

IN THE SUPREME COURT OF THE STATE OF NEVADA

DENNIS BAHAM, AN INDIVIDUAL,
Appellant(s),

vs.

BAYVIEW LOAN SERVICING, LLC, A
FOREIGN LIMITED LIABILITY
COMPANY; FIRST AMERICAN
TRUSTEE SERVICING SOLUTIONS,
LLC, A FOREIGN LIMITED LIABILITY
COMPANY; AND THE BANK OF NEW
YORK MELLON, F/K/A THE BANK OF
NEW YORK AS TRUSTEE FOR THE
CERTIFICATE HOLDERS OF CWALT,
INC., ALTERNATIVE LOAN TRUST
2005-2, MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 2005-2,
Respondent(s),

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Case No: A-19-795762-C
Consolidated with A-19-810458-C
Elizabeth A. Brown
Docket No: 82621 Clerk of Supreme Court

RECORD ON APPEAL VOLUME 1

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CASE NO: A-19-795762-C
Department 23

DISTRICT COURT

CLARK COUNTY, NEVADA

10 DENNIS BAHAM, an individual,
11 Plaintiff,

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14 Foreign Limited Liability Company; FIRST
15 AMERICAN TRUSTEE SERVICING
16 SOLUTIONS, L.L.C., a Foreign Limited
17 Liability Company; and BANK OF NEW
18 YORK MELLON f/k/a THE BANK OF NEW
19 YORK AS TRUSTEE FOR THE
20 CERTIFICATE HOLDERS OF CWALT,
21 INC., ALTERNATIVE LOAN TRUST 2005-
22 2, MORTGAGE PASS-THROUGH
23 CERTIFICATES, SERIES 2005-2,

24 Defendants.

COMPLAINT

**ARBITRATION EXEMPTION
CLAIMED:**

**Title to Real Estate and Injunctive Relief
Requested**

21 Plaintiff, Dennis Baham ("Plaintiff" or "Baham"), by and through his counsel of record,
22 Cogburn Law, alleges as follows:

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24 ...

25 ...

1 **I. JURISDICTION AND VENUE**

2 1. Jurisdiction in this matter is proper based on the subject of this matter being title to
3 the real property located at 6017 Guild Court, Las Vegas, Nevada, 89131 (APN 125-14-810-039)
4 and hereinafter referred to as the “Property.”

5 2. Venue in the Eighth Judicial District Court in and for the County of Clark, State of
6 Nevada, is proper pursuant to NRS 13.040.

7 **II. PARTIES**

8 3. Baham is a natural person who resides in Clark County, Nevada, at all times
9 relevant to the allegations herein.

10 4. Upon information and belief, Bayview Loan Servicing, LLC (“Bayview”), is and
11 was at all times relevant to this matter, a limited liability company organized under the laws of the
12 State of Delaware.

13 5. Upon information and belief, First American Trustee Servicing Solutions, L.L.C.
14 (“FATSS”), is and was at all times relevant to this matter, a limited liability company organized
15 under the laws of the State of Texas.

16 6. Upon information and belief, The Bank of New York Mellon Corporation, formerly
17 known as The Bank of New York as Trustee for the Certificate Holders of CWALT, Inc.,
18 Alternative Loan Trust 2005-2, Mortgage Pass-Through Certificates, Series 2005-2 (“BNY”), is
19 and was at all times relevant to this matter, a limited liability company organized under the laws
20 of the State of Delaware.

21 **III. GENERAL ALLEGATIONS**

22 7. Baham purchased the real property at 6017 Guild Court, Las Vegas, Nevada, 89131
23 (APN 125-14-810-039) in Clark County, Nevada (the “Property”) on or around December 23,
24 2004.

1 8. Bayview asserts it became the servicer of the Baham mortgage account (hereinafter
2 the (“Baham Bayview Collection Account”).

3 9. In the latter part of 2018, Baham researched Bayview’s licensing status using the
4 publicly accessible NFID license search website, wherein the public can learn the licensing status
5 of debt collection companies.

6 10. After searching the NFID website in the latter part of 2018, Baham discovered that
7 Bayview had not registered as a Collection Agency with the NFID.

8 11. Baham initiated a Complaint with the NFID asserting that Bayview was conducting
9 debt collection activities without being licensed as a debt collector in the State of Nevada (the
10 “NFID Bayview Complaint”).

11 12. The NFID Bayview Complaint was assigned case number 75722.

12 13. On January 31, 2019, the NFID sent correspondence to Baham, wherein the NFID
13 stated: “Bayview Loan Servicing LLC is now licensed by the NFID as of January 18, 2019. Please
14 be advised that Bayview Loan Servicing LLC is now permitted to engage in the collection activity
15 that was previously prohibited. Our licenses are valid as of the date licensed. Previous activity
16 conducted without a license is still considered unlicensed activity.”

17 14. Prior to January 18, 2019, Bayview was performing debt collection activities as to
18 Baham and other Nevada citizens wherein Bayview services mortgage account(s).

19 15. Specifically, Bayview sought payment on the Baham Bayview Collection Account
20 by way of demand for payment and exercising alleged rights in the Deed of Trust recorded against
21 the Baham Property.

22 16. Bayview impermissibly authorized foreclosure on the Property while unlicensed
23 with the NFID.

24 17. A sale date for the Property is scheduled for June 7, 2019.

25 . . .

CLAIM FOR RELIEF – INJUNCTIVE RELIEF

18. Plaintiff repeats and realleges the allegations hereinabove inclusively, as if set forth fully herein, and incorporates the same by reference.

19. Bayview was not licensed as a Collection Agency with the NFID when it directed the foreclosure on the Property to occur rendering all activities performed as a Collection Agency illegal.

20. Bayview became licensed as a Collection Agency on January 18, 2019, well after the initiation of foreclosure proceedings.

21. Baham has a probability of success on the merits, as Bayview is a “Collection Agency” as the term is defined by NRS 649.020(1).

22. Further, Baham has a probability of success on the merits as a Collection Agency is required to be licensed in the State of Nevada under NRS 649.075(1).

23. Further, Baham has a probability of success on the merits as a Collection Agency engages in deceptive trade practices if the Collection Agency is not licensed by the required agency. NRS 598.0923(1).

24. Without temporary, preliminary and permanent injunctive relief, Baham will suffer irreparable harm in the form of loss of the Property.

25. The public has an interest in Collection Agencies being registered with NFID prior to undertaking collection activities.

26. Baham requests that the status quo be preserved, and Bayview be enjoined from proceeding with foreclosure where Bayview was not licensed at the time the foreclosure process began.

27. Baham does not seek injunctive relief other than for the time period wherein Bayview was not licensed by the NFID.

28. As a direct and proximate cause of Defendants' actions, it has become necessary for Plaintiff to secure the services of an attorney, and Plaintiff is entitled to recover fees and costs incurred herein as special damages.

IV. PRAYER FOR RELIEF

Wherefore, Plaintiff prays for the judgment of this Court as follows:

1. For a temporary restraining order;
2. For a preliminary injunction and permanent injunction barring Bayview from collection activities while unlicensed as to the Property;
3. For a trial on the merits;
4. Costs of suit, pre-judgment interest, post-judgment interest, and attorney fees; and
5. Such other and further relief as is just and proper.

Dated this 29th day of May, 2019.

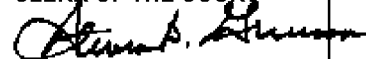
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DISTRICT COURT

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21 INC., ALTERNATIVE LOAN TRUST 2005-
22 2, MORTGAGE PASS-THROUGH
23 CERTIFICATES, SERIES 2005-2,

24 Defendant.

INITIAL APPEARANCE FEE
DISCLOSURE

21 Pursuant to NRS Chapter 19, as amended by Senate Bill 106, filing fees are submitted for
22 parties appearing in the above-entitled action as indicated below:

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Dennis Baham\$270.00

TOTAL REMITTED.....\$270.00

Dated this 30th day of May, 2019.

COGBURN LAW

By: /s/Erik W. Fox
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DISTRICT COURT

CLARK COUNTY, NEVADA

DENNIS BAHAM, an individual,

Plaintiff,

vs.

BAYVIEW LOAN SERVICING, LLC, a
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AMERICAN TRUSTEE SERVICING
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YORK MELLON f/k/a THE BANK OF NEW
YORK AS TRUSTEE FOR THE
CERTIFICATE HOLDERS OF CWALT,
INC., ALTERNATIVE LOAN TRUST 2005-
2, MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 2005-2,

Defendants.

Case No.:
Dept. No.:

**PLAINTIFF'S EX PARTE MOTION
FOR TEMPORARY RESTRAINING
ORDER AND PRELIMINARY
INJUNCTION**

Plaintiff, Dennis Baham ("Plaintiff" or "Baham"), by and through his counsel of record,
Cogburn Law, hereby applies and moves this court for a temporary restraining order enjoining
Defendants Bayview Loan Servicing, LLC ("Bayview"); First American Trustee Servicing
Solutions, L.L.C. ("FATSS"); and Bank of New York Mellon, formerly known as The Bank of
New York as Trustee for the Certificate Holders of CWALT, Inc., Alternative Loan Trust 2005-2,

1 Mortgage Pass-Through Certificates, Series 2005-2 (“BNY”) (collectively “Defendants”), and
2 their successors in interest, agents, servants, employees, and all other persons acting in concert and
3 participating with them directly or indirectly from foreclosing on the certain real property
4 described as APN 125-14-810-039, located at 6017 Guild Court, Las Vegas, Nevada, 89131 (the
5 “Subject Property”)

6 This Motion is made and based upon the papers and pleadings on file herein, the following
7 Memorandum of Points and Authorities, supporting declarations, any exhibits attached hereto, and
8 any oral argument the Court may choose to entertain.

9 Dated this 30th day of May, 2018.

10 COGBURN LAW

11 By: /s/Erik W. Fox
12 Jamie S. Cogburn, Esq.
13 Nevada Bar No. 8409
14 Erik W. Fox, Esq.
15 Nevada Bar No. 8804
2580 St. Rose Parkway, Suite 330
Henderson, Nevada 89074
Attorneys for Plaintiff

16 **SUPPORTING DECLARATION OF ERIK W. FOX, ESQ.**

17 Erik W. Fox, declares as follows:

18 1. I am duly licensed to practice law in the State of Nevada and am currently an
19 Associate with Cogburn Law, counsel for Plaintiff, Dennis Baham, in the above-captioned matter.
20 I have personal knowledge of the facts stated herein, except for those stated upon information and
21 belief, and as to those, I believe them to be true. I am competent to testify as to the facts stated
22 herein in a court of law and will so testify if called upon.

23 2. I make this Declaration in support of Plaintiff’s Ex Parte Motion for Temporary
24 Restraining Order and Preliminary Injunction, pursuant to NRCP 65, to certify what efforts I have
25 made to give notice to opposing parties.

1 3. The issues surrounding this matter is the pending foreclosure on June 7, 2019, of
2 Plaintiff's residence.

3 4. Between May 16, 2019, and May 21, 2019, Jamie K. Combs, Esq., counsel for
4 Bayview in the related matter regarding the foreclosure mediation process (Case No. A-18-
5 775019-FM), discussed via an exchange of emails whether a stay related to the pending foreclosure
6 was possible.

7 5. The issue at hand in this matter was not yet ripe when the related matter was
8 determined and only became ripe after issuance of correspondence in late January 2019 regarding
9 Bayview's conduct of unlicensed collection activity in the State of Nevada.

10 6. Bayview proposed terms that would have limited Plaintiff's rights in the Property
11 moving forward, rendering an agreement untenable.

12 7. A restraining order and injunction are necessary to preserve the status quo, whilst
13 this Court determines if Bayview, as a unlicensed Collection Agency, was entitled to proceed with
14 foreclosure.

15 8. If this matter is not heard on an emergency ex parte basis, Baham will lose his
16 property to foreclosure sale.

17 9. The impact on Defendants is minimal as the foreclosure sale can be renoticed for a
18 later date.

19 Pursuant to NRS § 53.045, I declare under penalty of perjury under the laws of the State of
20 Nevada that the foregoing is true and correct.

21 Dated this 30th day of May, 2019.

22
23 /s/Erik W. Fox
24 Erik W. Fox, Esq.
25 ...

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Baham is entitled to a ruling from this Court quieting title to the Subject Property in his favor. Further, the Court must grant a restraining order and injunction preventing Defendants from foreclosing on the Subject Property until such time as this Court can enter a ruling on Plaintiff's claims for quiet title and declaratory judgment.

II. STATEMENT OF FACTS¹

Baham is the owner 6017 Guild Ct, Las Vegas, Nevada, 89131 (APN#: 125-14-810-039) (hereinafter the "Subject Property"). Bayview, through the appointed Trustee, caused a Notice of Default & Election to Sell to be recorded on April 26, 2018 (Instr. No.: 201804260001051). Bayview was not a licensed debt collector in the State of Nevada prior to January 18, 2019.² The Nevada Financial Institutions Division completed an investigation into Bayview's licensing status and informed Baham that any collection activity prior to January 18, 2019, by Bayview was not licensed collection activity. As Bayview was not a licensed Collection Agency in the State of Nevada prior to January 18, 2019, all activities taken by Bayview were illegal. To wit, the action of collection via the exercising of a security right prior to January 18, 2019, was improper and illegal. A foreclosure sale for the Property is set for June 7, 2019.

III. LEGAL ARGUMENT

An injunction is necessary to preserve Plaintiff's rights in the Property where Bayview initiated the collection activity of foreclosure while Bayview was not licensed to do so in the State of Nevada. If an injunction is not granted, the foreclosure sale will occur and Plaintiff will lose his home, resulting in irreparable harm. Injunctive relief staying the foreclosure sale until a

¹ The facts are supported by the Declaration of Dennis Baham, attached as **Exhibit 1**.

² See Correspondence regarding Bayview licensing, attached as **Exhibit 2**.

determination of the respective rights of the parties can be made is the only mechanism that will preliminarily protect the ownership rights of the Plaintiff.

A. TEMPORARY RESTRAINING ORDER AND PRELIMINARY INJUNCTION STANDARD

NRCP 65 authorizes this Court to issue a temporary restraining order and preliminary injunctions. A temporary restraining order or a preliminary injunction may be granted in the following cases, pursuant to N.R.S. 33.010:

1. When it shall appear by the complaint that the plaintiff is entitled to the relief demanded, and such relief or any part thereof consists in restraining the commission or continuance of the act complained of, either for a limited period or perpetually.
2. When it shall appear by the complaint or affidavit that the commission or continuance of some act, during the litigation, would produce great or irreparable injury to the plaintiff.
3. When it shall appear, during the litigation, that the defendant is doing or threatens, or is about to do, or is procuring or suffering to be done, some act in violation of the plaintiff's rights respecting the subject of the action, and tending to render the judgment ineffectual.

Injunctive relief is a device for preserving the status quo and preventing irreparable loss of rights before judgment. *Sierra On-Line, Inc. v. Phoenix Software, Inc.*, 739 F.2d 1415, 1422 (9th Cir. 1984). While there is no defined burden of proof that must be met for injunctive relief, case law identifies four factors to be weighted, individually or collectively, as follows: (1) the threat of irreparable harm; (2) the relative interests of the parties; (3) the plaintiff's likelihood of success on the merits; and (4) the interest of the public. *See Sobol v. Capital Management Consultants, Inc.*, 102 Nev. 444, 726 P.2d 335 (1986); *Coronet Homes, Inc. v. Mylan*, 84 Nev. 435, 442 P.2d 901 (1968); *Ellis v. McDaniel*, 95 Nev. 455, 596 P.2d 222 (1979); *Dasco, Inc. v. American City Bank & Trust Co.*, 429 F.2d 767, 769 (D. Nev. 1979).

A temporary injunction and a preliminary injunction are available even if a party only shows that there is a "reasonable probability of success on the merits" and shows that if

Defendants' conduct is allowed to continue, irreparable harm will result for which compensatory damages is an inadequate remedy. *See Sobol*, 102 Nev. 444, 726 P.2d 335 (1986); *Christensen v. Chromalloy American Corp.*, 99 Nev. 34, 656 P.2d 844 (1983); *Dixon v. Thatcher*, 103 Nev. 414, 742 P.2d 1029 (1987).

1. Irreparable Harm Warrants Injunction Relief

If the foreclosure sale on the Subject Property is allowed to occur, Plaintiff will lose that property. Clearly the harm is irreparable considering real property is unique in nature.

The impact on Plaintiff, should a sale be allowed to proceed, is dramatic and financially devastating; he will lose his interest in the Subject Property. By comparison, the impact of injunctive relief on Defendants is merely to delay its disposition of its interests acquired as a result of a default on the property until the issues before this Court can be determined. Consequently, there is no financial harm to Defendants if a restraining order and injunction are implemented; their interest in the Subject Property is preserved. Conversely, should injunctive relief be denied, Plaintiff will suffer irreparable harm.

2. Plaintiff Has Likelihood of Success on the Merits

A temporary restraining order or preliminary injunction to preserve the status quo is clearly available after a showing that the party seeking it enjoys a "reasonable probability" of success on the merits. *Christiansen v. Chromalloy American Corp.*, 99 Nev. 34, 656 P.2d 844 (1983).

The analysis for this matter is simple. "Collection agency" means all persons engaging, directly or indirectly, and as a primary or a secondary object, business or pursuit, in the collection of or in soliciting or obtaining in any manner the payment of a claim owed or due or asserted to be owed or due to another." NRS 649.020(1). Whereas, NRS 649.075(1) makes it illegal to conduct the activities of a Collection Agency where the agency is unlicensed:

Except as otherwise provided in this section, **a person shall not conduct within this State a collection agency** or engage within this State in the business of collecting claims for others, or of soliciting the right to collect or receive payment

1 for another of any claim, or advertise, or solicit, either in print, by letter, in person
2 or otherwise, the right to collect or receive payment for another of any claim, or
3 without having first applied for and obtained a license from the Commissioner.

4 (Emphasis added). Bayview understood this eventually and sought to become licensed with the
5 NFID. Where Bayview did not become licensed until January 18, 2019, the initiation of the
6 foreclosure was illegal in that Bayview was not a licensed Collection Agency.

7 **3. The Relative Interests of the Parties Supports Injunctive Relief**

8 One of the most significant considerations of this Court in deciding whether or not to issue
9 injunctive relief is with regard to the relative interest of the parties. Essentially, the main question
10 this Court must answer is how much damage the Plaintiff will really suffer if the restraint is denied
11 versus the hardship to the Defendants if the injunctive relief is granted. *Home Finance Co. v.*
12 *Balcom*, 61 Nev. 301, 127 P.2d 389 (1942); *see also Ottenheimer v. Real Estate Division*, 91 Nev.
13 338, 535 P.2d 1284 (1975).

14 Here, Defendant still maintains its ability to assert its security interest in the Property. On
15 the other hand, Plaintiff stands to permanently lose the entirety of his interest if Defendants are
16 able to foreclose. Thus, one party is irreparably harmed by a foreclosure sale, while the other party
17 obtains an unjust windfall at the first party's expense.

18 Under these circumstances, injunctive relief is the only protection available for the Plaintiff
19 with respect to his interest in the Property and maintains the same until the rights and obligations
20 under the modification agreement can be finally determined.

21 **B. PRELIMINARY INJUNCTION SHOULD BE GRANTED**

22 A preliminary injunction is to preserve the status quo, which is normally available upon a
23 demonstration that the party seeking it has a reasonable probability of success on the merits and
24 that the party requesting such relief will receive irreparable harm from the actions and/or conduct
25 of the opposing party. *Pickett v. Comanche Construction Co.*, 108 Nev. 422, 836 P.2d 42 (1992).

1 The grant or denial of a preliminary injunction is a question that is addressed by the discretion of
2 the district court. *Boyes v. Valley Bank*, 101 Nev. 287, 701 P.2d 1008 (1985). These factors have
3 been discussed and compellingly demonstrate the need for injunctive relief.

4 **C. PLAINTIFF SHOULD ONLY BE REQUIRED TO POST A NOMINAL OR**
5 **NO BOND**

6 NRCP 65(c) provides that no temporary injunction or preliminary injunction shall issue
7 unless the applicant has posted security, in such a sum as the Court deems proper. However, the
8 security is “for payment of such costs and damages as may be incurred or suffered by any party
9 who is found to have been wrongfully enjoined or restrained.” NRCP 65(c). *See also American*
10 *Bonding Co. v. Roggen Enters.*, 109 Nev. 588, 854 P.2d 868 (1993) (holding that the purpose of
11 the bond is for damages resulting from a wrongful injunction, not from damages before the
12 injunction).

13 Assuming *arguendo* that upon a final determination of the merits, Defendants were to
14 prevail; the requested injunction will have no prejudicial effect whatsoever. In that case,
15 Defendants could merely proceed with rescheduling the sale. Defendants still maintain a security
16 interest in the Subject Property. As such, Plaintiff cannot sell the Subject Property and thereby
17 undermine Defendants’ security interests.

18 Under the circumstances of this particular case, including the lack of any potential costs or
19 damages to Defendants, Plaintiff respectfully requests that this Court order a nominal bond in the
20 amount of \$500.00.

21 **D. ACTS TO BE RESTRAINED**

22 A temporary restraining order and preliminary injunction are being requested to prevent
23 Defendants from foreclosing on the Subject Property, and causing the sale thereof, until such time
24 as the legal rights of the parties can be determined.

1 **IV. CONCLUSION**

2 Based on the foregoing, Plaintiff respectfully requests that this Court grant his Ex Parte
3 Motion for Temporary Restraining Order and Preliminary Injunction enjoining Defendants, and
4 their successors in interest, agents, servants, employees, and all other persons acting in concert and
5 participating with them directly or indirectly from foreclosing on the certain real property
6 described as APN 125-14-810-039, located at 6017 Guild Court, Las Vegas, Nevada, 89131.

7 Dated this 30th day of May, 2019.

8 COGBURN LAW

9
10 By: /s/Erik W. Fox
11 Jamie S. Cogburn, Esq.
12 Nevada Bar No. 8409
13 Erik W. Fox, Esq.
14 Nevada Bar No. 8804
15 2580 St. Rose Parkway, Suite 330
16 Henderson, Nevada 89074
17 *Attorneys for Plaintiff*
18
19
20
21
22
23
24
25

Exhibit 1

DECLARATION OF DENNIS BAHAM

I, Dennis Baham, declares as follows:

1. I am over the age of 18 years and have personal knowledge of the facts stated herein, except for those stated upon information and belief, and as to those, I believe them to be true. I am competent to testify as to the facts stated herein in a court of law and will so testify if called upon.

2. I am the owner of a parcel of residential real property located at 6017 Guild Court, Las Vegas, Nevada, 89131 (APN 125-14-810-039) (the "Property").

3. The Property was purchased by me on or about December 23, 2004.

4. A Deed of Trust ("DOT") was recorded on the same day wherein Countrywide Home Loans, Inc., was identified as the "Lender" and the Mortgage Electronic Registration Systems, Inc., ("MERS") was identified as the "Beneficiary."

5. On or about January 25, 2012, an Assignment of the Deed of Trust recorded purportedly assigned its beneficial interest in the DOT to Bank of New York Mellon fka The Bank of New York as Trustee for the Certificate Holders of CWALT, Inc., Alternative Loan Trust 2005-2, Mortgage Pass-Through Certificates, Series 2005-2 (collectively "BNY").

6. On or about January 10, 2018, Bayview Loan Servicing, LLC, was appointed by BNY to service the Baham loan, among others.

7. On or about May 21, 2018, BNY Mellon responded to my inquiry about the nature and identify of the identity of the investor in the transaction.

8. BNY Mellon wrote to me at my Guild Ct. address and indicated, "we were unable to identify any loan under your name or for the property address you provided." See copy of BNY Correspondence, a true, correct and authentic copy of which is attached as *Exhibit 1* to this document.

1 9. Bayview has directed the foreclosure sale of the Property to occur, with the
2 recording of a Notice of Trustee Sale and a sale date of June 6, 2019.

3 10. On May 16, 2019, a Notice of Trustee Sale was posted on my door showing an
4 anticipated sale date of my property for June 6, 2019.

5 11. I preserved the document with the blue tape used to tape the document to the door.
6 Attached as ***Exhibit 2*** to this Declaration, is a true, correct and authentic copy of the Notice of
7 Trustee Sale posted to my door.

8 12. The Notice of Trustee Sale was unsigned and not notarized.

9 13. Further, on May 15, 2019, a representative of Bank of America provided by a copy
10 of a Bailee Agreement between Bank of America and Bayview Loan Servicing, Inc.

11 14. The document is dated 1-15-2015 and indicates that Bayview does not possess a
12 security interest in the Property.

13 15. Bank of America has not serviced my loan since December 2012.

14 16. A true, correct and authentic copy of the Bailee Agreement is attached as ***Exhibit***
15 ***3.***

16 17. If the property is lost to foreclosure, the purpose of my appeal will be defeated and
17 I have no other avenue to address my position with the Court in order to preserve the status quo.

18 18. As such, a temporary or preliminary injunction is necessary to preserve the status
19 quo.

20 19. The Notice of Trustee Sale was recorded after the appeal filed in this matter by
21 Recontrust on behalf of Countrywide in 2008 (Instr. No. 200810160005236).

22 20. The sale was scheduled, but never took place because I contacted Countrywide to
23 discuss the situation. The Countrywide representative explained to me that "it's my lucky day"
24 and "this is not right" because under the credit-default swap arrangement Countrywide had been
25 paid for the loan.



Dennis Baham

Exhibit 1



BNY MELLON

May 21, 2018

Dennis Baham
6017 Guild Ct
Las Vegas, NV 89131

Dear Dennis Baham,

We are in receipt of your inquiry regarding verification forms. Please note that the forms you provided were not generated by our servicing office and we were unable to identify any loans under your name or for the property address you provided. It is possible that our office does not service your loan. We recommend contacting our Corporate Office at 1-412-234-5000 for further assistance.

If you have any further questions, please call our Customer Service Department at 1-800-264-5344.

Sincerely,

Research Department

BNY Mellon Center, 1 Corporate Drive, Suite 360, Lake Zurich, IL 60047

Exhibit 2

the highest bidder has been issued.

You may either: (1) terminate your lease or rental agreement and move out; or (2) remain and possibly be subject to eviction proceedings under chapter 40 of the Nevada Revised Statutes. Any subtenants may also be subject to eviction proceedings.

Between now and the date of the sale, you may be evicted if you fail to pay rent or live up to your other obligations to the landlord.

After the date of the sale, you may be evicted if you fail to pay rent or live up to your other obligations to the successful bidder, in accordance with chapter 118A of the Nevada Revised Statutes.

Under the Nevada Revised Statutes eviction proceedings may begin against you after you have been given a notice to surrender.

If the property is sold and you pay rent by the week or another period of time that is shorter than 1 month, you should generally receive notice after not less than the number of days in that period of time.

If the property is sold and you pay rent by the month or any other period of time that is 1 month or longer, you should generally receive notice at least 60 days in advance.

Under Nevada Revised Statutes 40.280, notice must generally be served on you pursuant to chapter 40 of the Nevada Revised Statutes and may be served by:

- (1) Delivering a copy to you personally in the presence of a witness, unless service is accomplished by a sheriff, constable or licensed process server, in which case the presence of a witness is not required;*
- (2) If you are absent from your place of residence or usual place of business, leaving a copy with a person of suitable age and discretion at either place and mailing a copy to you at your place of residence or business and to the place where the leased property is situated, if different; or*
- (3) If your place of residence or business cannot be ascertained, or a person of suitable age or discretion cannot be found there, posting a copy in a conspicuous place on the leased property and mailing a copy to you at the place where the leased property is situated.*

If the property is sold and a landlord, successful bidder or subsequent purchaser files an eviction action against you in court, you will be served with a summons and complaint and have the opportunity to respond. Eviction actions may result in temporary evictions, permanent evictions, the awarding of damages pursuant to Nevada Revised Statutes 40.360 or some combination of those results.

Under the Justice Court Rules of Civil Procedure:

- (1) You will be given at least 10 days to answer a summons and complaint;*
- (2) If you do not file an answer, an order evicting you by default may be obtained against you;*
- (3) A hearing regarding a temporary eviction may be called as soon as 11 days after you are served with the summons and complaint; and*
- (4) A hearing regarding a permanent eviction may be called as soon as 20 days after you are served with the summons and complaint.*

APN: 125-14-810-039

Recording Requested by :
First American Title Insurance Company

When Recorded Mail To:
First American Trustee Servicing Solutions, LLC
4795 Regent Blvd, Mail Code 1011-F
Irving, TX 75063

TS No. : NV1400259949
TSG Number: 8457622
FHA/VA/PMI No:

NOTICE OF TRUSTEE'S SALE

YOU ARE IN DEFAULT UNDER A DEED OF TRUST, DATED 12/21/2004. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

On 06/07/2019 at 09:00 A.M., First American Trustee Servicing Solutions, LLC, as duly appointed Trustee under and pursuant to Deed of Trust recorded 12/23/2004, as Instrument No. 20041223-0002350, in book , page , of Official Records in the office of the County Recorder of CLARK County, State of Nevada. Executed by:

DENNIS BAHAM

WILL SELL AT PUBLIC AUCTION TO HIGHEST BIDDER FOR CASH, CASHIER'S CHECK/CASH EQUIVALENT or other form of payment authorized, (Payable at time of sale in lawful money of the United States) At the front entrance to Nevada Legal News located at 930 So. Fourth Street, Las Vegas, NV
All right, title and interest conveyed to and now held by it under said Deed of Trust in the property situated in said County and State described as: AS MORE FULLY DESCRIBED IN THE ABOVE MENTIONED DEED OF TRUST APN# 125-14-810-039

The street address and other common designation, if any, of the real property described above is purported to be:

6017 GUILD CT, LAS VEGAS, NV 89131-2331

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES.

TS No.:

NV1400259949

TSG Number:

8457622

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein. Said sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by said Deed of Trust, with interest thereon, as provided in said note(s), advances, if any, under the terms of said Deed of Trust, fees, charges and expenses of the Trustee and of the trusts created by said Deed of Trust. The total amount of the unpaid balance of the obligation secured by the property to be sold and reasonable estimated costs, expenses and advances at the time of the initial publication of the Notice of Sale is \$ **933,533.83**. The beneficiary under said Deed of Trust heretofore executed and delivered to the undersigned a written Declaration of Default and Demand for Sale, and a written Notice of Default and Election to Sell. The undersigned caused said Notice of Default and Election to Sell to be recorded in the County where the real property is located.

THIS PROPERTY IS SOLD AS-IS, THE LENDER AND ITS ASSETS ARE UNABLE TO VALIDATE THE CONDITION, DEFECTS OR DISCLOSURE ISSUES OF SAID PROPERTY AND BUYER WAIVES THE DISCLOSURE REQUIREMENT UNDER NRS 113.130 BY PURCHASING THIS SALE AND SIGNING SAID RECEIPT.

If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee or the Mortgagee's attorney.

First American Trustee Servicing Solutions, LLC MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED MAY BE USED FOR THAT PURPOSE.

Date: _____

First American Trustee Servicing Solutions, LLC
4795 Regent Blvd, Mail Code 1011-F
Irving, TX 75063
Fax Only : (817) 699-1487
FOR TRUSTEE'S SALE INFORMATION PLEASE CALL 800-280-2832

State of Texas
County of Dallas

Before me _____, a Notary Public, on this day personally appeared

_____, known to me to be the person whose name is subscribed to therefore going instrument and acknowledged to me that this person executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this day of _____

Witness my hand and official seal

Signature : _____

EXHIBIT A

TS No: NV1400259949

TSG Number: 8457622

PARCEL I: LOT 39 IN BLOCK A OF FINAL MAP OF ELKHORN/JONES, A RESIDENTIAL PLANNED DEVELOPMENT AS SHOWN BY MAP THEREOF ON FILE IN BOOK 114 OF PLATS, PAGE 14, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA. EXCEPTING THEREFROM A NONEXCLUSIVE EASEMENT OF ACCESS, INGRESS, EGRESS, USE AND ENJOYMENT OF, IN, TO AND OVER THE ASSOCIATION PROPERTY AS DELINEATED ON THE PLAT MAP REFERRED TO ABOVE AND FURTHER DEFINED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CANYON MIST ESTATES RECORDED JANUARY 12, 2004 IN BOOK 20040112 AS DOCUMENT NO. 02925 OF OFFICIAL RECORDS, AS THE SAME MAP FROM TIME TO TIME BE AMENDED AND/OR SUPPLEMENTED IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL II: A NONEXCLUSIVE EASEMENT OF ACCESS, INGRESS, EGRESS, USE AND ENJOYMENT OF, IN, TO AND OVER THE ASSOCIATION PROPERTY AS DELINEATED ON THE PLAT MAP AND FURTHER DEFINED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CANYON MIST ESTATE RECORDED JANUARY 12, 2004 IN BOOK 20040112 AS DOCUMENT NO. 02925, AND AS THE SAME MAY FROM TIME TO TIME BE AMENDED AND/OR SUPPLEMENTED IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, WHICH EASEMENT IS APPURTENANT TO PARCEL ONE (1).

Exhibit 3

Bank of America



Home Loans

Fax Transmittal

The following information is **PERSONAL & CONFIDENTIAL** and is provided exclusively to the individual addressed on this Transmittal Cover Letter.

Date: Wednesday, May 15, 2019 3:32:58 PM

To: dennis baham **Pages:** 04

To Fax #: [REDACTED] **To Phone:**

From: LIEBERS, JACOB (JAKE)

From Fax #: **From Phone:**

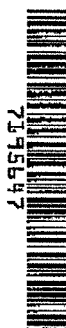
Comments:

Confidentiality Notice: The information contained in and transmitted with this communication is strictly confidential, is intended only for the use of the intended recipient, and is the property of Bank of America Home Loans or its affiliates and subsidiaries. If you are not the intended recipient, you are hereby notified that any use of the information contained in or transmitted with the communication or dissemination, distribution, or copying of this communication is strictly prohibited by law. If you have received this communication in error, please immediately return this communication to the sender and destroy the original message or any copy of it in your possession. Thank You.

Updated 01-15-2013

BANK OF AMERICA, N.A.
Document Transmittal Report
Transmittal # 007155617
Agreement # 262764

Original Signed Documents Delivered:



7515647

2365623

TO:

BAYVIEW LOAN SERVICES, LLC
4425 POUCE DE LEON BLVD
CORAL GABLES FL 33146

Loan No	Loan Number	Mortgage No	File No	Doc File/Document No	Letter Loan For Type	Instance CMT/BL Number	INV XPRN/ Status	Loan Number	Inv. Acct Number	Property	Acct Date
6	55233182	SAHMX	D	CF	COLLATERAL FILE	9010566	01/01/2005	SV SOLD	06233182	6017 GRIDO CT DAB WASH, NY 09131	

D1 TITLE/PLCY 601 Original
D2 DT/MRG 601 Origina
D8 IMTRASN 103 Photocopy Assign 001 From Mortgage Subject to THE BANK OF NEW
XCD KODPACK 102 Origina
XCD KODPACK 103 Origina
X Note 101 Indorse

Dear Bailly Requesting Documents:

You requested original loan documents in connection with services that you are providing to Bank of America, N.A. ("BANA"). The original signed documents indicated above ("Documents") are hereby being delivered to you, and there also may be copies of other documents enclosed herewith.

By signing this Bailly Letter Agreement ("Agreement"), (a) you confirm receipt of the Documents, and that you request for and possession of the Documents is appropriate and necessary in connection with the services that you are providing to BANA; (b) you certify that you shall take all the reasonable measures to protect and preserve the Documents while they are in your possession, custody, or control and the Documents shall remain in your custody and control unless (1) filed with the appropriate court; (2) returned to BANA in accordance herewith; or (3) sent to another party as expressly directed by BANA in writing; (c) you agree that you do not have any security interest in the Documents, you agree to waive any interest you may acquire therein at any time, whether arising pursuant to law or otherwise, and you agree you may not retain the Documents for any reason (including but not limited to monies being owed to you) without BANA's express authorization and such authorization may be revoked by BANA at any time at BANA's sole discretion; (d) you agree to return the Documents to BANA at the address stated below (or another address provided by BANA to you in writing) via overnight or certified mail (with proof of delivery) immediately upon (1) demand; (2) completion or cancellation of the proceeding (where applicable); (3) conclusion of the performed service; and/or (4) your retention of the Documents no longer being necessary for the purpose in which they were requested; and (e) you agree that a copy of this Agreement may be used for all purposes, including the "best evidence" rule as if it were original.

Agreement # 262764

Attorney/Trustee Instructions:

Please immediately review the documents received with this Agreement and the Inventory of documents listed above. Your response is required within three days of receipt. If there are any discrepancies, you shall notify Collateral Monitoring in writing at the contact email address provided below. If there are no discrepancies, sign this Agreement, upload a copy of it into LPS Desktop (this applies to law firms and trustees that have access to LPS Desktop), and place the original Agreement in the file with the Documents

When returning the Documents, please send them to the address listed below:

MSC TX2-979-01-39

ATTN DOCUMENT MANAGEMENT

BAKX OF AMERICA

4500 AMON CARTER BLVD

FORT WORTH TX 76155-2202

Contact email:

Collateral Monitoring

collateral.monitoring@bankofamerica.com

Subscriber Instructions:

Please immediately review the documents received with this Agreement and the Inventory of Documents listed above. Your response is required within seven days of receipt. If there are any discrepancies, you shall notify Collateral Monitoring in writing at the contact email address provided below. If there are no discrepancies, sign this Agreement and return a copy of the original Agreement to the following email address and place the original Agreement in the file with the Documents.

Email address for return copy of executed Original Online Letter Agreement:

Contact email:

When returning the Documents, please send them to the address below:

subscriber.alerts@bankofamerica.com

Collateral Monitoring:

collateral.monitoring@bankofamerica.com

MSC TX2-979-01-39

ATTN DOCUMENT MANAGEMENT

BAKX OF AMERICA

4500 AMON CARTER BLVD

FORT WORTH TX 76155-2202

You are requesting the Documents in connection with services that you provide to DATA, and the terms and conditions of those services are covered by a separate agreement ("Services Agreement"). This Agreement is intended to supplement the services agreement, and all provisions in the services agreement are hereby incorporated herein and fully apply to the terms of this Agreement. DATA and you intend both such agreements to be read together and interpreted as consistent with each other to the fullest extent possible. If any provisions of this Agreement conflict with any provisions of the services agreement, the provisions of this Agreement shall control strictly on the narrow subject of this Agreement.

ROUTED BY: DMS-RELEASE/REINSTATEMENT FT. WORTH/ZKWTUX
ROUTED ON: 2018-06-19 8:24:51
PRINT DATE: 2018-06-19 12:23:46

Sincerely,
Park of America, N.A.

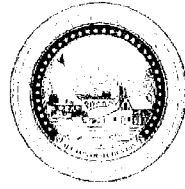
You hereby acknowledge receipt of the Documents listed above and AGREE TO ACT AS BAILOR on the terms set forth above, and the undersigned hereby represents that he/she is an authorized representative of you.

Entity Name: Payview Loan Servicing, LLC
By: *Theresa Stangor*

Robert Paul Henrichs

Printed Name: Maria Gonzalez
Date: JUN 21 2018
Page: 3

Exhibit 2



CLIFFE BRIDGEMAN
Governor

DEPARTMENT OF FINANCIAL INSTITUTIONS

NEVADA FINANCIAL INSTITUTIONS DIVISION

MICHAEL E. BROWNE
Director

ROBERT L. HARRIS
Comptroller

January 31, 2019

Dennis Baham
601 Guild Ct.
Las Vegas, NV 89131

Subject: Complaint against Bayview Loan Servicing LLC, Reference 75722

Dear Mr. Baham:

We are in receipt of a response to your complaint against Bayview Loan Servicing LLC. This response has been reviewed by our office and has been attached for your review.

Please be advised that the Nevada Financial Institutions Division (NFID) does not provide legal advice.

As mentioned to you, Bayview Loan Servicing LLC is now licensed by the NFID as of January 18, 2019. Please be advised that Bayview Loan Servicing LLC is now permitted to engage in the collection activity that was previously prohibited. Our licenses are valid as of the date licensed. Previous activity conducted without a license is still considered unlicensed activity.

You may contact me at 702-486-4120 if you have any further questions or concerns.

Sincerely,

Julie Hanevold
Supervisory Examiner

Attachment: Responses from Bayview Loan Servicing LLC.

LAS VEGAS
Office of the Commissioner
3300 W. Sahara Avenue, Suite 250
Las Vegas, NV 89102
(702) 486-4120 Fax (702) 486-4563

NORTHERN NEVADA
Examination & CFA Office
1755 East Plumb Lane, Ste 243
Reno, NV 89502
(775) 688-1730 Fax (775) 688-1735
Web Address: <http://fd.nv.gov>

CARSON CITY
Licensing Office
183C College Parkway, Suite 100
Carson City, NV 89706
(775) 684-2570 Fax (775) 684-2577

COGBURN LAW
2580 St. Rose Parkway, Suite 330, Henderson, Nevada 89074
Telephone: (702) 748-7777 | Facsimile: (702) 966-3880

COGBURN LAW
Jamie S. Cogburn, Esq.
Nevada Bar No. 8409
jsc@cogburncares.com
Erik W. Fox, Esq.
Nevada Bar No. 8804
ewf@cogburncares.com
2580 St. Rose Parkway, Suite 330
Henderson, Nevada 89074
Telephone: (702) 748-7777
Facsimile: (702) 966-3880
Attorneys for Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

DENNIS BAHAM, an individual,

Plaintiff,

vs.

BAYVIEW LOAN SERVICING, LLC, a
Foreign Limited Liability Company; FIRST
AMERICAN TRUSTEE SERVICING
SOLUTIONS, L.L.C., a Foreign Limited
Liability Company; and BANK OF NEW
YORK MELLON f/k/a THE BANK OF NEW
YORK AS TRUSTEE FOR THE
CERTIFICATE HOLDERS OF CWALT,
INC., ALTERNATIVE LOAN TRUST 2005-
2, MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 2005-2,

Defendants.

Case No.: A-19-795762-C
Dept. No.: 23

SUMMONS – CIVIL

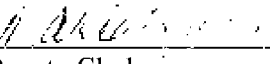
**NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU
WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 21 DAYS. READ
THE INFORMATION BELOW.**

BAYVIEW LOAN SERVICING, LLC

TO THE DEFENDANT: A civil Complaint has been filed by the Plaintiff against you for
the relief set forth in the Complaint.

1. If you intend to defend this lawsuit, within 21 days after this Summons is served on you exclusive of the day of service, you must do the following:
 - (a) File with the clerk of this court, whose address is shown below, a formal written response to the Complaint in accordance with the rules of the court, with the appropriate filing fee.
 - (b) Serve a copy of your response upon the attorney whose name and address is shown below.
2. Unless you respond, your default will be entered upon application of the Plaintiff(s) and failure to so respond will result in a judgment of default against you for the relief demanded in the Complaint, which could result in the taking of money or property or other relief requested in the Complaint.
3. If you intend to seek the advice of an attorney in this matter, you should do so promptly so that your response may be filed on time.
4. The State of Nevada, its political subdivisions, agencies, officers, employees, board members, commission members and legislators each have 45 days after service of this Summons within which to file an Answer or other responsive pleading to the Complaint.

STEVEN D. GRIERSON
CLERK OF THE COURT

By:  -5/30/2019
Deputy Clerk Date
Regional Justice Center
200 South Lewis Street
Las Vegas, NV 89155
Marie Kramer

Submitted by:

COGBURN LAW

By: /s/Erik W. Fox
Jamie S. Cogburn, Esq.
Nevada Bar No. 8409
Erik W. Fox, Esq.
Nevada Bar No. 8804
2580 St. Rose Parkway, Suite 330
Henderson, Nevada 89074
Attorneys for Plaintiff

COGBURN LAW
2580 St. Rose Parkway, Suite 330, Henderson, Nevada 89074
Telephone: (702) 748-7777 | Facsimile: (702) 966-3880

COGBURN LAW
Jamie S. Cogburn, Esq.
Nevada Bar No. 8409
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Erik W. Fox, Esq.
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2580 St. Rose Parkway, Suite 330
Henderson, Nevada 89074
Telephone: (702) 748-7777
Facsimile: (702) 966-3880
Attorneys for Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

DENNIS BAHAM, an individual,

Plaintiff,

vs.

BAYVIEW LOAN SERVICING, LLC, a
Foreign Limited Liability Company; FIRST
AMERICAN TRUSTEE SERVICING
SOLUTIONS, L.L.C., a Foreign Limited
Liability Company; and BANK OF NEW
YORK MELLON f/k/a THE BANK OF NEW
YORK AS TRUSTEE FOR THE
CERTIFICATE HOLDERS OF CWALT,
INC., ALTERNATIVE LOAN TRUST 2005-
2, MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 2005-2,

Defendants.

Case No.: A-19-795762-C
Dept. No.: 23

SUMMONS – CIVIL

**NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU
WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 21 DAYS. READ
THE INFORMATION BELOW.**

FIRST AMERICAN TRUSTEE SERVICING SOLUTIONS, L.L.C.

TO THE DEFENDANT: A civil Complaint has been filed by the Plaintiff against you for
the relief set forth in the Complaint.

1. If you intend to defend this lawsuit, within 21 days after this Summons is served on you exclusive of the day of service, you must do the following:
 - (a) File with the clerk of this court, whose address is shown below, a formal written response to the Complaint in accordance with the rules of the court, with the appropriate filing fee.
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4. The State of Nevada, its political subdivisions, agencies, officers, employees, board members, commission members and legislators each have 45 days after service of this Summons within which to file an Answer or other responsive pleading to the Complaint.

STEVEN D. GRIERSON
CLERK OF THE COURT

By: *[Signature]* 5/30/2019
Deputy Clerk Date
Regional Justice Center
200 South Lewis Street
Las Vegas, NV 89155
Marie Kramer

Submitted by:

COGBURN LAW

By: /s/Erik W. Fox
Jamie S. Cogburn, Esq.
Nevada Bar No. 8409
Erik W. Fox, Esq.
Nevada Bar No. 8804
2580 St. Rose Parkway, Suite 330
Henderson, Nevada 89074
Attorneys for Plaintiff

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Facsimile: (702) 966-3880
Attorneys for Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

DENNIS BAHAM, an individual,

Plaintiff,

vs.

BAYVIEW LOAN SERVICING, LLC, a
Foreign Limited Liability Company; FIRST
AMERICAN TRUSTEE SERVICING
SOLUTIONS, L.L.C., a Foreign Limited
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YORK MELLON f/k/a THE BANK OF NEW
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2, MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 2005-2,

Defendants.

Case No.: A-19-795762-C
Dept. No.: 23

SUMMONS – CIVIL


**NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU
WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 21 DAYS. READ
THE INFORMATION BELOW.**

BANK OF NEW YORK MELLON

TO THE DEFENDANT: A civil Complaint has been filed by the Plaintiff against you for
the relief set forth in the Complaint.

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STEVEN D. GRIERSON
CLERK OF THE COURT

By:  5/30/2019
Deputy Clerk Date
Regional Justice Center
200 South Lewis Street
Las Vegas, NV 89155
Marie Kramer

Submitted by:

COGBURN LAW

By: /s/Erik W. Fox
Jamie S. Cogburn, Esq.
Nevada Bar No. 8409
Erik W. Fox, Esq.
Nevada Bar No. 8804
2580 St. Rose Parkway, Suite 330
Henderson, Nevada 89074
Attorneys for Plaintiff

Steven D. Grierson

1 COGBURN LAW
2 Jamie S. Cogburn, Esq.
3 Nevada Bar No. 8409
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5 Erik W. Fox, Esq.
6 Nevada Bar No. 8804
7 ewf@cogburncares.com
8 2580 St. Rose Parkway, Suite 330
9 Henderson, Nevada 89074
10 Telephone: (702) 748-7777
11 Facsimile: (702) 966-3880
12 *Attorneys for Plaintiff*

8 **DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

10 DENNIS BAHAM, an individual,

11 Plaintiff,

Case No.: A-19-795762-C

Dept. No.: 23

12 vs.

13 BAYVIEW LOAN SERVICING, LLC, a
14 Foreign Limited Liability Company; FIRST
15 AMERICAN TRUSTEE SERVICING
16 SOLUTIONS, L.L.C., a Foreign Limited
17 Liability Company; and BANK OF NEW
18 YORK MELLON f/k/a THE BANK OF NEW
19 YORK AS TRUSTEE FOR THE
20 CERTIFICATE HOLDERS OF CWALT,
21 INC., ALTERNATIVE LOAN TRUST 2005-
22 2, MORTGAGE PASS-THROUGH
23 CERTIFICATES, SERIES 2005-2,

24 Defendants.

DEPARTMENT XXIII
NOTICE OF HEARING
DATE 6/25/19 TIME 11:00a
APPROVED BY ca IDC23

21 **ORDER GRANTING TEMPORARY RESTRAINING ORDER**
22 **AND SETTING PRELIMINARY INJUNCTION HEARING**

23 The Court having considered Plaintiff, Dennis Baham's Ex Parte Motion for Temporary
24 Restraining Order and Preliminary Injunction ("Plaintiff's Motion"), the pleadings and papers on
25 file herein, and being otherwise fully advised, and good cause appearing therefore,

COGBURN LAW
2580 St. Rose Parkway, Suite 330, Henderson, Nevada 89074
Telephone: (702) 748-7777 | Facsimile: (702) 966-3880

1 IT IS HEREBY ORDERED that a Temporary Restraining Order be issued restraining
2 Defendants Bayview Loan Servicing, LLC; First American Trustee Servicing Solutions, L.L.C.;
3 and Bank of New York Mellon, formerly known as The Bank of New York as Trustee for the
4 Certificate Holders of CWALT, Inc., Alternative Loan Trust 2005-2, Mortgage Pass-Through
5 Certificates, Series 2005-2 (collectively "Defendants") from holding the Trustee's Sale for the
6 property identified as APN 125-14-810-039, located at 6017 Guild Court, Las Vegas, Nevada,
7 89131 (the "Property"), on June 7, 2019. Defendants are restrained from permitting the noticed
8 sale to occur on June 7, 2019, and are further prohibited from holding the foreclosure sale on the
9 Property until such time as the preliminary injunction hearing can be held in this matter.

10 IT IS FURTHER ORDERED that Plaintiff shall post a bond in the amount of
11 \$ 500,000.

12 IT IS FURTHER ORDERED that Plaintiff's Motion, together with a file-stamped copy of
13 this Order, be served upon Defendants no later than 6-5-19 at 5pm.

14 IT IS FURTHER ORDERED that Defendants must file any opposition to Plaintiff's
15 Motion, no later than 6-14-19 at 5pm

16 Dated: 6-3-19

17
18
19 Respectfully submitted by:

20 COGBURN LAW

21 By: [Signature]
22 Jamie S. Cogburn, Esq.
23 Nevada Bar No. 8409
24 Erik W. Fox, Esq.
25 Nevada Bar No. 8804
2580 St. Rose Parkway, Suite 330
Henderson, Nevada 89074
Attorneys for Plaintiff

[Signature]
DISTRICT COURT JUDGE
JUDGE STEFANY A. MILEY



COGBURN LAW
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10 Telephone: (702) 748-7777
11 Facsimile: (702) 966-3880
12 *Attorneys for Plaintiff*

8 **DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

10 DENNIS BAHAM, an individual,

11 Plaintiff,

12 vs.

13 BAYVIEW LOAN SERVICING, LLC, a
14 Foreign Limited Liability Company; FIRST
15 AMERICAN TRUSTEE SERVICING
16 SOLUTIONS, L.L.C., a Foreign Limited
17 Liability Company; and BANK OF NEW
18 YORK MELLON f/k/a THE BANK OF NEW
19 YORK AS TRUSTEE FOR THE
20 CERTIFICATE HOLDERS OF CWALT,
21 INC., ALTERNATIVE LOAN TRUST 2005-
22 2, MORTGAGE PASS-THROUGH
23 CERTIFICATES, SERIES 2005-2,

24 Defendants.

Case No.: A-19-795762-C
Dept. No.: 23

SUMMONS – CIVIL

20 **NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU**
21 **WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 21 DAYS. READ**
22 **THE INFORMATION BELOW.**

23 **BAYVIEW LOAN SERVICING, LLC**

24 **TO THE DEFENDANT:** A civil Complaint has been filed by the Plaintiff against you for
25 the relief set forth in the Complaint.

COGBURN LAW
2580 St. Rose Parkway, Suite 330, Henderson, Nevada 89074
Telephone: (702) 748-7777 | Facsimile: (702) 966-3880

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STEVEN D. GRIERSON
CLERK OF THE COURT

By: *Marie Kramer* 5/30/2019
Deputy Clerk Date
Regional Justice Center
200 South Lewis Street
Las Vegas, NV 89155
Marie Kramer

Submitted by:

COGBURN LAW

By: /s/Erik W. Fox
Jamie S. Cogburn, Esq.
Nevada Bar No. 8409
Erik W. Fox, Esq.
Nevada Bar No. 8804
2580 St. Rose Parkway, Suite 330
Henderson, Nevada 89074
Attorneys for Plaintiff

1 AOS

DISTRICT COURT
CLARK COUNTY, NEVADA

2 DENNIS BAHAM, an individual,

CASE NO.: A-19-795762-C

DEPT. NO.: 23

3 Plaintiff,

4 vs.

5 BAYVIEW LOAN SERVICING, LLC, a
Foreign Limited Liability Company; FIRST
6 AMERICAN TRUSTEE SERVICING
SOLUTIONS, L.L.C., a Foreign Limited
7 Liability Company; and BANK OF NEW
YORK MELLON f/k/a THE BANK OF NEW
8 YORK AS TRUSTEE FOR THE
CERTIFICATE HOLDERS OF COWALT,
9 INC., ALTERNATIVE LOAN TRUST 2005-
2, MORTGAGE PASS-THROUGH
10 CERTIFICATES, SERIES 2005-2,

11 Defendants.

AFFIDAVIT OF SERVICE

12 I Jon Salisbury, being duly sworn says: That at all times herein affiant was and is a citizen of the United
13 States, over 18 years of age, not a party to or interested in the proceeding in which this affidavit is made. That
affiant received 1 copy(ies) of the Summons, Complaint, Plaintiff's Ex Parte Motion for Temporary
14 Restraining Order and Preliminary Injunction and Order Granting Temporary Restraining Order and Setting
Preliminary Injunction Hearing on the 3 day of June, 2019 and served the same on the 5 day of June,
15 2019 at 9:58 a.m. by:

(Affiant must complete the appropriate paragraph)

16 1. Delivering and leaving a copy with the defendant _____ at _____.

17 2. Serve the defendant _____ by personally delivering and leaving a copy with _____, as person of suitable age and
18 discretion residing at the defendant's usual place of abode located at _____.

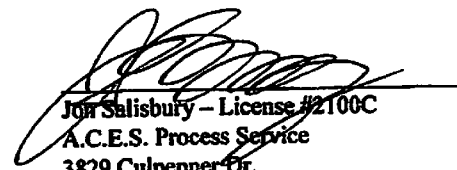
19 (Use paragraph 3 for serve upon agent, completing A or B)

20 3. Serving the defendant BAYVIEW LOAN SERVICING, LLC, a Foreign Limited Liability Company by
21 personally delivering and leaving a copy at 112 North Curry Street, Carson City, NV 89703.

22 a. With CSC Services of Nevada, Inc. as Registered Agent, an agent lawfully designated by
23 statute to accept service of process;

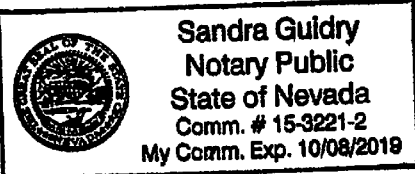
24 b. With Kris, pursuant to NRS 14.020 as a person of suitable age and discretion at the above address,
25 which address is the address of the resident agent as shown on the current certificate of designation filed
with the Secretary of State.

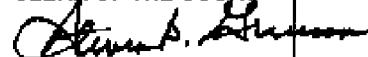
26 SUBSCRIBED AND SWORN to before me this
27 7th day of June, 2019


Jon Salisbury - License #2100C
A.C.E.S. Process Service
3829 Culpepper Dr.
Sparks, NV 89436
(775) 530-9162

28 NOTARY PUBLIC

State of Nevada, County of Washoe





COGBURN LAW
2580 St. Rose Parkway, Suite 330, Henderson, Nevada 89074
Telephone: (702) 748-7777 | Facsimile: (702) 966-3880

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12 *Attorneys for Plaintiff*

8 **DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

10 DENNIS BAHAM, an individual,

11 Plaintiff,

12 vs.

13 BAYVIEW LOAN SERVICING, LLC, a
14 Foreign Limited Liability Company; FIRST
15 AMERICAN TRUSTEE SERVICING
16 SOLUTIONS, L.L.C., a Foreign Limited
17 Liability Company; and BANK OF NEW
18 YORK MELLON f/k/a THE BANK OF NEW
19 YORK AS TRUSTEE FOR THE
20 CERTIFICATE HOLDERS OF CWALT,
21 INC., ALTERNATIVE LOAN TRUST 2005-
22 2, MORTGAGE PASS-THROUGH
23 CERTIFICATES, SERIES 2005-2,

24 Defendants.

Case No.: A-19-795762-C
Dept. No.: 23

SUMMONS – CIVIL

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FIRST AMERICAN TRUSTEE SERVICING SOLUTIONS, L.L.C.

TO THE DEFENDANT: A civil Complaint has been filed by the Plaintiff against you for
the relief set forth in the Complaint.

COGBURN LAW
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STEVEN D. GRIERSON
CLERK OF THE COURT

By: Marie Kramer 5/30/2019
Deputy Clerk Date
Regional Justice Center
200 South Lewis Street
Las Vegas, NV 89155
Marie Kramer

Submitted by:

COGBURN LAW

By: /s/Erik W. Fox
Jamie S. Cogburn, Esq.
Nevada Bar No. 8409
Erik W. Fox, Esq.
Nevada Bar No. 8804
2580 St. Rose Parkway, Suite 330
Henderson, Nevada 89074
Attorneys for Plaintiff

1 AOS

DISTRICT COURT
CLARK COUNTY, NEVADA

2

3 DENNIS BAHAM, an individual,

CASE NO.: A-19-795762-C

4

Plaintiff,

DEPT. NO.: 23

5

vs.

6

7 BAYVIEW LOAN SERVICING, LLC, a
8 Foreign Limited Liability Company; FIRST
9 AMERICAN TRUSTEE SERVICING
10 SOLUTIONS, L.L.C., a Foreign Limited
11 Liability Company; and BANK OF NEW
12 YORK MELLON f/k/a THE BANK OF NEW
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14 CERTIFICATE HOLDERS OF COWALT,
15 INC., ALTERNATIVE LOAN TRUST 2005-
16 2, MORTGAGE PASS-THROUGH
17 CERTIFICATES, SERIES 2005-2,

Defendants.

AFFIDAVIT OF SERVICE

18

19 I, Jon Salisbury, being duly sworn says: That at all times herein affiant was and is a citizen of the United
20 States, over 18 years of age, not a party to or interested in the proceeding in which this affidavit is made. That
21 affiant received 1 copy(ies) of the Summons, Complaint, Plaintiff's Ex Parte Motion for Temporary
22 Restraining Order and Preliminary Injunction and Order Granting Temporary Restraining Order and Setting
23 Preliminary Injunction Hearing on the 3 day of June, 2019 and served the same on the 5 day of June,
24 2019 at 9:58 a.m. by:

(Affiant must complete the appropriate paragraph)

25

26 1. Delivering and leaving a copy with the defendant _____ at _____.

27

28 2. Serve the defendant _____ by personally delivering and leaving a copy with _____, as person of suitable age and
discretion residing at the defendant's usual place of abode located at _____.

29

(Use paragraph 3 for serve upon agent, completing A or B)

30

31 3. Serving the defendant FIRST AMERICAN TRUSTEE SERVICING SOLUTIONS, L.L.C., a Foreign Limited
32 Liability Company by personally delivering and leaving a copy at 112 North Curry Street, Carson City, NV 89703.

33

34 a. With CSC Services of Nevada, Inc. as Registered Agent, an agent lawfully designated by
35 statute to accept service of process;

36

37 b. With Kris, pursuant to NRS 14.020 as a person of suitable age and discretion at the above address,
38 which address is the address of the resident agent as shown on the current certificate of designation filed
with the Secretary of State.

39

40 SUBSCRIBED AND SWORN to before me this

41

7th day of June, 2019

42

43

Sandra Guldry

NOTARY PUBLIC

State of Nevada, County of Washoe



Sandra Guldry
Notary Public
State of Nevada

Comm. # 15-3221-2

My Comm. Exp. 10/08/2019

Jon Salisbury
Jon Salisbury - License #2106C
A.C.E.S. Process Service
3829 Culpepper Dr.
Sparks, NV 89436
(775) 530-9162



1 **DECL**

2 AARON R. MAURICE, ESQ.

3 Nevada Bar No. 006412

4 BRITTANY WOOD, ESQ.

5 Nevada Bar No. 007562

6 **KOLESAR & LEATHAM**

7 400 South Rampart Boulevard, Suite 400

8 Las Vegas, Nevada 89145

9 Telephone: (702) 362-7800

10 Facsimile: (702) 362-9472

11 E-Mail: amaurice@klnevada.com

12 bwood@klnevada.com

13 Attorneys for Defendant,

14 FIRST AMERICAN TRUSTEE SERVICING

15 SOLUTIONS, LLC

16 **DISTRICT COURT**

17 **CLARK COUNTY, NEVADA**

18 * * *

19 DENNIS BAHAM, an individual,

20 Plaintiff,

21 vs.

22 BAYVIEW LOAN SERVICING, LLC, a
23 Foreign Limited Liability Company; FIRST
24 AMERICAN TRUSTEE SERVICING
25 SOLUTIONS, L.L.C., a Foreign Limited
26 Liability Company; and BANK OF NEW
27 YORK MELLON f/k/a THE BANK OF
28 NEW YORK AS TRUSTEE FOR THE
CERTIFICATE HOLDERS OF CWALT,
INC., ALTERNATIVE LOAN TRUST 2005-
2, MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 2005-2,

Defendants.

CASE NO. A-19-795762-C

DEPT NO. XXIII

**DECLARATION OF
NONMONETARY STATUS OF
FIRST AMERICAN TRUSTEE
SERVICING SOLUTIONS, LLC
PURSUANT TO NRS 107.029**

I, Angela D. Sutton, hereby declare and state as follows:

1. I am an Associate Claims Specialist for First American Trustee Servicing Solutions, LLC ("FATSS"). I have knowledge of the matters stated herein except as to those matters stated upon information and belief, which I believe to be true.

2. My job responsibilities include handling claims related to FATSS's trustee servicing duties and assisting FATSS and its counsel in litigation matters.

1 3. As part of my job responsibilities, I have reviewed FATSS's business records,
2 created and retained in the ordinary course of business, related to FATSS's appointment as trustee
3 of the deed of trust encumbering 6017 Guild Court, Las Vegas, Nevada 89131 ("Property")
4 described in Plaintiff's Complaint.

5 4. On or about December 21, 2004, Dennis Baham obtained a loan in the amount of
6 \$616,020 from Countrywide Home Loans, Inc. A Deed of Trust ("Deed of Trust") was recorded
7 in the Official Records of Clark County, Nevada, as Instrument Number 200412230002350.

8 5. On January 25, 2012, an Assignment of the Deed of Trust was recorded in the
9 Official Records of Clark County, Nevada, as Instrument Number 201201250000110, assigning
10 the Deed of Trust to The Bank of New York Mellon fka The Bank of New York as Trustee for the
11 Certificateholders of CWALT, Inc., Alternative Loan Trust 2005-2, Mortgage Pass-Through
12 Certificates, Series 2005-2.

13 6. On March 8, 2013, a Substitution of Trustee was recorded in the Official Records
14 of Clark County, Nevada, as Instrument Number 201303080002007, appointing FATSS as the
15 substituted trustee of the Deed of Trust.

16 7. On December 13, 2017, Randall Jackson, an authorized representative of the
17 beneficiary, executed an Affidavit of Authority to Exercise Power of Sale in accordance with NRS
18 107.080(2)(c).

19 8. A trustee's duties in Nevada are clearly defined. A trustee must act impartially and
20 substantially comply with the terms of the deed of trust and the statutes governing foreclosures as
21 outlined in Chapter 107 of the Nevada Revised Statutes.

22 9. By statute in Nevada, a trustee can incur no liability for performing its acts required
23 by NRS 107.080 if the trustee relied on information provided by the beneficiary regarding the
24 nature and amount of the default. See NRS 107.028(6).

25 10. Here, FATSS was authorized to rely on the information provided to it by the
26 beneficiary of the deed of trust related to the nature and amount of the default in performing its
27 duties as the foreclosure trustee.
28

KOLESAR & LEATHAM
400 S. Rampart Boulevard, Suite 400
Las Vegas, Nevada 89145
Tel: (702) 362-7800 / Fax: (702) 362-9472

1 11. It is the reasonable belief of FATSS that it has been named in this action as a
2 Defendant solely in its capacity as trustee and not as a result of any wrongful act or omission made
3 in the performance of its duties of as trustee.

4 12. FATSS claims no interest in the Property.

5 13. This Declaration of Nonmonetary Status is made in accordance with NRS 107.029.

6 14. FATSS hereby reserves any claims or defenses it may hold related to this action.

7 In accordance with NRS 53.045(2), I declare under penalty of perjury under the law of
8 the State of Nevada that the foregoing is true and correct.

9 DATED this 18th day of June, 2019.

10 **FIRST AMERICAN TRUSTEE SERVICING**
11 **SOLUTIONS, LLC**

12 By: Angela D. Sutton

13 Angela D. Sutton

14 Its: Associate Claims Specialist

KOLESAR & LEATHAM
400 S. Rampart Boulevard, Suite 400
Las Vegas, Nevada 89145
Tel: (702) 362-7800 / Fax: (702) 362-9472

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of Kolesar & Leatham, and that on the 18th day of June, 2019, I caused to be served a true and correct copy of foregoing **DECLARATION OF NONMONETARY STATUS OF FIRST AMERICAN TRUSTEE SERVICING SOLUTIONS, LLC PURSUANT TO NRS 107.029** in the following manner:

(ELECTRONIC SERVICE) Pursuant to Administrative Order 14-2, the above-referenced document was electronically filed on the date hereof and served through the Notice of Electronic Filing automatically generated by the Court's facilities to those parties listed on the Court's Master Service List.

/s/ Susan A. Owens

An Employee of KOLESAR & LEATHAM

COGBURN LAW
2580 St. Rose Parkway, Suite 330, Henderson, Nevada 89074
Telephone: (702) 748-7777 | Facsimile: (702) 966-3880

Electronically Filed
6/18/2019 4:02 PM
Steven D. Grierson
CLERK OF THE COURT



COGBURN LAW
Jamie S. Cogburn, Esq.
Nevada Bar No. 8409
jsc@cogburncares.com
Erik W. Fox, Esq.
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Henderson, Nevada 89074
Telephone: (702) 748-7777
Facsimile: (702) 966-3880
Attorneys for Plaintiffs

DISTRICT COURT
CLARK COUNTY, NEVADA

DENNIS BAHAM, an individual,

Plaintiff,

vs.

BAYVIEW LOAN SERVICING, LLC, a
Foreign Limited Liability Company; FIRST
AMERICAN TRUSTEE SERVICING
SOLUTIONS, L.L.C., a Foreign Limited
Liability Company; and BANK OF NEW
YORK MELLON f/k/a THE BANK OF NEW
YORK AS TRUSTEE FOR THE
CERTIFICATE HOLDERS OF CWALT,
INC., ALTERNATIVE LOAN TRUST 2005-
2, MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 2005-2,

Defendants.

Case No.: A-19-795762-C
Dept. No.: 23

NOTICE OF POSTING COST BOND

Plaintiff, Dennis Baham, by and through his attorneys of record, Cogburn Law, hereby
provides notice that he has complied with this Court's Order, entered on June 3, 2019, by
...
...
...

1 depositing a cash bond in the sum of \$500.00 with the Clerk of the Court, Clark County District
2 Court. A copy of the receipt for the bond is attached hereto.

3 Dated this 18th day of June, 2019.

4 COGBURN LAW OFFICES

6 By: /s/Erik W. Fox
7 Jamie S. Cogburn, Esq.
8 Nevada Bar No. 8409
9 Erik W. Fox, Esq.
10 Nevada Bar No. 8804
11 2580 St. Rose Parkway, Suite 330
12 Henderson, Nevada 89074
13 *Attorneys for Plaintiffs*

11 **CERTIFICATE OF SERVICE**

12 I hereby certify that the foregoing **NOTICE OF POSTING COST BOND** was submitted
13 electronically for filing and/or service with the Eighth Judicial District Court on the 18th day of
14 June, 2019.

15 I further certify that I served a true and correct copy of the foregoing document as follows:

16 ☒ Pursuant to NEFCR 9 & EDCR 8.05(a), electronic service of the foregoing
17 document shall be made in accordance with the E-Service List as follows:

18 Aaron R Maurice	amaurice@klnevada.com
19 Susan Owens	sowens@klnevada.com
20 Brittany N. Wood	bwood@klnevada.com

21 /s/Katie Johnson
22 An employee of Cogburn Law

OFFICIAL RECEIPT

District Court Clerk of the Court 200 Lewis Ave, 3rd Floor Las Vegas, NV 89101

Payor
Cogburn Law Offices LLC

Receipt No.
2019-36740-CCCLK

Transaction Date
06/17/2019

Description	Amount Paid
On Behalf Of Baham, Dennis A-19-795762-C Dennis Baham, Plaintiff(s) vs. Bayview Loan Servicing, LLC, Defendant(s) Temporary Restraining Order	
Temporary Restraining Order	500.00
SUBTOTAL	500.00
PAYMENT TOTAL	500.00
Check (Ref #10041) Tendered	500.00
Total Tendered	500.00
Change	0.00

Order Granting filed 6/3/19

06/17/2019
12:03 PM

Cashier
Station AIKO

Audit
36481586

OFFICIAL RECEIPT

COGBURN LAW OFFICES LLC
District Court Clerk

MORTGAGE ACCOUNT

10041
6/4/2019
500.00

Operating Account 88 Bond in Case No. A-19-795762-C

500.00



COGBURN LAW
2580 St. Rose Parkway, Suite 330, Henderson, Nevada 89074
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11 Facsimile: (702) 966-3880
12 *Attorneys for Plaintiff*

8 **DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

10 DENNIS BAHAM, an individual,

11 Plaintiff,

12 vs.

13 BAYVIEW LOAN SERVICING, LLC, a
14 Foreign Limited Liability Company; FIRST
15 AMERICAN TRUSTEE SERVICING
16 SOLUTIONS, L.L.C., a Foreign Limited
17 Liability Company; and BANK OF NEW
18 YORK MELLON f/k/a THE BANK OF NEW
19 YORK AS TRUSTEE FOR THE
20 CERTIFICATE HOLDERS OF CWALT,
21 INC., ALTERNATIVE LOAN TRUST 2005-
22 2, MORTGAGE PASS-THROUGH
23 CERTIFICATES, SERIES 2005-2,

24 Defendants.

Case No.: A-19-795762-C
Dept. No.: 23

SUMMONS – CIVIL

21 **NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU**
22 **WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 21 DAYS. READ**
23 **THE INFORMATION BELOW.**

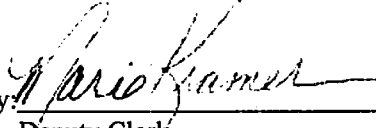
24 **BANK OF NEW YORK MELLON**

25 **TO THE DEFENDANT:** A civil Complaint has been filed by the Plaintiff against you for
the relief set forth in the Complaint.

COGBURN LAW
2580 St. Rose Parkway, Suite 330, Henderson, Nevada 89074
Telephone: (702) 748-7777 | Facsimile: (702) 966-3880

1. If you intend to defend this lawsuit, within 21 days after this Summons is served on you exclusive of the day of service, you must do the following:
 - (a) File with the clerk of this court, whose address is shown below, a formal written response to the Complaint in accordance with the rules of the court, with the appropriate filing fee.
 - (b) Serve a copy of your response upon the attorney whose name and address is shown below.
2. Unless you respond, your default will be entered upon application of the Plaintiff(s) and failure to so respond will result in a judgment of default against you for the relief demanded in the Complaint, which could result in the taking of money or property or other relief requested in the Complaint.
3. If you intend to seek the advice of an attorney in this matter, you should do so promptly so that your response may be filed on time.
4. The State of Nevada, its political subdivisions, agencies, officers, employees, board members, commission members and legislators each have 45 days after service of this Summons within which to file an Answer or other responsive pleading to the Complaint.

STEVEN D. GRIERSON
CLERK OF THE COURT

By:  5/30/2019
Deputy Clerk Date
Regional Justice Center
200 South Lewis Street
Las Vegas, NV 89155
Marie Kramer

Submitted by:

COGBURN LAW

By: /s/Erik W. Fox
Jamie S. Cogburn, Esq.
Nevada Bar No. 8409
Erik W. Fox, Esq.
Nevada Bar No. 8804
2580 St. Rose Parkway, Suite 330
Henderson, Nevada 89074
Attorneys for Plaintiff

Affidavit of Process Server

DISTRICT COURT, CLARK COUNTY, NEVADA

DENNIS BAHAM

VS BAYVIEW LOAN SERVICING, LLC, ET AL.

A-19-795762-C

PLAINTIFF/PETITIONER

DEFENDANT/RESPONDENT

CASE NUMBER

DENORRIS BRITT

being first duly sworn, depose and say: that I am over the age of 18 years and not a party to this action, and that within the boundaries of the state where service was effected, I was authorized by law to perform said service. RECEIVED 6/4/19

Service: I served BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATE HOLDERS OF COWALT, INC., ALTERNATIVE LOAN TRUST 2005-2, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-2
NAME OF PERSON / ENTITY BEING SERVED

with (list documents) SUMMONS; NOTICE OF HEARING; EX PARTE MOTION FOR TEMPORARY RESTRAINING ORDER AND PRELIMINARY INJUNCTION; COMPLAINT

by leaving with AMY MCLAREN

MANAGING AGENT

At

☐ Residence

NAME

RELATIONSHIP

ADDRESS

CITY / STATE

☒ Business

C/O THE CORPORATION TRUST COMPANY, 1209 ORANGE STREET, WILMINGTON, DE 19801
ADDRESS CITY / STATE

On 6/4/19

AT

12:30 PM

DATE

TIME

Thereafter copies of the documents were mailed by prepaid, first class mail on

DATE

from

CITY

STATE

ZIP

Manner of Service:

☒ CORPORATE

☐ Personal: By personally delivering copies to the person being served.

☐ Substituted at Residence: By leaving copies at the dwelling house or usual place of abode of the person being served with a member of the household over the age of _____ and explaining the general nature of the papers.

☐ Substituted at Business: By leaving, during office hours, copies at the office of the person/entity being served with the person apparently in charge thereof.

☐ Posting: By posting copies in a conspicuous manner to the front door of the person/entity being served.

☐ Non-Service: After due search, careful inquiry and diligent attempts at the address (es) listed above, I have been unable to effect process upon the person/entity being served because of the following reason(s):

☐ Unknown at Address ☐ Moved, Left no Forwarding ☐ Service Cancelled by Litigant ☐ Unable to Serve in Timely Fashion

☐ Address Does Not Exist ☐ Other _____

Service Attempts: Service was attempted on: (1)

DATE

TIME

(2)

DATE

TIME

(3)

DATE

TIME

(4)

DATE

TIME

(5)

DATE

TIME

AGE

40

Sex FEMALE

Race W

Height 5'5

Weight 130

HAIR BROWN

SIGNATURE OF PROCESS SERVER

SUBSCRIBED AND SWORN to before me this 4TH day of JUNE, 2019.

SIGNATURE OF NOTARY PUBLIC

NOTARY PUBLIC for the state of DELAWARE



1 **SAO**
2 DARREN T. BRENNER, ESQ.
3 Nevada Bar No. 8386
4 NATALIE L. WINSLOW, ESQ.
5 Nevada Bar No. 12125
6 JAMIE K. COMBS, ESQ.
7 Nevada Bar No. 13088
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9 1635 Village Center Circle, Suite 200
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13 Email: darren.brenner@akerman.com
14 Email: jamie.combs@akerman.com

15 *Attorneys for Defendants*

16 **EIGHTH JUDICIAL DISTRICT COURT**

17 **CLARK COUNTY, NEVADA**

18 DENNIS BAHAM, an individual

19 Plaintiff,

20 v.

21 BAYVIEW LOAN SERVICING, LLC, a Foreign
22 Limited Liability Company; FIRST AMERICAN
23 TRUSTEE SERVICING SOLUTIONS, LLC, a
24 Foreign Limited Liability Company; and BANK
25 OF NEW YORK MELLON f/k/a THE BANK
26 OF NEW YORK AS TRUSTEE FOR THE
27 CERTIFICATEHOLDERS OF CWALT, INC.,
28 ALTERNATIVE LOAN TRUST 2005-2,
MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 2005-2,

Defendants.


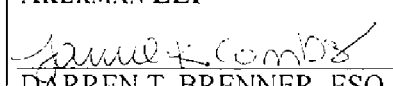
Case No.: A-19-795762-C

Dept.: XXIII

**STIPULATION AND ORDER TO
EXTEND BRIEFING ON PRELIMINARY
INJUNCTION MOTION AND CONTINUE
HEARING**

Defendants Bayview Loan Servicing, LLC and Bank of New York Mellon, f/k/a The Bank of New York as Trustee for the Certificateholders of CWALT, Inc., Alternative Loan Trust 2005-2, Mortgage Pass-Through Certificates, Series 2005-2 ("BoNYM"), and Plaintiff Dennis Baham,

through their counsel of record, stipulate to extend the deadline for Defendants to respond to the preliminary injunction motion to **June 21, 2019**. The parties further agree to continue the hearing on the preliminary injunction motion to **July 9, 2019 at 10:30 a.m.** The parties agree the foreclosure sale shall not go forward until the court holds the hearing on the preliminary injunction motion.

COGBURN LAW	AKERMAN LLP
	 6/17/19
JAMIE S. COGBURN, ESQ. Nevada Bar No. 8409 ERIC W. FOX, ESQ. Nevada Bar No. 8804 2580 St. Rose Parkway, Suite 330 Henderson, Nevada 89074	DARREN T. BRENNER, ESQ. Nevada Bar No. 8386 NATALIE L. WINSLOW, ESQ. Nevada Bar No. 12125 JAMIE K. COMBS, ESQ. Nevada Bar No. 13088 1635 Village Center Cir., Suite 200 Las Vegas, Nevada 89134
<i>Attorney for Plaintiff</i>	<i>Attorneys for Defendants</i>

ORDER

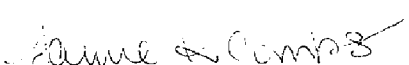
IT IS ORDERED: Defendants shall file a response to Plaintiff's preliminary injunction motion on or before **June 21, 2019**. The hearing on the preliminary injunction motion currently set for June 25, 2019 at 11:00 a.m. shall be continued to **July 9, 2019 at 10:30 a.m.**

Dated this 24th day of June, 2019.

Submitted By:
AKERMAN LLP


DISTRICT COURT JUDGE

JUDGE STEFANYA A. MILEY


DARREN T. BRENNER, ESQ.
Nevada Bar No. 8386
NATALIE L. WINSLOW, ESQ.
Nevada Bar No. 12125
JAMIE K. COMBS, ESQ.
Nevada Bar No. 13088
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Las Vegas, Nevada 89134

Attorneys for Defendants



1 **OPP**

2 DARREN T. BRENNER, ESQ.
3 Nevada Bar No. 8386
4 JAMIE K. COMBS, ESQ.
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11 Email: darren.brenner@akerman.com
12 Email: jamie.combs@akerman.com

13 *Attorneys for Defendants*

14 **EIGHTH JUDICIAL DISTRICT COURT**

15 **CLARK COUNTY, NEVADA**

16 DENNIS BAHAM, an individual

17 Plaintiff,

18 v.

19 BAYVIEW LOAN SERVICING, LLC, a Foreign
20 Limited Liability Company; FIRST AMERICAN
21 TRUSTEE SERVICING SOLUTIONS, LLC, a
22 Foreign Limited Liability Company; and BANK
23 OF NEW YORK MELLON f/k/a THE BANK
24 OF NEW YORK AS TRUSTEE FOR THE
25 CERTIFICATEHOLDERS OF CWALT, INC.,
26 ALTERNATIVE LOAN TRUST 2005-2,
27 MORTGAGE PASS-THROUGH
28 CERTIFICATES, SERIES 2005-2,

Defendants.

Case No.: A-19-795762-C

Dept.: XXIII

**OPPOSITION TO MOTION FOR
PRELIMINARY INJUNCTION**

Hearing Date: June 25, 2019

Hearing Time: 11:00 a.m.

Defendants Bayview Loan Servicing, LLC and Bank of New York Mellon, f/k/a The Bank of New York as Trustee for the Certificateholders of CWALT, Inc., Alternative Loan Trust 2005-2, Mortgage Pass-Through Certificates, Series 2005-2 ("BoNYM") oppose Plaintiff Dennis Baham's motion for preliminary injunction. Even assuming all Plaintiff's allegations are true, he still has no valid basis to prevent BoNYM from foreclosing.

MEMORANDUM OF POINTS AND AUTHORITIES**I. FACTUAL BACKGROUND**

Plaintiff purchased the property at 6017 Guild Court, Las Vegas, Nevada in December 2004, borrowing \$616,020.00 from Countrywide, secured by a deed of trust recorded against the property.

Ex. A.¹ MERS assigned the deed of trust to BoNYM on January 23, 2012. **Ex. B.**

BoNYM's loan servicer, Bayview, initiated the foreclosure process by recording notice of default against the property on April 26, 2018. **Ex. C.** Plaintiff elected to participate in Nevada's foreclosure mediation program. **Ex. D.** The mediation concluded without an agreement, and a foreclosure mediation certificate issued. **Ex. E.**

Bayview noticed a foreclosure sale to take place on June 7, 2019. **Ex. F.** On May 24, 2019, Baham, along with two other plaintiffs, initiated a proposed class action lawsuit against Bayview as case A-19-795507-C. **Ex. G.** In that lawsuit, plaintiffs allege Bayview conducted unlicensed debt collection activities in violation of the FDCPA and NRS 649.370, and request money damages. *Id.*

Plaintiff then initiated this suit on May 30, 2019. Plaintiff makes the same allegations here as he does in the class action suit: that Bayview conducted unlicensed debt collection activities. Comp. at ¶ 11. Plaintiff alleges he discovered Bayview was not licensed with the NFID² in the latter part of 2018. *Id.* He then initiated a complaint against Bayview with the NFID. *Id.* at ¶¶ 11-12. According to Plaintiff, on January 31, 2019 the NFID sent correspondence to him stating Bayview became licensed by the NFID as of January 18, 2019, and advising Bayview was now permitted to engage in collection activity. *Id.* at ¶ 13. Plaintiff alleges Bayview's attempt to exercise rights under the deed of trust prior to January 18, 2019 constituted unlicensed collection activities. *Id.* at ¶ 15. According to Plaintiff, Bayview "impermissibly authorized foreclosure on the Property while unlicensed with the NFID," and should therefore be precluded from foreclosing on the property. *Id.* at ¶¶ 16, 26. However, Plaintiff also concedes he "does not seek injunctive relief other than for the time period wherein Bayview was not licensed by the NFID." *Id.* at ¶ 27.

Plaintiff's complaint alleges a single "claim"—injunctive relief. *Id.* at ¶¶ 18-28.

¹ Bayview requests judicial notice of these exhibits, which are publicly recorded documents. *See* NRS 47.130(2)(b).

² The NFID is the Nevada Financial Institutions Division.

1 **II. LEGAL STANDARD**

2 A preliminary injunction is available when the moving party demonstrates (1) the non-
3 moving party's conduct, if allowed to continue, will cause irreparable harm for which compensatory
4 relief is inadequate, and (2) the moving party has a reasonable likelihood of success on the merits.
5 *See* NRS 33.010; *see also* *University Sys. v. Nevadans for Sound Gov't*, 100 P.3d 179, 187 (2004);
6 *Dangberg Holdings v. Douglas Co.*, 978 P.2d 311, 319 (1999). This court has discretion in deciding
7 whether to grant a preliminary injunction. *See* *University Sys.*, 100 P.3d at 187. The court's decision
8 "will be reversed only where the district court abused its discretion or based its decision on an
9 erroneous legal standard or on clearly erroneous findings of fact." *See* *Attorney Gen. v. NOS*
10 *Commc'ns*, 84 P.3d 1052, 1053 (Nev. 2004) (quoting *U.S. v. Nutri-cology, Inc.*, 982 F.2d 394, 397
11 (9th Cir. 1992)); *see also* *S.O.C., Inc. v. The Mirage Casino-Hotel*, 23 P.3d 243, 246 (Nev. 2001).

12 **III. ARGUMENT**

13 **A. Plaintiff cannot demonstrate a likelihood of success on the merits.**

14 **1. Plaintiff has not alleged any valid causes of action.**

15 Injunctive relief is not an independent cause of action. *See, e.g., In re Wal-Mart Wage &*
16 *Hour Employment Practices Litig.*, 490 F. Supp. 2d 1091, 1130 (D. Nev. 2007) (claim for injunctive
17 relief was "not a separate cause of action" and "not an independent ground for relief"); *see also*
18 *Mamo v. BP P.L.C.*, No. 05-1323, 2006 WL 269056, at *3 (E.D. Va. Jan. 30, 2006) ("[I]njunctive
19 relief is not a separate cause of action. To the extent that Plaintiffs attempt to raise injunctive relief
20 as a cause of action, such cause of action should be dismissed for failure to state a claim upon which
21 relief may be granted."); *Noah v. Enesco Corp.*, 911 F. Supp. 305, 307 (N.D. Ill. 1995).

22 Injunctive relief can only be based upon a cognizable cause of action. *Duru v. Nevada*, No.
23 08-61133-CIV, 2009 WL 1410472, at *2 (S.D. Fla. May 20, 2009) (dismissing claim for injunctive
24 relief where not based on any legal cause of action). An injunction is available "only after a plaintiff
25 can make a showing that some independent legal right is being infringed." *Id.* Plaintiff has not made
26 such a showing, nor can he. To the extent Plaintiff seeks an injunction based on claims sought in a
27 separate action, his request here is improper and should be denied.

28 . . .

1 The claim also fails because Plaintiff has not done equity. Plaintiff does not allege he
2 attempted to tender the full amount owed on the note. If a borrower who has defaulted on payments
3 requests a court exercise its equitable powers in granting injunctive relief, the borrower must first
4 "do equity" in himself. *Nolm, LLC v. County of Clark*, 120 Nev. 736, 743, 100 P.3d 658, 663
5 (2004); *Overhead Door Co. of Reno, Inc. v. Overhead Door Corp.*, 103 Nev. 126, 127, 734 P.2d
6 1233, 1235 (1987). Plaintiff has been in default since 2011. *See* Ex. D.³ Since then, plaintiff has
7 failed to pay any of the monthly payments. *Id.* Plaintiff owes a substantial amount in missed monthly
8 payments, including principal, interest, taxes, and insurance. *See* Ex. F.⁴ Based on such inequitable
9 conduct, plaintiff is ineligible for equitable relief in the form of an injunction.

10 2. NRS 649.075 does not create a private right of action.

11 Plaintiff is also not likely to succeed because NRS 649.075 does not create a private right of
12 action. When a statute does not expressly provide for a private cause of action, the absence of such a
13 provision suggests that the Legislature did not intend for the statute to be enforced through a private
14 cause of action. *Richardson Const., Inc. v. Clark Cty. Sch. Dist.*, 123 Nev. 61, 65, 156 P.3d 21, 23
15 (2007). Further, if a statute expressly provides a remedy, courts should be cautious in reading other
16 remedies into the statute. *Id.*, *see also Builders Ass'n of N. Nevada v. City of Reno*, 105 Nev. 368,
17 370, 776 P.2d 1234, 1235 (1989).

18 *Richardson* and *City of Reno* are instructive. In *City of Reno*, the plaintiff filed suit for
19 declaratory relief against the City, asking the court to declare that Reno violated NRS 354.5989 by
20 increasing fees in contravention of the statute. *City of Reno*, 105 Nev. 369, 776 P.2d at 1234. The
21 City moved to dismiss, arguing the plain language of the statutory scheme provided the sole remedy
22 for any violations: through enforcement by the attorney general. *Id.* The district court agreed, and
23 dismissed the complaint. *Id.* The Nevada supreme court affirmed, holding: "the remedial procedure
24 established by NRS 354.6245 supports the trial court's conclusion that the LGBA creates no private
25 cause of action to remedy violations of NRS 354.5989." *Id.*, 105 Nev. at 370, 776 P.2d at 1235.

26 ³ This notice explains payments have not been made on "the installment of principal and interest which became due on
27 9/1/2011 and all subsequent installments. . ."

28 ⁴ The notice of sale reflects an unpaid balance of \$933,533.83.

1 Similarly, in *Richardson*, a contractor submitted a prequalification package to the Clark
2 County School District (CCSD) to qualify as a bidder for a contract. *Richardson*, 123 Nev. at 63,
3 156 P.3d at 22. When CCSD denied the package, Richardson filed suit, alleging CCSD violated the
4 bidder-prequalification and award-of-contract statutes. *Id.* CCSD moved to dismiss, arguing that the
5 statutes did not provide for a private right of action. *Id.* The district court agreed, and dismissed the
6 case. *Id.* The Nevada supreme court affirmed. *Id.*, 123 Nev. at 65-66, 156 P.3d at 23-24. It held:

7 NRS 338.1381 expressly authorizes a means of remedying any wrongful
8 prequalification denial: an administrative hearing, followed, if necessary, by judicial
9 review. Because NRS 338.1381 provides this express remedy, we will not read any
10 additional remedies into the statute. We therefore conclude that there is no separate
11 private cause of action for the denial of a public-works bidder-qualification
12 application.

11 *Id.*

12 Like the statutes at issue in *Richardson* and *City of Reno*, NRS 649.075 does not create a
13 private right of action. *See Christy v. Designed Receivable Solutions, Inc.*, 2018 WL 4008982, at *5
14 (D. Nev. Aug. 21, 2018); *accord Stickler v. AnswerCorrect Teleservices, Inc.*, 2015 WL 3935242, at
15 *4 (D. Nev. June 26, 2015); *Preston v. Clark Cty. Collection Servs., LLC*, 2014 WL 6882626, at *2-
16 3 (D. Nev. Dec. 4, 2014); *Peatrowsky v. Persolve*, 2014 WL 1215061, at *5 & n.39 (D. Nev. Mar.
17 24, 2014); *Padilla v. PNC Mortg.*, 2011 WL 3585484, at *4 (D. Nev. Aug. 15, 2011); *Smith Cmty.*
18 *Lending, Inc.*, 773 F. Supp. 2d 941, 945 & n.2 (D. Nev. 2011). Instead, it expressly provides the sole
19 remedy for violations of Chapter 649. The statute gives *the Commissioner* certain remedies, after
20 providing the entity with an opportunity to cure. *See* NRS 649.390(2)-(4) (Commissioner first must
21 issue a cease and desist order, and can impose penalties only if the person fails to timely comply
22 with the order); *see also* NRS 649.400, 649.440 (allowing the Commissioner to: (1) advise the
23 district attorney of the uncured violations, who can then take appropriate legal action; (2) bring suit
24 on behalf of the State of Nevada to enjoin an entity from continuing to violate the provisions of
25 chapter 649; or (3) impose administrative fines.)

26 Nothing in Chapter 649 provides a private citizen with a private right of action against an
27 entity for any alleged violations. Because Chapter 649 establishes a remedial procedure to address
28 any violations, private citizens cannot sue for violation under these provisions.

1 Plaintiff already provided notice to the NFID of his belief that Bayview was in violation of
2 NRS 649.075. The Commissioner took the actions it deemed necessary to address the situation,
3 which did not include enjoining Bayview from authorizing foreclosure on behalf of BoNYM.
4 Plaintiff has no authority under the statute to do anything more. Because Plaintiff has no standing to
5 pursue a private right of action under NRS 649.075, he is unlikely to succeed on the merits.

6 **3. BoNYM is authorized to foreclose.**

7 BoNYM—as the beneficiary of the deed of trust—is the entity foreclosing, not Bayview.
8 BoNYM has complied with all legal requirements to foreclose on its deed of trust under NRS
9 107.080. While Bayview disputes it performed unlicensed collection activities before January 2019,
10 even if that were true, and Plaintiff had standing to pursue such claims, Plaintiff fails to explain why
11 this prevents BoNYM from foreclosing on its deed of trust. Further, Plaintiff's own allegations
12 demonstrate the foreclosure sale was not scheduled until June 2019, *after* Bayview became licensed.
13 Even if all of Plaintiff's allegations were true, the remedy is not to enjoin BoNYM from foreclosing.

14 **B. If the court grants the motion it should require a significant bond.**

15 If the court grants Baham's request for an injunction, it should also require that he post a
16 sufficient bond. Defendants request this bond be in the approximate amount due and owing,
17 \$933,533.83. Ex. F. Any restraining order will result in BoNYM not realizing the recovery of the
18 sums due and owing at the scheduled sale.

19 If the court disagrees with this amount, it should *at the very least* order Plaintiff to pay
20 BoNYM, through its loan servicer Bayview, the monthly loan amount of \$3,733.44 pending
21 resolution of the case. Baham should also be required to keep the property in good condition, carry
22 hazard insurance on the property, ensure the property remains free from any other liens or
23 encumbrances, and pay any taxes and assessments owed while the foreclosure sale is enjoined.

24 . . .

25 . . .

26 . . .

27 . . .

28 . . .

1 **IV. CONCLUSION**

2 The Court should deny Plaintiff's request to delay foreclosure any further. Plaintiff has no
3 valid basis to prevent BoNYM from foreclosing on its deed of trust.

4 Dated the 27th day of June, 2019.

5 **AKERMAN LLP**

6 /s/ Jamie K. Combs

7 DARREN T. BRENNER, ESQ.

Nevada Bar No. 8386

8 JAMIE K. COMBS, ESQ.

Nevada Bar No. 13088

9 1635 Villate Center Cir., Suite 200

10 Las Vegas, Nevada 89134

11 *Attorneys for Defendants*

CERTIFICATE OF SERVICE – STATE COURT

I HEREBY CERTIFY that on this 27th day of June, 2019, I caused to be served a true and correct copy of the foregoing **OPPOSITION TO MOTION FOR PRELIMINARY INJUNCTION**, in the following manner:

☒ **(ELECTRONIC SERVICE)** Pursuant to Administrative Order 14-2, the above-referenced document was electronically filed on the date hereof and served through the Notice of Electronic Filing automatically generated by the Court's facilities to those parties listed on the Court's Master Service List as follows:

COBGURN LAW – ATTORNEYS FOR DENNIS BAHAM

File Clerk	efile@cogburncares.com
Erik W. Fox	ewf@cogburncares.com
Katie Johnson	kjj@cogburncares.com

KOLESAR AND LEATHAM – ATTORNEYS FOR FIRST AMERICAN TRUSTEE SERVICING

Aaron R Maurice	amaurice@klnevada.com
Susan Owens	sowens@klnevada.com
Brittany N. Wood	bwood@klnevada.com

☐ **(UNITED STATES MAIL)** By depositing a copy of the above-referenced document for mailing in the United States Mail, first-class postage prepaid, at Las Vegas, Nevada, to the parties listed below at their last-known mailing addresses, on the date above written.

☐ **(PERSONAL SERVICE)** By causing to be personally delivered a copy of the above-referenced document to the person(s) listed below: N/A

☐ **(EMAIL)** By emailing a true and correct copy of the above-referenced document to the person(s) listed below: N/A

I declare that I am employed in the office of a member of the bar of this Court at whose discretion the service was made.

/s/ Carla Llarena

An employee of AKERMAN LLP

EXHIBIT A

EXHIBIT A

20041223-0002350

Assessor's Parcel Number:
125-14-810-039
After Recording Return To:
COUNTRYWIDE HOME LOANS, INC.

Fee: \$39.00
N/C Fee: \$25.00

12/23/2004 13:57:31
T20040157883

Requestor:
NORTH AMERICAN TITLE COMPANY

Frances Deane ROF
Clark County Recorder Pas: 26

MS SV-79 DOCUMENT PROCESSING
P.O.Box 10423
Van Nuys, CA 91410-0423
Prepared By:
AMANDA "AJ" WILSON
Recording Requested By:
D. LANE

Cole

COUNTRYWIDE HOME LOANS, INC.

3073 W CRAIG RD, STE 5&6
NORTH LAS VEGAS
NV 89032

SS

NV204-3567 LSH

[Space Above This Line For Recording Data]

20403567 00 938212004
[Escrow/Closing #] [Doc ID #]

DEED OF TRUST

MIN 1000157-0004498037-9

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated DECEMBER 21, 2004, together with all Riders to this document.

NEVADA-Single Family- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

Page 1 of 16

VMP® -6A(NV) (0307) CHL (07/03)(d)

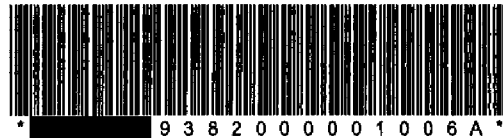
VMP Mortgage Solutions - (800)521-7291

Initials: *D.B.*

Form 3029 1/01



* 2 3 9 9 1 *



* 9 3 8 2 0 0 0 0 1 0 0 6 A *

(B) "Borrower" is
DENNIS BAHAM

Borrower is the trustor under this Security Instrument.

(C) "Lender" is
COUNTRYWIDE HOME LOANS, INC.

Lender is a
CORPORATION

organized and existing under the laws of NEW YORK
4500 Park Granada
Calabasas, CA 91302-1613

Lender's address is

(D) "Trustee" is
CTC REAL ESTATE SERVICES

400 COUNTRYWIDE WAY / MSN SV-88
SIMI VALLEY, CA 93065

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the beneficiary under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated DECEMBER 21, 2004
The Note states that Borrower owes Lender
SIX HUNDRED SIXTEEN THOUSAND TWENTY and 00/100

Dollars (U.S. \$ 616,020.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than JANUARY 01, 2035

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

<input checked="" type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input checked="" type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> VA Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Other(s) [specify]

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

Initials: D.B.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower

DOC ID #: 00[REDACTED]938212004

irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the COUNTY of

[Type of Recording Jurisdiction]

CLARK :

[Name of Recording Jurisdiction]

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

which currently has the address of

6017 GUILD CT, LAS VEGAS

[Street/City]

Nevada 89131-2331 ("Property Address"):

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Initials: D. B.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums

Initials: P. B.

any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or

Initials: DB

defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be

Initials: DB

paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is

Initials: P.B.

reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive

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from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Initials: DR

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

Initials: DB

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees,

Initials: DB

property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Initials: R. B.

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option, and without further demand, may invoke the power of sale, including the right to accelerate full payment of the Note, and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold, and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

24. Substitute Trustee. Lender at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

25. Assumption Fee. If there is an assumption of this loan, Lender may charge an assumption fee of U.S. \$ 300.00

Initials: D. B.

DOC ID #: 00[REDACTED]938212004

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

_____ 
DENNIS BAHAM

_____(Seal)
-Borrower

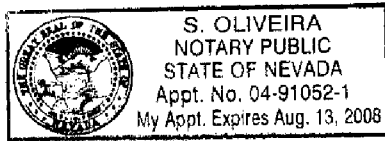
_____(Seal)
-Borrower

_____(Seal)
-Borrower

_____(Seal)
-Borrower

STATE OF NEVADA
COUNTY OF Clark

This instrument was acknowledged before me on 12/22/04 by
Dennis Baham



A large, stylized handwritten signature, likely "S. Oliveira", written in black ink over a horizontal line.

Mail Tax Statements To:
TAX DEPARTMENT SV3-24

450 American Street
Simi Valley CA, 93065

Prepared by: AMANDA "AJ" WILSON

COUNTRYWIDE HOME LOANS, INC.

Branch #: 0001005
3073 W CRAIG RD, STE 5&6
NORTH LAS VEGAS, NV 89032
Phone: (866)286-9997
Br Fax No.: (702)647-1443

DATE: 12/21/2004

CASE #:

DOC ID #: 00[REDACTED]938212004

BORROWER: DENNIS BAHAM

PROPERTY ADDRESS: 6017 GUILD CT

LAS VEGAS, NV 89131-2331

LEGAL DESCRIPTION EXHIBIT A

PARCEL I: LOT 39 IN BLOCK A OF FINAL MAP OF ELKHORN/JONES, A RESIDENTIAL PLANNED DEVELOPMENT AS SHOWN BY MAP THEREOF ON FILE IN BOOK 114 OF PLATS, PAGE 14, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA. RESERVING THEREFROM A NONEXCLUSIVE EASEMENT OF ACCESS, INGRESS, EGRESS, USE AND ENJOYMENT OF, IN, TO AND OVER THE ASSOCIATION PROPERTY AS DELINEATED ON THE PLAT MAP REFERRED TO ABOVE AND FURTHER DEFINED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CANYON MIST ESTATES RECORDED JANUARY 12, 2004 IN BOOK 20040112 AS DOCUMENT NO. 02925 OF OFFICIAL RECORDS, AS THE SAME MAP FROM TIME TO TIME BE AMENDED AND/OR SUPPLEMENTED IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA. PARCEL II: A NONEXCLUSIVE EASEMENT OF ACCESS, INGRESS, EGRESS, USE AND ENJOYMENT OF, IN, TO AND OVER THE ASSOCIATION PROPERTY AS DELINEATED ON THE PLAT MAP AND FURTHER DEFINED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CANYON MIST ESTATE RECORDED JANUARY 12, 2004 IN BOOK 20040112 AS DOCUMENT NO. 02925, AND AS THE SAME MAY FROM TIME TO TIME BE AMENDED AND/OR SUPPLEMENTED IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, WHICH EASEMENT IS APPURTENANT TO PARCEL ONE (1).

FHA/VA/CONV

- Legal Description Exhibit A
- 1D955-NV (07/03)(d)



PLANNED UNIT DEVELOPMENT RIDER

After Recording Return To:
COUNTRYWIDE HOME LOANS, INC.
MS SV-79 DOCUMENT PROCESSING
P.O.Box 10423
Van Nuys, CA 91410-0423

PARCEL ID #:
125-14-810-039

Prepared By:
AMANDA "AJ" WILSON

20403567 00[REDACTED]938212004
[Escrow/Closing #] [Doc ID #]

THIS PLANNED UNIT DEVELOPMENT RIDER is made this TWENTY-FIRST day of
DECEMBER, 2004, and is incorporated into and shall be deemed to amend and supplement the
Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the

MULTISTATE PUD RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

VMP -7R (0405)

CHL (06/04)(d)

Page 1 of 4

Initials: DB

VMP Mortgage Solutions, Inc. (800)521-7291

Form 3150 1/01



DOC ID #: 00[REDACTED]938212004

undersigned (the "Borrower") to secure Borrower's Note to
COUNTRYWIDE HOME LOANS, INC.

(the "Lender") of the same date and covering the Property described in the Security Instrument and
located at:

6017 GUILD CT
LAS VEGAS, NV 89131-2331
[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with
other such parcels and certain common areas and facilities, as described in
THE COVENANTS, CONDITIONS, AND RESTRICTIONS FILED OF RECORD
THAT AFFECT THE PROPERTY

(the "Declaration"). The Property is a part of a planned unit development known as
ELKHORN JONES

[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or
equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners
Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS. In addition to the covenants and agreements made in the Security
Instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's
Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of
incorporation, trust instrument or any equivalent document which creates the Owners Association; and
(iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay,
when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted
insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender
and which provides insurance coverage in the amounts (including deductible levels), for the periods,
and against loss by fire, hazards included within the term "extended coverage," and any other
hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance,
then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly
premium installments for property insurance on the Property; and (ii) Borrower's obligation under
Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent
that the required coverage is provided by the Owners Association policy.

Initials: D.B.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

Initials: D.B.

DOC ID #: 00[REDACTED]938212004

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.



DENNIS BAHAM (Seal)
- Borrower

(Seal)
- Borrower

(Seal)
- Borrower

(Seal)
- Borrower

Assessor's Parcel Number:
125-14-810-039
After Recording Return To:
COUNTRYWIDE HOME LOANS, INC.

MS SV-79 DOCUMENT PROCESSING
P.O.Box 10423
Van Nuys, CA 91410-0423
Prepared By:
AMANDA "AJ" WILSON

Recording Requested By:

[Space Above This Line For Recording Data]

FIXED/ADJUSTABLE RATE RIDER
(LIBOR One-Year Index (As Published In *The Wall Street Journal*) - Rate Caps)

20403567 00[REDACTED]938212004
[Escrow/Closing #] [Doc ID #]

CONV
• MULTISTATE FIXED/ADJUSTABLE RATE RIDER - WSJ One-Year LIBOR - Single Family
INTEREST ONLY
1U796-XX (06/04)(d) Page 1 of 5 Initials: P.B.



DOC ID #: 00[REDACTED]938212004

THIS FIXED/ADJUSTABLE RATE RIDER is made this TWENTY-FIRST day of DECEMBER, 2004, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Fixed/Adjustable Rate Note (the "Note") to COUNTRYWIDE HOME LOANS, INC.

("Lender") of the same date and covering the property described in the Security Instrument and located at:

6017 GUILD CT
LAS VEGAS, NV 89131-2331

[Property Address]

THE NOTE PROVIDES FOR A CHANGE IN BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of 5.250 %. The Note also provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of JANUARY, 2010, and the adjustable interest rate I will pay may change on that day every 12th month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the average of interbank offered rates for one year U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index".

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO & ONE-QUARTER percentage points (2.250 %) to the Current Index. the Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

CONV

• MULTISTATE FIXED/ADJUSTABLE RATE RIDER - WSJ One-Year LIBOR - Single Family INTEREST ONLY

1U796-XX (06/04)

Page 2 of 5

Initials: D.B.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 10.250 % or less than 2.250 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two percentage points from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 10.250 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my initial fixed interest rate to an adjustable interest rate and of any changes in my adjustable interest rate before the effective date of any change. The notice will include the amount of my monthly payment, any information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

1. Until Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument shall read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

CONV

• MULTISTATE FIXED/ADJUSTABLE RATE RIDER - WSJ One-Year LIBOR - Single Family
INTEREST ONLY
1U796-XX (06/04)

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Initials: DA

2. When Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument described in Section B1 above shall then cease to be in effect, and the provisions of Uniform Covenant 18 of the Security Instrument shall be amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

CONV

• MULTISTATE FIXED/ADJUSTABLE RATE RIDER - WSJ One-Year LIBOR - Single Family
INTEREST ONLY
1U796-XX (06/04)

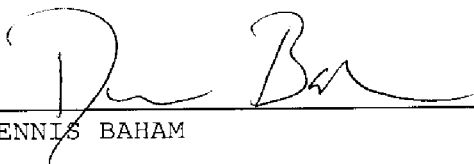
Page 4 of 5

Initials: DB

DOC ID #: 00[REDACTED]938212004

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Fixed/Adjustable Rate Rider.

	(Seal)
DENNIS BAHAM	-Borrower
_____	(Seal)
	-Borrower
_____	(Seal)
	-Borrower
_____	(Seal)
	-Borrower

CONV

• MULTISTATE FIXED/ADJUSTABLE RATE RIDER - WSJ One-Year LIBOR - Single Family
INTEREST ONLY
1U796-XX (06/04)

Page 5 of 5

EXHIBIT B

EXHIBIT B

Inst #: 201201250000110

Fees: \$18.00

N/C Fee: \$0.00

01/25/2012 08:01:13 AM

Receipt #: 1045361

Requestor:

CORELOGIC

Recorded By: MSH Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

Recording Requested By:

Bank of America

Prepared By: Youda Crain

888-603-9011

When recorded mail to:

CoreLogic

450 E. Boundary St.

Attn: Release Dept.

Chapin, SC 29036



DocID# 734 938211799

Tax ID: 125-14-810-039

Property Address:

6017 Guild Ct

Las Vegas, NV 89131-2331

NV0-ADT 16889698 1/23/2012

This space for Recorder's use

MIN #: 1000157-0004498037-9

MERS Phone #: 888-679-6377

ASSIGNMENT OF DEED OF TRUST

For Value Received, the undersigned holder of a Deed of Trust (herein "Assignor") whose address is **1901 E Voorhees Street, Suite C, Danville, IL 61834** does hereby grant, sell, assign, transfer and convey unto **THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWALT, INC., ALTERNATIVE LOAN TRUST 2005-2, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-2** whose address is **101 BARCLAY ST - 4W, NEW YORK, NY 10286** all beneficial interest under that certain Deed of Trust described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Deed of Trust.

Original Lender: **COUNTRYWIDE HOME LOANS, INC.**

Made By: **DENNIS BAHAM**

Trustee: **CTC REAL ESTATE SERVICES**

Date of Deed of Trust: **12/21/2004** Original Loan Amount: **\$629,629.27**

Recorded in **Clark County, NV** on: **12/23/2004**, book **N/A**, page **N/A** and instrument number **20041223-0002350**

I the undersigned hereby affirm that this document submitted for recording does not contain the social security number of any person or persons.

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Deed of Trust to be executed on

1/23/12

**MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC.**

By: 

Swarupa Slee Vice President

State of California
County of Ventura

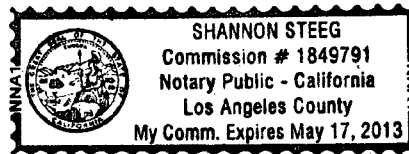
On JAN 23 2012 before me, Shannon Steeg, Notary Public, personally appeared
Swarupa Slee

, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public: Shannon Steeg
My Commission Expires: May 17, 2013



(Seal)

EXHIBIT C

EXHIBIT C

APN : 125-14-810-039

Recording Requested By :
First American Title Insurance Company

When Recorded Mail To :
First American Trustee Servicing Solutions, LLC
4795 Regent Blvd, Mail Code 1011-F
Irving, TX 75063

TS No.: NV1400259949
VA/FHA/PMI No. NEVADA
TSG No. 8457622

Inst #: 20180426-0001051

Fees: \$290.00

04/26/2018 11:15:20 AM

Receipt #: 3385211

Requestor:

FIRST AMERICAN/ TRUSTEE SER

Recorded By: DROY Pgs: 8

DEBBIE CONWAY

CLARK COUNTY RECORDER

Src: ERECORD

Ofc: ERECORD

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

IMPORTANT NOTICE

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS IT MAY BE SOLD WITHOUT ANY COURT ACTION, and you may have the legal right to bring your account into good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five business days prior to the date set for the sale of your property. No sale date may be set until three months from the date this notice of default may be recorded (which date of recordation appears on this notice).

While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the note and deed of trust or mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition of reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than the three month period stated above) to, among other things, (1) provide additional time in which to cure the default by transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2);

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor.

APN No.: 125-14-810-039
TS No.: NV1400259949
VA/FHA/PMI No.:
TSG No. 8457622

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

NEVADA

To find out the amount you must pay, or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

**THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE
CERTIFICATEHOLDERS OF CWALT, INC., ALTERNATIVE LOAN TRUST 2005-2, MORTGAGE
PASS-THROUGH CERTIFICATES, SERIES 2005-2
c/o First American Trustee Servicing Solutions, LLC
4795 Regent Blvd, Mail Code 1011-F
Irving, TX 75063
866-429-5179**

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan.

Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale provided the sale is concluded prior to the conclusion of the foreclosure.

Remember, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.

NOTICE IS HEREBY GIVEN: That **First American Trustee Servicing Solutions, LLC** As Agent for the current beneficiary under a Deed of Trust dated **12/21/2004** executed by:

DENNIS BAHAM,

as Trustor to secure certain obligations in favor of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ("MERS") AS NOMINEE FOR COUNTRYWIDE HOME LOANS, INC.** as Beneficiary, recorded **12/23/2004**, (as Instrument No.) **20041223-0002350**, (in Book) (Page) , of Official Records in the Office of the Recorder of **CLARK County, Nevada** describing land therein as:

AS MORE FULLY DESCRIBED IN THE ABOVE MENTIONED DEED OF TRUST

Property Address: **6017 GUILD CT, LAS VEGAS NV 89131-2331**
said obligations including ONE NOTE FOR THE ORIGINAL sum of **\$616,020.00**

That a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of:

**THE INSTALLMENT OF PRINCIPAL AND INTEREST WHICH BECAME DUE ON 9/1/2011 AND ALL
SUBSEQUENT INSTALLMENTS, TOGETHER WITH LATE CHARGES AS SET FORTH IN SAID
NOTE AND DEED OF TRUST, ADVANCES, ASSESSMENTS, FEES, AND/OR TRUSTEE FEES.
NOTHING IN THIS NOTICE SHALL BE CONSTRUED AS A WAIVER OF ANY FEES OWING TO THE
BENEFICIARY UNDER THE DEED OF TRUST, PURSUANT TO THE TERMS OF THE LOAN
DOCUMENTS..**

This property is sold as-is. The lender is unable to validate the condition, defects or disclosure issues of said property and buyer waives the disclosure requirement under NRS 113.130 by purchasing at this sale and signing said receipt.

APN No.: 125-14-810-039
TS No.: NV1400259949
VA/FHA/PMI No.:
TSG No. 8457622

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

NEVADA

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

Dated: 4-26-18

First American Trustee Servicing Solutions, LLC
4795 Regent Blvd, Mail Code 1011-F
Irving TX75063

By DeeAnn Gregory
(signature)

Name: DeeAnn Gregory, Senior Manager

Title: _____

**First American Trustee Servicing Solutions, LLC MAY BE ACTING AS A DEBT COLLECTOR
ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED MAY BE USED FOR THAT
PURPOSE.**

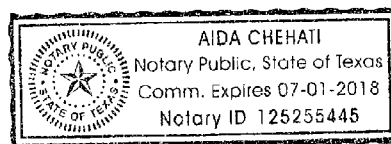
STATE OF TEXAS
COUNTY OF DALLAS

Before me, Aida Chehati on this day personally appeared DeeAnn Gregory
known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that
this person executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 26th day of April, A.D., 2018

Aida Chehati (Notary Seal)

SEE ATTACHED DECLARATIONS



AFFIDAVIT OF AUTHORITY TO EXERCISE THE POWER OF SALE

Borrower(s): DENNIS BAHAM	Trustee Name and Address: First American Trustee Servicing Solutions, LLC 4795 Regent Blvd, Mail Code 1011-F Irving, TX 75063
Property Address: 6017 GUILD CT, LAS VEGAS NV 89131-2331	Deed of Trust Document <u>Instrument No.</u> 20041223-0002350

STATE OF Pennsylvania)
COUNTY OF Montgomery) ss:

The affiant, Randall Jackson, being first duly sworn
upon oath and under penalty of perjury, attests as follows:

1. I am an employee of BAYVIEW LOAN SERVICING, LLC. I am duly authorized to make this Affidavit for THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWALT, INC., ALTERNATIVE LOAN TRUST 2005-2, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-2 in its capacity as the current beneficiary of the subject Deed of Trust ("Beneficiary") or the Servicer for the current beneficiary of the Deed of Trust.

2. I have the personal knowledge required to execute this Affidavit, as set forth in NRS 107.080(2)(c) and can confirm the accuracy of the information set forth herein. If sworn as a witness, I could competently testify to the facts contained herein.

3. In the regular and ordinary course of business, it is BAYVIEW LOAN SERVICING, LLC's practice to make, collect, and maintain business records and documents related to any loan it originates, funds, purchases and/or services, including the Subject Loan (collectively, "Business Records"). I have continuing access to the Business Records for the Subject Loan, and I am familiar with the Business Records and I have personally reviewed the business records relied upon to compile this Affidavit.

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

First American Trustee Servicing Solutions, LLC		4795 Regent Blvd, Mail Code 1011-F Irving, TX 75063
Full Name		Street, City, State, Zip

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

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWALT, INC., ALTERNATIVE LOAN TRUST 2005-2, MORTGAGE PASS- THROUGH CERTIFICATES, SERIES 2005-2		c/o BAYVIEW LOAN SERVICING, LLC, 4425 PONCE DE LEON, 5TH FLOOR , CORAL GABLES, FL 33146
Full Name		Street, City, State, Zip

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

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWALT, INC., ALTERNATIVE LOAN TRUST 2005-2, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-2		c/o BAYVIEW LOAN SERVICING, LLC, 4425 PONCE DE LEON, 5TH FLOOR , CORAL GABLES, FL 33146
Full Name		Street, City, State, Zip

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

BAYVIEW LOAN SERVICING, LLC		4425 PONCE DE LEON, 5TH FLOOR , CORAL GABLES, FL 33146
Full Name		Street, City, State, Zip

8. The beneficiary, its successor in interest, or the trustee of the Deed of Trust has: (I) actual or constructive possession of the note secured by the Deed of Trust; and/or (II) is entitled to enforce the obligation or debt secured by the Deed of Trust. If the latter is applicable and the obligation or debt is an "instrument," as defined in NRS § 104.3103(2), the beneficiary, successor in interest to the beneficiary, or trustee entitled to enforce the obligation or debt is either: (1) the holder of the instrument constituting the obligation or debt; (2) a nonholder in possession of the instrument who has the rights of the holder; or (3) a person not in possession of the instrument who is entitled to enforce the instrument pursuant to a court order issued NRS § 104.3309.

9. The beneficiary, its successor in interest, the trustee, the servicer of the obligation or debt secured by the Deed of Trust, or an attorney representing any of those persons, has sent to the obligor or borrower of the of the obligation or debt secured by the Deed of Trust a written statement containing the following information (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 underlying obligation or debt, 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; (VI) contact information for obtaining the most current amounts due and a local or toll free telephone number where the obligor or borrower of the obligation or debt may call to receive the most current amounts due and a recitation of the information contained in this Affidavit.

10. The borrower or obligor may utilize the following toll-free or local telephone number to inquire about the default, obtain the most current amounts due, receive a recitation of the information contained in this Affidavit, and/or explore loss mitigation alternatives: (800)771-0299.

11. Pursuant to my personal review of the business records of the beneficiary, the successor in interest of the beneficiary, and/or the business records of the servicer of the obligation or debt secured by the Deed of Trust; and/or the records of the county recorder where the subject real property is located; and or the title guaranty or title insurance issued by a title insurer or title agent authorized to do business in the state of Nevada, the following is the (I) date, (II) recordation number (or other unique designation); and (III) assignee of each recorded assignment of the subject Deed of Trust:

RECORDED: 01/25/2012 AS INSTRUMENT: 201201250000110
FROM: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.
TO: THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE
FOR THE CERTIFICATEHOLDERS OF CWALT, INC., ALTERNATIVE LOAN TRUST 2005-
2, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-2.

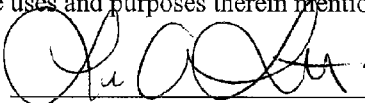
Signed By: 

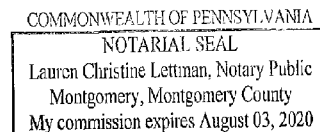
Dated: 12-13-17

Print Name: Randall Jackson

STATE OF Pennsylvania)
COUNTY OF Montgomery) ss:

On this 13th day of December, 2017, personally appeared before me, a Notary Public, in and for said County and State, Randall Jackson, 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 he/she executed the same freely and voluntarily and for the uses and purposes therein mentioned.


Lauren Christine Lettman
NOTARY PUBLIC IN AND FOR
SAID COUNTY AND STATE



Declaration of Mortgage Servicer Pursuant to Nevada Senate Bill 321

Mortgage Servicer: Bayview Loan Servicing, LLC, a Delaware Limited Liability Company
Borrower(s): DENNIS BAHAM
Property Address: 6017 GUILD CT LAS VEGAS, NV 89131
Loan No.:
T.S. No.:

The undersigned, as an authorized agent or employee of the mortgage servicer named below, declares that:

1. ☒ The mortgage servicer has contacted the borrower pursuant to Nevada Senate Bill 321 Section 11.2 to "assess the borrower's financial situation and explore options for the borrower to avoid foreclosure." Thirty (30) days, or more, have passed since the initial contact was made.
2. ☐ "The mortgage servicer has tried with due diligence to contact the borrower(s) as required by NRS 107.510(5) (a) and NRS 107.510(5) (c)-(e), but has not made contact despite such due diligence. The telephone contact requirements under NRS 107.510(5) (b) were not attempted pursuant to the borrower's previously submitted request for cease communication. The due diligence efforts were satisfied on _____, 20____."
3. ☐ Despite the exercise of due diligence pursuant to Nevada Senate Bill 321 Section 11.4, the Mortgage servicer has been unable to contact the borrower to "assess the borrower's financial situation and explore options for the borrower to avoid foreclosure." Thirty (30) days, or more, have passed since these due diligence efforts were satisfied.
4. ☐ No contact was required by the mortgage servicer because the individual(s) did not meet the definition of "borrower" pursuant to subdivision (c) of NRS Chapter 107.
5. ☐ The requirements of Nevada Senate Bill 321 do not apply due to the qualifications set forth in NRS Chapter 107:
 - a. _____ The loan is not secured by a first mortgage deed of trust that secures a loan or that encumbers real property.
 - b. _____ The real property is not occupied by the borrower(s).
 - c. _____ The secured property is exempt from due diligence, the borrower is deceased.
6. ☐ The borrower has surrendered the secured property as evidenced by either a letter confirming the surrender or By delivery of the keys to the secured property to the beneficiary, the beneficiary's authorized agent or the trustee.

The undersigned certifies that this declaration is accurate, complete and supported by competent and reliable evidence, which the mortgage servicer has reviewed to substantiate the borrower's default and the right to foreclose, including the borrower's loan status and loan information.

Bayview Loan Servicing, LLC, a Delaware Limited Liability Company

Dated: 04/17/2018

By: _____

NAME: GREGORY HARRISON
State Declaration Processor Loss Mitigation - QA

EXHIBIT D

EXHIBIT D

75100

48

FILED

MAY 24 2018

EXHIBIT-B

PETITION FOR FORECLOSURE MEDIATION ASSISTANCE FORM

CLERK OF COURT

Homeowner(s) Name(s): Dennis Baham
Address: 6017 Guild CT
City: Las Vegas, Nevada Zip: 89131
Phone: [REDACTED]
Email: [REDACTED]
Petitioner, In Proper Person

A-18-775019-FM
PPFM
Petition for Foreclosure Mediation Assistance
4749333



DISTRICT COURT
CLARK COUNTY, NEVADA

Dennis Baham
(Homeowner name)
AND First American Trustee Servicing Solutions
(Additional homeowner names) Respondant

CASE NO.: A18-775019-FM
DEPT: XI

PETITION FOR FORECLOSURE MEDIATION ASSISTANCE

Petitioners hereby petition this Court, pursuant to the terms of Chapter 107 of the Nevada Revised Statutes, to grant them participation in the mediation program for homeowners facing foreclosure. Petitioners state as follows:

1. **Residence.** The home that is under foreclosure proceedings is in Clark County in the State of Nevada. Petitioner is the occupant and owner of this home.
2. **APN.** The assessor parcel number (APN) of the home is 125-14-810-039.
3. **Notice of Default.** The notice of default is attached to this petition. The notice was received within the last 30 days.
4. **Mediation Fee.** The required \$250 mediation fee is submitted herewith.

Petitioners hereby request that this Court allow participation in the foreclosure mediation assistance program.

5-24-18
Date
Dennis Baham
Homeowner Signature
Dennis Baham
Homeowner Printed Name
Petitioner, In Proper Person

Date

Additional Homeowner Signature

Additional Homeowner Printed Name

RECEIVED
MAY 24 2018
CLERK OF THE COURT

FIRST PETITIONER'S VERIFICATION

STATE OF NEVADA)
)
COUNTY OF Clark)

(Homeowner's name) Dennis Baham being first duly sworn
under penalty of perjury, deposes and says:

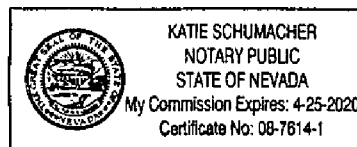
I am the Petitioner herein, and I have read the foregoing Petition for Foreclosure
Mediation Assistance and know the contents thereof; that the pleading is true to the best of my
own knowledge.

▶ Dennis Baham
(Homeowner's signature)

Signed and sworn to (or affirmed) before me on

(date) May 23, 2018 by (name) Dennis Baham

Katie Schumacher
Signature of notarial officer



STATE OF NEVADA)
)
COUNTY OF Clark)

On this 23rd day of May, 2018, personally appeared
before me, a Notary Public, (homeowner's name) Dennis Baham,
known or proved to me to be the person who executed the foregoing Petition for Foreclosure
Mediation Assistance, and who acknowledged to me that he/she did so freely and voluntarily
and for the uses and purposes herein stated.

CERTIFICATE OF SERVICE

I, Dennis Baham, hereby certify that on this date 5-24-18, I mailed copies of the foregoing "PETITION FOR FORECLOSURE MEDIATION ASSISTANCE" certified mail, return receipt requested, to the following parties at the addresses shown below:

Trustee

First American Trustee Servicing Solutions, LLC
4795 Regent BLVD, Mail Code 1011-F
Irving, Texas, 75063

Beneficiary

Bayview Loan Servicing, LLC
4425 Ponce De Leon, 5th Floor
Coral Gables, FL 33146

Home Means Nevada

3300 West Sahara Avenue, Suite (TBD) 480
Las Vegas, Nevada 89102

Other party of interest

Signed Dennis Baham

APN : 125-14-810-039

Recording Requested By :
First American Title Insurance Company

When Recorded Mail To :
First American Trustee Servicing Solutions, LLC
4795 Regent Blvd, Mail Code 1011-F
Irving, TX 75063

TS No.: NV1400259949
VA/FHA/PMI No. NEVADA
TSG No. 8457622

Inst #: 20180426-0001051

Fees: \$290.00

04/26/2018 11:16:20 AM

Receipt #: 3385211

Requestor:

FIRST AMERICAN/ TRUSTEE SER

Recorded By: DROY Pgs: 8

DEBBIE CONWAY

CLARK COUNTY RECORDER

Src: ERECORD

Ofc: ERECORD

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

IMPORTANT NOTICE

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS IT MAY BE SOLD WITHOUT ANY COURT ACTION, and you may have the legal right to bring your account into good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five business days prior to the date set for the sale of your property. No sale date may be set until three months from the date this notice of default may be recorded (which date of recordation appears on this notice).

While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the note and deed of trust or mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition of reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than the three month period stated above) to, among other things, (1) provide additional time in which to cure the default by transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2);

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor.



APN No.: 125-14-810-039
TS No.: NV1400259949
VA/FHA/PMI No.:
TSG No. 8457622

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

NEVADA

To find out the amount you must pay, or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

**THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE
CERTIFICATEHOLDERS OF CWALT, INC., ALTERNATIVE LOAN TRUST 2005-2, MORTGAGE
PASS-THROUGH CERTIFICATES, SERIES 2005-2
c/o First American Trustee Servicing Solutions, LLC
4795 Regent Blvd, Mail Code 1011-F
Irving, TX 75063
866-429-5179**

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan.

Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale provided the sale is concluded prior to the conclusion of the foreclosure.

Remember, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.

NOTICE IS HEREBY GIVEN: That First American Trustee Servicing Solutions, LLC As Agent for the current beneficiary under a Deed of Trust dated 12/21/2004 executed by:

DENNIS BAHAM,

as Trustor to secure certain obligations in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ("MERS") AS NOMINEE FOR COUNTRYWIDE HOME LOANS, INC. as Beneficiary, recorded 12/23/2004, (as Instrument No.) 20041223-0002350, (in Book) (Page) , of Official Records in the Office of the Recorder of CLARK County, Nevada describing land therein as:

AS MORE FULLY DESCRIBED IN THE ABOVE MENTIONED DEED OF TRUST

Property Address: 6017 GUILD CT, LAS VEGAS NV 89131-2331
said obligations including ONE NOTE FOR THE ORIGINAL sum of \$616,020.00

That a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of:

**THE INSTALLMENT OF PRINCIPAL AND INTEREST WHICH BECAME DUE ON 9/1/2011 AND ALL
SUBSEQUENT INSTALLMENTS, TOGETHER WITH LATE CHARGES AS SET FORTH IN SAID
NOTE AND DEED OF TRUST, ADVANCES, ASSESSMENTS, FEES, AND/OR TRUSTEE FEES.
NOTHING IN THIS NOTICE SHALL BE CONSTRUED AS A WAIVER OF ANY FEES OWING TO THE
BENEFICIARY UNDER THE DEED OF TRUST, PURSUANT TO THE TERMS OF THE LOAN
DOCUMENTS..**

This property is sold as-is. The lender is unable to validate the condition, defects or disclosure issues of said property and buyer waives the disclosure requirement under NRS 113.130 by purchasing at this sale and signing said receipt.

APN No.: 125-14-810-039
TS No.: NV1400259949
VA/FHA/PMI No.:
TSG No. 8457622

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

NEVADA

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

Dated: 4-26-18

First American Trustee Servicing Solutions, LLC
4795 Regent Blvd, Mail Code 1011-F
Irving TX75063

By DeeAnn Gregory
(signature)

Name: DeeAnn Gregory, Senior Manager

Title: _____

**First American Trustee Servicing Solutions, LLC MAY BE ACTING AS A DEBT COLLECTOR
ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED MAY BE USED FOR THAT
PURPOSE.**

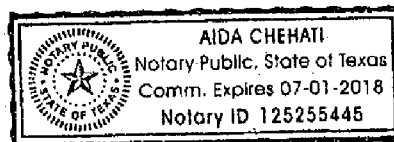
STATE OF TEXAS
COUNTY OF DALLAS

Before me, Aida Chehafi on this day personally appeared DeeAnn Gregory
known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that
this person executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 26th day of April, A.D., 2018

Aida Chehafi (Notary Seal)

SEE ATTACHED DECLARATIONS



AFFIDAVIT OF AUTHORITY TO EXERCISE THE POWER OF SALE

Borrower(s): DENNIS BAHAM	Trustee Name and Address: First American Trustee Servicing Solutions, LLC 4795 Regent Blvd, Mail Code 1011-F Irving, TX 75063
Property Address: 6017 GUILD CT, LAS VEGAS NV 89131-2331	Deed of Trust Document <u>Instrument No.</u> 20041223-0002350

STATE OF Pennsylvania)

COUNTY OF Montgomery) ss:

The affiant, Randall Jackson, being first duly sworn
upon oath and under penalty of perjury, attests as follows:

1. I am an employee of BAYVIEW LOAN SERVICING, LLC. I am duly authorized to make this Affidavit for THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWALT, INC., ALTERNATIVE LOAN TRUST 2005-2, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-2 in its capacity as the current beneficiary of the subject Deed of Trust ("Beneficiary") or the Servicer for the current beneficiary of the Deed of Trust.

2. I have the personal knowledge required to execute this Affidavit, as set forth in NRS 107.080(2)(c) and can confirm the accuracy of the information set forth herein. If sworn as a witness, I could competently testify to the facts contained herein.

3. In the regular and ordinary course of business, it is BAYVIEW LOAN SERVICING, LLC's practice to make, collect, and maintain business records and documents related to any loan it originates, funds, purchases and/or services, including the Subject Loan (collectively, "Business Records"). I have continuing access to the Business Records for the Subject Loan, and I am familiar with the Business Records and I have personally reviewed the business records relied upon to compile this Affidavit.

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

First American Trustee Servicing Solutions, LLC		4795 Regent Blvd, Mail Code 1011-F Irving, TX 75063
Full Name		Street, City, State, Zip

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

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWALT, INC., ALTERNATIVE LOAN TRUST 2005-2, MORTGAGE PASS- THROUGH CERTIFICATES, SERIES 2005-2		c/o BAYVIEW LOAN SERVICING, LLC, 4425 PONCE DE LEON, 5TH FLOOR, CORAL GABLES, FL 33146
Full Name		Street, City, State, Zip

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

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWALT, INC., ALTERNATIVE LOAN TRUST 2005-2, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-2		c/o BAYVIEW LOAN SERVICING, LLC, 4425 PONCE DE LEON, 5TH FLOOR, CORAL GABLES, FL 33146
Full Name		Street, City, State, Zip

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

BAYVIEW LOAN SERVICING, LLC		4425 PONCE DE LEON, 5TH FLOOR, CORAL GABLES, FL 33146
Full Name		Street, City, State, Zip

APN: 125-14-810-039

Page 2

TS No.: NV1400259949



8. The beneficiary, its successor in interest, or the trustee of the Deed of Trust has: (I) actual or constructive possession of the note secured by the Deed of Trust; and/or (II) is entitled to enforce the obligation or debt secured by the Deed of Trust. If the latter is applicable and the obligation or debt is an "instrument," as defined in NRS § 104.3103(2), the beneficiary, successor in interest to the beneficiary, or trustee entitled to enforce the obligation or debt is either: (1) the holder of the instrument constituting the obligation or debt; (2) a nonholder in possession of the instrument who has the rights of the holder; or (3) a person not in possession of the instrument who is entitled to enforce the instrument pursuant to a court order issued NRS § 104.3309.

9. The beneficiary, its successor in interest, the trustee, the servicer of the obligation or debt secured by the Deed of Trust, or an attorney representing any of those persons, has sent to the obligor or borrower of the of the obligation or debt secured by the Deed of Trust a written statement containing the following information (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 underlying obligation or debt, 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; (VI) contact information for obtaining the most current amounts due and a local or toll free telephone number where the obligor or borrower of the obligation or debt may call to receive the most current amounts due and a recitation of the information contained in this Affidavit.

10. The borrower or obligor may utilize the following toll-free or local telephone number to inquire about the default, obtain the most current amounts due, receive a recitation of the information contained in this Affidavit, and/or explore loss mitigation alternatives: (800)771-0299.

11. Pursuant to my personal review of the business records of the beneficiary, the successor in interest of the beneficiary, and/or the business records of the servicer of the obligation or debt secured by the Deed of Trust; and/or the records of the county recorder where the subject real property is located; and or the title guaranty or title insurance issued by a title insurer or title agent authorized to do business in the state of Nevada, the following is the (I) date, (II) recordation number (or other unique designation); and (III) assignee of each recorded assignment of the subject Deed of Trust:

RECORDED: 01/25/2012 AS INSTRUMENT: 201201250000110
FROM: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.
TO: THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE
FOR THE CERTIFICATEHOLDERS OF CWALT, INC., ALTERNATIVE LOAN TRUST 2005-
2, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-2.

Signed By: 

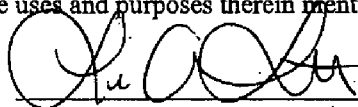
Dated: 12-13-17

Print Name: Randall Jackson

STATE OF Pennsylvania

COUNTY OF Montgomery) ss:

On this 15th day of December, 20 17, personally appeared before me, a Notary Public, in and for said County and State, Randall Jackson, 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 he/she executed the same freely and voluntarily and for the uses and purposes therein mentioned.


NOTARY PUBLIC IN AND FOR
SAID COUNTY AND STATE

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Lauren Christine Lettman, Notary Public
Montgomery, Montgomery County
My commission expires August 03, 2020

APN: 125-14-810-039

TS No.: NV1400259949

Page 4

Declaration of Mortgage Servicer Pursuant to Nevada Senate Bill 321

Mortgage Servicer: Bayview Loan Servicing, LLC, a Delaware Limited Liability Company
Borrower(s): DENNIS BAHAM
Property Address: 6017 GUILD CT LAS VEGAS, NV 89131
Loan No.:
T.S. No.:

The undersigned, as an authorized agent or employee of the mortgage servicer named below, declares that:

1. ☒ The mortgage servicer has contacted the borrower pursuant to Nevada Senate Bill 321 Section 11.2 to "assess the borrower's financial situation and explore options for the borrower to avoid foreclosure." Thirty (30) days, or more, have passed since the initial contact was made.
2. ☐ "The mortgage servicer has tried with due diligence to contact the borrower(s) as required by NRS 107.510(5) (a) and NRS 107.510(5) (c)-(e), but has not made contact despite such due diligence. The telephone contact requirements under NRS 107.510(5) (b) were not attempted pursuant to the borrower's previously submitted request for cease communication. The due diligence efforts were satisfied on _____, 20____."
3. ☐ Despite the exercise of due diligence pursuant to Nevada Senate Bill 321 Section 11.4, the Mortgage servicer has been unable to contact the borrower to "assess the borrower's financial situation and explore options for the borrower to avoid foreclosure." Thirty (30) days, or more, have passed since these due diligence efforts were satisfied.
4. ☐ No contact was required by the mortgage servicer because the individual(s) did not meet the definition of "borrower" pursuant to subdivision (c) of NRS Chapter 107.
5. ☐ The requirements of Nevada Senate Bill 321 do not apply due to the qualifications set forth in NRS Chapter 107:
 - a. _____ The loan is not secured by a first mortgage deed of trust that secures a loan or that encumbers real property.
 - b. _____ The real property is not occupied by the borrower(s).
 - c. _____ The secured property is exempt from due diligence, the borrower is deceased.
6. ☐ The borrower has surrendered the secured property as evidenced by either a letter confirming the surrender or By delivery of the keys to the secured property to the beneficiary, the beneficiary's authorized agent or the trustee.

The undersigned certifies that this declaration is accurate, complete and supported by competent and reliable evidence, which the mortgage servicer has reviewed to substantiate the borrower's default and the right to foreclose, including the borrower's loan status and loan information.

Bayview Loan Servicing, LLC, a Delaware Limited Liability Company

Dated: 04/17/2018

By: _____

NAME: GREGORY HARRISON
State Declaration Processor Loss Mitigation - QA

EXHIBIT E

EXHIBIT E

APN#: 125-14-810-039

RECORDING REQUESTED BY:
FIRST AMERICAN NATIONAL DEFAULT
TITLE
3 FIRST AMERICAN WAY
SANTA ANA, CA 92707

WHEN RECORDED MAIL TO:
FIRST AMERICAN TRUSTEE SERVICING SOLUTIONS, LLC
4795 REGENT BLVD, MAIL CODE 1011-F
IRVING, TX 75063

Inst #: 20190329-0000004
Fees: \$40.00
03/29/2019 07:45:11 AM
Receipt #: 3668810
Requestor:
FIRST AMERICAN MORTGAGE SOL
Recorded By: CDE Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER
Src: ERECORD
Ofc: ERECORD

STATE OF NEVADA FORECLOSURE MEDIATION PROGRAM CERTIFICATE
TITLE OF DOCUMENT



HOME MEANS NEVADA, INC.
*A Non-Profit Entity Established by the
State of Nevada, Department of Business and Industry*

Board of Directors
*President – Shannon Chambers
VP – Perry Faigin
Member at-large – Robin Sweet
Member at-large – Verise Campbell
Member at-large – Jennifer Yim*

**STATE OF NEVADA FORECLOSURE MEDIATION PROGRAM
CERTIFICATE**

APN: 125-14-810-039

Recording requested by:

First American Trustee Servicing Solutions

4795 Regent Blvd., Mail Code 1011-F

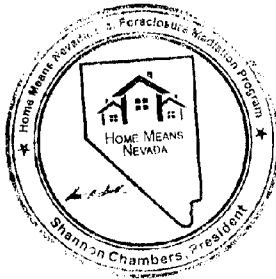
Irving TX 75063

When recorded, mail to:

First American Trustee Servicing Solutions

4795 Regent Blvd., Mail Code 1011-F

Irving TX 75063



- ☐ **Mediation Waiver:** The Beneficiary may proceed with foreclosure process.
- ☐ **No Agreement:** A Foreclosure Mediation Conference was held on . The parties were unable to agree to a resolution of this matter. The Beneficiary may proceed with foreclosure process.
- ☐ **Relinquish the Property:** A Foreclosure Mediation Conference was held on . The parties homeowner would voluntarily relinquish the property. The mediation required by law has been completed in this matter. The Beneficiary may proceed with the foreclosure process.
- ☐ **Grantor Non-Compliance:** The Grantor or person who holds the title of record did not attend the Foreclosure Mediation Conference, failed to produce the necessary disclosure forms, did not file petition, or did not pay the fees required by the district court. The Beneficiary may proceed with the foreclosure process.
- ☐ **Certificate Reissuance:** The Beneficiary may proceed with foreclosure process.
- ☒ **Court Ordered:** The Beneficiary may proceed with the foreclosure process.

NOD Date: 04/26/2018 **Proof of Service Date:**

Property Owner(s):

Dennis Baham

Property Address:

6017 Guild Ct.
Las Vegas, NV 89131

Trustee:

First American Trustee
Servicing Solutions, LLC

Instrument Number: 20041223-0002350

Deed of Trust Document Number: 20041223-0002350

Book Page

Foreclosure Mediation Program Certificate Number: 2019-03-21-0001 **Issue Date:** 03/21/2019

EXHIBIT F

EXHIBIT F

APN: 125-14-810-039

Recording Requested by :
First American Title Insurance Company

When Recorded Mail To:
First American Trustee Servicing Solutions, LLC
4795 Regent Blvd, Mail Code 1011-F
Irving, TX 75063

TS No. : NV1400259949
TSG Number: 8457622
FHA/VA/PMI No:

Inst #: 20190510-0003003
Fees: \$40.00
05/10/2019 02:22:00 PM
Receipt #: 3707987
Requestor:
FIRST AMERICAN/ TRUSTEE SER
Recorded By: DECHO Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER
Src: ERECORD
Ofc: ERECORD

NOTICE OF TRUSTEE'S SALE

YOU ARE IN DEFAULT UNDER A DEED OF TRUST, DATED 12/21/2004. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

On 06/07/2019 at 09:00 A.M., First American Trustee Servicing Solutions, LLC, as duly appointed Trustee under and pursuant to Deed of Trust recorded 12/23/2004, as Instrument No. 20041223-0002350, in book , page , of Official Records in the office of the County Recorder of CLARK County, State of Nevada. Executed by:

DENNIS BAHAM

WILL SELL AT PUBLIC AUCTION TO HIGHEST BIDDER FOR CASH, CASHIER'S CHECK/CASH EQUIVALENT or other form of payment authorized, (Payable at time of sale in lawful money of the United States) At the front entrance to Nevada Legal News located at 930 So. Fourth Street, Las Vegas, NV
All right, title and interest conveyed to and now held by it under said Deed of Trust in the property situated in said County and State described as: AS MORE FULLY DESCRIBED IN THE ABOVE MENTIONED DEED OF TRUST APN# 125-14-810-039

The street address and other common designation, if any, of the real property described above is purported to be:

6017 GUILD CT, LAS VEGAS, NV 89131-2331

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES.

TS No.:

NV1400259949

TSG Number:

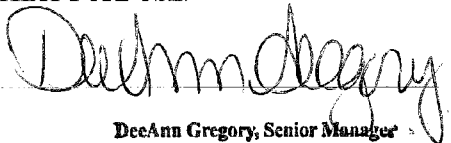
8457622

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein. Said sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by said Deed of Trust, with interest thereon, as provided in said note(s), advances, if any, under the terms of said Deed of Trust, fees, charges and expenses of the Trustee and of the trusts created by said Deed of Trust. The total amount of the unpaid balance of the obligation secured by the property to be sold and reasonable estimated costs, expenses and advances at the time of the initial publication of the Notice of Sale is \$ **933,533.83**. The beneficiary under said Deed of Trust heretofore executed and delivered to the undersigned a written Declaration of Default and Demand for Sale, and a written Notice of Default and Election to Sell. The undersigned caused said Notice of Default and Election to Sell to be recorded in the County where the real property is located.

THIS PROPERTY IS SOLD AS-IS, THE LENDER AND ITS ASSETS ARE UNABLE TO VALIDATE THE CONDITION, DEFECTS OR DISCLOSURE ISSUES OF SAID PROPERTY AND BUYER WAIVES THE DISCLOSURE REQUIREMENT UNDER NRS 113.130 BY PURCHASING THIS SALE AND SIGNING SAID RECEIPT.

If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee or the Mortgagee's attorney.

First American Trustee Servicing Solutions, LLC MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED MAY BE USED FOR THAT PURPOSE.



DeeAnn Gregory, Senior Manager

Date: 5-10-19

**First American Trustee Servicing Solutions, LLC
4795 Regent Blvd, Mail Code 1011-F
Irving, TX 75063
Fax Only : (817) 699-1487
FOR TRUSTEE'S SALE INFORMATION PLEASE CALL 800-280-2832**

State of Texas
County of Dallas

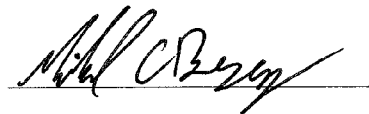
Before me **MICHAEL C BESSEY**, a Notary Public, on this day personally appeared
DeeAnn Gregory

known to me to be the person whose name is subscribed to therefore going instrument and acknowledged to me that this person executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this day of 05-10-19

Witness my hand and official seal

Signature :



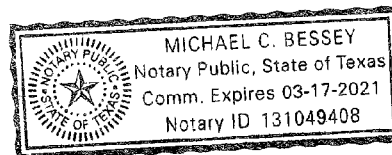


EXHIBIT A

TS No: NV1400259949

TSG Number: 8457622

PARCEL I: LOT 39 IN BLOCK A OF FINAL MAP OF ELKHORN/JONES, A RESIDENTIAL PLANNED DEVELOPMENT AS SHOWN BY MAP THEREOF ON FILE IN BOOK 114 OF PLATS, PAGE 14, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA. EXCEPTING THEREFROM A NONEXCLUSIVE EASEMENT OF ACCESS, INGRESS, EGRESS, USE AND ENJOYMENT OF, IN, TO AND OVER THE ASSOCIATION PROPERTY AS DELINEATED ON THE PLAT MAP REFERRED TO ABOVE AND FURTHER DEFINED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CANYON MIST ESTATES RECORDED JANUARY 12, 2004 IN BOOK 20040112 AS DOCUMENT NO. 02925 OF OFFICIAL RECORDS, AS THE SAME MAP FROM TIME TO TIME BE AMENDED AND/OR SUPPLEMENTED IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL II: A NONEXCLUSIVE EASEMENT OF ACCESS, INGRESS, EGRESS, USE AND ENJOYMENT OF, IN, TO AND OVER THE ASSOCIATION PROPERTY AS DELINEATED ON THE PLAT MAP AND FURTHER DEFINED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CANYON MIST ESTATE RECORDED JANUARY 12, 2004 IN BOOK 20040112 AS DOCUMENT NO. 02925, AND AS THE SAME MAY FROM TIME TO TIME BE AMENDED AND/OR SUPPLEMENTED IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, WHICH EASEMENT IS APPURTENANT TO PARCEL ONE (I).

EXHIBIT G

EXHIBIT G



CASE NO: A-19-795507-C
Department 32

COGBURN LAW
Jamie S. Cogburn, Esq.
Nevada Bar No. 8409
jsc@cogburncares.com
Erik W. Fox, Esq.
Nevada Bar No. 8804
ewf@cogburncares.com
2580 St. Rose Parkway, Suite 330
Henderson, Nevada 89074
Telephone: (702) 748-7777
Facsimile: (702) 966-3880
Attorneys for Plaintiffs

DISTRICT COURT

CLARK COUNTY, NEVADA

DENNIS BAHAM, an individual; CHUCK J.
REINECK, an individual; and JEANETTE J.
REINECK, an individual;

Case No.:
Dept. No.:

Plaintiffs,

vs.

BAYVIEW LOAN SERVICING, LLC, a
Foreign Limited Liability Company;

Defendant.

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

**ARBITRATION EXEMPTION:
CLASS ACTION (N.A.R. 3(A))**

Plaintiffs, Dennis Baham (“Baham”), Chuck J. Reineck and Jeanette J. Reineck (the
“Reinecks”) (collectively “Plaintiffs”), individually and on behalf of Nevada residents similarly
situated, by and through their attorneys Jamie S. Cogburn, Esq., and Erik W. Fox, Esq., of Cogburn
Law, sues Bayview Loan Servicing, LLC (“Bayview”), under the Fair Debt Collection Practices
Act (“FDCPA”), for the collection of debt in the State of Nevada without being licensed to conduct
debt collection activities by the State of Nevada, Dept. of Business & Industry Financial
Institutions Division (“NFID”).

1 **I. PRELIMINARY STATEMENT**

2 1. This class action addresses systemic action by Bayview collecting debts as to
3 mortgage loans secured by real property in the state of Nevada, without being properly licensed
4 by the NFID to collect debts in the State of Nevada as required by NRS 649.075.

5 2. Bayview was not licensed with the NFID for collection efforts performed in the
6 State of Nevada prior to January 18, 2019 (the “Licensing Date”).

7 3. Bayview communicated with and took debt collection actions against Nevada
8 consumers while failing to be licensed by the NFID to conduct debt collection activities prior to
9 the Licensing Date.

10 **II. JURISDICTION AND VENUE**

11 4. Jurisdiction of this Court arises under NRS 649.370.

12 5. Venue is proper in this Court pursuant to NRS 13.040 as Bayview transacts
13 business within the State of Nevada and Clark County, Nevada, along with the conduct complained
14 of occurring within the Eighth Judicial District.

15 **III. PARTIES**

16 6. Baham is a natural person who resides in Clark County, Nevada at all times relevant
17 to the allegations herein.

18 7. Chuck J. Reineck is a natural person who resides in Clark County, Nevada at all
19 times relevant to the allegations herein.

20 8. Jeanette J. Reineck is a natural person who resides in Clark County, Nevada at all
21 times relevant to the allegations herein.

22 9. For all issues relevant to this matter, Baham is a “consumer” as defined in 15 U.S.C.
23 § 1692a(3).

24 10. For all issues relevant to this matter, Chuck J. Reineck is a “consumer” as defined
25 in 15 U.S.C. § 1692a(3).

11. For all issues relevant to this matter, Jeanette J. Reineck is a “consumer” as defined in 15 U.S.C. § 1692a(3).

12. Bayview is a corporation engaged in the business of collecting debts by use of the mails and telephone, and Bayview regularly attempts to collect debts alleged to be due another.

13. Upon information and belief, Bayview Loan Servicing, LLC, is a limited liability company organized under the laws of the State of Delaware.

14. Bayview is a “debt collector” as defined by the Fair Debt Collection Practices Act (“FDCPA”) by virtue of NRS 649.370 and 15 U.S.C. § 1692a(6).

15. Bayview is a “collection agency” as defined by NRS 649.020(1).

IV. FACTUAL ALLEGATIONS RELATING TO BAHAM

16. Baham purchased the real property at 6017 Guild Court, Las Vegas, Nevada, 89131 (APN 125-14-810-039) in Clark County, Nevada (the “Baham Property”) on or around December 23, 2004.

17. As part of the 2004 purchase of the Baham Property, Baham obtained a mortgage originally serviced by Countrywide Home Loans, Inc.

18. Bayview asserts it became the servicer of the Baham mortgage account (hereinafter the “Baham Bayview Collection Account”).

19. In the latter part of 2018, Baham researched Bayview’s licensing status using the publicly accessible NFID license search website, wherein the public can learn the licensing status of debt collection companies.

20. After searching the NFID website in the latter part of 2018, Baham discovered that Bayview had not registered as a Collection Agency with the NFID.

21. Baham initiated a Complaint with the NFID asserting that Bayview was conducting debt collection activities without being licensed as a debt collector in the State of Nevada (the “NFID Bayview Complaint”).

1 22. The NFID Bayview Complaint was assigned case number 75722.

2 23. On January 31, 2019, the NFID sent correspondence to Baham, wherein the NFID
3 stated: “Bayview Loan Servicing LLC is now licensed by the NFID as of January 18, 2019. Please
4 be advised that Bayview Loan Servicing LLC is now permitted to engage in the collection activity
5 that was previously prohibited. Our licenses are valid as of the date licensed. Previous activity
6 conducted without a license is still considered unlicensed activity.”

7 24. Prior to January 18, 2019, Bayview was performing debt collection activities as to
8 Baham and other Nevada citizens wherein Bayview services mortgage account(s).

9 25. Specifically, Bayview sought payment on the Baham Bayview Collection Account
10 by way of demand for payment and exercising alleged rights in the Deed of Trust recorded against
11 the Baham Property.

12 **V. FACTUAL ALLEGATIONS RELATING TO THE REINECKS**

13 26. The Reinecks purchased the real property at 2688 La Casita Avenue, Las Vegas,
14 Nevada 89120 (APN 177-01-410-008) (hereinafter the “Reineck Property”) on or about March 18,
15 2003.

16 27. Bayview is also the alleged servicer of the Reineck mortgage account (hereinafter
17 the “Reineck Bayview Collection Account”).

18 28. As recently as 2019, Bayview has undertaken collection actions against the
19 Reinecks and authorized foreclosure to proceed as to the Reineck Property.

20 29. These actions were taken whilst Bayview was not licensed as a Collection Agency
21 with the NFID.

22 **VI. CLASS DEFINITIONS**

23 30. The class of persons (“Class”) represented by Baham and the Reinecks are
24 composed of all natural persons who reside in Nevada and who have been the subject of consumer
25

1 debt collection efforts by Bayview within the years immediately preceding the filing of this class
2 action.

3 31. Plaintiffs estimate there are more than 300 members of the Class, which represents
4 the mortgages serviced by Bayview in Nevada.

5 32. A sub-class of the persons represented by Cogburn Law ("Sub-Class") is composed
6 of all members of the Class who have been the subject of consumer debt collection efforts by
7 Bayview within the one year immediately preceding the filing of this Complaint.

8 33. Plaintiffs estimate there are also more than 300 members of the Sub-Class.

9 **VII. FACTUAL ALLEGATIONS COMMON TO THE CLASS AND SUB-CLASS**

10 34. Bayview's principal business is the servicing of home loan mortgage accounts and
11 the collection of debt associated with those serviced home loan mortgage accounts.

12 35. Upon information and belief, Bayview obtains servicing rights from the owner,
13 holder, or investor of the obligation secured by a Deed of Trust on the subject property.

14 36. Upon information and belief, Bayview services the home loans by seeking
15 collection of mortgage payments and other amounts due under the related mortgage loan
16 documents.

17 37. Upon information and belief, Bayview regularly participates in all aspects of the
18 foreclosure process, including foreclosure mediation and seeking foreclosure on properties where
19 the mortgages are in default.

20 38. Bayview performs and has performed mortgage servicing in the State of Nevada.

21 39. Bayview performs and has performed debt collection the State of Nevada.

22 40. Bayview routinely contacts consumers in the State of Nevada seeking collection on
23 the Bayview collection accounts via phone.

1 41. Bayview routinely contacts consumers in the State of Nevada seeking collection on
2 the Bayview collection accounts via correspondence, electronic communications, and other written
3 forms.

4 42. By performing the business of debt collection in the State of Nevada, Bayview is
5 required to register as a debt collector with the State of Nevada, Dept. of Business & Industry
6 Financial Institutions Division (“NFID”).

7 43. On or about January 31, 2019, the NFID wrote to Baham regarding a complaint
8 filed by Baham with the NFID.

9 44. The NFID stated that Bayview became licensed as a Collection Agency in the State
10 of Nevada on January 18, 2019.

11 45. The NFID also stated that any previous debt collection activity by Bayview prior
12 to January 18, 2019, was “unlicensed activity.”

13 46. Bayview acted as an unlicensed debt collector in the State of Nevada prior to
14 January 18, 2019.

15 47. Bayview acted as an unlicensed debt collector in the State of Nevada as to Baham
16 prior to January 18, 2019.

17 48. Bayview acted as an unlicensed debt collector in the State of Nevada as to the
18 Reinecks prior to January 18, 2019.

19 49. During all times relevant to this Complaint, Bayview was not registered as a
20 Collection Agency with the NFID.

21 50. Bayview is a “collection agency” as the term is defined by NRS 649.020(1).

22 51. A “collection agency” is required to be licensed in the State of Nevada under
23 NRS 649.075(1).

24 52. Nevada has expressly adopted the Fair Debt Collection Practices Act (“FDCPA”).
25 NRS 649.370.

1 53. A Collection Agency engages in deceptive trade practices if the Collection Agency
2 is not licensed by the required agency. NRS 598.0923(1).

3 54. While the Nevada adoption of the FDCPA does not require that the consumer has
4 been personally misled, deceived, or damaged as a result of the FDCPA violation, every member
5 of the Class has been misled, deceived, or damaged as a result of Bayview's failure to register as
6 a Collection Agency prior to January 18, 2019.

7 55. The questions of law and fact common to the Class and/or Sub-Class are:

8 a. Whether Bayview conducted business in Nevada to the degree that Bayview
9 is required to be registered in Nevada.

10 b. Whether Bayview has acted as a Collection Agency in Nevada.

11 c. Whether Bayview was required to be licensed as a Collection Agency in
12 Nevada prior to performing collection activities.

13 d. Whether Bayview violated the FDCPA.

14 e. Whether Bayview violated Nevada's adoption of the FDCPA.

15 f. Whether Bayview violated the FDCPA by not becoming licensed as a
16 Collection Agency in Nevada prior to undertaking debt collection activities.

17 g. Whether Bayview should be enjoined from continuing to act as a Collection
18 Agency in Nevada for failure to comply with Nevada licensing requirements.

19 h. Whether Bayview should be ordered to review collection actions taken by
20 Bayview during the relevant time period in order that the unlicensed debt collection activities
21 should be undone or remedied.

22 i. Whether Bayview should be ordered to disgorge all funds wrongfully
23 collected during the relevant portion of the Class and/or Sub-Class periods.

24 j. The statutory damages allowed and claimed in this civil action.

25

1 k. The attorney fees, litigation costs, and court costs allowed and claimed in
2 this action.

3 l. The declaratory relief sought in this civil action.

4 56. These questions of law and fact are common to the Class or Sub-Class and
5 predominate over questions affecting only individual members. A class action is superior to other
6 available methods for a fair and efficient adjudication of the controversy because such action is
7 uniquely suited to determining the rights and damages to thousands of similarly situated
8 individuals while minimizing the amount of legal resources that must be utilized to resolve the
9 controversy.

10 57. The only individual questions that concern the Class Members are the actual
11 damages to each Class Member to be disgorged by Bayview. This information can be determined
12 by a simple ministerial examination of Bayview's business records. Bayview regularly keeps and
13 maintains its business records for the Bayview collection accounts.

14 58. Plaintiffs' claims are typical of the claims of the Class Members.

15 59. Plaintiffs are similarly situated with and have suffered similar damages as the other
16 members of the Class and Sub-Class.

17 60. Plaintiffs will fairly and adequately protect the interest of all Class Members in the
18 prosecution of this civil action.

19 61. Plaintiffs have retained attorneys who are experienced in consumer protection laws,
20 experienced in the collection of consumer debt and the defense of such acts and litigation, and
21 experienced in class actions.

22 62. Plaintiffs' attorneys are adequate to represent the Class and Sub-Class.

23 **VIII. FIRST CLAIM FOR RELIEF—DECLARATORY JUDGMENT**

24 63. Plaintiffs reallege and incorporate all preceding paragraphs as if fully set out herein.
25

64. This is an action for declaratory judgment pursuant to 28 U.S.C. § 2201, et seq., and NRS 30.040, et seq., for the purposes of determining a question of actual controversy between the parties, as is more fully detailed in this pleading.

65. At all times relevant to this civil action, Bayview was required to be a licensed Collection Agency with the NFID.

66. At all times relevant to this civil action, including prior to January 18, 2019, Bayview was not a licensed Collection Agency.

67. Every collection action taken against consumers in Nevada for loans serviced by Bayview constituted illegal and impermissible actions, and a fraud on the relevant consumers.

68. An actual and justiciable controversy has arisen regarding Bayview's unlicensed collection efforts against Nevada consumers.

69. The Court has the power to declare rights and other legal remedies between and amongst the parties.

70. The issues are ripe for judicial determination.

71. As a direct and proximate cause of Bayview's actions, it has become necessary for Plaintiffs to retain the services of an attorney.

IX. SECOND CLAIM FOR RELIEF—VIOLATION OF THE FDCPA AND NRS 649.370, ET SEQ., ON BEHALF OF CLASS AND SUB-CLASS

72. Plaintiffs reallege and incorporate all preceding paragraphs as if fully set out herein.

73. Defendant violated the FDCPA and its Nevada counterpart in performing collection efforts related to consumers in Nevada, including the Plaintiffs, for actions that Bayview could not legally take without being properly licensed.

74. Bayview violated the FDCPA in that Bayview actually took action that it was not legally authorized by the NFID to take.

1 75. Each member of the Class suffered damages as a result of the illegal Bayview
2 collection activity as a result of the violation of the FDCPA and NRS 649.370, et seq.

3 76. The FDCPA provides for statutory damages.

4 77. The FDCPA provides for reasonable attorney fees and costs.

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1 **X. PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiffs and Class Members pray this Court:

3 1. Certify this civil action as a class action, with each of the Plaintiffs as Class
4 Representatives, and their attorneys as counsel on behalf of the Class;

5 2. Certify both the Class and Sub-Class;

6 3. Enter an order that Bayview is required to be registered as a Collection Agency
7 with the NFID for all future collection efforts against consumers in the State of Nevada;

8 4. Enter an order that Bayview lacked the authority to act as a Collection Agency prior
9 to January 18, 2019, because Bayview was unlicensed;

10 5. Enter declaratory judgment against Defendant as described herein;

11 6. Enter judgment against Defendant for damages in excess of \$15,000;

12 7. Enter judgment against Defendant for statutory damages under the FDCPA and
13 NRS 649.370, et seq.;

14 8. Enter judgment against Defendant for reasonable attorney fees and costs; and

15 9. Such other and further relief as the Court deems appropriate

16 Dated this 24th day of May, 2019.

17 COGBURN LAW OFFICES

18
19 By: /s/Erik W. Fox
20 Jamie S. Cogburn, Esq.
21 Nevada Bar No. 8409
22 Erik W. Fox, Esq.
23 Nevada Bar No. 8804
24 2879 St. Rose Parkway, Suite 200
25 Henderson, Nevada 89052
Attorneys for Plaintiffs



1 **IAFD**

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5 Nevada Bar No. 13088

6 AKERMAN LLP

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11 Email: darren.brenner@akerman.com

12 Email: jamie.combs@akerman.com

13 *Attorneys for Defendants*

14 **EIGHTH JUDICIAL DISTRICT COURT**

15 **CLARK COUNTY, NEVADA**

16 DENNIS BAHAM, an individual

17 Plaintiff,

18 v.

19 BAYVIEW LOAN SERVICING, LLC, a Foreign
20 Limited Liability Company; FIRST AMERICAN
21 TRUSTEE SERVICING SOLUTIONS, LLC, a
22 Foreign Limited Liability Company; and BANK
23 OF NEW YORK MELLON f/k/a THE BANK
24 OF NEW YORK AS TRUSTEE FOR THE
25 CERTIFICATEHOLDERS OF CWALT, INC.,
26 ALTERNATIVE LOAN TRUST 2005-2,
27 MORTGAGE PASS-THROUGH
28 CERTIFICATES, SERIES 2005-2,

Defendants.

Case No.: A-19-795762-C

Dept.: XXIII

**INITIAL APPEARANCE FEE
DISCLOSURE**

Pursuant to NRS Chapter 19, as amended by Senate Bill 106, filing fees are submitted for parties appearing in the above-entitled action as indicated below:

BAYVIEW LOAN SERVICING, LLC..... \$223.00

BANK OF NEW YORK MELLON fka THE BANK OF
NEW YORK AS TRUSTEE FOR THE CERTIFICATE
HOLDER OF CWALT, INC., ALTERNATIVE LOAN
TRUST 2005-2, MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 2005-2 \$ 30.00

TOTAL REMITTED: \$253.00

Dated the 27th day of June, 2019.

AKERMAN LLP

/s/ Jamie K. Combs

DARREN T. BRENNER, ESQ.
Nevada Bar No. 8386
JAMIE K. COMBS, ESQ.
Nevada Bar No. 13088
1635 Villate Center Cir., Suite 200
Las Vegas, Nevada 89134

Attorneys for Defendants

CERTIFICATE OF SERVICE – STATE COURT

I HEREBY CERTIFY that on this 27th day of June, 2019, I caused to be served a true and correct copy of the foregoing **INITIAL APPEARANCE FEE DISCLOSURE**, in the following manner:

☒ **(ELECTRONIC SERVICE)** Pursuant to Administrative Order 14-2, the above-referenced document was electronically filed on the date hereof and served through the Notice of Electronic Filing automatically generated by the Court's facilities to those parties listed on the Court's Master Service List as follows:

COBGURN LAW – ATTORNEYS FOR DENNIS BAHAM

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Katie Johnson	kjj@cogburncares.com

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Susan Owens	sowens@klnevada.com
Brittany N. Wood	bwood@klnevada.com

☐ **(UNITED STATES MAIL)** By depositing a copy of the above-referenced document for mailing in the United States Mail, first-class postage prepaid, at Las Vegas, Nevada, to the parties listed below at their last-known mailing addresses, on the date above written.

☐ **(PERSONAL SERVICE)** By causing to be personally delivered a copy of the above-referenced document to the person(s) listed below: N/A

☐ **(EMAIL)** By emailing a true and correct copy of the above-referenced document to the person(s) listed below: N/A

I declare that I am employed in the office of a member of the bar of this Court at whose discretion the service was made.

/s/ Carla Llarena

An employee of AKERMAN LLP



1 **SAO**

2 **DARREN T. BRENNER, ESQ.**

3 Nevada Bar No. 8386

4 **NATALIE L. WINSLOW, ESQ.**

5 Nevada Bar No. 12125

6 **JAMIE K. COMBS, ESQ.**

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14 Email: jamie.combs@akerman.com

15 *Attorneys for Defendants*

16 **EIGHTH JUDICIAL DISTRICT COURT**

17 **CLARK COUNTY, NEVADA**

18 **DENNIS BAHAM, an individual**

19 **Plaintiff,**

20 **v.**

21 **BAYVIEW LOAN SERVICING, LLC, a Foreign**
22 **Limited Liability Company; FIRST AMERICAN**
23 **TRUSTEE SERVICING SOLUTIONS, LLC, a**
24 **Foreign Limited Liability Company; and BANK**
25 **OF NEW YORK MELLON f/k/a THE BANK**
26 **OF NEW YORK AS TRUSTEE FOR THE**
27 **CERTIFICATEHOLDERS OF CWALT, INC.,**
28 **ALTERNATIVE LOAN TRUST 2005-2,**
MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 2005-2,

Defendants.


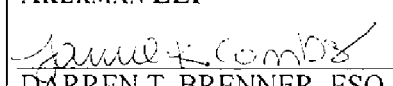
Case No.: A-19-795762-C

Dept.: XXIII

**STIPULATION AND ORDER TO
EXTEND BRIEFING ON PRELIMINARY
INJUNCTION MOTION AND CONTINUE
HEARING**

Defendants Bayview Loan Servicing, LLC and Bank of New York Mellon, f/k/a The Bank of New York as Trustee for the Certificateholders of CWALT, Inc., Alternative Loan Trust 2005-2, Mortgage Pass-Through Certificates, Series 2005-2 ("BoNYM"), and Plaintiff Dennis Baham,

through their counsel of record, stipulate to extend the deadline for Defendants to respond to the preliminary injunction motion to **June 21, 2019**. The parties further agree to continue the hearing on the preliminary injunction motion to **July 9, 2019 at 10:30 a.m.** The parties agree the foreclosure sale shall not go forward until the court holds the hearing on the preliminary injunction motion.

COGBURN LAW	AKERMAN LLP
	 6/17/19
JAMIE S. COGBURN, ESQ. Nevada Bar No. 8409 ERIC W. FOX, ESQ. Nevada Bar No. 8804 2580 St. Rose Parkway, Suite 330 Henderson, Nevada 89074	DARREN T. BRENNER, ESQ. Nevada Bar No. 8386 NATALIE L. WINSLOW, ESQ. Nevada Bar No. 12125 JAMIE K. COMBS, ESQ. Nevada Bar No. 13088 1635 Village Center Cir., Suite 200 Las Vegas, Nevada 89134
<i>Attorney for Plaintiff</i>	<i>Attorneys for Defendants</i>

ORDER

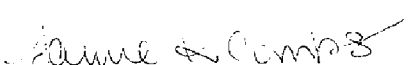
IT IS ORDERED: Defendants shall file a response to Plaintiff's preliminary injunction motion on or before **June 21, 2019**. The hearing on the preliminary injunction motion currently set for June 25, 2019 at 11:00 a.m. shall be continued to **July 9, 2019 at 10:30 a.m.**

Dated this 24th day of June, 2019.

Submitted By:
AKERMAN LLP


DISTRICT COURT JUDGE

JUDGE STEFANYA A. MILEV


DARREN T. BRENNER, ESQ.
Nevada Bar No. 8386
NATALIE L. WINSLOW, ESQ.
Nevada Bar No. 12125
JAMIE K. COMBS, ESQ.
Nevada Bar No. 13088
1635 Village Center Cir., Suite 200
Las Vegas, Nevada 89134

Attorneys for Defendants



1 **NTSO**
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3 Nevada Bar No. 8386
4 NATALIE L. WINSLOW, ESQ.
5 Nevada Bar No. 12125
6 JAMIE K. COMBS, ESQ.
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15 Email: jamie.combs@akerman.com

16 *Attorneys for Defendants*

17 **EIGHTH JUDICIAL DISTRICT COURT**

18 **CLARK COUNTY, NEVADA**

19 DENNIS BAHAM, an individual

20 Plaintiff,

Case No.: A-19-795762-C

Dept.: XXIII

21 v.

22 BAYVIEW LOAN SERVICING, LLC, a Foreign
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24 TRUSTEE SERVICING SOLUTIONS, LLC, a
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26 OF NEW YORK MELLON f/k/a THE BANK
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28 CERTIFICATEHOLDERS OF CWALT, INC.,
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CERTIFICATES, SERIES 2005-2,

Defendants.

**NOTICE OF ENTRY OF STIPULATION
AND ORDER TO EXTEND BRIEFING
ON PRELIMINARY INJUNCTION
MOTION AND CONTINUE HEARING**

AKERMAN LLP

1635 VILLAGE CENTER CIRCLE, SUITE 200
LAS VEGAS, NEVADA 89134
TEL.: (702) 634-5000 – FAX: (702) 380-8572

TO: ALL PARTIES OF RECORD AND THEIR COUNSEL:

PLEASE TAKE NOTICE that the Stipulation and Order To Extend Briefing On Preliminary Injunction Motion and Continue Hearing has been entered on July 1, 2019, a copy of which is attached hereto.

DATED July 1, 2019.

AKERMAN LLP

/s/ Jamie K. Combs, Esq.

DARREN T. BRENNER, ESQ.

Nevada Bar No. 8386

NATALIE L. WINSLOW, ESQ.

Nevada Bar No. 12125

JAMIE K. COMBS, ESQ.

Nevada Bar No. 13088

1635 Village Center Cir., Suite 200

Las Vegas, Nevada 89134

Attorneys for Defendants

CERTIFICATE OF SERVICE – STATE COURT

I HEREBY CERTIFY that on this 1st day of July, 2019, I caused to be served a true and correct copy of the foregoing **NOTICE OF ENTRY OF STIPULATION AND ORDER TO EXTEND BRIEFING ON PRELIMINARY INJUNCTION MOTION AND CONTINUE HEARING**, in the following manner:

☒ **(ELECTRONIC SERVICE)** Pursuant to Administrative Order 14-2, the above-referenced document was electronically filed on the date hereof and served through the Notice of Electronic Filing automatically generated by the Court's facilities to those parties listed on the Court's Master Service List as follows:

COBGURN LAW – ATTORNEYS FOR DENNIS BAHAM

File Clerk	efile@cogburncares.com
Erik W. Fox	ewf@cogburncares.com
Katie Johnson	kjj@cogburncares.com

KOLESAR AND LEATHAM – ATTORNEYS FOR FIRST AMERICAN TRUSTEE SERVICING

Aaron R Maurice	amaurice@klnevada.com
Susan Owens	sowens@klnevada.com
Brittany N. Wood	bwood@klnevada.com

☐ **(UNITED STATES MAIL)** By depositing a copy of the above-referenced document for mailing in the United States Mail, first-class postage prepaid, at Las Vegas, Nevada, to the parties listed below at their last-known mailing addresses, on the date above written.

☐ **(PERSONAL SERVICE)** By causing to be personally delivered a copy of the above-referenced document to the person(s) listed below: N/A

☐ **(EMAIL)** By emailing a true and correct copy of the above-referenced document to the person(s) listed below: N/A

I declare that I am employed in the office of a member of the bar of this Court at whose discretion the service was made.

/s/ Allen G. Stephens

An employee of AKERMAN LLP

EXHIBIT A

EXHIBIT A



1 **SAO**

2 **DARREN T. BRENNER, ESQ.**

3 Nevada Bar No. 8386

4 **NATALIE L. WINSLOW, ESQ.**

5 Nevada Bar No. 12125

6 **JAMIE K. COMBS, ESQ.**

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13 Email: darren.brenner@akerman.com

14 Email: jamie.combs@akerman.com

15 *Attorneys for Defendants*

16 **EIGHTH JUDICIAL DISTRICT COURT**

17 **CLARK COUNTY, NEVADA**

18 **DENNIS BAHAM, an individual**

19 **Plaintiff,**

20 **v.**

21 **BAYVIEW LOAN SERVICING, LLC, a Foreign**
22 **Limited Liability Company; FIRST AMERICAN**
23 **TRUSTEE SERVICING SOLUTIONS, LLC, a**
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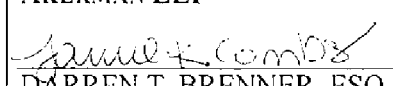
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through their counsel of record, stipulate to extend the deadline for Defendants to respond to the preliminary injunction motion to **June 21, 2019**. The parties further agree to continue the hearing on the preliminary injunction motion to **July 9, 2019 at 10:30 a.m.** The parties agree the foreclosure sale shall not go forward until the court holds the hearing on the preliminary injunction motion.

COGBURN LAW	AKERMAN LLP
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JAMIE S. COGBURN, ESQ. Nevada Bar No. 8409 ERIC W. FOX, ESQ. Nevada Bar No. 8804 2580 St. Rose Parkway, Suite 330 Henderson, Nevada 89074	DARREN T. BRENNER, ESQ. Nevada Bar No. 8386 NATALIE L. WINSLOW, ESQ. Nevada Bar No. 12125 JAMIE K. COMBS, ESQ. Nevada Bar No. 13088 1635 Village Center Cir., Suite 200 Las Vegas, Nevada 89134
<i>Attorney for Plaintiff</i>	<i>Attorneys for Defendants</i>

ORDER

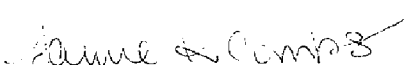
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Dated this 24th day of June, 2019.

Submitted By:
AKERMAN LLP


DISTRICT COURT JUDGE


JUDGE STEFANYA A. MILEVA


DARREN T. BRENNER, ESQ.
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Attorneys for Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

DENNIS BAHAM, an individual,

Plaintiff,

vs.

BAYVIEW LOAN SERVICING, LLC, a
Foreign Limited Liability Company; FIRST
AMERICAN TRUSTEE SERVICING
SOLUTIONS, L.L.C., a Foreign Limited
Liability Company; and BANK OF NEW
YORK MELLON f/k/a THE BANK OF NEW
YORK AS TRUSTEE FOR THE
CERTIFICATE HOLDERS OF CWALT,
INC., ALTERNATIVE LOAN TRUST 2005-
2, MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 2005-2,

Defendants.

Case No.: A-19-795762-C
Dept. No.: 23

Date of Hearing: July 9, 2019
Time of Hearing: 10:30 a.m.

**REPLY IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY
INJUNCTION**

Plaintiff, Dennis Baham, by and through his counsel of record, Cogburn Law, hereby files
this Reply in support of his Motion for Preliminary Injunction. This Reply is made and based on
the following Memorandum of Points and Authorities, the pleadings and papers on file herein, any

exhibits attached hereto, and any oral argument the Court may choose to entertain at the time of hearing.

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

At the outset, it is important for the Court to understand that a ruling in Baham's favor does not mean that Bayview loses its ability to seek foreclosure on the Property. Rather, the matter concerns the fact that Bayview was unlicensed at the time of the initiation of the foreclosure proceedings. Should Bayview elect to rescind the current Notice of Default and Election to Sell, only to serve a new version of the document, Bayview would presumably be within the period of its licensing. Although Bayview "disputes it performed unlicensed collection activities before January 2019 . . .", it is hard to understand how that could be true. The agency concluded that Bayview was not licensed prior to January 18, 2019, so it is unclear why Bayview refuses to accept its administrative obligations. It is uncontested that unlicensed communication activity with Baham constituted a violation of the FDCPA and NRS 649.370.

Notwithstanding, where Nevada has adopted the FDCPA, there is an express private right of action. Further, as the Proposed Amended Complaint adds a Declaratory Relief claim, there is a procedural flaw presuming the Court's granting pursuant to NRCP 15(a). Baham respectfully requests this Court grant the requested relief, or alternatively set an evidentiary hearing and trial on the merits.

II. STATEMENT OF FACTS

There are only a few pertinent facts that matter to the Court's inquiry:

- Baham is the owner of residential parcel of the real property, wherein Bayview services the loan pursuant to its Loan Servicing Agreement with Bank of New York Mellon (BYNM).
- Foreclosure was initiated by Bayview pursuant to the Loan Servicing Agreement, and, upon information and belief, Bayview directed First American Trustee

Services to foreclose. Typically, the holder (BNYM) does not interact directly with the foreclosing trustee.

- According to NRS 107.080(2)(b) the recording of a Notice of Default and Election to Sell is the first step in the foreclosure process, wherein the timing required by NRS 107.080(4) provides for the expiration of three months prior to noticing the actual foreclosure sale. Here, the Notice of Default and Election to Sell was recorded April 26, 2018.
- When Bayview directed the initiation of the foreclosure in April 2018, Bayview was not a licensed Collection Agency with the State of Nevada.
- The Division considers the communication with delinquent Consumers collection activities.¹

III. LEGAL ARGUMENT

A. **THE PROPOSED AMENDED COMPLAINT ADDS A CLAIM FOR DECLARATORY RELIEF.**

Filed contemporaneously with this Reply, is a Motion to Amend Complaint, which adds a claim for Declaratory Relief. Defendants object on grounds that injunctive relief on its own is insufficient. The Proposed Amended Complaint addresses that concern and the Court should authorize its filing at the July 9, 2019, hearing. Alternatively, the Court could postpone the injunction hearing to permit the addition of the Declaratory Relief claim, as leave to amend is freely granted under NRCP 15(a).

B. **BAYVIEW'S CONFUSING NARRATIVE ABOUT ITS AUTHORIZATION AND INITIATION OF THE FORECLOSURE.**

According to Bayview, BYNM is authorized to foreclose. Bayview misses the point of this case. The issue is whether Bayview was licensed as a Collection Agency at the time it started the process. The foreclosure process under NRS 107.080 has a very specific timed process, wherein

¹ See Financial Institutions Division Correspondence of January 24, 2019, wherein counsel for Bayview summarizes his communications with the Division about the unlicensed Collection Agency activity, which is attached hereto as **Exhibit 1**.

1 the Notice of Sale cannot occur until after the Notice of Default and Election to Sell has been
2 recorded and the statutory time elapsed. Bayview confirms it initiated the sale.² As such, it was
3 not BNYM that initiated the sale. BNYM may be able to initiate the sale now, but that would not
4 erase Bayview’s unlicensed Collection Agency activity.

5
6 **C. NRS 649.370 PROVIDES FOR A PRIVATE RIGHT OF ACTION BY
ADOPTION OF THE FDCPA.**

7 The position adopted by Bayview that no private right of action is curious. It is curious
8 because the FDCPA is a remedial statute wherein citizens are entitled to enforce the rights afforded
9 by the Act. “The FDCPA was enacted as a broad remedial statute designed to ‘eliminate abusive
10 debt collection practices by debt collectors, to insure that those debt collectors who refrain from
11 using abusive debt collection practices are not competitively disadvantaged, and to promote
12 consistent State action to protect consumers against debt collection abuses.’” *Gonzales v. Arrow*
13 *Fin. Servs., LLC*, 660 F.3d 1055, 1060 (9th Cir. 2011) (quoting 15 U.S.C. § 1692(e)). NRS 649.370
14 provides, a “violation of any provision of the federal Fair Debt Collection Practices Act, 15 U.S.C.
15 §§ 1682 et seq., or any regulation adopted pursuant thereto, shall be deemed to be a violation of
16 this chapter.” Nevada adopted the FDCPA and its enforcement mechanism against improper
17 collection activity. Additionally, the Nevada Act expressly contemplates administrative penalties
18 and potential civil liability penalties, “[a] person’s liability for an administrative fine is in addition
19 to any other penalty provided in this chapter.” NRS 649.390(5).

20 Bayview does not address the licensing requirement and its status pre-January 18, 2019.
21 NRS 649.075(1) mandates that Bayview be licensed as a Collection Agency in order to perform
22 collection related activities in Nevada. The entirety of the private right of action authority and
23 argument stated on pages 4–6 of the Opposition, ignores the clear distinguishing factor between

24 _____
25 ² “Bayview [BNYM’s loan servicer], initiated the foreclosure process by recording a notice of default agins the
property on April 26, 2018.

1 the cases cited and the current situation. Nevada's adoption of the FDCPA in Chapter 649, along
2 with the administrative oversight, creates dual tracks of responsibility. The Collection Agency is
3 responsible to Nevada to be licensed and in good standing to be operating in this State. The
4 adoption of the FDCPA creates a parallel civil right of action for Consumer against the Collection
5 Agency.

6 Additionally, numerous jurisdictions have analyzed the situation and concluded that failure
7 to be licensed for debt collection activity constitutes a violation of not only the FDCPA, but the
8 State's adoption of the FDCPA. A violation of a state law requiring collectors to be licensed may
9 provide the basis for injunctive relief. *See, e.g., Cooper v. Ellis, Crosby, & Assoc.*, 2007 WL
10 1322380 (D. Conn. May 2, 2007) (granting injunction against further collection activity in
11 Connecticut unless collector becomes properly licensed); *Shelton v. Wilson (In re Wilson)*, 311
12 B.R. 566 (D. Or. 2004) (affirming bankruptcy court's issuance of injunction against unlicensed
13 collector), *aff'd*, 185 Fed. Appx. 696 (9th Cir. 2006); *Cavalry SPC I, L.L.C. v. Morrissey*, 752
14 S.E.2d 356 (W. Va. 2013) (affirming grant of attorney general's motion for temporary injunction
15 forbidding debt buyer from collecting debts acquired before it obtained license). *See also Bray v.*
16 *Cadle Co.*, 2010 WL 4053794 (S.D. Tex. Oct. 14, 2010) (denying motion to dismiss claim for
17 injunction requiring debt buyer to post bond as required by state statute; fact that bond was posted
18 after consumer sued did not moot claim); *Purco Fleet Services, Inc. v. Idaho State Dep't of Fin.*,
19 90 P.3d 346 (Idaho 2004) (reinstating state agency's cease and desist order against unlicensed
20 collector).

21 The failure to obtain appropriate licensing is a violation of the FDCPA, and therefore,
22 Nevada's counterpart, NRS 649.370. *See, e.g., LeBlanc v. Unifund CCR Partners*, 601 F.3d 1185
23 (11th Cir. 2010) (fact issue whether letter from collector not registered in Florida was threat of
24 litigation; if so, it threatened action that could not legally be taken and was FDCPA violation);
25 *Dazza v. Kirschenbaum, Phillips & Levy, P.C.*, 2017 WL 1315510 (D. Md. Apr. 10, 2017)

1 (refusing to dismiss FDCPA and Maryland Debt Collection Act claims arising from attempts to
2 collect judgments that were alleged to be void because of unlicensed collection), later decision,
3 *Doyle v. Frontline Asset Strategies, L.L.C.*, 2017 WL 2616963 (D. Md. June 15, 2017) (refusing
4 to abstain pending outcome of Finch appeal); *Ademiluyi v. PennyMac Mortgage Inv. Trust*
5 *Holdings I*, 929 F. Supp. 2d 502 (D. Md. 2013) (unlicensed collection not per se FDCPA violation,
6 but probative on issues of threatening action that cannot legally be taken, or using unfair or
7 unconscionable means); *Smith v. LVNV Funding, L.L.C.*, 894 F. Supp. 2d 1045 (E.D. Tenn. 2012)
8 (threatening or taking steps without a required license is FDCPA violation); *Fiorenzano v. LVNV*
9 *Funding, L.L.C.*, 2012 WL 2562415 (D.R.I. June 29, 2012) (filing of lawsuit by debt buyer that
10 had failed to register as required by Rhode Island law was sufficient to support FDCPA claim);
11 *Bradshaw v. Hilco Receivables, L.L.C.*, 765 F. Supp. 2d 719 (D. Md. 2011) (collection attempt by
12 unlicensed collector was assertion of right known not to exist); *Hauk v. LVNV Funding, L.L.C.*,
13 749 F. Supp. 2d 358 (D. Md. 2010); *Goray v. CCR Unifund Partners*, 2007 WL 4260017 (D. Haw.
14 Dec. 4, 2007) (unregistered agency's attempt to collect violated FDCPA and state debt collection
15 statute); *Cooper v. Ellis, Crosby, & Assoc.*, 2007 WL 1322380 (D. Conn. May 2, 2007) (lack of
16 state-required license is FDCPA violation); *Keli v. Universal Fid. Corp.*, 1997 WL 33820142 (D.
17 Haw. Feb. 25, 1997) (engaging in collection activities without state-required license is FDCPA
18 violation); *Sibley v. Firstcollect, Inc.*, 913 F. Supp. 469 (M.D. La. 1995) (engaging in debt
19 collection without license was "tak[ing] action that cannot legally be taken" and was FDCPA
20 violation); *Carrigan v. Cent. Adjustment Bureau, Inc.*, 494 F. Supp. 827, 502 F. Supp. 468 (N.D.
21 Ga. 1980).

22 By way of further analogy, if judgments are void where Collection Agencies are
23 unlicensed, so should other analogous activities, i.e., foreclosure. Judgments obtained by
24 unlicensed debt collectors are void. *Finch v. LVNV Funding*, 71 A.3d 193 (Md. Ct. Spec. App.
25 2013), appeal after remand, *LVNV Funding, L.L.C. v. Finch*, 2017 WL 6388959 (Md. Ct. Spec.

1 App. Dec. 14, 2017) (unpublished) (declining to revisit *Finch I* holding; affirming judgment
2 finding that LVNV is a collection agency, and judgments obtained by unlicensed practice are void;
3 remanding to recalculate damages on unjust enrichment count). *See also Dazza v. Kirschenbaum,*
4 *Phillips & Levy, P.C.*, 2017 WL 1315510 (D. Md. Apr. 10, 2017) (refusing to dismiss FDCPA and
5 Maryland Debt Collection Act claims arising from attempts to collect judgments that were alleged
6 to be void because of unlicensed collection), later decision, *Doyle v. Frontline Asset Strategies,*
7 *L.L.C.*, 2017 WL 2616963 (D. Md. June 15, 2017) (refusing to abstain pending outcome of Finch
8 appeal); *Jason v. Nat'l Loan Recoveries, L.L.C.*, 134 A.3d 421 (Md. Ct. Spec. App. 2016) (there
9 is no statute of limitations for attacking a judgment obtained by an unlicensed debt buyer as void,
10 although laches may apply and a three-year statute of limitations applies to an affirmative claim
11 for violation of the debt collection statute).

12 Normally, there is some deep-dive legal research that goes into ascertaining the legislative
13 history. Here however, the Legislature has done our work for us, by codifying the legislative intent.

14 The Legislature stated:

- 15 • The need to more stringently regulate collection agencies
- 16 • Bring licensed collection agencies under public supervision
- 17 • Discourage improper and abusive collection methods

18 NRS 649.045(1) and (2). As such, Baham cannot state things any clearer than the Nevada
19 Legislature. Collection Agencies must be registered. That is the express wish of the State of
20 Nevada in order to discourage improper debt-collection conduct. The failure to be licensed at the
21 initiation of the foreclosure process, requires that Bayview be prohibited from proceeding with
22 foreclosure under the currently recorded documents.³

24 ³ As stated, Bayview is now licensed and, subject to the requirements of NRS Chapter 107, could proceed with
25 foreclosure without being in violation of NRS 649.370. In stating so, Baham waives no rights related to the
foreclosure process.

1 **D. BAHAM PREVAILS ON THE MERITS**

2 As the Court can see from the above, there is no dispute that Bayview was an unlicensed
3 Collection Agency. More importantly, Bayview was an unlicensed Collection Agency when it
4 initiated the foreclosure process in April 2018. NRS 107.080(2)(b) requires the recording of a
5 Notice of Default and Election to Sell. Then, a minimum of “3 months” must elapse prior to
6 recording a Notice of Trustee Sale. Those are independent staged/timed requirements for
7 foreclosure. NRS 107.080(2)(d). The Notice of Sale cannot occur unless a Notice of Default was
8 properly recorded. Because Bayview was not a licensed Collection Agency at the time, Bayview
9 was without authority to initiate the foreclosure. Nothing in the Opposition contradicts, the clear
10 facts and plain law. Baham prevails on the merits.

11 **E. THE NOMINAL BOND SHOULD REMAIN IN EFFECT**

12 There is no urgency with this matter. The dispute has been ongoing for years and
13 Defendants have indicated no urgency. Bonds should not be punitive. The worst-case scenario for
14 Bayview is they must restart the 120-day foreclosure process anew. Moreover, Baham is subject
15 to having received a bankruptcy discharge. Requiring mortgage payments to be made could have
16 significant adverse ramifications for Baham. The current bond should suffice, and a trial on the
17 merits can be conducted in short order.

18 ...

19 ...

20 ...

21 ...

22 ...

23 ...

24 ...

25 ...

1 **IV. CONCLUSION**

2 For the reasons stated, the Court should grant a preliminary injunction. Alternatively, the
3 Court should set this matter for an evidentiary hearing and trial on the merits as afforded by
4 NRCP 65.

5 Dated this 3rd day of July, 2019

6 COGBURN LAW

7
8 By: /s/Erik W. Fox

9 Jamie S. Cogburn, Esq.

10 Nevada Bar No. 8409

11 Erik W. Fox, Esq.

12 Nevada Bar No. 8804

13 2580 St. Rose Parkway, Suite 330

14 Henderson, Nevada 89074

15 *Attorneys for Plaintiff*

16 **CERTIFICATE OF SERVICE**

17 I hereby certify that the foregoing **REPLY IN SUPPORT OF MOTION FOR**
18 **PRELIMINARY INJUNCTION** was submitted electronically for filing and/or service with the
19 Eighth Judicial District Court on the 3rd day of July, 2019.

20 I further certify that I served a true and correct copy of the foregoing document as follows:

21 ☒ Pursuant to NEFCR 9 & EDCR 8.05(a), electronic service of the foregoing
22 document shall be made in accordance with the E-Service List as follows:

23 Darren Brenner

24 Jamie Combs

25 Akerman LLP

darren.brenner@akerman.com

jamie.combs@akerman.com

AkermanLAS@akerman.com

Aaron R Maurice

Susan Owens

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amaurice@klnevada.com

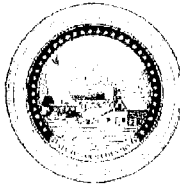
sowens@klnevada.com

bwood@klnevada.com

/s/Katie Johnson

An employee of Cogburn Law

Exhibit 1



OFFICE OF THE COMMISSIONER
Division

FINANCIAL INSTITUTIONS DIVISION
FINANCIAL INSTITUTIONS DIVISION
FINANCIAL INSTITUTIONS DIVISION

OFFICE OF THE COMMISSIONER
Division

OFFICE OF THE COMMISSIONER
Division

January 24, 2019

Dennis Baham
601 Guild Ct.
Las Vegas, NVB 89131

Subject: Complaint against Bayview Loan Servicing LLC, Reference 75722

Dear Mr. Baham:

We are in receipt of a response to your complaint against Bayview Loan Servicing LLC. This response has been reviewed by our office and has been attached for your review.

Please be advised that the Financial Institutions Division does not provide legal advice.

You may contact me at 702-486-4120 if you have any further questions or concerns.

Sincerely,

A handwritten signature in dark ink, appearing to read "Julie Hanevold", is written over a horizontal line.

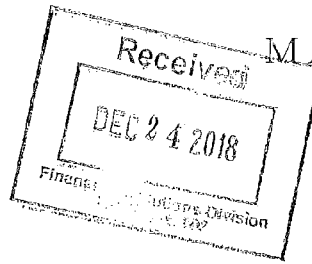
Julie Hanevold
Supervisory Examiner

Attachment: Responses from Bayview Loan Servicing LLC.

LAS VEGAS
Office of the Commissioner
3300 W. Sahara Avenue, Suite 250
Las Vegas, NV 89102
(702) 486-4120 Fax (702) 486-4563

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Examination & CPA Office
1755 East Plumb Lane, Ste 243
Reno, NV 89502
(775) 688-1730 Fax (775) 688-1735
Web Address: <http://fd.nv.gov>

CARSON CITY
Licensing Office
1830 College Parkway, Suite 100
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VIA ELECTRONIC MAIL AND UPS

December 21, 2018

Julie B. Hanevold
Supervisory Examiner
Financial Institutions Division
Nevada Department of Business and Industry
3300 W. Sahara Ave, Suite 250
Las Vegas, Nevada 89102

Dear Ms. Hanevold:

I am writing on behalf of our client, Bayview Loan Servicing (the "Company"), to follow up on our conversation of Tuesday, December 18, 2018 regarding the recent exchange of letters and emails between the Division and the Company arising from a new complaint filed by Mr. Dennis Baham. Thank you for taking the time to talk with me and for considering the issue I presented.

My call to you on December 18th was prompted by the reply the Company received on December 17th from the Deputy Commissioner.¹ In the Commissioner's December letter, she indicated that the Company's reply did not mention whether all communication with Mr. Baham had ceased, including written communication.

In connection with each of Mr. Baham's complaint filings with the Division, the Company has responded in writing to the Division, and attempted to fully explain the reason it communicated with Mr. Baham. In each of its replies to the Division beginning on April 12th and May 21st that I sent the Division on behalf of the Company, and in the letters sent by the Company of September 21st and December 9th, the Company pointed out that the correspondence sent to Mr. Baham was not sent in an effort to collect any past due mortgage payments. Rather, such correspondence was sent to comply with the Company's legal obligations, including federal and other Nevada laws that require that certain information be sent to delinquent borrowers. Moreover, some of the correspondence was sent to Mr. Baham to protect his interests.

¹ The Commissioner's reply was dated December 10th, but was received by the Company on Monday, December 17th, (herein, the "Commissioner's December letter"). The Deputy Commissioner's December letter was sent in response to the letter sent by the Company on December 7th.

The Company did not receive a written or email reply from the Division in response to its April 12th and May 21st letters, and believed that because it had stopped all outgoing calls, and had a collection agency license application pending with the Division since earlier in the year, its limited actions were acceptable to the Division. Consequently, we were surprised by your email to Ms. Torres of November 19th that “regardless of the other requirements the company may be required to follow by other jurisdictions and agencies, phone calls, emails, letters or other methods of communication regarding the delinquent status of a consumer are considered collection activities in Nevada and require a license. The company must not conduct collection activity unless a license is granted.”

We spoke on November 30th, and I learned from that conversation that the Division is of the view that any communication with a delinquent borrower constitutes a collection activity under the Act, even if the other communication is required under some other federal or Nevada law. I communicated the Division’s interpretation of the Act to the Company. As I further understood from that call, until the Company’s collection agency license is issued, it should find a licensed or exempt party to communicate with delinquent Nevada borrowers to satisfy other Nevada or federal laws. Given the express language of what other mortgage servicing laws may require and the timing considerations attendant to meeting those requirements, it may not be realistically feasible to implement such a directive.

Since our November call, we have reviewed what would constitute a collection activity in Nevada to better understand what can be sent and what should not be sent. We could find no regulations, opinions, FAQs, or enforcement orders that set out what constitute collecting. As I understand from our December call, nothing has been issued publicly.

Well before the Deputy Commissioner’s December letter, the Company had ceased making out-bound calls to Mr. Baham, as we had communicated to the Division in our prior correspondence. However, as I explained in our call of December 18th, the Company cannot simply cease sending written notices to delinquent consumers that are otherwise required. The Company would be at odds with the requirements of other Nevada or federal laws if it does not send that information. More importantly, not sending such information could put the borrower at risk.

In sending some of these notices or letters, the Company is not seeking to collect any payments from consumers delinquent on their mortgage loans, but wants to advise consumers of matters that Nevada or federal regulators have determined are important for consumers to know. Not getting some of these notices would put the borrower at risk. I know you indicated that the Company should find some other licensed or exempt entity to send those notices, but that option is not readily available. Finding another party that would be willing to do so is not easily accomplished, and investors would need to be notified and allow this to happen. Plus there are operational issues that would need to be addressed. Nevertheless, the Company is continuing to research the other laws to see what can be done to meet the Division’s directive, without harming the interests of borrowers.

Ms. Hancvold
December 21, 2018
Page 3

MAYER BROWN

I conveyed our conversations of December 18th to the Company. We were pleased that you understand our concerns, that you clarified that the Division was not requiring the Company to cease all written communication, but only those that would be viewed as an effort to collect on the debt, and that you would be willing to review copies of the type of correspondence that would need to be sent to consumers, which I would think would include loss mitigation-related documentation. I thought I could send this correspondence to you with this letter, but the Company is still evaluating and gathering these materials. We respectfully request that we schedule an in-person meeting at your office the first week of January on a day convenient to you and the Deputy Commissioner to discuss the documentation and resolve any remaining open issues, including the approval of the Company's application to the extent it is still pending.

Thank you again for your willingness to consider this matter further. As I indicated when we spoke, the Company continues to focus on your requests while also remaining committed to the interests of its customers, as well as compliance with other applicable laws.

Sincerely,



Costas A. Avrakotos



Bayview Loan Servicing, LLC
4425 Ponce de Leon Blvd. 5th Floor
Coral Gables, FL 33146

November 9, 2018

Nevada Department of Business and Industry
Attn: Monica Hedrick
Financial Institutions Division
3300 W. Sahara Avenue, Suite 250
Las Vegas Nevada 89102

Customer Name: Dennis Baham
Property Address: 6017 Guild Court
Las Vegas, Nevada 89131

Loan Number: 2365623
Bayview Case Number: 10000067754
Regulatory Case Number: 75722

Dear Ms. Hedrick:

This letter is in response to your email dated November 7, 2018, received in our office regarding the above-referenced loan account. In your email, you requested that Bayview Loan Servicing, LLC ("Bayview") provide contact history for the above-captioned loan account, comprising of collection history call notes, collection letters, a copy of the promissory note, and a screenshot of the account status.

Below we have provided a response to your request.

Bayview's records indicate that Dennis Baham filed a petition under Chapter 7 of the U.S. Bankruptcy Code on December 8, 2007, and subsequently received an Order of Discharge on March 17, 2008. Nothing in this letter should be construed as an attempt to collect a debt against Mr. Baham personally, or an attempt to revive personal liability on any discharged debt. Rather, this letter serves only to response to your request for information.

Bayview Loan Servicing, LLC is a debt collector. This letter is an attempt to collect a debt and any information obtained will be used for that purpose. To the extent that your obligation has been discharged or is subject to an automatic stay of bankruptcy this notice is for compliance and informational purposes only and does not constitute a demand for payment or any attempt to collect such obligation.

Confirmed SII Disclaimer: If you are a confirmed Successor in Interest to the mortgaged property, unless you assume the mortgage loan obligation, under state law you are not personally liable for the mortgage debt and cannot be required to use your own assets to pay the mortgage debt.

The following mailing address must be used for all Error Notices & Information Requests:
Bayview Loan Servicing, LLC, Customer Support, 4425 Ponce de Leon Boulevard, 5th Floor, Coral Gables, FL 33146

Page 1 of 3



BAYVIEW
LOAN SERVICING

Bayview Loan Servicing, LLC
4425 Ponce de Leon Blvd. 5th Floor
Coral Gables, FL 33146

Enclosed for reference, please find copies of the following:

- Interest Only Adjustable Rate Note
- Loan Activity Customer Service Contacts
- Debt Validation Letter
- Customer Account Activity Statement
- Account Screenshots

Please be advised that Bayview did not issue letters for the purpose of collecting a debt. Letters issued by Bayview were in accordance with applicable federal law and/or state regulations. Please note that, as reflected in the above-referenced Customer Account Activity Statement, Bayview has not received payment for this loan account since Bayview began servicing the loan effective September 1, 2017. Consequently, lack of payment prompted the issuance of letters offering assistance.

According to our records, Bayview attempted to contact Mr. Baham to ascertain his need for assistance. However, upon receipt of notification advising Bayview that Mr. Baham did not wish to be contacted, Bayview updated the account to reflect a "No Calls" status, which excludes calls required by applicable state and/or federal regulation(s).

At this time, the loan account remains due for the September 1, 2011, monthly installment and all subsequent monthly installments due to date. Please be advised that the foreclosure activity for the above-captioned loan is suspended, and there is currently no foreclosure sale scheduled.

Bayview would like to afford Mr. Baham every opportunity to be reviewed for all possible alternatives to foreclosure, which may include a forbearance, loan modification, short sale, or deed-in-lieu of foreclosure. Mr. Baham or an agent on his behalf may contact his Asset Manager, Alan Williams, at (855) 793-9459 to discuss the options that may be available to him.

If Mr. Baham would like more information regarding this inquiry he may visit our website at www.bayviewloanservicing.com and submit a request to our Customer Support Department using our online form. Alternatively, Mr. Baham may submit a request by email to customerservice@bayviewloanservicing.com or by regular mail to:

Bayview Loan Servicing, LLC
Attn: Customer Support
4425 Ponce de Leon Boulevard, 5th Floor
Coral Gables, FL 33146

If you have any further questions, you may contact our Customer Relations Department toll-free at (800) 457-5105, Monday through Friday, 8:00 am to 9:00 pm ET and Saturday 8:00 am to 5:00 pm ET.

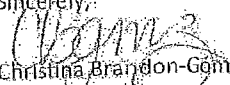


BAYVIEW
LOAN SERVICING

Bayview Loan Servicing, LLC
4426 Ponce de Leon Blvd. 5th Floor
Coral Gables, FL 33146

Thank you for the opportunity to respond to your request.

Sincerely,


Christina Brandon-Gomez
Customer Support Department
Bayview Loan Servicing, LLC

Enclosures

CC: Dennis Baham
C/o Miriam Rodriguez, Esq.
Law Office of Miriam Rodriguez
1771 E. Flamingo Road, Suite B-114
Las Vegas, Nevada 89119

Prepared by: AMANDA "AJ" WILSON

LOAN #: 86239382

InterestOnlySM ADJUSTABLE RATE NOTE
(One-Year LIBOR Index (As Published in *The Wall Street Journal*) - Rate Caps)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR A CHANGE IN MY FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE AND FOR CHANGES IN MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

DECEMBER 21, 2004
[Date]

LAS VEGAS
[City]

NEVADA
[State]

6017 GUILD CT, LAS VEGAS, NV 89131-2331
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 616,020.00 (this amount is called "Principal"), plus interest, to the order of Lender. Lender is COUNTRYWIDE HOME LOANS, INC.

I will make all payments under this Note in the form of cash, check or money order.

I understand that Lender may transfer this Note. Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 5.250 %. The interest rate I will pay may change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will make a payment on the first day of every month, beginning on FEBRUARY 01, 2005 Before the First Principal and Interest Payment Due Date as described in Section 4 of this Note, my payment will consist only of the interest due on the unpaid principal balance of this Note. Thereafter, I will pay principal and interest by making a payment every month as provided below.

I will make my monthly payments of principal and interest beginning on the First Principal and Interest Payment Due Date as described in Section 4 of this Note. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date, and if the payment includes both principal and interest, it will be applied to interest before Principal. If, on JANUARY 01, 2035, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at P.O. Box 10219, Van Nuys, CA 91410-0219 or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

My monthly payment will be in the amount of U.S. \$ 2,695.09 before the First Principal and Interest Payment Due Date, and thereafter will be in an amount sufficient to repay the principal and interest at the rate determined as described in Section 4 of this Note in substantially equal installments by the Maturity Date. The Note Holder will notify me prior to the date of change in monthly payment.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 or 5 of this Note.



610 086239382 N 001 001

CONV
o MULTISTATE Interest Only ADJUSTABLE RATE NOTE - ONE YEAR
2D305-XX (04/03/04)

Page 1 of 4

Initialed

D.B.



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4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of JANUARY, 2010, and the adjustable interest rate I will pay may change on that day every 12th month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the average of interbank offered rates for one-year U.S. dollar-denominated deposits in the London market (LIBOR), as published in *The Wall Street Journal*. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO & ONE-QUARTER percentage points (2.250 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 10.250 % or less than 2.250 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two percentage points from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 10.250 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

Before the effective date of any change in my interest rate and/or monthly payment, the Note Holder will deliver or mail to me a notice of such change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

(G) Date of First Principal and Interest Payment

The date of my first payment consisting of both principal and interest on this Note (the "First Principal and Interest Payment Due Date") shall be the first monthly payment date after the first Change Date.

5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under this Note.

I may make a full Prepayment or partial Prepayments without paying any Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date of my monthly payments unless the Note Holder agrees in writing to those changes. If the partial Prepayment is made during the period when my monthly payments consist only of interest, the amount of the monthly payment will decrease for the remainder of the term when my payments consist of only interest. If the partial Prepayment is made during the period when my payments consist of principal and interest, my partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me that exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of FIFTEEN calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of interest, during the period when my payment is interest only, and of principal and interest thereafter. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

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(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal that has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Unless the Note Holder requires a different method, any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses that might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions read as follows:

(A) Until my initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section 4 above, Uniform Covenant 18 of the Security Instrument shall read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in it is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

(B) When my initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section 4 above, Uniform Covenant 18 of the Security Instrument described in Section 11(A) above shall then cease to be in effect, and Uniform Covenant 18 of the Security Instrument shall instead read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

LOAN #: 86239382

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.


DENNIS BAHAM (Seal)
-Borrower

(Seal)
-Borrower


(Seal)
-Borrower

(Seal)
-Borrower

[Sign Original Only]

PAY TO THE ORDER OF

WITHOUT RECOURSE
COUNTRYWIDE HOME LOANS, INC.

BY 
David A. Spector
Managing Director

Loan Activity - Customer Service Contacts 6/16/2016 - 11/8/2018

628 - BAYVIEW LOAN SERVICING, LLC

Loan Number: 0002365623

Borrower Name: BAHAM, DENNIS

Date	Summary	Source Detail
11/8/2018	ATTEMPTED CNTCT - UNSUCCESS SPOC CALL NO CALL	SERN
10/3/2018	LETTER MAILED	SERN
10/3/2018	LETTER MAILED	SERN
	09/21/18	SERN
9/21/2018	LETTER MAILED	SERN
9/21/2018	LETTER MAILED	SERN
9/19/2018	REG COMPLAINT RCVD BUT NO PEGA CAT CASE	SERN
9/17/2018	ACKNOWLEDGEMENT LETTER MAILED	SERN
9/13/2018	APPRAISAL ORDERED	SERN
9/10/2018	L4 CEASE AND DESIST FLAG ALSO RAISED	SERN
9/10/2018	CFPB COMPLAINT RECEIVED BUT NO PEGA CAT	SERN
9/6/2018	ACKNOWLEDGEMENT LETTER MAILED	SERN
9/6/2018	ACKNOWLEDGEMENT LETTER MAILED	SERN
9/5/2018	INTERNAL VALUE ID - 1 THE REPORT VALUE HAS SERN BEE	
8/21/2018	LETTER MAILED	SERN
8/7/2018	LETTER MAILED	SERN
7/27/2018	ACKNOWLEDGEMENT LETTER MAILED	SERN
7/26/2018	ACKNOWLEDGEMENT LETTER MAILED	SERN
6/28/2018	LETTER MAILED	SERN
6/8/2018	ACKNOWLEDGEMENT LETTER MAILED	SERN
5/30/2018	LETTER MAILED	SERN
5/22/2018	REG COMPLAINT RECEIVED BUT NO PEGA CAT	SERN
5/18/2018	ACKNOWLEDGEMENT LETTER MAILED	SERN
5/18/2018	ACKNOWLEDGEMENT LETTER MAILED	SERN
4/17/2018	STATE DEC HAS BEEN ISSUED	SERN
4/17/2018	NV DEC COMPLETED ISSUED STATE DECLARATION, REV	SERN
4/12/2018	LETTER MAILED	SERN
4/2/2018	NO CAT PEGA CASE OPEN DUE TO NO CALL FLAG ON SERN THIS	
3/30/2018	ACKNOWLEDGEMENT LETTER MAILED	SERN
3/29/2018	NV DEC FINAL REVIEW CONTACT MADE ON 3/16/2018	SERN
3/29/2018	NV OPTION 2 LETTER SCHEDULED REVIEW DUE DILIGE	SERN
3/17/2018	ATTEMPTED CNTCT - UNSUCCESS (702)202-5081 NO A	SERN
3/17/2018	ATTEMPTED CNTCT - UNSUCCESS (702)202-5596 LEFT	SERN
3/17/2018	ATTEMPTED CNTCT - UNSUCCESS (702)631-6925 FAX	SERN
3/17/2018	ATTEMPTED CNTCT - UNSUCCESS (702)303-1263 LEFT	SERN
3/16/2018	CONTACT MADE WITH OTHER THIRD PARTY AUTHORIZED	SERN
3/16/2018	REPAY-MOD-SS-DIL DISCUSSED. RIGHT 2 RQST TELEPHONE	SERN
3/15/2018	ATTEMPTED CNTCT - UNSUCCESS OUTBOUND CALL;7026	SERN
3/15/2018	ATTEMPTED CNTCT - UNSUCCESS OUTBOUND CALL;7023	SERN

Loan Activity - Customer Service Contacts 6/16/2016 - 11/8/2018

628 - BAYVIEW LOAN SERVICING, LLC

Borrower Name: BAHAM, DENNIS

Loan Number: 0002365623

Date	Summary	Source Detail
3/15/2018	ATTEMPTED CNTCT - UNSUCCESS 702 733 9292	SERN
	TLORP	
3/15/2018	ATTEMPTED CNTCT - UNSUCCESS OUTBOUND	SERN
	CALL;7022	
3/15/2018	ATTEMPTED CNTCT - UNSUCCESS OUTBOUND	SERN
	CALL;7022	
3/8/2018	ATTEMPTED CNTCT - UNSUCCESS 702 202 5596	SERN
	LEFT	
3/8/2018	STATE DECLARATION ATTEMPT 702 733 9292	SERN
	LEFT VM	
3/8/2018	LOSS MITIGATION RETENTION OPTION PREFERRED	SERN
	BY THE	
3/8/2018	ATTEMPTED CNTCT - UNSUCCESS 702 631 6925	SERN
	VM BO	
3/5/2018	NV- DUE DILIGENCE REQUEST EMAILED ASSET	SERN
	MANAGE	
2/27/2018	NV-DEC 1ST REVIEW- LOAN DUE 9-1-2011	LOAN SERN
	I	
2/23/2018	NV DEC REQUEST IN BOX DECLARATION REVIEW	SERN
	IS NE	
1/16/2018	ATTEMPTED CNTCT - UNSUCCESS OUTBOUND	SERN
	CALL;7022	
1/16/2018	ATTEMPTED CNTCT - UNSUCCESS CALLED 702	SERN
	733 929	
1/16/2018	ATTEMPTED CNTCT - UNSUCCESS OUTBOUND	SERN
	CALL;7023	
1/16/2018	ATTEMPTED CNTCT - UNSUCCESS OUTBOUND	SERN
	CALL;7026	
12/7/2017	3RD PARTY CONTACT AUTHORIZATION RECEIVED	SERN
11/20/2017	LOAN REVIEW OFFSHORE COMPLETED	SERN
11/20/2017	LATE CHARGES AS PER NOTE	SERN
11/1/2017	LETTER MAILED	SERN
10/23/2017	LETTER MAILED	SERN
10/23/2017	ACKNOWLEDGEMENT LETTER MAILED	SERN
10/12/2017	LETTER MAILED	SERN
10/4/2017	ACKNOWLEDGEMENT LETTER MAILED	SERN
9/28/2017	ACKNOWLEDGEMENT LETTER MAILED	SERN



BAYVIEW
LOAN SERVICING

Bayview Loan Servicing, LLC
4425 Ponce de Leon Blvd, 5th Floor
Coral Gables, FL 33146

DEBT VALIDATION LETTER

September 15, 2017

DENNIS BAHAM
6017 GUILD CT LAW
LAS VEGAS, NV 89131

Property Address:
6017 GUILD CT
LAS VEGAS, NV 89131

RE: Account Number: 2365623

Dear Borrower:

Bayview Loan Servicing, LLC is seeking to bring your mortgage account current. We are attempting to collect a debt on behalf of CWALT 2005-2, the current owner of your loan. Any information that we obtain will be used for that purpose.

As of 9/13/2017, our records show that you owe \$854,912.18. The amount due may be greater on the day that you pay, however, because this debt will continue to accrue interest and other charges, which may include additional expenses and fees. Therefore, if you pay the amount referenced above, we may still need to contact you to advise that an adjustment is necessary. It is also important to note that the total amount of the debt referenced above is the entire amount owed on the mortgage loan, which is greater than the amount necessary to cure the default and bring the loan current. If you are interested in paying the amount necessary to bring your loan current, please use the contact information below.

Unless you notify us within thirty (30) days after receipt of this notice that you dispute the validity of this debt, or any portion of the debt, we will assume the debt is valid. If you notify us in writing within the thirty (30) day period and state that the debt, or any portion of the debt, is disputed, we will obtain verification of the debt or a copy of a judgment against you, and we will mail a copy of such verification or judgment to you.

In addition, if you make written request to us within thirty (30) days after receipt of this notice, we will provide you with the name and address of the original creditor, if different from the current creditor.

To verbally dispute the validity of the debt, you may call us at 1-800-771-0299.

Residents of Pennsylvania, Delaware or New Jersey: If you wish to dispute the validity of the debt, you must do so in writing for the dispute to be effective.

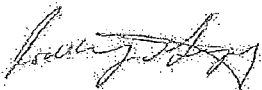
To dispute the validity of the debt in writing (which requires that you receive written verification of the debt), or to request the name and address of the original creditor, write to:

Bayview Loan Servicing
4425 Ponce de Leon Blvd., 5th Floor
Coral Gables, FL 33146

Please see the next pages for additional important information that may apply to you.

For further information, you may contact our Loan Counseling Department at 1-800-771-0299 between 8:00 am and 12:00 am ET Monday through Friday. We urge you to contact us to resolve this important matter.

Sincerely,



Roddrey Gregory, Assistant Vice-President
Customer Relations Department
Bayview Loan Servicing, LLC

Bankruptcy Disclosure:

If you currently are under the protection of a bankruptcy court with respect to this debt (or if the debt has been discharged in bankruptcy and has not been reaffirmed), this letter is for informational purposes only and is not an attempt to collect, recover, or offset the debt and should not be considered to be a demand for payment or a notice of personal liability. Please consult an attorney if you have any questions about your rights under bankruptcy law.

State Law Disclosures:

Residents of California: The state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or www.ftc.gov.

Residents of Colorado: A consumer has the right to request in writing that a debt collector or collection agency cease further communication with the consumer. A written request to cease communication will not prohibit the debt collector or collection agency from taking any other action authorized by law to collect the debt.

FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE WWW.COAG.GOV/CAR.

Residents of Minnesota: This collection agency is licensed by the Minnesota Department of Commerce.

Residents of New York: Debt collectors, in accordance with the Fair Debt Collection Practices Act, 15 U.S.C. §1692 et seq., are prohibited from engaging in abusive, deceptive, and unfair debt collection efforts, including but not limited to:

- (i) The use or threat of violence;
- (ii) The use of obscene or profane language; and
- (iii) Repeated phone calls made with the intent to annoy, abuse, or harass.

If a creditor or debt collector receives a money judgment against you in court, state and federal laws may prevent the following types of income from being taken to pay the debt:

1. Supplemental security income, (SSI);
2. Social security;
3. Public assistance (welfare);
4. Spousal support, maintenance (alimony) or child support;
5. Unemployment benefits;
6. Disability benefits;

7. Workers' compensation benefits;
8. Public or private pensions;
9. Veterans' benefits;
10. Federal student loans, federal student loan grants, and federal work study funds; and
11. Ninety percent of your wages or salary earned in the last sixty days.

Residents of Washington: Please see the attached addendum for important information.

BAYVIEW LOAN SERVICING, LLC
 4425 PONCE DE LEON BLVD, 5TH FLOOR
 CORAL GABLES, FL 33146

CUSTOMER ACCOUNT ACTIVITY STATEMENT

DATE 11/07/18
 PAGE 1

REQ BY RF1

DENNIS BAHAM
 6017 GUILD CT LAW
 LAS VEGAS

NV 89131

LOAN NUMBER: 0002365623

 CURRENT ACCOUNT INFORMATION
 DATE TOTAL PRINCIPAL LOAN CURRENT ESCROW
 PAYMENT PAYMENT & INTEREST INTEREST PRINCIPAL BALANCE
 DUE AMOUNT PAYMENT RATE BALANCE BALANCE
 09-01-11 2,613.09 2,182.76 2.00000 718,832.58 35,386.81-
 2ND MORTGAGE: 0.00 0.00000 0.00

ACTIVITY FOR PERIOD 01/01/05 - 11/06/18
 PROCESS DUE TRANSACTION TRANSACTION EFFECTIVE DATE
 DATE DATE CODE DESCRIPTION OF TRANSACTION
 TRANSACTION PRIN. PAID/ ESCROW PAID/ OTHER
 AMOUNT BALANCE INTEREST BALANCE AMOUNT CODE/DESCRIPTION
 11-05-18 00-00 633 MISC. F/C AND B/R EXPENSES
 400.00 0.00 0.00 0.00
 10-31-18 00-00 632 STATUTORY EXPENSES
 292.00 0.00 0.00 0.00
 10-31-18 00-00 630 ATTORNEY ADVANCES
 3,000.00 0.00 0.00 0.00
 10-12-18 00-00 601 MISC. CORPORATE DISBURSEMENT
 0.25 0.00 0.00 0.00
 10-12-18 00-00 601 MISC. CORPORATE DISBURSEMENT
 2.50 0.00 0.00 0.00
 10-12-18 00-00 601 MISC. CORPORATE DISBURSEMENT
 5.00 0.00 0.00 0.00
 09-20-18 09-11 161 ESCROW ADVANCE
 1,029.48 0.00 0.00 1029.48
 09-20-18 09-18 312 COUNTY TAX
 1,029.48- 0.00 0.00 1029.48-
 35386.81- NEW PRINCIPAL/ESCROW BALANCES
 07-31-18 09-11 161 ESCROW ADVANCE
 1,031.25 0.00 0.00 1031.25
 07-31-18 08-18 312 COUNTY TAX
 1,031.25- 0.00 0.00 1031.25-
 34357.33- NEW PRINCIPAL/ESCROW BALANCES
 06-15-18 00-00 632 STATUTORY EXPENSES
 257.42 0.00 0.00 0.00

BAYVIEW LOAN SERVICING, LLC
 4425 PONCE DE LEON BLVD, 5TH FLOOR
 CORAL GABLES, FL 33146

CUSTOMER ACCOUNT ACTIVITY STATEMENT

REQ BY RFI

DATE 11/07/18

PAGE 2

DENNIS BAHAM

LOAN NUMBER: 0002365623

PROCESS		DUE		ACTIVITY FOR PERIOD 01/01/05 - 11/06/18		EFFECTIVE DATE	
DATE		DATE		TRANSACTION	TRANSACTION	OF TRANSACTION	
				CODE	DESCRIPTION		
TRANSACTION	PRIN.	PAID/	ESCROW PAID/	OTHER			
AMOUNT	BALANCE	INTEREST	BALANCE	AMOUNT	CODE/DESCRIPTION		
05-21-18	00-00	632	STATUTORY EXPENSES				
290.00	0.00	0.00	0.00				
05-21-18	00-00	632	STATUTORY EXPENSES				
25.00	0.00	0.00	0.00				
05-21-18	00-00	630	ATTORNEY ADVANCES				
152.50	0.00	0.00	0.00				
04-11-18	00-00	601	MISC. CORPORATE DISBURSEMENT				
2.50	0.00	0.00	0.00				
04-05-18	00-00	601	MISC. CORPORATE DISBURSEMENT				
5.00	0.00	0.00	0.00				
04-05-18	00-00	601	MISC. CORPORATE DISBURSEMENT				
2.50	0.00	0.00	0.00				
04-05-18	00-00	601	MISC. CORPORATE DISBURSEMENT				
0.25	0.00	0.00	0.00				
03-19-18	00-00	632	STATUTORY EXPENSES				
218.00	0.00	0.00	0.00				
03-09-18	09-11	132	LATE CHARGE ADJUSTMENT				
0.00	0.00	0.00	0.00	5,565.63	1	LATE CHARGE	
02-06-18	09-11	161	ESCROW ADVANCE				
987.98	0.00	0.00	987.98				
02-06-18	02-18	312	COUNTY TAX				
987.98-	0.00	0.00	987.98-				
			33326.08-	NEW PRINCIPAL/ESCROW BALANCES			
01-02-18	09-11	161	ESCROW ADVANCE				
1,907.00	0.00	0.00	1907.00				
01-02-18	01-18	351	HOMEOWNERS INSURANCE PREMIUM				
1,907.00-	0.00	0.00	1907.00-				
			32338.10-	NEW PRINCIPAL/ESCROW BALANCES			
12-29-17	00-00	745	CORP. ADVANCE ADJUSTMENT				
27.00-	0.00	0.00	0.00				
12-15-17	09-11	161	ESCROW ADVANCE				
987.98	0.00	0.00	987.98				
12-15-17	12-17	312	COUNTY TAX				
987.98-	0.00	0.00	987.98-				
			30431.10-	NEW PRINCIPAL/ESCROW BALANCES			
11-07-17	00-00	601	MISC. CORPORATE DISBURSEMENT				
27.00	0.00	0.00	0.00				

BAYVIEW LOAN SERVICING, LLC
 4425 PONCE DE LEON BLVD, 5TH FLOOR
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CUSTOMER ACCOUNT ACTIVITY STATEMENT

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REQ BY RFI

DENNIS BAHAM
 LOAN NUMBER: 0002365623

PROCESS DATE	DUE DATE	TRANSACTION CODE	TRANSACTION DESCRIPTION	EFFECTIVE DATE OF TRANSACTION
ACTIVITY FOR PERIOD 01/01/05 - 11/06/18				
TRANSACTION AMOUNT	PRIN. PAID/ BALANCE	INTEREST	ESCROW PAID/ BALANCE	OTHER CODE/DESCRIPTION
11-01-17 00-00	631	PROPERTY PRESERVATION		
11.00	0.00	0.00	0.00	
10-26-17 00-00	745	CORP. ADVANCE ADJUSTMENT		
325.00	0.00	0.00	0.00	
10-26-17 00-00	745	CORP. ADVANCE ADJUSTMENT		
572.00	0.00	0.00	0.00	
10-26-17 00-00	745	CORP. ADVANCE ADJUSTMENT		
325.00	0.00	0.00	0.00	
10-26-17 00-00	745	CORP. ADVANCE ADJUSTMENT		
325.00	0.00	0.00	0.00	
10-26-17 00-00	745	CORP. ADVANCE ADJUSTMENT		
325.00	0.00	0.00	0.00	
10-26-17 00-00	745	CORP. ADVANCE ADJUSTMENT		
325.00	0.00	0.00	0.00	
10-26-17 00-00	745	CORP. ADVANCE ADJUSTMENT		
1,600.19	0.00	0.00	0.00	
10-26-17 00-00	745	CORP. ADVANCE ADJUSTMENT		
15.00	0.00	0.00	0.00	
10-26-17 00-00	745	CORP. ADVANCE ADJUSTMENT		
1,283.00	0.00	0.00	0.00	
10-26-17 00-00	745	CORP. ADVANCE ADJUSTMENT		
3,072.00	0.00	0.00	0.00	
10-26-17 00-00	745	CORP. ADVANCE ADJUSTMENT		
309.69	0.00	0.00	0.00	
10-26-17 00-00	745	CORP. ADVANCE ADJUSTMENT		
2,530.00	0.00	0.00	0.00	
10-26-17 00-00	745	CORP. ADVANCE ADJUSTMENT		
44.00	0.00	0.00	0.00	
10-26-17 00-00	745	CORP. ADVANCE ADJUSTMENT		
1,056.00	0.00	0.00	0.00	
10-26-17 00-00	745	CORP. ADVANCE ADJUSTMENT		
66.00	0.00	0.00	0.00	
10-26-17 00-00	745	CORP. ADVANCE ADJUSTMENT		
66.00	0.00	0.00	0.00	
10-26-17 00-00	745	CORP. ADVANCE ADJUSTMENT		
15.00	0.00	0.00	0.00	

BAYVIEW LOAN SERVICING, LLC
 4425 PONCE DE LEON BLVD, 5TH FLOOR
 CORAL GABLES, FL 33146

CUSTOMER ACCOUNT ACTIVITY STATEMENT

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DENNIS BAHAM
 LOAN NUMBER: 0002365623

PROCESS DATE	DUE DATE	ACTIVITY FOR PERIOD 01/01/05 - 11/06/18 TRANSACTION CODE	TRANSACTION DESCRIPTION	EFFECTIVE DATE OF TRANSACTION
TRANSACTION AMOUNT	PRIN. BALANCE	PAID/ INTEREST	ESCROW PAID/ BALANCE	OTHER AMOUNT CODE/DESCRIPTION
10-26-17 00-00	45.00	745 0.00	CORP. ADVANCE ADJUSTMENT 0.00	
10-26-17 00-00	335.00	745 0.00	CORP. ADVANCE ADJUSTMENT 0.00	
10-26-17 00-00	15.00	745 0.00	CORP. ADVANCE ADJUSTMENT 0.00	
10-26-17 00-00	2.50	745 0.00	CORP. ADVANCE ADJUSTMENT 0.00	
10-26-17 00-00	15.00	745 0.00	CORP. ADVANCE ADJUSTMENT 0.00	
10-26-17 00-00	18.00	745 0.00	CORP. ADVANCE ADJUSTMENT 0.00	
10-26-17 00-00	495.00	745 0.00	CORP. ADVANCE ADJUSTMENT 0.00	
10-26-17 00-00	410.00	745 0.00	CORP. ADVANCE ADJUSTMENT 0.00	
10-26-17 00-00	91.00	745 0.00	CORP. ADVANCE ADJUSTMENT 0.00	
10-26-17 00-00	8.00	745 0.00	CORP. ADVANCE ADJUSTMENT 0.00	
10-26-17 00-00	12,033.38-	745 0.00	CORP. ADVANCE ADJUSTMENT 0.00	
10-26-17 00-00	14,128.52-	745 0.00	CORP. ADVANCE ADJUSTMENT 0.00	
10-26-17 00-00	15.00	745 0.00	CORP. ADVANCE ADJUSTMENT 0.00	
10-26-17 00-00	15.00	745 0.00	CORP. ADVANCE ADJUSTMENT 0.00	
10-26-17 00-00	1,825.00	745 0.00	CORP. ADVANCE ADJUSTMENT 0.00	
10-26-17 00-00	12.00	745 0.00	CORP. ADVANCE ADJUSTMENT 0.00	
10-26-17 00-00	27.00	745 0.00	CORP. ADVANCE ADJUSTMENT 0.00	
10-26-17 00-00	15.00	745 0.00	CORP. ADVANCE ADJUSTMENT 0.00	

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DENNIS BAHAM
 LOAN NUMBER: 0002365623

PROCESS		DUE		ACTIVITY FOR PERIOD 01/01/05 - 11/06/18		EFFECTIVE DATE	
DATE	DATE	TRANSACTION CODE	TRANSACTION DESCRIPTION	TRANSACTION DESCRIPTION	OF TRANSACTION		
TRANSACTION	PRIN.	PAID/	ESCROW PAID/	OTHER			
AMOUNT	BALANCE	INTEREST	BALANCE	AMOUNT	CODE/DESCRIPTION		
10-26-17	00-00	745	CORP. ADVANCE ADJUSTMENT				
325.00	0.00	0.00	0.00	0.00			
10-26-17	00-00	745	CORP. ADVANCE ADJUSTMENT				
15.00	0.00	0.00	0.00	0.00			
10-26-17	00-00	745	CORP. ADVANCE ADJUSTMENT				
15.00	0.00	0.00	0.00	0.00			
10-26-17	00-00	745	CORP. ADVANCE ADJUSTMENT				
15.00	0.00	0.00	0.00	0.00			
10-26-17	00-00	745	CORP. ADVANCE ADJUSTMENT				
15.00	0.00	0.00	0.00	0.00			
10-26-17	00-00	745	CORP. ADVANCE ADJUSTMENT				
15.00	0.00	0.00	0.00	0.00			
10-26-17	00-00	745	CORP. ADVANCE ADJUSTMENT				
15.00	0.00	0.00	0.00	0.00			
10-26-17	00-00	745	CORP. ADVANCE ADJUSTMENT				
110.00	0.00	0.00	0.00	0.00			
10-26-17	00-00	745	CORP. ADVANCE ADJUSTMENT				
49.00	0.00	0.00	0.00	0.00			
10-26-17	00-00	745	CORP. ADVANCE ADJUSTMENT				
200.00	0.00	0.00	0.00	0.00			
10-26-17	00-00	745	CORP. ADVANCE ADJUSTMENT				
22.76	0.00	0.00	0.00	0.00			
10-26-17	00-00	745	CORP. ADVANCE ADJUSTMENT				
13.27	0.00	0.00	0.00	0.00			
10-26-17	00-00	745	CORP. ADVANCE ADJUSTMENT				
62.40	0.00	0.00	0.00	0.00			
10-26-17	00-00	745	CORP. ADVANCE ADJUSTMENT				
166.25	0.00	0.00	0.00	0.00			
10-26-17	00-00	745	CORP. ADVANCE ADJUSTMENT				
15.00	0.00	0.00	0.00	0.00			
10-26-17	00-00	745	CORP. ADVANCE ADJUSTMENT				
15.00	0.00	0.00	0.00	0.00			
10-26-17	00-00	745	CORP. ADVANCE ADJUSTMENT				
15.00	0.00	0.00	0.00	0.00			
10-26-17	00-00	745	CORP. ADVANCE ADJUSTMENT				
15.00	0.00	0.00	0.00	0.00			

BAYVIEW LOAN SERVICING, LLC
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 CORAL GABLES, FL 33146

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CUSTOMER ACCOUNT ACTIVITY STATEMENT

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DENNIS BAHAM
 LOAN NUMBER: 0002365623

PROCESS		DUE		ACTIVITY FOR PERIOD 01/01/05 - 11/06/18		EFFECTIVE DATE	
DATE		DATE		TRANSACTION		OF TRANSACTION	
				DESCRIPTION			
TRANSACTION	AMOUNT	PRIN.	PAID/	ESCROW PAID/	OTHER		
		BALANCE	INTEREST	BALANCE	AMOUNT	CODE/DESCRIPTION	
10-26-17	00-00	745	CORP. ADVANCE ADJUSTMENT				
	15.00	0.00	0.00	0.00			
10-26-17	00-00	745	CORP. ADVANCE ADJUSTMENT				
	325.00	0.00	0.00	0.00			
10-26-17	00-00	745	CORP. ADVANCE ADJUSTMENT				
	15.00	0.00	0.00	0.00			
10-26-17	00-00	745	CORP. ADVANCE ADJUSTMENT				
	200.00	0.00	0.00	0.00			
10-26-17	00-00	745	CORP. ADVANCE ADJUSTMENT				
	209.48	0.00	0.00	0.00			
10-26-17	00-00	745	CORP. ADVANCE ADJUSTMENT				
	15.00	0.00	0.00	0.00			
10-26-17	00-00	745	CORP. ADVANCE ADJUSTMENT				
	1,825.00	0.00	0.00	0.00			
10-26-17	00-00	745	CORP. ADVANCE ADJUSTMENT				
	25.00	0.00	0.00	0.00			
10-26-17	00-00	745	CORP. ADVANCE ADJUSTMENT				
	15.00	0.00	0.00	0.00			
10-26-17	00-00	745	CORP. ADVANCE ADJUSTMENT				
	15.00	0.00	0.00	0.00			
10-26-17	00-00	745	CORP. ADVANCE ADJUSTMENT				
	15.00	0.00	0.00	0.00			
10-26-17	00-00	745	CORP. ADVANCE ADJUSTMENT				
	15.00	0.00	0.00	0.00			
10-26-17	00-00	745	CORP. ADVANCE ADJUSTMENT				
	11.50	0.00	0.00	0.00			
10-26-17	00-00	745	CORP. ADVANCE ADJUSTMENT				
	11.50	0.00	0.00	0.00			
10-26-17	00-00	745	CORP. ADVANCE ADJUSTMENT				
	335.00	0.00	0.00	0.00			
10-26-17	00-00	745	CORP. ADVANCE ADJUSTMENT				
	11.50	0.00	0.00	0.00			
10-26-17	00-00	745	CORP. ADVANCE ADJUSTMENT				
	37.00	0.00	0.00	0.00			
10-26-17	00-00	745	CORP. ADVANCE ADJUSTMENT				
	1,825.00	0.00	0.00	0.00			

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REQ BY RFI

DENNIS BAHAM
 LOAN NUMBER: 0002365623

PROCESS DATE	DUE DATE	TRANSACTION CODE	TRANSACTION DESCRIPTION	EFFECTIVE DATE OF TRANSACTION
ACTIVITY FOR PERIOD 01/01/05 - 11/06/18				
TRANSACTION AMOUNT	PRIN. PAID/ BALANCE	PAID/ INTEREST	ESCROW PAID/ BALANCE	OTHER CODE/DESCRIPTION
10-26-17 00-00	745	CORP.	ADVANCE ADJUSTMENT	
11.50	0.00	0.00	0.00	
10-26-17 00-00	745	CORP.	ADVANCE ADJUSTMENT	
11.50	0.00	0.00	0.00	
10-26-17 00-00	745	CORP.	ADVANCE ADJUSTMENT	
11.50	0.00	0.00	0.00	
10-26-17 00-00	745	CORP.	ADVANCE ADJUSTMENT	
11.50	0.00	0.00	0.00	
10-26-17 00-00	745	CORP.	ADVANCE ADJUSTMENT	
11.50	0.00	0.00	0.00	
10-26-17 00-00	745	CORP.	ADVANCE ADJUSTMENT	
953.00	0.00	0.00	0.00	
10-26-17 00-00	745	CORP.	ADVANCE ADJUSTMENT	
144.85	0.00	0.00	0.00	
10-26-17 00-00	745	CORP.	ADVANCE ADJUSTMENT	
225.00	0.00	0.00	0.00	
10-26-17 00-00	745	CORP.	ADVANCE ADJUSTMENT	
224.00	0.00	0.00	0.00	
10-26-17 00-00	745	CORP.	ADVANCE ADJUSTMENT	
35.00	0.00	0.00	0.00	
10-26-17 00-00	745	CORP.	ADVANCE ADJUSTMENT	
35.00	0.00	0.00	0.00	
10-26-17 00-00	745	CORP.	ADVANCE ADJUSTMENT	
11.50	0.00	0.00	0.00	
10-26-17 00-00	745	CORP.	ADVANCE ADJUSTMENT	
11.50	0.00	0.00	0.00	
10-26-17 00-00	745	CORP.	ADVANCE ADJUSTMENT	
600.00	0.00	0.00	0.00	
10-26-17 00-00	745	CORP.	ADVANCE ADJUSTMENT	
1.66	0.00	0.00	0.00	
10-26-17 00-00	745	CORP.	ADVANCE ADJUSTMENT	
11.50	0.00	0.00	0.00	
10-26-17 00-00	745	CORP.	ADVANCE ADJUSTMENT	
11.50	0.00	0.00	0.00	
10-26-17 00-00	745	CORP.	ADVANCE ADJUSTMENT	
62.96	0.00	0.00	0.00	

BAYVIEW LOAN SERVICING, LLC
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DENNIS BAHAM
 LOAN NUMBER: 0002365623

PROCESS		DUE		ACTIVITY FOR PERIOD 01/01/05 - 11/06/18		EFFECTIVE DATE	
DATE	DATE	TRANSACTION CODE	TRANSACTION DESCRIPTION	TRANSACTION CODE	TRANSACTION DESCRIPTION	DATE	DATE
10-26-17	00-00	745	CORP. ADVANCE ADJUSTMENT	745	CORP. ADVANCE ADJUSTMENT	10-26-17	00-00
43.00		0.00	0.00	0.00	0.00		
10-26-17	00-00	745	CORP. ADVANCE ADJUSTMENT	745	CORP. ADVANCE ADJUSTMENT	10-26-17	00-00
625.00		0.00	0.00	0.00	0.00		
10-26-17	00-00	745	CORP. ADVANCE ADJUSTMENT	745	CORP. ADVANCE ADJUSTMENT	10-26-17	00-00
11.50		0.00	0.00	0.00	0.00		
10-26-17	00-00	745	CORP. ADVANCE ADJUSTMENT	745	CORP. ADVANCE ADJUSTMENT	10-26-17	00-00
11.50		0.00	0.00	0.00	0.00		
10-26-17	00-00	745	CORP. ADVANCE ADJUSTMENT	745	CORP. ADVANCE ADJUSTMENT	10-26-17	00-00
11.50		0.00	0.00	0.00	0.00		
10-26-17	00-00	745	CORP. ADVANCE ADJUSTMENT	745	CORP. ADVANCE ADJUSTMENT	10-26-17	00-00
11.50		0.00	0.00	0.00	0.00		
10-26-17	00-00	745	CORP. ADVANCE ADJUSTMENT	745	CORP. ADVANCE ADJUSTMENT	10-26-17	00-00
335.00		0.00	0.00	0.00	0.00		
10-26-17	00-00	745	CORP. ADVANCE ADJUSTMENT	745	CORP. ADVANCE ADJUSTMENT	10-26-17	00-00
11.50		0.00	0.00	0.00	0.00		
10-26-17	00-00	745	CORP. ADVANCE ADJUSTMENT	745	CORP. ADVANCE ADJUSTMENT	10-26-17	00-00
11.50		0.00	0.00	0.00	0.00		
10-26-17	00-00	745	CORP. ADVANCE ADJUSTMENT	745	CORP. ADVANCE ADJUSTMENT	10-26-17	00-00
11.50		0.00	0.00	0.00	0.00		
10-26-17	00-00	745	CORP. ADVANCE ADJUSTMENT	745	CORP. ADVANCE ADJUSTMENT	10-26-17	00-00
11.50		0.00	0.00	0.00	0.00		
10-26-17	00-00	745	CORP. ADVANCE ADJUSTMENT	745	CORP. ADVANCE ADJUSTMENT	10-26-17	00-00
150.00		0.00	0.00	0.00	0.00		
10-26-17	00-00	745	CORP. ADVANCE ADJUSTMENT	745	CORP. ADVANCE ADJUSTMENT	10-26-17	00-00
223.00		0.00	0.00	0.00	0.00		
10-26-17	00-00	745	CORP. ADVANCE ADJUSTMENT	745	CORP. ADVANCE ADJUSTMENT	10-26-17	00-00
200.00		0.00	0.00	0.00	0.00		
10-26-17	00-00	745	CORP. ADVANCE ADJUSTMENT	745	CORP. ADVANCE ADJUSTMENT	10-26-17	00-00
188.39		0.00	0.00	0.00	0.00		
10-26-17	00-00	745	CORP. ADVANCE ADJUSTMENT	745	CORP. ADVANCE ADJUSTMENT	10-26-17	00-00
11.50		0.00	0.00	0.00	0.00		
10-26-17	00-00	745	CORP. ADVANCE ADJUSTMENT	745	CORP. ADVANCE ADJUSTMENT	10-26-17	00-00
11.50		0.00	0.00	0.00	0.00		
10-26-17	00-00	745	CORP. ADVANCE ADJUSTMENT	745	CORP. ADVANCE ADJUSTMENT	10-26-17	00-00
11.50		0.00	0.00	0.00	0.00		

BAYVIEW LOAN SERVICING, LLC
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REQ BY REF

DENNIS BAHAM
 LOAN NUMBER: 0002365623

PROCESS		ACTIVITY FOR PERIOD 01/01/05 - 11/06/18		EFFECTIVE DATE	
DATE		TRANSACTION		OF TRANSACTION	
DATE		CODE		DESCRIPTION	
TRANSACTION	PRIN. PAID/	ESCROW PAID/		OTHER	
AMOUNT	BALANCE	INTEREST	BALANCE	AMOUNT	CODE/DESCRIPTION
10-26-17 00-00	745	CORP. ADVANCE	ADJUSTMENT		
11.50	0.00	0.00	0.00		
10-26-17 00-00	745	CORP. ADVANCE	ADJUSTMENT		
11.50	0.00	0.00	0.00		
10-26-17 00-00	745	CORP. ADVANCE	ADJUSTMENT		
510.00	0.00	0.00	0.00		
10-26-17 00-00	745	CORP. ADVANCE	ADJUSTMENT		
18.00	0.00	0.00	0.00		
10-26-17 00-00	745	CORP. ADVANCE	ADJUSTMENT		
953.00	0.00	0.00	0.00		
10-26-17 00-00	745	CORP. ADVANCE	ADJUSTMENT		
11.50	0.00	0.00	0.00		
10-26-17 00-00	745	CORP. ADVANCE	ADJUSTMENT		
11.50	0.00	0.00	0.00		
10-26-17 00-00	745	CORP. ADVANCE	ADJUSTMENT		
195.00	0.00	0.00	0.00		
10-26-17 00-00	745	CORP. ADVANCE	ADJUSTMENT		
13.50	0.00	0.00	0.00		
10-26-17 00-00	745	CORP. ADVANCE	ADJUSTMENT		
13.50	0.00	0.00	0.00		
10-26-17 00-00	745	CORP. ADVANCE	ADJUSTMENT		
25.00	0.00	0.00	0.00		
10-26-17 00-00	745	CORP. ADVANCE	ADJUSTMENT		
15.00	0.00	0.00	0.00		
10-26-17 00-00	745	CORP. ADVANCE	ADJUSTMENT		
15.00	0.00	0.00	0.00		
10-26-17 00-00	745	CORP. ADVANCE	ADJUSTMENT		
15.00	0.00	0.00	0.00		
10-26-17 00-00	745	CORP. ADVANCE	ADJUSTMENT		
15.00	0.00	0.00	0.00		
10-26-17 00-00	745	CORP. ADVANCE	ADJUSTMENT		
15.00	0.00	0.00	0.00		
10-26-17 00-00	745	CORP. ADVANCE	ADJUSTMENT		
15.00	0.00	0.00	0.00		
10-26-17 00-00	745	CORP. ADVANCE	ADJUSTMENT		
15.00	0.00	0.00	0.00		

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DENNIS BAHAM
 LOAN NUMBER: 0002365623

PROCESS DATE	DUE DATE	TRANSACTION CODE	TRANSACTION DESCRIPTION	EFFECTIVE DATE OF TRANSACTION
ACTIVITY FOR PERIOD 01/01/05 - 11/06/18				
TRANSACTION AMOUNT	PRIN. PAID/ BALANCE	INTEREST	ESCROW PAID/ BALANCE	OTHER AMOUNT CODE/DESCRIPTION
10-26-17 00-00	745	CORP. ADVANCE ADJUSTMENT		
15.00	0.00	0.00	0.00	
10-26-17 00-00	745	CORP. ADVANCE ADJUSTMENT		
15.00	0.00	0.00	0.00	
10-26-17 00-00	745	CORP. ADVANCE ADJUSTMENT		
15.00	0.00	0.00	0.00	
09-29-17 09-11	161	ESCROW ADVANCE		
987.98	0.00	0.00	987.98	
09-29-17 09-17	312	COUNTY TAX		
987.98-	0.00	0.00	987.98-	
			29443.12-	NEW PRINCIPAL/ESCROW BALANCES
09-26-17 00-00	631	PROPERTY PRESERVATION		
11.00	0.00	0.00	0.00	
09-07-17 09-11	143	ADJUSTMENT		
NEW DUE DATE: 09-01-11, OLD DUE DATE: 09-01-12				
09-06-17 09-12	145	ADJUSTMENT		
0.00	0.00	0.00	0.00	28,455.14
09-06-17 00-00	745	CORP. ADVANCE ADJUSTMENT		
12,033.38	0.00	0.00	0.00	
09-06-17 00-00	745	CORP. ADVANCE ADJUSTMENT		
14,128.52	0.00	0.00	0.00	
09-06-17 09-12	132	LATE CHARGE ADJUSTMENT		
0.00	0.00	0.00	0.00	5,565.63-1 LATE CHARGE
09-06-17 09-12	142	LOAN SETUP		
0.00	718,832.58-	0.00	0.00	
			718,832.58	NEW PRINCIPAL/ESCROW BALANCES

Loan Number: 0002365623

Borrower(s): Dennis Baham

Customer Account Status

```
SER1 0002365623      CUSTOMER SERVICE INV B64/001 11/08/18 07:46:06
DENNIS BAHAM          XXX-XX-8212 OD TYPE CONV. RES.      MAN F
000-00-0000           IR 2.00000 BR BA 702-631-6925
6017 GUILD CT         LAS VEGAS NV 89131 O 702-303-1263
< ATTEMPTED CNTCT - UNSUCCESS<BR/>SPOC CALL NO CALL >: 11/03/18
-----* LOAN INFORMATION *-----
--- 09/01/11 PMT --- LAST PAID DATE DUE AMOUNT (13 MONTHS)
1ST P&I 2182.76 PAYMENT WU: P
*COUNTY 1.00 HAZARD 01/02/18 01/18 1907.00- PROCTOR FINANCIA
*CITY 1.00 COUNTY 09/20/18 09/18 1029.48-
*HAZ 1.00
*LIEN 427.33
*TOT PMT 2613.09 ANALYZED COUP MO
12/06/17 12
LC DUE .00 ----- BALANCES ----- BILL AND BILL PROD
OTH FEES .00 PRINCIPAL 718,832.58 10/16/18
TOT DUE 246822.05 ESCROW 35,386.81- YTD PRN .00
-- PENDING PAYMENT -- SUSPENSE .00 YTD TAX 3,048.71
09/12 2613.09 RES ESC .00 YTD INT .00
---* PF2 FOR ADDL MESSAGES *-----
--SPOC--
ADDATY: NOTIFIED REPRESENTED BY LEGAL COUNSEL
DISCHARGED CH7 BANKRUPTCY SUSPENDED FORECLOSURE
```

```
DLQ1 0002365623 0X DELINQUENCY OWNER n/a 11/08/18 07:47:07
13 CONV. RES. PER/CLS/OFF F/99/BA AGE: 13Y LIM IR: 2.00000 INV: B64
DUE( 87) 246,822.05 DUE 09/01/11( ) (00/00) ASSUM: ACQ:09/01/17
LATE CHRG .00 PAYMT @ 2,613.09 P: 6017 GUILD CT
BAD CK FEES .00 L/C AMT .00 LAS VEGAS NV 89131
OTHER FEES .00 PAYMT + LC 2,613.09 M:
TOT DUE 246,822.05* PRIN BAL 718,832.58
SUSPENSE .00 P&I 2,182.76 6017 GUILD CT LAW
NET DUE 246,822.05 DLQ 0 TIME,PAY 0 DAY LAS VEGAS NV 89131
C/S 000 DENNIS BAHAM 702-631-6925
C/D 00/00 702-303-1263
*PHONE NO*
---* ADDITIONAL MESSAGES *-----WU: P ---
--SPOC--
DISCHARGED CH7 BANKRUPTCY
ADDATY: NOTIFIED REPRESENTED BY LEGAL COUNSEL
---COM2-----* COMMENTS *-----
DATE USR CONTACT RESPONSE REASON RECALL F/B REMIND
110118 LS5 SCRA NOT ACTIVE
110118 LS5 <CONFIRMED NOT ACTIVE DUTY ON FEDERAL SITE FOR: BAH >
101018 *** <AM, DENNIS.
101018 *** < OCCUPANCY UNKNOWN CONDITION ON 101018 M&M
100418 *** < LC065 SPOCintroductionLetter-N LETTER SENT
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COGBURN LAW
2580 St. Rose Parkway, Suite 330, Henderson, Nevada 89074
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Steven D. Grierson
CLERK OF THE COURT



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Telephone: (702) 748-7777
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Attorneys for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

DENNIS BAHAM, an individual,

Plaintiff,

vs.

BAYVIEW LOAN SERVICING, LLC, a
Foreign Limited Liability Company; FIRST
AMERICAN TRUSTEE SERVICING
SOLUTIONS, L.L.C., a Foreign Limited
Liability Company; and BANK OF NEW
YORK MELLON f/k/a THE BANK OF NEW
YORK AS TRUSTEE FOR THE
CERTIFICATE HOLDERS OF CWALT,
INC., ALTERNATIVE LOAN TRUST 2005-
2, MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 2005-2,

Defendants.

Case No.: A-19-795762-C

Dept. No.: 23

HEARING REQUESTED

MOTION TO AMEND COMPLAINT

Plaintiff, Dennis Baham, by and through counsel, Cogburn Law, hereby files this Motion to Amend Complaint. This Motion is made and based on the following Memorandum of Points and Authorities, any exhibits attached hereto, the papers and pleadings on file herein, and any oral argument allowed at the time of hearing.

MEMORANDUM OF POINTS AND AUTHORITIES

I. AMENDMENT OF THE COMPLAINT SHOULD BE PERMITTED TO ADD A CLAIM FOR DECLARATORY RELIEF

NRCP 15(a) permits leave to amend as freely granted. Here, Bayview asserted that the claim for injunctive relief is in and of itself insufficient as a stand-alone claim. As such, the addition of the claim for Declaratory Relief addresses the issue. As the claim for Declaratory Relief is in essence identical to the Injunctive Relief claim, Bayview will not be prejudiced by the amendment. Baham respectfully requests that this Court permit the filing of the attached Proposed Amended Complaint.

Dated this 3rd day of July, 2019.

COGBURN LAW

By: /s/Erik W. Fox
Jamie S. Cogburn, Esq.
Nevada Bar No. 8409
Erik W. Fox, Esq.
Nevada Bar No. 8804
2580 St. Rose Parkway, Suite 330
Henderson, Nevada 89074
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that the foregoing **MOTION TO AMEND COMPLAINT** was submitted electronically for filing and/or service with the Eighth Judicial District Court on the 3rd day of July, 2019.

I further certify that I served a true and correct copy of the foregoing document as follows:

☒ Pursuant to NEFCR 9 & EDCR 8.05(a), electronic service of the foregoing document shall be made in accordance with the E-Service List as follows:

Darren Brenner	darren.brenner@akerman.com
Jamie Combs	jamie.combs@akerman.com
Akerman LLP	AkermanLAS@akerman.com

Aaron R Maurice	amaurice@klnevada.com
Susan Owens	sowens@klnevada.com
Brittany N. Wood	bwood@klnevada.com

/s/Katie Johnson
An employee of Cogburn Law

Exhibit 1

COGBURN LAW
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Attorneys for Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

DENNIS BAHAM, an individual,
Plaintiff,

vs.

BAYVIEW LOAN SERVICING, LLC, a
Foreign Limited Liability Company; FIRST
AMERICAN TRUSTEE SERVICING
SOLUTIONS, L.L.C., a Foreign Limited
Liability Company; and THE BANK OF
NEW YORK MELLON CORPORATION
f/k/a THE BANK OF NEW YORK AS
TRUSTEE FOR THE CERTIFICATE
HOLDERS OF CWALT, INC.,
ALTERNATIVE LOAN TRUST 2005-2,
MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 2005-2,
Defendants.

Case No.: A-19-795762-C
Dept. No.: 23

PROPOSED
FIRST AMENDED COMPLAINT

**ARBITRATION EXEMPTION
CLAIMED:**

**Title to Real Estate and Injunctive Relief
Requested**

Plaintiff, Dennis Baham ("Plaintiff" or "Baham"), by and through his counsel of record,
Cogburn Law, alleges as follows:

...

...

...

1 **I. JURISDICTION AND VENUE**

2 1. Jurisdiction in this matter is proper based on the subject of this matter being title to
3 the real property located at 6017 Guild Court, Las Vegas, Nevada, 89131 (APN 125-14-810-039)
4 and hereinafter referred to as the “Property.”

5 2. Venue in the Eighth Judicial District Court in and for the County of Clark, State of
6 Nevada, is proper pursuant to NRS 13.040.

7 **II. PARTIES**

8 3. Baham is a natural person who resides in Clark County, Nevada, at all times
9 relevant to the allegations herein.

10 4. Upon information and belief, Bayview Loan Servicing, LLC (“Bayview”), is and
11 was at all times relevant to this matter, a limited liability company organized under the laws of the
12 State of Delaware.

13 5. Upon information and belief, First American Trustee Servicing Solutions, L.L.C.
14 (“FATSS”), is and was at all times relevant to this matter, a limited liability company organized
15 under the laws of the State of Texas.

16 6. Upon information and belief, The Bank of New York Mellon Corporation, formerly
17 known as The Bank of New York as Trustee for the Certificate Holders of CWALT, Inc.,
18 Alternative Loan Trust 2005-2, Mortgage Pass-Through Certificates, Series 2005-2 (“BNY”), is
19 and was at all times relevant to this matter, a limited liability company organized under the laws
20 of the State of Delaware.

21 **III. GENERAL ALLEGATIONS**

22 7. Baham purchased the real property at 6017 Guild Court, Las Vegas, Nevada, 89131
23 (APN 125-14-810-039) in Clark County, Nevada (the “Property”) on or around December 23,
24 2004.

1 8. Bayview asserts it became the servicer of the Baham mortgage account (hereinafter
2 the (“Baham Bayview Collection Account”).

3 9. In the latter part of 2018, Baham researched Bayview’s licensing status using the
4 publicly accessible NFID license search website, wherein the public can learn the licensing status
5 of debt collection companies.

6 10. After searching the NFID website in the latter part of 2018, Baham discovered that
7 Bayview had not registered as a Collection Agency with the NFID.

8 11. Baham initiated a Complaint with the NFID asserting that Bayview was conducting
9 debt collection activities without being licensed as a debt collector in the State of Nevada (the
10 “NFID Bayview Complaint”).

11 12. The NFID Bayview Complaint was assigned case number 75722.

12 13. On January 31, 2019, the NFID sent correspondence to Baham, wherein the NFID
13 stated: “Bayview Loan Servicing LLC is now licensed by the NFID as of January 18, 2019. Please
14 be advised that Bayview Loan Servicing LLC is now permitted to engage in the collection activity
15 that was previously prohibited. Our licenses are valid as of the date licensed. Previous activity
16 conducted without a license is still considered unlicensed activity.”

17 14. Prior to January 18, 2019, Bayview was performing debt collection activities as to
18 Baham and other Nevada citizens wherein Bayview services mortgage account(s).

19 15. Specifically, Bayview sought payment on the Baham Bayview Collection Account
20 by way of demand for payment and exercising alleged rights in the Deed of Trust recorded against
21 the Baham Property.

22 16. Bayview impermissibly authorized foreclosure on the Property while unlicensed
23 with the NFID.

24 17. A sale date for the Property is scheduled for June 7, 2019.

25 . . .

FIRST CLAIM FOR RELIEF – DECLARATORY RELIEF

18. Plaintiff repeats and realleges the allegations hereinabove inclusively, as if set forth fully herein, and incorporates the same by reference.

19. This Court has the power to declare rights and other legal remedies between the parties.

20. An actual and justiciable controversy has arisen between the Bayview and Baham related to Bayview's belief that it can engage in unlicensed debt collection activity.

21. These issues are ripe for judicial determination, as Bayview initiated debt collection and foreclosure proceedings prior to obtaining licensing from the Nevada Department of Business and Industry, Financial Institutions Division.

22. These issues are ripe for judicial determination, as Bayview's actions severely hinder Baham's interest in and efforts related to the Property.

23. Baham is entitled to a declaration from this Court that Bayview was prohibited from initiating foreclosure proceedings under NRS 107.080, as well as related debt collection activity.

24. As a direct and proximate cause of Defendant's actions, it has become necessary for Plaintiff to secure the services of an attorney, and Plaintiff is entitled to recover attorney fees and costs.

SECOND CLAIM FOR RELIEF – INJUNCTIVE RELIEF

25. Plaintiff repeats and realleges the allegations hereinabove inclusively, as if set forth fully herein, and incorporates the same by reference.

26. Bayview was not licensed as a Collection Agency with the NFID when it directed the foreclosure on the Property to occur rendering all activities performed as a Collection Agency illegal.

27. Bayview became licensed as a Collection Agency on January 18, 2019, well after the initiation of foreclosure proceedings.

1 28. Baham has a probability of success on the merits, as Bayview is a “Collection
2 Agency” as the term is defined by NRS 649.020(1).

3 29. Further, Baham has a probability of success on the merits as a Collection Agency
4 is required to be licensed in the State of Nevada under NRS 649.075(1).

5 30. Further, Baham has a probability of success on the merits as a Collection Agency
6 engages in deceptive trade practices if the Collection Agency is not licensed by the required
7 agency. NRS 598.0923(1).

8 31. Without temporary, preliminary and permanent injunctive relief, Baham will suffer
9 irreparable harm in the form of loss of the Property.

10 32. The public has an interest in Collection Agencies being registered with NFID prior
11 to undertaking collection activities.

12 33. Baham requests that the status quo be preserved, and Bayview be enjoined from
13 proceeding with foreclosure where Bayview was not licensed at the time the foreclosure process
14 began.

15 34. Baham does not seek injunctive relief other than for the time period wherein
16 Bayview was not licensed by the NFID.

17 35. As a direct and proximate cause of Defendants’ actions, it has become necessary
18 for Plaintiff to secure the services of an attorney, and Plaintiff is entitled to recover fees and costs
19 incurred herein as special damages.

20 **IV. PRAYER FOR RELIEF**

21 Wherefore, Plaintiff prays for the judgment of this Court as follows:

22 1. For a declaration from this Court that Bayview was not permitted to conduct debt
23 collection activity prior to January 18, 2019, wherein all activities would be considered illegal and
24 in violation of Nevada public policy, including the initiation of foreclosure proceedings.

25 2. For a temporary restraining order;

Dated this ____ day of _____, 2019.

COGBURN LAW

By: _____

Jamie S. Cogburn, Esq.

Nevada Bar No. 8409

Erik W. Fox, Esq.

Nevada Bar No. 8804

2580 St. Rose Parkway, Suite 330

Henderson, Nevada 89074

Attorneys for Plaintiff

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**DISTRICT COURT
CLARK COUNTY, NEVADA

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Steven D. Grierson
CLERK OF THE COURT



Dennis Baham, Plaintiff(s)
vs.
Bayview Loan Servicing, LLC,
Defendant(s)

Case No.: A-19-795762-C

Department 23

NOTICE OF HEARING

Please be advised that the Motion to Amend Complaint in the above-entitled matter is set for hearing as follows:

Date: August 13, 2019
Time: 9:30 AM
Location: RJC Courtroom 12C
Regional Justice Center
200 Lewis Ave.
Las Vegas, NV 89101

NOTE: Under NEFCR 9(d), if a party is not receiving electronic service through the Eighth Judicial District Court Electronic Filing System, the movant requesting a hearing must serve this notice on the party by traditional means.

STEVEN D. GRIERSON, CEO/Clerk of the Court

By: /s/ Ivonne Hernandez
Deputy Clerk of the Court

CERTIFICATE OF SERVICE

I hereby certify that pursuant to Rule 9(b) of the Nevada Electronic Filing and Conversion Rules a copy of this Notice of Hearing was electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System.

By: /s/ Ivonne Hernandez
Deputy Clerk of the Court



**DISTRICT COURT
CLARK COUNTY, NEVADA**

Dennis Baham, Plaintiff(s)
vs.
Bayview Loan Servicing, LLC,
Defendant(s)

Case No.: A-19-795762-C

Department 4

NOTICE OF DEPARTMENT REASSIGNMENT

NOTICE IS HEREBY GIVEN that the above-entitled action has been randomly reassigned to Judge Kerry Earley.

☒ This reassignment is due to the recusal of Judge STEFANY MILEY. See minutes in file.

ANY TRIAL DATE AND ASSOCIATED TRIAL HEARINGS STAND BUT MAY BE RESET BY THE NEW DEPARTMENT. PLEASE INCLUDE THE NEW DEPARTMENT NUMBER ON ALL FUTURE FILINGS.

STEVEN D. GRIERSON, CEO/Clerk of the Court

By: /s/ Salevao Asifoa
S.L. Asifoa, Deputy Clerk of the Court

CERTIFICATE OF SERVICE

I hereby certify that this 15th day of October, 2019

☒ The foregoing Notice of Department Reassignment was electronically served to all registered parties for case number A-19-795762-C.

☒ I placed a copy of the foregoing Notice of Department Reassignment in the appropriate attorney folder located in the Clerk of the Court's Office:

Jamie S. Cogburn
Erik W. Fox
Darren T. Brenner
Natalie L Winslow
Jamie Combs
Aaron R. Maurice
Brittany Wood

/s/ Salevao Asifoa
S.L. Asifoa, Deputy Clerk of the Court



NOTC

WRIGHT, FINLAY & ZAK, LLP
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*Attorney for Defendants, The Bank of New York Mellon, as Trustee for the Certificateholders of
CWALT, Inc., Alternative Loan Trust 2005-2, Mortgage Pass-Through Certificates, Series
2005-2 and Bayview Loan Servicing, LLC*

DISTRICT COURT

CLARK COUNTY, NEVADA

DENNIS BAHAM, an individual,

Plaintiff,

vs.

BAYVIEW LOAN SERVICING, LLC, a
Foreign Limited Liability Company; FIRST
AMERICAN TRUSTEE SERVICING
SOLUTIONS, LLC, a Foreign Limited Liability
Company; and BANK OF NEW YORK
MELLON f/k/a THE BANK OF NEW YORK
AS TRUSTEE FOR THE
CERTIFICATEHOLDERS OF CWALT, INC.,
ALTERNATIVE LOAN TRUST 2005-2,
MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 2005-2,

Defendants.

Case No.: A-19-795762-C

Dept. No.: 4

NOTICE OF FIRM TRANSFER

PLEASE TAKE NOTICE that Darren T. Brenner, Esq. ("Brenner"), formerly of
AKERMAN LLP, is now with the law firm of WRIGHT, FINLAY & ZAK, LLP ("WFZ").
Brenner and WFZ will continue to represent Defendants, The Bank of New York Mellon, as
Trustee for the Certificateholders of CWALT, Inc., Alternative Loan Trust 2005-2, Mortgage
Pass-Through Certificates, Series 2005-2 and Bayview Loan Servicing, LLC. A substitution of
counsel is forthcoming.

Please direct all pleadings and correspondence to:

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Darren T. Brenner, Esq.
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Las Vegas, NV 89117
(702) 475-7964; Fax (702) 946-1345
dbrenner@wrightlegal.net

DATED this 15th day of June, 2020.

WRIGHT, FINLAY & ZAK, LLP

By: /s/ Darren T. Brenner, Esq.
Darren T. Brenner, Esq.
Nevada Bar No. 8386
7785 W. Sahara Ave, Suite 200
Las Vegas, NV 89117
*Attorney for Defendants, The Bank of New York
Mellon, as Trustee for the Certificateholders of
CWALT, Inc., Alternative Loan Trust 2005-2,
Mortgage Pass-Through Certificates, Series 2005-
2 and Bayview Loan Servicing, LLC*

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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of WRIGHT, FINLAY & ZAK, LLP, and that on this 15th day of June, 2020, I did cause a true copy of **NOTICE OF FIRM TRANSFER** to be e-filed and e-served through the Eighth Judicial District EFP system pursuant to NEFR 9 and/or by depositing a true copy of same in the United States Mail, at Las Vegas, Nevada, addressed as follows:

File Clerk efile@cogburncares.com
Erik W. Fox ewf@cogburncares.com
Katie Johnson kjj@cogburncares.com
Dennis Baham greenskies87@gmail.com
Jamie Combs jamie.combs@akerman.com
Akerman LLP AkermanLAS@akerman.com

/s/ Jason Craig
An Employee of WRIGHT, FINLAY & ZAK, LLP



1 WRIGHT, FINLAY & ZAK, LLP
2 Darren T. Brenner, Esq.
3 Nevada Bar No. 8386
4 7785 W. Sahara Ave, Suite 200
5 Las Vegas, NV 89117
6 (702) 475-7964; Fax: (702) 946-1345
7 dbrenner@wrightlegal.net

8 *Attorney for Defendants, The Bank of New York Mellon, as Trustee for the Certificateholders of*
9 *CWALT, Inc., Alternative Loan Trust 2005-2, Mortgage Pass-Through Certificates, Series*
10 *2005-2 and Bayview Loan Servicing, LLC*

11 **DISTRICT COURT**

12 **CLARK COUNTY, NEVADA**

13 DENNIS BAHAM, an individual,
14
15 Plaintiff,
16 vs.

Case No.: A-20-810458-C
Dept.: XI

and

17 BAYVIEW LOAN SERVICING, LLC, a
18 Foreign Limited Liability Company; FIRST
19 AMERICAN TRUSTEE SERVICING
20 SOLUTIONS, L.L.C., a Foreign Limited
21 Liability Company; and BANK OF NEW
22 YORK MELLON f/k/a THE BANK OF NEW
23 YORK AS TRUSTEE FOR THE
24 CERTIFICATE HOLDERS OF CWALT,
25 INC., ALTERNATIVE LOAN TRUST 2005- 2,
26 MORTGAGE PASS-THROUGH
27 CERTIFICATES, SERIES 2005-2,

Case No.: A-19-795762-C
Dept: IV

MOTION TO CONSOLIDATE and
MOTION TO DISMISS

[HEARING REQUESTED]

28 Defendants.

Bank of New York Mellon, f/k/a The Bank of New York as Trustee for the
Certificateholders of CWALT, Inc., Alternative Loan Trust 2005-2, Mortgage Pass-Through
Certificates, Series 2005-2 (**BoNYM**) and Bayview Loan Servicing, LLC move to consolidate
case no. A-19-795762-C (**Baham 3**) with case no. A-20-810458-C (**Baham 4**) and dismiss both
complaints.

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 These are the third and fourth lawsuits filed by plaintiff Dennis Baham's against
4 BoNYM and Bayview in the past two years. The first suit, a petition for judicial foreclosure, is
5 still pending before the Nevada Court of Appeals (**Baham 1**). The second suit, a proposed class
6 action in federal court, was dismissed with prejudice on the merits (**Baham 2**). This motion
7 concerns Mr. Bham's third and fourth lawsuits, A-19-795762-C (**Baham 3**) and A-20-810458-
8 C (**Baham 4**).

9 The allegations in Baham 3 and 4 are the largely the same. In both cases, Baham sought
10 to prevent foreclosure of the deed of trust securing his home loan. He claims Bayview—the
11 loan servicer at the time foreclosure was initiated—lacked a debt collector's license. In both
12 cases, he asserts a single claim for injunctive relief. These similar cases should be consolidated
13 for efficiency.

14 Baham 3 and 4 should also be dismissed. **First**, Baham's allegations are barred by
15 claim preclusion. The court already rejected Mr. Baham's arguments in Baham 2. **Second**,
16 injunctive relief is a remedy, not a standalone cause of action. **Third**, the claims are moot.
17 BoNYM already foreclosed. There is nothing to enjoin. **Fourth**, Mr. Baham cannot state a
18 claim for wrongful foreclosure, even if his claim for injunctive relief is construed to be one.
19 Baham 3 and Baham 4 should each be dismissed with prejudice.

20 **II. FACTUAL BACKGROUND**

21 Mr. Baham purchased a property at 6017 Guild Court, Las Vegas, Nevada in December
22 2004. **Ex. A.**¹ He financed the purchase with a \$616,020.00 from Countrywide, secured by a
23 deed of trust recorded against the property. *Id.* BoNYM held beneficial interest in the deed of
24 trust. **Ex. B.**

25 Mr. Baham obtained a loan modification in 2011, which adjusted the principal balance
26 to \$720,797.08. **Ex. C.** He defaulted on the modified loan almost immediately. **Ex. D.** After
27

28 ¹ Defendants request judicial notice of these exhibits, which are publicly recorded documents.
See NRS 47.130(2)(b).

1 defaulting, Mr. Baham attended three separate mediations through Nevada's foreclosure
2 mediation program between 2015 and 2017. *See* **Ex. E.** The mediations were unsuccessful.

3 BoNYM initiated the foreclosure process by recording a notice of default against the
4 property on April 26, 2018. **Ex. F.** Mr. Baham elected to participate in Nevada's foreclosure
5 mediation program a fourth time. **Ex. G.** Mr. Baham refused to produce any documents before
6 the mediation to enable BoNYM or its then-servicer Bayview to review him for foreclosure
7 alternatives. **Ex. H.** The mediation concluded without an agreement, and the mediator
8 recommended the program issue a certificate of foreclosure. *Id.*

9 Mr. Baham filed a petition for judicial review/request for relief in case no. A-18-
10 775019-FM (Baham 1). **Ex. I.** Baham 1 alleged Bayview did not have a sufficient power of
11 attorney to participate in the mediation. He did not raise any argument related to whether
12 Bayview had a debt collector's license in his petition. The court denied Mr. Baham's request and
13 the program issued a foreclosure certificate. **Ex. J** and **Ex. K.** Mr. Baham appealed. **Ex. L.**

14 BoNYM noticed a foreclosure sale for June 7, 2019. **Ex. M.** On May 24, 2019, Mr.
15 Baham, along with two other plaintiffs, initiated a proposed class action lawsuit against
16 Bayview in case A-19-795507-C (Baham 2). **Ex. N.** In Baham 2, plaintiffs alleged Bayview
17 conducted unlicensed debt collection activities in violation of the FDCPA and NRS 649.370,
18 and requested money damages. *Id.* Bayview removed the case to the United States District
19 Court, District of Nevada, case no. 2:19-cv-01125-APG-VCF, and moved to dismiss. **Ex. O.**

20 The court granted Bayview's motion to dismiss on March 20, 2020, finding plaintiffs did not
21 plausibly allege any violations of the FDCPA, and concluding there is no private right of action
22 under NRS 645. **Ex. P.** Baham did not appeal.

23 Mr. Baham initiated Baham 3 in the Eighth Judicial District Court as case no. A-19-
24 795762-C on May 30, 2019 seeking to enjoin BoNYM's sale. Baham 3 makes the same
25 allegations Bayview conducted unlicensed debt collection activities raised in Baham 2. **Ex. Q,**
26 at ¶ 11. The only meaningful difference between Baham 2 and 3 is the relief sought: damages
27 in Baham 2 verses injunctive relief in Baham 3.

1 This court in initially granted an ex parte TRO in Baham 3, postponing BoNYM's
2 foreclosure sale by 14 days. **Ex. R.** Once this court learned Mr. Baham had already filed a
3 request to challenge BoNYM's foreclosure in Baham 1, this court denied Mr. Baham's request
4 for a preliminary injunction. **Ex. S.**

5 Undeterred, on July 22, 2019, Mr. Baham filed a motion to amend or alter judgment in
6 Baham 1 on the ground Bayview was not properly licensed at the time the notice of default was
7 recorded. **Ex. T.** The district court denied the request, concluding the evidence presented was
8 not "newly discovered" because Mr. Baham was aware of Bayview's licensing status since
9 2017, when he filed a complaint with the Nevada Financial Institutions Division. **Ex. U.** The
10 concluded Mr. Baham waived the allegations by failing to timely raise them. *Id.*

11 On August 2, 2019, Mr. Baham petitioned the court of appeals in Baham 1 to stay the
12 foreclosure. On August 6, 2019, the day before the continued sale, the court of appeals denied
13 the motion. **Ex. V.**

14 On the evening of August 6, 2019—immediately after his motion to stay the sale was
15 denied by the court of appeals—Mr. Baham filed a chapter 13 bankruptcy to stop the sale. **Ex.**
16 **W.** BoNYM moved to dismiss the bankruptcy because Mr. Baham filed it in bad faith, and the
17 plan was not confirmable. **Ex. X.** The court agreed, finding Mr. Baham's bankruptcy filing was
18 "a textbook example of the egregious behavior in the context of bad faith calculus under Section
19 1307(c) that warrants dismissal under that section." **Ex. Y** at 23:1-4. The court's order barred
20 him from refiling another bankruptcy case for 180 days. **Ex. Z.**

21 BoNYM re-noticed the foreclosure sale after the bankruptcy was dismissed. **Ex. AA.**
22 Mr. Baham then filed A-20-810458-C (Baham 4). Mr. Baham failed to timely file and serve his
23 motion for temporary restraining order, which was taken off calendar without adjudication.
24 BoNYM foreclosed and now possess title to the property. **Ex. BB,** Foreclosure Deed. Mr.
25 Baham also more recently sought to enjoin BoNYM from transferring title to the property. That
26 requires was also denied.

27 ...

28 ...

1 **III. BAHAM 3 AND 4 SHOULD BE CONSOLIDATED.**

2 Under NRCP 42(a), "[w]hen actions involving a common question of law or fact are
3 pending before the court, it may. . . order all the actions consolidated; and it may make sure
4 orders concerning proceedings therein as may tend to avoid unnecessary costs or delay." A
5 district court exercises its own sound discretion in considering a motion under Rule 42(a).
6 *Marcuse v. Del Webb Cmtys., Inc.*, 123 Nev. 278, 286, 163 P.3d 462, 468 (2007). A motion to
7 consolidate must be heard by the judge assigned to the case that was commenced first. *See*
8 EDCR 2.50(a)(1). If consolidation is ordered, the consolidated case is heard before the judge
9 ordering consolidation. *See id.*

10 "The district court, in exercising its broad discretion to order consolidation of actions
11 presenting a common issue of law or fact under Rule 42(a), weighs the saving of time and effort
12 consolidation would produce against any inconvenience, delay, or expense that it would cause."
13 *Huene v. United States*, 743 F.2d 703, 704 (9th Cir. 1984). "The threshold issue is whether the
14 two proceedings involve a common party and common issues of fact or law." *Seguro de*
15 *Servicio de Salud v. McAuto Sys. Group*, 878 F.2d 5, 8 (1st Cir. 1989) (emphasis removed).

16 Case A-19-795762-C and A-20-810458-C, both filed by Mr. Baham against BoNYM
17 and Bayview, assert a single claim for injunctive relief related to the foreclosure sale of his
18 property, primarily based on allegations that BoNYM's servicer Bayview was not properly
19 licensed. As the two cases involve common parties and common issues of fact or law, they
20 should be consolidated. Consolidating the cases will save time and expenses of both the court
21 and the parties, and will avoid the inconvenience, delay, or expense caused by litigating the two
22 cases separately. There is no reason these two near identical cases should not be consolidated.

23 **IV. MR. BAHAM'S COMPLAINTS MUST BE DISMISSED.**

24 **A. Standard for Dismissal.**

25 A defendant is entitled to dismissal under Rule 12(b)(5) when a plaintiff fails to "state a
26 claim upon which relief can be granted. NRCP 12(b)(5). The Nevada supreme court interprets
27 NRCP 12(b)(5) as allowing dismissal if a plaintiff can prove no set of facts which could entitle
28 him to relief. *Buzz Stew, LLC v. City of N. Las Vegas*, 124 Nev. 224, 228, 181 P.3d 670, 672

1 (2008); *Bergmann v. Boyce*, 109 Nev. 670, 675, 856 P.2d 560, 563 (1993). The court should
2 dismiss all claims because Mr. Baham can prove no set of facts which, if accepted by the trier of
3 fact as true, would entitle him to relief. *Buzz Stew*, 124 Nev. at 228; *Bergmann*, 109 Nev. at
4 675.

5 Baham 3 and 4 should be dismissed. The operative complaints are barred by claim
6 preclusion, and fail on the merits regardless.

7 **B. Claim Preclusion Bars Baham 3 and Baham 4.**

8 **1. The Foreclosure Mediation Action.**

9 Mr. Baham had the opportunity to challenge—and has challenged—BoNYM's authority
10 to foreclose through the foreclosure mediation action. His arguments are barred by res
11 judicata/claim preclusion. Claim preclusion applies where "(1) the parties or their privies are the
12 same, (2) the final judgment is valid, and (3) the subsequent action is based on the same claims
13 or any part of them that were or could have been brought in the first case." *Five Star Capital*
14 *Corp. v. Ruby*, 124 Nev. 1048, 1054, 194 P.3d 709, 713 (2008) *holding modified by Weddell v.*
15 *Sharp*, 131 Nev. Adv. Op. 28, 350 P.3d 80 (2015). Claim preclusion "embraces all grounds of
16 recovery that were asserted in a suit, as well as those that could have been asserted." *Five Star*
17 194 P.3d at 715.

18 Baham 1 involved the same parties or their privies—Mr. Baham and Bayview on behalf
19 of BoNYM. It resulted in a final judgment allowing a foreclosure certificate to be issued. The
20 arguments Mr. Baham makes here are based on the same arguments or claims that Mr. Baham
21 could have (and did, although belatedly) make in Baham 1—that BoNYM lacked authority to
22 foreclose.

23 **2. The Federal Class Action.**

24 Mr. Baham's claims as it relates to Bayview's licensing statute or authority are barred by
25 res judicata because these issues were already litigated in the federal court action, Baham 2.
26 Baham 2 also involved the same parties or their privies—Mr. Baham and Bayview, as former
27 servicer on behalf of BoNYM. It resulted in a final judgment of dismissal with prejudice. Mr.
28 Baham did not appeal. The claims Mr. Baham make in this action are based on the same claims,

1 or any part of them, that were made in Baham 2—that Bayview was not properly licensed. Mr.
2 Baham is barred by claim preclusion from re-litigating those claims or issues again here.

3 **C. Mr. Baham’s Claims Fail on the Merits.**

4 **1. Injunctive relief is not a separate cause of action.**

5 Even if the court does not apply claim preclusion, Mr. Baham’s complaints still fail to
6 assert a claim upon which relief can be granted.

7 Both of Mr. Baham's complaints assert a single cause of action: injunctive relief.
8 Injunctive relief is not an independent cause of action. *See, e.g., In re Wal-Mart Wage & Hour*
9 *Employment Practices Litig.*, 490 F. Supp. 2d 1091, 1130 (D. Nev. 2007) (claim for injunctive
10 relief was "not a separate cause of action" and "not an independent ground for relief"); *see also*
11 *Mamo v. BP P.L.C.*, No. 05-1323, 2006 WL 269056, at *3 (E.D. Va. Jan. 30, 2006)
12 ("[I]njunctive relief is not a separate cause of action. To the extent that Plaintiffs attempt to raise
13 injunctive relief as a cause of action, such cause of action should be dismissed for failure to
14 state a claim upon which relief may be granted."); *Noah v. Enesco Corp.*, 911 F. Supp. 305, 307
15 (N.D. Ill. 1995). *Duru v. Nevada*, No. 08-61133-CIV, 2009 WL 1410472, at *2 (S.D. Fla. May
16 20, 2009) (dismissing claim for injunctive relief where not based on any legal cause of action).
17 An injunction is available "only after a plaintiff can make a showing that some independent
18 legal right is being infringed." *Id.* Mr. Baham has not made such a showing, nor can he.

19 **2. Mr. Baham’s Injunctive relief claims are moot.**

20 Even if injunctive relief could be pled as a stand alone cause of action, the claim is
21 moot. A case is moot when the issues presented are no longer 'live' or the parties lack a legally
22 cognizable interest in the outcome. *Los Angeles Cty. v. Davis*, 440 U.S. 625, 631, 99 S. Ct.
23 1379, 1383, 59 L. Ed. 2d 642 (1979); *City News & Novelty, Inc. v. City of Waukesha*, 531 U.S.
24 278, 121 S. Ct. 743, 744, 148 L. Ed. 2d 757 (2001). Where a party fails to obtain a stay of a
25 foreclosure and allows the lender to proceed, the foreclosure renders moot any subsequent
26 appeal or continued litigation. *See In re Mann*, 907 F.2d 923, 926 (9th Cir. 1990); *Christopher*
27 *Vill., Ltd. P'ship v. Retsinas*, 190 F.3d 310, 315 (5th Cir. 1999); *Dick v. Colorado Hous.*
28 *Enterprises, L.L.C.*, 872 F.3d 709, 711 (5th Cir. 2017); *Deutsche Bank Nat'l Tr. Co. as Tr. For*

1 *Indymac Indx Mortg. Loan Tr. 2006-AR25 v. Roman*, 128 N.E.3d 381, 388 (Il. App. 1st 2019);
2 *In re Mar.*, 988 F.2d 498, 499 (4th Cir. 1993); *Matter of Sullivan Cent. Plaza, I, Ltd.*, 914 F.2d
3 731, 736 (5th Cir. 1990).

4 The public policy supporting this rule is to "protect[] the integrity and finality of
5 property sales. . . . Absent this policy, no person would purchase real property involved in a
6 judicial proceeding, if afterwards he incurred the hazard of losing the property due to facts
7 unknown to him at the time of the sale." *Roman*, 128 N.E.3d at 388; *see also Sterling v.*
8 *Blackwelder*, 405 F.2d 884, 884 (4th Cir. 1969) (dismissing as moot foreclosure appeal where
9 appellant failed to comply with FRCP 62(d) to obtain a stay of the sale pending appeal).

10 Mr. Baham failed to enjoin the sale prior to it occurring. This court denied his requests
11 in Baham 1, Baham 3 and Baham 4. Baham's remedy, if he wished to preserve the suit, was to
12 seek a stay or injunction under Nevada Rule of Civil Procedure 62. His failure to do so moots
13 both suits.

14 **3. *Mr. Baham's cannot state a claim for wrongful foreclosure.***

15 To the extent Mr. Baham's complaint is construed as an attempt to assert a claim for
16 wrongful foreclosure, it fails. To succeed on a claim for wrongful foreclosure, a plaintiff must
17 show that (1) the defendant exercised a power of sale or foreclosed on the property, and (2) at
18 the time the power of sale was exercised, there was no breach of condition or failure of
19 performance by the mortgagor that would have authorized the foreclosure. *Collins v. Union*
20 *Fed. Sav. & Loan Ass'n*, 99 Nev. 284, 304, 662 P.2d 610, 623 (1983).

21 Mr. Baham has not alleged that he fully performed under the loan agreement. He admits
22 he has not paid on the loan since 2011, as also recently found by the bankruptcy court prior to
23 dismissing Mr. Baham's claims. Mr. Baham's default authorized BoNYM to foreclose under
24 the deed of trust. Mr. Baham cannot plausibly allege a claim for wrongful foreclosure where he
25 was in default.

26 . . .

27 . . .

28 . . .

1 **4. *BoNYM was the foreclosing entity, not Bayview.***

2 Mr. Baham’s allegations also fail because BoNYM—as the beneficiary of the deed of
3 trust—was foreclosing entity. Not Bayview. There are no allegations BoNYM failed to comply
4 with all legal requirements to foreclose on its deed of trust under NRS 107.080.² While
5 Bayview disputes it performed unlicensed collection activities before January 2019, even if that
6 were true, and Mr. Baham fails allege explain why this prevents BoNYM from foreclosing on
7 its deed of trust. Further, Plaintiff's own allegations demonstrate the foreclosure sale was not
8 scheduled until June 2019, *after* Bayview became licensed. It is similarly irrelevant whether and
9 when servicing of the loan transferred from Bayview to Shellpoint. Foreclosure of the deed of
10 trust was at all times in BoNYM’s name.

11 **V. CONCLUSION**

12 The court should consolidate this injunction action with Mr. Baham's 2019 injunction
13 action and dismiss both cases with prejudice.

14 DATED this 26th day of June, 2020.

15 WRIGHT, FINLAY & ZAK, LLP

16
17 By: /s/ Darren T. Brenner

18 Darren T. Brenner

19 Nevada Bar No. 8386

20 7785 W. Sahara Ave, Suite 200

21 Las Vegas, NV 89117

22 Attorney for Defendants, The Bank of New York

23 Mellon, as Trustee for the Certificateholders of

24 CWALT, Inc., Alternative Loan Trust 2005-2,

25 Mortgage Pass-Through Certificates, Series 2005-

26 2 and Bayview Loan Servicing, LLC

27
28

25 ² Baham alleges “Bayview is attempting to foreclose on Baham without giving him Notice of
26 Breach pursuant to NRS 107.080.” See Operative Complaint in A-20-810458-C at ¶16. To the
27 extent this is an attempt to allege BoNYM failed to provide notice of default, Mr. Baham
28 already conceded receipt of that notice in Baham 1. See Ex. G, Petition for Foreclosure
Mediation Assistance, attaching BoNYM’s NOD and stating: “The notice was received within
the last 30 days.” The court is "not bound to accept as true a legal conclusion couched as a
factual allegation." *Papasan v. Allain*, 478 U.S. 265, 286, 106 S. Ct. 2932, 2944 (1986).

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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of WRIGHT, FINLAY & ZAK, LLP, and that on this 26th day of June, 2020, I did cause a true copy of the foregoing **MOTION TO CONSOLIDATE CASES AND MOTION TO DISMISS** to be e-filed and e-served through the Eighth Judicial District EFP system pursuant to NEFR 9, addressed as follows:

Case A-20-810458-C:
Dennis Baham greenskies87@gmail.com
Jamie Combs jamie.combs@akerman.com
Akerman LLP AkermanLAS@akerman.com
Natalie Winslow natalie.winslow@akerman.com

Case A-19-795762-C:
File Clerk efile@cogburncares.com
Erik W. Fox ewf@cogburncares.com
Katie Johnson kjj@cogburncares.com

Jamie Combs jamie.combs@akerman.com
Akerman LLP AkermanLAS@akerman.com

/s/ Jason Craig
An Employee of WRIGHT, FINLAY & ZAK, LLP

EXHIBIT A

EXHIBIT A

20041223-0002350

Assessor's Parcel Number:
125-14-810-039
After Recording Return To:
COUNTRYWIDE HOME LOANS, INC.

Fee: \$39.00
N/C Fee: \$25.00

12/23/2004 13:57:31
T20040157883

Requestor:
NORTH AMERICAN TITLE COMPANY

Frances Deane ROF
Clark County Recorder Pgs: 26

MS SV-79 DOCUMENT PROCESSING
P.O.Box 10423
Van Nuys, CA 91410-0423
Prepared By:
AMANDA "AJ" WILSON
Recording Requested By:
D. LANE

Cole

COUNTRYWIDE HOME LOANS, INC.

3073 W CRAIG RD, STE 5&6
NORTH LAS VEGAS
NV 89032

SS

NV-201-356715H

[Space Above This Line For Recording Data]

20403567
[Escrow/Closing #]

00 938212004
[Doc ID #]

DEED OF TRUST

MIN 1000157-0004498037-9

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated DECEMBER 21, 2004, together with all Riders to this document.

NEVADA-Single Family- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

VMP® -6A(NV) (0307) CHL (07/03)(d)

Page 1 of 16

Initials: D.B.

VMP Mortgage Solutions - (800)521-7291

Form 3029 1/01



* 2 3 9 8 1 *



* 9 3 8 2 0 0 0 0 1 0 0 6 A *

(B) "Borrower" is
DENNIS BAHAM

Borrower is the trustor under this Security Instrument.
(C) "Lender" is
COUNTRYWIDE HOME LOANS, INC.

Lender is a
CORPORATION

organized and existing under the laws of NEW YORK
4500 Park Granada
Calabasas, CA 91302-1613
(D) "Trustee" is
CTC REAL ESTATE SERVICES

Lender's address is

400 COUNTRYWIDE WAY / MSN SV-88
SIMI VALLEY, CA 93065

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated DECEMBER 21, 2004
The Note states that Borrower owes Lender
SIX HUNDRED SIXTEEN THOUSAND TWENTY and 00/100

Dollars (U.S. \$ 616,020.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than JANUARY 01, 2035

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

<input checked="" type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input checked="" type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> VA Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Other(s) [specify]

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

Initials: D.B.

(K) "**Community Association Dues, Fees, and Assessments**" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "**Electronic Funds Transfer**" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "**Escrow Items**" means those items that are described in Section 3.

(N) "**Miscellaneous Proceeds**" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "**Mortgage Insurance**" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "**Periodic Payment**" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "**RESPA**" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "**Successor in Interest of Borrower**" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower

DOC ID #: 00[REDACTED]938212004

irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the COUNTY of

[Type of Recording Jurisdiction]

CLARK :

[Name of Recording Jurisdiction]

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

which currently has the address of

6017 GUILD CT, LAS VEGAS

[Street/City]

Nevada 89131-2331 ("Property Address"):

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Initials: D.B.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums

Initials: P. B.
Form 3029 1/01

any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or

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defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be

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paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is

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reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive

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from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

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Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

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15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees,

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property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

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Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option, and without further demand, may invoke the power of sale, including the right to accelerate full payment of the Note, and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold, and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

24. Substitute Trustee. Lender at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

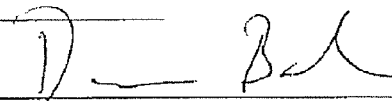
25. Assumption Fee. If there is an assumption of this loan, Lender may charge an assumption fee of U.S. \$ 300.00 .

Initials: *JD*

DOC ID #: 00[REDACTED]938212004

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:


DENNIS BAHAM

(Seal)
-Borrower

(Seal)
-Borrower

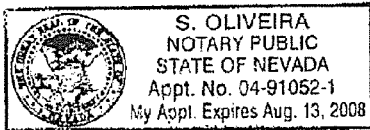
(Seal)
-Borrower

(Seal)
-Borrower



STATE OF NEVADA
COUNTY OF Clark

This instrument was acknowledged before me on 12/22/04 by
Dennis Baham



A large, stylized handwritten signature, likely "S. Oliveira", written in dark ink over a horizontal line.

Mail Tax Statements To:
TAX DEPARTMENT SV3-24

450 American Street
Simi Valley CA, 93065

Prepared by: AMANDA "AJ" WILSON

COUNTRYWIDE HOME LOANS, INC.

Branch #: 0001005
3073 W CRAIG RD, STE 5&6
NORTH LAS VEGAS, NV 89032
Phone: (866)286-9997
Br Fax No.: (702)647-1443

DATE: 12/21/2004

CASE #:

DOC ID #: 00[REDACTED]938212004

BORROWER: DENNIS BAHAM

PROPERTY ADDRESS: 6017 GUILD CT

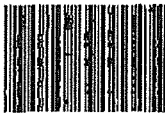
LAS VEGAS, NV 89131-2331

LEGAL DESCRIPTION EXHIBIT A

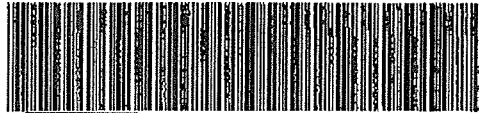
PARCEL I: LOT 39 IN BLOCK A OF FINAL MAP OF ELKHORN/JONES, A RESIDENTIAL PLANNED DEVELOPMENT AS SHOWN BY MAP THEREOF ON FILE IN BOOK 114 OF PLATS, PAGE 14, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA. RESERVING THEREFROM A NONEXCLUSIVE EASEMENT OF ACCESS, INGRESS, EGRESS, USE AND ENJOYMENT OF, IN, TO AND OVER THE ASSOCIATION PROPERTY AS DELINEATED ON THE PLAT MAP REFERRED TO ABOVE AND FURTHER DEFINED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CANYON MIST ESTATES RECORDED JANUARY 12, 2004 IN BOOK 20040112 AS DOCUMENT NO. 02925 OF OFFICIAL RECORDS, AS THE SAME MAP FROM TIME TO TIME BE AMENDED AND/OR SUPPLEMENTED IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA. PARCEL II: A NONEXCLUSIVE EASEMENT OF ACCESS, INGRESS, EGRESS, USE AND ENJOYMENT OF, IN, TO AND OVER THE ASSOCIATION PROPERTY AS DELINEATED ON THE PLAT MAP AND FURTHER DEFINED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CANYON MIST ESTATE RECORDED JANUARY 12, 2004 IN BOOK 20040112 AS DOCUMENT NO. 02925, AND AS THE SAME MAY FROM TIME TO TIME BE AMENDED AND/OR SUPPLEMENTED IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, WHICH EASEMENT IS APPURTENANT TO PARCEL ONE (1).

FHA/VA/CONV

- Legal Description Exhibit A
- 1D955-NV (07/03)(d)



* 2 3 9 9 1 *



* [REDACTED] 9 3 8 2 0 0 0 0 1 0 0 6 A *

PLANNED UNIT DEVELOPMENT RIDER

After Recording Return To:
COUNTRYWIDE HOME LOANS, INC.
MS SV-79 DOCUMENT PROCESSING
P.O.Box 10423
Van Nuys, CA 91410-0423

PARCEL ID #:
125-14-810-039

Prepared By:
AMANDA "AJ" WILSON

20403567 00[REDACTED]938212004
[Escrow/Closing #] [Doc ID #]

THIS PLANNED UNIT DEVELOPMENT RIDER is made this TWENTY-FIRST day of
DECEMBER, 2004, and is incorporated into and shall be deemed to amend and supplement the
Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the

MULTISTATE PUD RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
VMP[®]-7R (0405) CHL (06/04)(d) Page 1 of 4 Initials: DB
VMP Mortgage Solutions, Inc. (800)521-7291 Form 3150 1/01



undersigned (the "Borrower") to secure Borrower's Note to
COUNTRYWIDE HOME LOANS, INC.

(the "Lender") of the same date and covering the Property described in the Security Instrument and
located at:

6017 GUILD CT
LAS VEGAS, NV 89131-2331
[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with
other such parcels and certain common areas and facilities, as described in
THE COVENANTS, CONDITIONS, AND RESTRICTIONS FILED OF RECORD
THAT AFFECT THE PROPERTY

(the "Declaration"). The Property is a part of a planned unit development known as
ELKHORN JONES

[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or
equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners
Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS. In addition to the covenants and agreements made in the Security
Instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's
Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of
incorporation, trust instrument or any equivalent document which creates the Owners Association; and
(iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay,
when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted
insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender
and which provides insurance coverage in the amounts (including deductible levels), for the periods,
and against loss by fire, hazards included within the term "extended coverage," and any other
hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance,
then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly
premium installments for property insurance on the Property; and (ii) Borrower's obligation under
Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent
that the required coverage is provided by the Owners Association policy.

Initials: D.R.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.


E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

Initials: D.B.

DOC ID #: 00[REDACTED]938212004

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.



DENNIS BAHAM (Seal)
- Borrower

(Seal)
- Borrower

(Seal)
- Borrower

(Seal)
- Borrower

Assessor's Parcel Number:
125-14-810-039
After Recording Return To:
COUNTRYWIDE HOME LOANS, INC.

MS SV-79 DOCUMENT PROCESSING
P.O.Box 10423
Van Nuys, CA 91410-0423
Prepared By:
AMANDA "AJ" WILSON

Recording Requested By:

[Space Above This Line For Recording Data]

FIXED/ADJUSTABLE RATE RIDER

(LIBOR One-Year Index (As Published In *The Wall Street Journal*) - Rate Caps)

20403567

00 938212004

[Escrow/Closing #]

[Doc ID #]

CONV

• MULTISTATE FIXED/ADJUSTABLE RATE RIDER - WSJ One-Year LIBOR - Single Family
INTEREST ONLY
1U796-XX (06/04)(d)

Page 1 of 5

Initials: P.B.



* 2 3 9 9 1 *



* 9 3 8 2 0 0 0 0 1 U 7 9 6 *

THIS FIXED/ADJUSTABLE RATE RIDER is made this TWENTY-FIRST day of DECEMBER, 2004, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Fixed/Adjustable Rate Note (the "Note") to COUNTRYWIDE HOME LOANS, INC.

("Lender") of the same date and covering the property described in the Security Instrument and located at:

6017 GUILD CT
LAS VEGAS, NV 89131-2331

[Property Address]

THE NOTE PROVIDES FOR A CHANGE IN BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of 5.250 %. The Note also provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of JANUARY, 2010, and the adjustable interest rate I will pay may change on that day every 12th month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the average of interbank offered rates for one year U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index".

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO & ONE-QUARTER percentage points (2.250 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

CONV

• MULTISTATE FIXED/ADJUSTABLE RATE RIDER - WSJ One-Year LIBOR - Single Family INTEREST ONLY

1U796-XX (06/04)

Page 2 of 5

Initials: P.B.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 10.250 % or less than 2.250 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two percentage points from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 10.250 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my initial fixed interest rate to an adjustable interest rate and of any changes in my adjustable interest rate before the effective date of any change. The notice will include the amount of my monthly payment, any information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

1. Until Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument shall read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

CONV

• MULTISTATE FIXED/ADJUSTABLE RATE RIDER - WSJ One-Year LIBOR - Single Family
INTEREST ONLY
1U796-XX (06/04)

Page 3 of 5

Initials: DA

2. When Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument described in Section B1 above shall then cease to be in effect, and the provisions of Uniform Covenant 18 of the Security Instrument shall be amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

CONV

MULTISTATE FIXED/ADJUSTABLE RATE RIDER - WSJ One-Year LIBOR - Single Family
INTEREST ONLY
1U796-XX (06/04)

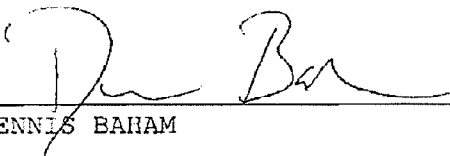
Page 4 of 5

Initials: DB

DOC ID #: 00[REDACTED]938212004

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Fixed/Adjustable Rate Rider.



DENNIS BAHAM (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

CONV

• MULTISTATE FIXED/ADJUSTABLE RATE RIDER - WSJ One-Year LIBOR - Single Family
INTEREST ONLY
1U796-XX (06/04)

Page 5 of 5

EXHIBIT B

EXHIBIT B

Recording Requested By:
Bank of America
Prepared By: Youda Crain
888-603-9011
When recorded mail to:
CoreLogic
450 E. Boundary St.
Attn: Release Dept.
Chapin, SC 29036.



DocID# 73-938211799
Tax ID: 125-14-810-039
Property Address:
6017 Guild Ct
Las Vegas, NV 89131-2331
NV0-ADT 16889698 1/23/2012

Inst #: 201201250000110

Fees: \$18.00

N/C Fee: \$0.00

01/25/2012 08:01:13 AM

Receipt #: 1045361

Requestor:

CORELOGIC

Recorded By: MSH Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

This space for Recorder's use

MIN #: 1000157-0004498037-9

MERS Phone #: 888-679-6377

ASSIGNMENT OF DEED OF TRUST

For Value Received, the undersigned holder of a Deed of Trust (herein "Assignor") whose address is 1901 E Voorhees Street, Suite C, Danville, IL 61834 does hereby grant, sell, assign, transfer and convey unto THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWALT, INC., ALTERNATIVE LOAN TRUST 2005-2, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-2 whose address is 101 BARCLAY ST - 4W, NEW YORK, NY 10286 all beneficial interest under that certain Deed of Trust described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Deed of Trust.

Original Lender: COUNTRYWIDE HOME LOANS, INC.

Made By: DENNIS BAHAM

Trustee: CTC REAL ESTATE SERVICES

Date of Deed of Trust: 12/21/2004 Original Loan Amount: \$629,629.27

Recorded in Clark County, NV on: 12/23/2004, book N/A, page N/A and instrument number 20041223-0002350

I the undersigned hereby affirm that this document submitted for recording does not contain the social security number of any person or persons.

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Deed of Trust to be executed on

1/23/12

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC.

By:

Swarupa Slee Vice President

**PLEADING
CONTINUES
IN NEXT
VOLUME**