

**Case No. 83214**

IN THE SUPREME COURT OF NEVADA

SFR INVESTMENTS POOL 1, LLC, A  
NEVADA LIMITED LIABILITY  
COMPANY,

Appellant,

vs.

JPMORGAN CHASE BANK,  
NATIONAL ASSOCIATION, A  
NATIONAL ASSOCIATION,  
Respondent.

Electronically Filed  
Nov 30 2021 05:04 p.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

**APPEAL**

from the Eighth Judicial District Court, Clark County  
The Honorable JESSICA PETERSEN, District Judge  
District Court Case No. A-13-692304-C

**APPELLANT APPENDIX VOLUME 5**

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Respectfully submitted by:

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12	56	07/09/2021	Case Appeal Statement	AA_2747
12	57	07/09/2021	Notice of Appeal	AA_2753

1 did not go forward to allow SFR sufficient time to file a motion for protective order  
2 regarding several topics in the notice. Subsequently, the SFR filed the Motion for  
3 Protective Order ("Motion") on April 27, 2016, Chase opposed the Motion on May 16,  
4 2016 and SFR filed a Reply on June 7, 2016. The hearing on the Motion occurred on  
5 June 13, 2016 and the report and recommendation is due to the Court on June 27,  
6 2016. With the hearing of the Motion concluded, the parties request additional time  
7 to conduct the deposition of SFR on July 12, 2016 prior to dispositive motions.

8 IV. Proposed Discovery Schedule

9 The parties stipulate and agree to the following proposed new deadlines:

10 A. The final date to file dispositive motions shall be extended to July 29,  
11 2016.

12 B. Bench trial is set for a five-week trial stack to begin on September 6,  
13 2016.

14 Dated: June 20<sup>th</sup>, 2016

Dated: June 20, 2016

15 KIM GILBERT EBRON

BALLARD SPAHR LLP

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N.A.*

Order

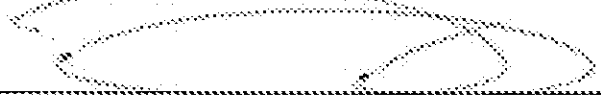
23 IT IS SO ORDERED

24 Dated June 27<sup>th</sup>, 2016.

Discovery Commissioner  
DISCOVERY COMMISSIONER

1 Submitted by:

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3 By: 

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7 Las Vegas, Nevada 89106

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9 *Defendant JPMorgan Chase Bank,*

10 *N.A.*

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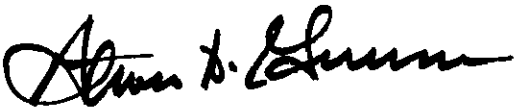
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# **TAB 15**



  
CLERK OF THE COURT

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**EIGHTH JUDICIAL DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

JPMORGAN CHASE BANK, NATIONAL  
ASSOCIATION, a national association,

Plaintiff,

vs.

SFR INVESTMENTS POOL 1, LLC, a  
Nevada limited liability company; DOES 1  
through 10; and ROE BUSINESS ENTITIES  
1 through 10, inclusive,

Defendants.

SFR INVESTMENTS POOL 1, LLC, a  
Nevada limited liability company,

Counter-Claimant,

vs.

JPMORGAN CHASE BANK, NATIONAL  
ASSOCIATION, a national association;  
ROBERT M. HAWKINS, an individual;  
CHRISTINE V. HAWKINS, an individual;  
DOES 1 10 and ROE BUSINESS ENTITIES  
1 through 10 inclusive,

Counter-Defendant/Cross-Defendants

Case No. A-13-692304-C

Dept. No. XXIV

**SFR INVESTMENTS POOL 1, LLC'S  
MOTION FOR SUMMARY JUDGMENT**

SFR Investments Pool 1, LLC ("SFR") hereby moves for summary judgment against  
JPMORGAN CHASE BANK, NATIONAL ASSOCIATION (the "Bank" <sup>1</sup>) pursuant to NRCP

<sup>1</sup> Herein, "the Bank" refers to Chase, any predecessors in interest to the First Deed of Trust, as well as any agents acting on behalf of these entities, including but not limited to servicers, trustees and nominee beneficiaries.

56(c). This Motion is based on the papers and pleadings on file herein, the following points and authorities, the Declaration of Jacqueline A. Gilbert, Esq. ("Gilbert Decl."), attached hereto as **Exhibit A**, the Declaration of Christopher J. Hardin ("Hardin Decl."), attached hereto as **Exhibit B**, and such evidence and/or oral argument as may be presented at the time of the hearing on this matter.

DATED this 7th day of July, 2016.

**KIM GILBERT EBRON**

/s/ Jacqueline A. Gilbert  
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Nevada Bar No. 10593  
7625 Dean Martin Drive, Suite 110  
Las Vegas, NV 89139  
*Attorneys for SFR Investments Pool 1, LLC*

**NOTICE OF HEARING**

PLEASE TAKE NOTICE that on 9 day of August, 2016, in Department XXIV of the above-entitled Court, at the hour of 9 : 0 0 a.m./~~p.m.~~, or as soon thereafter as counsel may be heard, the undersigned will bring SFR's Motion for Summary Judgment before this Court for hearing.

DATED this 7th day of July, 2016.

**KIM GILBERT EBRON**

/s/ Jacqueline A. Gilbert  
JACQUELINE A. GILBERT, ESQ.  
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*Attorneys for SFR Investments Pool 1, LLC*

**MEMORANDUM OF POINTS AND AUTHORITIES**

**I. INTRODUCTION**

This case arises from Pebble Canyon Homeowners Association's (the "Association") foreclosure of real property commonly referred to as **3263 Morning Springs Drive, Henderson, Nevada 89074; Parcel No. 177-24-514-043** (the "Property"). Specifically, on March 1, 2013, the Association held a public auction of the Property ("Foreclosure Sale") based on unpaid monthly assessments. Despite receiving the notice of default and notice of sale, the Bank did

nothing to protect its interest in the Property. At the foreclosure sale, SFR made the highest bid.

Based on the underlying sale, **the Bank's first deed of trust was extinguished by the Association's non-judicial foreclosure sale.** See SFR Investments Pool I, LLC v. U.S. Bank, N.A., 130 Nev. \_\_\_, \_\_\_, 334 P.3d 408, 419 (2014). The recitals in the foreclosure deed provide conclusive proof that the Bank was given notice of the sale, which is supported by evidence of receipt by the Bank, and the Bank failed to protect its interest. SFR is entitled to summary judgment on its claims for quiet title and permanent injunction. Specifically, (1) title should be quieted in the name of SFR; (2) the deed of trust purportedly held by the Bank should be permanently removed from title; and (3) the Bank, and anyone acting on its behalf, should be permanently enjoined from any sale or transfer that would affect SFR's title to the Property.

## **II. STATEMENT OF UNDISPUTED FACTS**

The following contains facts that are undisputed by either party and is supported by documents disclosed by the parties, publicly recorded with the Clark County Recorder's Office, produced by third-parties via subpoena or provided via deposition testimony:

DATE	FACTS
1991	Nevada adopted Uniform Common Interest Ownership Act as NRS 116, including NRS 116.3116(2).
November 8, 1991	Association perfected and gave notice of its lien by recording its Declaration of Covenants, Conditions & Restrictions ("CC&Rs") as Instrument No. 01962 in Book 911108. <sup>2</sup>
June 12, 2006	Grant, Bargain, Sale Deed recorded in Official Records of the Clark County Recorder as Instrument No. 200606120003525 reflecting ownership of the Property by Robert M. Hawkins and Christine V. Hawkins ("the Hawkinses"). <sup>3</sup>
June 12, 2006	First Deed of Trust in favor of GreenPoint Mortgage Funding, Inc. recorded as Instrument No. 200606120003526. <sup>4</sup>  The lender prepared, and the Hawkinses signed, a Planned Unit Development Rider as part of the First Deed of Trust, recognizing the

<sup>2</sup> See first and last pages of Association's Declaration of CC&Rs, attached to Gilbert Decl. as **Exhibit A-1**, at [Chase-Hawkins0062, 0094].

<sup>3</sup> See Grant, Bargain, Sale Deed, attached to Gilbert Decl. as **Exhibit A-2**, at [Chase-Hawkins0019-0021].

<sup>4</sup> See First Deed of Trust, attached to Gilbert Decl. as **Exhibit A-3**, at [Chase-Hawkins0024-0044].

	need to pay assessments to the Association and the ability of the lender to pay the assessments should the Hawkinses default. <sup>5</sup>
	The First Deed of Trust also included language that allowed the lender to escrow funds for “(a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property.” <sup>6</sup>
July 1, 2009	The Hawkinses became delinquent on the First Deed of Trust payments. <sup>7</sup>
October 27, 2009	The Bank recorded a Notice of Default and Election to Sell Under Deed of Trust. <sup>8</sup>
October 27, 2009	Assignment of Deed of Trust transferring beneficial interest in First Deed of Trust to JPMorgan Chase Bank, recorded as Instrument No. 200910270000618. <sup>9</sup>
October 27, 2009	Substitution of Trustee substituting MERS to California Reconveyance Company, recorded as Instrument No. 200910270000619. <sup>10</sup>
August 3, 2012	Association recorded Notice of Delinquent Assessment Lien (“NODA”) as Instrument No. 201208030002972. <sup>11</sup>  The NODA was thereafter mailed to the Hawkinses. <sup>12</sup>
September 20, 2012	After more than 30 days elapsed from the date of mailing of the NODA, Association recorded a Notice of Default and Election to Sell Under Homeowners Association Lien (“Notice of Default”) as Instrument No. 201209200001446. <sup>13</sup>  The Notice of Default was thereafter mailed to numerous parties, including, in pertinent part, the Hawkinses and the Bank (including its agents). <sup>14</sup>

<sup>5</sup> Id. at [Chase-Hawkins0040-42].

<sup>6</sup> Id. at [Chase-Hawkins0027].

<sup>7</sup> See First Deed of Trust Notice of Default, attached to Gilbert Decl. as **Exhibit A-4**, at [Chase-Hawkins0022-0023].

<sup>8</sup> Id.

<sup>9</sup> See Assignment of Deed of Trust, attached to Gilbert Decl. as **Exhibit A-5**, at [Chase-Hawkins0017-18]

<sup>10</sup> See Substitution of Trustee, attached to Gilbert Decl. as **Exhibit A-6**, at [Chase-Hawkins0045-0046].

<sup>11</sup> See Notice of Delinquent Assessment Lien, attached to Gilbert Decl. as **Exhibit A-7**, at [Chase-Hawkins\_NAS0048].

<sup>12</sup> See Proof of Mailings of NODA, attached to Gilbert Decl. as **Exhibit A-8**, at [Chase-Hawkins\_NAS00037-54].

<sup>13</sup> See Notice of Default and Election to Sell Under Homeowners Association Lien, attached to Gilbert Decl. as **Exhibit A-9**, at [Chase-Hawkins0014-0015].

<sup>14</sup> See Proof of Mailings of Notice of Default, attached to Gilbert Decl. as **Exhibit A-10**, at [Chase-Hawkins\_NAS00075-116].

	Bank admits to receiving the Notice of Default. <sup>15 16</sup>
February 5, 2013	After more than 90 days elapsed from the date of the mailing of the Notice of Default, Association mailed a Notice of Foreclosure Sale ("Notice of Sale") to numerous parties, including, in pertinent part, the Hawkinses and the Bank (including its agents). <sup>17</sup>  Bank admits to receiving the Notice of Sale. <sup>18</sup>
February 5, 2013	The Notice of Sale was posted on the Property in a conspicuous place. <sup>19</sup>  The Notice of Sale was thereafter posted at three public places within Clark County for 20 consecutive days. <sup>20</sup>  The Notice of Sale was published in the Nevada Legal News for three consecutive weeks. <sup>21</sup>
February 7, 2013	Association recorded the Notice of Sale. <sup>22</sup>
February 22, 2013	The Bank recorded a Substitution of Trustee. <sup>23</sup>
March 1, 2013	Association foreclosure sale took place and SFR placed winning bid of \$3,700.00. <sup>24</sup>  There were multiple bidders in attendance at the sale. <sup>25</sup>  No one acting on behalf of the Bank attended the sale. <sup>26</sup>

<sup>15</sup> See Bank's Responses to Requests for Admissions, attached to Gilbert Decl. as **Exhibit A-11**, at No. 5.

<sup>16</sup> See Deposition transcript of the Bank's 30(b)(6) witness Susan Lyn Newby, attached to Gilbert Decl. as **Exhibit A-12**, at [8:16-9:25] and [30:1-19].

<sup>17</sup> See Proof of Mailings of Notice of Sale, attached to Gilbert Decl. as **Exhibit A-13**, at [Chase-Hawkins\_NAS00155-162].

<sup>18</sup> See Exhibit A-11, at No. 10.

<sup>19</sup> See Affidavits of Publication and Posting of the Notice of Sale, attached to Gilbert Decl. as **Exhibit A-14** at [Chase-Hawkins\_NAS00170, 173].

<sup>20</sup> Id. at [Chase-Hawkins\_NAS00172].

<sup>21</sup> Id. at [Chase-Hawkins\_NAS00169].

<sup>22</sup> See Association Notice of Foreclosure Sale, attached Gilbert Decl. as **Exhibit A-15**, at [Chase-Hawkins0016].

<sup>23</sup> See Substitution of Trustee, attached to Gilbert Decl. as **Exhibit A-16**, at [Chase-Hawkins\_NAS00179].

<sup>24</sup> See Hardin Decl. attached as **Exhibit B**, at ¶ 11; see also **Exhibits B-1 and B-2**.

<sup>25</sup> See Exhibit B, at ¶ 15.

<sup>26</sup> See Exhibit A-11, at No. 3; see also Exhibit A-12, at [33:1-3].

March 6, 2013	<p>Association foreclosure deed vesting title in SFR recorded as Instrument No. 201303060001648.<sup>27</sup></p> <p>As recited in the Association Foreclosure Deed, the Association foreclosure sale complied with all requirements of law, including but not limited to, the elapsing of 90 days, recording and mailing of copies of Notice of Delinquent Assessment and Notice of Default, and the recording, posting and publication of the Notice of Sale.</p> <p>SFR has no reason to doubt the recitals in the Foreclosure Deed.<sup>28</sup> If there were any issues with delinquency or noticing, none of these were communicated to SFR.<sup>29</sup></p> <p>Further, neither SFR, nor its agent, have any relationship with the Association besides owning property within the community.<sup>30</sup></p> <p>Similarly, neither SFR, nor its agent, have any relationship with NAS, the Association's agent, beyond attending auctions, bidding, and occasionally purchasing properties at publically-held auctions conducted by NAS.<sup>31</sup></p>
Prior to March 1, 2013	<p>The Bank never contacted NAS or the Association prior to the sale.<sup>32</sup></p> <p>The Bank never paid or tried to pay any portion of the Association's lien.<sup>33</sup></p> <p>No release of the superpriority portion of the Association's lien was recorded against the Property.<sup>34</sup></p> <p>No lis pendens was recorded against the Property.<sup>35</sup></p>
August 23, 2013	A second Assignment of Deed of Trust transferring beneficial interest in First Deed of Trust to JPMorgan Chase Bank, recorded as Instrument No. 201308230002507. <sup>36</sup>
November 27, 2013	The Bank filed its Complaint for Declaratory Relief and Quiet Title. <sup>37</sup>

<sup>27</sup> See Exhibit B-2.

<sup>28</sup> See Exhibit B, at ¶ 13.

<sup>29</sup> Id., at ¶ 14.

<sup>30</sup> Id., at ¶ 16.

<sup>31</sup> Id., at ¶ 17.

<sup>32</sup> Exhibit A-11, at No. 13; see also Exhibit A-12, at [40:3-9].

<sup>33</sup> See Exhibit A-11, at No. 11; see also Exhibit A-12, at [40:10-14].

<sup>34</sup> See Exhibit B, at ¶ 18.

<sup>35</sup> See Exhibit B, at ¶ 19.

<sup>36</sup> See Corporate Assignment of Deed of Trust, attached to Gilbert Decl. as **Exhibit A-17**.

<sup>37</sup> See Complaint on file herein.

March 18, 2014	SFR filed its Answer, Counterclaim and Cross-Claim for Quiet Title and Injunctive Relief. <sup>38</sup>
March 20, 2014	SFR filed its Amended Answer, Counterclaim and Cross-Claim for Quiet Title and Injunctive Relief. <sup>39</sup>
March 21, 2014	SFR recorded its Notice of Lis Pendens against the Property. <sup>40</sup>
April 23, 2014	The Hawkinses were dismissed from the action without prejudice. <sup>41</sup>
September 18, 2014	Nevada Supreme Court issues <u>SFR Investments Pool 1, LLC v. U.S. Bank, N.A.</u> , opinion holding that a properly held association foreclosure sale pursuant to NRS 116.31162-116.31168 extinguishes a first deed of trust. <sup>42</sup>
May 11, 2015	The Bank recorded a Request for Notice as Instrument No. 20150511000016. <sup>43</sup>
March 9, 2016	The Bank filed its Amended Complaint including a cause of action for unjust enrichment. <sup>44</sup>
March 23, 2016	SFR filed its Answer to Amended Complaint. <sup>45</sup>
July 1, 2016	SFR has been paying the homeowner's association assessments since it acquired the Property. <sup>46</sup>

### **III. LEGAL ARGUMENT**

#### **A. Motion for Summary Judgment Standard**

Summary judgment is appropriate “when the pleadings and other evidence on file demonstrate that no ‘genuine issue as to any material fact [remains] and that the moving party is entitled to a judgment as a matter of law.’” Wood v. Safeway, Inc., 121 Nev. 724, 729, 121 P.3d 1026, 1029 (2005). Additionally, “[t]he purpose of summary judgment ‘is to avoid a needless trial when an appropriate showing is made in advance that there is no genuine issue of fact to be

<sup>38</sup> See Answer, Counterclaim and Cross-Claim on file herein.

<sup>39</sup> See Amended Answer, Counterclaim and Cross-Claim on file herein.

<sup>40</sup> See SFR's Notice of Lis Pendens, attached to Gilbert Decl. as **Exhibit A-18 [SFR129-131]**.

<sup>41</sup> See Notice of Entry of Stipulation and Order Dismissing Defendants on file herein.

<sup>42</sup> 334 P.3d 408, 419 (Nev. 2014)

<sup>43</sup> See Bank's Request for Notice, attached to Gilbert Decl. as **Exhibit A-19**.

<sup>44</sup> See Amended Complaint on file herein.

<sup>45</sup> See Answer to Amended Complaint on file herein.

<sup>46</sup> See Exhibit 2, at ¶ 20.

1 tried, and the movant is entitled to judgment as a matter of law.” McDonald v. D.P. Alexander  
2 & Las Vegas Boulevard, LLC, 121 Nev. 812, 815, 123 P.3d 748, 750 (2005) quoting Coray v.  
3 Home, 80 Nev. 39, 40-41, 389 P.2d 76, 77 (1964). Moreover, the non-moving party “must, by  
4 affidavit or otherwise, set forth specific facts demonstrating the existence of a genuine issue for  
5 trial or have summary judgment entered against [it].” Wood, 121 Nev. at 32, 121 P.3d at 1031.  
6 The non-moving party “is not entitled to build a case on the gossamer threads of whimsy,  
7 speculation, and conjecture.” Id. Rather, the non-moving party must demonstrate specific facts as  
8 opposed to general allegations and conclusions. LaMantia v. Redisi, 118 Nev. 27, 29, 38 P.3d  
9 877, 879 (2002); Wayment v. Holmes, 112 Nev. 232, 237, 912 P.2d 816, 819 (1996). Though  
10 inferences are to be drawn in favor of the non-moving party, an opponent to summary judgment,  
11 like the Bank, must show that it can produce evidence at trial to support its claim or defense. Van  
12 Cleave v. Kietz-Mill Minit Mart, 97 Nev. 414, 417, 633 P.2d 1220, 222 (1981).

13 **B. SFR is Entitled to Summary Judgment on its Claim for Quiet Title Because**  
14 **the Bank’s Deed of Trust was Extinguished by the Association’s Non-Judicial**  
15 **Foreclosure Sale.**

16 In Nevada, a homeowners association has a lien for delinquent assessments, a portion of  
17 which has priority over a first deed of trust. NRS 116.3116(2); <sup>47</sup> SFR, 334 P.3d at 419. Thus, the  
18 Association’s lien in this case was prior to both the first deed of trust and second deed of trust.  
19 Furthermore, when an association forecloses on its lien for delinquent assessment, the purchaser  
20 at the foreclosure sale receives “a deed without warranty which conveys to the grantee all title of  
21 the unit’s owner to the unit[.]” NRS 116.31164(3)(a).

22 While the party seeking to quiet title must prove good title in his name,<sup>48</sup> the following  
23 presumptions apply:

24 1. Recorded title is presumed valid. See Breliant, 112 Nev. at 669 (“[T]here is a  
25 presumption in favor of the record titleholder.”)

26 \_\_\_\_\_  
27 <sup>47</sup> All references to NRS 116 are to the statutes in effect and governing the foreclosure sale in September  
28 2013.

<sup>48</sup> Breliant v. Preferred Equities Corp., 112 Nev. 663, 669, 918 P.2d 314, 319 (1996).



2. Foreclosure sales and the resulting deeds are presumed valid. NRS 47.250(16)-(18) (stating that there are disputable presumptions “that the law has been obeyed”; “that a trustee or other person, whose duty it was to convey real property to a particular person, has actually conveyed to that person, when such presumption is necessary to perfect the title of such person or a successor in interest”; “that private transactions have been fair and regular”; and “that the ordinary course of business has been followed.”);

3. A foreclosure deed issued pursuant to NRS 116.31164 that “recit[es] compliance with notice provisions of NRS 116.31162 through NRS 116.31168 “is conclusive” as to the recitals “against the unit’s former owner, his or her heirs and assigns and all other persons.” SFR, 334 P.3d at 411-12 (citing NRS 116.31166(2)).

These presumptions “not only fix[] the burden of going forward with evidence, but it also shifts the burden of proof.” Yeager v. Harrah's Club, Inc., 111 Nev. 830, 834, 897 P.2d 1093, 1095 (1995) (citing Vancheri v. GNLV Corp., 105 Nev. 417, 421, 777 P.2d 366, 368 (1989).) “These presumptions impose on the party against whom it is directed the burden of proving that the nonexistence of the presumed fact is more probable than its existence.” Id. (citing NRS 47.180.). Here, for the Bank to prevail, it has the burden to prove that it is more probable than not that the Association foreclosure sale and the resulting foreclosure deed conveying title to SFR are invalid. Yet The Bank has not produced any admissible evidence to prove such an allegation that would allow the sale to be set aside.<sup>49</sup> To overcome the presumption of validity, the Bank must plead and prove a claim for fraud with particularity or allege some unfairness or oppression that is not overshadowed by its own bad acts. Furthermore, the Bank failed to specifically allege such fraud, oppression or unfairness in its pleadings. NRCP 8(a)-(c), 12(b). **Thus, the Bank has waived any right to challenge the sale.**

Further, “[i]f the trustee's deed recites that all statutory notice requirements and procedures required by law for the conduct of the foreclosure have been satisfied, a rebuttable presumption arises that the sale has been conducted regularly and properly; this presumption is

<sup>49</sup> See Sections III(E) and III(F) herein.

1 **conclusive** as to a bona fide purchaser.” Moeller v. Lien, 25 Cal.App.4th 822, 831-832, 30  
2 Cal.Rptr.2d 777, 783 (1994) (emphasis added); see also, 4 Miller & Starr, Cal. Real Estate (3d  
3 ed. 2000) Deeds of Trust and Mortgages § 10:211, pp. 647-652; 2 Bernhardt, Cal. Mortgage and  
4 Deed of Trust Practice (Cont.Ed.Bar 2d ed. 1990) § 7:59, pp. 476-477). This conclusive proof  
5 is key because “[t]he conclusive presumption precludes an attack by the trustor on the trustee’s  
6 sale to a bona fide purchaser even where the trustee wrongfully rejected a proper tender of  
7 reinstatement by the trustor[,]” and even where “the sale price was only 25 percent of the value  
8 of the property...” Moeller, 25 Cal.App.4th at 831-833 (emphasis added). Put simply, where  
9 there were no irregularities in the proceedings of the sale, the sale cannot be set aside. Id. at 833.  
10 Further, in Nevada, unlike California, the conclusive proof does not require that the purchaser  
11 be a bonafide purchaser (“BFP”) to rely on the recitals. See Pro-Max Corp. v. Feenstra, 117  
12 Nev. 90, 95, 16 P.3d 1074, 1077-78 (2001), opinion reinstated on reh’g (Jan. 31, 2001) (holding  
13 that no limitation of bonafide purchaser can be read into a statute providing a conclusive  
14 presumption).<sup>50</sup> There needs to be finality to a foreclosure sale, so that buyers will attend and  
15 bid, without the continued threat of lawsuits challenging their title. There is a sanctity and  
16 finality to foreclosure sales where the deed contains the conclusive recitals. Cf. Moeller, 25  
17 Cal.App.4th at 833.

18 Here, the Bank has the burden to overcome the conclusive presumption of the  
19 foreclosure deed recitals with evidence of fraud, unfairness and oppression. Shadow Wood  
20 Homeowners Association, Inc. v. New York Community Bancorp, Inc., 366 P.3d 1105, 1110  
21 (Nev. 2016). This is consistent with the Hon. Philip Pro’s holding in Bourne Valley Court  
22 Trust v. Wells Fargo Bank, N.A., where he granted summary judgment in favor of a purchaser  
23 at an association sale. See Bourne Valley, 80 F.Supp.3d 1131 (D.Nev. 2015). When faced with  
24 almost identical recitals as those in this case, the Bourne Valley court recognized the recitals in  
25 the foreclosure deed, i.e. “that there was a default, the proper notices were given, the appropriate  
26 amount of time ha[d] elapsed . . . and notice of the sale was given,” met the burden of showing  
27

28 <sup>50</sup> Although, as set forth more fully below, Sec. III(F), SFR is a bonafide purchaser for value.

1 the required notices were sent to the lender. Id. at 1135. The court continued that the lender was  
2 then "required to come forward with evidence that a genuine issue of material fact remains for  
3 trial as to notice." Id.

4 Here, like the lender in Bourne Valley, the Bank cannot dispute notice because the then-  
5 holders of the First Deed of Trust actually received the Notice of Default and Notice of Sale.<sup>51</sup>  
6 Furthermore, there is no evidence of any procedural irregularities related to the sale that would  
7 explain The Bank's failure to pay the lien. Bourne Valley, 30 F.Supp.3d at 1135; see also  
8 Moeller, 25 Cal.App.4th at 831-833. Therefore, ". . . no issue of fact remains as to whether the  
9 required statutory notices were provided." Bourne Valley, 30 F.Supp.3d at 1135.

10 **C. The Bank, as a Lienholder, is Not Entitled to an Equitable Remedy.**

11 Undoubtedly, the Bank will argue that the Nevada Supreme Court recently found that  
12 while the deed recitals contained in NRS 116.31166 are generally conclusive as to those matters  
13 asserted, the court may still set aside a defective foreclosure sale on equitable grounds "when  
14 appropriate." Shadow Wood, 366 P.3d at 1111. But Shadow Wood is distinguishable from this  
15 case in one key aspect: the bank in Shadow Wood was the homeowner of the Property which the  
16 Association foreclosed. Id. at 1107. In other words, it was the **homeowner** who challenged the  
17 validity of the sale, not a lienholder. A homeowner has a whole bundle of rights that  
18 accompany property ownership and, therefore, its property is unique and a homeowner can be  
19 entitled to equity. Unlike a homeowner, the Bank simply had a collateral interest in the  
20 Property, which gave it the right to foreclose. As such, the Bank's remedy at law, if one exists,  
21 is money damages from the persons who harmed it, such as the foreclosing association or  
22 trustee. Munger v. Moore, 11 Cal.App.3d 1, 89 Cal.Rptr. 323 (1970).

23 It is well-settled that, in Nevada, district courts lack authority to grant equitable relief  
24 when an adequate remedy at law exists. Las Vegas Valley Water Dist. v. Curtis Park Manor  
25 Water Users Ass'n, 98 Nev. 275, 277, 646 P.2d 549, 551 (1982). Because the Bank has an  
26

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27 <sup>51</sup> See Exhibit A-10 at [Chase-Hawkins\_NAS00075-116]; see also Exhibit A-12, at [8:20-21]; [30:14-  
28 31:4]; [33:1-3]; [39:13-15]; [39:23-40:9]; [43:20-44:4]; see also Exhibit A-13 at [Chase-  
Hawkins\_NAS000155-162].

adequate remedy at law, should they be able to prove some irregularity with the sale, equitable relief is not available to the Bank. To the extent the Bank suggests, even by inference, that taking title subject to the first deed of trust is an option, the statute does not provide such an option. Unless the Bank can demonstrate actual fraud, unfairness, or oppression **by the purchaser** at the publically advertised and held auction, the purchaser should not be subject to any acts that would set aside its unencumbered deed.

**D. SFR is Entitled to Summary Judgment on its Claim for Quiet Title and Permanent Injunction Because the Non-Judicial Foreclosure Sale Vested Absolute Title in SFR Without Equity or Right of Redemption.**

The association foreclosure sale vested title in SFR “without equity or right of redemption,” in other words, absolute title.<sup>52</sup> SFR, 334 P.3d at 419 (citing NRS 116.31166(3)). As the dissent in SFR explained, “the owner, as well as the first security, will have no right to redeem the property under the majority's holding.” Id. (citing NRS 116.31166(3) and Bldg. Energetix Corp. v. EHE, LP, 129 Nev. \_\_\_, \_\_\_, 294 P.3d 1228, 1233 (2013) (recognizing that there is no right to redeem after a Chapter 107 non-judicial foreclosure sale because a sale under that chapter ‘vests in the purchaser the title of the grantor and any successors in interest without equity or right of redemption’ (quoting NRS 107.080(5)).)

This is consistent with long-standing Nevada non-judicial foreclosure law that “[i]f the sale is properly, lawfully and fairly carried out, [the bank] cannot unilaterally create a right of redemption in [itself].” Golden v. Tomiyasu, 79 Nev. 503, 518, 387 P.2d 989, 997 (1963). Nevada law does not allow the Bank or the Court to create a redemption period to save the

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<sup>52</sup> According to the Nevada Supreme Court,

**sales without equity or right of redemption vest the purchaser with absolute title:**

[T]he law authorizing the mortgagee to sell is, in our opinion, so thoroughly settled that it cannot now admit of a question. Such being the right of the mortgagee, it follows as a necessary consequence that the purchaser from him obtains an absolute legal title as complete, perfect and indefeasible as can exist or be acquired by purchase; and a sale, upon due notice to the mortgagor, whether at public or private sale, forecloses all equity of redemption as completely as a decree of court.

In re Grant, 303 B.R. 205, 209 (Bankr. D. Nev. 2003) (quoting Bryant v. Carson River Lumbering Co., 3 Nev. 313, 317–18 (1867)) (emphasis added).

holder of the first deed of trust from its own failure to protect its interest.

As such, SFR is entitled to a declaration from this Court that the deed of trust was extinguished by the Association foreclosure sale, and SFR should have title quieted in its name.

**E. SFR is Entitled to Summary Judgment on its Claim for Quiet Title Because the Foreclosure Sale Was Commercially Reasonable.**

In short, SFR is entitled to quiet title because there is no requirement of commercial reasonableness in association non-judicial foreclosure sales conducted pursuant to NRS 116, but even if there was, the price paid by SFR was commercially reasonable. Furthermore, although not alleged by the Bank and thus waived, there is nonetheless no evidence that fraud, oppression or unfairness caused the purportedly “grossly inadequate” price, and price alone is never enough to unwind a sale.

As preliminary matter, NRS §116.31164, §116.31166 or its surrounding provisions contain a requirement that the sale be “commercially reasonable.”<sup>53</sup> However, to the extent this Court engages in any analysis of the commercial reasonableness of the foreclosure sale, the following must be considered.

When evaluating the commercial reasonableness of a sale, this Court has been instructed that an allegation of inadequate sales price alone is insufficient to set aside a foreclosure sale: “there must also be a showing of fraud, unfairness, or oppression.” Shadow Wood, 366 P.3d at 1110 (citing Long v. Towne, 98 Nev. 11, 13, 639 P.2d 528, 530 (1982)); see also Golden, 79 Nev. at 504, 514, 387 P.2d at 995 (adopting the California rule that “inadequacy of price, **however gross**, is not in itself a sufficient ground for setting aside a trustee’s sale legally made; there must be in addition proof of some element of fraud, unfairness or oppression **as accounts for and brings about the inadequacy of price**”(internal citations omitted) (emphasis added); see Bourne Valley, 80 F.Supp.3d at 1136. This was recently reaffirmed again by a panel of the Nevada Supreme Court, post Shadow Wood, stating in an unpublished order that “this court’s

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<sup>53</sup> See Pro-Max, 117 Nev. at 95, 16 P.3d at 1077 (“where the language of a statute is plain and unambiguous, and its meaning clear and unmistakable, there is no room for construction, and the courts are not permitted to search for its meaning beyond the statute itself.”)

1 reaffirmation in [Shadow Wood], that a low sales price is not a basis for voiding a foreclosure  
2 sale absent ‘fraud, unfairness, or oppression. . . .’ Centeno v. JPMorgan Chase Bank, N.A., Case  
3 No. 67365 (Nev. Mar. 18, 2016) (unpublished Order Vacating and Remanding a denial of  
4 preliminary injunction based in part on the district court’s determination that, based on price  
5 alone, the sale was commercially unreasonable).<sup>54</sup>

6 As will be shown below, not only can SFR show that the sale price itself was  
7 commercially reasonable, but there is no evidence of fraud, unfairness or oppression that  
8 accounted for or brought about a “grossly inadequate” sales price. Golden, 79 Nev. at 504, 514.

9 *a. The Foreclosure Price was Sufficient.*

10 Any evaluation that does not consider the entirety of a property’s circumstances,  
11 including the fact that it was sold at an association non-judicial foreclosure sale, cannot shed  
12 light on the proper disposition value of a property.<sup>55</sup> As the Bourne Valley Court recognized,  
13 when assessing commercial reasonableness of an association sale, the material facts affecting the  
14 specific market at that time must be considered, including the split in the courts as to the  
15 interpretation of NRS 116.3116(2), and whether there was evidence of fraud, oppression or  
16 unfairness:

17 The commercial reasonableness here must be assessed as of the time the sale  
18 occurred. Wells Fargo’s argument that the HOA foreclosure sale was  
19 commercially unreasonable due to the discrepancy between the sale price and the  
20 assessed value of the property ignores the practical reality that confronted the  
purchaser at the sale. Before the Nevada Supreme Court issued SFR Investments,  
purchasing property at an HOA foreclosure sale was a risky investment, akin to

21 <sup>54</sup> Available at <http://caseinfo.nvsupremecourt.us/public/caseView.do?csIID=35567>, as Doc. 16-08672.

22 In that case, the price paid at the homeowners association’s auction was \$5,950.00. While the district  
23 court did not establish a value for the property, on appeal the Bank argued that that the deed of trust  
24 secured a loan for \$160,001.00 and the property later reverted to the Bank at its own auction for  
\$145,550.00. (See Case No. 67365, Response to Appellant’s Pro se Appeal Statement, filed Feb. 17,  
2016, available at <http://caseinfo.nvsupremecourt.us/public/caseView.do?csIID=35567>, as Doc. 16-  
04982. . . .

25 Thus, the price paid at the association’s foreclosure sale in Centeno was approximately 4% of the credit  
26 bid by the Bank at its subsequent auction.

27 <sup>55</sup> The Bank hired an expert who conducted a retrospective market analysis, and of course the market  
28 value was higher than the price paid by the Association. SFR intends to file a Motion to Exclude the  
Bank’s expert under NRS 50.275 and Hallmark v. Eldridge, 124 Nev. 492, 189 P.3d 646 (2008), based on  
the utter lack of applicability of the expert’s market value appraisal to this forced sale transaction.

1 purchasing a lawsuit. Nevada state trial courts and decisions from the United  
2 States District Court for the District of Nevada were divided on the issue of  
3 whether HOA liens are true priority liens such that their foreclosure extinguishes  
4 the first deed of trust on the property. SFR Investments, 334 P.3d at 412. Thus, a  
5 purchaser at an HOA foreclosure sale risked purchasing merely a possessory  
6 interest in the property subject to the first deed of trust. This risk is illustrated by  
7 the fact that title insurance companies refused to issue title insurance policies on  
8 titles received from foreclosures of HOA super priority liens absent a court order  
9 quieting title. (Mot. to Remand to State Court (Doc. #6, Decl. of Ron Bloecker.)  
10 Given these risks, a large discrepancy between the purchase price a buyer would  
11 be willing to pay and the assessed value of the property is to be expected.

12 Bourne Valley, 80 F.Supp.3d at 1136.

13 Likewise, in BFP, the United States Supreme Court was analyzing whether the price  
14 received at a mortgage foreclosure sale was less than “reasonably equivalent value” under the  
15 bankruptcy code. Similar to the arguments made by the Bank in this case, the Chapter 11 debtor  
16 in BFP argued that because the property sold for a fraction of its fair market value, the price paid  
17 was not reasonable. The Court held that “a ‘reasonably equivalent value’ for foreclosed real  
18 property is the price in fact received at the foreclosure sale, so long as all the requirements of the  
19 State’s foreclosure law have been complied with.” BFP v. Resolution Trust Corporation, 511  
20 U.S. 531, 545, 114 S.Ct. 1757 (1994). The Court explained that in a forced sale situation, “fair  
21 market value cannot—or at least cannot always—be the benchmark[]’ used to determine  
22 reasonably equivalent value. Id. at 537. This is so because the market conditions that generally  
23 lead to “fair market value” do not exist in the forced sale context, where sales take place with  
24 significant restrictions:

25 [M]arket value, as it is commonly understood, has no applicability in the forced-  
26 sale context; indeed, it is the very antithesis of forced-sale value. ‘The market  
27 value of ... a piece of property is the price which it might be expected to bring if  
28 offered for sale in a fair market; not the price which might be obtained on a sale at  
public auction or a sale forced by the necessities of the owner, but such a price as  
would be fixed by negotiation and mutual agreement, after ample time to find a  
purchaser, as between a vendor who is willing (but not compelled) to sell and a  
purchaser who desires to buy but is not compelled to take the particular ... piece of  
property.’ In short, ‘fair market value’ presumes market conditions that, by  
definition, simply do not obtain in the context of a forced sale.

Id. at 537-538, quoting Black's Law Dictionary 971 (6th ed. 1990).

The Court recognized that property sold in a forced-sale context i.e. a foreclosure, “is  
simply worth less [because] [n]o one would pay as much to own such property as he would pay

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1 to own real estate that could be sold at leisure and pursuant to normal marketing techniques.” Id.  
2 at 539. As the Court further noted,

3 **Unlike** most other legal restrictions, however, foreclosure has the effect of  
4 completely redefining the market in which the property is offered for sale; normal  
5 free-market rules of exchange are replaced by the far more restrictive rules  
6 governing forced sales. Given this altered reality, and the concomitant inutility of  
the normal tool for determining what property is worth (fair market value), the  
only legitimate evidence of the property's value at the time it is sold is the  
foreclosure-sale price itself.

7 Id. at 548-549 (emphasis in original).<sup>56</sup>

8 In sum, any analysis that does not take into account that this was forced sale cannot  
9 accurately depict the value of the property.

10 The evidence shows that SFR was the highest bidder at a publicly held auction with  
11 multiple bidders present. See Ex. B. In other words, SFR paid more than any other bidder was  
12 willing to pay. As discussed in BFP, a publicly held auction is a method used to sell property at  
13 its current value as any person or entity, including the Bank, could have bid more to receive the  
14 foreclosure deed to the Property. Although the Bank may be disappointed in the resulting sale  
15 price, no other buyer present was willing to pay more based, in part, on the Bank’s reluctance to  
16 accept Nevada law.

17 ***b. The Bank Has Not Present Evidence of Fraud, Unfairness or  
Oppression that Brought About a Low Sale Price.***

18 Even if this Court finds the sale price to be low, in order for the Court to overturn the sale  
19 based on price, the Bank must show that some fraud, oppression or unfairness brought about  
20 such “grossly inadequate” price at the sale. As stated above, an allegation of inadequate sales  
21 price alone is insufficient to set aside a foreclosure sale; “there must also be a showing of fraud,  
22 unfairness, or oppression.” Shadow Wood, 366 P.3d at 1110 (citing Long, 98 Nev. at 13, 639  
23 P.2d at 530); see also Golden, 79 Nev. at 504, 514, 387 P.2d at 995 (“inadequacy of price,  
24 **however gross**, is not in itself a sufficient ground for setting aside a trustee’s sale legally made;

25 <sup>56</sup> Courts have extended the BFP analysis to tax-defaulted sales of real property with adherence to  
26 requirements of state law, where such statutes included public noticing or advertising of the sale and  
27 competitive bidding or auction procedures. See In re Tracht Gut, LLC, 503 B.R. 804, 815-818 (9<sup>th</sup> Cir.  
28 B.A.P. 2014); T.F. Stone v. Harper, 72 F.3d 466 (5<sup>th</sup> Cir. 1995); Kojima v. Grandote Int’l Ltd. Co, 252  
F.3d 1146 (10<sup>th</sup> Cir. 2001). Regardless of the type of sale, however, the analysis still aptly explains how  
market value cannot be compared to a forced sale transaction.



1 there must be in addition proof of some element of fraud, unfairness or oppression **as accounts**  
2 **for and brings about the inadequacy of price**” (internal citations omitted) (emphasis added).)  
3 Important to note is that the amount of the inadequacy in price cannot, by itself, allow this Court  
4 to set aside a trustee sale. Id. Put simply, commercial reasonableness deals with looking at  
5 whether there was **conduct in the sale process that led to the low price**, not simply comparing  
6 price to value. See Iama Corp. v. Wham, 99 Nev. 730, 735-738, 669 P.2d 1076, 1079 (1983)  
7 (must look to the sale process, i.e., “whether proper notice was given, whether the bidding was  
8 competitive, and whether the sale was conducted pursuant to . . . normal procedures”) (emphasis  
9 added).

10 Here, there are absolutely no allegations of fraud, oppression or unfairness that brought  
11 about any inadequacy in price. The Association’s sale was publically noticed, as required by  
12 statute; multiple bidders attended the auction; it is undisputed that neither the homeowner nor the  
13 Bank paid an amount necessary to cure the lien before the sale. Furthermore, the Association’s  
14 compliance with notice is not in question.

15 In sum, viewing the transaction as a whole, the sale was commercially reasonable, and  
16 summary judgment should therefore be granted in favor of SFR.

17 **F. Even if there were Irregularities with the Sale, these Cannot be Imputed to**  
18 **SFR Because SFR is a Bona Fide Purchaser.**

19 While SFR is a BFP as to this Property, nothing under Nevada law requires a buyer at an  
20 NRS 116 sale to be a BFP. Instead, this is merely a defense alleged by SFR in the event the  
21 Bank claims a pre-sale dispute or irregularity occurred (which the Bank has failed to do). In  
22 other words, Shadow Wood stood for the proposition that if the Bank claims that a pre-sale  
23 dispute occurred between it and the Association/Foreclosure Agent, and SFR had no knowledge  
24 of this pre-sale dispute, then equity weighs in favor of SFR. “Where the complaining party has  
25 access to all the facts surrounding the questioned transaction and merely makes a mistake as to  
26 the legal consequences of his act, equity should normally not interfere, especially where the  
27 rights of third parties might be prejudiced thereby.” Shadow Wood, 366 P.3d at 1116 (quoting  
28 Nussbaumer v. Sup. Ct. in & for Yuma Cty., 107 Ariz. 504, 489 P.2d 843, 846 (1971).) So,

1 essentially, even if there were any irregularities with the Association sale, as long as these  
2 irregularities were not known to SFR, they cannot be imputed to SFR, as SFR is a BFP.

3 A BFP purchases real property: (i) for value; and (ii) without notice of a competing or  
4 superior interest in the same property. Berge v. Fredericks, 95 Nev. 183, 185, 591 P.2d 246, 247  
5 (1979). A “purchaser for value” is one who has given “valuable consideration” as opposed to  
6 receiving the property as a gift. Id. at 187, 248; Allen v. Webb, 87 Nev. 261, 266, 485 P.2d 677,  
7 680 (1971) (“A specific finding of what the consideration was may be implied from the  
8 record.”). Even if a purchaser may purchase a property for lower than the property’s value on  
9 the open market, the fact that SFR paid “valuable consideration” is undisputed. Shadow Wood,  
10 366 P.3d at 1115 (citing Fair v. Howard, 6 Nev. 304, 308 (1871) (“the question is not whether  
11 the consideration is adequate, but whether it is valuable”); see also Poole v. Watts, 139 Wash,  
12 App. 1018 (2007) (unpublished disposition) (stating that the fact that the foreclosure sale  
13 purchaser purchased the property for a “low price” did not in itself put the purchaser on notice  
14 that anything was amiss with the sale).) Further, notice by a potential purchaser that an  
15 association is conducting a sale pursuant to NRS 116, and that the potential exists for challenges  
16 to the sale “post hoc[,]” do not preclude that purchaser from BFP status. Shadow Wood, 366  
17 P.3d at 1116. As has been established, finality in foreclosure sales to bona fide purchasers is a  
18 must to avoid chilled bidding. Moeller, 25 Cal.App.4th at 833, 30 Cal.Rptr.2d at 784. These  
19 continued attacks by the lenders on the association sales causes the very issues with price that  
20 the lenders then complain of in their attacks on commercial reasonableness. See Sec. B, supra.

21 In analyzing this issue, Nevada law includes another relevant presumption: “[t]hat a  
22 person intends the ordinary consequences of that person’s voluntary act.” NRS 47.250(2).

23 In the present case, SFR paid valuable consideration for the Property at the foreclosure  
24 sale. At the time of the sale, SFR had no notice of a competing or superior interest in the  
25 Property where the public records showed only that (1) a deed of trust was recorded after the  
26 Association perfected its lien by recording its declaration of CC&Rs, (2) there was a  
27 delinquency by the homeowner, which resulted in the Association instituting foreclosure  
28 proceedings and after complying with NRS Chapter 116, sold the Property at a public auction.

1 Between the date the Notice of Default was recorded and the date of the foreclosure sale, the  
2 Bank never recorded a lis pendens or other document alleging any problems with the foreclosure  
3 process or the foreclosure sale.<sup>57</sup> Additionally, SFR has no relationship with the Association or  
4 the Association's Agent, except as a purchaser of Property.<sup>58</sup> Therefore, nothing known to the  
5 Association or its Agent about any purported irregularities in the foreclosure process could have  
6 been known by SFR. To that extent, the Bank has not alleged any facts or introduced  
7 admissible evidence that SFR had any knowledge precluding it from BFP status, other than an  
8 impotent deed of trust.

9 Thus, if this court is inclined to weigh equities, which it should not, it "must consider the  
10 entirety of the circumstances that bear upon the equities." Shadow Wood, 366 P.3d at 1114.  
11 These would include not only any irregularities in the sale process by the Association or  
12 Association's agents, but the actions or (in)actions by the Bank and SFR's BFP status. Id. As  
13 the Shadow Wood court noted, "[c]onsideration of harm to potentially innocent third parties is  
14 especially pertinent here where [the Bank] did not use the legal remedies available to it to  
15 prevent the property from being sold to a third party. . . ." Id. at 1115, n.7. Here, the Bank failed  
16 to bring any evidence that the Association foreclosure notices were not sent to it as required by  
17 statute. Further, the Bank did not (1) pay or attempt to pay the lien,<sup>59</sup> (2) contact the  
18 Association or the Association's agent prior to the sale,<sup>60</sup> (3) record a lis pendens,<sup>61</sup> or (4) attend  
19 the sale.<sup>62</sup> The Bank knew that without taking action to stop the sale, the Association's  
20 foreclosure would extinguish all junior interests in the Property. By allowing the sale to go  
21 forward, the Bank must have intended this consequence. NRS 47.250(2). On the other hand,  
22 SFR merely attended a publically noticed, publically held foreclosure sale, and placed the

23 ///

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24 <sup>57</sup> See Exhibit B, at ¶¶ 18, 19.

25 <sup>58</sup> Id., at ¶¶ 16, 17.

26 <sup>59</sup> See Exhibit A-11, at No. 11; see also Exhibit A-12, at [40:10-14] .

27 <sup>60</sup> See Exhibit A-11, at No. 13; see also Exhibit A-12, at [40:3-9].

28 <sup>61</sup> See Exhibit B, at ¶ 19.

<sup>62</sup> See Exhibit A-11, at No. 3; see also Exhibit A-12, at [33:1-3].

1 winning bid at the auction. The Bank is seeking yet another bail out for its poor business  
2 decisions.

3 While the Court should not get this far because of the absence of evidence of fraud,  
4 oppression or unfairness, or irregularity with the sales process, if it were to weigh equities, the  
5 equities lie in favor of SFR. Title should be quieted in SFR's name and the Bank enjoined from  
6 taking any further action to enforce its extinguished lien against the Property or further clouding  
7 SFR's title.

8 **G. SFR is Entitled to Summary Judgment on the Bank's Claims of Quiet Title**  
9 **and Injunctive Relief Because the Foreclosure Sale Was Commercially**  
10 **Reasonable.**

11 In seeking relief from the Court, the Bank's claims of Injunctive Relief and Quiet Title  
12 fail because the bid price at the Association's foreclosure sale was commercially reasonable  
13 (although not required) and the Bank is unable to present any evidence of fraud, oppression or  
14 unfairness relating to a purportedly "grossly inadequate" sales price that would allow the Court  
15 to overturn the foreclosure sale. Even if some irregularity of the sale existed, the Bank has not  
16 presented any evidence that would defeat SFR's BFP status.

17 As such, for the reasons set forth above, the Bank's claims for Quiet Title and Injunctive  
18 Relief must be defeated.

19 **H. SFR is Entitled to Summary Judgment Because the Bank's Unjust**  
20 **Enrichment Claim is Without Merit.**

21 Here, the Bank asserts that SFR "has been unjustly enriched, in that Chase (as servicer)  
22 has continued to expend funds and resources to maintain and preserve the Property, including but  
23 not limited to funds for taxes and insurance to the detriment of Chase." See Bank's Amended  
24 Complaint, filed on March 9, 2016, ¶ 58. However, unfortunately for the Bank, they are barred  
25 from the making an unjust enrichment claim as it is barred by the voluntary payment doctrine.

26 "The voluntary payment doctrine is a long-standing doctrine of law, which clearly  
27 provides that one who makes a payment voluntarily cannot recover it on the ground that he was  
28 under no legal obligation to make the payment." Best Buy Stores v. Benderson-Wainberg

1 Assocs., 668 F.3d 1019, 1030 (8th Cir. 2012). Recently, the Nevada Supreme Court weighed in  
2 on this issue on whether the voluntary payment doctrine applies in Nevada to bar a property  
3 owner from recovering fees that it paid to a community association and, if so, whether the  
4 property owners demonstrated an exception to this doctrine by showing that the payments were  
5 made under business compulsion or in defense of property. Nevada Association Services, Inc. v.  
6 The Eighth Judicial District, 130 Nev. \_\_\_, \_\_\_, 338 P.3d 1250 (2014). In NAS, the Nevada  
7 Supreme Court ruled that the voluntary payment doctrine is a valid affirmative defense in  
8 Nevada. Id. at 1254. Because the voluntary payment doctrine is an affirmative defense, the  
9 defendant bears the burden of proving its applicability. Schwartz v. Schwartz, 95 Nev. 202, 206,  
10 591 P.2d 1137, 1140 n. 2 (1979). Once a defendant shows that a voluntary payment was made,  
11 the burden shifts to the plaintiff to demonstrate that an exception to the voluntary payment  
12 doctrine applies. Randazo v. Harris Palatine, N.A., 262 F.3d 663, 666 (7th Cir. 2001). There are  
13 two exceptions to the voluntary payment doctrine. These exceptions are (1) coercion or duress  
14 caused by a business necessity and (2) payment in the defense of property.

15 As such, the burden shifts to the Bank to prove that one of the exceptions applies. Here,  
16 the Bank was under no compulsion or obligation to pay any expenses on the Property. Just like  
17 any other homeowner, it was SFR's duty and obligation to pay obligations such as the taxes,  
18 insurance and assessments, not the Bank's. Had the Bank simply paid the assessments prior to  
19 the sale, we would not be here today. Why it would pay post-sale is inexplicable.

20 Additionally, the Bank's payments were not in defense of the property. That is because  
21 the Bank cannot show that SFR failed or refused to pay and assessment, taxes or other expense  
22 of the property. Here, SFR has been paying the homeowner's association assessments since it  
23 acquired the Property.<sup>63</sup> Furthermore, to the extent the Bank voluntarily made payments for  
24 insurance, SFR has not benefitted from this unless the Bank made SFR an additional insured.  
25 Additionally, it is presumed that the Bank voluntarily paid the property taxes, which was  
26 unnecessary. Furthermore, the Bank has provided no evidence that SFR would not have paid the  
27 tax bill if given the opportunity.

28 <sup>63</sup> See Exhibit B, at ¶ 20.

11           Therefore, SFR is entitled to summary judgment on the Bank's claim for unjust  
12   enrichment.

13 IV. CONCLUSION

Based on the above, the Court should enter summary judgment in favor of SFR, stating that (1) SFR is the title holder of the Property, (2) the Bank's deed of trust was extinguished when the Association foreclosed its lien containing super priority amounts, thus making the Bank's purported interest in the first deed of trust invalid, and (3) the Bank, and any agents acting on its behalf, are permanently enjoined from any sale or transfer that would affect SFR's title to the Property.

20      DATED this 7th day of July, 2016.

**KIM GILBERT EBRON**

/s/ Jacqueline A. Gilbert  
JACQUELINE A. GILBERT, ESQ.  
Nevada Bar No. 10593  
7625 Dean Martin Drive, Suite 110  
Las Vegas, NV 89139  
*Attorneys for SFR Investments Pool 1, LLC*

**KIM GILBERT EBRON**  
7625 DEAN MARTIN DRIVE, SUITE 110  
LAS VEGAS, NV 89139  
(702) 485-3300 FAX (702) 485-3301

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 7th day of July, 2016, pursuant to NRCP 5(b), I served via the Eighth Judicial District Court electronic filing system, the **SFR INVESTMENTS POOL 1, LLC'S MOTION FOR SUMMARY JUDGMENT**, to the following parties:

<b>Ballard Spahr</b>		
<b>Contact</b>		
Abran Vigil		
Mary Kay Carlton		
<b>Email</b>		
<a href="mailto:vigila@ballardspahr.com">vigila@ballardspahr.com</a>		
<a href="mailto:carltonm@ballardspahr.com">carltonm@ballardspahr.com</a>		
<b>Ballard Spahr Andrews &amp; Ingersoll, LLP</b>		
<b>Contact</b>		
Sarah Walton		
<b>Email</b>		
<a href="mailto:waltons@ballardspahr.com">waltons@ballardspahr.com</a>		
<b>Ballard Spahr LLP</b>		
<b>Contact</b>		
Catherine Wrangham-Rowe		
Holly Priest		
Las Vegas Docketing		
Lindsay Demaree		
Russell J. Burke		
<b>Email</b>		
<a href="mailto:wranghamrowec@ballardspahr.com">wranghamrowec@ballardspahr.com</a>		
<a href="mailto:priesth@ballardspahr.com">priesth@ballardspahr.com</a>		
<a href="mailto:lvdocket@ballardspahr.com">lvdocket@ballardspahr.com</a>		
<a href="mailto:demareel@ballardspahr.com">demareel@ballardspahr.com</a>		
<a href="mailto:BurkeR@ballardspahr.com">BurkeR@ballardspahr.com</a>		

/s/Jeremy R. Beasley  
An Employee of Kim Gilbert Ebron

Ex. A

# EXHIBIT A

Ex. A



**DECLARATION OF JACQUELINE A. GILBERT IN SUPPORT OF SFR  
INVESTMENTS POOL 1, LLC'S MOTION FOR SUMMARY JUDGMENT**

I, Jacqueline A. Gilbert, Esq., declare as follows:

1. I am an attorney with Kim Gilbert Ebron, and I am admitted to practice law in the State of Nevada.

2. I am counsel for SFR Investments Pool 1, LLC ("SFR") in this action.

3. I make this declaration in support of SFR's Motion for Summary Judgment.

4. I have personal knowledge of the facts set forth below based upon my review of the documents produced in this matter, except for those factual statements expressly made upon information and belief, and as to those facts, I believe them to be true, and I am competent to testify.

5. I am knowledgeable about how Kim Gilbert Ebron maintains its records associated with litigation, including litigation in this case. In connection with this litigation 3263 Morning Springs Drive, Henderson, Nevada 89074; Parcel No. 177-24-514-043 (the "Property"), I reviewed the documents attached hereto as Exhibits A-1 through A-16, and Exhibit A-18.

6. In connection with this litigation, I reviewed the Clark County Recorder's website for records relating to the Property, as well as copies of the relevant recorded documents my office obtained through a title company. This includes the document attached hereto as Exhibit A-17 and Exhibit A-19.

7. Attached hereto as Exhibit A-1 through A-10, and Exhibits A-13 through A-16, are true and correct copies of excerpts from JPMORGAN CHASE BANK, NATIONAL ASSOCIATION's ("the Bank") Initial and Supplemental Disclosures of Witnesses and Documents.

8. Attached hereto as Exhibit A-11 is a true and correct copy of the Bank's Responses to SFR's Requests for Admissions.

9. Attached hereto as Exhibit A-12 is a true and correct copy of the deposition transcript of Susan Lyn Newby, the Bank's Rule 30(b)(6) Witness, with reporter's certification.

10. Upon information and belief, attached hereto as Exhibit A-17 is a true and correct

KIM GILBERT ERRON  
7625 DEAN MARTIN DRIVE, SUITE 110  
LAS VEGAS, NEVADA 89139  
(702) 485-3100 FAX (702) 485-3101

1 copy of Corporate Assignment of Deed of Trust.

2 11. Attached hereto as Exhibit A-18 is a true and correct copy of SFR's recorded  
3 Notice of Lis Pendens, which was disclosed by SFR in its Initial Disclosure of Witnesses and  
4 Documents.

5 12. Upon information and brlief, attached hereto as Exhibit A-19 is a true and correct  
6 copy of the Bank's Request for Notice.

7 I declare under penalty of perjury that the foregoing is true and correct.

8 Dated this 7th day of July, 2016.

9  
10 /s/Jacqueline A. Gilbert  
11 Jacqueline A. Gilbert  
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Ex. A-1

# EXHIBIT A-1

Ex. A-1

9 1 1 0 5 0 1 9 6 2

33

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Mark Lamson, Esq.  
Lionel Sawyer & Collins  
1700 Valley Bank Plaza  
300 South Fourth Street  
Las Vegas, Nevada 89101

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS AND  
GRANT OF EASEMENTS FOR

PEBBLE CANYON HOMEOWNERS ASSOCIATION

ML/0063-157  
000001/01/1

CHASE-HAWKINS0062

AA\_0991

9 1 1 1 0 3 0 1 9 6 2

The South Half (S 1/2) of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section 24, Township 22 South, Range 61 East, M.D.B. & M., Clark County, Nevada Records.

PARCEL ELEVEN (1111)

The North Half (N 1/2) of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of Section 24, Township 22 South, Range 61 East, M.D.B. & M., Clark County, Nevada Records.

EXCEPTING THEREFROM all that portion conveyed to Clark County for road purposes by Deed recorded May 20, 1991 in Book 910520 as Document No. 00820, Official Records.

PARCEL TWELVE (1211)

The North Half (N 1/2) of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 24, Township 22 South, Range 61 East, M.D.B. & M., Clark County, Nevada Records.

EXCEPTING THEREFROM all that portion conveyed to Clark County for road purposes by Deed recorded May 20, 1991 in Book 910520 as Document No. 00820, Official Records.

PARCEL THIRTEEN (1311)

The North Half (N 1/2) of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section 24, Township 22 South, Range 61 East, M.D.B. & M.

EXCEPTING THEREFROM all that portion lying within the exterior boundary of MIRADA AT PEBBLE CANYON, as shown by map thereof on file in Book 49 of Plats, Page 65, in the Office of the County Recorder of Clark County, Nevada.

PARCEL FOURTEEN (1411)

The North Half (N 1/2) of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section 24, Township 22 South, Range 61 East, M.D.B. & M.

EXCEPTING THEREFROM all that portion lying within the exterior boundary of MIRADA AT PEBBLE CANYON, as shown by map thereof on file in Book 49 of Plats, Page 65, in the Office of the County Recorder of Clark County, Nevada.

KL/6863-137  
08/28/91/91/1

B-3

CLARK COUNTY, NEVADA  
JOAN L. SWIFT, RECORDER  
RECORDED AT REQUEST OF:  
LIONEL SAWYER ET AL

11-08-91 16:13 PDR 33  
OFFICIAL RECORDS  
BOOK 911108 PAGE 01962  
FEE 37.00 RPTD .00

CHASE-HAWKINS0094

AA\_0992

Ex. A-2

# EXHIBIT A-2

Ex. A-2

APN: 177-24-514-043  
ESCROW NO: 01303226-130-OK1  
WHEN RECORDED MAIL TO and  
MAIL TAX STATEMENT TO:

Robert M. Hawkins  
Christine V. Hawkins  
3263 Morning Springs  
Henderson, NV 89074

20060612-0003525

Fee: \$15.00  
N/C Fee: \$0.00

06/12/2006 14:02:35  
200606120003525

Requester:  
LAWRENCE TITLE OF NEVADA

Frances Deane  
Clark County Recorder  
Pax: 3

GRANT, BARGAIN, SALE DEED

R.P.T.Y. \$1,530.00

THIS INSTRUMENT WITNESSETH: That

Nathan VanKoy, an unmarried man

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, do(es) hereby  
Grant, Bargain, Sell and Convey to


✓ Robert M. Hawkins and Christine V. Hawkins, Husband and Wife as Joint Tenants,  
all that real property situated in the County of Clark, State of Nevada, described as follows:

See Exhibit A attached hereto and made a part hereof.

SUBJECT TO: 1. Taxes for the fiscal year 2005 - 2006  
2. Rights of Way, reservations, restrictions, easements, and conditions of record.

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


Witness my hand this 23<sup>rd</sup> day of May, 2006.

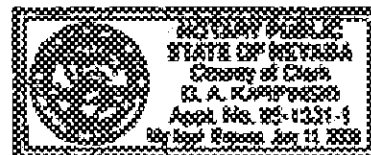
  
Nathan VanKoy

STATE OF NEVADA  
COUNTY OF Clark } ss:

On 5/23/06, personally appeared before me, a Notary Public in and for said  
County and State, Nathan VanKoy  
who acknowledged to me that he executed the same.

WITNESS my hand and official seal.

  
NOTARY PUBLIC in and for said County and State.



**Exhibit A**

All that certain real property situated in the County of Clark, State of Nevada, described as follows:

Lot Fifty (50) in Block Ten (10) of SEASONS AT PEBBLE CANYON, as shown by map thereof on file in Book 53 of Plats, Page 45, in the Office of the County Recorder of Clark County, Nevada.



STATE OF NEVADA  
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

a) 177-24-514-043  
b) \_\_\_\_\_  
c) \_\_\_\_\_  
d) \_\_\_\_\_

2. Type of Property:

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

FOR RECORDER'S OPTIONAL USE ONLY

Book: \_\_\_\_\_ Page: \_\_\_\_\_  
Date of Recording: \_\_\_\_\_  
Notes: \_\_\_\_\_

3. Total Value/Sales Price of Property:

\$300,000.00  
Deed in Lieu of Foreclosure Only (value of property) (\$ \_\_\_\_\_)  
Transfer Tax Value per NRS 375.010, Section 2: \$300,000.00  
Real Property Transfer Tax Due: \$1,500.00

4. If Exemption Claimed

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

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

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

Signature Robert M Hawkins Capacity GRANTEE

SELLER (GRANTOR) INFORMATION  
(REQUIRED)

Print Name: Nathan VanHoy  
Address: 3261 Morning Springs Drive  
City/State/Zip: Henderson, NV 89074

BUYER (GRANTEE) INFORMATION  
(REQUIRED)

Print Name: Robert M. Hawkins  
Address: 3261 Morning Springs  
City/State/Zip: Henderson NV 89074

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

LAWYERS TITLE OF NEVADA, INC.  
2450 St. Rose Pkwy  
Henderson, NV 89074

Escrow #: 1303226-130-DK1  
Escrow Officer: Deb Kerpinski

AN ADDITIONAL RECORDING FEE OF \$1.00 WILL APPLY FOR EACH DECLARATION OF VALUE  
FORM PRESENTED TO CLARK COUNTY, EFFECTIVE JUNE 1, 2004.

3525

Ex. A-3

# EXHIBIT A-3

Ex. A-3

20080812-0003526

Assessor's Parcel Number:  
177-24-514-043  
Return To: GreenPoint Mortgage Funding,  
Inc.  
981 Airway Court, Suite X  
Santa Rosa, CA 95403-2049

Prepared By: GreenPoint Mortgage  
Funding, Inc.  
100 Wood Hollow Drive, Novato, CA  
94945

Recording Requested By: GreenPoint Mortgage  
Funding, Inc.  
981 Airway Court, Suite X  
Santa Rosa, CA, 95403-2049

Fee: \$34.00  
NIC Fee: \$0.00

08/13/2006 14:00:36  
720060182935

Requestor:  
LAWYERS TITLE OF NEVADA

Frances Deane KCP  
Clark County Recorder Per: 21

[Spec Above This Line For Recording Data]

DEED OF TRUST

MIN

Redacted

#### 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 June 7, 2006 together with all riders to this document.

(B) "Borrower" is Robert M. Hawkins<sup>(1)</sup> and Christina V. Hawkins<sup>(2)</sup>, Husband And Wife as joint tenants

Borrower is the trustor under this Security Instrument.

(C) "Lender" is GreenPoint Mortgage Funding, Inc.

Lender is a Corporation organized and existing under the laws of the State of New York

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

800-4A(NV) (0507)

Page 1 of 15

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

8007

Form 3029 1/01

Lender's address is 100 Wood Hollow Drive, Novato, CA 94945

(D) "Trustee" is Marlin Conveyancing Corp.

(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 1028, First, MI 48301-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated June 7, 2006

The Note states that Borrower owes Lender two hundred forty thousand and 00/100

Dollars

(U.S. \$240,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than July 1, 2036

(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 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]
<input checked="" type="checkbox"/> Occupancy Rider	<input type="checkbox"/> Interest Interest Rider	

(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.

(K) "Community Association Fees, Fines, 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) "Excess 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 3) 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) misrepresentation of, or omission 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 Payments" 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

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law, 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.

(N) "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 irrevocably grants and conveys to Trustor, in trust, with power of sale, the following described property located in the County [Type of Recording Jurisdiction] of Clark [Name of Recording Jurisdiction].

As more particularly described in exhibit "A" attached hereto and made a part hereof.

Parcel ID Number: 177-24-516-043

263 Morning Springs Drive

Henderson

("Property Address")

which currently has the address of

[Street]

[City], Nevada 89074

[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 cancelling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances

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of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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 payment is 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 right 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 effect 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) household payments or ground rents on the Property, if any; (c) premiums for 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

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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 13 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 9.

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; Lien.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, household 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 9.

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 defends against enforcement of the lien in, legal proceedings which in Lender's opinion appear 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

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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.

3. **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 3 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 repair 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 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

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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 2.2 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 3 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 repairs 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 foreclosure, 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 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

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attorneys' fees to protect its interest in the Property and/or rights under the 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 store 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 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.

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(b) Any such agreement 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 net 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.

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 14, 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.

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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 Successor 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, creditors 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 amend, 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.

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.

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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 noun 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 deed 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, 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

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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 in 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 herein 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).

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 spillage, 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.

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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 reconveyance costs. Lender may charge each 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. \$800.00.

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Form 3023 1/01

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:

\_\_\_\_\_

Robert M. Hawkins (Seal)  
Robert M. Hawkins -Borrower

\_\_\_\_\_

Christine V. Hawkins (Seal)  
Christine V. Hawkins -Borrower

\_\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_\_ (Seal)  
-Borrower

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Form 3829 1/01



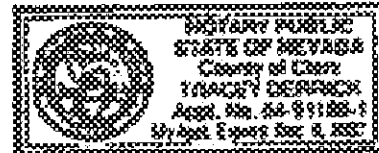
STATE OF NEVADA  
COUNTY OF *Clark*

This instrument was acknowledged before me on  
Robert M. Hawkins, Christine V. Hawkins

*June 8, 2006*

*Transferred*

Mail The Statement To:  
Robert M. Hawkins  
3263 Hazzard Springs Drive, Henderson, NV 89074 USA



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Form 3029 1/01

**EXHIBIT "A"**

└ All that certain real property situated in the County of Clark, State of Nevada,  
described as follows:

Lot Fifty (50) in Block Ten (10) of SEASONS AT PEBBLE CANYON, as shown by  
map thereof on file in Book 53 of Plats, Page 45, in the Office of the County  
Recorder of Clark County, Nevada.

Assessor's Parcel Number: 177-24-514-043

## PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 7th day of June, 2006, 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 (the "Borrower") to secure Borrower's Note to GreenPoint Mortgage Funding, Inc.

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 3263 Morning Springs Drive, Henderson, NV 89074 ✓

### [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 Declaration of Covenants, Conditions, and Restrictions

(the "Declaration"). The Property is a part of a planned unit development known as Seasons At Pebble Canyon

### [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.

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MULTISTATE PUD RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
Form 3180 1/01

Page 1 of 3

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

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.

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.

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7R (0411)

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

Robert M. Hawkins (Seal)  
Robert M. Hawkins -Borrower

Christine V. Hawkins (Seal)  
Christine V. Hawkins -Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

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7R (0411)

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## OCCUPANCY RIDER TO MORTGAGE/ DEED OF TRUST/SECURITY DEED

THE OCCUPANCY RIDER is made this 7th day of June, 2006, 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 (the "Borrower") to secure Borrower's Note (the "Note") to GreenPoint Mortgage Funding, Inc. (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

3163 Morning Springs Drive, Henderson, NV 89074

("Property Address")

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

1. That the above-described property will be personally occupied by the Borrower as their principal residence within 60 days after the execution of the Security Instrument and Borrower shall continue to occupy the property as their 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.
2. That if residency is not established as provided above as well as in the Security Instrument, the Lender may, without further notice, take any or all of the following actions:
  - a. increase the interest rate on the Note by one-half of one percent (0.500%) per annum on a fixed-rate loan or increase the margin on an Adjustable Rate Note by one-half of one percent (0.500%) per annum and to adjust the principal and interest payments to the amount required to pay the loan in full within the remaining term; and/or
  - b. charge a non-owner occupancy rate adjustment fee of two percent (2.00%) of the original principal balance and/or
  - c. require payment to reduce the unpaid principal balance of the loan to the lesser of (1) 70% of the purchase price of the property or (2) 70% of the appraised value at the time the loan was made. The reduction of the unpaid principal balance shall be due and payable within thirty (30) days following receipt of a written demand for payment, and if not paid within thirty (30) days will constitute a default under the terms and provisions of the Note and Security Instrument, and/or
  - d. declare a default under the terms of the Note and Security Instrument and begin foreclosure proceedings, which may result in the sale of the above-described property; and/or
  - e. refer what is believed to be fraudulent acts to the proper authorities for prosecution. It is a federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements or reports for the purpose of influencing in any way the action of the Lender in granting a loan on the above property under the provisions of TITLE 18, UNITED STATES CODE, SECTIONS 1010 AND 1011.

It is further understood and agreed that any forbearance by the Lender in exercising any right or remedy given here, or by applicable law, shall not be a waiver of such right or remedy.

Should any clause, section or part of this Occupancy Rider be held or declared to be void or illegal for any reason, all other clauses, sections or parts of this Occupancy Rider which can be effected without such illegal clause, section or part shall nevertheless continue in full force and effect.

It is further specifically agreed that the Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies set forth above, including but not limited to, reasonable attorney's fees.

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



(Borrower)

Robert E. Hawkins



Christine V. Hawkins

(Borrower)

(Borrower)

(Borrower)

(Borrower)

(Borrower)

(Borrower)

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Ex. A-4

# EXHIBIT A-4

Ex. A-4



APN# 177-24-514-003

AND WHEN RECORDED MAIL TO  
CALIFORNIA RECONVEYANCE COMPANY  
9200 Oakdale Avenue  
Mail Stop: CA3-4379  
Chattworth, CA 91311  
800-821-5902

**Fine, \$25.00**

WC Ref: 000

10277808 08:52:54 AM

March 1952

**Requester:**

**PLM**

Recorded By: GILB Page: 2

**LEON CONWAY**

CLARK COUNTY RECORDER

Space above this line for recorder's use only

Property Address : 3161 MORNING SPRINGS DRIVE, HENDERSON, NV 89074

Title Order No. 1824157 Trustee Sale No. 137803457 Loan No. [Redacted]

## IMPORTANT NOTICE

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

NOTICE IS HEREBY GIVEN THAT: CALIFORNIA RECONVEYANCE COMPANY is either the original Trustee, the duly appointed substituted Trustee, or acting as agent for the Trustee or Beneficiary under a Deed of Trust dated 06/07/2006, executed by ROBERT M HAWKINS AND CHRISTYNE V HAWKINS, HUSBAND AND WIFE AS JOINT TENANTS as Trustor, to secure certain obligations in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., (MERS), SOLELY AS NOMINEE FOR LENDER, GREENPOINT MORTGAGE FUNDING, INC., ITS SUCCESSORS AND ASSIGNS, under a Deed of Trust Recorded 06/12/2006, Book 20060612, Page , Instrument 000316 of Official Records in the Office of the Recorder of CLARK County, State of Nevada.

That a breach of the obligations for which said Deed of Trust is security has occurred in that payment has not been made of THE 07/01/2009 INSTALLMENT OF PRINCIPAL AND INTEREST AND ALL SUBSEQUENT MONTHLY INSTALLMENTS OF PRINCIPAL AND INTEREST; PLUS ANY ADDITIONAL ACCRUED AND UNPAID AMOUNTS INCLUDING, BUT NOT LIMITED TO, LATE CHARGES, ADVANCES, IMPOUNDS, TAXES, HAZARD INSURANCE, ADMINISTRATIVE FEES, INSUFFICIENT AND PARTIAL RETURN CHECK FEES, STATEMENT FEES, AND OBLIGATIONS SECURED BY PRIOR ENCUMBRANCES

That by reason thereof, the present beneficiary under such Deed of Trust, has executed and delivered to said Trustee, a written Declaration of Default and Demand for Sale, and has surrendered to said Trustee 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 has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

Title Order No. 1024137 Trust Sale No. 137803NV Loan No. [Redacted]

To find out the amount you must pay, to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact: JPMorgan Chase Bank, National Association, 7301 BAYMEADOWS WAY JACKSONVILLE, FL 32256 (866) 926-8937.

Date: 10/26/2009

CALIFORNIA RECONVEYANCE COMPANY



ELENA MARTINEZ, Assistant Secretary

CALIFORNIA RECONVEYANCE  
COMPANY IS A DEBT COLLECTOR  
ATTEMPTING TO COLLECT A DEBT.  
ANY INFORMATION OBTAINED WILL  
BE USED FOR THAT PURPOSE.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On 10/26/2009 before me, C LUCAS, "Notary Public" personally appeared ELENA MARTINEZ, 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.

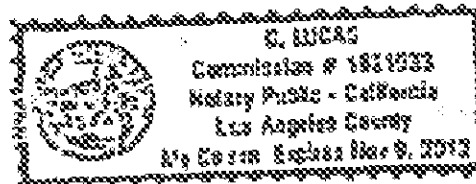
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_



(Seal)



Ex. A-5

# EXHIBIT A-5

Ex. A-5

②  
**Stewart Title**

APN#: 177-24-514-043

AND WHEN RECORDED MAIL TO

CALIFORNIA RECONVEYANCE COMPANY

9286 Oakdale Avenue

Mail Stop: CA2-4379

Chatsworth, CA 91311

Inst #: 200910270000618

Fees: \$15.00

N/C Fee: \$0.00

10/27/2009 08:52:54 AM

Receipt #: 107162

Requester:

SPL INC

Recorded By: GILKS Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

Space above this line for recorder's use only

Title Order No. 1024157 Trustee Sale No. 137803NV Loan No. [Redacted]

### ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to JPMorgan Chase Bank, National Association all beneficial interest under that certain Deed of Trust dated 06/07/2006 executed by ROBERT M HAWKINS AND CHRISTINE V HAWKINS, HUSBAND AND WIFE AS JOINT TENANTS, as Trustor; to MARIN CONVEYANCING CORP., as Trustee; and Recorded 06/12/2006, Instrument 0003526, Book 20060612, Page of Official Records in the Office of the County Recorder of CLARK County, Nevada.

TOGETHER with the note or notes therein described and secured thereby, the money due and to become due thereon, with interest, and all rights accrued or to accrue under said Deed of Trust including the right to have reconveyed, in whole or in part the real property described therein.


Property Address: 3263 MORNING SPRINGS DRIVE  
HENDERSON, NV 89074

DT2A  
34

Title Order No. 1024157 Trustor Sale No. 137803NV Loan No. Redacted

Date: October 26, 2009

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

  
\_\_\_\_\_  
COLLEEN IRBY, OFFICER

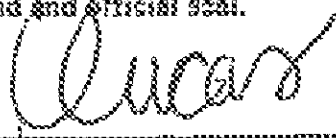
STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

On October 26, 2009 before me, C LUCAS, "Notary Public," personally appeared COLLEEN IRBY 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.

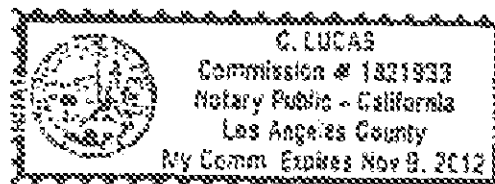
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_



(Seal)



**Ex. A-6**

# **EXHIBIT A-6**

**Ex. A-6**

2  
**Stewart Title**

APN# 177-24-514-043

AND WHEN RECORDED MAIL TO

CALIFORNIA RECONVEYANCE COMPANY

9200 Oakdale Avenue

Mail Stop: CA2-4379

Chatsworth, CA 91311

Inst #: 200910270000619

Fee: \$15.00

NIC Fee: \$0.00

10/27/2009 08:52:54 AM

Receipt #: 107162

Requestor:

SPL INC

Recorded By: GLJCS Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

Space above this line for recorder's use only  
Title Order No. 1824137 Transfer Sale No. 127833NV Loan No. [Redacted]

### SUBSTITUTION OF TRUSTEE

WHEREAS, ROBERT M HAWKINS AND CHRISTINE V HAWKINS, HUSBAND AND WIFE AS JOINT TENANTS was the original Trustor, MARIN CONVEYANCING CORP. was the original Trustee, and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., (MERS), SOLELY AS NOMINEE FOR LENDER, GREENPOINT MORTGAGE FUNDING, INC., ITS SUCCESSORS AND ASSIGNS, was the original Beneficiary under that certain Deed of trust dated 06/07/2006, Recorded 06/12/2006, Book 20060612, Page Instrument 0203526 of Official Records in the office of the Recorder of CLARK County, Nevada.

WHEREAS, JPMorgan Chase Bank, National Association the undersigned, is the present Beneficiary under said Deed of Trust, and,

WHEREAS, the undersigned, desires to substitute a new Trustee under said Deed of Trust in the place of and stead of said original Trustee thereunder.

Now, THEREFORE, the undersigned Beneficiary hereby substitutes CALIFORNIA RECONVEYANCE COMPANY, 9200 Oakdale Avenue CA2-4379, Chatsworth, CA 91311, as Trustee of Said Deed of Trust.

Whenever the context hereof so requires, the masculine gender includes the feminine and/or neuter, and the singular number indicates the plural.

Date: 10/26/09

JPMorgan Chase Bank, National Association

  
COLLEEN IRBY, OFFICER

Title Order No. 1024157 Transfer Sale No. 117803NY Loan No. [Redacted]

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

On October 26, 2002, before me, C LUCAS, "Notary Public" personally appeared COLLEEN IRBY, 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.

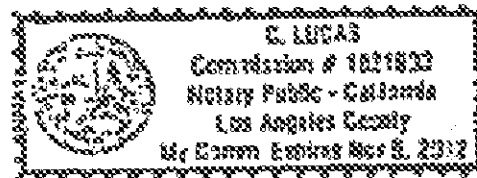
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_



(Seal)





Ex. A-7

# EXHIBIT A-7

Ex. A-7

APN # 177-34-514-043  
# N71869

Recorded On: August 3, 2012  
Book/Instr: 0002972 Book 20120803  
County: Clark

### NOTICE OF DELINQUENT ASSESSMENT LIEN

In accordance with Nevada Revised Statutes and the Association's declaration of Covenants Conditions and Restrictions (CC&Rs), recorded on November 8, 1991, as instrument number 01962 Book 911108, of the official records of Clark County, Nevada, the Pebble Canyon HOA has a lien on the following legally described property.

The property against which the lien is imposed is commonly referred to as 3263 Morning Springs Drive Henderson, NV 89074 particularly legally described as: SEASONS AT PEBBLE CANYON, PLAT BOOK 53, PAGE 45, LOT 50, BLOCK 10 in the County of Clark.

The owner(s) of record as reflected on the public record as of today's date is (are):  
Robert M Hawkins, Christine V Hawkins

Mailing address(es):

**Redacted**

\*Total amount due as of today's date is \$1,333.00.

This amount includes late fees, collection fees and interest in the amount of \$982.00

\* Additional monies will accrue under this claim at the rate of the claimant's regular assessments or special assessments, plus permissible late charges, costs of collection and interest, accruing after the date of the notice.

Nevada Association Services, Inc. is a debt collector. Nevada Association Services, Inc. is attempting to collect a debt. Any information obtained will be used for that purpose.

Dated: July 31, 2012

*Megan Molina*

By Megan Molina, of Nevada Association Services, Inc., as agent for Pebble Canyon HOA

When Recorded Mail To:  
Nevada Association Services  
TS # N71869  
6224 W. Desert Inn Rd, Suite A  
Las Vegas, NV 89146  
Phone: (702) 804-8885 Toll Free: (888) 627-5544

Ex. A-8

# EXHIBIT A-8

Ex. A-8

Inst #: 201208030002972  
Fees: \$17.00  
N/C Fee: \$0.00  
08/03/2012 03:40:08 PM  
Receipt #: 1259786  
Requestor:  
NORTH AMERICAN TITLE  
COMPAN  
Recorded By: KGP Pgs: 1  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

APN # 177-24-514-043  
# N71869

### Accommodation

### NOTICE OF DELINQUENT ASSESSMENT LIEN

In accordance with Nevada Revised Statutes and the Association's declaration of Covenants Conditions and Restrictions (CC&Rs), recorded on November 8, 1991, as instrument number 01962 Book 911108, of the official records of Clark County, Nevada, the Pebble Canyon HOA has a lien on the following legally described property.

The property against which the lien is imposed is commonly referred to as 3263 Morning Springs Drive Henderson, NV 89074 particularly legally described as: SEASONS AT PEBBLE CANYON, PLAT BOOK 53, PAGE 45, LOT 50, BLOCK 10 in the County of Clark.

The owner(s) of record as reflected on the public record as of today's date is (are):  
Robert M Hawkins, Christine V Hawkins

Mailing address(es):

**Redacted**

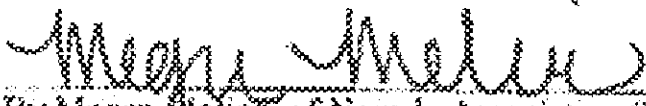
\*Total amount due as of today's date is \$1,333.00.

This amount includes late fees, collection fees and interest in the amount of \$982.00

\* Additional monies will accrue under this claim at the rate of the claimant's regular assessments or special assessments, plus permissible late charges, costs of collection and interest, accruing after the date of the notice.

Nevada Association Services, Inc. is a debt collector. Nevada Association Services, Inc. is attempting to collect a debt. Any information obtained will be used for that purpose.

Dated: July 31, 2012



By Megan Melvin, of Nevada Association Services, Inc., as agent for Pebble Canyon HOA

When Recorded Mail To:  
Nevada Association Services  
TS # N71869  
6224 W. Desert Inn Rd, Suite A  
Las Vegas, NV 89146  
Phone: (702) 804-8885 Toll Free: (888) 627-5544



Nevada Association Services  
6224 W. Desert Inn Road, Suite A  
Las Vegas, NV 89146  
Phone: (702) 804-8865  
Fax: (702) 804-8887  
Toll Free: (888) 627-5544

August 9, 2012

Robert Hawkins

**Redacted**

VIA REGULAR AND  
CERTIFIED MAIL

RE: NAS # N71869  
3263 Morning Springs Drive, Henderson, NV, 89074  
Pebble Canyon HOA / Robert Hawkins

Dear Mr. Hawkins:

As you were previously advised, Nevada Association Services, Inc. (NAS) has been contracted by Pebble Canyon HOA (the Association) to collect from you the overdue homeowner's assessments you owe the Association. As of the date the lien was prepared, the total amount due, including collection fees and costs is \$1,333.00 (also called the balance due or debt). Since you have decided not to reinstate your account, a Notice of Delinquent Assessment Lien was recorded on your property. A copy of the notice of lien is enclosed. The amount stated above does NOT include assessments, late fees, interest, fines, collection fees and costs, and other applicable charges including those permitted under NAC 116.470 that may have come due since the date the lien was recorded. Those additional amounts must be included when you submit your payment. Therefore, you may wish to contact this office to verify the amount due prior to sending your payment.

NAS is required by law to send the Notice of Delinquent Assessment. Important: This Notice does not change the 30 day Fair Debt Collection Practices Act dispute and validation period which commenced when you received NAS' first letter.

Sincerely,

Pearl Agustin  
Nevada Association Services, Inc.  
encl.

Nevada Association Services, Inc. is a debt collector. Nevada Association Services, Inc. is attempting to collect a debt. Any information obtained will be used for that purpose.

Chase-Hawkins\_NAS00038

AA\_1032

APN # 177-24-514-043  
# N71869

Recorded On: August 3, 2012  
Book/Instr: 0002972 Book 20120803  
County: Clark

### NOTICE OF DELINQUENT ASSESSMENT LIEN

In accordance with Nevada Revised Statutes and the Association's declaration of Covenants Conditions and Restrictions (CC&Rs), recorded on November 8, 1991, as instrument number 01962 Book 911108, of the official records of Clark County, Nevada, the Pebble Canyon HOA has a lien on the following legally described property.

The property against which the lien is imposed is commonly referred to as 3263 Morning Springs Drive Henderson, NV 89074 particularly legally described as: SEASONS AT PEBBLE CANYON, PLAT BOOK 53, PAGE 45, LOT 56, BLOCK 10 in the County of Clark

The owner(s) of record as reflected on the public record as of today's date is (are):  
Robert M Hawkins, Christine V Hawkins

Mailing address(es):

**Redacted**

\*Total amount due as of today's date is \$1,313.00.

This amount includes late fees, collection fees and interest in the amount of \$982.00

\* Additional monies will accrue under this claim at the rate of the claimant's regular assessments or special assessments, plus permissible late charges, costs of collection and interest, accruing after the date of the notice.

Nevada Association Services, Inc. is a debt collector. Nevada Association Services, Inc. is attempting to collect a debt. Any information obtained will be used for that purpose.

Dated: July 31, 2012

*Megan Molina*

By Megan Molina, of Nevada Association Services, Inc., as agent for Pebble Canyon HOA

When Recorded Mail To:  
Nevada Association Services  
TS # N71869  
6224 W. Desert Inn Rd, Suite A  
Las Vegas, NV 89146  
Phone: (702) 604-8885 Toll Free: (888) 627-5544



Nevada Association Services  
6224 W Desert Inn Road Suite A  
Las Vegas, NV 89146  
Phone: (702) 804-8885  
Fax: (702) 804-8687  
Toll Free: (888) 827-5544

August 9, 2012

Christine Hawkins

**Redacted**

VIA REGULAR AND  
CERTIFIED MAIL

RE: NAS # N71869  
3263 Morning Springs Drive, Henderson, NV, 89074  
Pebble Canyon HOA / Christine Hawkins

Dear Ms. Hawkins:

As you were previously advised, Nevada Association Services, Inc. (NAS) has been contracted by Pebble Canyon HOA (the Association) to collect from you the overdue homeowner's assessments you owe the Association. As of the date the lien was prepared, the total amount due, including collection fees and costs is \$1,333.00 (also called the balance due or debt). Since you have decided not to reinstate your account, a Notice of Delinquent Assessment Lien was recorded on your property. A copy of the notice of lien is enclosed. The amount stated above does NOT include assessments, late fees, interest, fines, collection fees and costs, and other applicable charges including those permitted under NAC 116.470 that may have come due since the date the lien was recorded. Those additional amounts must be included when you submit your payment. Therefore, you may wish to contact this office to verify the amount due prior to sending your payment.

NAS is required by law to send the Notice of Delinquent Assessment. Important: This Notice does not change the 30 day Fair Debt Collection Practices Act dispute and validation period which commenced when you received NAS' first letter.

Sincerely,

Pearl Agustin  
Nevada Association Services, Inc.  
encl.

Nevada Association Services, Inc. is a debt collector. Nevada Association Services, Inc. is attempting to collect a debt. Any information obtained will be used for that purpose.

Chase-Hawkins\_NAS00040

AA\_1034

APN # 177-24-514-043  
# N71869

Recorded On: August 3, 2012  
Book/Instr: 0002972 Book 20120803  
County: Clark

### NOTICE OF DELINQUENT ASSESSMENT LIEN

In accordance with Nevada Revised Statutes and the Association's declaration of Covenants Conditions and Restrictions (CC&Rs), recorded on November 8, 1991, as instrument number 01962 Book 911108, of the official records of Clark County, Nevada, the Pebble Canyon HOA has a lien on the following legally described property.

The property against which the lien is imposed is commonly referred to as 3263 Morning Springs Drive Henderson, NV 89074 particularly legally described as: SEASONS AT PEBBLE CANYON, PLAT BOOK 53, PAGE 45, LOT 50, BLOCK 10 in the County of Clark.

The owner(s) of record as reflected on the public record as of today's date is (are):  
Robert M Hawkins, Christine V Hawkins

Mailing address(es):

**Redacted**

\*Total amount due as of today's date is \$1,333.00.

This amount includes late fees, collection fees and interest in the amount of \$982.00

\* Additional monies will accrue under this claim at the rate of the claimant's regular assessments or special assessments, plus permissible late charges, costs of collection and interest, accruing after the date of the notice.

Nevada Association Services, Inc. is a debt collector. Nevada Association Services, Inc. is attempting to collect a debt. Any information obtained will be used for that purpose.

Dated: July 31, 2012

*Megan Molina*

By Megan Molina, of Nevada Association Services, Inc., as agent for Pebble Canyon HOA

When Recorded Mail To:  
Nevada Association Services  
TS # N71869  
6224 W. Desert Inn Rd, Suite A  
Las Vegas, NV 89146  
Phone: (702) 804-8885 Toll Free: (888) 627-5544

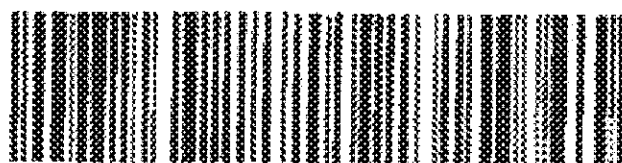


## Certified Addresses

Trustees Sale No.: N71889  
HOA: Pebble Canyon HOA  
Date: 8/9/2012

Address	Recipient	Selected
Christine Hawkins 3263 Morning Springs Drive Henderson, NV 89074	Home2	No
Christine Hawkins <b>Redacted</b>	Home2	No
Robert Hawkins 3263 Morning Springs Drive Henderson, NV 89074	Home1	No
Robert Hawkins <b>Redacted</b>	Home1	No

NAS  
5224 W Desert Inn Rd  
Las Vegas, NV 89146



9371 8000 0718 5000 6748 97

N71869

Robert Hawkins  
3263 Morning Springs Drive  
Henderson, NV 89074

"Nevada Association Services, Inc. is a debt collector. Nevada Association Services, Inc. is attempting to collect a debt. Any information obtained will be used for that purpose."



Nevada Association Services  
6224 W. Desert Inn Road, Suite A  
Las Vegas, NV 89146  
Phone: (702) 804-8885  
Fax: (702) 804-8887  
Toll Free: (888) 627-5544

August 9, 2012

Robert Hawkins

**Redacted**

VIA REGULAR AND  
CERTIFIED MAIL

RE: NAS # N71869  
3263 Morning Springs Drive, Henderson, NV, 89074  
Pebble Canyon HOA / Robert Hawkins

Dear Mr. Hawkins:

As you were previously advised, Nevada Association Services, Inc. (NAS) has been contracted by Pebble Canyon HOA (the Association) to collect from you the overdue homeowner's assessments you owe the Association. As of the date the lien was prepared, the total amount due, including collection fees and costs is \$1,333.00 (also called the balance due or debt). Since you have decided not to reinstate your account, a Notice of Delinquent Assessment Lien was recorded on your property. A copy of the notice of lien is enclosed. The amount stated above does NOT include assessments, late fees, interest, fines, collection fees and costs, and other applicable charges including those permitted under NAC 116.470 that may have come due since the date the lien was recorded. Those additional amounts must be included when you submit your payment. Therefore, you may wish to contact this office to verify the amount due prior to sending your payment.

NAS is required by law to send the Notice of Delinquent Assessment. Important: This Notice does not change the 30 day Fair Debt Collection Practices Act dispute and validation period which commenced when you received NAS' first letter.

Sincerely,

Pearl Agustin  
Nevada Association Services, Inc.  
encl.

Nevada Association Services, Inc. is a debt collector. Nevada Association Services, Inc. is attempting to collect a debt. Any information obtained will be used for that purpose.

Chase-Hawkins\_NAS00044

AA\_1038

APN # 177-24-514-043  
# N71869

Recorded On: August 3, 2012  
Book/Instr: 0002972 Book 20120803  
County: Clark

### NOTICE OF DELINQUENT ASSESSMENT LIEN

In accordance with Nevada Revised Statutes and the Association's declaration of Covenants Conditions and Restrictions (CC&Rs), recorded on November 8, 1991, as instrument number 01962 Book 911108, of the official records of Clark County, Nevada, the Pebble Canyon HOA has a lien on the following legally described property.

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The owner(s) of record as reflected on the public record as of today's date is (are):  
Robert M Hawkins, Christine V Hawkins

Mailing address(es):

**Redacted**

\*Total amount due as of today's date is \$1,333.00.

This amount includes late fees, collection fees and interest in the amount of \$982.00

\* Additional monies will accrue under this claim at the rate of the claimant's regular assessments or special assessments, plus permissible late charges, costs of collection and interest, accruing after the date of the notice.

Nevada Association Services, Inc. is a debt collector. Nevada Association Services, Inc. is attempting to collect a debt. Any information obtained will be used for that purpose.

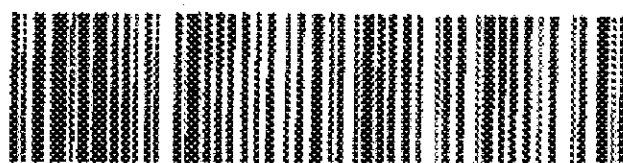
Dated: July 31, 2012

*Megan Molina*

By Megan Molina, of Nevada Association Services, Inc., as agent for Pebble Canyon HOA

When Recorded Mail To:  
Nevada Association Services  
TS # N71869  
6224 W. Desert Inn Rd, Suite A  
Las Vegas, NV 89146  
Phone: (702) 804-8885 Toll Free: (888) 627-5544

NAS  
6224 W Desert Inn Rd  
Las Vegas, NV 89146



9171 9000 3712 5000 6750 00

N71869

Robert Hawkins

**Redacted**

"Nevada Association Services, Inc. is a debt collector. Nevada Association Services, Inc. is attempting to collect a debt. Any information obtained will be used for that purpose."



Nevada Association Services  
6224 W. Desert Inn Road, Suite A  
Las Vegas, NV 89146  
Phone: (702) 804-8885  
Fax: (702) 804-8887  
Toll Free: (888) 627-5544

August 9, 2012

Robert Hawkins

**Redacted**

VIA REGULAR AND  
CERTIFIED MAIL

RE: NAS # N71869  
3263 Morning Springs Drive, Henderson, NV, 89074  
Pebble Canyon HOA / Robert Hawkins

Dear Mr. Hawkins:

As you were previously advised, Nevada Association Services, Inc. (NAS) has been contracted by Pebble Canyon HOA (the Association) to collect from you the overdue homeowner's assessments you owe the Association. As of the date the lien was prepared, the total amount due, including collection fees and costs is \$1,333.00 (also called the balance due or debt). Since you have decided not to reinstate your account, a Notice of Delinquent Assessment Lien was recorded on your property. A copy of the notice of lien is enclosed. The amount stated above does NOT include assessments, late fees, interest, fines, collection fees and costs, and other applicable charges including those permitted under NAC 116.470 that may have come due since the date the lien was recorded. Those additional amounts must be included when you submit your payment. Therefore, you may wish to contact this office to verify the amount due prior to sending your payment.

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Sincerely,

Pearl Agustin  
Nevada Association Services, Inc.  
encl.

Nevada Association Services, Inc. is a debt collector. Nevada Association Services, Inc. is attempting to collect a debt. Any information obtained will be used for that purpose.

Chase-Hawkins\_NAS00047

AA\_1041

APN # 177-24-514-043  
# N71869

Recorded On: August 3, 2012  
Book/Instr: 0002972 Book 20120803  
County: Clark

### NOTICE OF DELINQUENT ASSESSMENT LIEN

In accordance with Nevada Revised Statutes and the Association's declaration of Covenants Conditions and Restrictions (CC&Rs), recorded on November 8, 1991, as instrument number 01962 Book 911108, of the official records of Clark County, Nevada, the Pebble Canyon HOA has a lien on the following legally described property.

The property against which the lien is imposed is commonly referred to as 3263 Morning Springs Drive Henderson, NV 89074 particularly legally described as: SEASONS AT PEBBLE CANYON, PLAT BOOK 53, PAGE 45, LOT 50, BLOCK 10 in the County of Clark.

The owner(s) of record as reflected on the public record as of today's date is (are):  
Robert M Hawkins, Christine V Hawkins

Mailing address(es):

**Redacted**

\*Total amount due as of today's date is \$1,333.00.

This amount includes late fees, collection fees and interest in the amount of \$582.00

\* Additional monies will accrue under this claim at the rate of the claimant's regular assessments or special assessments, plus permissible late charges, costs of collection and interest, accruing after the date of the notice.

Nevada Association Services, Inc. is a debt collector. Nevada Association Services, Inc. is attempting to collect a debt. Any information obtained will be used for that purpose.

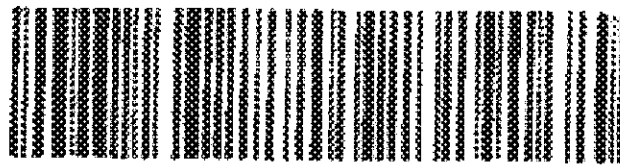
Dated: July 31, 2012

*Megan Molina*

By Megan Molina, of Nevada Association Services, Inc., as agent for Pebble Canyon HOA

When Recorded Mail To:  
Nevada Association Services  
TS # N71869  
6224 W. Desert Inn Rd, Suite A  
Las Vegas, NV 89146  
Phone: (702) 804-8885 Toll Free: (888) 627-3544

NAS  
6224 W Desert Inn Rd  
Las Vegas, NV 89146



9171 9800 8718 5000 8756 17

N71869

Christine Hawkins  
3263 Morning Springs Drive  
Henderson, NV 89074

"Nevada Association Services, Inc. is a debt collector. Nevada Association Services, Inc. is attempting to collect a debt. Any information obtained will be used for that purpose."





Nevada Association Services  
6224 W. Desert Inn Road, Suite A  
Las Vegas, NV 89148  
Phone: (702) 804-8885  
Fax: (702) 804-8887  
Toll Free: (888) 627-5544

August 9, 2012

Christine Hawkins

**Redacted**

VIA REGULAR AND  
CERTIFIED MAIL

RE: NAS # N71869  
3263 Morning Springs Drive, Henderson, NV, 89074  
Pebble Canyon HOA / Christine Hawkins

Dear Ms. Hawkins:

As you were previously advised, Nevada Association Services, Inc. (NAS) has been contracted by Pebble Canyon HOA (the Association) to collect from you the overdue homeowner's assessments you owe the Association. As of the date the lien was prepared, the total amount due, including collection fees and costs is \$1,333.00 (also called the balance due or debt). Since you have decided not to reinstate your account, a Notice of Delinquent Assessment Lien was recorded on your property. A copy of the notice of lien is enclosed. The amount stated above does NOT include assessments, late fees, interest, fines, collection fees and costs, and other applicable charges including those permitted under NAC 116.470 that may have come due since the date the lien was recorded. Those additional amounts must be included when you submit your payment. Therefore, you may wish to contact this office to verify the amount due prior to sending your payment.

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Sincerely,

Pearl Agustin  
Nevada Association Services, Inc.  
encl.

Nevada Association Services, Inc. is a debt collector. Nevada Association Services, Inc. is attempting to collect a debt. Any information obtained will be used for that purpose.

Chase-Hawkins\_NAS00050

AA\_1044

APN # 177-24-514-043  
# N71869

Recorded On: August 3, 2012  
Book/Instr: 0002972 Book 20120803  
County: Clark

### NOTICE OF DELINQUENT ASSESSMENT LIEN

In accordance with Nevada Revised Statutes and the Association's declaration of Covenants Conditions and Restrictions (CC&Rs), recorded on November 8, 1991, as instrument number 01962 Book 911108, of the official records of Clark County, Nevada, the Pebble Canyon HOA has a lien on the following legally described property.

The property against which the lien is imposed is commonly referred to as 3263 Morning Springs Drive Henderson, NV 89074 particularly legally described as: SEASONS AT PEBBLE CANYON, PLAT BOOK 53, PAGE 45, LOT 50, BLOCK 10 in the County of Clark.

The owner(s) of record as reflected on the public record as of today's date is (are):  
Robert M Hawkins, Christine V Hawkins

Mailing address(es):

**Redacted**

\*Total amount due as of today's date is \$1,333.00.

This amount includes late fees, collection fees and interest in the amount of \$982.00

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Nevada Association Services, Inc. is a debt collector. Nevada Association Services, Inc. is attempting to collect a debt. Any information obtained will be used for that purpose.

Dated: July 31, 2012

*Megan Molina*

By Megan Molina, of Nevada Association Services, Inc., as agent for Pebble Canyon HOA

When Recorded Mail To:

Nevada Association Services

TS # N71869

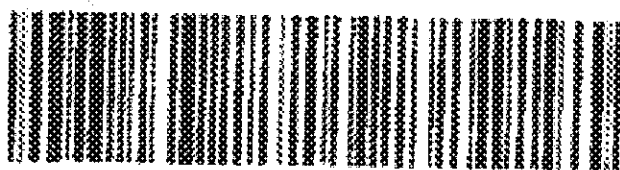
6224 W. Desert Inn Rd, Suite A

Las Vegas, NV 89146

Phone: (702) 894-8885

Toll Free: (888) 627-5544

NAS  
6224 W Desert Inn Rd  
Las Vegas, NV 89146



9171 9900 0718 5050 6750 26

N71869

Christine Hawkins

**Redacted**

"Nevada Association Services, Inc. is a debt collector. Nevada Association Services, Inc. is attempting to collect a debt. Any information obtained will be used for that purpose."



Nevada Association Services  
6224 W. Desert Inn Road, Suite A  
Las Vegas, NV 89146  
Phone: (702) 804-8885  
Fax: (702) 804-8867  
Toll Free: (888) 627-5544

August 9, 2012

Christine Hawkins

**Redacted**

VIA REGULAR AND  
CERTIFIED MAIL

RE: NAS # N71869  
3263 Morning Springs Drive, Henderson, NV, 89074  
Pebble Canyon HOA / Christine Hawkins

Dear Ms. Hawkins:

As you were previously advised, Nevada Association Services, Inc. (NAS) has been contracted by Pebble Canyon HOA (the Association) to collect from you the overdue homeowner's assessments you owe the Association. As of the date the lien was prepared, the total amount due, including collection fees and costs is \$1,333.00 (also called the balance due or debt). Since you have decided not to reinstate your account, a Notice of Delinquent Assessment Lien was recorded on your property. A copy of the notice of lien is enclosed. The amount stated above does NOT include assessments, late fees, interest, fines, collection fees and costs, and other applicable charges including those permitted under NAC 116.470 that may have come due since the date the lien was recorded. Those additional amounts must be included when you submit your payment. Therefore, you may wish to contact this office to verify the amount due prior to sending your payment.

NAS is required by law to send the Notice of Delinquent Assessment. Important: This Notice does not change the 30 day Fair Debt Collection Practices Act dispute and validation period which commenced when you received NAS' first letter.

Sincerely,

Pearl Agustin  
Nevada Association Services, Inc.  
encl.

Nevada Association Services, Inc. is a debt collector. Nevada Association Services, Inc. is attempting to collect a debt. Any information obtained will be used for that purpose.

Chase-Hawkins\_NAS00053

AA\_1047

APN # 177-24-514-043  
# N71869

Recorded On: August 3, 2012  
Book/Instr: 0002972 Book 20120803  
County: Clark

### NOTICE OF DELINQUENT ASSESSMENT LIEN

In accordance with Nevada Revised Statutes and the Association's declaration of Covenants Conditions and Restrictions (CC&Rs), recorded on November 8, 1991, as instrument number 01962 Book 911108, of the official records of Clark County, Nevada, the Pebble Canyon HOA has a lien on the following legally described property.

The property against which the lien is imposed is commonly referred to as 3263 Morning Springs Drive Henderson, NV 89074 particularly legally described as: SEASONS AT PEBBLE CANYON, PLAT BOOK 53, PAGE 45, LOT 50, BLOCK 10 in the County of Clark.

The owner(s) of record as reflected on the public record as of today's date is (are):  
Robert M Hawkins, Christine V Hawkins

Mailing address(es):

**Redacted**

\*Total amount due as of today's date is \$1,333.00.

This amount includes late fees, collection fees and interest in the amount of \$982.00

\* Additional monies will accrue under this claim at the rate of the claimant's regular assessments or special assessments, plus permissible late charges, costs of collection and interest, accruing after the date of the notice.

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Dated: July 31, 2012

*Megan Molina*

By Megan Molina, of Nevada Association Services, Inc., as agent for Pebble Canyon HOA

When Recorded Mail To:

Nevada Association Services

TS # N71869

6224 W. Desert Inn Rd, Suite A

Las Vegas, NV 89146

Phone: (702) 804-8885

Toll Free: (888) 627-5544

Ex. A-9

# EXHIBIT A-9

Ex. A-9

Redacted

APN# 177-24-314-043  
NAS# N71869  
North American Title # 38131  
Property Address: 3263 Morning Springs Drive

DOCUMENT RECORDED ON 9/28/2012  
DOCUMENT # 0001446 Book 20120820  
Clark COUNTY  
DATE MAILED 9/28/2012

**NOTICE OF DEFAULT AND ELECTION TO SELL UNDER  
HOMEOWNERS ASSOCIATION LIEN**

**IMPORTANT NOTICE**

**WARNING! IF YOU FAIL TO PAY THE AMOUNT SPECIFIED IN THIS  
NOTICE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT  
IS IN DISPUTE!**

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 in  
good standing by paying all your past due payments plus permitted costs and expenses within the time permitted  
by law for reinstatement of your account. No sale date may be set until ninety (90) days from the date this notice  
of default was mailed to you. The date this document was mailed to you appears on this notice.

This amount is \$2,125.00 as of September 18, 2012 and will increase until your account becomes current.

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, or as required under your Covenants Conditions and  
Restrictions. 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 by your note and deed of trust or mortgage, or as required under your  
Covenants Conditions and Restrictions, Pebble Canyon HOA (the Association) may insist that you do so in order  
to reinstate your account in good standing. In addition, the Association may require as a condition to  
reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes and hazard  
insurance premiums.

Upon your request, this office will mail 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 Association may mutually  
agree in writing prior to the foreclosure sale to, among other things, 1) provide additional time in which to cure  
the default by transfer of the property or otherwise; 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 Association 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 Association.

To find out about the amount you must pay, or arrange for payment to stop the foreclosure, or if your  
property is in foreclosure for any other reason, contact: Nevada Association Services, Inc. on behalf of Pebble  
Canyon HOA, 6224 W. Desert Inn Road, Suite A, Las Vegas, NV 89146. The phone number is (702) 804-8885  
or toll free at (888) 627-5544.

If you have any questions, you should contact a lawyer or the Association which maintains the right of  
assessment on your property.

Redacted

NAS #N71869

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 NEVADA ASSOCIATION  
SERVICES, INC.**

is the duly appointed agent under the previously mentioned Notice of Delinquent Assessment Lien, with the owner(s) as reflected on said lien being Robert M Hawkins, Christine V Hawkins, dated July 31, 2012, and recorded on August 1, 2012 as instrument number 0002972 Book 20120803 in the official records of Clark County, Nevada, executed by Pebble Canyon HOA, hereby declares that a breach of the obligation for which the Covenants Conditions and Restrictions, recorded on November 2, 1991, as instrument number 01362 Book 911108, as security has occurred in that the payments have not been made of homeowner's assessments due from 1/1/2011 and all subsequent homeowner's assessments, monthly or otherwise, less credits and offsets, plus late charges, interest, trustee's fees and costs, attorney's fees and costs and Association fees and costs.

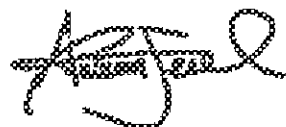
That by reason thereof, the Association has deposited with said agent such documents as the Covenants Conditions and Restrictions and documents evidencing the obligations secured thereby, and declares all sums secured thereby due and payable and elects to cause the property to be sold to satisfy the obligations.

Nevada Association Services, Inc. is a debt collector. Nevada Association Services, Inc. is attempting to collect a debt. Any information obtained will be used for that purpose.

Nevada Association Services, Inc., whose address is 6224 W. Desert Inn Road, Suite A, Las Vegas, NV 89146 is authorized by the association to enforce the lien by sale.

Legal Description: SEASONS AT PEBBLE CANYON, PLAT BOOK 53, PAGE 45, LOT 50, BLOCK 10 in the County of Clark

Dated: September 15, 2012



By: Autumn P. Fenn, of Nevada Association Services, Inc.  
on behalf of Pebble Canyon HOA

When Recorded Mail To:  
Nevada Association Services, Inc.  
6224 W. Desert Inn Road, Suite A  
Las Vegas, NV 89146  
(702) 804-8885  
(888) 627-5544

CHASE-HAWKINS0015



Ex. A-10

# EXHIBIT A-10

Ex. A-10

APN # 177-24-514-043  
NAS # N71869  
North American Title # 38131  
Property Address: 3263 Morning Springs Drive

DOCUMENT RECORDED ON 9/20/2012  
DOCUMENT # 0001446 Book 20120920  
Clark COUNTY  
DATE MAILED 9/28/2012

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good standing by paying all your past due payments plus permitted costs and expenses within the time permitted  
by law for reinstatement of your account. No sale date may be set until ninety (90) days from the date this notice  
of default was mailed to you. The date this document was mailed to you appears on this notice.

This amount is \$2,126.00 as of September 15, 2012 and will increase until your account becomes current.

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, or as required under your Covenants Conditions and  
Restrictions. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the  
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Upon your request, this office will mail you a written itemization of the entire amount you must pay. You  
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NAS #N71869

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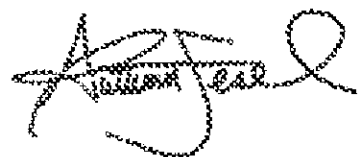
That by reason thereof, the Association has deposited with said agent such documents as the Covenants Conditions and Restrictions and documents evidencing the obligations secured thereby, and declares all sums secured thereby due and payable and elects to cause the property to be sold to satisfy the obligations.

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Legal Description: SEASONS AT PEBBLE CANYON, PLAT BOOK 53, PAGE 45, LOT 50, BLOCK 10 in the County of Clark

Dated: September 15, 2012



By: Autumn Fesel, of Nevada Association Services, Inc.  
on behalf of Pebble Canyon HOA

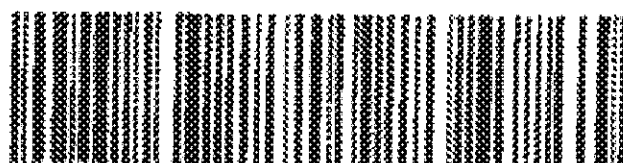
When Recorded Mail To:  
Nevada Association Services, Inc.  
6224 W. Desert Inn Road, Suite A  
Las Vegas, NV 89146  
(702) 804-8885  
(888) 627-5544

# Certified Addresses

Trustees Sale No.: N71559  
HOA: Pebble Canyon HOA  
Date: 9/28/2012

Address	Recipient	Selected
CALIFORNIA RECONVEYANCE COMPANY T.S. NO. 137803NV 9200 OAKDALE AVENUE MAIL STOP: CA2-4378 CHATSWORTH, CA 91311	Hmnr1	No
Christine Hawkins 3263 Morning Springs Drive Henderson, NV 89074	Hmnr2	No
Christine Hawkins <b>Redacted</b>	Hmnr2	No
CHRISTINE V. HAWKINS 3263 MORNING SPRINGS DRIVE HENDERSON, NV 89074-6958	Hmnr2	No
CHRISTINE V. HAWKINS <b>Redacted</b>	Hmnr2	No
GREENPOINT MORTGAGE FUNDING, INC MIN: <b>Redacted</b> 100 WOODHOLLOW DRIVE NOVATO, CA 94945	Hmnr1	No
JPMORGAN CHASE BANK, N.A. C/O CALIFORNIA RECONVEYANCE COMPANY MIN: <b>Redacted</b> 9200 OAKDALE AVENUE MAIL STOP: CA2-4378 CHATSWORTH, CA 91311	Hmnr1	No
MERS MIN: <b>Redacted</b> P.O. BOX 2126 FLINT, MI 48501-2026	Hmnr1	No
REPUBLIC SERVICES ACCT NO. <b>Redacted</b> P.O. BOX 98508 LAS VEGAS, NV 89193-8508	Hmnr1	No
Robert Hawkins 3263 Morning Springs Drive Henderson, NV 89074	Hmnr1	No
Robert Hawkins <b>Redacted</b>	Hmnr1	No
ROBERT M. HAWKINS 3263 MORNING SPRINGS DRIVE HENDERSON, NV 89074-6958	Hmnr1	No
ROBERT M. HAWKINS <b>Redacted</b>	Hmnr1	No

NAS  
8284 W Desert Inn Rd  
Las Vegas, NV 89146



9171 8500 0718 6000 7269 11

N71869

Robert Hawkins  
3263 Morning Springs Drive  
Henderson, NV 89074

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APN # 177-24-514-043  
NAS # N71869  
North American Title # 38131  
Property Address: 3263 Morning Springs Drive

DOCUMENT RECORDED ON 9/20/2012  
DOCUMENT # 0001448 Book 20120820  
Clark COUNTY  
DATE MAILED 9/28/2012

**NOTICE OF DEFAULT AND ELECTION TO SELL UNDER  
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NAS # N71869

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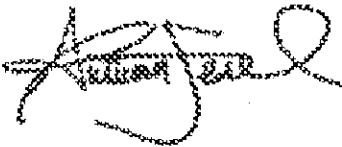
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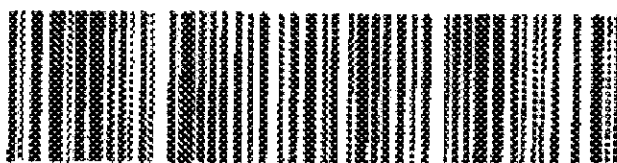
Dated: September 15, 2012



By: Autumn Pearl of Nevada Association Services, Inc.  
on behalf of Pebble Canyon HOA

When Recorded Mail To:  
Nevada Association Services, Inc.  
6224 W. Desert Inn Road, Suite A  
Las Vegas, NV 89146  
(702) 804-8835  
(888) 627-5544

NAS  
6224 N Desert Inn Rd  
Las Vegas, NV 89146



5171 9900 0716 5000 7289 28

N71869

Robert Hawkins

**Redacted**

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APN # 177-24-514-043  
NAS # N71869  
North American Title # 38131  
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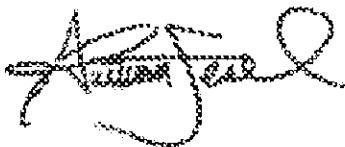
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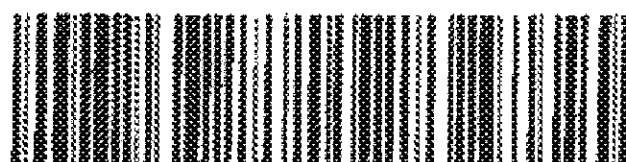
Dated: September 15, 2012



By: Autumn Fessel of Nevada Association Services, Inc.  
on behalf of Pebble Canyon HOA

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NAS  
6224 W Desert Inn Rd  
Las Vegas, NV 89146



9171 9000 0718 5000 7289 35

N71869

ROBERT M. HAWKINS  
3263 MORNING SPRINGS DRIVE  
HENDERSON, NV 89074-6958

"Nevada Association Services, Inc. is a debt collector. Nevada Association Services, Inc. is attempting to collect a debt. Any information obtained will be used for that purpose."

APN # 177-24-514-043  
NAS # N71869  
North American Title # 38131  
Property Address: 3263 Morning Springs Drive

DOCUMENT RECORDED ON 9/20/2012  
DOCUMENT # 0001446 Book 20120820  
CLerk COUNTY  
DATE MAILED 9/28/2012

**NOTICE OF DEFAULT AND ELECTION TO SELL UNDER  
HOMEOWNERS ASSOCIATION LIEN**

**IMPORTANT NOTICE**

**WARNING! IF YOU FAIL TO PAY THE AMOUNT SPECIFIED IN THIS  
NOTICE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT  
IS IN DISPUTE!**

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 in  
good standing by paying all your past due payments plus permitted costs and expenses within the time permitted  
by law for reinstatement of your account. No sale date may be set until ninety (90) days from the date this notice  
of default was mailed to you. The date this document was mailed to you appears on this notice.

This amount is \$2,126.00 as of September 15, 2012 and will increase until your account becomes current.

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, or as required under your Covenants Conditions and  
Restrictions. 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 by your note and deed of trust or mortgage, or as required under your  
Covenants Conditions and Restrictions, Pebble Canyon HOA (the Association) may insist that you do so in order  
to reinstate your account in good standing. In addition, the Association may require as a condition to  
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Upon your request, this office will mail you a written itemization of the entire amount you must pay. You  
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To find out about the amount you must pay, or arrange for payment to stop the foreclosure, or if your  
property is in foreclosure for any other reason, contact: Nevada Association Services, Inc. on behalf of Pebble  
Canyon HOA, 6224 W. Desert Inn Road, Suite A, Las Vegas, NV 89146. The phone number is (702) 804-8885  
or toll free at (888) 627-5544.

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NAS # N71869

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SERVICES, INC.**

is the duly appointed agent under the previously mentioned Notice of Delinquent Assessment Lien, with the owner(s) as reflected on said lien being Robert M Hawkins, Christine V Hawkins, dated July 31, 2012, and recorded on August 3, 2012 as instrument number 0002972 Book 20120803 in the official records of Clark County, Nevada, executed by Pebble Canyon HOA, hereby declares that a breach of the obligation for which the Covenants Conditions and Restrictions, recorded on November 8, 1991, as instrument number 01962 Book 511108, as security has occurred in that the payments have not been made of homeowner's assessments due from 1/1/2011 and all subsequent homeowner's assessments, monthly or otherwise, less credits and offsets, plus late charges, interest, trustee's fees and costs, attorney's fees and costs and Association fees and costs.

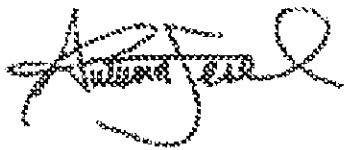
That by reason thereof, the Association has deposited with said agent such documents as the Covenants Conditions and Restrictions and documents evidencing the obligations secured thereby, and declares all sums secured thereby due and payable and elects to cause the property to be sold to satisfy the obligations.

Nevada Association Services, Inc. is a debt collector. Nevada Association Services, Inc. is attempting to collect a debt. Any information obtained will be used for that purpose.

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Legal Description: SEASONS AT PEBBLE CANYON, PLAT BOOK 53, PAGE 45, LOT 50, BLOCK 10 in the County of Clark

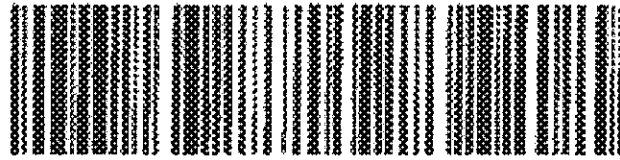
Dated: September 13, 2012



By: Autumn Fessel of Nevada Association Services, Inc.  
on behalf of Pebble Canyon HOA

When Recorded Mail To:  
Nevada Association Services, Inc.  
6224 W. Desert Inn Road, Suite A  
Las Vegas, NV 89146  
(702) 804-8885  
(888) 627-5544

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6224 W Desert Inn Rd  
Las Vegas, NV 89146



9171 9000 0718 5090 7289 42

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ROBERT M. HAWKINS

**Redacted**

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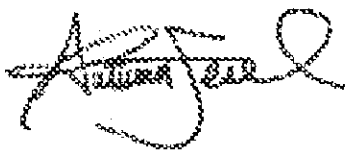
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Dated: September 15, 2012

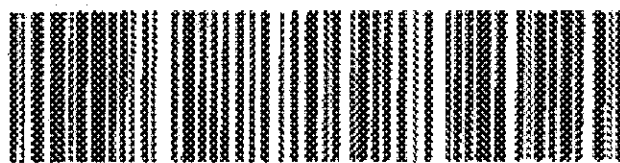


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Nevada Association Services, Inc.  
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Las Vegas, NV 89146  
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(888) 627-5544



NAS  
5824 W Desert Inn Rd  
Las Vegas, NV 89146



9171 9000 3718 5000 7289 53

N71869

GREENPOINT MORTGAGE FUNDING, INC.  
MIN: [Redacted]  
100 WOODHOLLOW DRIVE  
NOVATO, CA 94945

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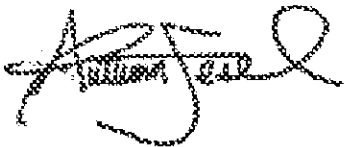
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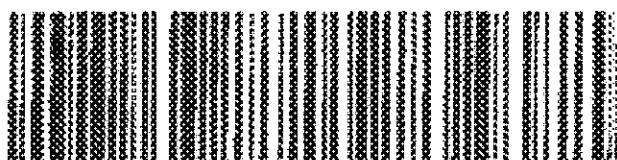
Dated: September 15, 2012



By: Autumn J. Basmal of Nevada Association Services, Inc.  
on behalf of Pebble Canyon HOA

When Received Mail To:  
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Las Vegas, NV 89146  
(702) 804-8885  
(888) 627-5544

NAS  
6224 W Desert Inn Rd  
Las Vegas, NV 89146



9171 9200 0718 5000 7289 66

N71869

MERS  
MIN: Redacted  
P.O. BOX 2026  
FLINT, MI 48501-2026

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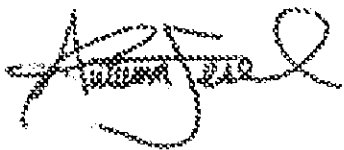
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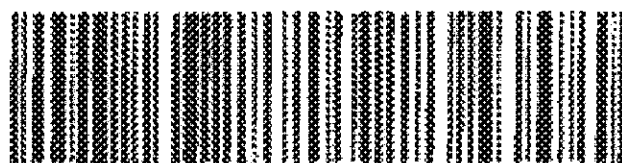
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9171 9000 9718 5000 7259 73

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JPMORGAN CHASE BANK, N.A.  
C/O CALIFORNIA RECONVEYANCE COMPANY  
MIN: Redacted  
3200 OAKDALE AVENUE  
CHATSWORTH, CA 91311

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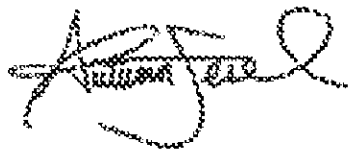
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Nevada Association Services, Inc. is a debt collector. Nevada Association Services, Inc. is attempting to collect a debt. Any information obtained will be used for that purpose.

Nevada Associations Services, Inc., whose address is 6224 W. Desert Inn Road, Suite A, Las Vegas, NV 89146 is authorized by the association to enforce the lien by sale.

Legal Description: SEASONS AT PEBBLE CANYON, PLAT BOOK 53, PAGE 45, LOT 50, BLOCK 10 in the County of Clark

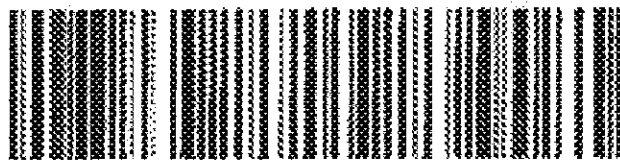
Dated: September 15, 2012



By: Autumn Fasal, of Nevada Association Services, Inc.  
on behalf of Pebble Canyon HOA

When Recorded Mail To:  
Nevada Association Services, Inc.  
6224 W. Desert Inn Road, Suite A  
Las Vegas, NV 89146  
(702) 804-8885  
(888) 627-5544

NAS  
6224 W Desert Inn Rd  
Las Vegas, NV 89146



9171 9800 9718 9900 7200 80

N71869

CALIFORNIA RECONVEYANCE COMPANY  
T.S. NO. 137803NV  
9200 OAKDALE AVENUE  
MAIL STOP: CA2-4379  
CHATSWORTH, CA 91311

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APN # 177-24-514-043  
NAS # N71869  
North American Title # 38131  
Property Address: 3263 Morning Springs Drive

DOCUMENT RECORDED ON 9/28/2012  
DOCUMENT # 0003448 Book 20120920  
Clark COUNTY  
DATE MAILED 9/28/2012

**NOTICE OF DEFAULT AND ELECTION TO SELL UNDER  
HOMEOWNERS ASSOCIATION LIEN**

**IMPORTANT NOTICE**

**WARNING! IF YOU FAIL TO PAY THE AMOUNT SPECIFIED IN THIS  
NOTICE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT  
IS IN DISPUTE!**

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 in  
good standing by paying all your past due payments plus permitted costs and expenses within the time permitted  
by law for reinstatement of your account. No sale date may be set until ninety (90) days from the date this notice  
of default was mailed to you. The date this document was mailed to you appears on this notice.

This amount is \$2,126.00 as of September 15, 2012 and will increase until your account becomes current.

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, or as required under your Covenants Conditions and  
Restrictions. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the  
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To find out about the amount you must pay, or arrange for payment to stop the foreclosure, or if your  
property is in foreclosure for any other reason, contact: Nevada Association Services, Inc. on behalf of Pebble  
Canyon HOA, 6224 W. Desert Inn Road, Suite A, Las Vegas, NV 89146. The phone number is (702) 894-8885  
or toll free at (888) 627-5544.

If you have any questions, you should contact a lawyer or the Association which maintains the right of  
assessment on your property.

NAS # N71869

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

**NOTICE IS HEREBY GIVEN THAT NEVADA ASSOCIATION  
SERVICES, INC.**

is the duly appointed agent under the previously mentioned Notice of Delinquent Assessment Lien, with the owner(s) as reflected on said lien being Robert M Hawkins, Christine V Hawkins, dated July 31, 2012, and recorded on August 3, 2012 as instrument number 0002972 Book 20120803 in the official records of Clark County, Nevada, executed by Pebble Canyon HOA, hereby declares that a breach of the obligation for which the Covenants Conditions and Restrictions, recorded on November 8, 1991, as instrument number 01962 Book 911108, as security has occurred in that the payments have not been made of homeowner's assessments due from 1/1/2011 and all subsequent homeowner's assessments, monthly or otherwise, less credits and offsets, plus late charges, interest, trustee's fees and costs, attorney's fees and costs and Association fees and costs.

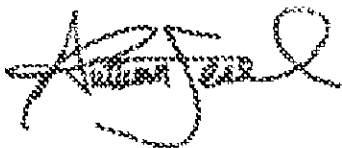
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Legal Description: SEASONS AT PEBBLE CANYON, PLAT BOOK 53, PAGE 45, LOT 50, BLOCK 10 in the County of Clark

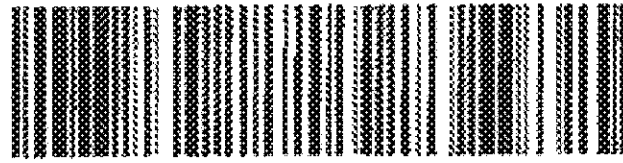
Dated: September 13, 2012



By: Autumn Fassel of Nevada Association Services, Inc.  
on behalf of Pebble Canyon HOA

When Recorded Mail To:  
Nevada Association Services, Inc.  
6224 W. Desert Inn Road, Suite A  
Las Vegas, NV 89146  
(702) 894-8885  
(888) 627-5544

NAS  
6224 N Desert Inn Rd  
Las Vegas, NV 89146



9171 9600 0718 5000 7289 37

N71869

REPUBLIC SERVICES  
ACCT NO. [Redacted]  
P.O. BOX 98508  
LAS VEGAS, NV 89193-8508

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APN # 177-24-514-043  
NAS # N71869  
North American Title # 38131  
Property Address: 3263 Morning Springs Drive

DOCUMENT RECORDED ON 9/20/2012  
DOCUMENT # 0001446 Book 20120820  
Clark COUNTY  
DATE MAILED 9/28/2012

**NOTICE OF DEFAULT AND ELECTION TO SELL UNDER  
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**IMPORTANT NOTICE**

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NAS # N71869

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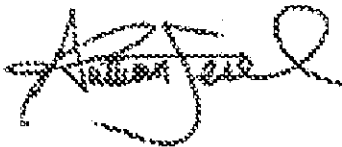
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Legal Description: SEASONS AT PEBBLE CANYON, PLAT BOOK 53, PAGE 45, LOT 50, BLOCK 10 in the County of Clark

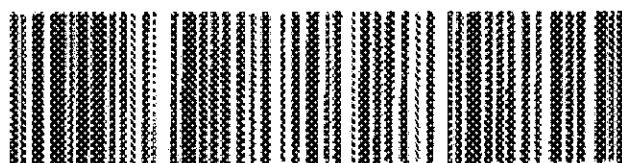
Dated: September 15, 2012



By: Autumn A. Fernald of Nevada Association Services, Inc.  
on behalf of Pebble Canyon HOA

When Recorded Mail To:  
Nevada Association Services, Inc.  
6224 W. Desert Inn Road, Suite A  
Las Vegas, NV 89146  
(702) 804-8885  
(888) 627-5344

NAS  
6224 W Desert Inn Rd  
Las Vegas, NV 89146



9171 9000 6718 5009 7290 00

N71869

CHRISTINE V. HAWKINS  
3263 MORNING SPRINGS DRIVE  
HENDERSON, NV 89074-6958

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APN # 177-24-514-043  
NAS # N71869  
North American Title # 38131  
Property Address: 3263 Morning Springs Drive

DOCUMENT RECORDED ON 9/28/2012  
DOCUMENT # 0001446 Book 20120920  
Clark COUNTY  
DATE MAILED 9/28/2012

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NAS # N71869

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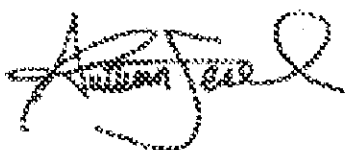
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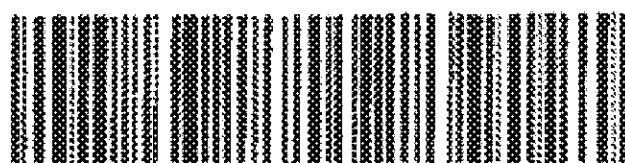
Dated: September 15, 2012



By: Autumn Fernald of Nevada Association Services, Inc.  
on behalf of Pebble Canyon HOA

When Recorded Mail To:  
Nevada Association Services, Inc.  
6224 W. Desert Inn Road, Suite A  
Las Vegas, NV 89146  
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NAS  
6224 W Desert Inn Rd  
Las Vegas, NV 89146



9171 9000 0718 5000 7290 17

N71869

CHRISTINE V. HAWKINS

**Redacted**

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APN # 177-24-514-043  
NAS # N71869  
North American Title # 38131  
Property Address: 3263 Morning Springs Drive

DOCUMENT RECORDED ON 9/20/2012  
DOCUMENT # 0001446 Book 20:20920  
Clark COUNTY  
DATE MAILED 9/28/2012

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NAS # N71869

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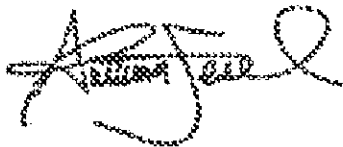
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Legal Description: SEASONS AT PEBBLE CANYON, PLAT BOOK 53, PAGE 45, LOT 50, BLOCK 10 in the County of Clark

Dated: September 15, 2012

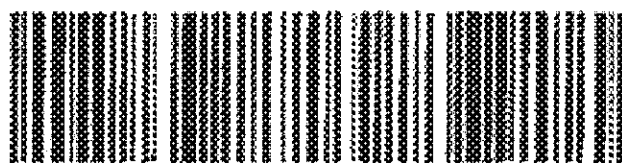


By: Autumn B. Fennell of Nevada Association Services, Inc.  
on behalf of Pebble Canyon HOA

When Recorded Mail To:  
Nevada Association Services, Inc.  
6224 W. Desert Inn Road, Suite A  
Las Vegas, NV 89146  
(702) 804-8885  
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888

4224 W Desert Inn Rd  
Las Vegas, NV 89146



9171 9000 9718 5000 7200 24

N71869

Christine Hawkins  
3263 Morning Springs Drive  
Henderson, NV 89074

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APN # 177-24-514-043  
NAS # N71869  
North American Title # 38131  
Property Address: 3263 Morning Springs Drive

DOCUMENT RECORDED ON 9/20/2012  
DOCUMENT # 0001448 Book 20120920  
Clark COUNTY  
DATE MAILED 9/28/2012

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assessment on your property.

NAS # N71569

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 NEVADA ASSOCIATION  
SERVICES, INC.**

is the duly appointed agent under the previously mentioned Notice of Delinquent Assessment Lien, with the owner(s) as reflected on said lien being Robert M Hawkins, Christine V Hawkins, dated July 31, 2012, and recorded on August 3, 2012 as instrument number 0002972 Book 20120803 in the official records of Clark County, Nevada, executed by Pebble Canyon HOA, hereby declares that a breach of the obligation for which the Covenants Conditions and Restrictions, recorded on November 8, 1991, as instrument number 01562 Book 911108, as security has occurred in that the payments have not been made of homeowner's assessments due from 1/1/2011 and all subsequent homeowner's assessments, monthly or otherwise, less credits and offsets, plus late charges, interest, trustee's fees and costs, attorney's fees and costs and Association fees and costs.

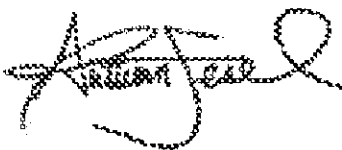
That by reason thereof, the Association has deposited with said agent such documents as the Covenants Conditions and Restrictions and documents evidencing the obligations secured thereby, and declares all sums secured thereby due and payable and elects to cause the property to be sold to satisfy the obligations.

Nevada Association Services, Inc. is a debt collector. Nevada Association Services, Inc. is attempting to collect a debt. Any information obtained will be used for that purpose.

Nevada Association Services, Inc., whose address is 6224 W. Desert Inn Road, Suite A, Las Vegas, NV 89146 is authorized by the association to enforce the lien by sale.

Legal Description: SEASONS AT PEBBLE CANYON, PLAT BOOK 53, PAGE 45, LOT 50, BLOCK 10 in the County of Clark

Dated: September 15, 2012

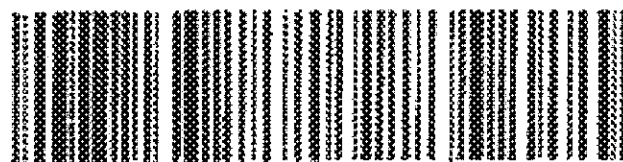


By: Autumn in Pencil of Nevada Association Services, Inc.  
on behalf of Pebble Canyon HOA

When Recorded Mail To:  
Nevada Association Services, Inc.  
6224 W. Desert Inn Road, Suite A  
Las Vegas, NV 89146  
(702) 804-8885  
(888) 627-3544



NAS  
6224 W Desert Inn Rd  
Las Vegas, NV 89146



9191 6000 0718 5000 7250 31

N71869

Christine Hawkins

**Redacted**

"Nevada Association Services, Inc. is a debt collector. Nevada Association Services, Inc. is attempting to collect a debt. Any information obtained will be used for that purpose."

APN # 177-24-314-043  
NAS # N71869  
North American Title # 38131  
Property Address: 3263 Morning Springs Drive

DOCUMENT RECORDED ON 9/20/2012  
DOCUMENT # 0001446 Book 20120920  
Clark COUNTY  
DATE MAILED 9/28/2012

**NOTICE OF DEFAULT AND ELECTION TO SELL UNDER  
HOMEOWNERS ASSOCIATION LIEN**

**IMPORTANT NOTICE**

**WARNING! IF YOU FAIL TO PAY THE AMOUNT SPECIFIED IN THIS  
NOTICE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT  
IS IN DISPUTE!**

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 in  
good standing by paying all your past due payments plus permitted costs and expenses within the time permitted  
by law for reinstatement of your account. No sale date may be set until ninety (90) days from the date this notice  
of default was mailed to you. The date this document was mailed to you appears on this notice.

This amount is \$2,126.00 as of September 15, 2012 and will increase until your account becomes current.

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, or as required under your Covenants Conditions and  
Restrictions. 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 by your note and deed of trust or mortgage, or as required under your  
Covenants Conditions and Restrictions, Pebble Canyon HOA (the Association) may insist that you do so in order  
to reinstate your account in good standing. In addition, the Association may require as a condition to  
reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes and hazard  
insurance premiums.

Upon your request, this office will mail 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 Association may mutually  
agree in writing prior to the foreclosure sale to, among other things, 1) provide additional time in which to cure  
the default by transfer of the property or otherwise; 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 Association 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 Association.

To find out about the amount you must pay, or arrange for payment to stop the foreclosure, or if your  
property is in foreclosure for any other reason, contact Nevada Association Services, Inc. on behalf of Pebble  
Canyon HOA, 6234 W. Desert Inn Road, Suite A, Las Vegas, NV 89146. The phone number is (702) 804-8885  
or toll free at (888) 627-5544.

If you have any questions, you should contact a lawyer or the Association which maintains the right of  
assessment on your property.

NAS # N71869

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 NEVADA ASSOCIATION  
SERVICES, INC.**

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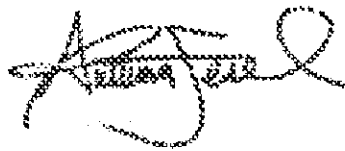
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Legal Description: SEASONS AT PEBBLE CANYON, PLAT BOOK 53, PAGE 45, LOT 50, BLOCK 10 in the County of Clark

Dated: September 15, 2012



By: Autumn A Fessel of Nevada Association Services, Inc.  
on behalf of Pebble Canyon HOA

When Recorded Mail To:  
Nevada Association Services, Inc.  
6224 W. Desert Inn Road, Suite A  
Las Vegas, NV 89146  
(702) 804-8885  
(888) 627-5544

Ex. A-11

# EXHIBIT A-11

Ex. A-11

1 Abran E. Vigil  
Nevada Bar No. 7548  
2 Russell J. Burke  
Nevada Bar No. 12710  
3 Holly Ann Priest  
Nevada Bar No. 13226  
4 BALLARD SPAHR LLP  
100 North City Parkway, Suite 1750  
5 Las Vegas, Nevada 89106-4617  
Telephone: (702) 471-7000  
6 Facsimile: (702) 471-7070  
E-Mail: vigila@ballardspahr.com  
7 E-Mail: burker@ballardspahr.com  
E-Mail: priesth@ballardspahr.com

8 *Attorneys for Plaintiff and Counter-Defendant*  
9 *JPMorgan Chase Bank N.A.*

10 DISTRICT COURT  
11 CLARK COUNTY, NEVADA

12 JPMORGAN CHASE BANK, NATIONAL )  
ASSOCIATION, a national association, )

13 Plaintiff,

14 vs.

15 SFR INVESTMENTS POOL 1, LLC, a )  
Nevada limited liability company; DOES 1 )  
16 through 10, ROE BUSINESS ENTITIES 1 )  
through 10, inclusive, )

17 Defendants.

18 SFR INVESTMENTS POOL 1, LLC a )  
19 Nevada limited liability company, )

20 Counter-Claimant,

21 vs.

22 JPMORGAN CHASE BANK NATIONAL )  
ASSOCIATION, a national association; )  
23 ROBERT M. HAWKINS, an individual; )  
CHRISTINE V. HAWKINS, an individual; )  
24 DOES 1-10 and ROE BUSINESS )  
ENTITIES 1 through 10, inclusive, )

25 Counter-Defendant/Cross- )  
26 Defendants. )  
27  
28

CASE NO. A-13-692304-C

DEPT NO. XXIV

BALLARD SPAHR LLP  
100 NORTH CITY PARKWAY, SUITE 1750  
LAS VEGAS, NEVADA 89106  
(702) 471-7000 FAX (702) 471-7070

JPMORGAN CHASE BANK, N.A.'S RESPONSE TO SFR INVESTMENT POOL 1,  
LLC'S REQUESTS FOR ADMISSION

TO: Defendant, SFR INVESTMENTS POOL 1, LLC, a Nevada limited liability company

TO: Howard C. Kim, Esq., Diana Cline Ebron, Esq., Jacqueline A. Gilbert, Esq., Kim Gilbert Ebron, their attorneys of record:

Pursuant to N.R.C.P. 26 and 36, in response to SFR Investments Pool 1, LLC's ("SFR" or "Defendant") Request for Admissions to JPMorgan Chase Bank, N.A., ("Chase" or "Plaintiff"), Chase states as follows:

PRELIMINARY STATEMENT

Plaintiff's discovery and investigation is ongoing. Plaintiff expressly reserves all of the following rights:

1. The right to conduct further discovery and investigation for information and documents which, if presently known, would have been included in these responses;

2. The right to present, use or rely on at any time, including trial of this action, additional information and documents as may be uncovered through continuing discovery and investigation;

3. The right to raise any objection on any ground, including without limitation authenticity, foundation, relevance, materiality, privilege and admissibility as evidence, to the use for any purpose of any document or information produced in response to any Request herein in any subsequent proceeding or trial in this or any other action;

4. The right to object on any ground at any time to any other discovery involving any documents or information produced in response to any Request herein; and

5. The right to amend, supplement or otherwise modify these responses.

The following responses are based upon information presently available to, and located by, Plaintiff after diligent inquiry and a reasonable search of its business

1 records. Plaintiff has not yet completed its investigation of the facts relating to this  
2 case and has not completed preparation for trial. Therefore, the responses given  
3 herein are without prejudice to Plaintiff's right to further supplement or amend its  
4 responses if appropriate pursuant to the Nevada Rules of Civil Procedure and the  
5 Local Rules of Practice for the Eighth Judicial District Court.

#### 6 GENERAL OBJECTIONS

7 The following general objections apply to each Definition, Instruction and  
8 Request and shall have the same force and effect as if fully set forth in the specific  
9 objection to each of Plaintiff's discovery requests:

10 1. Plaintiff objects to each Request to the extent it seeks a response from  
11 any party other than Plaintiff.

12 2. Plaintiff objects to each Request to the extent it imposes or purports to  
13 impose obligations greater than those required by the Nevada Rules of Civil  
14 Procedure and/or the Local Rules of Practice for the Eighth Judicial District Court.

15 3. Plaintiff objects to each Request to the extent it is overly broad, vague  
16 and ambiguous, unduly burdensome, designed to harass or to annoy, or calls for  
17 information neither relevant to any issue in the instant litigation nor reasonably  
18 calculated to lead to the discovery of admissible evidence.

19 4. Plaintiff objects to each Request to the extent it seeks or purports to  
20 seek information protected from disclosure by the attorney-client privilege, the work  
21 product doctrine, the common legal interest privilege, the joint defense privilege, or  
22 any other applicable privilege, immunity or protection against disclosure.

23 5. Plaintiff objects to each Request to the extent it requires or purports to  
24 require Plaintiff: (a) to disclose information outside of its possession, custody or  
25 control; (b) to seek information about or from persons not currently employed or  
26 associated with Plaintiff; or (c) to provide or seek information regarding third parties.

27 6. Plaintiff objects to each Request to the extent it calls for legal  
28 conclusions, contentions and/or legal theories.



1           7.     Plaintiff objects to each Request to the extent it seeks information from  
2 documents already in the possession, custody or control of, or readily available to  
3 Defendant or its counsel, including, but not limited to the documents filed with the  
4 Court or already disclosed and/or produced to Defendant.

5           8.     Plaintiff objects to each Request to the extent it calls for the production  
6 of information readily available through public sources, from sources that are more  
7 convenient, less burdensome or less expensive, or from sources that are more readily  
8 available to Defendant than Plaintiff.

9           9.     Plaintiff objects to each Request to the extent it is internally repetitive,  
10 overlapping or duplicative.

11          10.    Plaintiff objects to each Request to the extent it seeks to abrogate  
12 Plaintiff's right under the Nevada Rules of Civil Procedure to produce documents as  
13 they are kept in the usual course of business.

14          11.    Plaintiff objects to the disclosure of trade secrets, confidential and/or  
15 private information related to loans to which Plaintiff is not a party, and/or  
16 confidential research, development, or commercial information that can be  
17 discovered, if at all, only through the entry of a protective order.

18          In providing responses and objections to a specific Request, Plaintiff does not  
19 in any way waive, but rather preserves: (a) all objections as to competence, relevancy,  
20 materiality, and admissibility; (b) all objections as to the vagueness, ambiguity, or  
21 other infirmity in the form of any Request and any objections based on the undue  
22 burden imposed by any Request; (c) all rights to object on any ground to the use of  
23 any of the responses, or their subject matter, in any subsequent proceeding; (d) all  
24 rights to object on any ground to any further requests involving or relating to the  
25 subject matter of the Request; (e) the right to supplement responses and objections to  
26 the Request before the disposition of this litigation; and (f) all privileges and/or rights  
27 under the applicable Nevada Rules of Civil Procedure, Nevada Rules of Evidence, the  
28 Local Rules of Practice of the Eighth Judicial District Court, statutes or common law.



1 Each response uses the defined terms stated in "SFR Investments Pool 1, LLC  
2 Request for Admission to JPMorgan Chase Bank, N.A." with the exception of the  
3 definition "Association foreclosure sale," which improperly assumes the sale was a  
4 valid public auction, a fact that has yet to be established in this case.

5 RESPONSE TO REQUESTS FOR ADMISSIONS

6 REQUEST NO. 1:

7 Admit that you were aware of the Association's lien on the Property before  
8 March 1, 2013.

9 RESPONSE TO REQUEST NO. 1:

10 Objection. Request No. 1 is vague and ambiguous as to the terms "aware" and  
11 "Association's Lien," which are not defined and are susceptible to multiple  
12 interpretations in the context of this request.

13 Subject to and without waiving any objection, Chase responds as follows:  
14 Admit.

15 REQUEST NO. 2:

16 Admit that you were aware of the Association foreclosure sale before  
17 March 1, 2013.

18 RESPONSE TO REQUEST NO. 2:

19 Objection. Request No. 2 is vague and ambiguous as to the term "aware,"  
20 which is not defined and is susceptible to multiple interpretations in the context of  
21 this request.

22 Subject to and without waiving any objection, Chase responds as follows:  
23 Admit.

24 REQUEST NO. 3:

25 Admit that you did not attend the Association foreclosure sale on March 1,  
26 2013.

27 RESPONSE TO REQUEST NO. 3:

28 Admit.

1 REQUEST NO. 4:

2 Admit that you are the current beneficiary of the First Deed of Trust.

3 RESPONSE TO REQUEST NO. 4:

4 Objection. Request No. 4 is vague and ambiguous as to the term "beneficiary,"  
5 which is not defined and is susceptible to multiple interpretations in the context of  
6 this request.

7 Subject to and without waiving any objection, Chase states that it is the  
8 current beneficiary of record of the First Deed of Trust but the Federal Home Loan  
9 Mortgage Corporation owns the First Deed of Trust and the loan at issue.

10 REQUEST NO. 5:

11 Admit that you or your predecessor in interest to the First Deed of Trust  
12 received a notice of default from the Association or its agents.

13 RESPONSE TO REQUEST NO. 5:

14 Admit.

15 REQUEST NO. 6:

16 Admit that you have not transferred your interest in the First Deed of Trust  
17 to HUD.

18 RESPONSE TO REQUEST NO. 6:

19 Admit.

20 REQUEST NO. 7:

21 Admit that you did not obtain consent from the FHFA to file this lawsuit.

22 RESPONSE TO REQUEST NO. 7:

23 Objection. Request No. 7 is vague and ambiguous as to the term "consent,"  
24 which is not defined and is susceptible to multiple interpretations in the context of  
25 this request. Request No. 7 also calls for a bare legal conclusion. Chase further  
26 objects to Request No. 7 to the extent that it suggests that Chase had any legal  
27 obligation to obtain consent. Chase objects to Request No. 7 to the extent it seems or  
28 purports to seek information protected by the attorney-client privilege or common

1 legal interest privilege.

2 Subject to and without waiving any objection, Chase responds as follows: Deny

3 REQUEST NO. 8:

4 Admit that you did not obtain consent from Freddie Mac to file this lawsuit.

5 RESPONSE TO REQUEST NO. 8:

6 Objection. Request No. 8 is vague and ambiguous as to the term "consent,"  
7 which is not defined and is susceptible to multiple interpretations in the context of  
8 this request. Request No. 8 also calls for a bare legal conclusion. Chase further  
9 objects to Request No. 8 to the extent that it suggests that Chase had any legal  
10 obligation to obtain consent. Chase objects to Request No. 8 to the extent it seems or  
11 purports to seek information protected by the attorney-client privilege or common  
12 legal interest privilege.

13 Subject to and without waiving any objection, Chase responds as follows: Deny

14 REQUEST NO. 9:

15 Admit that you paid less than the face value of the note for your interest in  
16 the First Deed of Trust.

17 RESPONSE TO REQUEST NO. 9:

18 Objection. Request No. 9 seeks information that not relevant to the claims and  
19 defenses at issue in this lawsuit. Request No. 9 also improperly assumes facts that  
20 have yet to be established to the extent it suggests that an interest in the First Deed  
21 of Trust was purchased through a transaction that involved no other purchased  
22 interests. Request No. 9 is vague and ambiguous as to the term "face value," which is  
23 undefined and is susceptible to multiple interpretations given that the Note provides  
24 for the payment of a principal sum, as well as interest. Request No. 9 also seeks  
25 information that is confidential and proprietary. Disclosing such information would  
26 be unduly burdensome given the needs of this case because it would reveal  
27 confidential legal advice or business strategies that would diminish Chase's  
28 competitive advantage.

1 Subject to and without waiving any objection, Chase states it cannot answer  
2 and therefore denies Request No. 9.

3 REQUEST NO. 10:

4 Admit that you or predecessor in interest to the First Deed of Trust received  
5 a notice of sale from the Association or its agents.

6 RESPONSE TO REQUEST NO. 10:

7 Objection. Request No. 10 is overly broad and unduly burdensome as to time  
8 and scope. Request No. 10 is also, compound. Request No. 10 calls for Chase to  
9 speculate regarding notices received by third parties for which Chase is not  
10 responsible.

11 Subject to and without waiving any objection, Chase responds as follows:

12 Admit

13 REQUEST NO. 11:

14 Admit that you did not make any payment to the Association towards the  
15 Association's lien on the Property.

16 RESPONSE TO REQUEST NO. 11:

17 Objection. Request No. 11 is vague and ambiguous as to the term  
18 "Association's lien," which is susceptible to multiple meanings in the context of this  
19 case.

20 Subject to and without waiving any objection, Chase responds as follows:

21 Admit

22 REQUEST NO. 12:

23 Admit that you did not take any steps to ensure the Association received  
24 assessments owed by the Borrowers.

25 RESPONSE TO REQUEST NO. 12:

26 Objection. Request No. 12 is overly broad and unduly burdensome as to time  
27 and scope. Request No. 12 is also vague and ambiguous as to the term "any steps."  
28 Request No. 12 seeks information that is not relevant to the claims and defenses at

1 issue in this lawsuit. Chase further objects to Request No. 12 to the extent it  
2 suggests that Chase had any legal obligations or duty to ensure that the Association  
3 received assessments owed by the Borrower.

4 Subject to and without waiving any objection, Chase responds as follows:  
5 Deny.

6 REQUEST NO. 13:

7 Admit that you did not attempt to contact the Association or its agents to  
8 determine the super priority portion of the Association's lien on the Property.

9 RESPONSE TO REQUEST NO. 13:

10 Objection. Request No. 13 is overly broad and unduly burdensome as to time  
11 and scope. Request No. 13 is also as to the term "Association's lien," which is  
12 susceptible of multiple meanings in the context of this case. Chase further objects to  
13 Request No. 13 the extent it suggests that Chase had any legal obligation or duty to  
14 contact the Association to determine the super-priority portion of the Association's  
15 alleged lien. Chase further objects because Request No. 13 assumes the Association's  
16 lien included a "super priority portion."

17 Subject to and without waiving any objection, Chase admits that after a  
18 reasonable investigation of its business records, to the best of its knowledge and  
19 belief, it has not located any records showing that it contacted the Association or its  
20 agents to determine the super-priority portion of the Association's alleged lien on the  
21 Property prior to March 1, 2013, the date of the Association's alleged foreclosure sale.  
22 Discovery and Chase's investigation are ongoing, and Chase reserves the right to  
23 amend this answer.

24 REQUEST NO. 14:

25 Admit that you failed to cure the super priority portion of the Association's  
26 lien before the Association foreclosure sale.

1 RESPONSE TO REQUEST NO. 14:

2       Objection. Request No. 14 assumes that the Association's lien included a  
3 "super priority portion," a fact that has yet to be established in this case. Request  
4 No. 14 is also vague and ambiguous as to the term "Association's lien," which is  
5 susceptible of multiple meanings in the context of this case. Chase further objects to  
6 Request No. 14 to the extent it suggests that Chase had any legal obligation or duty  
7 to cure.

8       Subject to and without waiving any objection, Chase admits that after a  
9 reasonable investigation of its business records, to the best of its knowledge and  
10 belief, it has not located any records showing that it paid any part of the Association's  
11 purported lien prior to March 1, 2013, the date of the Association's alleged  
12 foreclosure sale. Discovery and Chase's investigation are ongoing, and Chase  
13 reserves the right to amend this answer.

14 REQUEST NO. 15:

15       Admit that you were aware that the Property was located within the  
16 Association and was subject to the Association's declaration of covenants,  
17 conditions and restrictions before you obtained an interest in the Property.

18 RESPONSE TO REQUEST NO. 15:

19       Objection. Request No. 15 is compound. Request No. 15 is also vague and  
20 ambiguous as to the term "aware," which is not defined and is susceptible to multiple  
21 interpretations in the context of this request.

22       Subject to and without waiving any objection, Chase admits that after a  
23 reasonable investigation of its business records, to the best of its knowledge and  
24 belief, the First Deed of Trust includes a Planned Unit Development Rider.  
25 Discovery and Chase's investigation are ongoing, and Chase reserves the right to  
26 amend this answer.



1 REQUEST NO. 16:

2 Admit that you were aware that the Borrowers had not paid the Association  
3 assessments as required by the Association's declaration of CC&Rs before you  
4 obtained an interest in the Property.

5 RESPONSE TO REQUEST NO. 16:

6 Objection. Request No. 16 is overly broad and unduly burdensome as to time  
7 and scope. Request No. 16 is also vague and ambiguous as to the terms "aware" and  
8 "interest," which are not defined and are susceptible to multiple interpretations in  
9 the context of this request. Request No. 16 also assumes that the Borrower did not  
10 pay "Association assessments as required by the Association's declaration of CC&Rs  
11 before [Chase] obtained an interest in the Property," a fact that has yet to be  
12 established in this case.

13 Subject to and without waiving any objection, Chase responds as follows:  
14 Deny.

15 REQUEST NO. 17:

16 Admit that you were aware before you took an interest in the Property that  
17 your security interest could be extinguished if a lien with a higher priority  
18 foreclosed.

19 RESPONSE TO REQUEST NO. 17:

20 Objection. Request No. 17 is vague and ambiguous as to the term "aware,"  
21 which is not defined and is susceptible to multiple interpretations in the context of  
22 this request. Request No. 17 also calls for a bare legal conclusion.

23 Subject to and without waiving any objection, Chase responds as follows:  
24 Deny.

25 REQUEST NO. 18:

26 Admit that a portion of the Association's lien had priority over your First  
27 Deed of Trust.

28

1 RESPONSE TO REQUEST NO. 18:

2 Deny.

3 REQUEST NO. 19:

4 Admit that you have servicing guidelines requiring you and your agents to  
5 protect your lien priority by paying association liens.

6 RESPONSE TO REQUEST NO. 19:

7 Objection. Request No. 19 is overly broad and unduly burdensome as to time  
8 and scope. Request No. 19 is also vague and ambiguous as to the terms "guidelines"  
9 and "association liens." Request No. 19 calls for a legal conclusion and does not  
10 "relate to statement or opinions of fact or the application of law to fact" as required  
11 by N.R.C.P. 36. Request No. 19 also seeks information that is not relevant to the  
12 claims and defenses at issue in this lawsuit. Request No. 19 seeks information that  
13 is confidential and proprietary. Disclosing such information would be unduly  
14 burdensome given the needs of this case because it would reveal confidential legal  
15 advice or business strategies that would diminish Chase's competitive advantage.

16 Subject to and without waiving any objection, Chase states it cannot answer  
17 and therefore denies Request No. 19.

18 REQUEST NO. 20:

19 Admit that the federal government has no contractual interest in the First  
20 Deed of Trust.

21 RESPONSE TO REQUEST NO. 20:

22 Objection. Request No. 20 is also vague and ambiguous as to the term  
23 "contractual interest," which is not defined and is susceptible to multiple  
24 interpretations in the context of this request.

25 Subject to and without waiving any objection, Chase responds as follows:

26 Deny.

27

28



1 REQUEST NO. 21:

2 Admit that the federal government has no beneficial interest in the First  
3 Deed of Trust.

4 RESPONSE TO REQUEST NO. 21:

5 Objection. Request No. 20 is also vague and ambiguous as to the term  
6 "beneficial interest," which is not defined and is susceptible to multiple  
7 interpretations in the context of this request.

8 Subject to and without waiving any objection, Chase responds as follows:  
9 Deny.

10 REQUEST NO. 22:

11 Admit the federal government does not insure the loan secured by the First  
12 Deed of Trust.

13 RESPONSE TO REQUEST NO. 22:

14 Admit.

15 DATED this 2 day of May, 2016.

BALLARD SPAHR LLP

By: /s/

Abran E. Vigil  
Nevada Bar No. 7548  
Russell J. Burke  
Nevada Bar No. 12710  
Holly Ann Priest  
Nevada Bar No. 13226  
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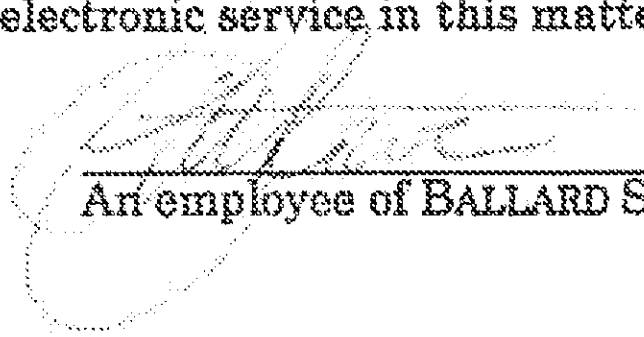
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LAS VEGAS, NEVADA 89106  
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CERTIFICATE OF MAILING

I HEREBY CERTIFY that on the 7<sup>th</sup> day of May, 2016, and pursuant to NRCP 5(b), a true and correct copy of the foregoing JPMORGAN CHASE BANK, N.A.'S RESPONSE TO SFR INVESTMENT POOL 1, LLC'S REQUESTS FOR ADMISSION, was served to the parties following in the manner set forth below:

Kim Gilbert Ebron Howard C. Kim, Esq. Diana S. Cline, Esq. Jacqueline A. Gilbert, Esq. 7625 Dean Martin Drive Suite 110 Las Vegas, NV 89139  Attorneys for SFR Investments Pool, LLC	
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Ex. A-12

# EXHIBIT A-12

Ex. A-12

**In The Matter Of:**  
*JP Morgan Chase Bank, N.A. vs.*  
*SFR Investments Pool 1, LLC*

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*30(b)(6) Susan Lyn Newby*  
*April 21, 2016*

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*Min-U-Script® with Word Index*

30(b)(6) Susan Lyn Newby - April 21, 2016  
JP Morgan Chase Bank, N.A. vs. SFR Investments Pool 1, LLC

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1	EIGHTH JUDICIAL DISTRICT COURT	1	I N D E X
2	CLARK COUNTY, NEVADA	2	WITNESS
3		3	PAGE
4	JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, a national association,	4	SUSAN LYN NEWBY
5		5	Examination by Ms. Ebron
6	Plaintiff,	6	
7	vs.	7	E X H I B I T S
8	SFR INVESTMENTS POOL 1, LLC, a Nevada limited liability company; DOES 1 through 10; and ROE BUSINESS ENTITIES 1 through 10, inclusive,	8	NUMBER DESCRIPTION PAGE
9		9	Exhibit 1 First Amended Notice of 30(b)(6) Deposition of JPMorgan Chase Bank, N.A.
10	Defendants.	10	Exhibit 2 Deed of Trust
11		11	Exhibit 3 Grant, Bargain, Sale Deed
12		12	Exhibit 4 Assignment of Deed of Trust
13		13	Exhibit 5 Substitution of Trustee
14		14	Exhibit 6 Notice of Default and Election to Sell under Deed of Trust
15		15	Exhibit 7 Notice of Claim of Lien for Solid Waste Service
16	DEPOSITION OF SUSAN LYN NEWBY	16	Exhibit 8 Notice of Delinquent Assessment Lien
17	30(b)(6) FOR JPMORGAN CHASE BANK, N.A.	17	Exhibit 9 Notice of Default and Election to Sell under Homeowners Association Lien
18		18	Exhibit 10 Notice of Foreclosure Sale
19	Taken at the Offices of Ballard Spahr LLC	19	Exhibit 11 Notice of Foreclosure Sale
20	100 North City Parkway, Suite 1750	20	Exhibit 12 Substitution of Trustee
21	Las Vegas, Nevada	21	Exhibit 13 Foreclosure Deed
22	On Thursday, April 21, 2016	22	Exhibit 14 Residential Broker Price Opinion
23	At 3:35 p.m.	23	
24	Reported by: Jane V. Ebron, CCR #601, RFR	24	
25		25	
		Page 2	Page 4
1	SFR INVESTMENTS POOL 1, LLC, a Nevada limited liability company,	1	Thereupon --
2		2	SUSAN LYN NEWBY
3	Counter-Claimant,	3	was called as a witness by the Defendant, and having
4	vs.	4	been first duly sworn, testified as follows:
5	JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, a national association; ROBERT M. HANKINS, an individual; CHRISTINE V. HANKINS, an individual; DOES 1 through 10 inclusive,	5	
6		6	EXAMINATION
7	Counter-Defendant/ Cross-Defendants.	7	BY MS. EBRON:
8		8	Q. Good afternoon. I'm Diana Cline Ebron. I
9	Appearances:	9	represent SFR Investments Pool 1, LLC, in this
10	For Plaintiff:	10	matter. Can you please state your name for the
11		11	record?
12	LINDSAY C. DEMAREE, ESQ.	12	A. Susan Lyn Newby.
13	Ballard Spahr LLC	13	Q. And are you okay, just as we did in the
14	100 North City Parkway	14	previous two depositions we had today, with
15	Suite 1750	15	incorporating your background testimony from the
16	Las Vegas, Nevada 89106-4617	16	deposition we took in Case Number A-12-672769-C,
17	(702) 471-7800	17	pages 4 through 97
18	BERNARD L. McPHERSON, ESQ.	18	A. Yes.
19	JPMorgan Chase & Co.	19	MS. EBRON: Counsel?
20	4 Chase Metrotech Center	20	MS. DEMAREE: Yes.
21	Floor 18	21	(Thereupon Defendant's Exhibit 1
22	Brooklyn, New York 11245	22	was marked for identification.)
23	(718) 243-1738	23	BY MS. EBRON:
24		24	Q. I'll show you a document that we'll mark as
25		25	Exhibit 1. Do you recognize this document?

1 A. This is the First Amended Notice of 30(b)(6)  
2 Deposition of JPMorgan Chase Bank, N.A.  
3 Q. On the second page, there are some  
4 definitions. The first definition is "the property,"  
5 which refers to the property located at 3263 Morning  
6 Springs Drive, Henderson, Nevada 89074; Parcel Number  
7 177-24-514-043. When I refer to "the property"  
8 during this deposition, I'll be referring to the  
9 property on Morning Springs Drive. Okay?  
10 A. Okay.  
11 Q. And it also defines "the association" as the  
12 Pebble Canyon Homeowners Association. So unless  
13 otherwise specified, whenever I talk about "the  
14 association," I'll be talking about the Pebble Canyon  
15 Homeowners Association. Okay?  
16 A. Okay.  
17 Q. It defines "the association foreclosure  
18 sale" as the auction held on March 1st, 2013, by  
19 Nevada Association Services, Inc., on behalf of the  
20 association. So whenever I'm talking about something  
21 that happened before the association foreclosure  
22 sale, I'll be looking to the date of March 1st, 2013.  
23 Okay?  
24 A. Okay.  
25 Q. Also, I may be referring to Nevada

1 Association Services, Inc., as "NAS."  
2 A. Okay.  
3 Q. There are topics starting on page 3 and  
4 going to page 6. Did you have a chance to review  
5 those in advance of today?  
6 A. Yes.  
7 Q. And are you the person that JPMorgan Chase  
8 Bank has designated to testify on behalf of these  
9 topics?  
10 A. Yes.  
11 (Thereupon Defendant's Exhibit 2  
12 was marked for identification.)  
13 BY MS. EBRON:  
14 Q. I'll show you the document that we'll mark  
15 as Exhibit 2. Do you recognize that document?  
16 A. It's the Deed of Trust.  
17 Q. And does that relate to the property on  
18 Morning Springs?  
19 A. Yes.  
20 Q. Is this something that is contained in  
21 Chase's business records?  
22 A. Yes.  
23 Q. And is it something you reviewed in  
24 preparation for your deposition?  
25 A. Yes.

1 Q. What else did you do to prepare for your  
2 deposition?  
3 A. I reviewed the servicing system. I reviewed  
4 the CCW system. The iVault system.  
5 Q. Anything else?  
6 A. And I reached out to our Investor Relations  
7 Group via e-mail.  
8 Q. Did you get a response from Investor  
9 Relations?  
10 A. Yes.  
11 Q. Was that also via e-mail?  
12 A. Yes.  
13 Q. Who is that from?  
14 A. I believe this one came from Kacy Klimet.  
15 Q. And what did you ask Investor Relations?  
16 A. I asked them about the sale of the loan. If  
17 they knew how much it was purchased for.  
18 Q. And did they have an answer?  
19 A. They didn't.  
20 Q. Do you know where they looked to try to find  
21 out that information?  
22 MS. DEMAREE: Object to the extent it calls  
23 for speculation.  
24 THE WITNESS: No.  
25 ///

1 BY MS. EBRON:  
2 Q. And what types of documents did you review  
3 in iVault?  
4 A. I reviewed all the documents that were  
5 there. Mortgage note, appraisals, HUD-1's,  
6 correspondence. Basically whatever was uploaded.  
7 Q. About how many documents were contained in  
8 iVault and associated with this loan?  
9 A. I don't know.  
10 Q. Like ten? A hundred?  
11 A. No. It's probably -- I'm guessing probably  
12 somewhere between 50 and 100.  
13 Q. And did you click on and look at each one of  
14 those?  
15 A. Yes.  
16 Q. When you reviewed CCW, did you find any  
17 information related to this loan?  
18 A. Yes.  
19 Q. What did you find?  
20 A. We received a notice of -- it was the Notice  
21 of Default, I believe.  
22 Q. When was that?  
23 A. In 2012, I believe.  
24 Q. Do you know when in 2012?  
25 A. I want to say October, but I don't remember



1 the exact date.  
2 Q. Did you see any other information in CCW  
3 related to this loan?  
4 A. There were other requests, but not related  
5 to the HOA.  
6 Q. And how can you tell that? Is that because  
7 they're labeled in a particular manner or where they  
8 were routed to?  
9 A. They have type and subtype categories.  
10 Q. So the Notice of Default, what was the type?  
11 A. HOA, I believe.  
12 Q. And do you know what the subtype was?  
13 A. I don't recall.  
14 Q. And it was routed to the HOA group?  
15 A. Yes.  
16 Q. Do you know who in the HOA group reviewed  
17 it?  
18 A. No.  
19 Q. Do you know if there were any other  
20 servicing notes that indicated receipt of the Notice  
21 of Default?  
22 A. Not that I'm aware of.  
23 Q. Did you see that copy of the Notice of  
24 Default in iVault?  
25 A. Yes.

1 Q. And was it scanned into the system in  
2 October of 2012?  
3 A. I believe so, yes.  
4 Q. And you could tell that because it shows the  
5 date that it was scanned?  
6 A. Yes.  
7 Q. In the servicing notes, did you see any  
8 references to the association, the lien or the  
9 association foreclosure?  
10 A. I saw nothing other than what was related to  
11 the Notice of Default.  
12 Q. I'm sorry?  
13 A. Nothing other than when we were talking  
14 about the notice.  
15 Q. That was in CCW; right?  
16 A. There was also correspondence entered into  
17 MSP.  
18 Q. Were there any others?  
19 A. Not that I'm aware of.  
20 Q. Did you review the payment history?  
21 A. Yes.  
22 Q. Did you see any payments made to a  
23 homeowners association?  
24 A. No.  
25 Q. Did you see any payments made to NAS?

1 A. No.  
2 Q. Did you see any communication in the  
3 servicing notes or in iVault with the borrower about  
4 the association lien, assessments or foreclosure?  
5 A. No.  
6 Q. I guess I should say "borrowers" in this  
7 case. Going back to Exhibit 2. Who was the  
8 originating lender for this loan?  
9 A. GreenPoint Mortgage Funding, Inc.  
10 Q. When was it originated?  
11 A. In 2006.  
12 Q. Is Chase the servicer for this loan?  
13 A. Yes.  
14 Q. When did Chase become the servicer?  
15 A. September 2008.  
16 Q. Do you know who the servicer was before  
17 September 2008?  
18 A. Washington Mutual.  
19 Q. And so did Chase become the servicer when it  
20 acquired Washington Mutual through the FDIC?  
21 A. Yes.  
22 Q. Is Chase also the investor of this loan?  
23 A. No.  
24 Q. Who is the investor?  
25 A. Freddie Mac.

1 Q. When did Freddie Mac become the investor?  
2 A. September 2007.  
3 Q. How do you know that?  
4 A. I saw it in the MERS milestones and our  
5 transfer in the LTH screen.  
6 Q. Do you know how much Freddie Mac paid to  
7 become the investor?  
8 MS. DEMAREE: Object to the extent it calls  
9 for speculation.  
10 THE WITNESS: No.  
11 BY MS. EBRON:  
12 Q. Do you know if Washington Mutual was ever  
13 the investor?  
14 A. Not that I'm aware of.  
15 Q. Who sold the loan to Freddie Mac?  
16 A. Bank of America as trustee.  
17 Q. What was Bank of America the trustee of?  
18 MS. DEMAREE: Object to the extent it calls  
19 for speculation and to the extent it calls for a  
20 legal conclusion.  
21 THE WITNESS: And I don't have an answer for  
22 that.  
23 BY MS. EBRON:  
24 Q. How do you know it was Bank of America as  
25 trustee?

1 A. The MERS milestones indicated that Bank of  
2 America was the trustee.  
3 Q. It just says Bank of America as trustee or  
4 Bank of America trustee, or did it have additional  
5 information that you just can't remember right now?  
6 A. No, I think it only said Bank of America as  
7 trustee. I don't remember it saying anything else.  
8 Q. Did you see any documents contained in  
9 iVault that had to do with the transfer of the loan  
10 or the sale of the loan from Bank of America to  
11 Freddie Mac?  
12 A. No.  
13 Q. Where would those documents be stored?  
14 MS. DEMAREE: Object to the extent it calls  
15 for speculation.  
16 THE WITNESS: I don't know.  
17 BY MS. EBRON:  
18 Q. Do you know who input the information or  
19 what department was responsible for inputting the  
20 information into the MERS milestones where you saw  
21 that Freddie Mac has an interest in this loan in  
22 2007?  
23 MS. DEMAREE: Objection. Calls for  
24 speculation.  
25 THE WITNESS: No.

1 BY MS. EBRON:  
2 Q. Do you know who input the information or  
3 what department was responsible for inputting the  
4 information into -- I believe you said the LTH  
5 screen?  
6 MS. DEMAREE: Same objection.  
7 THE WITNESS: No.  
8 BY MS. EBRON:  
9 Q. I apologize. I may have asked this already.  
10 Do you know if there was any other servicer before  
11 Washington Mutual?  
12 A. Yes.  
13 Q. Who was that?  
14 A. GreenPoint Mortgage Funding, Inc.  
15 Q. Do you know when GreenPoint stopped being  
16 the servicer?  
17 A. September 2007.  
18 Q. And that was when Washington Mutual became  
19 the servicer?  
20 A. Yes.  
21 Q. And then a year later it was Chase; right,  
22 as the servicer?  
23 A. Close to a year later, yes.  
24 Q. Do you know when Bank of America became the  
25 investor?

1 A. In 2006.  
2 MS. DEMAREE: I'll object to the extent that  
3 calls for speculation.  
4 BY MS. EBRON:  
5 Q. Was that information included in the MERS  
6 milestones?  
7 A. Yes.  
8 Q. Did you see any indication in the file that  
9 Chase notified Freddie Mac about this litigation?  
10 MS. DEMAREE: Object to the extent it calls  
11 for attorney/client privileged information.  
12 THE WITNESS: No.  
13 BY MS. EBRON:  
14 Q. Did you see any information in the file that  
15 suggested that Chase notified the FHFA about this  
16 litigation?  
17 MS. DEMAREE: Objection to the extent that  
18 it calls for attorney/client privilege.  
19 THE WITNESS: No.  
20 BY MS. EBRON:  
21 Q. Did Chase attain consent from Freddie Mac to  
22 file this lawsuit?  
23 MS. DEMAREE: Objection. Legal conclusion.  
24 THE WITNESS: Not that I'm aware of.  
25 ///

1 BY MS. EBRON:  
2 Q. Did Chase obtain consent from the FHFA to  
3 file this lawsuit?  
4 MR. McPHERSON: Objection.  
5 MS. DEMAREE: Objection. Calls for a legal  
6 con.  
7 THE WITNESS: Not that I'm aware of.  
8 BY MS. EBRON:  
9 Q. Are there any recorded documents that show  
10 that Freddie Mac is the investor?  
11 MS. DEMAREE: Object to the extent it falls  
12 outside the depo notice.  
13 THE WITNESS: Not that I'm aware of.  
14 BY MS. EBRON:  
15 Q. Looking in the Deed of Trust that's marked  
16 as Exhibit 2. On the second page, it references in  
17 paragraph F a Promissory Note. Do you see that?  
18 A. Where are you at?  
19 Q. It's the page that's Bates-stamped  
20 Chase-Hawkins 0025, paragraph F.  
21 A. Okay. I'm there.  
22 Q. Do you see that it references a Promissory  
23 Note dated June 7th, 2006?  
24 A. Yes.  
25 Q. Have you seen a copy of that Promissory



1 Note?  
2 A. Yes.  
3 Q. Have you seen the original wet-ink-signature  
4 Promissory Note?  
5 A. No.  
6 Q. Do you know where it is?  
7 A. Monroe, Louisiana.  
8 Q. How do you know that?  
9 A. Because I've seen a chain of custody report.  
10 Q. Have you talked to anybody who's seen the  
11 original wet-ink-signature Promissory Note?  
12 A. No.  
13 Q. Did you talk to anyone besides your  
14 attorneys in preparation for your deposition outside  
15 of the e-mails with Investor Relations?  
16 A. No.  
17 Q. How many endorsements are on the promissory  
18 note as it exists today, if any?  
19 A. One, I believe.  
20 Q. Who is it from, and who is it to?  
21 A. I think it's from GreenPoint to Washington  
22 Mutual.  
23 Q. Not to Freddie Mac?  
24 A. No.  
25 Q. And not to Bank of America?

1 business records?  
2 A. Yes.  
3 Q. Are they stored in iVault?  
4 A. Yes.  
5 Q. Did you review those documents?  
6 A. Yes.  
7 Q. Did that include documents from the  
8 origination of the loan, or were they included in the  
9 documents received from Washington Mutual?  
10 A. There would have been origination documents.  
11 Q. Do you know if the originating lender based  
12 on your review of the documents considered the amount  
13 of the homeowners association liens in qualifying the  
14 borrowers for the loan?  
15 MS. DEMAREE: Object to the extent that it  
16 calls for speculation.  
17 THE WITNESS: I don't know.  
18 MS. DEMAREE: It's also outside the scope.  
19 BY MS. EBRON:  
20 Q. Do you know if the taxes were escrowed for  
21 this loan?  
22 A. Yes.  
23 Q. How do you know that?  
24 A. A review of the payment history.  
25 Q. Were the homeowners association dues

1 A. No.  
2 Q. Are there any allonges to the note?  
3 A. Yes.  
4 Q. Just one?  
5 A. One.  
6 Q. Are there any endorsements on the allonge?  
7 A. Not that I'm aware of.  
8 MS. DEMAREE: Just for clarification; are  
9 you talking about like another endorsement stamp, or  
10 are you talking about the content of the allonges?  
11 BY MS. EBRON:  
12 Q. Well, what is the content of the allonge?  
13 A. It's payable to JPMorgan Chase.  
14 Q. From?  
15 A. Washington Mutual, I believe.  
16 Q. Is Freddie Mac mentioned anywhere on the  
17 note as far as in the endorsements or on the allonge?  
18 A. Not that I'm aware of.  
19 Q. Is there more than one allonge?  
20 A. Not that I'm aware of am.  
21 Q. When Chase became the servicer in September  
22 of 2008, did it receive documents from Washington  
23 Mutual?  
24 A. Yes.  
25 Q. And were those incorporated into Chase's

1 escrowed for this loan?  
2 A. No.  
3 Q. Do you know why not?  
4 MS. DEMAREE: Objection. Scope.  
5 Speculation.  
6 THE WITNESS: No.  
7 BY MS. EBRON:  
8 Q. What is Mortgage Electronic Registration  
9 System Inc.'s relationship to this Deed of Trust  
10 that's Exhibit 2?  
11 A. For my purposes, they're a tracking system.  
12 Q. Now on this copy of the Deed of Trust that  
13 was produced by Chase, right next to the title on the  
14 front page it says MIN, and then it's redacted. Do  
15 you have an understanding of what information was  
16 redacted?  
17 A. That would have been the MIN number.  
18 Q. And that's the number that's used to  
19 identify this Deed of Trust?  
20 A. In the MERS system, yes.  
21 Q. Is there a copy of the homeowners  
22 association CC&Rs in Chase business records?  
23 A. Not that I'm aware of.  
24 Q. Do you know if GreenPoint had a copy of the  
25 CC&Rs when it originated the loan?

1 MS. DEMAREE: Objection. Calls for  
2 speculation.  
3 THE WITNESS: I don't know.  
4 BY MS. EBRON:  
5 Q. Is it safe to say that GreenPoint Mortgage  
6 was aware that the property was located within a  
7 homeowners association because there is a planned  
8 unit development rider attached to the Deed of Trust?  
9 MS. DEMAREE: Object to the extent that it's  
10 vague and ambiguous about what "aware" means. To the  
11 extent it calls for speculation.  
12 THE WITNESS: I don't know what GreenPoint  
13 was aware of.  
14 BY MS. EBRON:  
15 Q. Do you know if Freddie Mac knew that this  
16 loan -- that this property was located within a  
17 homeowners association when it purchased the loan?  
18 MR. McPHERSON: Objection. Calls for  
19 speculation.  
20 MS. DEMAREE: I think it also falls outside  
21 the scope.  
22 THE WITNESS: I don't know.  
23 BY MS. EBRON:  
24 Q. Was Chase aware that this property was  
25 located within a homeowners association when it began

1 THE WITNESS: Not that I'm aware of.  
2 (Thereupon Defendant's Exhibit 3  
3 was marked for identification.)  
4 BY MS. EBRON:  
5 Q. I'll show you a document that we'll mark as  
6 Exhibit 3. Do you recognize this document?  
7 A. It's a Grant, Bargain, Sale Deed.  
8 Q. Is this something that is contained in Chase  
9 business records?  
10 A. Not that I'm aware of.  
11 Q. Is it your understanding that this is a  
12 Grant, Bargain, Sale Deed conveying the property to  
13 the borrowers under the Deed of Trust?  
14 MS. DEMAREE: Object to the extent it calls  
15 for a legal conclusion.  
16 THE WITNESS: It names the borrowers as  
17 Robert M. Hawkins and Christine V. Hawkins.  
18 BY MS. EBRON:  
19 Q. And those are the borrowers under the Deed  
20 of Trust?  
21 A. Yes.  
22 (Thereupon Defendant's Exhibit 4  
23 was marked for identification.)  
24 BY MS. EBRON:  
25 Q. I hand you a document marked as Exhibit 4.

1 servicing the loan?  
2 MS. DEMAREE: Objection. Outside the scope.  
3 THE WITNESS: Not that I'm aware of.  
4 BY MS. EBRON:  
5 Q. Are there any particular provisions in the  
6 CC&Rs that Chase relied on or is relying on in its  
7 servicing of the loan?  
8 MS. DEMAREE: Object to the extent it calls  
9 for a legal conclusion and lack of foundation. It's  
10 also outside the scope.  
11 THE WITNESS: Not that I'm aware of.  
12 BY MS. EBRON:  
13 Q. Do you know if there are any particular  
14 provisions in the CC&Rs that GreenPoint relied on  
15 when it originated the Deed of Trust?  
16 MS. DEMAREE: Objection. Calls for a legal  
17 conclusion. Speculation. Outside the scope.  
18 THE WITNESS: Not that I'm aware of.  
19 BY MS. EBRON:  
20 Q. Do you know if there are any provisions in  
21 the CC&Rs that Freddie Mac relied on when purchasing  
22 the loan?  
23 MS. DEMAREE: Objection. Calls for  
24 speculation. Calls for a legal conclusion. Outside  
25 the scope.

1 Do you recognize this document?  
2 A. It's an Assignment of Deed of Trust.  
3 Q. Who's that from and who is that to?  
4 A. "The undersigned hereby grants, assigns and  
5 transfers to JPMorgan Bank, National Association, all  
6 beneficial interest under that certain Deed of Trust  
7 dated 6/7/2006 from Mortgage Electronic Registration  
8 Systems, Inc."  
9 Q. Is it your understanding that this is an  
10 Assignment of the Deed of Trust marked as Exhibit 2?  
11 A. Yes.  
12 Q. And this Assignment of Deed of Trust also  
13 notes that it is together with a note or notes  
14 described therein as secured thereby; right?  
15 MS. DEMAREE: Object to the extent it calls  
16 for a legal conclusion.  
17 THE WITNESS: It states, "Together with the  
18 note or notes therein described and secured thereby."  
19 BY MS. EBRON:  
20 Q. When was this Assignment executed?  
21 A. October 26th, 2009.  
22 Q. Do you know who Colleen Irby is?  
23 A. Yes.  
24 Q. Who is that?  
25 A. She was an employee of California

1 Reconveyance Company.  
2 Q. How do you know that?  
3 A. Because I know Colleen Irby.  
4 Q. So she was an employee of California  
5 Reconveyance Company, but also an officer of Mortgage  
6 Electronic Registration Systems, Inc.; is that right?  
7 MS. DEMAREE: Object to the extent it calls  
8 for speculation.  
9 THE WITNESS: It's the way she signed.  
10 BY MS. EBRON:  
11 Q. Do you have an understanding of who is  
12 entitled to be or who can be an officer and sign on  
13 behalf of MERS?  
14 A. No.  
15 Q. If Freddie Mac became the owner of the loan  
16 in 2007, why was there an Assignment of the Deed of  
17 Trust and the Note to JPMorgan Chase in 2009?  
18 MR. McPHERSON: Objection. Outside the  
19 scope and calls for speculation.  
20 THE WITNESS: I don't know.  
21 BY MS. EBRON:  
22 Q. Who might know that?  
23 MS. DEMAREE: Same objection.  
24 THE WITNESS: I don't know.  
25 ///

1 Beneficiary under said Deed of Trust, and, whereas,  
2 the undersigned desires to substitute a new Trustee  
3 under said Deed of Trust in the place of and stead of  
4 said original Trustee thereunder.  
5 "Now, therefore, the undersigned Beneficiary  
6 hereby substitutes California Reconveyance Company as  
7 Trustee of Said Deed of Trust."  
8 Q. The signature block is again Colleen Irby?  
9 A. Yes.  
10 Q. But this time it says "JPMorgan Chase Bank,  
11 National Association," and that she's an officer; is  
12 that correct?  
13 MS. DEMAREE: Object to the extent it calls  
14 for speculation and a legal conclusion.  
15 THE WITNESS: As far as I'm aware.  
16 BY MS. EBRON:  
17 Q. So she was an officer of JPMorgan Chase  
18 Bank, National Association, and an employee of  
19 California Reconveyance Company and an officer of  
20 MERS?  
21 A. As far as I'm aware.  
22 Q. This relates back to the Deed of Trust that  
23 we marked as Exhibit 2; right?  
24 A. Yes.  
25 ///

1 BY MS. EBRON:  
2 Q. In your review of the file, did you see any  
3 assignments to Freddie Mac?  
4 A. No.  
5 Q. Did you see any unrecorded assignments?  
6 A. Not that I recall.  
7 (Thereupon Defendant's Exhibit 5  
8 was marked for identification.)  
9 BY MS. EBRON:  
10 Q. I show you a document that we'll mark as  
11 Exhibit 5. Do you recognize this document?  
12 A. It's a Substitution of Trustee.  
13 Q. Who was being substituted as trustee through  
14 this document?  
15 A. It says, "Marin Conveyancing Corp. was the  
16 original Trustee, and Mortgage Electronic  
17 Registration Systems, Inc., solely as nominee for  
18 lender. GreenPoint Mortgage Funding, Inc., its  
19 successors and assigns was the original beneficiary  
20 under that certain Deed of Trust dated 6/7/2006,  
21 recorded 6/12/2006, Book 20060612, page instrument  
22 0003526 of Official Records in the office of the  
23 Recorder of Clark County, Nevada.  
24 "Whereas JPMorgan Chase Bank, National  
25 Association, the undersigned, is the present

1 (Thereupon Defendant's Exhibit 6  
2 was marked for identification.)  
3 BY MS. EBRON:  
4 Q. I'll show you a document that we'll mark as  
5 Exhibit 6. Do you recognize this document?  
6 A. Yes. It's a notice of default and election  
7 to sell under the Deed of Trust.  
8 Q. And this was reported by California  
9 Reconveyance Company on behalf of Chase?  
10 A. Yes.  
11 Q. In the second full paragraph it mentions a  
12 delinquency as of July 1st, 2009. Do you see that?  
13 A. Yes.  
14 Q. Is that consistent with the payment history  
15 that you reviewed?  
16 A. Yes.  
17 Q. Do you know if there were any payments made  
18 after this Notice of Default was recorded?  
19 A. Not that I recall.  
20 (Thereupon Defendant's Exhibit 7  
21 was marked for identification.)  
22 BY MS. EBRON:  
23 Q. I'll show you a document we'll mark as  
24 Exhibit 7. Do you recognize this document?  
25 A. It's a Notice of Claim of Lien for Solid



1 Waste Services.  
2 Q. Is this something that's contained in  
3 Chase's business record?  
4 A. I've seen the notice. I can't remember if I  
5 saw it in our records or as part of something that I  
6 have seen reviewing with counsel, but I have seen  
7 this.  
8 Q. If this was received by Chase, would there  
9 have been a route opened in CCW?  
10 MR. McPHERSON: Objection to the extent it  
11 calls for speculation.  
12 THE WITNESS: There should have been.  
13 BY MS. EBRON:  
14 Q. Just generally this is the type of document  
15 that it would have been?  
16 A. (Inaudible response.)  
17 (Thereupon Defendant's Exhibit 8  
18 was marked for identification.)  
19 BY MS. EBRON:  
20 Q. I'll show you a document that we'll mark as  
21 Exhibit 8. Do you recognize this document?  
22 A. It's a Notice of Delinquent Assessment Lien.  
23 Q. Is this something that's contained in  
24 Chase's business records?  
25 A. Not that I'm aware of.

1 A. Yes.  
2 Q. Do you know if the document was date  
3 stamped?  
4 A. Not that I recall, no.  
5 (Thereupon Defendant's Exhibit 10  
6 was marked for identification.)  
7 BY MS. EBRON:  
8 Q. I'll show you a document marked as Exhibit  
9 10. Do you recognize this document?  
10 A. It's a Notice of Foreclosure Sale.  
11 Q. Was this something that's contained in Chase  
12 business records?  
13 A. Not that I'm aware of.  
14 (Thereupon Defendant's Exhibit 11  
15 Was Marked For Identification.)  
16 BY MS. EBRON:  
17 Q. I'll show you a Document that we marked as  
18 Exhibit 11. This is another of what appears to be  
19 another copy of the Notice of Trustee's Sale minus  
20 the recording page and with some information  
21 redacted. Have you seen this before?  
22 A. I saw it in reviewing for this deposition.  
23 Q. Where did you see it?  
24 A. It's part of documents provided by counsel.  
25 Q. Do you know where it came from?

1 (Thereupon Defendant's Exhibit 9  
2 was marked for identification.)  
3 BY MS. EBRON:  
4 Q. I'll show you a document that we'll mark as  
5 Exhibit 9. Do you recognize this document?  
6 A. It's a Notice of Default and Election to  
7 Sell under Homeowners Association Lien.  
8 Q. And this relates to the property on Morning  
9 Springs; right?  
10 A. Yes.  
11 Q. Do you know what information has been  
12 redacted from this page?  
13 A. No.  
14 Q. You mentioned a Notice of Default that you  
15 saw a route opened for in 2012?  
16 A. Yes.  
17 Q. Do you know if this is a copy of the  
18 document that was received by Chase?  
19 A. It appears to be.  
20 Q. Do you know if the document that was  
21 received by Chase was date stamped?  
22 MS. DEMAREE: Object to the term "date  
23 stamped."  
24 BY MS. EBRON:  
25 Q. Do you know what "date stamp" means?

1 A. No.  
2 Q. And you don't know what information is  
3 redacted?  
4 A. No.  
5 (Thereupon Defendant's Exhibit 12  
6 was marked for identification.)  
7 BY MS. EBRON:  
8 Q. I'll show you a document that we'll mark as  
9 Exhibit 12. Do you recognize that document?  
10 A. It's a Substitution of Trustee.  
11 Q. Who is being substituted?  
12 A. The trustee was changing to National Default  
13 Servicing Corporation.  
14 Q. This substitution is of the trustee in the  
15 Deed of Trust marked as Exhibit 2?  
16 A. Yes.  
17 (Thereupon Defendant's Exhibit 13  
18 was marked for identification.)  
19 BY MS. EBRON:  
20 Q. I'll show you a document that we will mark  
21 as Exhibit 13. Do you recognize that document?  
22 A. It's a foreclosure deed.  
23 Q. Is this something that's contained in  
24 Chase's business records?  
25 A. No.

1 Q. Did Chase attend the auction on March 1st,  
2 2013?  
3 A. No.  
4 Q. Is there a reason why Chase did not attend  
5 the auction on March 1st, 2013?  
6 MR. McPHERSON: Objection to the extent it  
7 calls for speculation.  
8 THE WITNESS: I don't know.  
9 BY MS. EBRON:  
10 Q. There's a sentence in -- this whole  
11 paragraph says, "Agent states that," and it says,  
12 "This conveyance is made pursuant to the powers  
13 conferred upon agent by Nevada Revised Statutes, the  
14 Pebble Canyon HOA governing documents (CC&R's) and  
15 that certain Notice of Delinquent Assessment Lien  
16 described herein." Do you see that?  
17 A. Yes.  
18 Q. Does Chase have any reason to dispute that?  
19 MR. McPHERSON: Objection to the extent it  
20 calls for a legal conclusion.  
21 THE WITNESS: Not that I'm aware.  
22 BY MS. EBRON:  
23 Q. It says, "Default occurred as set forth in a  
24 Notice of Default and Election to Sell, recorded on  
25 September 20th, 2012, as Instrument Number 0001446,

1 Book 20120920, which was recorded in the office of  
2 the recorder of said county." Did I read that  
3 correctly?  
4 A. Yes.  
5 Q. Does Chase have any reason to dispute that?  
6 MR. McPHERSON: Same objection.  
7 THE WITNESS: Not that I'm aware of.  
8 BY MS. EBRON:  
9 Q. The next sentence says, "Nevada Association  
10 Services, Inc., has complied with all requirements of  
11 law, including, but not limited to, the elapsing of  
12 90 days, mailing of copies of Notice of Delinquent  
13 Assessment and Notice of Default and the posting and  
14 publication of the Notice of Sale." Did I read that  
15 correctly?  
16 A. Yes.  
17 Q. Does Chase have any reason to dispute that?  
18 MS. DEMAREE: Same objection. And I'll also  
19 object that this lacks foundation.  
20 THE WITNESS: Not that I'm aware of.  
21 BY MS. EBRON:  
22 Q. It says, "Said property was sold by said  
23 agent on behalf of Pebble Canyon HOA at public  
24 auction on 3/1/2013, at the place indicated on the  
25 Notice of Sale." Does Chase have any reason to

1 dispute that?  
2 MS. DEMAREE: Same objections.  
3 THE WITNESS: Not that I'm aware of.  
4 BY MS. EBRON:  
5 Q. And it says, "Grantee," which is defined  
6 above as SFR Investments Pool 1, LLC, "being the  
7 highest bidder at such sale became the purchaser of  
8 said property and paid therefore to said agent the  
9 amount bid, \$3,700 in lawful money of the  
10 United States, or by satisfaction, pro tanto, of the  
11 obligations then secured by the Delinquent Assessment  
12 Lien." Did I read that correctly?  
13 A. Yes.  
14 Q. Does Chase have any reason to dispute that?  
15 MS. DEMAREE: Same objections.  
16 THE WITNESS: Not that I'm aware of.  
17 BY MS. EBRON:  
18 Q. Does Chase have any knowledge about the  
19 events on the day of the sale?  
20 MR. McPHERSON: Objection to the extent it  
21 calls for speculation.  
22 THE WITNESS: Not that I'm aware of.  
23 MS. DEMAREE: I'll also object that it lacks  
24 foundation.  
25 ///

1 (Thereupon Defendant's Exhibit 14  
2 was marked for identification.)  
3 BY MS. EBRON:  
4 Q. I'll show you a document that we marked as  
5 Exhibit 14. Do you recognize this document?  
6 A. It's the Residential Broker Price Opinion.  
7 MS. DEMAREE: I'll object to the extent this  
8 is outside the scope of the deposition notice.  
9 BY MS. EBRON:  
10 Q. I think that this is dated February 13th,  
11 2011. I can't read it very well.  
12 MS. DEMAREE: I didn't see -- maybe I missed  
13 it.  
14 MS. EBRON: At the top right.  
15 MS. DEMAREE: I didn't see a topic about  
16 evaluation in this notice.  
17 MS. EBRON: Oh, no. I'm actually saying I  
18 can't really tell when this is dated.  
19 BY MS. EBRON:  
20 Q. Can you?  
21 A. I would agree that it's February 13th, 2011,  
22 but it's not very clear.  
23 Q. Do you remember seeing a valuation from  
24 February 2011 in the file?  
25 A. I believe so, yes.

1 Q. Do you know if there are any other  
2 valuations?  
3 A. I believe there's one other one.  
4 Q. Do you know when that was from?  
5 A. I want to say it was 2014, but I'm not a  
6 hundred percent sure.  
7 Q. Do you know if there was an evaluation done  
8 at origination?  
9 MS. DEMAREE: Object to the extent it calls  
10 for speculation.  
11 THE WITNESS: I believe so.  
12 BY MS. EBRON:  
13 Q. Did you see an appraisal or other type of  
14 valuation in the documents that appear to be from the  
15 origination?  
16 A. I believe there was an appraisal.  
17 Q. Do you know how much that was for?  
18 A. No.  
19 Q. Was this borrower or these borrowers ever  
20 considered for a loan modification?  
21 MS. DEMAREE: Object to the extent it calls  
22 for speculation, and it is outside the scope of the  
23 deposition notice.  
24 THE WITNESS: I don't recall.  
25 ///

1 A. Not that I recall.  
2 Q. Where would those normally be stored if  
3 there were communications?  
4 A. They should have been in our servicing  
5 system.  
6 Q. After receiving the Notice of Default in  
7 2012, did Chase take any action in relation to the  
8 association lien?  
9 MS. DEMAREE: Object to any action. That's  
10 vague and ambiguous. But you can answer.  
11 THE WITNESS: Not that I'm aware of.  
12 BY MS. EBRON:  
13 Q. So Chase didn't make any payments on the  
14 lien?  
15 A. Not that I'm aware of.  
16 Q. Chase didn't hire outside counsel to handle  
17 the lien somehow?  
18 MS. DEMAREE: Object to the extent it's  
19 outside the scope of the notice.  
20 THE WITNESS: I'm not aware that they hired  
21 counsel to specifically handle an HOA lien.  
22 BY MS. EBRON:  
23 Q. And Chase didn't send any letters to the  
24 borrower about the delinquency?  
25 A. Not that I'm aware of.

1 BY MS. EBRON:  
2 Q. In your review of the file, did you have any  
3 loan modification applications?  
4 MS. DEMAREE: Same objections.  
5 THE WITNESS: I don't recall.  
6 BY MS. EBRON:  
7 Q. And I apologize if I asked you that. Was  
8 there ever a trustees sale guarantee obtained in  
9 connection with the foreclosure of the Deed of Trust?  
10 A. Not that I recall.  
11 Q. Do you know if these borrowers were ever  
12 considered for a short sale?  
13 MS. DEMAREE: Object to scope and to the  
14 extent it calls for speculation.  
15 THE WITNESS: Not that I recall.  
16 BY MS. EBRON:  
17 Q. Do you ever recall seeing any short sale  
18 application in your review of the file?  
19 A. No.  
20 MS. DEMAREE: Object to scope.  
21 BY MS. EBRON:  
22 Q. In your review of the file, did you see any  
23 communication between Chase and anyone else about the  
24 association lien, dues, foreclosure, anything related  
25 to the association lien?

1 Q. And Chase didn't call the borrowers about  
2 the delinquency of the HOA lien?  
3 A. Not that I'm aware of.  
4 Q. Did Chase try to contact NAS at all about  
5 the association lien?  
6 A. Not that I'm aware of.  
7 Q. Did Chase try to contact the association  
8 about the association lien?  
9 A. Not that I'm aware of.  
10 Q. Does Chase claim that it tried to pay, but  
11 was thwarted somehow by the association or NAS?  
12 MR. McPHERSON: Objection. Seeks or calls  
13 for a legal conclusion or speculation.  
14 THE WITNESS: Not that I'm aware of.  
15 BY MS. EBRON:  
16 Q. Does Chase have any information about the  
17 relationship between SFR and NAS as it pertains to  
18 this sale?  
19 MS. DEMAREE: Objection to scope.  
20 THE WITNESS: Not that I'm aware of.  
21 BY MS. EBRON:  
22 Q. Does Chase have any information in its file  
23 about the relationship between SFR Investments Pool  
24 1, LLC, and the association?  
25 A. Not that I'm aware of.



1 Q. In your review of the file, did you see any  
2 indication that the borrowers filed bankruptcy?  
3 A. Yes.  
4 Q. When was that?  
5 MS. DEMAREE: I'll object to scope.  
6 THE WITNESS: I don't recall the exact date.  
7 BY MS. EBRON:  
8 Q. Do you know if it was before or after the  
9 association foreclosure sale?  
10 A. I think it was before the foreclosure  
11 association sale.  
12 Q. Do you know if it was -- do you know if it  
13 was before September 20th, 2012?  
14 MS. DEMAREE: I'll just object that there's  
15 nothing in the depo notice about the borrower's  
16 bankruptcy.  
17 THE WITNESS: I don't recall the exact date.  
18 BY MS. EBRON:  
19 Q. Is Chase claiming that the sale was  
20 inappropriate because there was an automatic stay in  
21 place because of the bankruptcy?  
22 MR. McPHERSON: Objection to the extent it  
23 calls for a legal conclusion.  
24 THE WITNESS: Not that I'm aware of.  
25 ///

1 Q. Did you ask anyone where you would find  
2 evidence of communications with the FHFA specific to  
3 the first Deed of Trust or underlying Promissory  
4 Note?  
5 A. No.  
6 Q. What about communications with the investor  
7 of a loan? You're saying that's Freddie Mac; right?  
8 A. Yes.  
9 Q. Did you see any communication between Chase  
10 and Freddie Mac that mention the association lien,  
11 assessments or association foreclosures as it relates  
12 to the property?  
13 MS. DEMAREE: Just object to the extent it  
14 calls for privileged communication.  
15 MS. EBRON: I'm not asking for the content  
16 of those at this moment. I'm just asking if there  
17 were any.  
18 THE WITNESS: Not that I saw.  
19 BY MS. EBRON:  
20 Q. At the time of the association foreclosure  
21 sale and at the time before that when the notices  
22 were going out, September of 2012, so between  
23 September 2012 and March 1st of 2013, did Chase have  
24 any practices, policies and procedures applicable to  
25 the property for handling association liens?

1 BY MS. EBRON:  
2 Q. When did Chase first find out that SFR  
3 Investments Pool 1, LLC, purchased the property at  
4 the association foreclosure sale?  
5 MS. DEMAREE: Objection. Scope.  
6 THE WITNESS: I don't know.  
7 BY MS. EBRON:  
8 Q. Has Chase ever communicated with the FHFA  
9 about the first Deed of Trust or underlying  
10 promissory note?  
11 MS. DEMAREE: Objection to the extent that  
12 it calls for attorney/client privileged information.  
13 MR. McPHERSON: I'll also object as to  
14 privilege.  
15 THE WITNESS: Not that I'm aware of.  
16 BY MS. EBRON:  
17 Q. Did you look to see if there were  
18 communications with the FHFA?  
19 A. There wasn't anything in the notes that I  
20 reviewed.  
21 Q. Would you expect to see communication with  
22 the FHFA in the notes that you reviewed or the types  
23 of notes that you reviewed, or would you expect to  
24 see that somewhere else?  
25 A. I don't know.

1 A. There were policies that were in flux as of  
2 this loan. The notice we received was loaded into  
3 IVault. A route was opened to the appropriate  
4 department for review, but no action was taken on it.  
5 Q. Do you know the factual basis for Chase's  
6 allegation that the first Deed of Trust was not  
7 extinguished by the association foreclosure sale?  
8 MR. McPHERSON: Objection to the extent it  
9 calls for a legal conclusion.  
10 THE WITNESS: No.  
11 BY MS. EBRON:  
12 Q. Do you know Chase's factual basis for its  
13 allegation, if any, that SFR is not a bona fide  
14 purchaser for value?  
15 MS. DEMAREE: Same objection.  
16 THE WITNESS: No.  
17 BY MS. EBRON:  
18 Q. Do you know Chase's factual basis for its  
19 allegation, if any, that the circumstances  
20 surrounding the association foreclosure sale  
21 constitutes fraud, oppression or unfairness?  
22 MS. DEMAREE: Same objection.  
23 THE WITNESS: No.  
24 MS. EBRON: I'm done.  
25 MR. McPHERSON: Okay. Thank you.

(Thereupon the taking of the  
deposition was concluded at  
4:34 p.m.)

\* \* \* \* \*

REPORTER'S CERTIFICATE

STATE OF NEVADA }  
COUNTY OF CLARK } ss:

I, Jane V. Blaw, CCR No. 601, do hereby certify:

That I reported the taking of the deposition of  
the witness, SUSAN LYN NEWBY, at the time and place  
aforesaid;

That prior to being examined, the witness was by  
me duly sworn to testify to the truth, the whole  
truth, and nothing but the truth;

That I thereafter transcribed my shorthand notes  
into typewriting and that the typewritten transcript  
of said deposition is a complete, true and accurate  
transcription of said shorthand notes taken down at  
said time, and that a request has been made to review  
the transcript.

I further certify that I am not a relative or  
employee of counsel of any party involved in said  
action, nor a relative or employee of the parties  
involved in said action, nor a person financially  
interested in the action.

Dated at Las Vegas, Nevada, this \_\_\_\_\_ day of  
\_\_\_\_\_, 2016.

Jane V. Blaw, CCR #601

CERTIFICATE OF DEPOSITION

PAGE LINE CHANGE REASON

\* \* \* \* \*

I, SUSAN LYN NEWBY, deponent herein, do  
hereby certify and declare the within and foregoing  
transcription to be my deposition in said action;  
that I have read, corrected and do hereby affix my  
signature to said deposition.

SUSAN LYN NEWBY, Dependent



## 1

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30(b)(6) Susan Lyn Newby - April 21, 2016  
JP Morgan Chase Bank, N.A. vs. SFR Investments Pool 1, LLC

	43:24	4:15	call (1)
\$	application (1)	Bank (16)	40:1
\$3,700 (1)	38:18	5:2;6:8;12:16,17,24;13:1,3,	called (1)
35:9	applications (1)	4,6,10;14:24;17:25;24:5;	4:3
/	38:3	26:24;27:10,18	calls (35)
/// (7)	appraisal (2)	bankruptcy (3)	7:22;12:8,18,19;13:14,23;
7:25;15:25;25:25;27:25;	37:13,16	41:2,16,21	15:3,10,18;16:5;19:16;21:1,
35:25;37:25;41:25	appraisals (1)	Bargain (2)	11,18;22:8,16,23,24;23:14;
A	8:5	23:7,12	24:15;25:7,19;27:13;29:11;
	appropriate (1)	based (1)	33:7,20;35:21;37:9,21;38:14;
	44:3	19:11	40:12;41:23;42:12;43:14;
	Assessment (4)	Basically (1)	44:9
	29:22;33:15;34:13;35:11	8:6	came (2)
	assessments (2)	basis (3)	7:14;31:25
A-12-672769-C (1)	11:4;43:11	44:5,12,18	Can (5)
4:16	Assignment (5)	Bates-stamped (1)	4:10;9:6;25:12;36:20;39:10
above (1)	24:2,10,12,20;25:16	16:19	Canyon (4)
35:6	assignments (2)	became (5)	5:12,14;33:14;34:23
acquired (1)	26:3,5	14:18,24;18:21;25:15;35:7	Case (2)
11:20	assigns (2)	become (4)	4:16;11:7
action (3)	24:4;26:19	11:14,19;12:1,7	categories (1)
39:7,9;44:4	associated (1)	began (1)	9:9
actually (1)	8:8	21:25	CC&Rs (5)
36:17	association (42)	behalf (5)	20:22,25;22:6,14,21
additional (1)	5:11,12,14,15,17,19,20,21;	5:19;6:8;25:13;28:9;34:23	CC&R's (1)
13:4	6:1;10:8,9,23;11:4;19:13,25;	beneficial (1)	33:14
advance (1)	20:22;21:7,17,25;24:5;26:25;	24:6	CCW (5)
6:5	27:11,18;30:7;34:9;38:24,25;	beneficiary (3)	7:4;8:16;9:2;10:15;29:9
afternoon (1)	39:8;40:5,7,8,11,24;41:9,11;	26:19;27:1,5	certain (3)
4:8	42:4;43:10,11,20,25;44:7,20	besides (1)	24:6;26:20;33:15
again (1)	attached (1)	17:13	chain (1)
27:8	21:8	bid (1)	17:9
Agent (4)	attain (1)	35:9	chance (1)
33:11,13;34:23;35:8	15:21	bidder (1)	6:4
agree (1)	attend (2)	35:7	changing (1)
36:21	33:1,4	block (1)	32:12
allegation (3)	attorney/client (3)	27:8	Chase (51)
44:6,13,19	15:11,18;42:12	bona (1)	5:2;6:7;11:12,14,19,22;
allonge (4)	attorneys (1)	44:13	14:21;15:9,15,21;16:2;18:13,
18:6,12,17,19	17:14	Book (2)	21;20:13,22;21:24;22:6;23:8;
allonges (2)	auction (4)	26:21;34:1	25:17;26:24;27:10,17;28:9;
18:2,10	5:18;33:1,5;34:24	borrower (3)	29:8;30:18,21;31:11;33:1,4,
ambiguous (2)	automatic (1)	11:3;37:19;39:24	18;34:5,17,25;35:14,18;
21:10;39:10	41:20	borrowers (9)	38:23;39:7,13,16,23;40:1,4,7,
Amended (1)	aware (41)	11:6;19:14;23:13,16,19;	10,16,22;41:19;42:2,8;43:9,
5:1	9:22;10:19;12:14;15:24;	37:19;38:11;40:1;41:2	23
America (10)	16:7,13;18:7,18,20;20:23;	borrower's (1)	Chase-Hawkins (1)
12:16,17,24;13:2,3,4,6,10;	21:6,10,13,24;22:3,11,18;	41:15	16:20
14:24;17:25	23:1,10;27:15,21;29:25;	Broker (1)	Chase's (8)
amount (2)	31:13;33:21;34:7,20;35:3,16,	36:6	6:21;18:25;29:3,24;32:24;
19:12;35:9	22;39:11,15,20,25;40:3,6,9,	business (8)	44:5,12,18
apologize (2)	14,20,25;41:24;42:15	6:21;19:1;20:22;23:9;29:3,	Christine (1)
14:9;38:7		24;31:12;32:24	23:17
appear (1)	B	C	circumstances (1)
37:14			44:19
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**30(b)(6) Susan Lyn Newby - April 21, 2016**  
**JP Morgan Chase Bank, N.A. vs. SFR Investments Pool 1, LLC**

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**Ex. A-13**

# **EXHIBIT A-13**

**Ex. A-13**

APN # 177-24-514-043  
Pebble Canyon HOA

NAS # N71869

### NOTICE OF FORECLOSURE SALE

**WARNING! A SALE OF YOUR PROPERTY IS IMMINENT! UNLESS YOU PAY THE AMOUNT SPECIFIED IN THIS NOTICE BEFORE THE SALE DATE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE. YOU MUST ACT BEFORE THE SALE DATE. IF YOU HAVE ANY QUESTIONS, PLEASE CALL NEVADA ASSOCIATION SERVICES, INC. AT (702) 804-8885. IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMAN'S OFFICE, NEVADA REAL ESTATE DIVISION, AT 1-877-829-9907 IMMEDIATELY.**

YOU ARE IN DEFAULT UNDER A DELINQUENT ASSESSMENT LIEN, July 31, 2012. 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 PROCEEDINGS AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

NOTICE IS HEREBY GIVEN THAT on 3/1/2013 at 10:00 am at the front entrance to the Nevada Association Services, Inc. 6224 West Desert Inn Road, Las Vegas, Nevada, under the power of sale pursuant to the terms of those certain covenants conditions and restrictions recorded on November 8, 1991 as instrument number 01962 Book 911108 of official records of Clark County, Nevada Association Services, Inc., as duly appointed agent under that certain Delinquent Assessment Lien, recorded on August 3, 2012 as document number 0002972 Book 20120803 of the official records of said county, will sell at public auction to the highest bidder, for lawful money of the United States, all right, title, and interest in the following commonly known property known as: 3263 Morning Springs Drive, Henderson, NV 89074. Said property is legally described as: SEASONS AT PEBBLE CANYON, PLAT BOOK 53, PAGE 45, LOT 50, BLOCK 10, official records of Clark County, Nevada.

The owner(s) of said property as of the date of the recording of said lien is purported to be: Robert M Hawkins, Christine V Hawkins

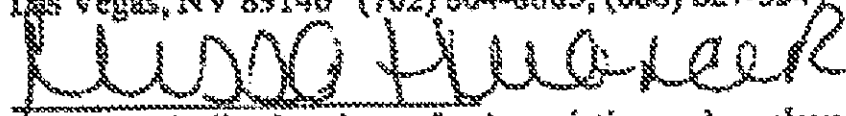
The undersigned agent disclaims any liability for incorrectness of the street address and other common designations, if any, shown herein. The sale will be made without covenant or warranty, expressed or implied regarding, but not limited to, title or possession, or encumbrances, or obligations to satisfy any secured or unsecured liens. 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 \$3,142.43. Payment must be in cash or a cashier's check drawn on a state or national bank, check drawn on a state or federal savings and loan association, savings association or savings bank and authorized to do business in the State of Nevada. The Notice of Default and Election to Sell the described property was recorded on 9/20/2012 as instrument number 0001446 Book 20120920 in the official records of Clark County.

Nevada Association Services, Inc. is a debt collector. Nevada Association Services, Inc. is attempting to collect a debt. Any information obtained will be used for that purpose.

February 1, 2013

When Recorded Mail To:  
Nevada Association Services, Inc.  
6224 W. Desert Inn Road, Suite A  
Las Vegas, NV 89146

Nevada Association Services, Inc.  
6224 W. Desert Inn Road, Suite A  
Las Vegas, NV 89146 (702) 804-8885, (888) 627-5544

  
By: Elissa Hollander, Agent for Association and employee of  
Nevada Association Services, Inc.

Chase-Hawkins\_NAS00155

Trustee's Sale Number 1812

[Attachments Here]

STATE OF NEVADA

COUNTY OF CLARK

ss.

The declarant, whose signature appears below, and who is an employee of Nevada Association Services, Inc., states that he/she is now and at all times herein mentioned was a citizen of the United States and over the age of eighteen (18) years; on the date set as set forth below, he/she personally served the Notice, of which the annexed is a true copy, upon the addressee attached hereto, by depositing in the United States Mail in the County set forth above, an envelope, certified and with postage prepaid thereon, containing a copy of such Notice, addressed to the above named person at the address hereinabove stated.

I declare under the penalty of perjury that the foregoing is true and correct.

Dated FEB 04 2013

Signature Suzanne J. Buckett



Chase-Hawkins\_NAS000157

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7196 9008 9111 9084 1529		7196 9008 9111 9084 1536																															

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TO: State of Nevada Ombudsman for Common-Interest Con 2501 East Sahara Avenue, #102 Las Vegas, Nevada 89104		TO: Pabla Canyon HOA c/o Terry Davine Taylor Association Management 259 North Pecos, Ste. 100 Henderson, NV 89074																															
7196 9008 9111 9084 1543		7196 9008 9111 9084 1550																															

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Restricted Delivery		Restricted Delivery	
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TO: MEMBERS P.O. BOX 2025 FLINT, MI 48501-2026 SENDER: TS No. N71869 REFERENCE:		TO: GREENPOINT MORTGAGE FUNDING MIN 100 WOODHOLLOW DRIVE NOVATO, CA 94945 SENDER: TS No. N71869 REFERENCE:	
7176 9008 9111 9084 1482		7176 9008 9111 9084 1499	

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TO: CHRISTINE V. HAWKINS Redacted SENDER: TS No. N71869 REFERENCE:		TO: ROBERT M. HAWKINS Redacted SENDER: TS No. N71869 REFERENCE:	
7176 9008 9111 9084 1505		7176 9008 9111 9084 1512	

7196 9008 9111 9084 1468

TO: CALIFORNIA RECONVEYANCE COM  
T.S. NO. 137803NV  
9200 OAKDALE AVENUE  
MAIL STOP: CA2-4379  
CHATSWORTH, CA 91311

SENDER: TS No.: N71889

REFERENCE:

PS Form 3800, January 2006

RETURN RECEIPT SERVICE	Postage	5.21
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

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7196 9008 9111 9084 1475

TO: JPMORGAN CHASE BANK, N.A.  
C/O CALIFORNIA RECONVEYANCE I  
MIN: [REDACTED]  
9200 OAKDALE AVENUE  
MAIL STOP: CA2-4379  
CHATSWORTH, CA 91311

SENDER: TS No.: N71889

REFERENCE:

PS Form 3800, January 2006

RETURN RECEIPT SERVICE	Postage	5.21
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

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Do Not Use for International Mail

POSTMARK OR DATE

7196 9008 9111 9084 1451

TO: REPUBLIC SERVICES  
ACCT NO. [REDACTED]  
P.O. BOX 88508  
LAS VEGAS, NV 89183-8508

SENDER: TS No.: N71889

REFERENCE:

PS Form 3800, January 2006

RETURN RECEIPT SERVICE	Postage	5.21
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

USPS®  
Receipt for  
Certified Mail™

No Insurance Coverage Provided  
Do Not Use for International Mail

POSTMARK OR DATE

Notice of Sale:

Sent by First Class Mail &  
Certified Mail with a Return  
Receipt requested.

1. Received by (Please Print Clearly) **712 05 2013**

2. Date of Delivery **712 05 2013**

3. Signature **X** *[Signature]*

4. Is delivery address different from item 1? ☐ Yes ☒ No

5. If YES, enter delivery address below:

6. Service Type **CERTIFIED MAIL™**

7. Restricted Delivery? (Extra Fee) ☐ Yes ☒ No

8. Article Addressed to:

**REPUBLIC SERVICES**  
**ACCT NO. 1**  
**BOX 88508**  
**LAS VEGAS, NV 89193-8508**

9. PS Form 3811, January 2005

10. Domestic Return Receipt

11. Article Number

12. Service Type **CERTIFIED MAIL™**

13. Restricted Delivery? (Extra Fee) ☐ Yes ☒ No

14. Article Addressed to:

**State of Nevada**  
**Ombudsman for Common-Interest Communities**  
**111 East Sahara Avenue, #102**  
**Las Vegas, Nevada 89104**

15. PS Form 3811, January 2005

16. Domestic Return Receipt

17. Article Number

18. Service Type **CERTIFIED MAIL™**

19. Restricted Delivery? (Extra Fee) ☐ Yes ☒ No

20. Article Addressed to:

**State of Nevada**  
**Ombudsman for Common-Interest Communities**  
**111 East Sahara Avenue, #102**  
**Las Vegas, Nevada 89104**

21. PS Form 3811, January 2005

22. Domestic Return Receipt

23. Article Number

24. Service Type **CERTIFIED MAIL™**

25. Restricted Delivery? (Extra Fee) ☐ Yes ☒ No

26. Article Addressed to:

**State of Nevada**  
**Ombudsman for Common-Interest Communities**  
**111 East Sahara Avenue, #102**  
**Las Vegas, Nevada 89104**

27. Received by (Please Print Clearly) **712 05 2013**

28. Date of Delivery **712 05 2013**

29. Signature **X** *[Signature]*

30. Is delivery address different from item 1? ☐ Yes ☒ No

31. If YES, enter delivery address below:

32. Service Type **CERTIFIED MAIL™**

33. Restricted Delivery? (Extra Fee) ☐ Yes ☒ No

34. Article Addressed to:

**REPUBLIC SERVICES**  
**ACCT NO. 1**  
**BOX 88508**  
**LAS VEGAS, NV 89193-8508**

35. PS Form 3811, January 2005

36. Domestic Return Receipt

37. Article Number

38. Service Type **CERTIFIED MAIL™**

39. Restricted Delivery? (Extra Fee) ☐ Yes ☒ No

40. Article Addressed to:

**State of Nevada**  
**Ombudsman for Common-Interest Communities**  
**111 East Sahara Avenue, #102**  
**Las Vegas, Nevada 89104**

41. PS Form 3811, January 2005

42. Domestic Return Receipt

43. Article Number

44. Service Type **CERTIFIED MAIL™**

45. Restricted Delivery? (Extra Fee) ☐ Yes ☒ No

46. Article Addressed to:

**State of Nevada**  
**Ombudsman for Common-Interest Communities**  
**111 East Sahara Avenue, #102**  
**Las Vegas, Nevada 89104**

47. PS Form 3811, January 2005

48. Domestic Return Receipt

49. Article Number

50. Service Type **CERTIFIED MAIL™**

51. Restricted Delivery? (Extra Fee) ☐ Yes ☒ No

52. Article Addressed to:

**State of Nevada**  
**Ombudsman for Common-Interest Communities**  
**111 East Sahara Avenue, #102**  
**Las Vegas, Nevada 89104**

53. Received by (Please Print Clearly) **712 05 2013**

54. Date of Delivery **712 05 2013**

55. Signature **X** *[Signature]*

56. Is delivery address different from item 1? ☐ Yes ☒ No

57. If YES, enter delivery address below:

58. Service Type **CERTIFIED MAIL™**

59. Restricted Delivery? (Extra Fee) ☐ Yes ☒ No

60. Article Addressed to:

**REPUBLIC SERVICES**  
**ACCT NO. 1**  
**BOX 88508**  
**LAS VEGAS, NV 89193-8508**

61. PS Form 3811, January 2005

62. Domestic Return Receipt

63. Article Number

64. Service Type **CERTIFIED MAIL™**

65. Restricted Delivery? (Extra Fee) ☐ Yes ☒ No

66. Article Addressed to:

**State of Nevada**  
**Ombudsman for Common-Interest Communities**  
**111 East Sahara Avenue, #102**  
**Las Vegas, Nevada 89104**

67. PS Form 3811, January 2005

68. Domestic Return Receipt

69. Article Number

70. Service Type **CERTIFIED MAIL™**

71. Restricted Delivery? (Extra Fee) ☐ Yes ☒ No

72. Article Addressed to:

**State of Nevada**  
**Ombudsman for Common-Interest Communities**  
**111 East Sahara Avenue, #102**  
**Las Vegas, Nevada 89104**

73. PS Form 3811, January 2005

74. Domestic Return Receipt

75. Article Number

76. Service Type **CERTIFIED MAIL™**

77. Restricted Delivery? (Extra Fee) ☐ Yes ☒ No

78. Article Addressed to:

**State of Nevada**  
**Ombudsman for Common-Interest Communities**  
**111 East Sahara Avenue, #102**  
**Las Vegas, Nevada 89104**

79. Received by (Please Print Clearly) **712 05 2013**

80. Date of Delivery **712 05 2013**

81. Signature **X** *[Signature]*

82. Is delivery address different from item 1? ☐ Yes ☒ No

83. If YES, enter delivery address below:

84. Service Type **CERTIFIED MAIL™**

85. Restricted Delivery? (Extra Fee) ☐ Yes ☒ No

86. Article Addressed to:

**REPUBLIC SERVICES**  
**ACCT NO. 1**  
**BOX 88508**  
**LAS VEGAS, NV 89193-8508**

87. PS Form 3811, January 2005

88. Domestic Return Receipt

89. Article Number

90. Service Type **CERTIFIED MAIL™**

91. Restricted Delivery? (Extra Fee) ☐ Yes ☒ No

92. Article Addressed to:

**State of Nevada**  
**Ombudsman for Common-Interest Communities**  
**111 East Sahara Avenue, #102**  
**Las Vegas, Nevada 89104**

93. PS Form 3811, January 2005

94. Domestic Return Receipt

95. Article Number

96. Service Type **CERTIFIED MAIL™**

97. Restricted Delivery? (Extra Fee) ☐ Yes ☒ No

98. Article Addressed to:

**State of Nevada**  
**Ombudsman for Common-Interest Communities**  
**111 East Sahara Avenue, #102**  
**Las Vegas, Nevada 89104**

99. PS Form 3811, January 2005

100. Domestic Return Receipt

101. Article Number

102. Service Type **CERTIFIED MAIL™**

103. Restricted Delivery? (Extra Fee) ☐ Yes ☒ No

104. Article Addressed to:

**State of Nevada**  
**Ombudsman for Common-Interest Communities**  
**111 East Sahara Avenue, #102**  
**Las Vegas, Nevada 89104**

105. Received by (Please Print Clearly) **712 05 2013**

106. Date of Delivery **712 05 2013**

107. Signature **X** *[Signature]*

108. Is delivery address different from item 1? ☐ Yes ☒ No

109. If YES, enter delivery address below:

110. Service Type **CERTIFIED MAIL™**

111. Restricted Delivery? (Extra Fee) ☐ Yes ☒ No

112. Article Addressed to:

**REPUBLIC SERVICES**  
**ACCT NO. 1**  
**BOX 88508**  
**LAS VEGAS, NV 89193-8508**

113. PS Form 3811, January 2005

114. Domestic Return Receipt

115. Article Number

116. Service Type **CERTIFIED MAIL™**

117. Restricted Delivery? (Extra Fee) ☐ Yes ☒ No

118. Article Addressed to:

**State of Nevada**  
**Ombudsman for Common-Interest Communities**  
**111 East Sahara Avenue, #102**  
**Las Vegas, Nevada 89104**

119. PS Form 3811, January 2005

120. Domestic Return Receipt

121. Article Number

122. Service Type **CERTIFIED MAIL™**

123. Restricted Delivery? (Extra Fee) ☐ Yes ☒ No

124. Article Addressed to:

**State of Nevada**  
**Ombudsman for Common-Interest Communities**  
**111 East Sahara Avenue, #102**  
**Las Vegas, Nevada 89104**

125. PS Form 3811, January 2005

126. Domestic Return Receipt

127. Article Number

128. Service Type **CERTIFIED MAIL™**

129. Restricted Delivery? (Extra Fee) ☐ Yes ☒ No

130. Article Addressed to:

**State of Nevada**  
**Ombudsman for Common-Interest Communities**  
**111 East Sahara Avenue, #102**  
**Las Vegas, Nevada 89104**



**A.** Registered for Priority Mail (Check)  
**B.** Date of Delivery

C. Signature  
Linda Wilson

D. Agent  
Agent  
Address  
City  
State  
Zip

E. Is delivery address different from item 1?  
YES, enter delivery address below

F. Service Type CERTIFIED MAIL™  
G. Restricted Delivery? (Extra Fee) Yes No  
H. Addressed to:

<b>1. Service Type</b> <b>CERTIFIED MAIL™</b>	
<b>2. Registered Delivery? (Extra Fee)</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>3. Addressee's Name</b> <b>Mr. J. Edgar Hoover</b>	
<b>4. Addressee's Address</b> <b>U.S. Department of Justice</b>	
<b>5. Addressee's City</b> <b>Washington, D.C.</b>	
<b>6. Addressee's State</b> <b>D.C.</b>	
<b>7. Addressee's Zip</b> <b>20535</b>	
<b>8. Return Address</b> <b>Mr. J. Edgar Hoover</b>	
<b>9. Return Address</b> <b>U.S. Department of Justice</b>	
<b>10. Return Address</b> <b>Washington, D.C.</b>	
<b>11. Return Address</b> <b>20535</b>	
<b>12. Addressee's Phone Number</b> <b>(202) 646-6000</b>	
<b>13. Addressee's Fax Number</b> <b>(202) 646-6000</b>	
<b>14. Addressee's E-mail Address</b> <b>jed@doj.gov</b>	
<b>15. Addressee's Business Hours</b> <b>9:00 a.m. - 5:00 p.m.</b>	
<b>16. Addressee's Business Days</b> <b>Monday - Friday</b>	
<b>17. Addressee's Business Address</b> <b>U.S. Department of Justice</b>	
<b>18. Addressee's Business City</b> <b>Washington, D.C.</b>	
<b>19. Addressee's Business State</b> <b>D.C.</b>	
<b>20. Addressee's Business Zip</b> <b>20535</b>	
<b>21. Addressee's Business Phone Number</b> <b>(202) 646-6000</b>	
<b>22. Addressee's Business Fax Number</b> <b>(202) 646-6000</b>	
<b>23. Addressee's Business E-mail Address</b> <b>jed@doj.gov</b>	
<b>24. Addressee's Business Hours</b> <b>9:00 a.m. - 5:00 p.m.</b>	
<b>25. Addressee's Business Days</b> <b>Monday - Friday</b>	
<b>26. Addressee's Business Address</b> <b>U.S. Department of Justice</b>	
<b>27. Addressee's Business City</b> <b>Washington, D.C.</b>	
<b>28. Addressee's Business State</b> <b>D.C.</b>	
<b>29. Addressee's Business Zip</b> <b>20535</b>	
<b>30. Addressee's Business Phone Number</b> <b>(202) 646-6000</b>	
<b>31. Addressee's Business Fax Number</b> <b>(202) 646-6000</b>	
<b>32. Addressee's Business E-mail Address</b> <b>jed@doj.gov</b>	
<b>33. Addressee's Business Hours</b> <b>9:00 a.m. - 5:00 p.m.</b>	
<b>34. Addressee's Business Days</b> <b>Monday - Friday</b>	
<b>35. Addressee's Business Address</b> <b>U.S. Department of Justice</b>	
<b>36. Addressee's Business City</b> <b>Washington, D.C.</b>	
<b>37. Addressee's Business State</b> <b>D.C.</b>	
<b>38. Addressee's Business Zip</b> <b>20535</b>	
<b>39. Addressee's Business Phone Number</b> <b>(202) 646-6000</b>	
<b>40. Addressee's Business Fax Number</b> <b>(202) 646-6000</b>	
<b>41. Addressee's Business E-mail Address</b> <b>jed@doj.gov</b>	
<b>42. Addressee's Business Hours</b> <b>9:00 a.m. - 5:00 p.m.</b>	
<b>43. Addressee's Business Days</b> <b>Monday - Friday</b>	
<b>44. Addressee's Business Address</b> <b>U.S. Department of Justice</b>	
<b>45. Addressee's Business City</b> <b>Washington, D.C.</b>	
<b>46. Addressee's Business State</b> <b>D.C.</b>	
<b>47. Addressee's Business Zip</b> <b>20535</b>	
<b>48. Addressee's Business Phone Number</b> <b>(202) 646-6000</b>	
<b>49. Addressee's Business Fax Number</b> <b>(202) 646-6000</b>	
<b>50. Addressee's Business E-mail Address</b> <b>jed@doj.gov</b>	
<b>51. Addressee's Business Hours</b> <b>9:00 a.m. - 5:00 p.m.</b>	
<b>52. Addressee's Business Days</b> <b>Monday - Friday</b>	
<b>53. Addressee's Business Address</b> <b>U.S. Department of Justice</b>	
<b>54. Addressee's Business City</b> <b>Washington, D.C.</b>	
<b>55. Addressee's Business State</b> <b>D.C.</b>	
<b>56. Addressee's Business Zip</b> <b>20535</b>	
<b>57. Addressee's Business Phone Number</b> <b>(202) 646-6000</b>	
<b>58. Addressee's Business Fax Number</b> <b>(202) 646-6000</b>	
<b>59. Addressee's Business E-mail Address</b> <b>jed@doj.gov</b>	
<b>60. Addressee's Business Hours</b> <b>9:00 a.m. - 5:00 p.m.</b>	
<b>61. Addressee's Business Days</b> <b>Monday - Friday</b>	
<b>62. Addressee's Business Address</b> <b>U.S. Department of Justice</b>	
<b>63. Addressee's Business City</b> <b>Washington, D.C.</b>	
<b>64. Addressee's Business State</b> <b>D.C.</b>	
<b>65. Addressee's Business Zip</b> <b>20535</b>	
<b>66. Addressee's Business Phone Number</b> <b>(202) 646-6000</b>	
<b>67. Addressee's Business Fax Number</b> <b>(202) 646-6000</b>	
<b>68. Addressee's Business E-mail Address</b> <b>jed@doj.gov</b>	
<b>69. Addressee's Business Hours</b> <b>9:00 a.m. - 5:00 p.m.</b>	
<b>70. Addressee's Business Days</b> <b>Monday - Friday</b>	
<b>71. Addressee's Business Address</b> <b>U.S. Department of Justice</b>	
<b>72. Addressee's Business City</b> <b>Washington, D.C.</b>	
<b>73. Addressee's Business State</b> <b>D.C.</b>	
<b>74. Addressee's Business Zip</b> <b>20535</b>	
<b>75. Addressee's Business Phone Number</b> <b>(202) 646-6000</b>	
<b>76. Addressee's Business Fax Number</b> <b>(202) 646-6000</b>	
<b>77. Addressee's Business E-mail Address</b> <b>jed@doj.gov</b>	
<b>78. Addressee's Business Hours</b> <b>9:00 a.m. - 5:00 p.m.</b>	
<b>79. Addressee's Business Days</b> <b>Monday - Friday</b>	
<b>80. Addressee's Business Address</b> <b>U.S. Department of Justice</b>	
<b>81. Addressee's Business City</b> <b>Washington, D.C.</b>	
<b>82. Addressee's Business State</b> <b>D.C.</b>	
<b>83. Addressee's Business Zip</b> <b>20535</b>	
<b>84. Addressee's Business Phone Number</b> <b>(202) 646-6000</b>	
<b>85. Addressee's Business Fax Number</b> <b>(202) 646-6000</b>	
<b>86. Addressee's Business E-mail Address</b> <b>jed@doj.gov</b>	
<b>87. Addressee's Business Hours</b> <b>9:00 a.m. - 5:00 p.m.</b>	
<b>88. Addressee's Business Days</b> <b>Monday - Friday</b>	
<b>89. Addressee's Business Address</b> <b>U.S. Department of Justice</b>	
<b>90. Addressee's Business City</b> <b>Washington, D.C.</b>	

WERS  
MAIL: [ ]  
[ ] BOX 2025  
[ ] INT, MI 48301-2026

FEB 6 2015  
 TS 1601: 471659  
 Hawkins  
 Paddy Canyon HOA

# Form 301, January 2005

Address Labels

7116 9008 9122 9084 1475

Service Type CERTIFIED MAIL™

Postnet Delivery? (Extra Fee) ☐ Yes

Address in

25 Form 991, January 2015  
Domestic Medium Business

2. Article Number

7174 7175 7176 7177 7178 7179 7180 7181 7182 7183 7184 7185

3. Service Type CERTIFIED MAIL™

4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:

JP MORGAN CHASE BANK,  
C/O CALIFORNIA RECONV  
MAIL STOP CA2-4379  
CHATTSWORTH, CA 91311

MAIL STOP CA2-4379  
CHATSWORTH, CA 91311

People Canyon HOA  
Hunters  
TS HOA 471800

MORGAN CHASE BANK N.A. **attested**

# THE UNIVERSITY OF CHICAGO

FD-302 (Rev. 11-27-70)

8-02-18 3411, January 2015  
Domenico Pagan, Pagan

Domestic Return Receipt  
PS Form 3811, January 2005

Ex. A-14

# EXHIBIT A-14

Ex. A-14

AFFP

P1019180

## Affidavit of Publication

STATE OF NEVADA )  
COUNTY OF CLARK )

SS

I, Rosalie Qualls state:

That I am Assistant Operations Manager of the Nevada Legal News, a daily newspaper of general circulation, printed and published in Las Vegas, Clark County, Nevada; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

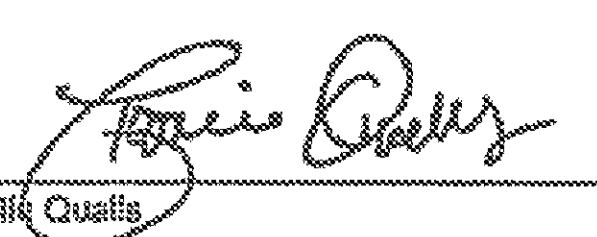
Feb 08, 2013

Feb 15, 2013

Feb 22, 2013

That said newspaper was regularly issued and circulated on those dates. I declare under penalty of perjury that the foregoing is true and correct.

DATED: Feb 22, 2013

  
Rosalie Qualls

APN # 177-24-514-045 HAS # N71659 Pebble Canyon HOA NOTICE OF FORECLOSURE SALE WARNING: A SALE OF YOUR PROPERTY IS IMMINENT! UNLESS YOU PAY THE AMOUNT SPECIFIED IN THIS NOTICE BEFORE THE SALE DATE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE. YOU MUST ACT BEFORE THE SALE DATE. IF YOU HAVE ANY QUESTIONS, PLEASE CALL NEVADA ASSOCIATION SERVICES, INC. AT (702) 804-8885. IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMAN'S OFFICE, NEVADA REAL ESTATE DIVISION, AT 1-877-829-6997 IMMEDIATELY. YOU ARE IN DEFAULT UNDER A DELINQUENT ASSESSMENT LIEN, July 31, 2012. 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 PROCEEDINGS AGAINST YOU, YOU SHOULD CONTACT A LAWYER. NOTICE IS HEREBY GIVEN THAT on 3/1/2013 at 10:00 am at the front entrance to the Nevada Association Services, Inc. 6224 West Desert Inn Road, Las Vegas, Nevada, under the power of sale pursuant to the terms of those certain covenants conditions and restrictions recorded on November 8, 1991 as instrument number 01262 Book 811108 of official records of Clark County, Nevada Association Services, Inc., as duly appointed agent under that certain Delinquent Assessment Lien, recorded on August 3, 2012 as document number 0002972 Book 20120863 of the official records of said county, will sell at public auction to the highest bidder, for lawful money of the United States, all right, title, and interest in the following commonly known property known as: 3203 Morning Springs Drive, Henderson, NV 89074. Said property is legally described as: SEASONS AT PEBBLE CANYON, PLAT BOOK 53, PAGE 43, LOT 50, BLOCK 18, official records of Clark County, Nevada. The owner(s) of said property as of the date of the recording of said lien is purported to be: Robert M Hawkins, Christine V Hawkins The undersigned agent disclaims any liability for incorrectness of the street address and other common designations, if any, shown herein. The sale will be made without covenant or warranty, expressed or implied regarding, but not limited to, title or possession, or encumbrances, or obligations to satisfy any secured or unsecured liens. 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 \$3,142.43. Payment must be in cash or a cashier's check drawn on a state or national bank, check drawn on a state or federal savings and loan association, savings association or savings bank and authorized to do business in the State of Nevada. The Notice of Default and Election to Sell the described property was recorded on 9/20/2012 as instrument number 0001448 Book 20120520 in the official records of Clark County, Nevada Association Services, Inc. is a debt collector. Nevada Association Services, Inc. is attempting to collect a debt. Any information obtained will be used for that purpose. February 1, 2013 Nevada Association Services, Inc. 6224 W. Desert Inn Road, Suite A Las Vegas, NV 89146 (702) 804-8885, (888) 627-5544 By: Eliza Hollander, Agent for Association and employee of Nevada Association Services, Inc. When Recorded Mail To: Nevada Association Services, Inc. 6224 W. Desert Inn Road, Suite A Las Vegas, NV 89146 P1019180 2/8, 2/15, 02/22/2013

04167370 00343578

PRIORITY POSTING & PUBLISHING-2013  
17501 IRVINE BLVD, SUITE 1  
TUSTIN, CA 92780

Chase-Hawkins\_NAS00169

Priority Posting & Publishing  
Order # P1019180  
TS # N71869

**AFFIDAVIT OF SERVICE**

State of Nevada )  
County of Clark)

I, Jeanette Vignale, state:

That at all times herein I have been a citizen of the United States, over 18 years of age, and am not a party to, or interested in, the proceeding in which this affidavit is made.

I served Robert M. Hawkins and Christine V. Hawkins with a copy of the Notice of Sale, on 2/5/2013 at approximately 3:37 PM, by:

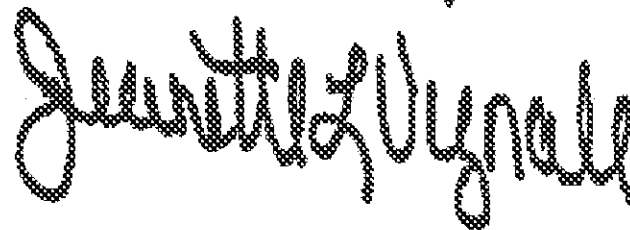
Attempting to personally serve the person(s) residing at the property, however no one answered the door. I thereafter posted a copy of the Notice of Sale on the property in the manner prescribed pursuant to NRS 116.311635, in a conspicuous place on the property, which is located at:

3263 Morning Springs Drive  
Henderson NV 89074

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

Dated 2/5/2013

Nevada Legal Support Services LLC



Jeanette Vignale, 8222112  
930 S. 4th Street, Suite 200  
Las Vegas, NV 89101  
(702) 382-2747  
NV License #1711

NVLSS ID# 430738 82  
COUNTY OF SERVICE: CLARK  
SERVER: Jeanette Vignale

Chase-Hawkins\_NA600170

Priority Posting & Publishing  
Order # P1019180  
TS # N71869

**AFFIDAVIT OF POSTING NOTICE OF TRUSTEE'S SALE**

State of Nevada )  
County of Clark)

I, Jessica Pruett, state:

That at all times herein I have been a citizen of the United States, over 18 years of age, and am not a party to, or interested in, the proceeding in which this affidavit is made.

On 2/7/2013, I posted a copy of the Notice of Trustee's Sale pursuant to NRS 107.080, concerning Trustee Sale N71869, in a public place in the county where the property is situated, to wit:

NEVADA LEGAL NEWS, 930 S FOURTH ST, LAS VEGAS  
CLARK COUNTY COURTHOUSE, 200 LEWIS ST, LAS VEGAS  
CLARK COUNTY BUILDING, 309 S THIRD ST, LAS VEGAS

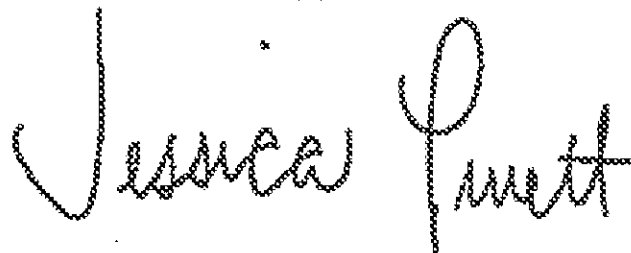
The purported owner and address of the property contained in the Notice of Trustee's Sale being:

Robert M. Hawkins and Christine V. Hawkins, 3263 Morning Springs Drive, Henderson NV 89074.

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

Dated 2/7/2013

Nevada Legal Support Services LLC



Jessica Pruett  
930 S. 4th Street, Suite 200  
Las Vegas, NV 89101  
(702) 382-2747  
NV License #1711

NVLSS ID# 430738 82  
COUNTY OF SERVICE: CLARK  
SERVER: Jessica Pruett  
NEVADA ASSOCIATION

Chase-Hawkins\_NAS00171

Priority Posting & Publishing  
Order # P1019180  
TS # N71869

**AFFIDAVIT OF POSTING NOTICE OF TRUSTEE'S SALE**

State of Nevada )  
County of Clark)

I, Jeannette Vignale, state:

That at all times herein I have been a citizen of the United States, over 18 years of age, and am not a party to, or interested in, the proceeding in which this affidavit is made.

On 2/7/2013, I posted a copy of the Notice of Trustee's Sale pursuant to NRS 107.080, concerning Trustee Sale N71869, in a public place in the county where the property is situated, to wit:

CITY HALL, 240 WATER ST, HENDERSON  
PASEO VERDE LIBRARY, 280 S GREEN VALLEY PK WY, HENDERSON  
LIBRARY, 280 SO. WATER ST, HENDERSON

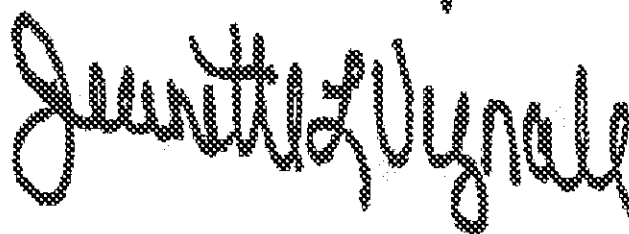
The purported owner and address of the property contained in the Notice of Trustee's Sale being:

Robert M. Hawkins and Christine V. Hawkins, 3263 Morning Springs Drive, Henderson NV 89074.

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

Dated 2/7/2013

Nevada Legal Support Services LLC

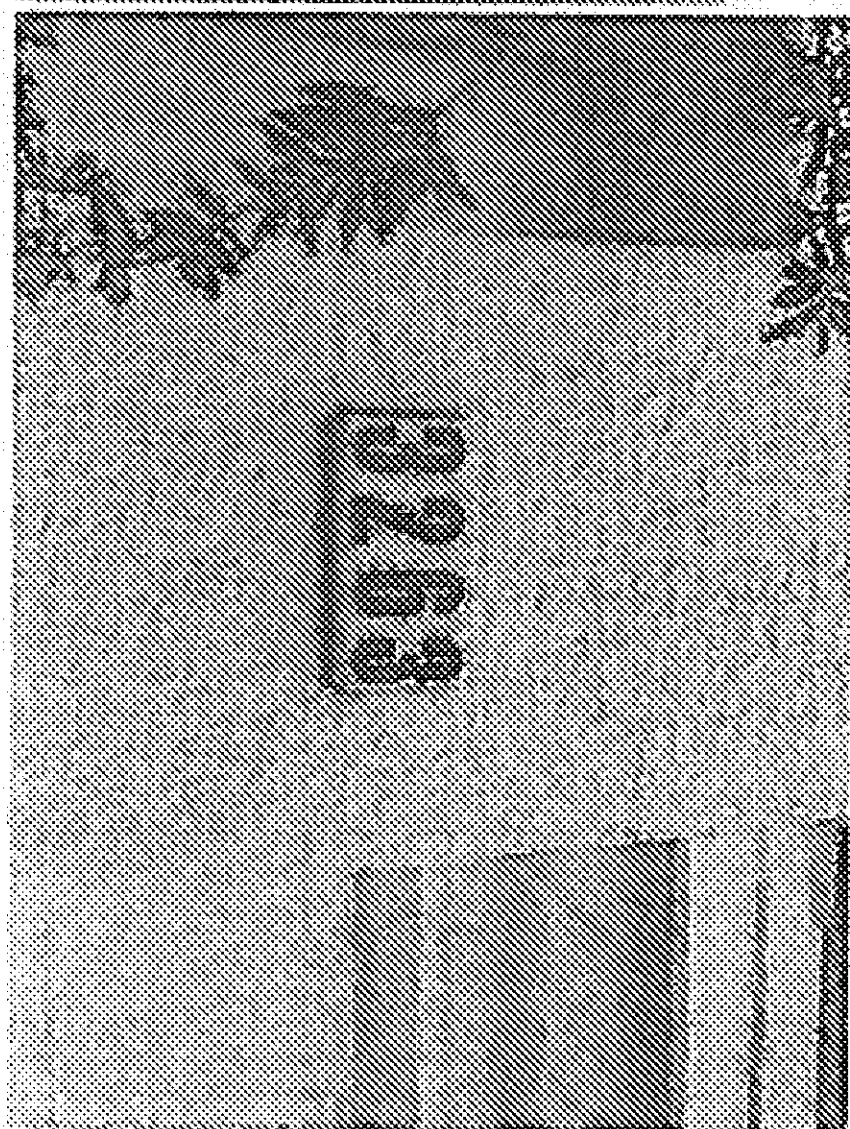
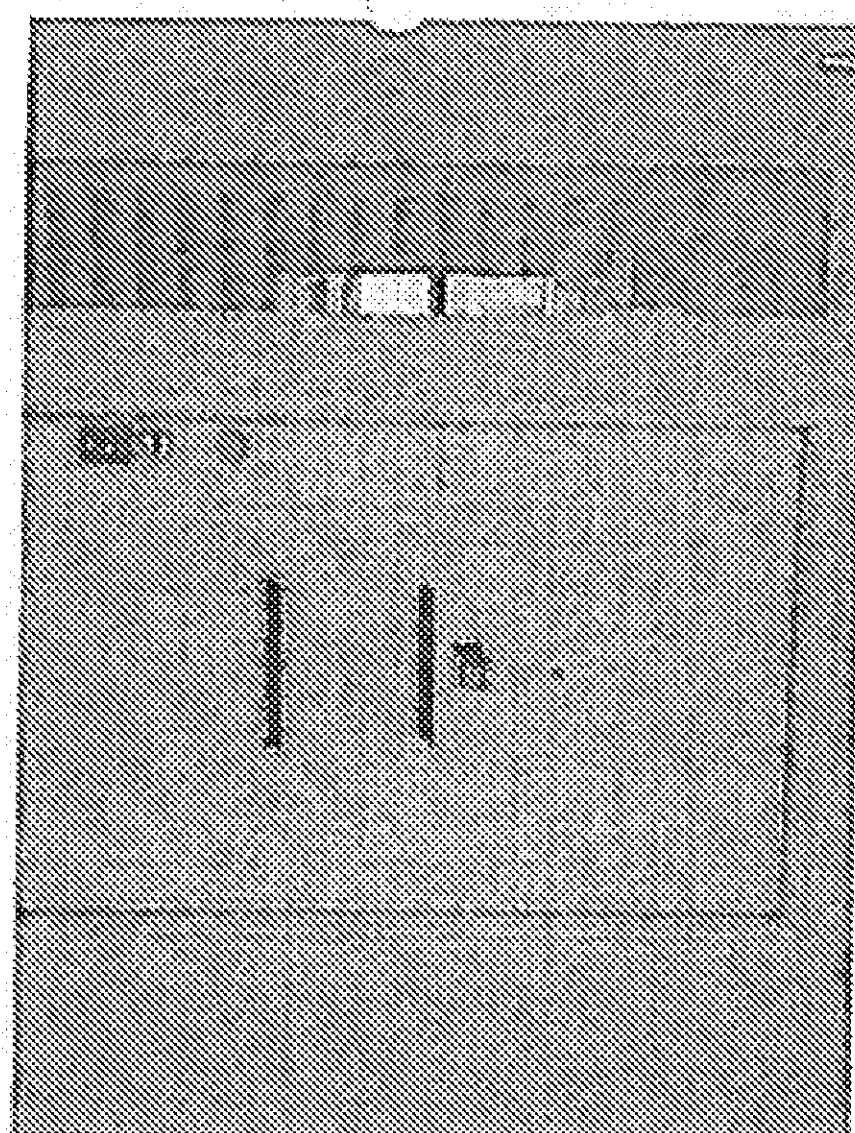
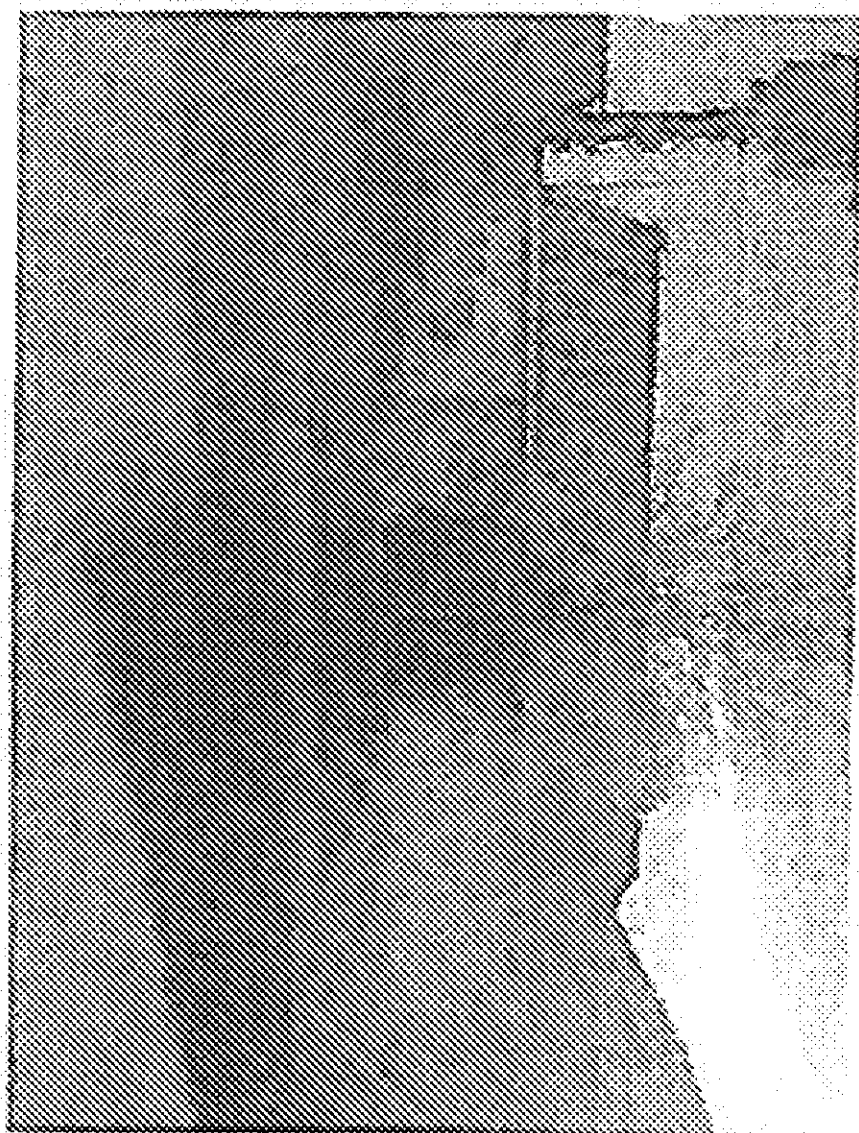


Jeannette Vignale  
930 S. 4th Street, Suite 200  
Las Vegas, NV 89101  
(702) 382-2747  
NV License #1711

NVLSS ID# 430738 82  
COUNTY OF SERVICE: CLARK  
SERVER: Jeannette Vignale  
NEVADA ASSOCIATION

Chase-Hawkins\_NAS00172





Photos taken by: Jeanette Vignale County: CLARK 36  
 Photo Date: 2/5/2013 Time: 3:37 PM NLN ID# 430738 Page 1 of 1  
 Primary Borrower: Robert M. Hawkins and Christine V. Hawkins  
 Property Address: 3263 Morning Springs Drive, Henderson NV 89074  
 Priority Posting & Publishing Order # P1019180 TSN71869

Nevada Legal Support Services LLC  
 930 S. 4th Street, Suite 200  
 Las Vegas, NV 89101  
 (702) 382-2747 NV. Lic. #1711

Chase-Hawkins\_NA600173

BALLARD SPAHR LLP  
100 NORTH CITY BLVD., SUITE 1200  
LAS VEGAS, NEVADA 89101  
(702) 461-1000 FAX (702) 461-1001

EXHIBIT C

AFFIDAVIT OF CUSTODIAN OF RECORDS

STATE OF NEVADA

Case No.: A-13-692304-C

COUNTY OF CLARK

as:

AFFLANT, being first duly sworn, deposes and says:

1. That Affiant is the Paula (position or title) of Nevada Association Services ("NAS") and in the capacity as Paula (position or title), is a custodian of the records of NAS.

2. That NAS is licensed to do business as a Corporation in the State of Nevada.

3. That on the \_\_\_\_\_ day of March, 2016, that Affiant was served with a Subpoena from the law offices of BALLARD SPAHR LLP, in connection with the above entitled cause, calling for testimony and the production of records.

4. That the deponent has examined the original of those records and has made or caused to be made a true and exact copy of them and that the reproduction of them attached hereto is true and complete.

5. That the original of those records was made at or near the time of the act, event, condition, opinion or diagnosis recited therein by or from information transmitted by a person with knowledge, in the normal course and scope of a regularly conducted business activities of NAS.

6. As the duly authorized representative and custodian of records of NAS, I attest that these records are trustworthy to the best of my knowledge.

Executed on: 5/12/2016

[Signature]  
AFFLANT

SUBSCRIBED and SWORN to before me this 12 day of May, 2016.

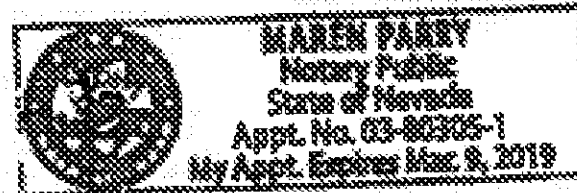
Maren Parry

1-218 pages

Plaintiff's  
Exhibit No. 2  
date 5-12-16  
witness Maren Parry  
A13693304c  
Reported by [Signature]

DAWHEST 013042241 v1

13





Ex. A-15

# EXHIBIT A-15

Ex. A-15

Redacted

APN # 177-24-514-043  
Pebble Canyon HOA

NAS # NT1869

### NOTICE OF FORECLOSURE SALE

**WARNING! A SALE OF YOUR PROPERTY IS IMMINENT! UNLESS YOU PAY THE AMOUNT SPECIFIED IN THIS NOTICE BEFORE THE SALE DATE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE. YOU MUST ACT BEFORE THE SALE DATE. IF YOU HAVE ANY QUESTIONS, PLEASE CALL NEVADA ASSOCIATION SERVICES, INC. AT (702) 894-8885. IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMAN'S OFFICE, NEVADA REAL ESTATE DIVISION, AT 1-877-829-9907 IMMEDIATELY.**

YOU ARE IN DEFAULT UNDER A DELINQUENT ASSESSMENT LIEN, July 31, 2012. 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 PROCEEDINGS AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

NOTICE IS HEREBY GIVEN THAT on 3/1/2013 at 10:00 am at the front entrance to the Nevada Association Services, Inc. 6224 West Desert Inn Road, Las Vegas, Nevada, under the power of sale pursuant to the terms of those certain covenants, conditions and restrictions recorded on November 8, 1991 as instrument number 01062 Book 911108 of official records of Clark County, Nevada Association Services, Inc., as duly appointed agent under that certain Delinquent Assessment Lien, recorded on August 3, 2012 as document number 0002972 Book 20120803 of the official records of said county, will sell at public auction to the highest bidder, for lawful money of the United States, all right, title, and interest in the following commonly known property known as: 3263 Morning Springs Drive, Henderson, NV 89074. Said property is legally described as: SEASONS AT PEBBLE CANYON, PLAT BOOK 53, PAGE 45, LOT 58, BLOCK 18, official records of Clark County, Nevada.


The owner(s) of said property as of the date of the recording of said lien is purported to be: Robert M Hawkins, Christine V Hawkins

The undersigned agent disclaims any liability for incorrectness of the street address and other common designations, if any, shown herein. The sale will be made without covenant or warranty, expressed or implied regarding, but not limited to, title or possession, or encumbrances, or obligations to satisfy any secured or unsecured liens. 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 \$3,142.43. Payment must be in cash or a cashier's check drawn on a state or national bank, check drawn on a state or federal savings and loan association, savings association or savings bank and authorized to do business in the State of Nevada. The Notice of Default and Election to Sell the described property was recorded on 9/20/2012 as instrument number 0001446 Book 20120920 in the official records of Clark County.

Nevada Association Services, Inc. is a debt collector. Nevada Association Services, Inc. is attempting to collect a debt. Any information obtained will be used for that purpose.

February 1, 2013

When Recorded Mail To:  
Nevada Association Services, Inc.  
6224 W. Desert Inn Road, Suite A  
Las Vegas, NV 89146

Nevada Association Services, Inc.  
6224 W. Desert Inn Road, Suite A  
Las Vegas, NV 89146 (702) 894-8885, (888) 627-5544  
  
By: Elina Hollander, Agent for Association and employee of  
Nevada Association Services, Inc.

CHASE-HAWKINS0016

Ex. A-16

# EXHIBIT A-16

Ex. A-16

Inst #: 201302220001500

Fee: \$17.00

N/C Fee: \$0.00

02/22/2013 11:58:39 AM

Receipt #: 1607348

Requestor:

PREMIER AMERICAN TITLE

Recorded By: BGN Pgs: 1

DEBBIE CONWAY

CLARK COUNTY RECORDER

RECORDING REQUESTED BY:  
National Default Servicing Corporation  
WHEN RECORDED MAIL TO:  
National Default Servicing Corporation  
7720 N. 16<sup>th</sup> Street, Suite 300  
Phoenix, AZ 85020

NDSC File No. : 11-36688-JP-NV

Redacted

APN

177-24-514-043

### SUBSTITUTION OF TRUSTEE

WHEREAS, ROBERT M. HAWKINS AND CHRISTINE V. HAWKINS, HUSBAND AND WIFE AS JOINT TENANTS was the original Trustor(s), MARIN CONVEYANCING CORP. was the original Trustee and MORTGAGE ELECTRONIC REGISTRATIONS SYSTEMS, INC., NOMINEE FOR GREENPOINT MORTGAGE FUNDING, INC. ITS SUCCESSORS AND ASSIGNS was the original Beneficiary under that certain Deed of Trust dated 06/07/2006 and recorded on 06/12/2006 as Instrument No. 30460612-0001516 of the Official Records of CLARK County, State of NV and

WHEREAS, the undersigned is the present beneficiary under the said Deed of Trust, and

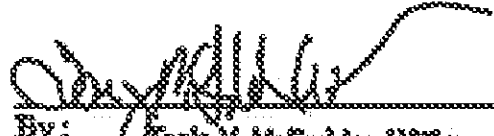
WHEREAS, the undersigned desires to substitute a new Trustee under said Deed of Trust in place of said original Trustee, or Successor Trustee, thereunder, in the manner in said Deed of Trust provided,

NOW, THEREFORE, the undersigned hereby substitutes NATIONAL DEFAULT SERVICING CORPORATION, An Arizona Corporation, whose address is 7720 N. 16<sup>th</sup> Street, Suite 300, Phoenix, Arizona 85020, as Trustee under said Deed of Trust. Said Substitute Trustee is qualified to serve as Trustee under the laws of this state.

Whenever the context hereof requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

Dated: 2-6-13

By:   
Tasha Y. McFadden-Williams  
Its: Vice President

STATE OF Ohio  
COUNTY OF Franklin

On February 6, 2013, before me, the undersigned, a Notary Public for said State, personally appeared Tasha Y. McFadden-Williams who personally knows to me (or 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.

WITNESS my hand and official seal

Signature: 



TARAL TUCKER  
Notary Public, State of Ohio  
My Comm. Expires 04/26/2013

Ex. A-17

# EXHIBIT A-17

Ex. A-17

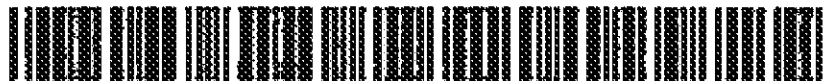
The undersigned does hereby affirm that this document submitted for recording does not contain personal information about any person.

Parcel #: 177-24-514-043

When Recorded Mail To:  
JPMorgan Chase Bank, NA  
C/O NTC 2100 Alt. 19 North  
Palm Harbor, FL 34683

Loan #: 5303775687

Inst #: 201308230002507  
Fee: \$18.00  
N/C Fee: \$0.00  
08/23/2013 01:16:00 PM  
Receipt #: 1745305  
Requestor:  
NATIONWIDE TITLE CLEARING  
Recorded By: MJM Pgs: 2  
DEBBIE CONWAY  
CLARK COUNTY RECORDER



### CORPORATE ASSIGNMENT OF DEED OF TRUST

Contact JPMORGAN CHASE BANK, N.A. for this instrument 780 Kansas Lane, Suite A, Monroe, LA 71203, telephone # (866) 756-8747, which is responsible for receiving payments.

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR GREENPOINT MORTGAGE FUNDING, INC., ITS SUCCESSORS AND ASSIGNS, WHOSE ADDRESS IS PO BOX 2026, FLINT, MI, 48501, (ASSIGNOR), by these presents does convey, grant, assign, transfer and set over the described Deed of Trust with all interest secured thereby, all liens, and any rights due or to become due thereon to JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, WHOSE ADDRESS IS 700 Kansas Lane, MC 8000, MONROE, LA 71203 (866)756-8747, ITS SUCCESSORS OR ASSIGNS, (ASSIGNEE).

Said Deed of Trust made by ROBERT M. HAWKINS AND CHRISTINE V. HAWKINS, and recorded on 06/12/2006 as Instrument # 20060612-0003526, and/or Book n/a, Page n/a, in the Recorder's office of CLARK County, Nevada.

Dated on 08/08 2013 (MM/DD/YYYY)

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR GREENPOINT MORTGAGE FUNDING, INC., ITS SUCCESSORS AND ASSIGNS

By:

Jatoshis J Brazil  
Jatoshis J Brazil  
ASST. SECRETARY

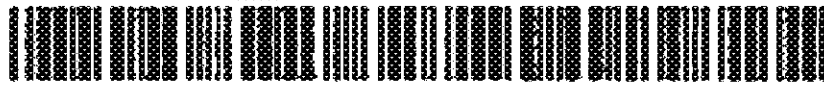
JPCAS 21206909 -- WAMU CJ5316992 MIN 100013800898380072 MERS PHONE 1-888-679-6377  
T0613082215 [C] FRMNV1



\*D0002806519\*

Parcel #: 177-24-514-043

Loan #: 5303775687



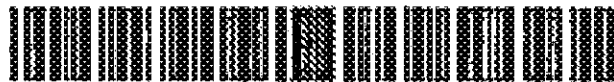
STATE OF LOUISIANA  
PARISH OF OUACHITA

On 08 / 08 / 2013 (MM/DD/YYYY), before me appeared Latoshia S Brazil,  
to me personally known, who did say that he/she/they is/are the ASST. SECRETARY of MORTGAGE  
ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR GREENPOINT MORTGAGE  
FUNDING, INC., ITS SUCCESSORS AND ASSIGNS and that the instrument was signed on behalf of the  
corporation (or association), by authority from its board of directors, and that he/she/they acknowledged the  
instrument to be the free act and deed of the corporation (or association).

Signed: Helen P. Tubbs  
Helen P. Tubbs  
Notary Public - State of LOUISIANA  
Commission expires: Upon My Death

HELEN P. TUBBS  
OUACHITA PARISH, LOUISIANA  
LIFETIME COMMISSION  
NOTARY ID# 40382

Prepared By: E.Lance/NTC, 2100 AN. 19 North, Palm Harbor, FL 34683 (800)346-9152  
JPCAS 21206909 - WAMU CJ5316992 MIN 100013800898380072 MERS PHONE 1-888-679-6377  
T0613082215 [C] FRMNV1



\*D0002806319\*

Ex. A-18

# EXHIBIT A-18

Ex. A-18



Inst #: 20140321-0001148

Fees: \$19.00

N/C Fee: \$0.00

03/21/2014 10:19:51 AM

Receipt #: 1968248

Requestor:

HOWARD KIM & ASSOCIATES

Recorded By: JACKSM Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

**RECORDING COVER PAGE**

(Must be typed or printed clearly in BLACK ink only  
and avoid printing in the 1" margins of document)

APN# 177-24-514-043

(11 digit Assessor's Parcel Number may be obtained at:  
<http://redrock.co.clark.nv.us/assrca/prop/owner.aspx>)

**TITLE OF DOCUMENT**  
(DO NOT Abbreviate)

NOTICE OF LIS PENDENS

Document Title on cover page must appear EXACTLY as the first page of the  
document to be recorded.

**RECORDING REQUESTED BY:**

Howard Kim & Associates

RETURN TO: Name Howard Kim & Associates

Address 1055 Whitney Ranch Drive, Ste. 110

City/State/Zip Henderson, NV 89014

**MAIL TAX STATEMENT TO: (Applicable to documents transferring real property)**

Name \_\_\_\_\_

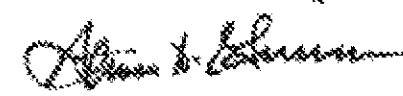
Address \_\_\_\_\_

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

This page provides additional information required by NRS 111.312 Sections 1-2.

An additional recording fee of \$1.00 will apply.

To print this document properly---do not use page scaling.

  
CLERK OF THE COURT

**LISP**

APN #: 177-24-514-043  
HOWARD C. KIM, ESQ.  
Nevada Bar No. 10386  
E-mail: howard@hkimlaw.com  
DIANA S. CLINE, ESQ.  
Nevada Bar No. 10580  
E-mail: diana@hkimlaw.com  
JACQUELINE A. GILBERT, ESQ.  
Nevada Bar No. 10593  
E-mail: jackie@hkimlaw.com  
HOWARD KIM & ASSOCIATES  
1055 Whitney Ranch Drive, Suite 110  
Henderson, Nevada 89014  
Telephone: (702) 485-3300  
Facsimile: (702) 485-3301  
*Attorneys for Plaintiff*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

JPMORGAN CHASE BANK, NATIONAL  
ASSOCIATION, a national association,

Plaintiff,

vs.

SFR INVESTMENTS POOL 1, LLC, a  
Nevada limited liability company; DOES 1  
through 10; and ROE BUSINESS ENTITIES  
1 through 10, inclusive,

Defendants.

SFR INVESTMENTS POOL 1, LLC, a  
Nevada limited liability company,

Counter-Claimant,

vs.

JPMORGAN CHASE BANK, NATIONAL  
ASSOCIATION, a national association;  
ROBERT M. HAWKINS, an individual;  
CHRISTINE V. HAWKINS, an individual;  
DOES 1 10 and ROE BUSINESS ENTITIES  
1 through 10 inclusive,

Counter-Defendant/Cross-Defendants.

Case No. A-13-692304-C

Dept. No. XVIII

**NOTICE OF LIS PENDENS**

HOWARD KIM & ASSOCIATES  
1055 WHITNEY RANCH DRIVE, SUITE 110  
HENDERSON, NEVADA 89014  
(702) 485-3300 FAX (702) 485-3301

HOWARD KIM & ASSOCIATES

1055 WHITNEY RANCH DRIVE, SUITE 110

HENDERSON, NEVADA 89014

(702) 485-3300 FAX (702) 485-3301

PLEASE TAKE NOTICE that the above-entitled counter-claim as described in this notice, was commenced on March 18, 2014, in the above-named Court, located at 200 Lewis Avenue, Las Vegas, Nevada, 89155, by SFR INVESTMENTS POOL 1, LLC ("SFR") against JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, a national association; ROBERT M. HAWKINS, an individual; CHRISTINE V. HAWKINS, an individual; DOES 1 to 10 and ROE BUSINESS ENTITIES 1 through 10 inclusive, and any and all persons unknown, claiming any right, title, estate, lien or interest in the real property described in the counter-claim, adverse to SFR'S ownership or any cloud upon SFR'S title thereto. The counter-claim is now pending in the above-named Court.

This counter-claim affects title to specific real property and the right to possession of specific real property situated in Clark County, Nevada, commonly known as 3263 Morning Springs Drive, Henderson, NV 89074 legally described as follows:

LOT 58 IN BLOCK 10 OF SEASONS AT PEBBLE CANYON, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 53 OF PLATS PAGE 45, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY NEVADA

and more particularly described as Clark County Assessor Parcel Number 177-24-514-043.

DATED March 18th, 2014.

HOWARD KIM & ASSOCIATES

/s/Diana S. Cline

HOWARD C. KIM, Esq.

Nevada Bar No. 10386

DIANA S. CLINE, Esq.

Nevada Bar No. 10580

JACQUELINE A. GILBERT, Esq.

Nevada Bar No. 10593

1055 Whitney Ranch Drive, Suite 110

Henderson, Nevada 89014

Phone: (702) 485-3300

Fax: (702) 485-3301

Attorneys for Plaintiff

Ex. A-19

# EXHIBIT A-19

Ex. A-19

RECORDING REQUESTED BY:  
JPMORGAN CHASE BANK, N.A.

WHEN RECORDED MAIL TO:  
CORELOGIC  
450 E BOUNDARY ST  
CHAPIN, SC 29036  
Case Nbr: 32421281  
Ref Nbr: 5303775687

③

Inet #: 20150511-0000016

Fees: \$19.00

N/C Fee: \$0.00

05/11/2016 08:07:01 AM

Receipt #: 2418945

Requestor:

CORELOGIC

Recorded By: RIVASR Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN: 177-24-514-043

**REQUEST FOR NOTICE PURSUANT TO NRS 116.31168**

JPMorgan Chase Bank, N.A. ("JPMorgan Chase") is attorney-in-fact and servicer the Deed of Trust recorded 6/12/2006, as Instrument Number 20060612-0003526 in the Recorder's office, County of Clark, State of Nevada, which identified **ROBERT M. HAWKINS AND CHRISTINE V. HAWKINS, HUSBAND AND WIFE AS JOINT TENANTS** as Borrower/Grantor, **MARIN CONVEYANCING CORP.** as the Trustee, and **GREENPOINT MORTGAGE FUNDING, INC.** as the Lender and Mortgage Electronic Registration Systems, Inc. ('MERS'), acting solely as a nominee for Lender and Lender's successors and assigns as parties thereto.

The above referenced Deed of Trust encumbers the real property commonly known as 3263 **MORNING SPRINGS DRIVE, HENDERSON, NV, 89074**, APN 177-24-514-043, which is described as follows:

"SEE EXHIBIT 'A' ATTACHED HERETO"

As of the date of recording this Request for Notice, the name of the unit's owner is **ROBERT M. HAWKINS AND CHRISTINE V. HAWKINS, HUSBAND AND WIFE AS JOINT TENANTS**.

JPMorgan Chase hereby demands, in writing, all notices against said real property required to be mailed or recorded pursuant to NRS Chapters 116 and 107, including without limitation, any Notice of Delinquent Assessment, Notice of Default and Election to Sell, or Notice of Sale.

This Request for Notice is directed to all common interest community/communities in which the subject real property is located, including, but not limited to:

Pebble Canyon Homeowners Association  
Taylor Association Management  
259 North Pecos Road #100, Henderson, NV 89074

The JPMorgan Chase demands that written notice be sent to the following address:

CHASE RECORDS CENTER  
HOA CORRESPONDENCE  
LA4-5555  
700 KANSAS LANE  
MONROE, LA 71203

In witness whereof JPMorgan Chase Bank, N.A. caused this instrument to be executed this  
29<sup>th</sup> day of April, 2015.

JPMorgan Chase Bank, N.A. as attorney-in-fact  
and servicer for MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS, INC., AS  
NOMINEE FOR GREENPOINT MORTGAGE  
FUNDING, INC.

Garett Hatton  
(Signature)  
Garett Hatton  
(Printed Name)  
Vice President  
(Title)

STATE OF Louisiana )  
COUNTY OF Orachita Parish ) ss

On 4/29/2015, this instrument was acknowledged before me, by  
Garett Hatton, as Vice President for  
JPMorgan Chase Bank, N.A. personally known to me (or proved to me on the basis of  
satisfactory evidence) to be the person whose name is subscribed to this instrument and  
he/she executed the same in his/her authorized capacity on behalf of the entity upon which the  
he/she acted.

WITNESS my hand and official seal.

Wanda Nez Kinger  
NOTARY PUBLIC'S SIGNATURE  
WANDA NEZ KINGER



EXHIBIT 'A'

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF CLARK,  
STATE OF NEVADA,  
DESCRIBED AS FOLLOWS:

LOT FIFTY (50) IN BLOCK TEN (10) OF SEASONS AT PEBBLE CANYON, AS  
SHOWN BY  
MAP THEREOF ON FILE IN BOOK 53 OF PLATS, PAGE 45, IN THE OFFICE OF THE  
COUNTY  
RECORDER OF CLARK COUNTY, NEVADA.

ASSESSOR'S PARCEL NUMBER: 177-24-514-043

**Ex. B**

# **EXHIBIT B**

**Ex. B**



**DECLARATION OF CHRISTOPHER HARDIN IN SUPPORT OF SFR INVESTMENTS  
POOL 1, LLC'S MOTION FOR SUMMARY JUDGMENT**

I, Christopher Hardin, declare as follows:

1. I am over the age of eighteen years old and competent to testify.
2. I am a resident of Clark County, Nevada.
3. Unless otherwise stated, I have personal knowledge of the facts set forth in this declaration, and for those facts stated on information and belief, I believe them to be true.
4. I am the manager at SFR Investments Pool 1, LLC ("SFR").
5. I make this declaration in support of SFR's Motion for Summary Judgment.
6. SFR maintains records related to real property located at 3263 Morning Springs Drive, Henderson, Nevada 89074; Parcel No. 177-24-514-043 (the "Property"). As manager of SFR, I am familiar with the type of records maintained by SFR. I have personal knowledge of SFR's procedure for obtaining and keeping these records, which are kept and maintained in the ordinary course of SFR's business.
7. As part of my duties as the manager for SFR, I have attended and bid on real property at multiple public foreclosure auctions held on behalf of homeowners' associations by their agents.
8. Based on NRS 116.3116(2), it was my understanding and belief that the homeowner's association liens being foreclosed upon at the auctions I attended include amounts that were prior to any first security interest recorded on the properties.
9. Typically, prior to attending these auctions, I researched which properties would be available for sale through searches on Foreclosure Radar, Nevada Legal News and Clark County Legal News.
10. Based on a review of SFR's business records, on March 1, 2013, I attended a public foreclosure auction of the Property conducted by Nevada Association Services, Inc. ("NAS") on behalf of Pebble Canyon Homeowner's Association (the "Association").

11. Based on a review of SFR's business records, at the publicly noticed auction, I placed the highest bid for \$3,700.00, which I paid on behalf of SFR. A true and correct copy of the cashier's check and receipt are attached hereto as Exhibit B-1.

12. After the auction, SFR received a foreclosure deed. A true and correct copy of the Association foreclosure deed is attached hereto as Exhibit B-2.

13. SFR has no reason to doubt the recitals in the foreclosure deed.

14. If there were any issues with delinquency or noticing, none of these were communicated to SFR before the sale.

15. I have never attended a sale where there was only one qualified bidder in attendance.

16. Neither SFR nor I have any relationship with or interest in the Association, other than owning property within the community.

17. Neither SFR nor I have any relationship with or interest in NAS, outside of SFR's attendance at auctions, bidding and, occasionally, purchasing properties at publically-held auctions conducted by NAS.

18. Based on my research, there was no release of the super-priority portion of the Association's lien recorded against the Property prior to SFR purchasing the Property.

19. Based on my research, there was no lis pendens recorded against the Property prior to SFR purchasing the Property.

20. SFR has been paying the Association's assessments since SFR acquired the Property.

I declare under penalty of perjury that the foregoing is true and correct.

Dated this 1st day of July, 2016.

  
Christopher Hardin

**Ex. B-1**

# **EXHIBIT B-1**

**Ex. B-1**

PURPOSE/REMITTER: SFR INVESTMENTS POOL I LLC



CASHIER'S CHECK

No. 7107504348

93-38  
929

DATE: MARCH 01, 2013

PAY THREE THOUSAND SEVEN HUNDRED DOLLARS AND 00 CENTS

CUSTOMER COPY

\$ 3,700.00

TO THE  
ORDER OF: N A S

LOCATION: 7107 RAINBOW & SAHARA

U.S. Bank National Association  
Minneapolis, MN 55480

NON NEGOTIABLE

AUTHORIZED SIGNATURE

297

U.S. BANK NATIONAL ASSOCIATION 20130301 10242000



702.804.8885 Tel 702.804.8887 Fax  
6224 W. Desert Inn Rd., Las Vegas, NV 89148

3263 Morning Springs Men. 89074

### RECEIPT OF FUNDS AND INSTRUCTIONS

T.S. No. 71809

Date 3/1/13

Check No.	Name of Bank	Amount
<u>7107504348</u>	<u>US Bank</u>	<u>\$ 3,700.00</u>
_____	_____	<u>\$ _____</u>
_____	_____	<u>\$ _____</u>
_____	_____	<u>\$ _____</u>

Total of Cash Received		<u>\$ <del>000000</del></u>
Opening Bid \$ <u>3017.43</u>	Total Received	<u>\$ 3,700.00</u>
	Successful Bid	<u>\$ 3,700.00</u>
	Refund Amount	<u>\$ <del>0</del></u>

Refund Payable to \_\_\_\_\_

Received By [Signature] Buyers Signature [Signature]

Buyers Name Chris Drivers License No. [Redacted]

Title to Property to Be Vested As Follow: SFR Investments

Pool 1, LLC

Address 5030 Paradise Rd B-214 LV NV 89119

Phone Number [Redacted]

Ex. B-2

# EXHIBIT B-2

Ex. B-2

Please mail tax statement and  
when recorded mail to:  
SFR Investments Pool 1, LLC  
5030 Paradise Rd., B-214  
Las Vegas, NV 89119

Inst #: 201303080001848  
Fees: \$18.00 NRC Fee: \$0.00  
RPTT: \$20.40 Ex: #  
03/08/2013 11:35:06 AM  
Receipt #: 1522804  
Requestor:  
NORTH AMERICAN TITLE SUNSET  
Recorded By: DKJ Pgs: 3  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

### FORECLOSURE DEED

APN # 177-24-514-043  
North American Title #33131

NAS # N71869

The undersigned declares:

Nevada Association Services, Inc. herein called agent (for the Pebble Canyon HOA), was the duly appointed agent under the certain Notice of Delinquent Assessment Lien, recorded August 3, 2012 as instrument number 00020922 Book 20120803, in Clark County. The previous owner as reflected on said lien is Robert M Hawkins, Christina V Hawkins. Nevada Association Services, Inc. as agent for Pebble Canyon HOA does hereby grant and convey, but without warranty expressed or implied to: SFR Investments Pool 1, LLC (herein called grantees), pursuant to NRS 116.31162, 116.31163 and 116.31164, all in right, title and interest in and to that certain property legally described as: SEASONS AT PEBBLE CANYON, FLAT BOOK 53, PAGE 45, LOT 50, BLOCK 10 Clark County

#### AGENT STATES THAT:

This conveyance is made pursuant to the powers conferred upon agent by Nevada Revised Statutes, the Pebble Canyon HOA governing documents (CC&R's) and that certain Notice of Delinquent Assessment Lien, described herein. Default occurred as set forth in a Notice of Default and Election to Sell, recorded on 9/20/2012 as instrument #0001446 Book 20120920 which was recorded in the office of the recorder of said county. Nevada Association Services, Inc. has complied with all requirements of law including, but not limited to, the elapsing of 90 days, mailing of copies of Notice of Delinquent Assessment and Notice of Default and the posting and publication of the Notice of Sale. Said property was sold by said agent, on behalf of Pebble Canyon HOA at public auction on 3/1/2013, at the place indicated on the Notice of Sale. Grantee being the highest bidder at such sale, became the purchaser of said property and paid therefore to said agent the amount bid \$3,700.00 in lawful money of the United States, or by satisfaction, pro tanto, of the obligations then secured by the Delinquent Assessment Lien.

Dated: March 1, 2013



By Elissa Hollander, Agent for Association and Employee of Nevada Association Services

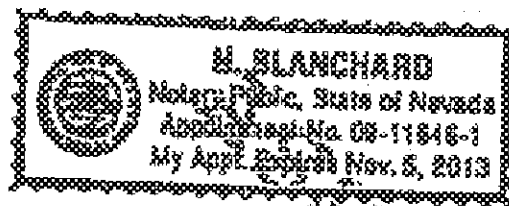
CHASE-HAWKINS0011

STATE OF NEVADA }  
COUNTY OF CLARK }

On March 1, 2013, before me, M. Blanchard, personally appeared Eileen Hollander personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same in his/her authorized capacity, and that by signing his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.  
WITNESS my hand and seal.

(Seal)

(Signature)



*M. Blanchard*

CHASE-HAWKINS0012



STATE OF NEVADA  
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

a. 177-24-514-043

b. \_\_\_\_\_

c. \_\_\_\_\_

d. \_\_\_\_\_

2. Type of Property:

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

FOR RECORDERS OPTIONAL USE ONLY

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

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

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

3.a. Total Value/Sales Price of Property

\$ 3,700.00

b. Deed in Lieu of Foreclosure Only (value of property)

\_\_\_\_\_

c. Transfer Tax Value

\$ 3,700.00

d. Real Property Transfer Tax Due

\$ 20.40

4. If Exemption Claimed:

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

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

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature \_\_\_\_\_

Capacity: Agent

Signature \_\_\_\_\_

Capacity: \_\_\_\_\_

SELLER (GRANTOR) INFORMATION  
(REQUIRED)

Print Name: Nevada Association Services

Address: 6224 W. Desert Inn Rd

City: Las Vegas

State: NV

Zip: 89146

BUYER (GRANTEE) INFORMATION  
(REQUIRED)

Print Name: S F R Investments Pool 1, LLC

Address: 5030 Paradise Rd., B-214

City: Las Vegas

State: NV

Zip: 89119

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

North American Title Company

Escrow # 38131

8485 W. Sunset Road #111

1/17/869

Las Vegas, NV 89113

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

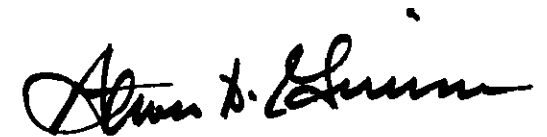
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AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

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# **TAB 16**



CLERK OF THE COURT

**MSJD**

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*Attorneys for Plaintiff JPMorgan Chase Bank N.A.*

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

JPMORGAN CHASE BANK, NATIONAL  
ASSOCIATION, a national association,

Plaintiff,

vs.

SFR INVESTMENTS POOL 1, LLC, a Nevada  
limited liability company; DOES 1 through 10,  
ROE BUSINESS ENTITIES 1 through 10,  
inclusive,

Defendants.

SFR INVESTMENTS POOL 1, LLC a Nevada  
limited liability company,

Counter-Claimant,

vs.

JP MORGAN CHASE BANK National  
Association, a national association; ROBERT M.  
HAWKINS, an individual; CHRISTINE V.  
HAWKINS, an individual; DOES 1-10 and ROE  
BUSINESS ENTITIES 1 through 10, inclusive,

Counter-Defendant/Cross Defendants.

CASE NO. A-13-692304-C

DEPT NO. XXIV

**JPMORGAN CHASE BANK, N.A.'S MOTION FOR SUMMARY JUDGMENT**

JPMorgan Chase Bank, N.A. ("Chase") hereby moves for summary judgment and an order quieting title to the subject property in favor of Chase. This Motion for Summary Judgment ("Motion") is based on Rule 56 of the Nevada Rules of Civil Procedure ("N.R.C.P."), the following memorandum of points and authorities, the pleadings and papers on file, and any oral

1 argument heard by the Court.

2 DATED: July 26, 2016.

3 By:\_\_\_\_\_/s/ Holly Priest\_\_\_\_\_

4 Abran E. Vigil

5 Nevada Bar No. 7548

6 Russell J. Burke

7 Nevada Bar No. 12710

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13

14 *Attorneys for Plaintiff and Counter-*

15 *Defendant JPMorgan Chase Bank, N.A.*

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DATED this 26th day of July, 2016.

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AA 1176

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 In this action for quiet title and declaratory relief, SFR Investments Pool 1, LLC (“SFR”) 4 contends that it purchased the subject property at a homeowners’ association foreclosure sale 5 free and clear of a first deed of trust encumbering the property. JPMorgan Chase Bank, N.A. 6 (“Chase”) is the beneficiary of record of that deed of trust and the contractually authorized 7 servicer for Federal Home Loan Mortgage Corporation (“Freddie Mac”), the owner of the deed 8 of trust.

9 SFR’s claim for an interest in the property free and clear of the deed of trust is precluded 10 by federal statute. In July 2008, Congress passed the Housing and Economic Recovery Act of 11 2008 (“HERA”), Pub. L. No. 110-289, 122 Stat. 2654, codified at 12 U.S.C. § 4511 *et seq.*, 12 which established the Federal Housing Finance Agency (“FHFA” or the “Conservator”) to 13 regulate Freddie Mac, Federal National Mortgage Association (“Fannie Mae”), and the Federal 14 Home Loan Banks. In September 2008, FHFA placed Freddie Mac and Fannie Mae (together, 15 “the Enterprises”) into conservatorships “for the purpose of reorganizing, rehabilitating, or 16 winding up [their] affairs.” 12 U.S.C. § 4617(a)(2). In HERA, Congress granted FHFA an array 17 of powers, privileges, and exemptions from otherwise applicable laws to enable FHFA to carry 18 out its statutory functions when acting as Conservator of the Enterprises. Among these is a 19 broad statutory “exemption” captioned “Property protection” that provides that when the 20 Enterprises are under the conservatorship of FHFA, none of their property “shall be subject to 21 . . . foreclosure . . . without the consent of [FHFA].” 12 U.S.C. § 4617(j)(3) (“Federal 22 Foreclosure Bar”).

23 SFR relies on a state statute that grants homeowners associations a superpriority lien for 24 uncollected dues owed to the homeowners association under certain circumstances. *See* NRS 25 § 116.3116(2) (“State Foreclosure Statute”). The State Foreclosure Statute grants homeowners 26 association liens superpriority for a limited amount above all other interests in a property and 27 enables HOA superpriority lien holders to conduct a foreclosure sale, thereby extinguishing all 28 junior interests.

1 The State Foreclosure Statute conflicts directly with the Federal Foreclosure Bar, which  
2 expressly precludes the involuntary extinguishment of Freddie Mac's property interest. Here, the  
3 Conservator did not consent to any HOA sale that extinguished Freddie Mac's interest in the  
4 Property. Under the Supremacy Clause, the State Foreclosure Statute must yield, and the HOA  
5 Sale did not extinguish Freddie Mac's interest.

6 In eleven cases presenting the same legal issue, courts in the U.S. District Court of Nevada  
7 have recently resolved dispositive motions in favor of FHFA, Freddie Mac, and Fannie Mae.<sup>1</sup> One  
8 of these cases granted summary judgment against SFR, the same defendant that appears in this  
9 case. *FHFA v. SFR*, 2016 WL 2350121. Moreover, Nevada state courts have granted Fannie Mae,  
10 Freddie Mac, and their servicers summary judgment in six cases concerning related issues.<sup>2</sup> These  
11 cases held that the Federal Foreclosure Bar preempts any Nevada law, including the State  
12 Foreclosure Statute, that would otherwise permit the HOA's foreclosure of its superpriority lien to  
13 extinguish the Enterprises' interests in the Property while the Enterprises are under FHFA's  
14 conservatorship.

15 The Deed of Trust was not extinguished for several other reasons. As an initial matter,  
16 *SFR Investments Pool 1, LLC v. U.S. Bank* does not apply retroactively. In addition, the Court  
17

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18 <sup>1</sup> See *Skylights v. Byron*, 112 F. Supp. 3d 1145 (D. Nev. 2015); *Elmer v. Freddie Mac*, No. 2:14-cv-  
19 01999-GMN-NJK, 2015 WL 4393051 (D. Nev. July 14, 2015); *Premier One Holdings, Inc. v. Fannie*  
20 *Mae*, No. 2:14-cv-02128-GMN-NJK, 2015 WL 4276169 (D. Nev. July 14, 2015); *Williston Inv. Grp.,*  
21 *LLC v. JP Morgan Chase Bank, N.A.*, No. 2:14-cv-02038-GMN-PAL, 2015 WL 4276144 (D. Nev. July  
22 14, 2015); *My Glob. Vill., LLC v. Fannie Mae*, No. 2:15-cv-00211-RCJ-NJK, 2015 WL 4523501 (D. Nev.  
23 July 27, 2015); *1597 Ashfield Valley Trust v. Fannie Mae*, No. 2:14-cv-02123-JCM, 2015 WL 4581220  
24 (D. Nev. July 28, 2015); *Fannie Mae v. SFR Invs. Pool 1, LLC*, No. 2:14-CV0-2046-JAD-PAL, 2015 WL  
5723647 (D. Nev. Sept. 28, 2015); *Saticoy Bay, LLC Series 1702 Empire Mine v. Fannie Mae*, No. 2:14-  
CV-01975-KJD-NJK, 2015 WL 5709484 (D. Nev. Sept. 29, 2015); *Berezovsky v. Moniz*, No. 2:15-cv-  
01186-GMN-GWF, 2015 WL 8780198 (D. Nev. Dec. 15, 2015); Order, *Opportunity Homes, LLC v.*  
*Freddie Mac*, No. 2:15-cv-008993-APG-GWF (D. Nev. Mar. 11, 2016), ECF No. 39; *FHFA v. SFR Invs.*  
*Pool 1, LLC*, No. 2:15-cv-1338-GMN-CWH, 2016 WL 2350121 (D. Nev. May 2, 2016). The latter ten  
cases adopted the court's reasoning in *Skylights*.

25 <sup>2</sup> See *Saticoy Bay LLC Series 9641 Christine View vs. Fannie Mae*, No. A-13-690924-C (Nev. Dist. Ct.  
26 Dec. 8, 2015); *5312 La Quinta Hills LLC, vs. BAC Home Loans Serv'g LP*, No. A-13-693427-C (Nev.  
27 Dist. Ct. Jan. 6, 2016); *NV West Servicing LLC v. Bank of America, N.A.*, No. A-14-705996-C (Nev. Dist.  
28 Ct. Jan. 25, 2016); *Fort Apache Homes, Inc. vs. JPMorgan Chase Bank, N.A.*, No. A-13-691166-C (Nev.  
Dist. Ct. Feb. 5, 2016); *RLP-Buckwood Court, LLC, v. GMAC Mortg., LLC*, No. A-13-686438-C, (Nev.  
Dist. Ct. May 24, 2016); *A&I LLC Series 3 v. Lowry*, No. A-13-691529-C (Nev. Dist. Ct. May 31, 2016).  
Plaintiff does not cite these cases as precedential authority and is mindful of Nevada Sup. Ct. R.  
123. However, these cases are offered as persuasive authority to demonstrate the manner in which the  
Nevada courts may rule in future, published cases.

1 should void the sale due to the gross inadequacy of price paid by SFR, as well as other  
2 irregularities in the sale. Moreover, the homeowner association conveyed only its lien interest to  
3 SFR. Finally, the pre-October 2015 version of the State Foreclosure Statute is unconstitutional.  
4 Accordingly, for these reasons as well, summary judgment must be granted in favor of Chase.

## 5 **II. BACKGROUND**

### 6 **A. The Secondary Mortgage Market**

7 In 1970, Congress chartered Freddie Mac to facilitate the nationwide secondary mortgage  
8 market, and thereby to enhance the equitable distribution of mortgage credit throughout the  
9 nation. *See City of Spokane v. Fannie Mae*, 775 F.3d 1113, 1114 (9th Cir. 2014). Freddie Mac's  
10 federal statutory charter authorizes it to purchase and deal only in secured "mortgages," not  
11 unsecured loans. *See* 12 U.S.C. §§ 1451(d) (defining mortgages as *secured* liens), 1453  
12 (authorizing purchase of residential mortgages and setting forth minimum requirements for such  
13 mortgages). In the course of carrying out its congressionally mandated mission, Freddie Mac has  
14 purchased millions of mortgages nationwide, including hundreds of thousands of mortgages in  
15 Nevada.

16 While Freddie Mac fills this role in the market, it is not in the business of managing the  
17 mortgages themselves, such as handling day-to-day borrower communications. Therefore,  
18 Freddie Mac, like other investors in loans, contracts with servicers that often serve as the  
19 recorded beneficiary of deeds of trust to facilitate the servicers' efficient management of those  
20 loans. *See Cervantes v. Countrywide Home Loans, Inc.*, 656 F.3d 1034, 1038-39 (9th Cir. 2011)  
21 (describing how loan owners contract with servicers and the servicers' role); Restatement (Third)  
22 of Prop.: Mortgages § 5.4 cmt. c ("Restatement") (discussing the common practice where  
23 investors in the secondary mortgage market designate their servicer to be assignee of the  
24 mortgage);<sup>3</sup> Freddie Mac's Single-Family Seller/Servicer Guide (the "Guide") at 1101.2(a)  
25 (discussing Freddie Mac's relationship with servicers to manage the loans Freddie Mac

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26 <sup>3</sup> *Cf.* 12 C.F.R. § 226.39(a)(1) (2015) (excluding servicers from federal regulations requiring loan  
27 owners to disclose transfers of mortgages to affected consumers and confirming that "a servicer of  
28 a mortgage loan shall not be treated as the owner of the obligation if the servicer holds title to the loan, or  
title is assigned to the servicer, solely for the administrative convenience of the servicer in servicing the  
obligation").



1 purchases). The Nevada Supreme Court has recognized the importance of these relationships by  
2 adopting the Restatement approach. *See In re Montierth*, 354 P.3d 648, 650-51 (Nev. 2015).  
3 *Montierth* holds that when a loan owner has an agent or contractual relationship with an entity  
4 who acts as the beneficiary of record of a deed of trust, the loan owner (though not the recorded  
5 beneficiary) maintains a secured property interest. *Id.*

6 **B. Undisputed Facts Specific to this Case**

7 **1. *The Subject Property, Note, and Deed of Trust***

8 A Deed of Trust listing Robert M. Hawkins and Christine V. Hawkins as the borrowers  
9 (“Borrower”); GreenPoint Mortgage Funding, Inc. as the lender (“Lender”); Marin  
10 Conveyancing Corp. as the trustee (“Trustee”); and Mortgage Electronic Registration Systems,  
11 Inc. (“MERS”), as beneficiary solely as nominee for Lender and Lender’s successors and assigns  
12 was recorded on June 12, 2006. *See* Ex. 5, Deed of Trust.<sup>4</sup> The Deed of Trust granted Lender a  
13 security interest in real property known as 3263 Morning Springs Drive, Henderson, Nevada,  
14 89074, (the “Property”) to secure the repayment of a loan in the original amount of \$240,000 to  
15 Borrower (the “Loan”). *See* Ex. 6, Note.

16 Freddie Mac purchased the Loan and thereby obtained a property interest in the Deed of  
17 Trust on or about September 27, 2006. *See* Ex. 7, Freddie Mac Decl. ¶ 5d. Freddie Mac has  
18 never sold or transferred the Loan to any other entity. *Id.* On September 6, 2008, pursuant to  
19 HERA, FHFA’s Director placed Freddie Mac into conservatorship. On October 26, 2009,  
20 MERS assigned the Deed of Trust to Chase. *See* Ex. 8, Assignment of Deed of Trust. The  
21 assignment of the Deed of Trust was recorded on October 27, 2009. *Id.* At the time of the HOA  
22 Sale on March 1, 2013, Plaintiff was the servicer of the Loan for Freddie Mac. *See* Ex. 4, Chase  
23 Declaration ¶ 5d.

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<sup>4</sup> Chase requests, pursuant to NRS 47.130, that the Court take judicial notice of all recorded documents  
27 provided as evidence in this motion, as they are capable of accurate and ready verification based on the  
28 records of the Clark County Recorder, a source whose accuracy cannot reasonably be questioned. *See*  
*also* NRS 52.015. In addition, Chase has provided certified copies of the recorded documents which are  
presumed to be true and correct pursuant to NRS 52.125.

1           **2. *Freddie Mac's Contract with Its Servicers Establishes that Freddie Mac Retains an***  
2           ***Ownership Interest in the Deed of Trust While the Servicer Is the Beneficiary of***  
3           ***Record***

4           The relationship between Plaintiff, as the servicer of the Loan, and Freddie Mac, as  
5           owner of the Loan, is governed by the Guide, a central governing document for Freddie Mac's  
6           relationship with servicers nationwide. *See* Ex. 10 at ¶ 2; Guide at 1101.2(a), Ex. 9.<sup>5</sup>

7           The Guide provides that:

8                     For each Mortgage purchased by Freddie Mac, the Seller and the  
9                     Servicer agree that Freddie Mac may, at any time and without  
10                    limitation, require the Seller or the Servicer, at the Seller's or the  
11                    Servicer's expense, to make such endorsements to and assignments  
12                    and recordations of any of the Mortgage documents so as to reflect the  
13                    interests of Freddie Mac.

14           Guide at 1301.10, Ex.9.

15           The Guide also provides that:

16                    The Seller/Servicer is not required to prepare an assignment of the  
17                    Security Instrument to Freddie Mac. However, *Freddie Mac may, at*  
18                    *its sole discretion and at any time, require a Seller/Servicer, at the*  
19                    *Seller/Servicer's expense, to prepare, execute and/or record*  
20                    *assignments of the Security Instrument to Freddie Mac.*

21           Guide at 6301.6 (emphasis added), Ex. 9.

22           The Guide authorizes servicers to foreclose on the Deed of Trust on behalf of Freddie  
23           Mac. *See, e.g.,* Guide at 8105.3, 9301.1, 9301.12, 9401.1, Ex. 9. Accordingly, the Guide also  
24           provides for a temporary transfer of possession of the note when necessary for servicing,  
25           including foreclosure. *See* Guide at 8107.1, 8107.2, 9301.11. Ex. 9. However, when in  
26           "physical or constructive possession of a Note," the Servicer must "follow prudent business  
27           practices" to ensure that the note is "identif[ied] as a Freddie Mac asset." *Id.* at 8107.1(b).  
28

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24           <sup>5</sup> The Guide is publicly available on Freddie Mac's website. An interactive version is available at  
25           [www.freddiemac.com/singlefamily/guide](http://www.freddiemac.com/singlefamily/guide), and archived prior versions of the Guide are available at  
26           [www.freddiemac.com/singlefamily/guide/bulletins/snapshot.html](http://www.freddiemac.com/singlefamily/guide/bulletins/snapshot.html). While the cited sections of the Guide  
27           have been amended over the course of Freddie Mac's ownership of the Loan, none of these amendments  
28           have changed these sections in a way material to this case. A static, PDF copy of the most recent version  
              of the Guide is available at  
              <http://www.allregs.com/tpl/Viewform.aspx?formid=00051757&formtype=agency>. The Court may take  
              judicial notice of the Guide. *See, e.g., Charest v. Fannie Mae*, 9 F. Supp. 3d 114, 118 & n.1 (D. Mass.  
              2014); *Cirino v. Bank of Am., N.A.*, No. CV 13-8829 PSG MRWX, 2014 WL 9894432, at \*7 (C.D. Cal.  
              Oct. 1, 2014).

1 Furthermore, when transferring documents in a mortgage file, including a note, the servicer must  
2 ensure the receiver acknowledges that the note is “Freddie Mac’s property.” Guide at 3302.5,  
3 Ex. 9.

4 The Guide further provides that:

5 All documents in the Mortgage file, . . . and all other documents and  
6 records related to the Mortgage of whatever kind or description . . .  
7 will be, and will remain at all times, the property of Freddie Mac. All  
of these records and Mortgage data in the possession of the Servicer  
are retained by the Servicer in a custodial capacity only.

8 Guide at 1201.9, Ex. 9.

9 The Guide provides that a transferee servicer undertakes all responsibilities under the  
10 Guide. See Guide at 7101.15(c), Ex. 9.

11 Finally, the Guide provides that:

12 When a Transfer of Servicing occurs, the Transferor Servicer may not  
13 . . . further endorse the Note, but must prepare and complete  
assignments . . . .

14 To prepare and complete an assignment of a Security Instrument for a  
15 Subsequent Transfer of Servicing for a Mortgage not registered with  
MERS, the Transferor Servicer must . . . [a]ssign the Security  
16 Instrument to the Transferee Servicer and record the assignment.

17 Guide at 7101.6, Ex. 9.

### 18 ***3. Borrowers File for Bankruptcy and Obtain a Discharge Order.***

19 On March 3, 2012, Borrowers filed a Chapter 7 bankruptcy action, listing the HOA as an  
20 unsecured creditor. See Ex. 10, Chapter 7 Petition. In that action, the Bankruptcy Court  
21 discharged Borrowers’ debts pursuant to a discharge order dated June 26, 2012. See Ex. 11,  
22 Chapter 7 Discharge Order. Borrowers’ bankruptcy attorneys notified the HOA’s debt collection  
23 firm, Nevada Association Services, Inc. (“NAS”) of the discharge order by letter dated July 23,  
24 2012. See Ex. 12. NAS acknowledged receipt of the July 23 letter but still insisted that  
25 Borrowers pay the pre-bankruptcy petition HOA assessments. See Ex. 13.

### 26 ***4. The HOA Foreclosure Sale and SFR’s Purported Acquisition of the Property***

27  
28 On August 3, 2012, NAS recorded a Notice of Delinquent Assessment Lien (the “HOA  
Lien”) for \$1,333.00 against the Property on behalf of Pebble Canyon Homeowners Association

1 (the “HOA”) in the Official Records, as Book and Instrument No. 20120803-0002972. *See* Ex.  
2 14, Notice of Delinquent Assessment Lien. According to the HOA Lien, the HOA had a lien on  
3 the Property in accordance with its “[D]eclaration of Covenants Conditions and Restrictions  
4 (CC&Rs), recorded on November 8, 1991...” *Id.* The Declaration of Covenants, Conditions and  
5 Restrictions and Grant of Easements for Pebble Canyon Homeowners Association (“CC&Rs”)  
6 were recorded in November 1991, and include a “Priority of Assessment Lien” provision that  
7 states an HOA lien is subordinate to a first mortgage.<sup>6</sup> *See* Ex. 15, CC&Rs at § 5.07.  
8 “Mortgage” is defined as “a deed of trust as well as a mortgage, and the terms may be used  
9 interchangeably herein.” *Id.* at § 1.13.

10 On September 20, 2012, NAS recorded a Notice of Default and Election to Sell Under  
11 Homeowners Association Lien (the “HOA Notice of Default”) for \$2,126.00 against the Property  
12 on behalf of the HOA in the Official Records, as Book and Instrument No. 20120920-0001446.  
13 *See* Ex. 16, Notice of Default and Election to Sell Under Homeowners Association Lien. On  
14 February 7, 2013, NAS recorded a Notice of Foreclosure Sale against the Property on behalf of  
15 the HOA in the Official Records, as Book and Instrument No. 20130207-0000892. *See* Ex. 17,  
16 Notice of Foreclosure Sale. The Notice of Foreclosure Sale listed the amount owed as \$3,142.43.

17 On March 1, 2013, NAS conducted a foreclosure sale of the Property (the “HOA  
18 Foreclosure Sale”). *See* Ex. 18, HOA Foreclosure Deed. SFR, one of two bidders, purchased the  
19 interest sold at the HOA Foreclosure Sale for \$3,700. *See id.*; Ex. 19, Dep. Tr. of NAS at 44:5-6.  
20 At the time of the sale, NAS calculated a total lien amount of \$3,387.83, which included pre-  
21 discharge assessments. *See* Ex. 20, NAS Delinquency; Ex. 21, HOA Ledger. On March 6, 2013,  
22 a foreclosure deed was recorded against the Property. *See* Ex. 18. The foreclosure deed states  
23 that the Property was sold in an HOA foreclosure sale on March 1, 2013, to SFR with a purchase  
24 price of \$3,700. *See id.* The Foreclosure Deed states that the HOA is transferring its interest  
25 only, not the owners. *See id.*

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26 <sup>6</sup> The CC&R’s state in pertinent part “The lien of the assessments, including interest, late fees and  
27 costs (including attorneys’ fees), provided for herein shall be subordinate to the lien of any first  
28 Mortgage upon any Lot. “

At no time did the Conservator consent to the HOA Sale extinguishing or foreclosing Freddie Mac's interest in the Property. *See* Ex. 22 (FHFA's Statement on HOA Super-Priority Lien Foreclosures (Apr. 21, 2015), [www.fhfa.gov/Media/PublicAffairs/Pages/Statement-on-HOA-Super-Priority-Lien-Foreclosures.aspx](http://www.fhfa.gov/Media/PublicAffairs/Pages/Statement-on-HOA-Super-Priority-Lien-Foreclosures.aspx)).

Further, at the time of the HOA Foreclosure Sale, the Property had a fair market value of \$123,000. *See* Ex. 23, Expert Report of Craig Morley.<sup>7</sup> After the HOA Foreclosure Sale, Chase expended \$3,772.78 to maintain the Property by paying property taxes and insurance. *See* Ex. 24, Escrow Activity. SFR did not pay property taxes or insurance until after the initiation of this lawsuit. *See id.*

### III. DISCUSSION

#### A. Summary Judgment Standard.

Summary judgment is "an integral part" of Nevada's procedural rules, "which are designed to secure the just, speedy, and inexpensive determination of every action." *Wood v. Safeway*, 121 Nev. 724, 730, 121 P.3d 1026, 1031 (2005). A court should grant summary judgment when the moving party demonstrates that no genuine issue of material fact exists, and that the moving party is entitled to judgment as a matter of law. N.R.C.P. 56(c).

A fact is material if it "might affect the outcome of the suit under the governing law," and a dispute as to a material fact is genuine "if the evidence is such that a reasonable jury could return a verdict for the nonmoving party." *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248 (1986). On a summary judgment motion, "[t]he mere existence of some alleged factual dispute between the parties will not defeat an otherwise supported motion for summary judgment." *Anderson*, 477 U.S. at 256. Once the moving party has carried its burden of showing that no material fact is in dispute, "the party opposing the motion 'may not rest upon the mere allegations or denials in his pleadings, but . . . must set forth specific facts showing there is a

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<sup>7</sup> The fair market value of the Property is undisputed. While SFR retained a "rebuttal" expert, the expert does not give his opinion as to the fair market value of the Property at the time of the HOA Foreclosure Sale. Instead, he opines as to the value of the bundle of rights that was being purchased at the HOA Foreclosure Sale. Accordingly, the testimony and report is beyond the scope of a permissible rebuttal expert and is irrelevant to determine whether the price paid at the HOA Foreclosure Sale is grossly inadequate.

genuine issue for trial.’” *Liberty Lobby, Inc.*, 477 U.S. at 248. A party opposing summary judgment “‘must do more than simply show that there is some metaphysical doubt as to the material facts,’ . . . and [it] ‘may not rely on conclusory allegations or unsubstantiated speculation.’” *Matsushita Elec. Indus. Co. v. Zenith Radio Corp.*, 475 U.S. 574, 587 (1986). Here, no genuine issue of material fact exists to preclude summary judgment in Chase’s favor.

**B. The Federal Foreclosure Bar Defeats SFR’s Claim to an Interest in the Property Free and Clear of the Deed of Trust.**

***1. The Federal Foreclosure Bar Preempts Contrary State Law***

A federal statute expressly preempts contrary law when it “explicitly manifests Congress’s intent to displace state law.” *Valle del Sol Inc. v. Whiting*, 732 F.3d 1006, 1022 (9th Cir. 2013). This is the case here: the text of HERA declares that “[n]o property of the Agency shall be subject to levy, attachment, garnishment, foreclosure, or sale.” 12 U.S.C. § 4617(j)(3). The Federal Foreclosure Bar automatically bars any nonconsensual limitation or extinguishment through foreclosure of any interest in property held by Freddie Mac while in conservatorship. All of these “adverse actions . . . could otherwise be imposed on FHFA’s property under state law. Accordingly, Congress’s creation of these protections clearly manifests its intent to displace state law.” *Skylights*, 112 F. Supp. 3d at 1153; *accord Elmer*, 2015 WL 4393051, at \*3-4; *Premier One*, 2015 WL 4276169, at \*3; *Williston*, 2015 WL 4276144, at \*3-4; *My Glob. Vill.*, 2015 WL 4523501, at \*4 (The “Supremacy Clause . . . prevent[s] NRS 116.3116 from extinguishing Fannie’s [Deed of Trust] in the Property without consent.”). Therefore, the Federal Foreclosure Bar preempts the State Foreclosure Statute to the extent that the state statute otherwise would permit any such nonconsensual limitation or extinguishment.

The Federal Foreclosure Bar preempts the State Foreclosure Statute because “state law is naturally preempted to the extent of any conflict with a federal statute.” *Valle del Sol*, 732 F.3d at 1023 (quoting *Crosby v. Nat’l Foreign Trade Council*, 530 U.S. 363, 372 (2000)). “[U]nder the Supremacy Clause . . . any state law, however clearly within a State’s acknowledged power, which interferes with or is contrary to federal law, must yield.” *Gade v. Nat’l Solid Wastes Mgmt. Ass’n*, 505 U.S. 88, 108 (1992) (internal quotations and citations omitted). Therefore,

1 conflict preemption occurs “where it is impossible for a private party to comply with both state  
2 and federal law” or “where the challenged state law stands as an obstacle to the accomplishment  
3 and execution of the full purposes and objectives of Congress.” *Valle del Sol*, 732 F.3d at 1023  
4 (internal quotations and citations omitted). In short, “state law that conflicts with federal law is  
5 without effect.” *Cipollone v. Liggett Grp., Inc.*, 505 U.S. 504, 516 (1992).

6 In applying this governing rule, a federal court evaluating another provision of HERA  
7 held that it preempted certain state laws because “[e]xposure to state law claims would  
8 undermine the FHFA’s ability to establish uniform and consistent standards for the regulated  
9 entities. . . . If [p]laintiffs’ state claims were not preempted, liability based on these claims  
10 would create obstacles to the accomplishment of the policy goals set forth in [HERA].”  
11 *California ex rel. Harris v. FHFA*, No. 10-cv-03084, 2011 WL 3794942, at \*16 (N.D. Cal. Aug.  
12 26, 2011). In addition, courts applying the companion statute governing Federal Deposit  
13 Insurance Corporation (“FDIC”) receiverships have similarly held that it supersedes otherwise-  
14 applicable state law. *See, e.g., FDIC v. Lowery*, 12 F.3d 995 (10th Cir. 1993) (concluding that  
15 local taxing authorities could not sell property owned by FDIC to satisfy tax liens without  
16 FDIC’s consent and noting that “[t]he text of section 1825(b)(2) is unequivocal and suggests no  
17 implied exception”); *GWN Petroleum Corp. v. Ok-Tex. Oil & Gas, Inc.*, 998 F.2d 853 (10th Cir.  
18 1993) (concluding that a private judgment holder’s attempt to garnish proceeds from the sale of  
19 oil and gas paid to the FDIC was barred by Section 1825(b)(2)).<sup>8</sup>

20 Similarly, Congress’s clear and manifest purpose in enacting Section 4617(j)(3) was to  
21 protect the nationwide operations of the Enterprises while in conservatorship from actions, such  
22 as the HOA Sale, that otherwise would deprive them of their interests in property. In so doing,  
23 Congress ensured that the Enterprises would not be subject to an array of conflicting state laws,  
24

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25 <sup>8</sup> When analyzing HERA’s provisions, courts have frequently turned to precedent interpreting the  
26 analogous receivership authority of the FDIC. *See, e.g., Cty. of Sonoma v. FHFA*, 710 F.3d 987, 993 (9th  
27 Cir. 2013) (referring to the FDIC’s statutory authority in a related area as “analogous to 12 U.S.C.  
28 § 4617(f)”; *In re Fed. Home Loan Mortg. Corp. Derivative Litig.*, 643 F. Supp. 2d 790, 795 (E.D. Va.  
2009) (“[T]he Court is persuaded by decisions that have reached the same conclusion when interpreting  
[FIRREA], whose provisions regarding the powers of federal bank receivers and conservators are  
substantially identical to those of HERA.”), *aff’d sub nom. La. Mun. Police Ret. Sys. v. FHFA*,  
434 F. App’x 188 (4th Cir. 2011).

1 such as those relied upon by SFR, which could undermine the Conservator's efforts to restore  
2 and assure the safety and soundness of the Enterprises' business operations. Accordingly, the  
3 Federal Foreclosure Bar preempts any state law that would authorize the HOA Sale to effect the  
4 nonconsensual extinguishment of Freddie Mac's interest in the Property and thereby permit SFR  
5 to claim an interest free and clear of the Deed of Trust.

## 6 ***2. The Federal Foreclosure Bar Protected Freddie Mac's Property Interest***

7 To successfully invoke the Federal Foreclosure Bar's preemptive protection, Chase needs  
8 to establish two things: First, that Freddie Mac owned the Loan at the time of the HOA Sale, and  
9 second, that ownership of the Loan was a property interest covered by the Federal Foreclosure  
10 Bar's protection. Chase satisfies both here. Furthermore, while it is not Chase's burden to  
11 establish this fact, it is undisputed that FHFA has not consented to the extinguishment of Freddie  
12 Mac's property interest in this case.

### 13 a. Freddie Mac Had a Protected Property Interest at the Time of the HOA Sale

14 On or about September 27, 2006, Freddie Mac purchased the Loan, and thereby acquired  
15 ownership of both the promissory note and the Deed of Trust. Freddie Mac never sold the Loan  
16 to another entity. *See* Ex. 7 ¶ 5d. At the time of the HOA Sale, Chase acted as Freddie Mac's  
17 authorized loan servicer and beneficiary of record of the Deed of Trust for the Loan. *See* Ex. 4 at  
18 ¶ 5d. As Freddie Mac's servicer of the Loan, Chase was in a contractual relationship with  
19 Freddie Mac requiring Chase, upon Freddie Mac's request, to assign all of its interest to Freddie  
20 Mac. Under Nevada law, Freddie Mac owned the Deed of Trust and thereby maintained a  
21 property interest in the underlying collateral at the time of the HOA Sale in March 2013.

22 Freddie Mac's acquisition and continued ownership of the Loan at the time of the HOA  
23 Sale are amply supported by the business records data derived from the MIDAS system, a  
24 database that Freddie Mac uses in its everyday business to track millions of loans that it acquires  
25 and owns nationwide. It is also supported by Chase's business records, and also derived from a  
26 database Chase uses to track the loans that it services. Under the applicable rules of evidence,  
27 business records are, by their nature, admissible to prove the truth of their contents when  
28 introduced by a qualified witness, as they are here. *See* NRS 51.135; Fed. R. Evid. 803 (advisory



committee's note to 1972 proposed rules) (noting that business records have "unusual reliability" and include electronic database records).

*i. Freddie Mac Owned the Note and Deed of Trust Under Nevada Law*

**(1) Nevada Adopts the Restatement Approach that Acknowledges the Loan Owner-Servicer Relationship**

Pursuant to Nevada law, when Freddie Mac purchased the Loan, Freddie Mac thereby acquired ownership of the note and Deed of Trust. In *Edelstein v. Bank of New York Mellon*, the Nevada Supreme Court adopted the Restatement approach to the transfer of mortgages. 286 P.3d 249, 257-58 (Nev. 2012) (citing Restatement (Third) of Prop.: Mortgages § 5.4(a) (1997) ("Restatement")). Recently, the Nevada Supreme Court reaffirmed that it adopted the entirety of the Restatement approach, including sections not discussed in *Edelstein*. *In re Montierth*, 354 P.3d 648, 650-51 (Nev. 2015). Under the Restatement approach adopted in *Edelstein* and *Montierth*, ownership of the Deed of Trust was transferred to Freddie Mac along with the promissory note when Freddie Mac purchased the Loan.

The Restatement describes the typical arrangement between investors in mortgages, such as Freddie Mac, and their servicers:

Institutional purchasers of loans in the secondary mortgage market often designate a third party, not the originating mortgagee, to collect payments on and otherwise "service" the loan for the investor. In such cases the promissory note is typically transferred to the purchaser, but an assignment of the mortgage from the originating mortgagee to the servicer may be executed and recorded. This assignment is convenient because it facilitates actions that the servicer might take, such as releasing the mortgage, at the instruction of the purchaser. The servicer may or may not execute a further unrecorded assignment of the mortgage to the purchaser.

Restatement § 5.4 cmt. c (emphasis added). The Restatement then emphasizes that this arrangement preserves the investor's ownership interest:

*It is clear in this situation that the owner of both the note and mortgage is the investor and not the servicer.* This follows from the express agreement to this effect that exists among the parties involved. The same result would be reached if the note and mortgage were originally transferred to the institutional purchaser, who thereafter designated another party as servicer and executed and recorded a mortgage assignment to that party for convenience while retaining the promissory note.

1 *Id.* (emphasis added). Thus, the Restatement acknowledges that the assignment of a deed of trust  
2 to a servicer does not alter the fact that the purchaser of the loan remains the owner of the note  
3 and deed of trust. *See Berezovsky*, 2015 WL 8780198, at \*3 (citing Restatement to hold that  
4 Freddie Mac had a protected property interest while its servicer was beneficiary of the deed of  
5 trust); *FHFA v. SFR*, 2016 WL 2350121, at \*6 (similar; granting FHFA, Fannie Mae, and  
6 Freddie Mac summary judgment regarding five properties). The Restatement approach is a  
7 recognition of the realities of the mortgage industry: Freddie Mac and Fannie Mae can more  
8 efficiently support the national secondary mortgage market if they can contract with servicers to  
9 manage loans without relinquishing ownership of deeds of trust.<sup>9</sup>

10 *Montierth* clarified that the above provisions of the Restatement were incorporated into  
11 Nevada law, although they were not mentioned in *Edelstein*: “Because it was not pertinent to  
12 [the Nevada Supreme Court’s] analysis in *Edelstein*, [the court] did not include the exceptions  
13 provided in the Restatement.” *Montierth*, 354 P.3d at 651. Accordingly, *Montierth* held that a  
14 foreclosure could proceed when the noteholder was not the beneficiary named in the recorded  
15 deed of trust, so long as the named beneficiary had authority to foreclose on the noteholder’s  
16 behalf. *Id.* at 650-51. *Montierth* also stated unequivocally that in those circumstances a note  
17 owner remains “a secured creditor” under Nevada law, meaning that it retains a property interest  
18 in the collateral. *Id.*

19 The facts of *Montierth* help clarify the application of the Restatement approach. The  
20 borrowers in *Montierth* had executed a promissory note in favor of the lender, 1st National  
21 Lending Services, who later transferred the note to Deutsche Bank. *Id.* at 649. The borrowers  
22 had also executed a deed of trust in favor of MERS “solely as nominee for Lender and Lender’s  
23 successors and assigns.” *Id.* After the borrowers declared bankruptcy, they sought to rely upon  
24 *Edelstein* to contend that Deutsche Bank was not a secured creditor because “it did not have a  
25 unified note and deed of trust.” *Id.* at 650. The Nevada Supreme Court rejected the borrowers’  
26 argument, explaining that “foreclosure is not impossible if there is either a principal-agent

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27 <sup>9</sup> The Restatement approach also is consonant with federal law, which defines the scope of property  
28 interests protected by statutes such as the Federal Foreclosure Bar broadly. *See supra* at Restatement  
§ 5.4 cmt. c.

1 relationship between the note holder and the mortgage holder, or the mortgage holder ‘otherwise  
2 has authority to foreclose on the [note holder]’s behalf.’ We agree with the Restatement’s  
3 reasoning.” *Id.* at 651 (citing Restatement § 5.4 cmts. c, e). The Nevada Supreme Court  
4 concluded that “in the present case, MERS would be authorized to foreclose on behalf of  
5 Deutsche Bank at Deutsche Bank’s direction because MERS is its agent, and reunification of the  
6 instruments would not be required.” *Id.* Thus, Deutsche Bank, as holder of the promissory note,  
7 was a secured creditor, even though MERS was beneficiary of record of the deed of trust. *Id.*

8 Therefore, *Montierth* explains that where the record beneficiary of the deed of trust has  
9 contractual authority to foreclose on the note owner’s behalf, the note owner maintains a  
10 property interest in the collateral. *See id.*; *Edelstein*, 286 P.3d at 254. *Montierth* thus makes  
11 clear that any “split” of the note and deed of trust is legally irrelevant in the context of a  
12 relationship such as that between a note owner and servicer. In “agree[ing] with the  
13 Restatement’s reasoning,” and specifically citing to Section 5.4, comment c of the Restatement,  
14 the Nevada Supreme Court was adopting the principle that an investor acquires a property  
15 interest in the deed of trust when it purchases the note when it has an agent or contractual  
16 relationship with the beneficiary of record of the deed of trust. *See Montierth*, 354 P.3d at 651;  
17 Restatement § 5.4 cmt. c. In such a circumstance, the purchaser of the note, like Freddie Mac  
18 here, is a secured lender with a “fully-secured, first priority deed” that can be enforced. *See*  
19 *Montierth*, 354 P.3d at 651; *see also Thomas v. BAC Home Loans Servicing, LP*, No. 56587,  
20 2011 WL 6743044, at \*1, 3 & n.9 (Nev. Dec. 20, 2011) (noting that Freddie Mac’s status as  
21 owner of the note was not inconsistent with other entities being the assignee of the deed of trust  
22 and holder of the note).

## 23 24 **(2) Nevada Adopts the Uniform Commercial Code, Which Is Consistent with the Restatement Approach**

25 The Restatement approach is consistent with Nevada’s version of the Uniform  
26 Commercial Code Article 9, which applies to transfers of real property interests and likewise  
27 provides that Freddie Mac’s acquisition of the promissory note gave it a secured interest in the  
28 Property. Specifically, Nevada Revised Statute § 104.9203(7) provides that “[t]he attachment of

1 a security interest in a right to payment or performance secured by a security interest or other  
2 lien on personal or real property is also attachment of a security interest in the security, mortgage  
3 or other lien.” *See also* NRS § 104.9102(1)(ttt)(4) (defining “secured party” under UCC Art. 9  
4 to include “[a] person to which . . . promissory notes have been sold”); Report of the Permanent  
5 Editorial Board for the UCC, Application of the UCC to Selected Issues Relating to Mortgage  
6 Notes at 14 (Nov. 14, 2011) (“Article 9 of the UCC provides that a transferee of a mortgage note  
7 whose property right in the note has attached also automatically has an attached property right in  
8 the mortgage that secures the note.”).

9 Similarly, the Restatement approach is consistent with Nevada’s adoption of UCC Article  
10 3, which provides that “[a] person may be a person entitled to enforce the instrument even  
11 though the person is not the owner of the instrument.” Nev. Rev. Stat. § 104.3301 (Nevada’s  
12 adoption of UCC § 3-301). A “person entitled to enforce the instrument” may be a “holder of  
13 the instrument” or even a “nonholder in possession of the instrument who has the rights of the  
14 holder.” *Id.* Accordingly, “the status of holder merely pertains to one who may enforce the debt  
15 and is a separate concept from that of ownership.” *Thomas*, 2011 WL 6743044, at \*3 n.9  
16 (quoting Nev. Rev. Stat. § 104.3301(2) and citing UCC § 3-203 cmt. 1). That is because  
17 “[o]wnership rights in instruments may be determined by principles of the law of property . . .  
18 which do not depend upon whether the instrument was transferred.” UCC § 3-203 cmt. 1. For  
19 that reason, a transfer of a note “vests in the transferee any right of the transferor to enforce the  
20 instrument,” but has no bearing on ownership. Nev. Rev. Stat. § 104.3203.

21 In fact, the Nevada Supreme Court has applied this principle in a similar circumstance,  
22 where Freddie Mac claimed to be the owner of a note while BAC claimed to be the holder of the  
23 note and the beneficiary of record of the associated deed of trust. The court held there was  
24 nothing inconsistent with those two positions under Nevada law. *See Thomas*, 2011 WL  
25 6743044, at \*1, 3 & n.9. Here, too, there is nothing inconsistent with Freddie Mac being the  
26 owner of the note and the Deed of Trust, while Chase, its servicer, was beneficiary of record of  
27 the Deed of Trust.

28 ii. The Guide Confirms that Freddie Mac Retains Ownership of the Deed of  
Trust While Its Servicer Serves as Beneficiary of Record

Freddie Mac is the owner of millions of mortgages nationwide and hundreds of thousands of mortgages in Nevada pursuant to its congressionally mandated mission to support the national secondary mortgage market. Therefore, it contracts with servicers that often serve as the beneficiary of record of deeds of trust to facilitate the servicers' efficient management of those loans. The Guide serves as a central document governing the contractual relationship between Freddie Mac and its servicers nationwide, including Chase. (*See* Ex. 9 at 1101.2(a).)

Reflecting the principles of Nevada law discussed *supra*, the Guide provides that a servicer may act as the beneficiary of record while Freddie Mac maintains ownership of the deed of trust and can "compel an assignment of the deed of trust." *Montierth*, 354 P.3d at 651. For example, the Guide provides that:

For each Mortgage purchased by Freddie Mac, the Seller and the Servicer agree that Freddie Mac may, at any time and without limitation, require the Seller or the Servicer, at the Seller's or the Servicer's expense, to make such endorsements to and assignments and recordations of any of the Mortgage documents so as to reflect the interests of Freddie Mac.

Ex. 9 at 1301.10. The Guide also provides that:

The Seller/Servicer is not required to prepare an assignment of the Security Instrument to Freddie Mac. However, *Freddie Mac may, at its sole discretion and at any time, require a Seller/Servicer, at the Seller/Servicer's expense, to prepare, execute and/or record assignments of the Security Instrument to Freddie Mac.*

*Id.* at 6301.6 (emphasis added).<sup>10</sup>

The provisions of the Guide demonstrate that Freddie Mac and its loan servicers maintain the type of relationship described in the Restatement and consistent with Nevada's adoption of the UCC, as they also permit a temporary transfer of possession of the note when necessary for servicing and to protect the interests of Freddie Mac. *Id.* at 8107.1, 8107.2, 9301.11. For example, the note may be constructively transferred to the servicer when the servicer is pursuing a foreclosure on Freddie Mac's behalf. *See id.* Nevertheless, the Guide is clear that ownership always lies with Freddie Mac. For example, "[a]ll documents in the Mortgage file, . . . and all

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<sup>10</sup> Relatedly, Freddie Mac requires servicers that are transferring their servicing rights to complete assignments of deeds of trust depending on the circumstances. If the transferor servicer is the beneficiary of record, the transferor servicer must prepare and record an assignment to the transferee servicer. *See* Ex. 9 at 7101.6.

1 other documents and records related to the Mortgage of whatever kind or description . . . will be,  
2 and will remain at all times, the property of Freddie Mac.” Ex. 9 at 1201.9; *see also id.* at  
3 3302.5, 8107.1(b).

4 Thus, under Nevada law and pursuant to the Guide, the fact that Freddie Mac’s servicer,  
5 Chase, was the beneficiary of record of the Deed of Trust at the time of the HOA Sale does not  
6 negate the fact that Freddie Mac remained the owner of the note and the Deed of Trust at that  
7 time. Accordingly, the Federal Foreclosure Bar, which protects Freddie Mac’s property  
8 interests, protected the Deed of Trust from extinguishment, and Freddie Mac continued to own  
9 both the Deed of Trust and the note after the HOA Sale.

10 b. The Federal Foreclosure Bar’s Protection Extends to Freddie Mac’s Property  
11 Interest Here

12 i. *The Federal Foreclosure Bar Provides Broad Protection to Freddie*  
13 *Mac’s Lien Interests*

14 Under federal law, Freddie Mac’s ownership of the Loan qualifies as a protected property  
15 interest for purposes of the Federal Foreclosure Bar. Indeed, federal law defines the scope of  
16 property interests protected by statutes such as the Federal Foreclosure Bar broadly. *See*  
17 *Matagorda Cty. v. Russell Law*, 19 F.3d 215, 221 (5th Cir. 1994). Courts have repeatedly held  
18 that mortgage liens constitute property for purposes of the analogous FDIC statute, 12 U.S.C.  
19 § 1825(b)(2). “[T]he term ‘property’ in § 1825(b)(2) encompasses all forms of interest in  
20 property, including mortgages and other liens.” *Simon v. Cebrick*, 53 F.3d 17, 20 (3d Cir. 1995);  
21 *see also S/N-1 REO Ltd. Liab. Co. v. City of Fall River*, 81 F. Supp. 2d 142, 150 (D. Mass. 1999)  
22 (“A lien held by the FDIC as mortgagee is ‘property’ within the meaning of § 1825(b)(2).”); 37  
23 *Huntington St., H, LLC v. City of Hartford*, 772 A.2d 633, 641 (Conn. 2001) (same); *Cambridge*  
24 *Capital Corp. v. Halcon Enterps., Inc.*, 842 F. Supp. 499, 503 (S.D. Fla. 1993) (same).  
25 Likewise, Freddie Mac’s interest here—which, as described above, consisted of ownership of  
26 both the Deed of Trust and the note—was a protected property interest under Section 4617(j)(3).

27 Foreclosure bars such as Section 4617(j)(3) and Section 1825(b)(2) bar other lien holders  
28 from extinguishing protected property interests through foreclosure sale. *See Simon*, 53 F.3d at  
20 (Section 1825(b)(2) “protect[s] the FDIC’s mortgages from being extinguished without its

1 consent through foreclosure.”); *Matagorda*, 19 F.3d at 221 (“If the taxing units were allowed to  
2 foreclose their tax lien without the consent of the FDIC, the consensual mortgage lien . . .  
3 acquired by the FDIC . . . would be extinguished. This is forbidden by the plain wording of  
4 § 1825(b)(2).”); *Donna Indep. School Dist. v. Balli*, 21 F.3d 100, 101 (5th Cir. 1994) (holding  
5 that taxing units could not extinguish FDIC liens without FDIC’s consent); *Beal Bank, SSB v.*  
6 *Nassau Cty.*, 973 F. Supp. 130, 133 (E.D.N.Y. 1997) (“The language of § 1825(b)(2)  
7 unequivocally prohibits the institution of collection techniques, including foreclosure, sale or  
8 levy with regard to property owned by the FDIC.”); *Cambridge Capital*, 842 F. Supp. at 502  
9 (“Section 1825(b)(2) could not be more specific in prohibiting the extinguishment of an FDIC  
10 lien interest because it provides that no ‘property’ of the FDIC shall be subject to ‘levy,’  
11 ‘foreclosure,’ or ‘sale’ without the ‘consent of the FDIC.’ This Court need look no further than  
12 the statute itself to determine that Congress has expressed its intent that no property of the  
13 FDIC—fee or lien—be subject to foreclosure without the FDIC’s consent.”).

14 In sum, just as courts routinely hold that foreclosures cannot extinguish property interests  
15 to which the FDIC has succeeded as receiver without its consent, foreclosure sales do not  
16 extinguish the property interests of Freddie Mac under Section 4617(j)(3) without FHFA’s  
17 consent. *See Trembling Prairie Land Co. v. Verspoor*, 145 F.3d 686, 691 (5th Cir. 1998) (“In  
18 deference to the will of Congress, we hold that the tax sale at issue was conducted without the  
19 consent of the FDIC. Accordingly, the tax sale violated 12 U.S.C. § 1825(b)(2) and thus is null  
20 and void.”); *FDIC v. Lee*, 130 F.3d 1139, 1143 (5th Cir. 1997) (“12 U.S.C. § 1825(b)(2)  
21 applies . . . and that the tax sale conducted by Jefferson Parish is null and void.”).

22  
23 *ii. The Federal Foreclosure Bar Extends to Freddie Mac When It Is Under  
FHFA’s Conservatorship*

24 The Federal Foreclosure Bar necessarily protects the Deed of Trust because the  
25 Conservator has succeeded by law to all of Freddie Mac’s “rights, titles, powers, and privileges,”  
26 12 U.S.C. § 4617(b)(2)(A)(i). “Accordingly, the property of [Freddie Mac] effectively becomes  
27 the property of FHFA once it assumes the role of conservator, and that property is protected by  
28 section 4617(j)’s exemptions.” *Skylights*, 112 F. Supp. 3d at 1155; *accord Elmer*, 2015 WL

1 4393051, at \*3-4; *Premier One*, 2015 WL 4276169, at \*3; *Williston*, 2015 WL 4276144, at \*3-4;  
2 *My Glob. Vill.*, 2015 WL 4523501, at \*4. This interpretation is supported by the text and  
3 structure of HERA. *See Skylights*, 112 F. Supp. 3d at 1155. Section 4617 concerns FHFA’s  
4 “[a]uthority over” Freddie Mac and Fannie Mae when they are “critically undercapitalized” and  
5 thus must be placed into conservatorship or receivership. Furthermore, the protections of  
6 Section 4617(j)(3) apply in “any case in which [FHFA] is acting as a conservator or a receiver.”  
7 12 U.S.C. § 4617(j)(1).

8 Indeed, courts uniformly have rejected any argument that the immunities provided by  
9 Section 4617(j) do not apply to the property of Freddie Mac or Fannie Mae while in FHFA  
10 conservatorship. *See Skylights*, 112 F. Supp. 3d at *Nevada v. Countrywide Home Loans*  
11 *Servicing, LP*, 812 F. Supp. 2d 1211, 1218 (D. Nev. 2011) (“[W]hile under the conservatorship  
12 with the FHFA, Fannie Mae is statutorily exempt from taxes, penalties, and fines to the same  
13 extent that the FHFA is.”); *FHFA v. City of Chicago*, 962 F. Supp. 2d 1044, 1064 (N.D. Ill.  
14 2013) (argument is “meritless”); *accord Elmer*, 2015 WL 4393051, at \*3-4; *Premier One*, 2015  
15 WL 4276169, at \*3; *Williston*, 2015 WL 4276144, at \*3-4; *My Glob. Vill.*, 2015 WL 4523501, at  
16 \*4. The courts have also rejected similar arguments in the context of FDIC receiverships. *See In*  
17 *re Cty. of Orange*, 262 F.3d 1014, 1020 (9th Cir. 2001) (“We also note that subsection (b)(2)  
18 provides ‘nor shall any involuntary lien attach to the property of the Corporation.’ That  
19 language’s plain meaning is that once the property belongs to the FDIC, that is, when the FDIC  
20 acts as receiver, no liens shall attach.”) (emphasis omitted) (quoting 12 U.S.C. § 1825(b)(2));  
21 *Cty. of Fairfax v. FDIC*, Civ. A. No. 92-0858, 1993 WL 62247, at \*4 (D.D.C. Feb. 26, 1993)  
22 (rejecting contention that statutory penalty bar applicable to the FDIC as receiver, 12 U.S.C.  
23 § 1825(b)(3), only “exempts the FDIC *itself* from penalty assessment but not the [financial  
24 institution] for which the FDIC assumes receivership”).

25 c. FHFA Did Not Consent to the Extinguishment of the Deed of Trust

26 As discussed above, there can be no dispute that Freddie Mac—and, thus, its  
27 Conservator, FHFA—had an interest in the Property at the time of the HOA Sale. The Federal  
28 Foreclosure Bar thus precludes the HOA Sale from extinguishing Freddie Mac’s interest in the



1 Property unless SFR had obtained FHFA's consent to that extinguishment. SFR cannot show  
2 that it received such consent. The Conservator has publicly announced that it has not and will  
3 not consent to the extinguishment of Freddie Mac's property interest through HOA non-judicial  
4 foreclosure sales. (See Ex. 22,[FHFA Statement](FHFA "has not consented, and will not  
5 consent in the future, to the foreclosure or other extinguishment of any Fannie Mae or Freddie  
6 Mac lien or other property interest in connection with HOA foreclosures of super-priority  
7 liens.")). This public statement on a government website is subject to judicial notice. See  
8 *Daniels-Hall v. Nat'l Educ. Ass'n*, 629 F.3d 992, 998-99 (9th Cir. 2010). Accordingly, the  
9 Federal Foreclosure Bar protected Freddie Mac's interest, and the HOA Sale could not have  
10 extinguished the Deed of Trust.

11  
12 **3. *Chase May Assert the Federal Foreclosure Bar to Protect Its Interest and  
Freddie Mac's Interest in the Deed of Trust***

13 The Federal Foreclosure Bar works automatically by operation of law, protecting the  
14 Deed of Trust and thereby limiting the property rights SFR could have acquired in the HOA  
15 Sale. While Freddie Mac is the owner of the Deed of Trust and the note, Chase, as Freddie  
16 Mac's servicer, also has an interest to protect through its contractual servicing relationship with  
17 Freddie Mac and as the beneficiary of record of the Deed of Trust. Therefore, when the Federal  
18 Foreclosure Bar prevented the extinguishment of a Deed of Trust owned by Freddie Mac, it did  
19 not merely preserve Freddie Mac's property interest; it also preserved Chase's interests. SFR's  
20 claims would seek to undo the protection of the Federal Foreclosure Bar. Accordingly, Chase  
21 has standing to raise the Federal Foreclosure Bar in this litigation because (1) Chase's interest in  
22 the Deed of Trust as beneficiary of record is preserved when the Federal Foreclosure Bar applies,  
23 and (2) Chase has a contractual duty as servicer to protect Freddie Mac's interest in litigation  
24 relating to the Loan.

25 As discussed above, the Nevada Supreme Court recognized in *Montierth* that when a  
26 noteholder authorizes the beneficiary of record of a deed of trust to enforce the deed of trust, the  
27 beneficiary of record may do so. See *Montierth*, 354 P.3d at 651 (citing the Restatement § 5.4  
28 cmt. c). Relatedly, Nevada law recognizes that servicers are valid representatives of note-holders

1 for purposes of participation in foreclosure mediations and other proceedings. *See Markowitz v.*  
2 *Saxon Special Servicing*, 310 P.3d 569, 574 (Nev. 2013); *Edelstein*, 286 P.3d at 260 n.11.  
3 Accordingly, it is common practice for servicers to appear in Nevada courts in litigation  
4 concerning loans that they may service, but not own.

5 The United States Supreme Court has recognized that Article III standing may be  
6 conferred by contract and assignment. *See, e.g., Sprint Comm'ns Co., L.P. v. APCC Servs., Inc.*,  
7 554 U.S. 269, 271-72 (2008) (A third-party assignee has standing to litigate on behalf of its  
8 assignor, even if the assignee has no interest in the litigation aside from the fee it is paid for its  
9 service.). Federal courts have applied this principle in the context of the relationships common  
10 in the mortgage industry. *See, e.g., CWCapital Asset Mgmt., LLC v. Chicago Props.*, 610 F.3d  
11 497, 501 (7th Cir. 2010) (“There is no doubt about Article III standing in this case; though the  
12 plaintiff may not be an assignee, it has a personal stake in the outcome of the lawsuit because it  
13 receives a percentage of the proceeds of a defaulted loan that it services.”); *Mortg. Elec.*  
14 *Registration Sys., Inc. v. Bellistri*, No. 4:09-cv-731, 2010 WL 2720802 (E.D. Mo. July 1, 2010)  
15 (“MERS had a legal right to file suit to foreclose the mortgage . . . . [T]he right to file suit is a ‘a  
16 substantial property right.’” (quoting *Kinsella v. Landa*, 600 S.W.2d 104, 107 (Mo. Ct. App.  
17 1980))).

18 Accordingly, federal courts have recognized that servicers like Chase, who may be the  
19 record beneficiaries of a deed of trust but do not own the corresponding loan, have constitutional  
20 and prudential standing to bring an action regarding the loan. *See, e.g., Greer v. O'Dell*, 305  
21 F.3d 1297, 1299 (11th Cir. 2002) (“[A] loan servicer is a ‘real party in interest’ with standing to  
22 conduct, through licensed counsel, the legal affairs of the investor relating to the debt that it  
23 services.”); *BAC Home Loans Servicing, LP v. Texas Realty Holdings, LLC*, 901 F. Supp. 2d  
24 884, 905-09 (S.D. Tex. 2012) (Mortgage servicer was a real party in interest and “clearly” had  
25 constitutional standing to bring lawsuit in its own name to administer the loan.); *TFG-Illinois,*  
26 *L.P. v. United Maint. Co., Inc.*, 829 F. Supp. 2d 1097, 1111 (D. Utah 2011) (“[S]ervicer standing  
27 . . . does not seem to require anything more than that a servicer have a pecuniary interest that is  
28 harmed by a borrower’s default.”); *Kiah v. Aurora Loan Serv., LLC*, No. 10-46161-FDS, 2011

1 WL 841282, at \*5 (D. Mass. Mar. 4, 2011) (Fannie Mae often requires servicers to initiate legal  
2 proceedings in the servicer's name if the servicer or MERS is the mortgagee of record.);  
3 *CitiMortgage, Inc. v. Country Gardens Owners' Ass'n*, No. 2:13-CV-02039-GMN, 2013 WL  
4 6409951, at \*1, \*4 (D. Nev. Dec. 5, 2013) (granting servicer preliminary injunction to enjoin  
5 foreclosure sale to enforce a super-priority lien).

6 Here, Chase is the beneficiary of record of the Deed of Trust and is in a contractual  
7 relationship with Freddie Mac to service the Loan. *See* Ex. 4 at ¶ 5d. Pursuant to its contract  
8 with Freddie Mac, Chase is authorized to protect Freddie Mac's interests— including, if  
9 necessary, foreclosing on the Deed of Trust. *See* Ex. 9 at 8105.3, 9301.1, 9301.12, 9401.1.  
10 Nothing more is required.

11 Moreover, the Conservator has stated that it supports invocation of the Federal Foreclosure  
12 Bar by “authorized servicers” such as Chase, in litigation such as this one: “FHFA supports the  
13 reliance on Title 12 United States Code Section 4617(j)(3) in litigation by authorized servicers of  
14 [Freddie Mac] to preclude the purported involuntary extinguishment of [Freddie Mac]'s interest by  
15 an HOA foreclosure sale.” *See* FHFA Statement on Servicer Reliance on the Housing and  
16 Economic Recovery Act of 2008 in Foreclosures Involving Homeownership Associations,  
17 [http://www.fhfa.gov/Media/PublicAffairs/PublicAffairsDocuments/Authorized-Enterprise-](http://www.fhfa.gov/Media/PublicAffairs/PublicAffairsDocuments/Authorized-Enterprise-Servicers-Reliance.pdf)  
18 [Servicers-Reliance.pdf](http://www.fhfa.gov/Media/PublicAffairs/PublicAffairsDocuments/Authorized-Enterprise-Servicers-Reliance.pdf).

19 Finally, there is no bar against private parties raising a federal preemption argument. *See*  
20 *Thunder Props., Inc. v. Wood*, No. 3:14-cv-00068-RCJ-WGC, 2015 WL 1926768, at \*4 (D. Nev.  
21 Apr. 28, 2015) (“[W]hether N.R.S. 116.3116 as applied to federally insured mortgages conflicts  
22 with [the Supremacy Clause] is a question of law that may be raised by any party, and not just a  
23 government agency.” (citing *Armstrong v. Exceptional Child Care Ctr., Inc.*, 135 S. Ct. 1378,  
24 1383 (2015))); *see also Saticoy Bay LLC v. SRMOF II 2012-1 Trust*, No. 2:13-CV-1199, 2015  
25 WL 1990076, at \*4 (D. Nev. Apr. 30, 2015) (“Plaintiff cites no case law, nor does the court  
26 know of any, limiting federal preemption arguments to government parties.”); *Beal Bank*, 973 F.  
27 Supp. at 133 (Private parties asserted claims to protect property interest by invoking the  
28 operation of the FDIC's similar property-protection statute.); *Cambridge Capital*, 842 F. Supp.

1 499 (same); *Grimsley v. Bd. of Cty. Comm'rs of Atoka Cty., Okla.*, 9 F. App'x 970, 973 n.3 (10th  
2 Cir. 2001) (noting that private party injured by a sale without FDIC consent could bring claim  
3 invoking the operation of FDIC's property-protection statute).

4 Here, the federal preemption argument would protect both Freddie Mac's interest and, by  
5 extension, Chase's interests derived from its contractual relationship with Freddie Mac and its  
6 role as beneficiary of record of the Deed of Trust. Accordingly, Chase may assert the argument  
7 that the Federal Foreclosure Bar preempts Nevada state law to protect both its interest and that of  
8 Freddie Mac.

9 **C. SFR Cannot Apply Retroactively.**

10 Summary judgment also should be granted in Chase's favor because the Nevada Supreme  
11 Court's decision in *SFR Investments Pool 1, LLC v. U.S. Bank, N.A.*, 130 Nev. \_\_\_, 334 P.3d 408  
12 (2014) ("*SFR*") does not apply retroactively to HOA foreclosures conducted before September 18,  
13 2014. Courts evaluate three factors to determine if a statute should only apply prospectively:  
14 1) whether a new principle of law was not clearly foreshadowed, 2) whether applying the law  
15 retroactively will further or frustrate the purpose of the law, 3) whether retroactive application  
16 will cause substantial inequitable results. *Breithaupt v. USAA Prop. & Cas. Ins. Co.*, 110 Nev.  
17 31, 35, 867 P.2d 402, 405 (1994). Just recently, a federal court evaluated these factors, and held  
18 they weighed heavily against applying *SFR* retroactively. *See Christiana Trust v. K&P Homes*,  
19 2015 U.S. Dist. LEXIS 152385-RCJ-VCF (D. Nev. Nov. 9, 2015).

20 **1. *SFR vs. U.S. Bank Is a New Principle of Law Not Clearly Foreshadowed.***

21 *Christiana Trust* was soundly reasoned. First, *SFR vs. U.S. Bank* involved an issue of first  
22 impression and the decision was not clearly foreshadowed. Prior to *SFR*, courts were sharply split  
23 on the application of NRS 116.3116, specifically whether an association foreclosure sale could  
24 extinguish a first deed of trust. *SFR*, 334 P.3d at 412; *Christiana Trust*, 2015 U.S. Dist. LEXIS  
25 152385, at \*14 ("state and federal trial courts were in sharp disagreement as to whether an HOA  
26 foreclosure sale under NRS 116.3116 extinguished a prior-recorded first mortgage."). This  
27 uncertainty is reflected in three different places in the record: 1) the CC&Rs, which purport to  
28 protect a deed of trust from being extinguished; 2) the HOA Foreclosure Deed, whose plain

1 language conveys only a lien interest in the Property, not an ownership interest; and 3) the HOA's  
2 deposition testimony, which reflects that the HOA thought the Deed of Trust was not  
3 extinguished by the HOA Foreclosure Sale. *See* Ex. 26, Dep. Tr. of HOA at 41:23 – 42:14; 62:3-  
4 13.

5 SFR's own behavior following the HOA Foreclosure Sale also demonstrates extreme  
6 uncertainty prior to the *SFR* decision. After the HOA Foreclosure Sale but prior to the *SFR*  
7 decision, SFR did not pay taxes or homeowners insurance for the Property. *See* Ex. 24. Rather,  
8 Chase made these property preservation payments. *See id.* Had SFR believed it owned the  
9 Property outright, free and clear of the Deed of Trust, it almost certainly would have made these  
10 payments.<sup>11</sup>

11 **2. *Barring Retroactive Application Will Not Frustrate The Statutory Purpose.***

12 Second, the purpose of the State Foreclosure Statute would not be frustrated by barring  
13 retroactive application. The statute is intended to make sure "HOA's are quickly made whole on  
14 the superpriority portions of their liens[.]" *Christiana Trust*, 2015 U.S. Dist. LEXIS 152385, at  
15 \*15. In this case and many others, associations often have received bids that made them whole.<sup>12</sup>  
16 This would be true—that the HOA has been made whole—even if *SFR* did not apply retroactively  
17 and the Deed of Trust survived the HOA Foreclosure Sale. Likewise, were the HOA Foreclosure  
18 Sale rescinded, the HOA's lien would be reinstated and the HOA could still be made whole.

19 **3. *Retroactive Application Will Produce Substantial Inequitable Results.***

20 Third, applying *SFR* retroactively leads to substantial inequity. Retroactive application of  
21 *SFR* would allow third party purchasers to buy properties for pennies on the dollar, without  
22 proper notice and at the expense of lien holders, borrowers, and the community as a whole.  
23 Speculators and investors should not profit off a statutory construction that the Nevada real estate  
24 community almost unanimously rejected. *Id.* at \*15-16; *In re Krohn*, 52 P.2d 774, 779 (Ariz.

25  
26 <sup>11</sup> Bob Diamond, a person who frequently bid on the Properties at HOA Sales on behalf of SFR, testified  
27 in his deposition that it was his understanding that "you'd probably lose your investment" if a property  
28 was purchased at a HOA foreclosure and then a bank foreclosed. *See* Ex. 27, Dep. Tr. of Bob Diamond at  
69:23-25 – 70:1-3.

<sup>12</sup> In many cases homeowners associations receive the full amount of their liens, even the sub-priority  
portion.