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Electronically Filed  
Sep 05 2021 11:05 a.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

9 IN THE SUPREME COURT FOR THE STATE OF NEVADA

10 THOMAS L. CORNWELL, a Nevada  
11 resident,

12 Appellant,

13 vs.

14 NEIL E. SCHULTZ, a Nevada resident, aka  
15 The Neil E. Schultz Trust Dated January 29,  
16 2016,

17 Respondent.

) Supreme Court Case No.: 82106

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

18 RESPONDENT'S APPENDIX

19 Dated this 30<sup>th</sup> day of August, 2021

20 /s/ John S. Bartlett

21 John S. Bartlett, Esq.

22 SBN 143

23 755 N. Roop St.

24 Suite 108

25 Carson City, NV 89701

26 (775) 841-6444

27 johnsbartlett@att.net

28 Attorney for Neil E. Schultz,

Respondent

## INDEX OF TRIAL EXHIBITS

<u>Document Description</u>	<u>Appendix Page Nos.</u>
District Court's Index of Trial Exhibits	RA i-ii
Plaintiff's Exhibit 1A	RA 1-2
Plaintiff's Exhibit 2A	RA 3
Plaintiff's Exhibit 3	RA 4-5
Plaintiff's Exhibit 4	RA 6
Plaintiff's Exhibit 5	RA 7-8
Plaintiff's Exhibit 6	RA 9-10
Plaintiff's Exhibit 7	RA 11
Plaintiff's Exhibit 8	RA 12
Plaintiff's Exhibit 9	RA 13
Plaintiff's Exhibit 10	RA 14-20
Plaintiff's Exhibit 11	RA 21-23
Plaintiff's Exhibit 12	RA 24
Plaintiff's Exhibit 13	RA 25-27
Plaintiff's Exhibit 14	RA 28
Plaintiff's Exhibit 15	RA 29-37
Plaintiff's Exhibit 16	RA 38-48
Plaintiff's Exhibit 17	RA 49-50
Plaintiff's Exhibit 18	RA 51-52
Plaintiff's Exhibit 19	RA 53
Plaintiff's Exhibit 20A	RA 54-56
Plaintiff's Exhibit 21A	RA 57-61
Plaintiff's Exhibit 22	RA 62-67
Plaintiff's Exhibit 23	RA 68-72
Plaintiff's Exhibit 24	RA 73-76
Plaintiff's Exhibit 25	RA 77-78

# **FIRST JUDICIAL DISTRICT COURT**

CASE NUMBER: 18 RP 00018 1B

JUDGE: JAMES E. WILSON, JR.

DEPT. NO. II

PLAINTIFF/PETITIONER: NEIL E. SCHULTZ

DEFENDANT/RESPONDENT: THOMAS LEHMAN CORNWELL

DATE: 8/3/20

HEARING: BENCH TRIAL

Pty	Number	Description of Exhibit	Marked	Offered	Admitted
Pltf.	1	GRANT BARGIN AND SALE DEED 10/23/01	8/3		
Pltf.	2	AFFDVT CONVERSION/MANUFACTURED HOME 10/24/01	8/3		
Pltf.	3	GRANT BARGIN SALE DEED 5/6/03	8/3	8/6	8/6
Pltf.	4	NOTE SECURED BY DEED OF TRUST 5/6/03	8/3	8/6	8/6
Pltf.	5	DEED TRUST W/ASSIGNMENT OF RENTS 5/2/03	8/3	8/6	8/6
Pltf.	6	LOAN ESCROW INSTRUCTIONS 5/2/03	8/3		
Pltf.	7	HANDED WRITTEN NOTE 6/13/06	8/3	8/6	8/6
Pltf.	8	NOTE MODIFICATION 12/22/09	8/3	8/6	8/6
Pltf.	9	NOTE MODIFICATION 5/2/03	8/3		
Pltf.	10	LOAN AMORIZATION SCHEDULE 5/21/10	8/3	8/6	8/6
Pltf.	11	QUITCLAIM DEED 2/14/17	8/3	8/6	8/6
Pltf.	12	HAND WRITTEN NOTE 3/16/18	8/3	8/6	8/6
Pltf.	13	AFFIRMATION 4/23/18	8/3		
Pltf.	14	ALLIED FORCLOSURE SERVICES LETTER 4/23/18	8/3	8/6	8/6
Pltf.	15	AFFIRMATION 4/23/18	8/3	8/6	8/6
Pltf.	16	TRUSTEE'S SALE GUARANTEE	8/3		
Pltf.	17	SENT CERTIFIED MAIL TO SAMANTHA MOORE	8/3	8/6	8/6
Pltf.	18	ALLIED FORCLOSURE SERVICES LETTER 8/9/18	8/3	8/6	8/6
Pltf.	19	MANUFACTURED HOME TITLE INFO 6/4/97	8/3	8/6	8/6
Pltf.	20	AFFIRMATION 8/1/18	8/3		
Pltf.	21	DECLARATION OF VALUE 9/26/18	8/3		
Pltf.	22	PLIFFS 1 <sup>ST</sup> REQUEST FOR PRODUCTION OF DOCS	8/3		
Pltf.	23	DISCOVERY REQUESTS 10/30/19	8/3	8/6	8/6

- EXHIBIT RECORD PAGE 1 -

CASE TITLE : SCHULTZ VS CORNWELL

CASE NUMBER: 18 RP 00018 1B

[illegible]

# EXHIBIT 1

A.P. NO. 008-252-25  
Escrow No. 2001-53458-GB  
R.F.T.T. \$117.00

WHEN RECORDED MAIL TO:  
MaryLynn L. Cavender  
2355 Columbia Way  
Carson City, NV. 89701

MAIL TAX STATEMENT TO:  
Same as above

**GRANT, BARGAIN and SALE DEED**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Clarence J. Childers, successor Trustee of THE CHILDERS FAMILY TRUST dated January 14, 1997

do(es) hereby GRANT, BARGAIN and SELL to

MaryLynn L. Cavender, an unmarried woman

the real property situate in the County of Carson City, State of Nevada, described as follows:

Lot 25, 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.

TOGETHER with all tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof.

Dated: 10-22-01

*Clarence J. Childers, Successor Trustee*  
Clarence J. Childers, Successor Trustee

STATE OF NEVADA  
COUNTY OF Carson City

This instrument was acknowledged before me on 10-22-01, by Clarence J. Childers.

*Richard Boesen*  
Notary Public



FILED FOR RECORD  
AT THE REQUEST OF  
FIRST AMERICAN TITLE CO.  
01 OCT 23 P2 59

FILE NO. 268297  
ALAN GLOVER  
CARSON CITY RECORDER  
FEES 110 DEP. A

1000000

268297

**State of Nevada  
Declaration of Value**

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

- a) 008-252-25  
b) \_\_\_\_\_  
c) \_\_\_\_\_  
d) \_\_\_\_\_

<b>FOR RECORDERS OPTIONAL USE ONLY</b>	
Document/Instrument #:	<u>268297</u>
Book:	Page: _____
Date of Recording:	<u>23 OCT 01</u>
Notes:	_____

**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 \_\_\_\_\_

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

\$ 89,900.00

Deed in Lieu of Foreclosure Only (value of property):

\$

Transfer Tax Value:

\$ 89,900.00

Real Property Transfer Tax Due:

\$ 117.00

**4. If Exemption Claimed:**

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

*[Handwritten initials and "99-18-"]*

**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	<u>Clarence Childers</u>	Capacity	<u>Seller</u>
Signature	<u>MaryLynn L. Cayender</u>	Capacity	<u>Buyer</u>

**SELLER (GRANTOR) INFORMATION  
REQUIRED**

Print Name: Clarence Childers  
Address: 89 W. Chicago  
City: Pontiac  
State: MI Zip: 48340

**BUYER (GRANTEE) INFORMATION  
REQUIRED**

Print Name: MaryLynn L. Cayender  
Address: 2355 Columbia  
City: P.C.  
State: 89701 Zip: \_\_\_\_\_

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

Print Name: First American Title Company of Nevada/Gayle Bernard Escrow # 2001-53458-GB  
Address: 1213 S. Carson Street  
City: Carson City State: NV Zip: 89701-1684

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)

000002

# EXHIBIT 2



# 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 CV MHE #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**

**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 Childers - Trustee <sup>James</sup> 10-4-01  
 Owner/Buyer (Date) Owner/Buyer (Date)

Clarence James Childers, Trustee

Print or Type Name

**Print or Type Name**

On October 4, 2001, before me the undersigned, a Notary Public,  
in and for the State of Nevada, County of Carson City personally  
appeared Clarence James Childers and \_\_\_\_\_

who acknowledged that he executed this affidavit.

Paul Bernard Notary Public

**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.

Signature of county assessor (Date)

DIANNA FUSANO Sr. ACCOUNT CLERK  
Print Name/Title

## DISTRIBUTION

Send recorded affidavit, all related documents and a check for \$20 to: Manufactured Housing Division



WHEN RECORDED MAIL TO:

**FOR RECORDER'S USE ONLY**

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

FILE NO. ....  
ALAN GLOVER  
CARSON CITY, NEVADA

268362

# EXHIBIT 3

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

### Grant, Bargain, Sale Deed

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

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

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

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

State of Nevada, described as follows:

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

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

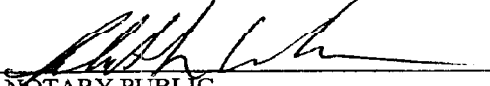
Witness his/hers/theirs hand(s) this 2<sup>ND</sup> DAY OF MAY, 2003

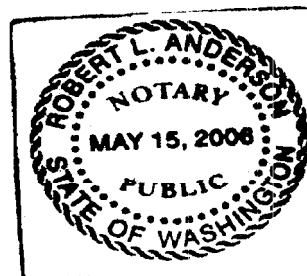
  
MARY LYNN L. CAVENDER

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

} SS:

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

  
NOTARY PUBLIC



Escrow No. 118082-KMM

AND WHEN RECORDED MAIL TO:

KAREN LYNN CLARKE  
2355 COLUMBIA WAY  
CARSON CITY, NV

MAIL TAX STATEMENTS TO:

SAME AS ABOVE

SPACE BELOW FOR RECORDER'S USE

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

297677

FILE NO. \_\_\_\_\_  
ALAN GLOVER  
CARSON CITY RECORDER  
FEE \$ 14 DEP. AT

000004

297677

**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	

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 Karen Lynne Clark Capacity Grantee

Signature Margaret L. Chandler Capacity Seller

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

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

Print Name: Margaret L. Chandler

Print Name: KAREN LYNNE CLARK

Address: 3719 Hawthorne S.E.

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

City/State/Zip: Olympia, WA 98501

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)

000095

# EXHIBIT 4

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

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

ORDER # 118082-KMM

\$ 32,000.00

Carson City, NV.

May 6, 2003

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

and continuing JUNE 5, 2008.

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

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

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

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

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

**BUYER:**

  
KAREN LYNN CLARKE

RECEIVED BY FIRST CENTENNIAL TRUST DEED SERVICES, INC.  
MAY 14 2003  
CLARKE

000006

# EXHIBIT 5

## DEED OF TRUST WITH ASSIGNMENT OF RENTS

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

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

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

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

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

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

COUNTY	BOOK	PAGE	DOC. NO.	COUNTY	BOOK	PAGE	DOC. NO.
Hutchill	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	135 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:

KAREN LYNN CLARKE

000007



STATE OF NEVADA  
COUNTY OF CARSON CITY

} SS:

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

Kathy Macellari  
NOTARY PUBLIC



Escrow No. 118082-KMM

SPACE BELOW FOR RECORDER'S USE

AND WHEN RECORDED MAIL TO:

KAREN LYNN CLARKE

FILED FOR RECORD  
AT THE REQUEST OF

3 MAY -8 P3:30

FILE NO. 297678  
ALAN GLOVER  
CARSON CITY RECORDER  
FEE \$          DEU         

000008

# EXHIBIT 6

FIRST CENTENNIAL TITLE COMPANY OF NEVADA  
LOAN ESCROW INSTRUCTIONS  
ESCROW NO: 118082-KMM

TO:

First Centennial Title Company of Nevada  
716 N. Carson St., Ste. 100  
Carson City, NV 89701  
(775) 687-8560

DATE: May 2, 2003

Kathy Macellari  
Escrow Officer THE ORIGINAL

FIRST CENTENNIAL TITLE CO. OF NEVADA

RE: BORROWER: KAREN LYNN CLARKE  
LENDER: GEORGE SOETJE

BY Kathy Macellari

I will hand you the sum of \$32,000.00, which you are authorized and instructed to use on or before 05/15/2003 and when you hold for me the following documents:

1. Promissory Note in the amount of \$32,000.00, executed by KAREN LYNN CLARKE, in favor of , bearing interest at the rate of 9% per annum; payable in installments of \$306.82 or more per month including principal and interest. Interest to commence at close of escrow with first monthly payment beginning MAY 5 2003 and continuing on like day of each and every month thereafter until MAY 5, 2008, at which time the then remaining principal plus accrued interest shall become all due and payable. ( amortized over a 17 year period, YET due and payable in 5 Years, With Re-Negotiation OPEN.
2. A First Deed of Trust securing the above described Promissory Note covering the property known as: 2355 Columbia Way described in Preliminary Title Report 00118082-KMM.
3. CLTA Loan Policy of title Insurance in your usual form issued to the undersigned Lender with liability in the amount of \$32,000 subject only to Items # 1-7, of your Preliminary Title Report dated APRIL 7, 2003, and the above described Deed of Trust.
4. Proof of Fire Insurance for the subject property with coverage of at least \$32,000.00, if required by lender, naming the undersigned Lender as a first loss payee, and proof that the Policy is paid current.

When you hold the above documents, you are instructed to record the above described Deed of Trust and disburse the funds I have handed to you accordingly.

All disbursements shall be made by your check. All funds received in this escrow shall be in the form of Certified Funds and deposited in one or more of your general escrow accounts with any bank doing business in the State of Nevada and may be transferred to any other general escrow account or accounts. The expression "close of escrow" means the date on which instruments referred to herein are filed for record. Recordation of any instruments delivered through this escrow, if necessary or proper in the issuance of a policy of title insurance called for is hereby authorized. Upon close of escrow, forward a request to the fire insurance agent that the insurer attach a loss payable clause in favor of the herein named lender or make such other additions or corrections as may have been specifically required herein, and second, that the agent thereafter forward such policies to the parties entitled to them. In all acts in this escrow relating to fire insurance, you shall be fully protected in assuming that each such policy is in force and the necessary premium therefore has been paid.

If the conditions of this escrow have not been complied with at the time provided herein you are nevertheless to complete the same as soon as the conditions (except as to time) have been complied with, unless I shall have made written demand upon you for the return of money and/or instruments deposited by me. (Time is hereby declared to be of the essence hereof). In the event that this escrow shall not be in a condition to be closed by the date set forth hereinabove, the party who then shall have fully complied with his instructions may, in writing, demand the return of his money and/or documents.

In the event it may be necessary or proper for the consummation of this escrow, reconveyances may be deposited in escrow after Trust Deed recordation hereunder, or you are authorized to deposit or have deposited funds or documents or both, with any title insurance company or bank subject to your order pursuant to closing this escrow, and such deposit shall be deemed a deposit in accordance with the meaning of these instructions.

In consideration of your acting as escrow holder herein, it is agreed that you shall in no event be liable for the failure of any of the conditions of this escrow, and you shall not be liable or responsible for your failure to ascertain the terms or conditions, or to comply with any of the provisions of any agreement, contract or other document filed herewith or referred to herein, nor shall you be liable for responsible for forgeries or false personations.

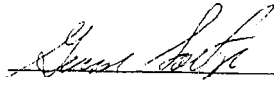
FIRST CENTENNIAL TITLE COMPANY OF NEVADA  
LOAN ESCROW INSTRUCTIONS  
ESCROW NO: 118082-KMM

Should any controversy arise between the parties hereto with respect to the subject matter of this escrow, its terms, or conditions, you shall not be required to take action, but may withhold all moneys, securities, documents or other things deposited until such controversy shall be determined by

agreement or appropriate legal proceedings, and in such event you shall not be liable for interest or damage.

It is understood that the fee agreed upon for your services is for your ordinary services only. In the event that you render any service not provided for herein, or if there is any modification hereof, or should any controversy or litigation arise to which you are made a party, or intervene in, you shall be reasonably compensated for such extraordinary services and reimbursed for all costs and expenses which you may incur in connection therewith. You shall have the right to retain all moneys and documents held by you until such compensation, costs and expenses shall be paid. The undersigned hereby jointly and severally promise to pay such sums on demand. In the event this escrow is not completed for any reason, you are authorized to deduct and pay your fee plus any costs incurred, from any funds on deposit.

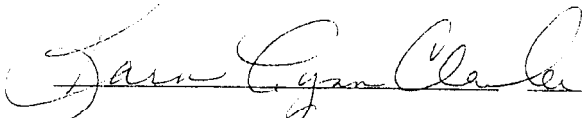
LENDER: GEORGE SOETJE



Address P.O. Box 4581 Phone 883-7712 office  
Carson City, NV 883-9366 home  
89702

BORROWER: KAREN LYNN CLARKE

I approve of the above instructions and agree to execute all necessary documents to comply therewith within the time specified. From said funds due me, you are authorized and instructed to deduct your usual loan escrow fee, the policy of title insurance premium, recording fees, document preparation fee, and pay any encumbrances on said property necessary to issue your title insurance policy as provided above, including any payoff penalties demanded by the encumbrance holder without further approval.



Address 2355 Columbia Phone 885-1554  
Carson City, NV 89703

# EXHIBIT 7

6-13-06

Note Modification

This Note Modification Returns to Note &  
Deed of Trust executed by Warren Lynn Clarke  
in favor of George Soetje on May 2, 2003.  
Said Note is modified as follows. Principal  
balance to be increased by \$1,500.00.  
all other terms and conditions to remain the  
same.

George Soetje  
GEORGE SOETJE

Warren Lynn Clarke  
Warren Lynn Clarke

NOTARIAL PUBLIC  
STATE OF CALIFORNIA  
My Comm. Expires 12/31/07  
D. Clarke

600111

# 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.

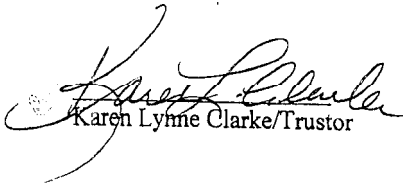
Said Note is modified as follows:

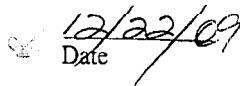
- 1.) Principal Balance to be *increased* by **\$4,000.00**
- 2.) New Balance shall be: **\$34,000.00**
- 3.) New Payment to be: **\$375.00 per mo.**
- 4.) Interest rate is **10% per annum.**

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

\_\_\_\_\_  
George Soetje/Beneficiary

\_\_\_\_\_  
Date

  
Karen Lynne Clarke/Trustor

  
Date 12/22/09

RECEIVED BY THE CREDITORS  
FOR THE DEED OF TRUST  
DO NOT SIGN  
DO NOT SIGN

000012



# EXHIBIT 9

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

*Blue Copy  
Original Signed  
by Trustor to follow  
in Hall*

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

Said Note is modified as follows:

- 1.) Principal Balance to be increased by \$4,117.49
- 2.) New Balance shall be: \$37,651.45
- 3.) New Payment to be increased to: \$410.00 effective June 5<sup>th</sup> payment
- 4.) Interest rate to remain @ 10% *per annum*.

All other terms & conditions to remain the same.

\_\_\_\_\_  
George Soetje/Beneficiary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Karen Lynne Clarke/Trustor

\_\_\_\_\_  
Date

RECEIVED BY TRUSTEE  
JUL 10 2003  
K. CLARKE  
K. CLARKE

000013

# EXHIBIT 10

# Loan Amortization Schedule

Prepared for:  
Loan Number:  
By:

## Loan Information:

Interest Begins Date:	5/05/2010	Payment Amount:	\$410.00
First Payment Due:	6/05/2010	Last Payment:	\$264.29
Last Payment Due:	12/05/2024	Report Start Payment No.:	1 6/05/2010
Principal:	\$37,651.45	Report End Payment No.:	175 12/05/2024
Interest Rate:	10.0000%	Balloon at Payment No.:	0
No. Of Payments:	175	Report Beginning Balance:	\$37,651.45
Payment Method:	Monthly		

Payment Nbr.	Payment Due Date	Payment Amount	Interest Paid	Principal Paid	Unpaid Interest	Remaining Bal.
1	6/05/2010	410.00	313.76	96.24	0.00	37,555.21
2	7/05/2010	410.00	312.96	97.04	0.00	37,458.17
3	8/05/2010	410.00	312.15	97.85	0.00	37,360.32
4	9/05/2010	410.00	311.34	98.66	0.00	37,261.66
5	10/05/2010	410.00	310.51	99.49	0.00	37,162.17
6	11/05/2010	410.00	309.68	100.32	0.00	37,061.85
7	12/05/2010	410.00	308.85	101.15	0.00	36,960.70
Total for 2010:		2,870.00	2,179.25	690.75	0.00	
8	1/05/2011	410.00	308.01	101.99	0.00	36,858.71
9	2/05/2011	410.00	307.16	102.84	0.00	36,755.87
10	3/05/2011	410.00	306.30	103.70	0.00	36,652.17
11	4/05/2011	410.00	305.43	104.57	0.00	36,547.60
12	5/05/2011	410.00	304.56	105.44	0.00	36,442.16
13	6/05/2011	410.00	303.68	106.32	0.00	36,335.84
14	7/05/2011	410.00	302.80	107.20	0.00	36,228.64
15	8/05/2011	410.00	301.91	108.09	0.00	36,120.55
16	9/05/2011	410.00	301.00	109.00	0.00	36,011.55
17	10/05/2011	410.00	300.10	109.90	0.00	35,901.65
18	11/05/2011	410.00	299.18	110.82	0.00	35,790.83
19	12/05/2011	410.00	298.26	111.74	0.00	35,679.09
Total for 2011:		4,920.00	3,638.39	1,281.61	0.00	

*pdh*

## Loan Amortization Schedule

Pymnt Nbr.	Payment Due Date	Payment Amount	Interest Paid	Principal Paid	Unpaid Interest	Remaining Bal.
20	1/05/2012	410.00	297.33	112.67	0.00	35,566.42
21	2/05/2012	410.00	296.39	113.61	0.00	35,452.81
22	3/05/2012	410.00	295.44	114.56	0.00	35,338.25
23	4/05/2012	410.00	294.49	115.51	0.00	35,222.74
24	5/05/2012	410.00	293.52	116.48	0.00	35,106.26
25	6/05/2012	410.00	292.55	117.45	0.00	34,988.81
26	7/05/2012	410.00	291.57	118.43	0.00	34,870.38
27	8/05/2012	410.00	290.59	119.41	0.00	34,750.97
28	9/05/2012	410.00	289.59	120.41	0.00	34,630.56
29	10/05/2012	410.00	288.59	121.41	0.00	34,509.15
30	11/05/2012	410.00	287.58	122.42	0.00	34,386.73
31	12/05/2012	410.00	286.56	123.44	0.00	34,263.29
Total for 2012:		4,920.00	3,504.20	1,415.80	0.00	
32	1/05/2013	410.00	285.53	124.47	0.00	34,138.82
33	2/05/2013	410.00	284.49	125.51	0.00	34,013.31
34	3/05/2013	410.00	283.44	126.56	0.00	33,886.75
35	4/05/2013	410.00	282.39	127.61	0.00	33,759.14
36	5/05/2013	410.00	281.33	128.67	0.00	33,630.47
37	6/05/2013	410.00	280.25	129.75	0.00	33,500.72
38	7/05/2013	410.00	279.17	130.83	0.00	33,369.89
39	8/05/2013	410.00	278.08	131.92	0.00	33,237.97
40	9/05/2013	410.00	276.98	133.02	0.00	33,104.95
41	10/05/2013	410.00	275.87	134.13	0.00	32,970.82
42	11/05/2013	410.00	274.76	135.24	0.00	32,835.58
43	12/05/2013	410.00	273.63	136.37	0.00	32,699.21
Total for 2013:		4,920.00	3,355.92	1,564.08	0.00	
44	1/05/2014	410.00	272.49	137.51	0.00	32,561.70
45	2/05/2014	410.00	271.35	138.65	0.00	32,423.05
46	3/05/2014	410.00	270.19	139.81	0.00	32,283.24
47	4/05/2014	410.00	269.03	140.97	0.00	32,142.27
48	5/05/2014	410.00	267.85	142.15	0.00	32,000.12

## Loan Amortization Schedule

Pymnt Nbr.	Payment Due Date	Payment Amount	Interest Paid	Principal Paid	Unpaid Interest	Remaining Bal.
49	6/05/2014	410.00	266.67	143.33	0.00	31,856.79
50	7/05/2014	410.00	265.47	144.53	0.00	31,712.26
51	8/05/2014	410.00	264.27	145.73	0.00	31,566.53
52	9/05/2014	410.00	263.05	146.95	0.00	31,419.58
53	10/05/2014	410.00	261.83	148.17	0.00	31,271.41
54	11/05/2014	410.00	260.60	149.40	0.00	31,122.01
55	12/05/2014	410.00	259.35	150.65	0.00	30,971.36
Total for 2014:		4,920.00	3,192.15	1,727.85	0.00	
56	1/05/2015	410.00	258.09	151.91	0.00	30,819.45
57	2/05/2015	410.00	256.83	153.17	0.00	30,666.28
58	3/05/2015	410.00	255.55	154.45	0.00	30,511.83
59	4/05/2015	410.00	254.27	155.73	0.00	30,356.10
60	5/05/2015	410.00	252.97	157.03	0.00	30,199.07
61	6/05/2015	410.00	251.66	158.34	0.00	30,040.73
62	7/05/2015	410.00	250.34	159.66	0.00	29,881.07
63	8/05/2015	410.00	249.01	160.99	0.00	29,720.08
64	9/05/2015	410.00	247.67	162.33	0.00	29,557.75
65	10/05/2015	410.00	246.31	163.69	0.00	29,394.06
66	11/05/2015	410.00	244.95	165.05	0.00	29,229.01
67	12/05/2015	410.00	243.58	166.42	0.00	29,062.59
Total for 2015:		4,920.00	3,011.23	1,908.77	0.00	
68	1/05/2016	410.00	242.19	167.81	0.00	28,894.78
69	2/05/2016	410.00	240.79	169.21	0.00	28,725.57
70	3/05/2016	410.00	239.38	170.62	0.00	28,554.95
71	4/05/2016	410.00	237.96	172.04	0.00	28,382.91
72	5/05/2016	410.00	236.52	173.48	0.00	28,209.43
73	6/05/2016	410.00	235.08	174.92	0.00	28,034.51
74	7/05/2016	410.00	233.62	176.38	0.00	27,858.13
75	8/05/2016	410.00	232.15	177.85	0.00	27,680.28
76	9/05/2016	410.00	230.67	179.33	0.00	27,500.95
77	10/05/2016	410.00	229.17	180.83	0.00	27,320.12

## Loan Amortization Schedule

Payment Nbr.	Payment Due Date	Payment Amount	Interest Paid	Principal Paid	Unpaid Interest	Remaining Bal.
78	11/05/2016	410.00	227.67	182.33	0.00	27,137.79
79	12/05/2016	410.00	226.15	183.85	0.00	26,953.94
Total for 2016:		4,920.00	2,811.35	2,108.65	0.00	
80	1/05/2017	410.00	224.62	185.38	0.00	26,768.56
81	2/05/2017	410.00	223.07	186.93	0.00	26,581.63
82	3/05/2017	410.00	221.51	188.49	0.00	26,393.14
83	4/05/2017	410.00	219.94	190.06	0.00	26,203.08
84	5/05/2017	410.00	218.36	191.64	0.00	26,011.44
85	6/05/2017	410.00	216.76	193.24	0.00	25,818.20
86	7/05/2017	410.00	215.15	194.85	0.00	25,623.35
87	8/05/2017	410.00	213.53	196.47	0.00	25,426.88
88	9/05/2017	410.00	211.89	198.11	0.00	25,228.77
89	10/05/2017	410.00	210.24	199.76	0.00	25,029.01
90	11/05/2017	410.00	208.58	201.42	0.00	24,827.59
91	12/05/2017	410.00	206.90	203.10	0.00	24,624.49
Total for 2017:		4,920.00	2,590.55	2,329.45	0.00	
92	1/05/2018	410.00	205.20	204.80	0.00	24,419.69
93	2/05/2018	410.00	203.50	206.50	0.00	24,213.19
94	3/05/2018	410.00	201.78	208.22	0.00	24,004.97
95	4/05/2018	410.00	200.04	209.96	0.00	23,795.01
96	5/05/2018	410.00	198.29	211.71	0.00	23,583.30
97	6/05/2018	410.00	196.53	213.47	0.00	23,369.83
98	7/05/2018	410.00	194.75	215.25	0.00	23,154.58
99	8/05/2018	410.00	192.95	217.05	0.00	22,937.53
100	9/05/2018	410.00	191.15	218.85	0.00	22,718.68
101	10/05/2018	410.00	189.32	220.68	0.00	22,498.00
102	11/05/2018	410.00	187.48	222.52	0.00	22,275.48
103	12/05/2018	410.00	185.63	224.37	0.00	22,051.11
Total for 2018:		4,920.00	2,346.62	2,573.38	0.00	

000017

## Loan Amortization Schedule

Pymnt Nbr.	Payment Due Date	Payment Amount	Interest Paid	Principal Paid	Unpaid Interest	Remaining Bal.
104	1/05/2019	410.00	183.76	226.24	0.00	21,824.87
105	2/05/2019	410.00	181.87	228.13	0.00	21,596.74
106	3/05/2019	410.00	179.97	230.03	0.00	21,366.71
107	4/05/2019	410.00	178.06	231.94	0.00	21,134.77
108	5/05/2019	410.00	176.12	233.88	0.00	20,900.89
109	6/05/2019	410.00	174.17	235.83	0.00	20,665.06
110	7/05/2019	410.00	172.21	237.79	0.00	20,427.27
111	8/05/2019	410.00	170.23	239.77	0.00	20,187.50
112	9/05/2019	410.00	168.23	241.77	0.00	19,945.73
113	10/05/2019	410.00	166.21	243.79	0.00	19,701.94
114	11/05/2019	410.00	164.18	245.82	0.00	19,456.12
115	12/05/2019	410.00	162.13	247.87	0.00	19,208.25
Total for 2019:		4,920.00	2,077.14	2,842.86	0.00	
116	1/05/2020	410.00	160.07	249.93	0.00	18,958.32
117	2/05/2020	410.00	157.99	252.01	0.00	18,706.31
118	3/05/2020	410.00	155.89	254.11	0.00	18,452.20
119	4/05/2020	410.00	153.77	256.23	0.00	18,195.97
120	5/05/2020	410.00	151.63	258.37	0.00	17,937.60
121	6/05/2020	410.00	149.48	260.52	0.00	17,677.08
122	7/05/2020	410.00	147.31	262.69	0.00	17,414.39
123	8/05/2020	410.00	145.12	264.88	0.00	17,149.51
124	9/05/2020	410.00	142.91	267.09	0.00	16,882.42
125	10/05/2020	410.00	140.69	269.31	0.00	16,613.11
126	11/05/2020	410.00	138.44	271.56	0.00	16,341.55
127	12/05/2020	410.00	136.18	273.82	0.00	16,067.73
Total for 2020:		4,920.00	1,779.48	3,140.52	0.00	
128	1/05/2021	410.00	133.90	276.10	0.00	15,791.63
129	2/05/2021	410.00	131.60	278.40	0.00	15,513.23
130	3/05/2021	410.00	129.28	280.72	0.00	15,232.51
131	4/05/2021	410.00	126.94	283.06	0.00	14,949.45
132	5/05/2021	410.00	124.58	285.42	0.00	14,664.03

000018



## Loan Amortization Schedule

Payment Nbr.	Payment Due Date	Payment Amount	Interest Paid	Principal Paid	Unpaid Interest	Remaining Bal.
133	6/05/2021	410.00	122.20	287.80	0.00	14,376.23
134	7/05/2021	410.00	119.80	290.20	0.00	14,086.03
135	8/05/2021	410.00	117.38	292.62	0.00	13,793.41
136	9/05/2021	410.00	114.95	295.05	0.00	13,498.36
137	10/05/2021	410.00	112.49	297.51	0.00	13,200.85
138	11/05/2021	410.00	110.01	299.99	0.00	12,900.86
139	12/05/2021	410.00	107.51	302.49	0.00	12,598.37
Total for 2021:		4,920.00	1,450.64	3,469.36	0.00	
140	1/05/2022	410.00	104.99	305.01	0.00	12,293.36
141	2/05/2022	410.00	102.44	307.56	0.00	11,985.80
142	3/05/2022	410.00	99.88	310.12	0.00	11,675.68
143	4/05/2022	410.00	97.30	312.70	0.00	11,362.98
144	5/05/2022	410.00	94.69	315.31	0.00	11,047.67
145	6/05/2022	410.00	92.06	317.94	0.00	10,729.73
146	7/05/2022	410.00	89.41	320.59	0.00	10,409.14
147	8/05/2022	410.00	86.74	323.26	0.00	10,085.88
148	9/05/2022	410.00	84.05	325.95	0.00	9,759.93
149	10/05/2022	410.00	81.33	328.67	0.00	9,431.26
150	11/05/2022	410.00	78.59	331.41	0.00	9,099.85
151	12/05/2022	410.00	75.83	334.17	0.00	8,765.68
Total for 2022:		4,920.00	1,087.31	3,832.69	0.00	
152	1/05/2023	410.00	73.05	336.95	0.00	8,428.73
153	2/05/2023	410.00	70.24	339.76	0.00	8,088.97
154	3/05/2023	410.00	67.41	342.59	0.00	7,746.38
155	4/05/2023	410.00	64.55	345.45	0.00	7,400.93
156	5/05/2023	410.00	61.67	348.33	0.00	7,052.60
157	6/05/2023	410.00	58.77	351.23	0.00	6,701.37
158	7/05/2023	410.00	55.84	354.16	0.00	6,347.21
159	8/05/2023	410.00	52.89	357.11	0.00	5,990.10
160	9/05/2023	410.00	49.92	360.08	0.00	5,630.02
161	10/05/2023	410.00	46.92	363.08	0.00	5,266.94

## Loan Amortization Schedule

Pymnt Nbr.	Payment Due Date	Payment Amount	Interest Paid	Principal Paid	Unpaid Interest	Remaining Bal.
162	11/05/2023	410.00	43.89	366.11	0.00	4,900.83
163	12/05/2023	410.00	40.84	369.16	0.00	4,531.67
Total for 2023:		4,920.00	685.99	4,234.01	0.00	
164	1/05/2024	410.00	37.76	372.24	0.00	4,159.43
165	2/05/2024	410.00	34.66	375.34	0.00	3,784.09
166	3/05/2024	410.00	31.53	378.47	0.00	3,405.62
167	4/05/2024	410.00	28.38	381.62	0.00	3,024.00
168	5/05/2024	410.00	25.20	384.80	0.00	2,639.20
169	6/05/2024	410.00	21.99	388.01	0.00	2,251.19
170	7/05/2024	410.00	18.76	391.24	0.00	1,859.95
171	8/05/2024	410.00	15.50	394.50	0.00	1,465.45
172	9/05/2024	410.00	12.21	397.79	0.00	1,067.66
173	10/05/2024	410.00	8.90	401.10	0.00	666.56
174	11/05/2024	410.00	5.55	404.45	0.00	262.11
175	12/05/2024	264.29	2.18	262.11	0.00	0.00
Total for 2024:		4,774.29	242.62	4,531.67	0.00	
TOTALS:		71,604.29	33,952.84	37,651.45	0.00	

000920

# EXHIBIT 11

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 THE  
REQUEST OF

*T. L. Cornwell*

2017 FEB 14 AM 11:25

FILE NO. 472414

SUSAN MERRIWETHER  
CARSON CITY RECORDER

FEES 40.00 DEP *A*

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

## QUITCLAIM DEED

### KNOW ALL MEN BY THESE PRESENTS THAT:

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

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

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

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

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

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

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

472414

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

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

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

Date

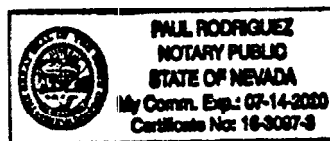
Karen Lynn Clarke  
Karen Lynn Clarke, Grantor

State of Nevada  
County of Carsen City

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

Paul Rodriguez  
Notary Public Signature

Personal Banker  
Title or Rank



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

Date

Thomas Lehman Cornwell  
Thomas Lehman Cornwell, Grantee

State of Nevada  
County of Carsen City

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

Paul Rodriguez  
Notary Public Signature

Personal Banker  
Title or Rank



472414

STATE OF NEVADA  
DECLARATION OF VALUE FORM

1. Assessor Parcel Number(s)

a) 8-252-25  
b) \_\_\_\_\_  
c) \_\_\_\_\_  
d) \_\_\_\_\_

472414

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 W/ LAND

FOR RECORDER'S OPTIONAL USE ONLY

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

Date of Recording: FEB 14 2017

Notes: \_\_\_\_\_

3. Total Value/Sales Price of Property

Deed in Lieu of Foreclosure Only (value of property) \$ \$40,000

Transfer Tax Value: \$ \_\_\_\_\_

Real Property Transfer Tax Due \$ 156.00 8.00

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 parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature Karen Lynn Clarke Capacity \_\_\_\_\_

Signature \_\_\_\_\_ Capacity \_\_\_\_\_

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

Print Name: KAREN LYNN CLARKE  
Address: 2355 Columbia Way  
City: Carson City  
State: NV Zip: 89706

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

Print Name: THOMAS LEITHAN CORNWELL  
Address: 2355 Columbia Way  
City: Carson City  
State: NV Zip: 89706

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

Print Name: \_\_\_\_\_ Escrow #: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

010025

# EXHIBIT 12

3/16/18

TO: Fred Entenman Teller

attn: Dorcas Clark

There is to confirm that Long Selling Machine Trust is

Deed of Trust to Neil Schultz for \$50,000 (net to me)

Current amount due on said trust is approx 64,925

as follows: Principal \$37,555.21  
accrued interest 29,340 (6/15/10 - current) at 10%  
late fees 2,029

Balance of trust is current there is delinquent interest there are  
of approx \$2,000.

George Soetir

STANDARD FIDELITY & SECURITY CO.  
OF NEW YORK  
REAL ESTATE TRUST DEPARTMENT  
DORCAS CLARK

000024



# EXHIBIT 13

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

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

RECORDED AT THE REQUEST OF  
FIRST CENTENNIAL - RENO (MAIN  
04/23/2018 10:07AM  
FILE NO. 484548  
SUSAN MERRIWETHER  
CARSON CITY RECORDER  
FEE \$35.00 DEP LRD

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.*

SUBSTITUTION OF TRUSTEE  
UNDER DEED OF TRUST

WHEREAS, KAREN LYNN CLARKE executed and delivered a Deed of Trust wherein FIRST CENTENNIAL TRUST DEED SERVICES, INC., a Nevada corporation was named as Trustee for GEORGE SOETJE, Beneficiary, conveying real property situate in Carson City, State of Nevada, as security for the payment of a Promissory Note made, executed and delivered on May 6, 2003, which Deed of Trust with Assignment of Rents 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 Endorsement and Assignment of Deed of Trust, recorded March 30, 2018, Document No. 483939, Official Records, Carson City, Nevada;

WHEREAS, NEIL E. SCHULTZ and OLIVIA S. WEISE, as Trustees of THE NEIL E. SCHULTZ TRUST dated January 29, 2016, are now the owners of the beneficial interest in said Deed of Trust and of the obligation secured thereby;

NOW, THEREFORE, notice is hereby given that NEIL E. SCHULTZ and OLIVIA S. WEISE, as Trustees of THE NEIL E. SCHULTZ TRUST dated January 29, 2016, hereby appoint and substitute AUTOMATIC FUNDS TRANSFER SERVICES, INC., a Washington corporation, dba ALLIED TRUSTEE SERVICES, as Trustee under said Deed of Trust in place of FIRST CENTENNIAL TRUST DEED SERVICES, INC., a Nevada corporation, and AUTOMATIC FUNDS TRANSFER SERVICES, INC., dba ALLIED TRUSTEE SERVICES, its successors and assigns, is hereby vested with all title, interest, powers, duties and trusts vested in Trustee by virtue of said Deed of Trust.

AUTOMATIC FUNDS TRANSFER SERVICES, INC., dba ALLIED TRUSTEE SERVICES, hereby accepts all title, interest, powers, duties and trusts of Trustee under said Deed of Trust pursuant to the appointment and substitution hereby made.

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

AUTOMATIC FUNDS TRANSFER  
SERVICES, INC., dba ALLIED  
TRUSTEE SERVICES

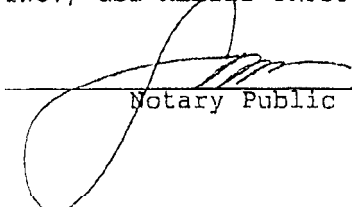
By: Neil E. Schultz  
Its: Manager

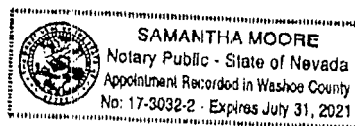
Neil E. Schultz  
Neil E. Schultz, Trustee

Olivia S. Weise  
Olivia S. Weise, Trustee

STATE OF NEVADA                    )  
  ) SS.  
COUNTY OF WASHOE                )

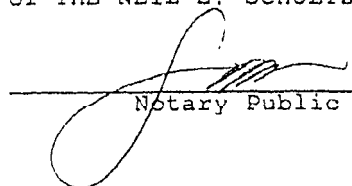
This instrument was acknowledged before me on  
April 17th, 2018, by Geneva Martinkus as  
Manager of AUTOMATIC FUNDS TRANSFER SERVICES,  
INC., dba ALLIED TRUSTEE SERVICES.

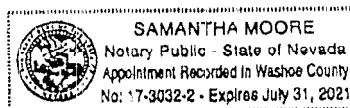
  
\_\_\_\_\_  
Notary Public



STATE OF NEVADA                    )  
  ) SS.  
COUNTY OF WASHOE                )

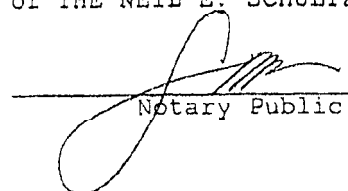
This instrument was acknowledged before me on  
April 17th, 2018, by NEIL E. SCHULTZ, as Trustee  
of THE NEIL E. SCHULTZ TRUST dated January 29, 2016.

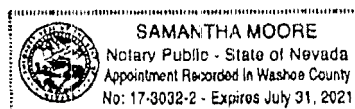
  
\_\_\_\_\_  
Notary Public



STATE OF NEVADA                    )  
  ) SS.  
COUNTY OF WASHOE                )

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



-3-

# EXHIBIT 14



# 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.**

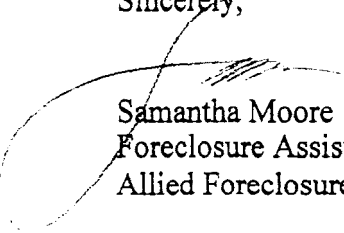
Thomas Lehman Cornwell:

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

# EXHIBIT 15

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

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

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

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

---

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

484549

000029



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) 851-0831, between the hours of 9:00 A.M. and 5:00 P.M., Monday through Friday.

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

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

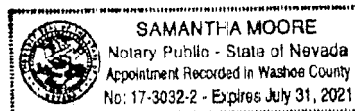
Neil E. Schultz  
Neil E. Schultz, Trustee

Olivia A. Weise  
Olivia A. Weise, Trustee

STATE OF Nevada )  
COUNTY OF Washoe ) SS.

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

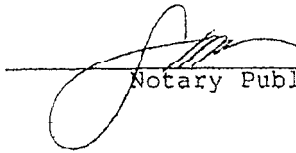
[Signature]  
Notary Public

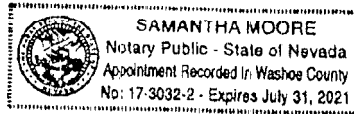


-3-

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



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 Nebraska )  
COUNTY OF Lincoln )

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:

1

NEIL E. SCHULTZ, Trustee

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

OLIVIA S. WEISE, Trustee

Olivia S. Weise  
Box 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  
Box 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 receive 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 107.060(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

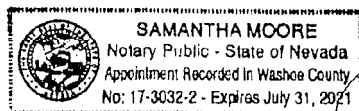
Affiant Name: OLIVIA S. WEISE, Trustee

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.

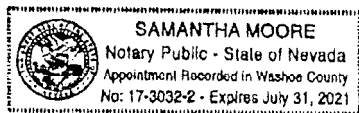


Samantha Moore  
NOTARY PUBLIC IN AND FOR  
SAID COUNTY AND STATE

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.



[Signature]  
NOTARY PUBLIC IN AND FOR  
SAID COUNTY AND STATE



# EXHIBIT 16

 <b>First American Title™</b>	<b>Trustee's Sale Guarantee</b>
<b>Guarantee</b>	ISSUED BY <b>First American Title Insurance Company</b>  GUARANTEE NUMBER <b>5002532-0012964e</b>

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND THE OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE.

**FIRST AMERICAN TITLE INSURANCE COMPANY**

a Nebraska corporation, herein called the Company

**GUARANTEES**

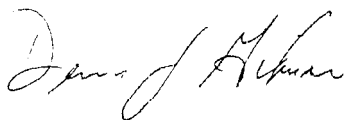
the Assured named in Schedule A of this Guarantee

herein called the Assured against loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records, as of Date of Guarantee shown in Schedule A:

1. The title to the herein described estate or interest was vested in the vestee named, subject to the matters shown as Exceptions herein, which Exceptions are not necessarily shown in the order of their priority;
2. The names and addresses of additional persons who have recorded requests for, or are entitled to receive a copy of the notice of default and a copy of the notice of sale, including the Trustors, as provided by section 107.080, subsection 3, and section 107.090, of the Nevada Revised Statutes are as shown herein, and
3. The land is located in the township stated herein, and if designated, the newspaper or newspapers listed herein qualify for publication of notice pursuant to section 238.030 of the Nevada Revised Statutes.

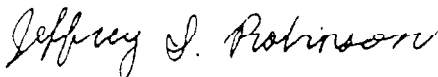
**First American Title Insurance Company**

For Reference:



Dennis J. Gilmore  
President

File #: 00236173



Jeffrey S. Robinson  
Secretary

This jacket was created electronically and constitutes an original document

## TRUSTEE'S SALE GUARANTEE

Liability: \$ 38,000.00

Fee: \$ 487.00

Policy Number: 5002532-0012964E

Our Number: 00236173 -TSG

Your Number: 17935

### *First American Title Insurance Company*

a Corporation, herein called the Company,

## GUARANTEES

Automatic Funds Transfer Services, Inc., d/b/a Allied Trustee Services

And

Neil S. Schultz and Olivia S. Weise, as Trustees of the Neil E. Schultz Trust, dated January 29, 2016

herein called the Assured, against loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurance which the Company hereby give that, according to the public records, on the date stated below,

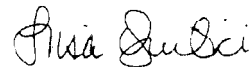
1. The title to the estate of interest in the land covered by this guarantee is vested in the vestee named, subject to the matters shown as Exceptions herein, which Exceptions are not necessarily shown in the order of their priority
2. The names and addresses of persons who have recorded requests for, or are entitled to receive a copy of, the notice of default and a copy of the notice of sale, including the Trustors, as provided by section 107.080, subsection 3, and section 107.090, of the Nevada Revised Statutes are as shown herein, and
3. The land is located in the township stated herein, and if designated, the newspaper or newspapers listed herein qualify for publication of notice pursuant to section 238.030 of the Nevada Revised Statutes

All subject, however, to the exclusions from coverage, the limits of liability and the other provisions of the conditions and stipulations hereto annexed and made a part of this guarantee.

Date: April 23, 2018 at 10:07 a.m.

*First American Title Insurance Company*

By: Gary L. Kermott, President



By: Lisa Quilici, Authorized Signatory

## **SCHEDULE A**

Title to the estate or interest covered by this guarantee at the date hereof is vested in:

**Thomas Lehman Cornwell, a single person**

The estate or interest in the land described or covered by this guarantee is:

**Fee Simple**

## SCHEDULE B

### Exceptions:

1. General and Special Taxes for the fiscal year 2018-2019, including any secured personal property taxes and any district assessments, a lien, not yet due and payable.  
Assessors Parcel No.: 08-252-25
2. The Lien of supplemental property taxes, if any, by reason of new construction or additions, pursuant to the provisions of the 1983 Nevada Legislature under Nevada Revised Statutes No. 361.260.
3. Any liens, charges or assessments levied by the Carson City water, sanitary sewer and storm water utility district by reason that the land is located within said district.
4. Any unpaid charges for delinquent garbage fees, plus any interest and/or penalties, which would create a lien and attach to said premises, pursuant to Nevada Revised Statutes Section 444.520.
5. Except all water, claims or rights to water, in or under said land.
6. Easements, provisions, recitals and dedications and other matters as delineated and set forth on the Official Map of said Subdivision.
7. Easements as shown on the filed map, and incidents thereto,  
Purpose: Public Utilities  
Affects: 5.0 feet in width along the rear lot lines of said land.
8. Easements as shown on the filed map, and incidents thereto,  
Purpose: Underground Utilities and Fire Hydrants  
Affects: 2.0 feet in width along all street frontage lot lines of said land.
9. Covenants, conditions and restrictions, set forth in a Declaration of Restrictions, recorded October 26, 1967 in Book 69, page 681, as Document No. 28905, Official Records, Carson City, Nevada; but omitting any covenants or restrictions, if any, but not limited to those based on race, color, religion, sex, sexual orientation, familial status, marital status, disability handicap, national origin, ancestry, or source of income as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

10. A Deed of Trust to secure an original principal amount of \$32,000.00, and any other amounts as therein provided, recorded May 8, 2003, as Document No. 297678, Official Records, Carson City, Nevada.

Dated: May 2, 2003  
Trustor: Karen Lynn Clarke  
Trustee: First Centennial Trust Deed Services Inc., a Nevada Corporation  
Beneficiary: George Soetje

Said Deed of Trust contains an acceleration clause.

The interest of George Soetje, under said Deed of Trust was assigned to Neil E. Schultz and Olivia S. Weise, as Trustees of The Neil E. Schultz Trust, dated January 29, 2016, by Document recorded March 30, 2018, as Document No. 483939, aforesaid records.

An instrument substitutes Automatic funds Transfer Services, Inc., d/b/a Allied Trustee Services, as the trustee in said Deed of Trust, recorded April 23, 2018, as Document No. 484548, Official Records, Carson City, Nevada.

Notice of Default and Election to Sell under the terms of the above Deed of Trust recorded April 23, 2018, as Document No. 484549, Official Records, Carson City, Nevada.

11. Any loss or damage by reason of the improvements, if any, located on the land described herein being declared to be personal property.
12. The land shall not be deemed to include any house trailer, manufactured home, mobile home, or mobile dwelling on the land.

NOTE:

General and Special Taxes for proration purposes for the fiscal year 2017-2018 including any secured personal property and any district assessments, are PAID IN FULL.

Total Amount Paid: \$1,846.01

Assessor's Parcel No.: 08-252-25

\*\*\*\*\*

### LEGAL DESCRIPTION

All that certain real property situate in **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.

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

APN: **08-252-25**

\* \* \* \* \*

## SCHEDULE C

### INFORMATION FOR TRUSTEE

Policy Number: **5002532-0012964E**

Our Number: **00236173 -TSG**

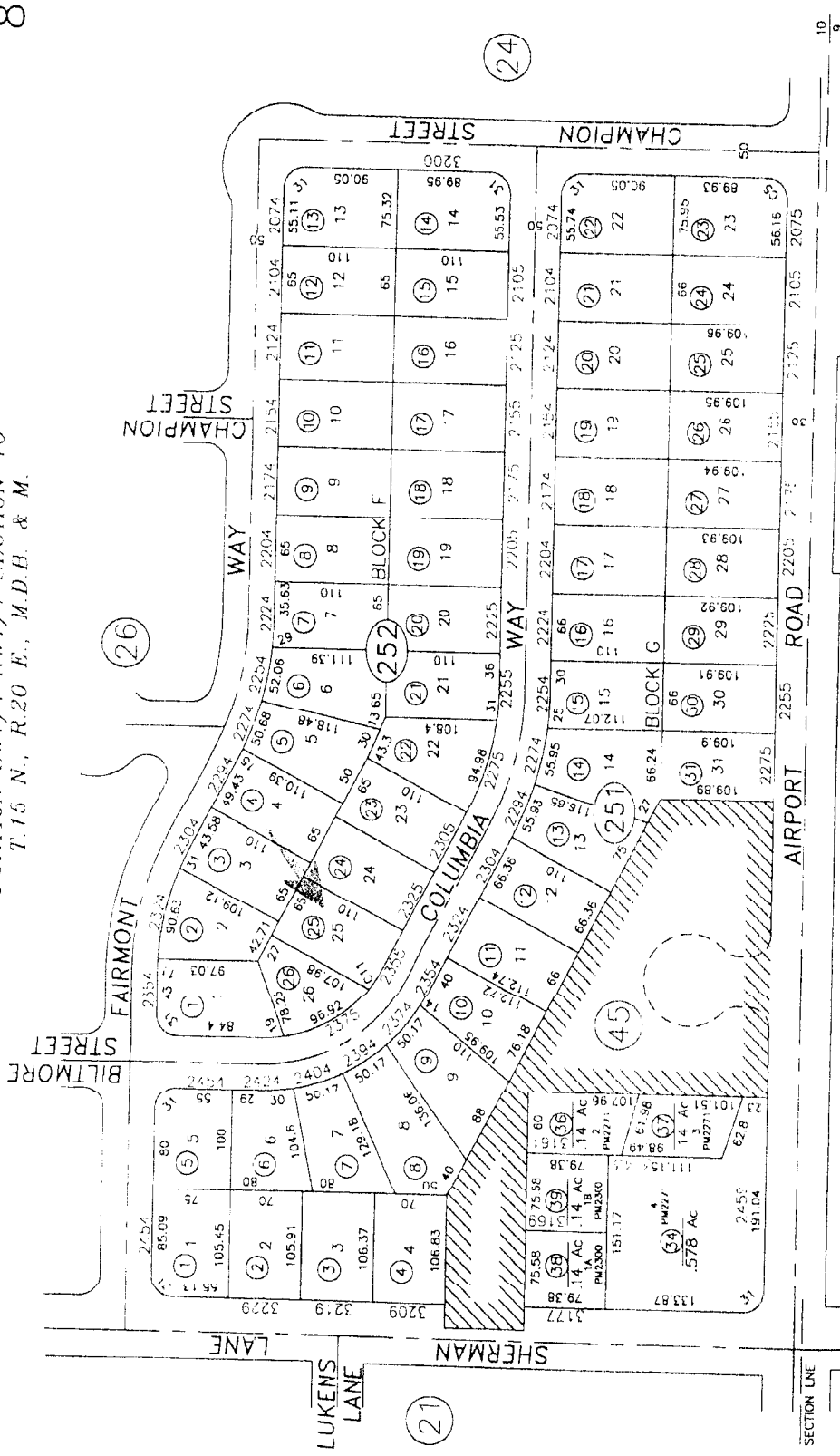
Your Number: **17935**

1. County in which said land is located: **Carson City**  
If not in a city, judicial district in which said land is located: First Judicial District
2. Legal publications:  
Nevada Appeal  
580 Mallory Way  
P.O. Box 2288  
Carson City, Nevada 89702
3. The names and addresses of persons who have recorded requests for, or are entitled to receive a copy of, the Notice of Default and a copy of the Notice of Sale, including the trustors, as provided by Section 107.080, Subsection 3, and Section 107.090, of the Nevada Revised Statutes, relating to the deed of trust shown as exception no.10 of this guarantee are:  
  
Thomas Lehman Cornwell  
2355 Columbia Way  
Carson City, Nevada 89706  
  
Pursuant to N.R.S. 107.095, it is required that notice be given to any guarantor, surety or obligor other than the trustor at the address of each such guarantor, surety or other obligor, if known; otherwise, to the address of the trust property.
4. Attention is called to Soldiers' and Sailors' Civil Relief Act of 1940 and amendments thereto which contain inhibitions against the sale of land under a deed of trust if the owner is entitled to the benefits of said Act.
5. Attention is called to the Federal Tax Lien Act of 1966 which, among other things, provides for the giving of written Notice of Sale in a specified manner to the Secretary of Treasury or his delegate as a requirement for the discharge or divestment of a federal tax lien in a non-judicial sale, and establishes with respect to such lien a right in the United States to redeem the property within a period of 120 days from the date of any such sale.
6. According to the records of the county tax collector the property address is purported to be **2355 Columbia Way, Carson City, NEVADA**, and the assessor's parcel number is **08-252-25**. No assurance is afforded as to the accuracy of this address.

\* \* \* \* \*



PORTION SW1/4 NW1/4 SECTION 10  
T.15 N., R.20 E., M.D.B. & M.



17

Scale: 1"=100'

Revised 3/06/06

RECORDED 10/11/67

EAGLE VALLEY MOBILE  
HOMES ESTATES UNIT NO.4



CARSON CITY, NEVADA  
THIS MAP IS PREPARED FOR THE USE OF THE CARSON CITY  
ASSESSOR FOR ASSESSMENT AND ILLUSTRATIVE PURPOSES  
ONLY. IT IS NOT TO BE USED FOR ANY OTHER PURPOSE.  
IT IS ASSUMED AS TO THE SUFFICIENCY OF THE DATA  
DATA RELIANCE HEREIN YOU CAN VIEW AND PRINT OUR  
www.carsoncitynv.gov

**SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE**

Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:

- (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
  - (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
  - (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
- (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
  - (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
  - (c) The identity of any party shown or referred to in Schedule A.
  - (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

**GUARANTEE CONDITIONS AND STIPULATIONS****1. Definition of Terms.**

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company
- (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date

**2. Notice of Claim to be Given by Assured Claimant.**

An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

**3. No Duty to Defend or Prosecute.**

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

**4. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.**

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and

expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

**5. Proof of Loss or Damage.**

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

**6. Options to Pay or Otherwise Settle Claims: Termination of Liability.**

In case of a claim under this Guarantee, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4.

**7. Determination and Extent of Liability.**

This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A or in Part 2;  
(b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or

provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or

- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

**8. Limitation of Liability.**

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

**9. Reduction of Liability or Termination of Liability.**

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

**10. Payment of Loss.**

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

**11. Subrogation Upon Payment or Settlement.**

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

**12. Arbitration.**

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

**13. Liability Limited to This Guarantee; Guarantee Entire Contract.**

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

**14. Notices, Where Sent.**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Phone: 888-632-1642.**

# EXHIBIT 17

SENT: CERTIFIED MAIL

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

Dear Ms. Moore:

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

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

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

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

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

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

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

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

Sincerely,

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

\_\_\_\_\_  
Date

100050

# EXHIBIT 18





## 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

000051

1700 document. doesn't show any correlation to  
property in question  
2.

Supreme Court of Nevada  
ADMINISTRATIVE OFFICE OF THE COURTS

ROBIN SWEET  
Director and  
State Court Administrator

JOHN MCCORMICK  
Assistant Court Administrator  
Judicial Programs and Services



RICHARD A. STEFANI  
Deputy Director  
Information Technology

VERISE V. CAMPBELL  
Deputy Director  
Foreclosure Mediation

April 26, 2016

[REDACTED]  
[REDACTED]  
[REDACTED]

Re: APN: [REDACTED]

Dear [REDACTED]:

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

☒ Your property is not eligible for this program because:

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

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

Sincerely,

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

Linda Aguirre  
Foreclosure Mediation Intake Manager

CC: Allied Foreclosure Services

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

# EXHIBIT 19

STATE OF NEVADA

Department of Business & Industry  
Manufactured Housing Division

MANUFACTURED HOME TITLE INFORMATION

Title Number: **B0173588**      Issued: **06/04/1997**  
Serial Number: **S1031XU**  
Manufacturer: **FAR WEST**  
Trade Name/Model:  
Year: **1975**      Type: **Multi Wide**      Size: **24 ft. x 63 ft.**      **Used Sale**

Owners:  
**CHILDERS, CLARENCE JAMES OR  
CHILDERS, ROSE JOANNE TRUSTEES  
THE CHILDERS FAMILY TRUST DTD 1/24/97**

Physical Location  
**2355 COLUMBIA WAY, CARSON CITY, NV 89706**

Lienholder

Document Mailed to

Cost of Structure: **\$0**      Cost of Accessories / Materials: **\$0**      Sales Tax: **\$0**

Lien Date      Lien Removed      Notice of Opposition Filed      Notice of Sale

**THE INFORMATION ABOVE IS CURRENT AS OF 03/29/2018**  
Title record last updated on

000000

# EXHIBIT 20

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

RECORDED AT THE REQUEST OF  
FIRST CENTENNIAL - RENO (MAIN  
08/01/2018 02:27PM

When recorded mail to:

Allied Foreclosure Service,  
1000 Caughlin Crossing, #3  
Reno, NV 89519

FILE NO.487265  
SUSAN MERRIWETHER  
CARSON CITY RECORDER  
FEE \$35.00 DEP RMH

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

*Pursuant to NRS 239B.030, the undersigned, heraby  
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

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

487265

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-

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

487265

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: Geneva Martinkus

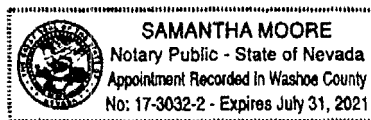
Geneva Martinkus

Its: manager

STATE OF NEVADA )  
 ) SS.  
COUNTY OF WASHOE )

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

Samantha Moore  
Notary Public



-3-

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

487265



# EXHIBIT 21

# STATE OF NEVADA DECLARATION OF VALUE

## 1. Assessor Parcel Number (s)

- a) 008-252-25  
b)  
c)  
d)

FOR RECORDERS OPTIONAL USE ONLY

Document #: 488839

Date of Recording: 09/26/2018

## 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

Notes:

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

\$ 77,642.53

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

Transfer Tax Value:

\$ 77,642.53

Real Property Transfer Tax Due:

\$ 304.20

## 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 Foreclosure Officer

Signature \_\_\_\_\_ Capacity \_\_\_\_\_

## SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: Allied Trustee Services  
Address: 1000 Caughlin Crossing #30  
City: Reno  
State: NV Zip: 89519

## BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: Neil E. Schultz and Olivia S. Weise, The Neil  
Address: PO Box 994 E. SCHULTZ TRUST  
City: Zephyr Cove  
State: NV Zip: 89448

## COMPANY/PERSON REQUESTING RECORDING

(REQUIRED IF NOT THE SELLER OR BUYER)

Print Name: First Centennial Title Escrow # 236173  
Address: 896 West Nye Lane #104  
City: Carson City State: NV Zip: 89703

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)

10057

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. 20210.

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 Martinkus  
GENEVA MARTINKUS  
Its: Manager

STATE OF NEVADA                    )  
  ) SS.  
COUNTY OF WASHOE                )

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

[Signature]  
Notary Public



# EXHIBIT 22

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 Plaintiff  
5  
6

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, inclusive,

15 Defendants.  
16

) Case No. 18 RP 00018 1B

) Dept. No. 2  
17  
18  
19  
20  
21  
22

PLAINTIFF'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS

17 TO: Defendant Thomas L. Cornwell.

18 You are requested pursuant to Rule 34 of the Nevada Rules of Civil Procedure to produce  
19 and make available to plaintiff Neil E. Schultz, on October 30, 2019, at 10:00 a.m., at the office  
20 of John S. Bartlett, attorney for record for plaintiffs, located at 755 N. Roop St., Ste. 108, Carson  
21 City, Nevada, for the purpose of inspecting and copying, the following described and identified  
22 documents and other tangible things in your possession, custody or control.

23 DEFINITIONS

24 The following definitions are to be used with respect to the documents requested.

- 25 1. "Document" is defined to be synonymous in meaning and equal in scope to the usage  
26 of this term in Nevada Rules of Civil Procedure 34(a)(1)(A), and shall mean any and  
27 all designated documents or electronically stored information, including writings,  
28 drawings, graphs, charts, photographs, sound recordings, images, and other data or



1 data compilations, stored in any medium from which information can be obtained  
2 either directly or, if necessary, after translation by the responding party into a  
3 reasonably usable form, and information in tangible or other form, whether printed,  
4 typed, recorded, computerized, filmed, reproduced by any process, or written or  
5 produced by hand, and whether an original, draft, master, duplicate or copy, or  
6 notated version thereof, that is in your possession, custody or control. A draft or non-  
7 identical copy is a separate document within the meaning of this term.

- 8 2. Document as used in this Request shall also include, but not be limited to, electronic  
9 files, other data generated by and/or stored on or through any of your computer  
10 systems and storage media (e.g. internal or external hard drives, CD-ROMs, floppy  
11 disks, backup tapes, thumb drives, internet-based posting boards or cloud storage, or  
12 any other data storage media or mechanisms), or any other electronic data. This  
13 includes, but is not limited to: email and other electronic communications (e.g.,  
14 postings to internet forums, ICQ or any other instant messenger messages, and/or text  
15 messages); voicemail, word processing documents, spreadsheets, databases.

16 Calendars, telephone logs, contact manager information, internet usage files, offline  
17 storage or information stored on removable media, information contained on laptops  
18 or other portable devices, and network access information. Further, this includes data  
19 in any format for storing electronic data.

- 20 3. "Relating or referring" are used in their broadest sense and shall mean and include,  
21 but shall not be limited to, advert, allude, comprise, concern, constitute, describe,  
22 discuss, mention, note, pertain, quote, recite, recount, reflect, report or state.
- 23 4. The singular shall include the plural, and the plural shall include the singular. The  
24 conjunctive "and" shall include the disjunctive "or" and the disjunctive "or" shall  
25 include the conjunctive "and."
- 26 5. The "property" or the "Columbia Way property" shall refer to the real property  
27 located at 2355 Columbia Way, Carson City, Nevada.
- 28 6. "Plaintiff" shall refer to plaintiff Neil E. Schultz.

100053

- 1 7. "You" or "your" shall mean and refer to the defendant, Thomas L. Cornwell.
- 2 8. Each document produced pursuant to this Request For Production of Documents shall
- 3 be produced as it is kept in the usual course of business, or shall be organized and
- 4 labeled to correspond to the categories of documents requested.
- 5 9. You are instructed to produce any and all documents which are in your possession,
- 6 custody or control. Possession, custody or control includes constructive possession
- 7 whereby you have a legal right to compel the production of the document from a third
- 8 party (including an agency, authority or representative).
- 9 10. To the extent the location of any document called for in this Request is unknown to
- 10 you, so state in your response. If any estimate can reasonably be made as to the
- 11 location of an unknown document, describe the document with sufficient particularity
- 12 so that it can be identified, set forth your best estimate of the document's location,
- 13 and describe the basis upon which the estimate is made.
- 14 11. If any document request is deemed to call for disclosure of proprietary data, counsel
- 15 for the requesting party is prepared to receive such data pursuant to an appropriate
- 16 confidentiality order.
- 17 12. To the extent production of any document is objected to on the basis of privilege,
- 18 provide the following information about each such document: (1) describe the nature
- 19 of the privilege claimed; (2) state the factual and legal basis for the claim of privilege;
- 20 (3) identify each person who was present when the document was prepared and who
- 21 has seen the document; and (4) identify every other document which refers to or
- 22 describes the contents of such document.
- 23 13. If any document has been lost or destroyed, the document so lost or destroyed shall be
- 24 identified by author, date, subject matter, date of loss or destruction, identity of
- 25 person responsible for its loss or destruction, and, if destroyed, the reason for its
- 26 destruction.
- 27 14. The term "communication" as used herein shall mean any dissemination of
- 28 information by transmission or a statement from one person to another or in the

1 presence of another, whether by writing, orally or by action or conduct, including, but  
2 not limited to, emails, text messages, letters, or any other form of written  
3 communication, any oral, written or electronic transmission of information without  
4 limitation, including meetings, discussions, conversations, telephone calls,  
5 memoranda, letters, telecopies, telexes, email messages, text messages, conferences,  
6 seminars, or notes, and relates solely to non-privileged communications.

7 15. The period of time covered by this Request is January 1, 2011 through the date a  
8 response to this Request is served, unless otherwise specified.

9 **ITEMS TO BE PRODUCED**

10 Request For Production No. 1. In your Answer to Complaint and Counterclaim, filed  
11 with the First Judicial District Court on March 4, 2019, you have alleged that Exhibit 9 to that  
12 document contains a list of payments you or Karen Lynn Clarke made to George Soetje between  
13 May 4, 2011 and May 17, 2016. Please provide a copy of each check, receipt, money order or  
14 other record of payment you have reflecting each of these alleged payments made to George  
15 Soetje.

16 Request For Production No. 2. In addition to the documents described in Request For  
17 Production No. 1, please provide a copy of the Greater Nevada Credit Union statements for bank  
18 accounts covering the period of May 1, 2011 through May 31, 2016 from which any of these  
19 alleged payments was made.

20 Request For Production No. 3. If any of the alleged payments listed in Exhibit 9 came  
21 from a bank account other than one with Greater Nevada Credit Union, please provide the  
22 statements from that account from which any of these alleged payments was made.

23 Request For Production No. 4. Please provide documentation of each and every  
24 communication you have had with George Soetje.

25 Request For Production No. 5. Please provide documentation of each and every  
26 communication you have had with Neil E. Schultz.

Request For Production No. 6. Please provide documentation of each and every communication you have had with Allied Foreclosure Services regarding the Columbia Way property.

Request For Production No. 7. Please provide documentation of each and every communication you have had regarding the Columbia Way property with Karen Lynn Clarke, including documentation of your purchase of the Columbia Way property from Ms. Clarke.

Request For Production No. 8. Please provide proof of payment you have made for utility, sewer and water services provided to the Columbia Way property, and property taxes you have paid on the Columbia Way property, between September 1, 2018 and September 30, 2019.

Request For Production No. 9. Please provide documentation of your receipt of a “retirement settlement” payment you alleged in your Answer you were to receive in April 2018.

In your response to the foregoing requests for production of documents, you should prepare and submit a written response to each request indicating whether you are producing documents responsive to the request. If you object to a particular request, you must state the reason. Please see N.R.C.P. 34(b).

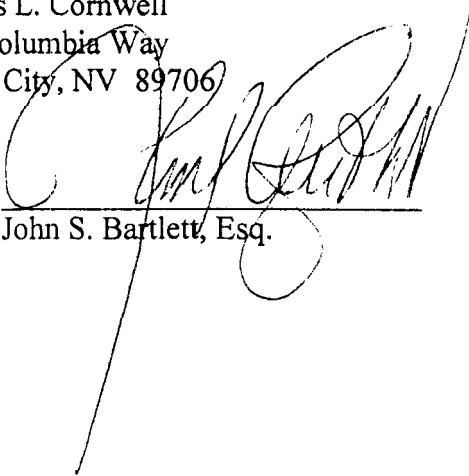
Dated this 30<sup>th</sup> day of September, 2019

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 pursuant to N.R.C.P. 5(b) and 34(a) that on September 30, 2019 he caused the foregoing Plaintiff's First Request For Production of Documents to be served on defendant Thomas L. Cornwell by depositing the document in the United States Mail, postage prepaid, and addressed to the defendant as follows:

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

  
John S. Bartlett, Esq.

# EXHIBIT 23

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

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

10 NEIL SCHULTZ TRUST  
11 NEIL SCHULTZ

CASE NO.:18 RP 00018 1B

PLAINTIFF,

VS.

DEPT. NO: II

THOMAS CORNWELL


DISCOVERY REQUESTS

DEFENDANT(S).

14 COMES NOW DEFENDANT, THOMAS CORNWELL, IN PROPER PERSON. TO  
15 ANSWER OR DEFEND PLAINTIFFS DISCOVERY REQUEST FOR PRODUCTION OF  
16 DOCUMENTS.

17 DATED THIS 30<sup>th</sup> DAY OF October, 2019.

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

20  
21   
(SIGNATURE)

THOMAS CORNWELL IN PROPER PERSON

22 2355 COLUMBIA WAY  
23 CARSON CITY, NV. 89701  
24 (775)461-0377  
25 TLCNV@YAHOO.COM

1                                   **RESPONSE FOR PRODUCTION OF DOCUMENTS**

2   **PRODUCTION NO. 1**

3   THE LIST OF PAYMENTS IS THE ONLY DOCUMENT IN DEFENDANTS CUSTODY OR  
4   CONTROL. ORIGINALS ARE THE PROPERTY OF KAREN CLARKE AND IN HER  
5   CUSTODY FOR WHICH SHE HAS SOLE CONTROL AND ACCESS. MS. CLARKE HAS  
6   AGREED TO PROVIDE ORIGINALS HOWEVER THE INFORMATION IS NOT  
7   RELEVANT TO SUBJECT MATTER OF THE CASE BEFORE THIS COURT.

7   **PRODUCTION NO.2**

8   THE GREATER NEVADA CREDIT UNION ACCOUNT DOES NOT BELONG TO  
9   DEFENDANT, THEREFORE ANY STATEMENTS OR ACCESS TO STATEMENTS IS  
10   BEYOND CONTROL OF DEFENDANT.

10   **PRODUCTION NO. 3**

11   NO OTHER BANK STATEMENTS ARE ASSOCIATED WITH THE PAYMENT HISTORY.

12   **PRODUCTION NO. 4**

13   TO DEFENDANTS KNOWLEDGE THERE IS NO DOCUMENTATION OF  
14   COMMUNICATIONS WITH MR. SOETJE AND ANY SUCH COMMUNICATIONS ARE  
15   NOT RELEVANT TO THIS CASE.

15   **PRODUCTION NO. 5**

16   TO DEFENDANTS KNOWLEDGE THERE IS NO DOCUMENTATION OF  
17   COMMUNICATIONS WITH NEIL SCHULTZ EXCEPTING COURT FILINGS. AND LEASE  
18   AGREEMENT LEFT AT PROPERTY WITH HANDWRITTEN NOTATION FROM MR.  
19   SCHULTZ.

19   **PRODUCTION NO. 6**

20   COMMUNICATIONS WITH ALLIED FORECLOSURE SERVICE HAVE BEEN  
21   SUBMITTED FOR THE RECORD IN THE ANSWER AND COUNTERCLAIM FILED WITH  
22   THE COURT.



1 **PRODUCTION NO. 7**

2 COMMUNICATIONS WITH KAREN CLARKE HAVE ALREADY BEEN SUBMITTED AS  
3 PART OF THE RECORD INCLUDING THE QUITCLAIM DEED IN WHICH PROPERTY  
4 WAS DEEDED TO DEFEDANT.

5 **PRODUCTION NO. 8**

6 UTILITY AND PROPERTY TAX PAYMENT RECORDS ARE PUBLIC RECORDS AND  
7 NOT RELEVANT TO THIS CASE.

8 **PRODUCTION NO. 9**

9 DEFENDANTS PERSONAL FINANCES ARE NOT RELEVANT TO THIS CASE.  
10  
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SUMMARY

THE INFORMATION REQUESTED IS MOSTLY DATA FOR WHICH PLAINTIFF WOULD  
HAVE DETAILED RECORDS AND ARE ALSO REQUIRED FOR A NON-JUDICIAL  
FORECLOSURE HOWEVER, PLAINTIFF DID NOT INCLUDE HENCE, THE BASIS OF  
DEFENDANTS CLAIM FOR RELIEF AND SUMMARY JUDGMENT.

**CERTIFICATE OF MAILING**

I HEREBY CERTIFY THAT ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, I PLACED A TRUE AND CORRECT COPY OF THE FOREGOING IN THE UNITED STATES MAIL, WITH FIRST-CLASS POSTAGE PREPAID, ADDRESSED TO THE FOLLOWING:

JOHN S. BARTLETT, ESQ.

NV BAR 143

775 N. ROOP ST. SUITE 108

(775)841-6444

JOHNSBARTLETT@ATT.COM

*W. J. Smith  
Delivered  
10/30/19  
CONF*

DATED THIS 30<sup>th</sup> DAY OF October, 2019.

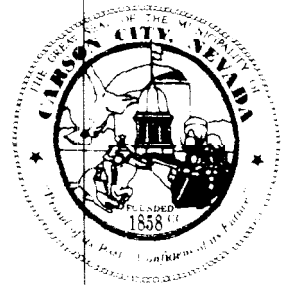
PURSUANT TO NRS 53.045, I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

*Thomas Cornwell*  
(SIGNATURE)

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

# EXHIBIT 24

# CARSON CITY UTILITIES



SERVICE ADDRESS			
2355 COLUMBIA WY			
ACCOUNT NUMBER	CYCLE-ROUTE	BILL DATE	PAST DUE
206905-24460	08-37	12/22/18	1/11/19
Total Current Charges			86.94
Balance Forward			868.93
TOTAL AMOUNT NOW DUE			955.87

ENTER AMOUNT PAID

\$

NO STAPLES OR PAPER TAPS PLEASE



NEIL E SCHULTZ  
PO BOX 994  
ZEPHYR COVE NV 89448-0994

000206905000024460000000955878

230

2355 COLUMBIA WY

DETACH HERE AND SEND TOP STUB WITH PAYMENT

SERVICE ADDRESS

ACCOUNT NUMBER	CYCLE-ROUTE	BILL DATE	PAST DUE
206905-24460	08-37	12/22/18	1/11/19

Rate Class : RESIDENTIAL

Last Bill Amount 225.39  
Payments .00  
Adjustments 643.54  
Balance Forward 868.93

Service Period	Days	Meter Number	Units	Current	Previous	Usage
11/15/18 12/17/18	32	00098838300	TGAL	101	97	4
Service Consumption				Charge		Total
SEWER FLAT RATE			11/15/18 12/17/18	40.45		40.45
BASE CHARGE				27.39		
FIRST 5,000 GALLONS			4.00	7.04		
TOTAL WATER						34.43
STORM WATER PROGRAM			11/20/18 12/20/18	5.69		5.69
RIGHT OF WAY TOLL-S				.40		.40
RIGHT OF WAY TOLL-W				.34		.34
SEWER LATE FEE			12/17/18			1.30
WATER LATE FEE			12/17/18			4.33
Total Current Charges						86.94
Balance Forward						868.93
TOTAL AMOUNT NOW DUE						

S=SEWER WW=WATER MULTI-UNIT W=WATER TGAL=1,000 GALLONS

SEE REVERSE FOR IMPORTANT INFORMATION

**FARMERS**  
INSURANCE

Represented By  
 DANIEL JUDE MCCRAW  
 FARMERS INSURANCE GROUP  
 1802 N CARSON ST #100  
 CARSON CITY NV 89701-1227

**PREMIUM PAYMENT NOTICE**

LTZ	LOAN NUMBER	PAYMENT DUE BY MAY 30, 2019	CURRENT AMOUNT DUE \$ 89.64
514305-01	DESCRIPTION COMMERCIAL MOBILE HOME	POLICY COVERAGE PERIOD FEB 4, 2019 TO FEB 4, 2020	

POLICYHOLDER

**YOUR REPRESENTATIVE**

NEIL SCHULTZ  
 PO BOX 994  
 PEPHYR COVE NV 89448

DANIEL JUDE MCCRAW  
 FARMERS INSURANCE GROUP  
 1802 N CARSON ST #100  
 CARSON CITY NV 89701-1227  
 (775) 882-2131

**PAYMENT INFORMATION**

Current Amount Due	Includes a \$2.00 service charge	<b>\$ 89.64</b>
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OR, TO PAY IN FULL, PAY \$ 717.12  
 THIS IS YOUR FOURTH OF ELEVEN PAYMENTS  
 FOR THE SCHEDULE OF FUTURE BILLS,  
 SEE REVERSE SIDE.

Have a question? Want to make a policy change? Just call your representative.  
 For more questions call our automated phone service, at 1-800-532-4221 available until midnight EST.  
 available during normal business hours to assist you with questions or to discuss your payment options.

Form 8500 12x06

**PAYMENT NOTICE FOR:**

NEIL SCHULTZ

cards show you signed up for automatic EFT.  
 will electronically withdraw your current  
 payment from your designated account  
 date shown here.

INSURANCE COMPANY  
 915  
 REAM IL 60132-0915

COMMERCIAL MOBILE HOME POLICY PAYMENT	
Policy Number:	<b>444-0019514305-01</b>
Amount Due:	<b>\$ 89.64</b>
Date Due:	<b>MAY 30, 2019</b>

*Thank You For Your Payment*

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This is a reminder that as of the date of this notice your account is past due in the amount of \$44.77. If you've made a payment, thank you. Please disregard this notice. If you would like to discuss a payment arrangement, please call us at (775) 834-4444 or visit us at [myenergy.com](http://myenergy.com).

You may have received a new billing statement with additional charges. However, there is a previous balance due for charges incurred prior to November 13, 2018. To avoid disconnection of service, you must pay the previous balance due. Failure to make this payment will result in the termination of your service. The previous balance must be paid before the termination date shown on this notice.

**YOU MUST PAY THE PREVIOUS BALANCE DUE OF \$484.77  
BY JANUARY 2, 2019 TO AVOID SERVICE DISCONNECTION.**

You may pay online at our website or any Shop & Pay or payment kiosk location. Please visit [www.energy.com](http://www.energy.com) for a complete list of locations. For credit and debit card payments, call (800) 899-1013. A processing fee will be charged for this service.

If your service is disconnected, you must pay the following amounts to restore your service:

- The previous balance due of \$484.77
- A reconnect fee of \$6 if the service can be remotely reconnected
- A reconnect fee of \$60 for same day and/or after hours or \$40 for next business day for a manual reconnection
- A security deposit and applicable late charges

Service is disconnected, payment must be received by 2 p.m. for service to be restored the same day.

After your service is restored, you will need to verify that your main breaker has been reset to its on position. Your meter may be disconnected and reconnected remotely. Please ensure your property is free from potential fire danger. Do not place items on your stove or other appliances or electronics that may lead to a fire when service is reconnected.

THANK YOU FOR YOUR IMMEDIATE ATTENTION

**Your Service will be TERMINATED on:**  
**January 3, 2019**

Previous balance due on or before:  
January 2, 2019 \$484.77

Account Number	20044350000750
Currency	USD
Product	200750

**Payment Options:**

Online at [mvenergy.com](http://mvenergy.com) or call (844) 343-3718  
At any of our authorized Shop & Pay locations  
By phone: (800) 809-1013 (debit/credit card)  
Do not mail payment

If anyone residing at this address is either disabled or age 62 or older, please call (775) 834-4444 or (800) 962-0399 to update your account information. Once the information is verified and the account is coded, an additional hand-delivered 48-Hour Notice will be provided prior to the disconnection of the service.

**See the reverse side for agencies  
that may help pay your bill.**

**Customer Service:** (775) 834-4444 or (800) 962-0399 Toll Free 24/7, excluding holidays **Emergencies:** (775) 834-4100

ACCOUNT NUMBER: 1000044251902807565

### 48-Hour Termination Notice

**Service 2355 COLUMBIA WAY**  
**Address: CARSON CITY, NV 89706**

<b>Previous balance due on or before:</b>	
<b>January 2, 2019</b>	<b>\$484.77</b>

DO NOT MAIL PAYMENT

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NEIL E SCHULTZ

PO BOX 994

ZEPHYR COVE NV 89448-0994



10175

Do Not Mail



NEIL E. SCHULTZ

2355 COLUMBIA WAY

12-28-2018

PAGE 1 OF 2

# NV Energy

Service Address: **NEIL E. SCHULTZ  
2355 COLUMBIA WAY  
CARSON CITY, NV 89706**



## FINAL BILL

**DATE DUE:** Jan 17, 2019  
**AMOUNT DUE:** \$415.64  
**Account:** 1000044251902807565  
**Customer Number:** 442519  
**Premises Number:** 280756  
**Billing Date:** Dec 28, 2018  
**Next Read Date:** Jan 15, 2019

### Account Summary

Previous Account Balance	623.08
Adjustment	285.00 CR
Electric Charges	77.56
<b>Current Amount Due</b>	<b>\$415.64</b>

A 1.50% late payment penalty or deposit may be applied if received after Jan 14, 2019.

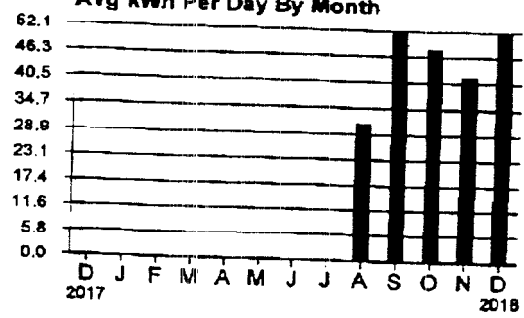
This is your final bill. Please subtract any amount that you've paid from the total amount due. If you need help with these charges, please call Customer Service at the number listed below.

Thank you for your payment. We look forward to serving you in the future.

### Historical Usage Data

No. Days	kWh	Avg kWh Per Day
14	729	52.1
30	1,251	41.7
This Month: \$5.64		

### Avg kWh Per Day By Month



### Electric Service

Service Type	Service Period From To	Bill Days	Meter Readings		Meter Mult.	Usage
			Previous	Current		
kWh	Dec 13, 2018 Dec 27, 2018	14	25,937	26,666	1	729
Option			729.000	kWh x 0.08860		\$4.74
Power Financing			729.000	kWh x 0.00098		0.71
Energy Program			729.000	kWh x 0.00365		2.66
Energy Charge			729.000	kWh x 0.00155		1.13
Charge			729.000	kWh x 0.00378 CR		2.76 CR
Fee						7.12
Charge				5%		3.68
			729.000	kWh x 0.00039		0.28

Service Amount **\$77.56**

### Charges & Adjustments

	285.00 CR
<b>Previous Charges &amp; Adjustments</b>	<b>\$285.00 CR</b>

- Continued on the back of this page -

Customer Service: (775) 834-4444 or (800) 962-0399 Toll Free 24/7, excluding holidays. Emergencies: (775) 834-4100

Please return this portion with payment - to ensure timely processing do not use staples or tape

# NV Energy

**ACCOUNT NUMBER:** 1000044251902807565

**Customer Number:** 442519

2355 COLUMBIA WAY  
CARSON CITY, NV 89706

**DATE DUE:** Jan 17, 2019

**AMOUNT DUE:** \$415.64

**Enter Amount Enclosed:**

**Payment Options:**  
Online at [nvenergy.com](http://nvenergy.com) or call (844) 343-3718  
At any of our authorized Shop & Pay locations  
By phone: (800) 808-1013 (debit/credit card)  
By mail: PO Box 30073, Reno, NV 89520-3073

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E. SCHULTZ  
X 994  
COVE NV 89448-0994



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# EXHIBIT 25

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

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.: 18 RP 00018 1B

) Dept. No. 2

21  
22 DECLARATION OF GEORGE SOETJE

23 I, George Soetje, hereby declare under penalty of perjury that the following facts are true  
24 and correct based on my own knowledge, and that if called upon to do so I would testify as to  
25 these facts in a court of law.

26 I am currently a resident of Idaho, residing at 8031 Lakeshore Drive, Sagle, Idaho.  
27 Before moving here in early <sup>2003</sup> ~~2018~~, I was a resident of Carson City, Nevada. In May 2003 I lent  
28 the sum of \$32,000.00 to Karen Lynn Clarke to finance her purchase of the property located at  
2355 Columbia Way, Carson City, Nevada from Marylynn Cavender. Ms. Clarke executed a  
promissory note dated May 2, 2003 in the face amount of \$32,000.00, which was secured by a  
deed of trust recorded on or about May 8, 2003.

The promissory note was modified thereafter on two occasions. On June 13, 2006 the  
note was modified to increase the principal balance of the note by \$1,500.00. On December 22,

1 2009, the note was modified to increase the principal balance by \$4,000.00, making the principal  
2 balance due at that time \$34,000.00. The monthly payment was increased to \$375.00 per month,  
3 with the interest rate increasing to 10% per annum. Ms. Clark fell behind in her payments after  
4 this second modification.

5 In May 2010 I offered Ms. Clarke a third modification. Under this modification, the  
6 principal balance increased to \$37,651.45 and the monthly payments increased to \$410.00. The  
7 modification called for 175 payments remaining. Ms. Clarke orally agreed to this modification,  
8 but did not any payments thereafter on her obligation to me.

9 In 2017 I was contacted by Thomas Cornwell, who informed me he was purchasing the  
10 property from Ms. Clarke and wished to know how much was owed on the note. After I  
11 informed him of what was owed I did not hear back from him. I have not received any payments  
12 from Thomas Cornwell on Ms. Clarke's promissory note or otherwise.

13 In March 2018 I sold the promissory note to Neil E. Schultz. The deed of trust was also  
14 assigned to Mr. Schultz.

15 DATED: 10/30/, 2019

16 George Soetje  
17 George Soetje  
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