section are in addition to and independent of any other rights, remedies or procedures provided by law.

(Added to NRS by 2013, 2194)

Re: (H) A loan is made to a borrower by a lender. The lender is a mortgage servicer, mortgagee or beneficiary of the deed of trust or an authorized agent of such a person who complies 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, 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.

RE

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
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 Attorney for Neil E. Schultz, Plaintiff

RECEIVED & FILED
2019 MAR -5 PM 1:13
BY [Signature] 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,

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 5th day of March, 2019

5
6 John S. Bartlett, Esq.
7 Attorney for Neil E. Schultz,
8 plaintiff
9
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27
28

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
28

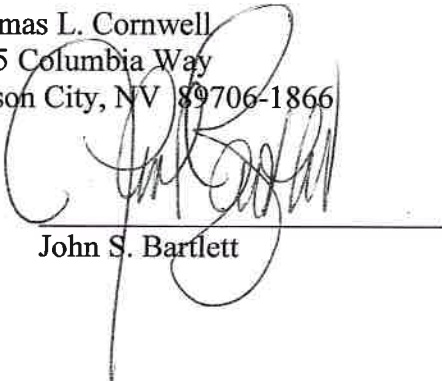
Dated this 25th day of February, 2019

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

4 Attorneys for Neil E. Schultz, plaintiff
5
6

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

AUBREY BOYD
CLERK
BY  DEPUTY

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

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

12 Plaintiff,

13 vs.

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

15 Defendants.
16

Case No.: 18RP000181B

Dept. No. 2

17 DEFAULT

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

21 
SUSAN MERRIWETHER, Clerk

22
23 By , Deputy
24
25
26
27
28

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

21
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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.

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

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

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

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

6. In reply to the allegations in paragraph 6 of the Counterclaim, plaintiff denies these allegations.

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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 22nd/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

**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.: 18RP00618-1B

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.

Thomas 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 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

ADDRESS ONLY

BY

[Signature]

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.

[Signature]
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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20
21
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27
28

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

21 EARLY CASE CONFERENCE REPORT

22 Plaintiff Neil E. Schultz, by and through his attorney John S. Bartlett, hereby submits the
23 Early Case Conference Report. The Early Case Conference, pursuant to NRCP 16.1(b) was held
24 on May 21, 2019 at the offices of John S. Bartlett. Defendant Thomas Cornwell attended this
25 meeting in person; John S. Bartlett represented plaintiff Neil E. Schultz at the meeting. At that
26 meeting the parties discussed the following:

27 1. Nature of the Action. This is an action to quiet title to the real property and mobile
28 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.

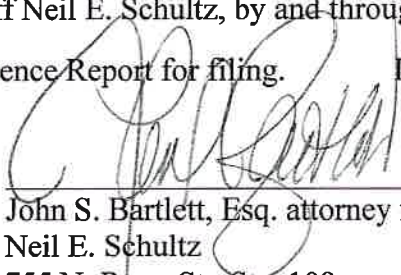
1 9. Expert Witness Disclosure Deadline. August 15, 2019.

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.

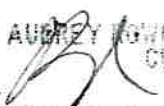
11 
12 _____
13 John S. Bartlett, Esq. attorney for plaintiff
14 Neil E. Schultz
15 755 N. Roop St., Ste. 108
16 Carson City, NV 89701
17 (775) 841-6444
18
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CERTIFICATE OF SERVICE

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 Ticnv.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 Rowlett, 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

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REPLY TO COUNTERCLAIM PARAGRAPH 4

SEE PARAGRAPH 3 OF REPLY TO COUNTERCLAIM IN REFERENCE TO EXHIBIT 10

REPLY TO COUNTERCLAIM PARAGRAPH 4

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.

AA-150 150

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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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) ▶ [Signature]

Printed Name: 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

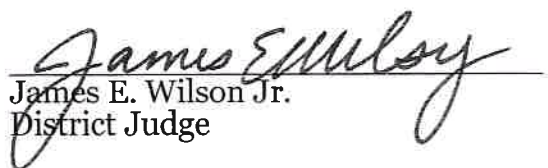
ORDER DENYING REQUEST TO
SUBMIT

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.

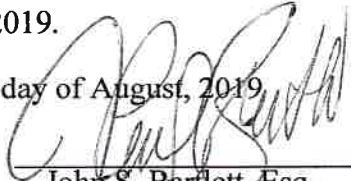
25 On the issue of the propriety of the foreclosure sale, plaintiff plans both written discovery
26 directed to, and may take the depositions of, individuals with knowledge the process leading to
27 the foreclosure sale by which plaintiff obtained his claim on the title to the property. This
28

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 26th 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.

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6 Cornwell alleged fraud in the recording of the Trustee's Deed. ¶6. Mr. Cornwell sought, *inter*
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8 Plaintiff filed his Reply to the Counterclaim on March 22, 2019. In his Reply the
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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
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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
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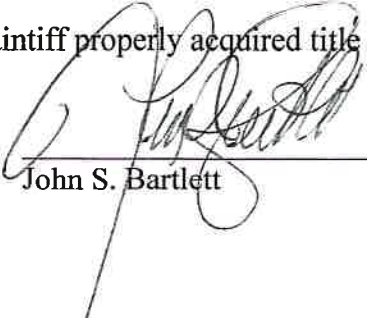
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26 Clarke made payments on the promissory note to Mr. Soetje after February 2010; (2) obtaining
27 testimony from George Soetje regarding whether he ever received any payments from defendant
28 Cornwell towards the promissory note; (3) obtaining documents and deposition testimony from

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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
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7 he alleged or denied in his Answer and Counterclaim. Discovery on these matters is necessary in
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10 were legally defective. Discovery is also needed to address certain other claims and defenses
11 alleged by the defendant, and to provide an additional factual basis for the plaintiff's claim that
12 he is entitled to have title to the property quieted in his name, and to have defendant removed
13 from the property.

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15 to provide a Declaration regarding the defendant's failure to make any payments to him at any
16 time. A Declaration is being prepared for his review and signature. I am preparing a Request
17 For Production of Documents directed to defendant Cornwell to see if he has any proof of his
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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.

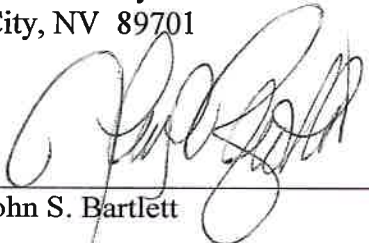
27 DATED: August 26, 2019

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 RP00018 IB

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 AUMATT
CLERK

BY SA 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 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.

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.

August 28th, 2019.

for James E. Wilson Jr.
District Judge

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CERTIFICATE OF SERVICE

I certify that I am an employee of the First Judicial District Court of Nevada; that
on ^{August} ~~September~~ 28, 2019, I faxed and 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
TLCNV@yahoo.com

John Bartlett, Esq.
755 N. Roop St., #108
Carson City, NV 89701
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 United States Post Office at 1111 South Roop Street,
Carson City, Nevada for mailing.



Susan Greenburg
Judicial Assistant

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

Attorneys for Neil E. Schultz,
Plaintiff

REC'D & FILED

2019 SEP 11 PM 1:25

AUBREY KOWALAT
CLERK

BY 

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 1B

Dept. No. 2

ORDER DENYING MOTION FOR
SUMMARY JUDGMENT

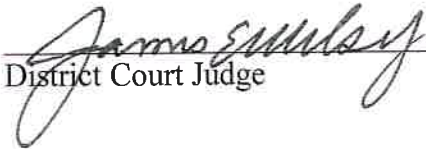
On August 8, 2019, defendant Thomas Cornwell, acting pro se, filed a motion for summary judgment seeking declaratory relief and damages. On August 26, 2019, plaintiff Neil Schultz, through his counsel, filed his Response to Defendant's Motion For Summary Judgment. In his response Schultz asserted that, pursuant to NRCPP 56(d), the defendant's motion for summary judgment should be denied because the plaintiff needs to conduct discovery to obtain the facts to controvert the arguments raised by the defendant in his motion for summary judgment. Defendant's response is supported by the Declaration of John S. Bartlett, attorney of 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,

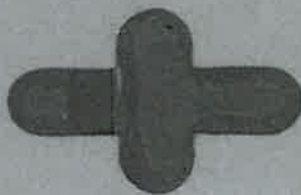
9 IT IS HEREBY ORDERED, that defendant's motion for summary judgment is denied,
10 without prejudice to his right to file a dispositive motion later in this case once sufficient
11 discovery is completed.

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**

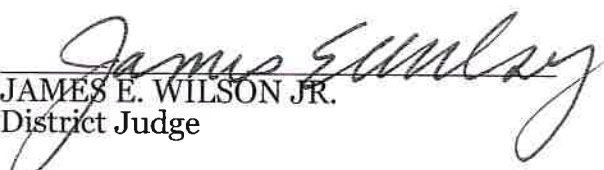
Respondent.

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

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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

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NEIL SCHULTZ,

Petitioner,

vs.

THOMAS CORNWELL,

Respondent.

CASE NO. 18 RP 00018 1B

DEPT. 2

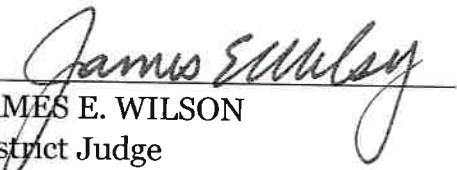
ORDER TO SET PRETRIAL CONFERENCE

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