

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.

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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 8

Respectfully submitted by:

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(g) One or more of the firm's lead attorneys has adequate, relevant litigation experience in the State

The Servicer must determine whether the firm has at least one lead attorney to handle Freddie Mac Default Legal Matters with a minimum of five years of experience in default-related and REO-related litigation in the State. The firm's partner(s) or managing attorney(s) may act as the lead attorney for Freddie Mac Default Legal Matters. If the firm will utilize staff attorneys for Freddie Mac Default Legal Matters, one or more staff attorneys must have at least three years of experience in handling default-related and REO-related litigation in the State.

(h) Attorney licensing

The Servicer must confirm that the firm's attorneys who will handle Freddie Mac Default Legal Matters are licensed to practice, and in good standing, in the State in which the firm is being retained. Legal work must be performed by attorneys licensed in the State.

(i) Staff experience

The Servicer must determine whether the firm's non-attorney staff has reasonable experience. In determining what constitutes reasonable experience, the Servicer must consider the average years of experience, education, qualifications and demonstrated ability of the non-attorney staff in relation to their respective levels of responsibility.

(j) Staff oversight

The Servicer must confirm that the firm has appropriate attorney-to-staff ratios to ensure appropriate staff oversight given the size of the firm and the firm's operational structure. The Servicer must consider whether the firm practices in a judicial or a non-judicial State, the firm's case management practices, the State-specific process, attorney and staff experience, firm technology and firm infrastructure.

(k) File oversight

The Servicer must confirm that the firm has appropriate (i) attorney-to-file and (ii) staff-to-file ratios, given the size of the firm and the firm's operational structure. The Servicer must take into consideration whether the firm practices in a judicial or a non-judicial foreclosure State, the firm's case management practices, the State-specific processes, attorney and staff experience, firm technology and firm infrastructure.

(l) Firm capacity

As of the date of the submission of the Servicer Selection Form via <https://freddiemacsats.com>, the Servicer must confirm that the firm has the ability to accept additional referrals. Additionally, the Servicer must confirm that the firm is not operating at full capacity, given the existing facilities, personnel, and technology or, alternatively, the firm must outline to the Servicer's satisfaction the steps and time frame necessary to be in a position to handle additional referrals while still maintaining appropriate firm-to-file and staff-to-file ratios. The Servicer must confirm that the firm has contingency plans to deal with a contraction in the market.

(m) Ethics and professional standards

The firm must demonstrate a history of legal practice that comports with applicable legal and ethical standards, reflecting high professional standards. The Servicer must conclude that the firm does not, in the totality of the circumstances, pose a legal and/or reputational risk or exhibit systematic issues that may lead to reputational and/or legal risk to Freddie Mac.

The Servicer must obtain the following information from the firm in order to evaluate the sufficiency of the firm's professional standards:

- Any sanctions against the firm or any of its present or former attorneys in the past five years, including the nature of the sanctions and if they relate to a loan-level matter or systemic firm practice, and if related to firm practice, any corrective actions taken by the firm
- Any bar complaints/reprimands against present and former firm attorneys in the past ten years and whether the complaints were closed, pending or resulted in some form of adverse action
- Any government investigations involving firm practices in the past ten years and whether the investigations involved firm practices or are related to client investigations
- Any damages or settlement of claims as a result of an allegation of professional negligence against the firm or its attorneys in the past five years (i) in excess of \$20,000 in any single occurrence, \$50,000 in the aggregate, or (ii) reflect a possible pattern of professional negligence, regardless of amount; and
- Any significant litigation asserting systemic issues with firm processes or legal work, such as any class action lawsuit against the firm

If the Servicer is aware of any of the above items that involve the firm's professional standards but which were not disclosed by the firm, the Servicer must disclose them to Freddie Mac in the Servicer Selection Form.

The Servicer must obtain a disclosure from the firm regarding whether the firm (or any of its partners, shareholders, or employees while acting as a partner, shareholder, or principal at another firm) has been previously terminated by Freddie Mac or Fannie Mae or had referrals suspended by Freddie Mac or Fannie Mae.

The Servicer must obtain a certification from the firm that, to the best of the firm's knowledge, the firm's documents have been and continue to be prepared, executed and/or notarized in compliance with applicable law. If the firm reports that the firm, its attorneys, notaries or third-parties that the firm relies on to perform any aspect of default-related or REO-related services have previously prepared, executed or notarized documents that have not been in compliance with applicable law, the Servicer must conclude that the firm has instituted controls, procedures, and processes to address the contributing cause(s) of the firm's failure to comply with applicable law in order to execute the Servicer Selection Form.

Freddie Mac expects Servicers to exercise sound judgment and consider the totality of the circumstances in evaluating the potential legal and reputational risks posed by a firm to Freddie Mac. The items for consideration outlined above are not intended to be exhaustive or to disqualify a firm from retention if the Servicer concludes that the firm is acceptable considering the totality of the circumstances.

(n) Timelines

The Servicer must review the firm's completion timelines, and confirm that the firm is able to track, monitor and complete foreclosure and bankruptcy matters in compliance with applicable law and Freddie Mac timeline requirements, taking into consideration outside factors that impact compliance with Freddie Mac timelines such as new foreclosure requirements and court delays.

(o) Information privacy

The firm must maintain physical, technical and procedural controls and effective information security and data management to:

- Ensure the security and confidentiality of personally identifiable information (PII) and confidential information, whether in paper, electronic or other form
- Protect against any threats or hazards to the security or integrity of such information; and
- Protect against unauthorized access to or use of such information

The firm must implement controls meeting or exceeding industry standards, including, as applicable, standards promulgated by the International Office for Standardization (ISO) or National Institute for Standards and Technology (NIST). The firm must ensure that PII that is stored on the firm's systems and workstations is encrypted at rest at all times. The firm must have secured storage for promissory notes and other original documents to prevent theft and to ensure protection against fire, flood or other damage. The firm may not perform, outsource, or send to any affiliate outside of the United States or its territories, any legal work on Freddie Mac-owned or guaranteed Mortgages, including any storage of Freddie Mac data. The firm may not send any PII underlying Freddie Mac-owned or guaranteed Mortgages, outside the United States. The firm must have written policies, procedures, and processes in place by the date of the submission of the Servicer Selection Form, related to protection of PII and fraud prevention, including policies, procedures and processes related to: background checks of all employees; protection of PII; fraud prevention and identification; and incident response and notification protocols for data breaches and other security incidents. The Servicer must review and confirm that the firm meets these requirements for information security, data management, protection of PII and fraud prevention.

(p) Daily reporting to Freddie Mac

The Servicer must confirm that the firm has the capability to provide daily reporting to Freddie Mac of key metrics (i.e., volume, milestones, delays, loss mitigation successes, litigation detail, etc.) [via the Attorney Data Reporting \(ADR\) System, a Servicing Tool](#), pursuant to Section 9501.10. The Servicer must also ensure that the firm has staff responsible for reporting data directly to Freddie Mac [using ADR](#).

(q) Technology

The Servicer must confirm that the firm has adequate technology in place or technological capabilities to provide reporting, communication and tracking of key events and milestones, including access to PACER/ECF or other similar systems to obtain case and docket information from federal appellate, district and bankruptcy court records.

Additionally, the Servicer must confirm that the firm is able to provide status reports and track significant dates and events for foreclosure, bankruptcy, evictions and REO closings and has the capability to measure the duration between various process stages, to identify process impediments (e.g., holds) and to parse holds into different categories.

If a firm is multi-jurisdictional or has partnerships or relationships with third parties (e.g., local counsel, trustee companies or title companies) that will perform or complete some aspect of the default-related or REO-related work or if the firm relies on other offices to perform some aspect of the work or provide operational support, the Servicer must confirm that the firm maintains a reliable and secure means of exchanging matter information between each office and any third party the firm relies upon.

The Servicer must require the firm to describe whether the firm currently uses a universal translation technology to communicate information between their technological system and the various Servicers' systems, or explain its method for transmitting information efficiently, accurately and securely to Servicers.

(r) Technology staffing

The Servicer must confirm that the firm has adequate in-house technical expertise or readily available vendor support to ensure compliance with Freddie Mac's automated reporting requirements.

(s) Insurance requirements

The Servicer must confirm that the firm has an appropriate level of malpractice and errors and omissions insurance coverage in place or be able to obtain an appropriate amount of insurance by the date of the submission of the Servicer Selection Form. The appropriate level of insurance coverage will depend upon the total number of Freddie Mac and Fannie Mae files the firm is managing or expects to manage when being evaluated by the Servicer. The firm must have the ability to obtain the appropriate amount of insurance coverage under the new requirements as follows:

- Tier I, volume of 0-4, 499 foreclosure matters, coverage of not less than \$1 million per occurrence with an aggregate of not less than \$3 million
- Tier II, volume of 4, 500-19, 999 foreclosure matters, coverage of not less than \$5 million per occurrence with an aggregate of not less than \$5 million; and
- Tier III, volume of 20,000 or more foreclosure matters, coverage of not less than \$8 million per occurrence with an aggregate of not less than \$8 million

The required level of insurance is determined by the higher of the Freddie Mac or Fannie Mae pending foreclosure volume. By way of example, if a firm had 2,000 Freddie Mac foreclosure matters and 4, 501 Fannie Mae foreclosure matters, the firm would fall within Tier II and the required coverage would be not less than \$5 million per occurrence with an aggregate of not less than \$5 million. Beginning in 2014, Servicers must conduct an updated coverage analysis annually, with the appropriate level of insurance to be determined by the number of matters being handled as of June 1 of each year. When an annual review reveals a need to increase a firm's coverage, firms will have until December 31 of each year to obtain any required increased coverage. Servicers may grant firms additional time to obtain increased coverage if necessary to reach the routine renewal date for the firm's policy, but may not grant extensions beyond June 1 of the following year.

(t) Financial resources

The Servicer must confirm that the firm has adequate financial resources and the financial ability to make required advances in connection with filing fees and costs necessary to process default-related and REO-related matters.

The Servicer must review the firm's financial statements and/or other firm financial documents in order to confirm that the firm has sufficient reserves or credit lines to manage operating expenses.

(u) Business continuity

The Servicer must confirm that the firm has business continuity and/or disaster recovery plans in place to recover critical business functions. The firm must have a documented succession/continuity plan in the event of loss of the firm owners/partners.

(v) Quality control

The Servicer must confirm that the firm has written policies, procedures and/or processes in place by the date of the submission of the Servicer Selection Form, to ensure the proper management and supervision of staff and the proper preparation, review, execution and notarization of default-related documents and REO-related documents. The Servicer must also confirm the firm has an escalation process for employees to raise document execution and other quality control issues to firm management.

The Servicer must obtain documentation and information related to the firm's process for ensuring compliance with its policies, procedures, processes and training, such as an internal compliance program and/or quality control reviews.

(w) Employee training

The Servicer must confirm that the firm has written policies for employee training, including privacy training. When determining whether a firm's employee training is adequate, the Servicer must review the frequency of training, the presence of policies and procedures and firm handbooks, manuals and job aids.

(x) Adverse matters

No substantial part of the firm's practice can include matters that are adverse to financial institutions, including Freddie Mac or Fannie Mae. Adverse matters to financial institutions include:

- Homeowners or condominium association foreclosures
- Consumer debtor or mortgagor representation
- Bankruptcy trustee representation; or
- Any other client(s) that may create a potential conflict of interest

(y) Conflicts of interest

Attorneys must not be affected by a conflict of interest or a potential conflict of interest when handling Freddie Mac Default Legal Matters. The Servicer must retain the most qualified attorneys in compliance with Freddie Mac requirements to assist with processing Freddie Mac Default Legal Matters without regard to arrangements that could provide a financial or personal benefit directly or indirectly to the Servicer, its employees, outsource companies or third party vendors utilized by the Servicer to assist in Servicing defaulted Mortgages.

On the Servicer Selection Form, the Servicer must disclose to Freddie Mac any current, past (within the last five years), or pending personal and/or financial relationships between (i) the Servicer and the firm, including its partners and shareholders (as applicable) and (ii) the firm, including its partners and shareholders (as applicable), and any outsourcing company or other third-party vendor utilized by the Servicer to assist in Servicing defaulted Mortgages.

(z) Disclosure of third-party service providers

The Servicer must require the firm to disclose the identity of, and relationship with, any entities the firm relies upon to provide third-party support functions performed on the Servicer's behalf, including, but not limited to, title searches, title insurance, posting, publication, and process services.

The Servicer must also require the firm to disclose whether the firm has a process to select and regularly review costs and performance of vendors of related sources to ensure competitive pricing and high quality.

(aa) Referrals

The Servicer is responsible for ensuring that the firm complies with Freddie Mac requirements and applicable laws regarding referrals and payment of related fees and benefits, as further described in Sections 9501.7 and 9501.8.

The Servicer must not require the firm to use vendors, outsource companies or other third-parties specified by the Servicer as a condition of receiving a referral of a Freddie Mac Default Legal Matter.

(bb) Diversity data

The Servicer must confirm that the firm has the capability to report diversity data to the Servicer and Freddie Mac, if necessary.

Related Guide Bulletins	Issue Date
Bulletin 2016-12	June 29, 2016

Freddie Mac Single Family/Single-Family Seller/Servicer Guide/Single-Family Seller/Servicer Guide/Servicing/Series 9000: Servicing Default Management/Topic 9500: Selection, Retention and Management of Law Firms for Freddie Mac Default Legal Matters/Chapter 9501: Selection, Retention and Management of Law Firms for Freddie Mac Default Legal Matters/9501.4: Selection of firm (03/02/16)

9501.4: Selection of firm (03/02/16)

(a) Servicer selects firm

If the Servicer determines that a firm meets the Firm Minimum Requirements specified in Section 9501.3 and all other Guide requirements, then the Servicer must complete and submit a Servicer Selection Form to Freddie Mac, via

<https://freddiemacsats.com> and receive Freddie Mac's "no objection" determination before entering into an agreement with a firm to handle Freddie Mac Default Legal Matters. If Freddie Mac requests additional information from the Servicer as part of this process, the Servicer must provide the requested information within the time frame requested by Freddie Mac. Servicers may not rely upon a previous submission of a Servicer Selection Form with respect to a firm by another Servicer that received a "no objection" determination. Each Servicer must conduct its own due diligence, submit a Servicer Selection Form and receive a "no objection" determination for each firm that the Servicer wishes to retain to handle Freddie Mac Default Legal Matters.

If a firm practices in multiple States, the Servicer must submit a Servicer Selection Form for each State office for which the Servicer wishes to retain the firm.

Servicer Attorney Tracking System (SATS) registration

Servicers must use the Servicer Attorney Tracking System (SATS), an online process, to submit a Servicer Selection Form to Freddie Mac for each law firm selected to handle Freddie Mac Default Legal Matters. To establish access to SATS, Servicers must first register to create a user ID and password at <https://freddiemacsats.com>. After completing the registration process, SATS will allow users to submit the information required in the Servicer Selection Form to Freddie Mac for review. SATS will also allow Servicers to respond to Freddie Mac's requests for additional information, as necessary, and will allow Servicers to track each submission's status during the review process.

Freddie Mac will not review any Servicer Selection Form completed and submitted to any Freddie Mac e-mail address. Servicers must complete and submit the Servicer Selection Form via <https://freddiemacsats.com>.

(b) Freddie Mac review of Servicer Selection Form

After Freddie Mac receives the Servicer Selection Form, Freddie Mac will notify the Servicer via the Servicer's registered e-mail address with SATS whether Freddie Mac:

- Objects to the Servicer's retention of the firm to handle Freddie Mac Default Legal Matters
- Has no objection to Servicer's retention of the firm to handle Freddie Mac Default Legal Matters; or
- Needs additional information or documentation, or due diligence to be conducted before deciding whether the firm may be retained. If requested, the Servicer must provide any additional information or documentation to Freddie Mac via <https://freddiemacsats.com>, and must conduct any further due diligence requested by Freddie Mac within the time period stated in Freddie Mac's request.

(c) Freddie Mac's response to Servicer firm selection**(i) Freddie Mac provides a "no objection" response**

The Servicer must enter into a contract with the firm (if a contract does not already exist) as further specified in Section 9501.5, to handle Freddie Mac Default Legal Matters.

(ii) Freddie Mac provides an "objection" response

If the Servicer determines not to retain a particular firm, or if Freddie Mac objects to the retention of a particular firm, the Servicer must notify the firm that the firm cannot be hired for Freddie Mac Default Legal Matters.

(d) The Servicer decides not to retain firm

The Servicer is not obligated to inform Freddie Mac:

- If the Servicer determines that a firm does not meet the Firm Minimum Requirements; or
- If the Servicer decides not to retain a firm

(e) Diversity

Servicers are reminded that they must be aware of, and comply with, Freddie Mac's requirements in Sections 1201.10 and 1301.2 The Servicer must commit to practice the principles of equal employment opportunity and non-discrimination in all its business activities, including the retention and hiring of firms retained pursuant to this section.

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9501.5: Retention of firm (03/02/16)**(a) Servicer contract with firm**

If the Servicer has not already entered into a contract with a selected firm and Freddie Mac has provided a "no objection" determination, then the Servicer must enter into a contract with the firm. The Servicer must notify Freddie Mac when the contract has been executed by updating the Servicer Attorney Tracking System (SATS) via <https://freddiemacsats.com>, and must provide a copy of the contract to Freddie Mac, upon request.

(b) Freddie Mac limited retention agreement with firm

Freddie Mac will enter into a limited retention agreement that sets forth certain key retention provisions with each selected firm for each State in which the firm has received a "no objection" determination.

(c) Conflict between Servicer's contract and limited retention agreements; Servicer's respective consent

The Servicer acknowledges that the limited retention agreement recognizes and reflects a joint attorney-client relationship between the law firm, Freddie Mac and the Servicer, and the Servicer consents to such joint representation. The Servicer consents, in advance, to the selected firm's representation of Freddie Mac in any Freddie Mac Default Legal Matter that is or might be adverse to the Servicer, and further agrees that the firm can use in such representation any information the firm gained in the course of jointly representing the Servicer and Freddie Mac. In the event of any inconsistency or conflict between the terms and conditions of the Servicer's contract with the selected firm and the terms and conditions of Freddie Mac's limited retention agreement with the firm, Freddie Mac's limited retention agreement shall control.

Freddie Mac Single Family/Single-Family Seller/Servicer Guide/Single-Family Seller/Servicer Guide/Servicing/Series 9000: Servicing Default Management/Topic 9500: Selection, Retention and Management of Law Firms for Freddie Mac Default Legal Matters/Chapter 9501: Selection, Retention and Management of Law Firms for Freddie Mac Default Legal Matters/9501.6: Training of firms (03/02/16)

9501.6: Training of firms (03/02/16)

(a) Training prior to referral

The Servicer must not refer any Freddie Mac Default Legal Matters to a firm until the Servicer verifies that the firm has executed a limited retention agreement with Freddie Mac and has completed Freddie Mac's new firm training.

A firm is only required to attend Freddie Mac's new firm training once, regardless of the number of Servicers that select and retain the firm.

(b) Ongoing training

The Servicer must ensure that each firm obtains appropriate training to keep the firm apprised of updated Freddie Mac requirements. If the Servicer provides its own standard training and/or other communication materials to a firm, the Servicer must include information regarding Freddie Mac's requirements.

Freddie Mac Single Family/Single-Family Seller/Servicer Guide/Single-Family Seller/Servicer Guide/Servicing/Series 9000: Servicing Default Management/Topic 9500: Selection, Retention and Management of Law Firms for Freddie Mac Default Legal Matters/Chapter 9501: Selection, Retention and Management of Law Firms for Freddie Mac Default Legal Matters/9501.7: Referral of Freddie Mac Default Legal Matters to firm (03/02/16)

9501.7: Referral of Freddie Mac Default Legal Matters to firm (03/02/16)

(a) Requirements prior to referral

Prior to referring a Freddie Mac Default Legal Matter to a firm, the Servicer must confirm that the firm is eligible to receive a referral by ensuring that:

- The firm meets the Firm Minimum Requirements, as specified in Section 9501.3
- Freddie Mac has provided a "no objection" determination, as specified in Section 9501.4
- The firm has executed a contract with the Servicer requiring the firm to comply with all applicable Freddie Mac requirements, as specified in Section 9501.5
- The firm has executed a limited retention agreement with Freddie Mac, as specified in Section 9501.5
- The firm has completed Freddie Mac training and any additional Servicer training, as specified in Section 9501.6; and
- There are no conflicts of interest with respect to the retention of the firm and referral of Freddie Mac Default Legal Matters to the firm

(b) Diversification of referrals

The Servicer must diversify its referrals of Freddie Mac Default Legal Matters to an appropriate number of firms in each State to protect the interests of Freddie Mac and to mitigate the risks related to a high concentration of Freddie Mac files. In selecting firms for referrals, the Servicer must consider firm capacity and management of staff to file ratios.

(c) Bankruptcy and foreclosure matters

The Servicer must not refer foreclosure matters directly to trustees listed on the deeds of trust.

Refer to Section 9401.10 for additional referral requirements.

(d) Providing documentation to firm

The Servicer must identify a file as a Freddie Mac Default Legal Matter when sending the file to a firm. When referring a file to a firm, the Servicer must provide all documentation required to initiate a foreclosure. If the firm requests any additional information and/or documentation at any time, the Servicer must provide such requested information and/or documents within three Business Days after receipt of the request, or within such earlier time frame if necessary to comply with timing requirements under applicable law or court orders and procedures.

For any Mortgage that the Servicer refers for foreclosure that is subsequently repurchased by the Servicer, whether voluntarily or involuntarily, the Servicer must notify foreclosure and/or bankruptcy counsel within two Business Days of the completed repurchase. (See Chapter 3602 for additional information about repurchases.)

(e) Contingency plan

All Servicers must have a contingency plan in place, either in the form of a stand-alone document or incorporated into policies and procedures, to redirect new foreclosure and bankruptcy referrals.

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**Retention and Management of Law Firms for Freddie Mac Default Legal Matters/9501.8:
Prohibitions related to Freddie Mac Default Legal Matters (03/02/16)**

**9501.8: Prohibitions related to Freddie Mac Default Legal Matters
(03/02/16)**

Servicers must not require the firm to perform any foreclosure or bankruptcy-related services on any Freddie Mac Default Legal Matter without compensation.

(a) Prohibition against charging for, contracting for, or making arrangements to receive benefits for Servicing obligations

A Servicer, whether acting directly or through an affiliate, service provider, vendor or outsourcing company, must not directly or indirectly:

- Charge Freddie Mac or the firm for any foreclosure or bankruptcy-related Servicing obligations, including expenses covered by the Servicing Spread; or
- Contract or make any arrangements with the firm whereby the Servicer (or its affiliate, service provider, vendor or outsourcing company) receives, directly or indirectly, any financial or other benefits (including, but not limited to, payments, the provision of employees or free or discounted services or products) from the firm in connection with any Freddie Mac Default Legal Matter or Freddie Mac-owned or guaranteed Mortgage

Refer to Section 8103.3 for additional information on Servicing obligations.

(b) Prohibitions with respect to use of specific vendors, services and/or products

The Servicer, and not a service provider, vendor or outsourcing company assisting the Servicer in Servicing defaulted Mortgages, must select the firm to handle Freddie Mac Default Legal Matters, and Servicers must not permit service providers, vendors, outsourcing companies, or others to participate in or influence, in any way, the Servicer's referral process.

A Servicer must not, whether acting directly or through an affiliate, service provider, vendor or outsourcing company:

- Require the firm to contract with or use a particular service provider, vendor or outsourcing company, or to use, or pay for, a particular service or product
- Refuse to refer a file to the firm because the firm chooses not to contract with or use a particular service provider, vendor or outsourcing company, or chooses not to use, or pay for, a particular service or product; or
- Charge the firm for any aspect of the file referral or management process, including, but not limited to, the use of connectivity or invoice processing systems (e.g., licensing or subscription fees, "click" charges, or any other payment) in order for the firm to provide services necessary to handle Freddie Mac Default Legal Matters (e.g., to prosecute the foreclosure or bankruptcy case)

However, a Servicer may require the firm to use certain connectivity or invoice processing systems, provided that the firm is not required to pay for the use of, or access to, such systems.

Refer to Section 9501.9 for information about use of, and reimbursement for, connectivity and invoice processing systems.

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Retention and Management of Law Firms for Freddie Mac Default Legal Matters/9501.9: Servicer use of connectivity and invoice processing system (03/02/16)

**9501.9: Servicer use of connectivity and invoice processing system
(03/02/16)**

A Servicer, whether acting directly or through any vendor, service provider or outsourcing company, may employ electronic monitoring, management, reporting or information and document delivery processes technology, referred to in this section as a "Connectivity System," and an invoice processing system as outlined below.

(a) Connectivity System

A Servicer may employ a Connectivity System to assist with fulfilling Servicing obligations such as:

- Packaging and referring foreclosure and bankruptcy cases to the firm
- Communicating information and delivering documents between the Servicer and the firm as well as any other third parties requiring access to the Connectivity System; and
- Managing and monitoring foreclosure and bankruptcy cases

If a Servicer uses a Connectivity System:

- Freddie Mac will reimburse the Servicer for the actual cost of the connectivity fee up to the maximum expense limit specified in Section 9701.11
- The Servicer must provide the firm with use of and access to the identical Connectivity System
- The Servicer must permit, or continue to permit, the firm to integrate its own technology systems with the Connectivity System at no cost to the firm; and
- The Servicer must not pass on any Connectivity System related charges to the Borrower or the firm

(b) Invoice processing system

A Servicer may employ an invoice processing system for managing the submission and payment of invoices.

If a Servicer, whether acting directly or through a vendor or outsourcing company, processes firm invoices electronically:

- Freddie Mac will reimburse the Servicer for the actual cost of the invoicing fee up to the maximum expense limits specified in Section 9701.11; and
- The Servicer must not pass on any invoice processing related charges to the Borrower or the firm

The amounts specified in Section 9701.11 for connectivity and invoice processing systems are the maximum amounts for which a Servicer may seek reimbursement for the life of the default (i.e., the duration of the foreclosure, including any Freddie Mac Default Legal Matter such as bankruptcy).

For example, if a Servicer has already referred a Mortgage to foreclosure and it then becomes necessary to take action with respect to a bankruptcy related to such Mortgage, or if a Servicer has already referred a file for bankruptcy and foreclosure has commenced following the bankruptcy referral, the Servicer may be reimbursed only for one connectivity fee. Likewise in this scenario, if the Servicer is using an invoice processing system, then the Servicer may only seek reimbursement for one invoicing fee associated with the foreclosure and for one invoicing fee associated with the bankruptcy during the life of the default.

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9501.10: Servicer reporting on Freddie Mac Default Legal Matters (06/29/16)

The Servicer must provide reports related to firm performance, management of foreclosure and bankruptcy processes, oversight of firm compliance and performance and other related matters as required by Freddie Mac. Servicers must ensure that all firms retained for Freddie Mac Default Legal Matters report data required by Freddie Mac directly to Freddie Mac accurately and in the time frames prescribed. This includes **required** daily reporting by its **retained law firms, via the Attorney Data Reporting (ADR) System**, of key metrics such as:

- Milestones during the lifecycle of Freddie Mac Default Legal Matters
- Delays affecting prompt and efficient completion of the Freddie Mac Default Legal Matter
- Successful loss mitigation activities
- Litigation detail during the lifecycle of certain non-routine litigation matters
- Completion of the Freddie Mac Default Legal Matter

Key metrics generally must be reported to Freddie Mac within 24 hours of occurrence, unless otherwise prescribed in related training materials for the web-based attorney reporting system. Servicers may obtain access to ADR, and monitor their law firms' reporting progress, by completing the **ADR Servicer Access Request Form** available on the Freddie Mac Default-Related Legal Services web page at http://www.freddiemac.com/singlefamily/service/default_legal_services.html

Related Guide Bulletins	Issue Date
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Bulletin 2016-12

June 29, 2016

Freddie Mac Single Family/Single-Family Seller/Servicer Guide/Single-Family Seller/Servicer Guide/Servicing/Series 9000: Servicing Default Management/Topic 9500: Selection, Retention and Management of Law Firms for Freddie Mac Default Legal Matters/Chapter 9501: Selection, Retention and Management of Law Firms for Freddie Mac Default Legal Matters/9501.11: Servicer monitoring and management of firm (03/02/16)

9501.11: Servicer monitoring and management of firm (03/02/16)

The Servicer is responsible for managing and monitoring all aspects of the firm performance, providing necessary assistance to the firm relating to Freddie Mac Default Legal Matters, and for undertaking all activities required to protect Freddie Mac's interest in the Mortgage. The Servicer must also ensure that the firm is in compliance with applicable Freddie Mac requirements, and that the firm receives all training and documentation relating to applicable Freddie Mac requirements, either separately or as part of the Servicer's standard training.

(a) Compliance processes

The Servicer must develop and have in place policies and procedures regarding oversight and compliance of firms handling Freddie Mac Default Legal Matters. The Servicer must have policies and procedures reasonably designed to ensure that firms handling Freddie Mac Default Legal Matters are in compliance with the limited retention agreement, the applicable provisions of the Guide, and applicable law.

The Servicer's ongoing compliance monitoring must address the following minimum elements:

- Ongoing eligibility under the Firm Minimum Requirements specified in Section 9501.3
- Compliance with the limited retention agreement, including the fee and cost guidelines; and
- Firm performance and processes necessary to ensure Servicer's compliance with applicable Guide requirements

The Servicer must conduct periodic compliance reviews and training as appropriate. In determining the frequency of firm compliance reviews, the Servicer must consider the overall risk posed to Freddie Mac by the firm (legal, reputational, and financial), firm file volume, performance, any changes in staffing ratios or levels, any litigation against the firm alleging systemic issues, any media coverage regarding the firm and the prior results of any firm compliance reviews.

(b) Freddie Mac review of compliance process

Freddie Mac reserves the right to review the Servicer's compliance process. Freddie Mac may require Servicers to conduct additional compliance activities related to firms handling Freddie Mac Default Legal Matters, such as additional firm compliance reviews.

The Servicer must make available to Freddie Mac upon request the materials relating to its performance and compliance monitoring of firms handling Freddie Mac Default Legal Matters, including:

- Information regarding the scope and methodology of the Servicer's compliance monitoring
- The schedule of firm compliance reviews conducted
- The identity of any vendors used in the firm compliance reviews
- All documentation from the firm compliance reviews; and
- All findings, reports or remediation plans resulting from the firm compliance reviews

In addition, Freddie Mac may require a Servicer to change the scope of its compliance process used to monitor firms handling Freddie Mac Mortgages.

(c) Freddie Mac right to audit firm

Freddie Mac also reserves the right to directly conduct firm audits and firm on-site visits as Freddie Mac deems necessary. Freddie Mac audits and visits may focus on items such as fee and cost compliance, Servicer compliance with Freddie Mac requirements, and high-risk issues, including compliance with applicable laws, reputational risk, unsatisfactory results of Servicer firm compliance reviews and conflicts of interest involving Freddie Mac-owned or guaranteed Mortgages.

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9501.12: Escalation of firm issues to Freddie Mac (03/02/16)

(a) Escalation of issues

The Servicer must notify Freddie Mac via e-mail (**see Directory 1**), within two Business Days of discovery or sooner if circumstances warrant, if the Servicer becomes aware of any issues or concerns relating to a firm (including a specific employee or vendor of a firm), or a Freddie Mac Default Legal Matter, including, but not limited to:

1. Any information regarding a firm that may warrant a firm's suspension, termination or Servicer request to transfer Freddie Mac Default Legal Matters to another firm
2. Information suggesting legal or reputational risk posed by the firm such as bar complaints, sanctions, or litigation alleging systemic issues with the firm, firm attorney, or the firm's practices
3. Security incidents that compromise the security, confidentiality or integrity of "sensitive customer information" and that security incident is related to Freddie Mac-owned or guaranteed Mortgages (refer to Section 1301.2(f))
4. Actual or alleged fraud on the part of the firm
5. Federal, State, or local governmental inquiries, including congressional inquiries, regarding a firm, Freddie Mac-owned or guaranteed Mortgages, or Freddie Mac or Servicer practices affecting Freddie Mac-owned or guaranteed Mortgages
6. Non-routine litigation (as described in Section 9402.2)
7. Media inquiries relating to Freddie Mac, a firm, or Freddie Mac-owned or guaranteed Mortgages
8. Volume or capacity issues with the firm
9. Breach of the limited retention agreement between the firm and Freddie Mac, or the contract between the firm and the Servicer
10. Legal matters such as regulatory updates and specific reporting on certain matters (e.g., transfer tax matters)
11. Any systemic issues with the firm
12. Systemic Servicer issues related to file suspensions and foreclosure holds (e.g., failure to properly implement new statutory changes); and
13. Any material change in the ownership, partnership, or organization of the firm after executing the limited retention agreement. Such notifications should include instances where a named partner leaves the firm or a major practice group separates from the firm.

(b) Procedures relating to issues and concerns

When a Servicer provides Freddie Mac notice of an issue requiring Freddie Mac's attention, the Servicer must designate in its e-mail one or more points of contact. Freddie Mac may request that the Servicer obtain additional information from the firm regarding the issue that was escalated to Freddie Mac, and the Servicer must promptly provide the requested information to Freddie Mac.

(c) Freddie Mac rights

Freddie Mac reserves the right to issue direction to Servicers and firms regarding escalated issues. Refer to Section 9501.15 for more information about Freddie Mac's reservation of rights

(d) Escalated issue – confidential information

Any issue that is identified and escalated to or by Freddie Mac pursuant to this section (other than non-routine litigation) is considered to be "confidential information" as defined in Sections 1201.8 and 8101.8. The Servicer must comply with the requirements of such sections with respect to treatment of any escalated issue.

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9501.13: File transfers, termination and suspension of firms (05/18/16)

(a) Servicer-directed suspension of referrals, Freddie Mac Default Legal Matter transfers and terminations

If a Servicer becomes aware of information regarding a firm's handling Freddie Mac Default Legal Matters that might warrant a suspension of referrals of new Freddie Mac Default Legal Matters, the transfer of Freddie Mac Default Legal Matters to another firm, and/or termination of the firm (such as for legal, reputational, or operational risk), the Servicer must:

- Notify Freddie Mac within two Business Days via e-mail or sooner if circumstances warrant, as set forth in Section 9501.12; and
- Conduct due diligence with respect to the issue

If the Servicer intends to suspend referrals of new Freddie Mac Default Legal Matters, transfer Freddie Mac Default Legal Matters, and/or terminate a firm, the Servicer must provide Freddie Mac with at least five Business Days' notice (**see Directory 1**) prior to implementing the decision. Additionally, the notification must provide Freddie Mac with the implementation plan for the course of action chosen by the Servicer, pursuant to Section 9501.14.

For the transfer of Freddie Mac Default Legal Matters, once a Servicer has determined the eligible law firm(s) that will receive such file transfers, the following must also be included in the notification to Freddie Mac:

- Servicer name and the six-digit Seller/Servicer number
- The nine-digit Freddie Mac loan number
- Servicer loan number
- Date of transfer
- Original law firm name
- New law firm name
- Freddie Mac Default Legal Matter being transferred (e.g., foreclosure, bankruptcy proof of claim (POC) or bankruptcy motion for relief (MFR)) to the new law firm
- The State in which the Mortgaged Premises is located

In addition, the Servicer must:

- Upon request, provide Freddie Mac with the reason for the decision and the due diligence materials or other information supporting the decision
- Inform the firm of the decision; and
- Keep Freddie Mac periodically updated with respect to the status of implementation of the decision

Refer to Section 9501.14 for additional information relating to implementation of terminations, transfer of Freddie Mac Default Legal Matters and suspensions.

(b) Freddie Mac-directed suspension of referrals, matter transfers and terminations

Freddie Mac may direct the Servicer to initiate an investigation of a firm if Freddie Mac becomes aware of information that might warrant a suspension of referrals of new Freddie Mac Default Legal Matters, the transfer of Freddie Mac Default Legal Matters, or termination of the firm. Freddie Mac also may conduct due diligence and investigations as necessary. Freddie Mac may instruct Servicers to suspend some or all referrals of new Freddie Mac Default Legal Matters, to transfer some or all existing Freddie Mac Default Legal Matters, or to terminate a firm.

In the event of a decision by Freddie Mac to suspend referrals of new Freddie Mac Default Legal Matters, transfer Freddie Mac Default Legal Matters, or terminate a firm, Freddie Mac will:

- Inform the Servicer of the decision and provide direction with respect to required Servicer actions, including direction with respect to transfers of Freddie Mac Default Legal Matters
- Inform the firm of the decision and provide direction to the firm with respect to required firm actions; and
- Terminate the limited retention agreement between Freddie Mac and the firm, as appropriate

(c) Documentation of due diligence review

The Servicer must maintain documentation of the due diligence review, the Servicer's decision, and all other information supporting the decision for a period of seven years after such decision.

Related Guide Bulletins	Issue Date
Bulletin 2016-9	May 18, 2016

Freddie Mac Single Family/Single-Family Seller/Servicer Guide/Single-Family Seller/Servicer Guide/Servicing/Series 9000: Servicing Default Management/Topic 9500: Selection, Retention and Management of Law Firms for Freddie Mac Default Legal Matters/Chapter 9501: Selection, Retention and Management of Law Firms for Freddie Mac Default Legal Matters/9501.14: Implementing file transfers and/or the termination and suspension of firms (03/02/16)

9501.14: Implementing file transfers and/or the termination and suspension of firms (03/02/16)

(a) Implementation plan

Prior to implementing any decision to terminate a contract with a firm, suspend referrals of new Freddie Mac Default Legal Matters and/or transfer Freddie Mac Default Legal Matters from a firm, the Servicer must develop an implementation plan which addresses:

- File transfers
- The capacity of other eligible firms in the State to handle additional Freddie Mac Default Legal Matters and/or transferred Freddie Mac Default Legal Matters
- Proration of fees and costs between the transferor and transferee firms
- Contract provisions during any transition period, including insurance; and
- Other issues as necessary

The implementation plan must take into account any legal, operational or reputational risks that may arise during the transition period, and must address these risks in the most cost-efficient and effective manner. Freddie Mac reserves the right to require the modification of the implementation plan, and provide additional Servicer requirements relating to the termination of any firm, the suspension of referrals of new Freddie Mac Default Legal Matters and the transfer of Freddie Mac Default Legal Matters.

(b) Servicer monitoring of implementation plan

The Servicer must take all necessary steps to ensure that the implementation plan proceeds in an orderly manner and that all Freddie Mac interests are protected during the implementation. Such steps include, but are not limited to:

- Transferring files relating to Freddie Mac Default Legal Matters to eligible firms
- Addressing any issues arising from the transfer of files, the suspension of referrals and the termination of a firm
- Reporting periodically to Freddie Mac on the status of the plan, including such details as how many files are transferred to each new firm, which new firms receive the files and the timing of transfers; and
- Such other details as requested by Freddie Mac

Servicers may not charge Freddie Mac or Borrowers for any fees or costs associated with transferring Freddie Mac Default Legal Matters, and such amounts may not be added to Borrower Mortgage balances.

(c) Freddie Mac's rights to manage termination, suspension and/or file transfers

Freddie Mac may decide, in its sole discretion, that the legal, operational or reputational risks necessitate Freddie Mac's management of the:

- Termination of any firm with respect to its handling of Freddie Mac Default Legal Matters
- Suspension of referrals of Freddie Mac Default Legal Matters to a firm; and/or
- Transfers of files relating to Freddie Mac Default Legal Matters

In such case, the Servicer must cooperate with Freddie Mac in such management and provide all necessary documentation, files and information as requested by Freddie Mac.

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Management of Law Firms for Freddie Mac Default Legal Matters/Chapter 9501: Selection, Retention and Management of Law Firms for Freddie Mac Default Legal Matters/9501.15: Reservation of rights and remedies for non-compliance concerning litigation (03/02/16)

9501.15: Reservation of rights and remedies for non-compliance concerning litigation (03/02/16)

Freddie Mac reserves the right to direct and control all litigation involving a Freddie Mac loan. The Servicer and firm handling the litigation must cooperate fully with Freddie Mac in the prosecution, defense or handling of the matter.

In addition, Freddie Mac reserves the right to:

1. Select the foreclosure counsel for a particular case, whether the case is routine or non-routine litigation
2. Direct and manage the actions taken by the foreclosure counsel, on a case-by-case or individual State basis
3. Assess additional compensatory fees against the Servicer and/or seek repayment of losses, costs or damages from the Servicer sustained due to errors, omissions or delays by the Servicer or its agent; and
4. Direct and manage the actions taken by Servicers and firms relating to escalated issues specified in Section 9501.12

Remedies for non-compliance

If a Servicer fails to comply with the provisions under Chapter 9501, Freddie Mac, in its sole discretion, and in addition to any other remedies specified in the Guide or the Servicer's other Purchase Documents, reserves the right to:

- Refuse to reimburse the Servicer for any legal fees and costs
- Offset the entire legal fee from future foreclosure expenses otherwise eligible for reimbursement from Freddie Mac or seek the Servicer's reimbursement of the entire legal fee with interest, if Freddie Mac has already reimbursed the Servicer for the costs involved in the particular foreclosure or bankruptcy
- Require the Servicer to reimburse the firm or Freddie Mac for any prohibited payments or other financial benefits
- Prohibit the Servicer from contracting, directly or through any service provider, vendor or outsourcing company, with a firm with respect to products or services ancillary to a foreclosure or bankruptcy case
- Prohibit the Servicer from contracting with the service provider, vendor or outsourcing company involved in the prohibited activities with respect to Freddie Mac-owned or guaranteed Mortgages
- Seek Servicer repayment of losses, costs or damages sustained by Freddie Mac due to errors by the Servicer or its agent; and/or require repurchase of impacted Mortgage

EXHIBIT 7-6

EXHIBIT 7-6

**Loan Status/Manager
TOS Summary Report**

Report generated on Wednesday, April 11, 2018 at 10:25 am.

SQL returned 1 rows

Fhlmc Loan Number: [REDACTED] 6084									
Date Requested	Status	Status Date	Date Effective	Servicer From	Servicer To	Servicer Family From	Servicer Family To	Global Family From	Global Family To
09/04/2014	APPROVED	09/05/2014	10/16/2014	112491 - JPMORGAN CHASE BANK, N.A. F/K/A WAMU	877903 - JPMORGAN CHASE BANK, N.A. F/K/A WAMU	139867 - JPMORGAN CHASE BANK, N.A.	139867 - JPMORGAN CHASE BANK, N.A.	139867 - JPMORGAN CHASE BANK, N.A.	139867 - JPMORGAN CHASE BANK, N.A.



EXHIBIT 7-7

EXHIBIT 7-7

Report generated on Wednesday, April 11, 2018 at 10:26 am.

SQL returned 139 rows

Film Loan Number: [REDACTED] 6084																			
Accounting Cycle	Date Reported	Date DDL PI Reported	Last Payment Received	Monthly P&I Due Date	Monthly P&I	Principal Due	Interest Due	Ending UPB	Int Bearing UPB	Non-Int Bearing UPB	Non-Int Bearing Principal Curtailment	Borrower Incentive	Negam Balance	Prepay Penalty	Proceeds	ANY Rate	Note Rate	Code Exception	Date Exception
03/15/2018	03/19/2018	06/01/2009	06/30/2009	03/20/2018	\$1,556.64	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		6.750%		
02/15/2018	02/20/2018	06/01/2009	06/30/2009	02/21/2018	\$1,556.64	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		6.750%		
01/15/2018	01/17/2018	06/01/2009	06/30/2009	01/18/2018	\$1,556.64	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		6.750%		
12/15/2017	12/19/2017	06/01/2009	06/30/2009	12/20/2017	\$1,556.64	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		6.750%		
11/15/2017	11/17/2017	06/01/2009	06/30/2009	11/20/2017	\$1,556.64	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		6.750%		
10/15/2017	10/17/2017	06/01/2009	06/30/2009	10/18/2017	\$1,556.64	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		6.750%		
09/15/2017	09/19/2017	06/01/2009	06/30/2009	09/20/2017	\$1,556.64	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		6.750%		
08/15/2017	08/17/2017	06/01/2009	06/30/2009	08/18/2017	\$1,556.64	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		6.750%		
07/15/2017	07/18/2017	06/01/2009	06/30/2009	07/19/2017	\$1,556.64	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		6.750%		
06/15/2017	06/19/2017	06/01/2009	06/30/2009	06/20/2017	\$1,556.64	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		6.750%		
05/15/2017	05/17/2017	06/01/2009	06/30/2009	05/18/2017	\$1,556.64	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		6.750%		
04/15/2017	04/18/2017	06/01/2009	06/30/2009	04/19/2017	\$1,556.64	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		6.750%		
03/15/2017	03/17/2017	06/01/2009	06/30/2009	03/20/2017	\$1,556.64	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		6.750%		
02/15/2017	02/17/2017	06/01/2009	06/30/2009	02/21/2017	\$1,556.64	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		6.750%		
01/15/2017	01/18/2017	06/01/2009	06/30/2009	01/19/2017	\$1,556.64	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		6.750%		
12/15/2016	12/19/2016	06/01/2009	06/30/2009	12/20/2016	\$1,556.64	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		6.750%		
11/15/2016	11/17/2016	06/01/2009	06/30/2009	11/18/2016	\$1,556.64	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		6.750%		
10/15/2016	10/18/2016	06/01/2009	06/30/2009	10/19/2016	\$1,556.64	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		6.750%		
09/15/2016	09/19/2016	06/01/2009	06/30/2009	09/20/2016	\$1,556.64	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		6.750%		
08/15/2016	08/17/2016	06/01/2009	06/30/2009	08/18/2016	\$1,556.64	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		6.750%		
07/15/2016	07/19/2016	06/01/2009	06/30/2009	07/20/2016	\$1,556.64	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		6.750%		
06/15/2016	06/17/2016	06/01/2009	06/30/2009	06/20/2016	\$1,556.64	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		6.750%		
05/15/2016	05/17/2016	06/01/2009	06/30/2009	05/18/2016	\$1,556.64	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		6.750%		
04/15/2016	04/19/2016	06/01/2009	06/30/2009	04/20/2016	\$1,556.64	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		6.750%		
03/15/2016	03/17/2016	06/01/2009	06/30/2009	03/18/2016	\$1,556.64	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		6.750%		
02/15/2016	02/17/2016	06/01/2009	06/30/2009	02/18/2016	\$1,556.64	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		6.750%		

01/15/2016	01/20/2016	06/01/2009	06/30/2009	01/21/2016	\$1,556.64	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
12/15/2015	12/17/2015	06/01/2009	06/30/2009	12/18/2015	\$1,556.64	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
11/15/2015	11/17/2015	06/01/2009	06/30/2009	11/18/2015	\$1,556.64	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
10/15/2015	10/19/2015	06/01/2009	06/30/2009	10/20/2015	\$1,556.64	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
09/15/2015	09/17/2015	06/01/2009	06/30/2009	09/18/2015	\$1,556.64	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
08/15/2015	08/18/2015	06/01/2009	06/30/2009	08/19/2015	\$1,556.64	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
07/15/2015	07/17/2015	06/01/2009	06/30/2009	07/20/2015	\$1,556.64	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
06/15/2015	06/17/2015	06/01/2009	06/30/2009	06/18/2015	\$1,556.64	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
05/15/2015	05/19/2015	06/01/2009	06/30/2009	05/20/2015	\$1,556.64	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
04/15/2015	04/17/2015	06/01/2009	06/30/2009	04/20/2015	\$1,556.64	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
03/15/2015	03/18/2015	06/01/2009	06/30/2009	03/18/2015	\$1,556.64	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
02/15/2015	02/18/2015	06/01/2009	06/30/2009	02/19/2015	\$1,556.64	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
01/15/2015	01/21/2015	06/01/2009	06/30/2009	01/21/2015	\$1,556.64	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
12/15/2014	12/18/2014	06/01/2009	06/30/2009	12/18/2014	\$1,556.64	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
11/15/2014	11/18/2014	06/01/2009	06/30/2009	11/19/2014	\$1,556.64	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
10/15/2014	10/20/2014	06/01/2009	06/30/2009	10/20/2014	\$1,556.64	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
09/15/2014	09/18/2014	06/01/2009	06/30/2009	09/18/2014	\$1,556.64	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
08/15/2014	08/20/2014	06/01/2009	06/30/2009	08/20/2014	\$1,556.64	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
07/15/2014	07/18/2014	06/01/2009	06/30/2009	07/18/2014	\$1,556.64	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
06/15/2014	06/18/2014	06/01/2009	06/30/2009	06/18/2014	\$1,556.64	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
05/15/2014	05/20/2014	06/01/2009	06/30/2009	05/20/2014	\$1,556.64	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
04/15/2014	04/21/2014	06/01/2009	06/30/2009	04/18/2014	\$1,556.64	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
03/15/2014	03/19/2014	06/01/2009	06/30/2009	03/19/2014	\$1,556.64	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
02/15/2014	02/19/2014	06/01/2009	06/30/2009	02/20/2014	\$1,556.64	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
01/15/2014	01/21/2014	06/01/2009	06/30/2009	01/21/2014	\$1,556.64	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
12/15/2013	12/17/2013	06/01/2009	06/30/2009	12/18/2013	\$1,556.64	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
11/15/2013	11/19/2013	06/01/2009	06/30/2009	11/20/2013	\$1,556.64	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
10/15/2013	10/18/2013	06/01/2009	06/30/2009	10/18/2013	\$1,556.64	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
09/15/2013	09/18/2013	06/01/2009	06/30/2009	09/18/2013	\$1,556.64	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
08/15/2013	08/20/2013	06/01/2009	06/30/2009	08/20/2013	\$1,556.64	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
07/15/2013	07/18/2013	06/01/2009	06/30/2009	07/18/2013	\$1,556.64	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
06/15/2013	06/19/2013	06/01/2009	06/30/2009	06/19/2013	\$1,556.64	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
05/15/2013	05/20/2013	06/01/2009	06/30/2009	05/20/2013	\$1,556.64	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
04/15/2013	04/18/2013	06/01/2009	06/30/2009	04/18/2013	\$1,556.64	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
03/15/2013	03/21/2013	06/01/2009	06/30/2009	03/20/2013	\$1,556.64	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%

02/15/2013	02/20/2013	06/01/2009	06/30/2009	02/21/2013	\$1,556.64	\$0.00	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
01/15/2013	01/18/2013	06/01/2009	06/30/2009	01/18/2013	\$1,556.64	\$0.00	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
12/15/2012	12/18/2012	06/01/2009	06/30/2009	12/19/2012	\$1,556.64	\$0.00	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
11/15/2012	11/23/2012	06/01/2009	06/30/2009	11/20/2012	\$1,556.64	\$0.00	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
10/15/2012	10/18/2012	06/01/2009	06/30/2009	10/18/2012	\$1,556.64	\$0.00	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
09/15/2012	09/19/2012	06/01/2009	06/30/2009	09/19/2012	\$1,556.64	\$0.00	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
08/15/2012	08/20/2012	06/01/2009	06/30/2009	08/20/2012	\$1,556.64	\$0.00	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
07/15/2012	07/18/2012	06/01/2009	06/30/2009	07/18/2012	\$1,556.64	\$0.00	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
06/15/2012	06/20/2012	06/01/2009	06/30/2009	06/20/2012	\$1,556.64	\$0.00	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
05/15/2012	05/18/2012	06/01/2009	06/30/2009	05/18/2012	\$1,556.64	\$0.00	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
04/15/2012	04/18/2012	06/01/2009	06/30/2009	04/18/2012	\$1,556.64	\$0.00	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
03/15/2012	03/20/2012	06/01/2009	06/30/2009	03/20/2012	\$1,556.64	\$0.00	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
02/15/2012	02/21/2012	06/01/2009	06/30/2009	02/21/2012	\$1,556.64	\$0.00	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
01/15/2012	01/19/2012	06/01/2009	06/30/2009	01/19/2012	\$1,556.64	\$0.00	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
12/15/2011	12/21/2011	06/01/2009	06/30/2009	12/20/2011	\$1,556.64	\$0.00	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
11/15/2011	11/21/2011	06/01/2009	06/30/2009	11/18/2011	\$1,556.64	\$0.00	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
10/15/2011	10/19/2011	06/01/2009	06/30/2009	10/19/2011	\$1,556.64	\$0.00	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
09/15/2011	09/21/2011	06/01/2009	06/30/2009	09/20/2011	\$1,556.64	\$0.00	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
08/15/2011	08/22/2011	06/01/2009	06/30/2009	08/18/2011	\$1,556.64	\$0.00	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
07/15/2011	07/21/2011	06/01/2009	06/30/2009	07/20/2011	\$1,556.64	\$0.00	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
06/15/2011	06/21/2011	06/01/2009	06/30/2009	06/20/2011	\$1,556.64	\$0.00	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
05/15/2011	05/19/2011	06/01/2009	06/30/2009	05/18/2011	\$1,556.64	\$0.00	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
04/15/2011	04/21/2011	06/01/2009	06/30/2009	04/20/2011	\$1,556.64	\$0.00	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
03/15/2011	03/21/2011	06/01/2009	06/30/2009	03/18/2011	\$1,556.64	\$0.00	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
02/15/2011	02/24/2011	06/01/2009	06/30/2009	02/18/2011	\$1,556.64	\$0.00	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
01/15/2011	01/20/2011	06/01/2009	06/30/2009	01/20/2011	\$1,556.64	\$0.00	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
12/15/2010	12/21/2010	06/01/2009	06/30/2009	12/20/2010	\$1,556.64	\$0.00	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
11/15/2010	11/19/2010	06/01/2009	06/30/2009	11/18/2010	\$1,556.64	\$0.00	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
10/15/2010	10/21/2010	06/01/2009	06/30/2009	10/20/2010	\$1,556.64	\$0.00	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
09/15/2010	09/21/2010	06/01/2009	06/30/2009	09/20/2010	\$1,556.64	\$0.00	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
08/15/2010	08/19/2010	06/01/2009	06/30/2009	08/18/2010	\$1,556.64	\$0.00	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
07/15/2010	07/21/2010	06/01/2009	06/30/2009	07/20/2010	\$1,556.64	\$0.00	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
06/15/2010	06/21/2010	06/01/2009	06/30/2009	06/18/2010	\$1,556.64	\$0.00	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
05/15/2010	05/20/2010	06/01/2009	06/30/2009	05/19/2010	\$1,556.64	\$0.00	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%

04/15/2010	04/21/2010	06/01/2009	06/30/2009	04/20/2010	\$1,556.64	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
03/15/2010	03/19/2010	06/01/2009	06/30/2009	03/18/2010	\$1,556.64	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
02/15/2010	02/19/2010	06/01/2009	06/30/2009	02/18/2010	\$1,556.64	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
01/15/2010	01/21/2010	06/01/2009	06/30/2009	01/21/2010	\$1,556.64	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
12/15/2009	12/21/2009	06/01/2009	06/30/2009	12/18/2009	\$1,556.64	\$0.00	\$0.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
11/15/2009	11/18/2009	06/01/2009	06/30/2009	11/18/2009	\$1,556.64	\$0.00	\$1,223.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Inactivate loan
10/15/2009	10/19/2009	06/01/2009	06/30/2009	10/20/2009	\$1,556.64	\$0.00	\$1,223.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
09/15/2009	09/17/2009	06/01/2009	06/30/2009	09/18/2009	\$1,556.64	\$0.00	\$1,223.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
08/15/2009	08/18/2009	06/01/2009	06/30/2009	08/19/2009	\$1,556.64	\$0.00	\$1,223.00	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
07/15/2009	07/17/2009	06/01/2009	06/30/2009	07/20/2009	\$1,556.64	\$250.06	\$1,224.32	\$232,031.22	\$232,031.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
06/15/2009	06/17/2009	05/01/2009	05/19/2009	06/18/2009	\$1,556.64	\$248.66	\$1,225.63	\$232,281.28	\$232,281.28	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
05/15/2009	05/21/2009	04/01/2009	04/16/2009	05/20/2009	\$1,556.64	\$247.27	\$1,226.93	\$232,529.94	\$232,529.94	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
04/15/2009	04/17/2009	03/01/2009	03/16/2009	04/20/2009	\$1,556.64	\$245.89	\$1,228.23	\$232,777.21	\$232,777.21	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
03/15/2009	03/17/2009	02/01/2009	02/17/2009	03/18/2009	\$1,556.64	\$244.51	\$1,229.51	\$233,023.10	\$233,023.10	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
02/15/2009	02/18/2009	01/01/2009	01/16/2009	02/19/2009	\$1,556.64	\$243.14	\$1,230.80	\$233,267.61	\$233,267.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
01/15/2009	01/20/2009	12/01/2008	12/16/2008	01/21/2009	\$1,556.64	\$241.78	\$1,232.07	\$233,510.75	\$233,510.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
12/15/2008	12/17/2008	11/01/2008	11/17/2008	12/18/2008	\$1,556.64	\$240.43	\$1,233.34	\$233,752.53	\$233,752.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
11/15/2008	11/19/2008	10/01/2008	10/16/2008	11/19/2008	\$1,556.64	\$239.08	\$1,234.60	\$233,992.96	\$233,992.96	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
10/15/2008	10/17/2008	09/01/2008	09/16/2008	10/20/2008	\$1,556.64	\$237.75	\$1,235.85	\$234,232.04	\$234,232.04	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
09/15/2008	09/17/2008	08/01/2008	08/18/2008	09/18/2008	\$1,556.64	\$236.42	\$1,237.10	\$234,469.79	\$234,469.79	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
08/15/2008	08/19/2008	07/01/2008	07/16/2008	08/20/2008	\$1,556.64	\$235.10	\$1,238.34	\$234,706.21	\$234,706.21	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
07/15/2008	07/17/2008	06/01/2008	06/16/2008	07/18/2008	\$1,556.64	\$233.78	\$1,239.57	\$234,941.31	\$234,941.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
06/15/2008	06/17/2008	05/01/2008	05/16/2008	06/18/2008	\$1,556.64	\$232.47	\$1,240.79	\$235,175.09	\$235,175.09	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
05/15/2008	05/19/2008	04/01/2008	04/16/2008	05/20/2008	\$1,556.64	\$231.17	\$1,242.01	\$235,407.56	\$235,407.56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
04/15/2008	04/17/2008	03/01/2008	03/17/2008	04/18/2008	\$1,556.64	\$229.88	\$1,243.22	\$235,638.73	\$235,638.73	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
03/15/2008	03/18/2008	02/01/2008	02/19/2008	03/19/2008	\$1,556.64	\$228.59	\$1,244.43	\$235,868.61	\$235,868.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
02/15/2008	02/20/2008	01/01/2008	01/16/2008	02/21/2008	\$1,556.64	\$227.31	\$1,245.63	\$236,097.20	\$236,097.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
01/15/2008	01/17/2008	12/01/2007	12/17/2007	01/18/2008	\$1,556.64	\$226.04	\$1,246.82	\$236,324.51	\$236,324.51	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
12/15/2007	12/18/2007	11/01/2007	11/16/2007	12/19/2007	\$1,556.64	\$224.78	\$1,248.00	\$236,550.55	\$236,550.55	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
11/15/2007	11/19/2007	10/01/2007	10/16/2007	11/20/2007	\$1,556.64	\$223.52	\$1,249.18	\$236,775.33	\$236,775.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
10/15/2007	10/17/2007	09/01/2007	09/17/2007	10/18/2007	\$1,556.64	\$222.27	\$1,250.35	\$236,998.85	\$236,998.85	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
09/15/2007	09/19/2007	08/01/2007	08/16/2007	09/19/2007	\$1,556.64	\$221.03	\$1,251.52	\$237,221.12	\$237,221.12	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
08/15/2007	08/17/2007	07/01/2007	07/16/2007	08/20/2007	\$1,556.64	\$219.79	\$1,252.68	\$237,442.15	\$237,442.15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
07/15/2007	07/17/2007	06/01/2007	06/18/2007	07/18/2007	\$1,556.64	\$218.56	\$1,253.83	\$237,661.94	\$237,661.94	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%

06/15/2007	06/19/2007	05/01/2007	05/16/2007	06/20/2007	\$1,556.64	\$217.34	\$1,254.97	\$237,880.50	\$237,880.50	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
05/15/2007	05/17/2007	04/01/2007	04/16/2007	05/18/2007	\$1,556.64	\$216.12	\$1,256.11	\$238,097.84	\$238,097.84	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
04/15/2007	04/17/2007	03/01/2007	03/16/2007	04/18/2007	\$1,556.64	\$214.92	\$1,257.25	\$238,313.96	\$238,313.96	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
03/15/2007	03/20/2007	02/01/2007	02/16/2007	03/20/2007	\$1,556.64	\$213.71	\$1,258.37	\$238,528.88	\$238,528.88	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
02/15/2007	02/20/2007	01/01/2007	01/16/2007	02/21/2007	\$1,556.64	\$212.52	\$1,259.49	\$238,742.59	\$238,742.59	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
01/15/2007	01/17/2007	12/01/2006	12/18/2006	01/18/2007	\$1,556.64	\$211.33	\$1,260.61	\$238,955.11	\$238,955.11	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
12/15/2006	12/19/2006	11/01/2006	11/16/2006	12/20/2006	\$1,556.64	\$210.15	\$1,261.71	\$239,166.44	\$239,166.44	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
11/15/2006	11/17/2006	10/01/2006	10/16/2006	11/20/2006	\$1,556.64	\$208.97	\$1,262.82	\$239,376.59	\$239,376.59	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
10/15/2006	10/18/2006	09/01/2006	09/27/2006	10/18/2006	\$1,556.64	\$0.00	\$1,262.82	\$239,585.56	\$239,585.56	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
09/15/2006	10/03/2006				\$0.00	\$0.00	\$0.00	\$239,585.56	\$239,585.56	\$0.00	\$0.00	\$0.00	\$0.00	6.750%



[Download Data to an Excel Spreadsheet](#)

EXHIBIT 8

EXHIBIT 8

(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 #: 200910270000618

Fees: \$15.00

N/C Fee: \$0.00

10/27/2009 08:52:54 AM

Receipt #: 107152

Requestor:

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] 75687

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

AA_1712

Date: October 26, 2009

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.



COLLEEN IRBY OFFICER

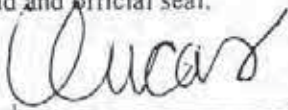
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

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)

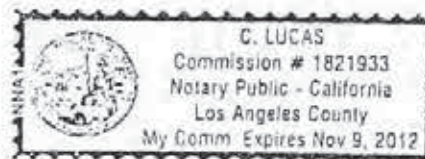


EXHIBIT 9

EXHIBIT 9

documentation. Guide references to the Directory are indicated with a bolded parenthetical (e.g., “(see **Directory 5**)”).

1101.2: Legal effect of the Guide and other Purchase Documents (03/02/16)

(a) Status as a contract

(i) Effect of the Guide and other Purchase Documents

The Guide governs the business relationship between a Seller/Servicer and Freddie Mac relating to the sale and Servicing of Mortgages. Each Seller/Servicer must complete and submit a Form 16SF, Annual Eligibility Certification Report, that certifies that the Seller/Servicer has access to the Electronic version of the Guide as an Electronic Record, as those terms are defined in Chapter 1401, and is in compliance with all requirements of the Purchase Documents.

In connection with the sale of Mortgages to Freddie Mac, the Seller/Servicer agrees that each transaction is governed by the Guide, the applicable Purchase Contract and all other Purchase Documents.

A Seller/Servicer must service all Mortgages that the Seller/Servicer has sold to Freddie Mac and/or has agreed to service for Freddie Mac in accordance with the standards set forth in the Seller/Servicer's Purchase Documents. All of a Seller/Servicer's obligations to service Mortgages for Freddie Mac are considered to constitute, and must be performed pursuant to a unitary, indivisible master Servicing contract, and the Servicing obligations assumed pursuant to any contract to sell Mortgages to Freddie Mac are deemed to be merged into, and must be performed pursuant to, such unitary, indivisible master Servicing contract.

A Seller/Servicer acknowledges that Freddie Mac's agreement to purchase Mortgages from the Seller/Servicer pursuant to any individual Purchase Contract is based upon the Seller/Servicer's agreement that the Mortgages purchased will be serviced by the Seller/Servicer pursuant to the unitary, indivisible master Servicing contract. The Seller/Servicer agrees that any failure to service any Mortgage in accordance with the terms of the unitary, indivisible master Servicing contract, or any breach of any of the Seller/Servicer's obligations under any aspect of the unitary, indivisible master Servicing contract, shall be deemed to constitute a breach of the entire contract and shall entitle Freddie Mac to terminate all or a portion of the Servicing. The termination of a portion of the Servicing shall not alter the unitary, indivisible nature of the Servicing contract.

If a Servicer who services Mortgages for Freddie Mac is not also the Seller of the Mortgages to Freddie Mac, the Servicer must agree to service Mortgages for Freddie Mac by separate agreement, which incorporates the applicable Purchase Documents. In such

case, the separate agreement shall be deemed to be one of the “Purchase Documents” that constitute the unitary, indivisible master Servicing contract.

In addition, in certain cases, a Seller and/or Servicer who uses certain Freddie Mac services will, by virtue of the provisions of the Guide, be deemed to have agreed upon certain terms and conditions related to such services and their use.

(ii) Amendments to the Guide

Freddie Mac may, in its sole discretion, amend or supplement the Guide from time to time. Amendments to the Guide may be a paper Record or an Electronic Record, as those terms are defined in Chapter 1401. The Guide may not be amended orally. Freddie Mac may amend the Guide by:

- Publishing Bulletins, which apply to all Sellers/Servicers, or
- Entering into a Purchase Contract or other written or Electronic agreement, which applies to the Seller/Servicer that is a party to the Purchase Contract or agreement

Bulletins expressly amend, supplement, revise or terminate specific provisions of the Guide. An amendment, supplement, revision or termination of a provision in the Guide is effective as of the date specified by Freddie Mac in the applicable Bulletin.

A Purchase Contract or other written agreement or Electronic agreement amends or supplements specific provisions of the Guide for purposes of such Purchase Contract or other agreement, as applicable. Such amendments or supplements to the Guide are effective as of the date specified in the Purchase Contract or other agreement. See Section 1501.2(d) for information about how amendments and supplements to the Guide amend or otherwise apply to a Seller’s Purchase Contracts and other Purchase Documents.

(iii) Publication of Guide and Bulletins

The Guide is posted on the AllRegs® web site of Ellie Mae, Inc., which operates the AllRegs brand (“AllRegs”) and which posts the Guide under license from and with the express permission of Freddie Mac. AllRegs is the exclusive third-party electronic publisher of the Guide. Seller/Servicers also can access the Guide on the AllRegs web site by using the link on FreddieMac.com.

Freddie Mac makes no representation or warranty regarding availability, features or functionality of the AllRegs web site.

By using the web site, Seller/Servicers acknowledge and agree (individually and on behalf of the entity for which they access the Guide) neither Freddie Mac nor AllRegs shall be liable to them (or the entity for which they access the Guide) for any losses or damages whatsoever resulting directly or indirectly from Freddie Mac’s designation of the Guide as found on the AllRegs web site as the official Electronic version, as an

Electronic Record, and AllRegs expressly disclaims any warranty as to the results to be obtained by Seller/Serviceirs (and the entity for which Seller/Serviceirs access the Guide) from use of the AllRegs web site, and AllRegs shall not be liable to Seller/Serviceirs (and the entity for which Seller/Serviceirs access the Guide) for any damages arising directly or indirectly out of the use of the AllRegs web site by them (and the entity for which they access the Guide).

Bulletins are published on AllRegs and FreddieMac.com. A Seller/Serviceir with an AllRegs subscription may receive notice of Bulletins directly from AllRegs. If a Seller/Serviceir does not receive notice of Bulletins through AllRegs, the Seller/Serviceir must take the steps necessary to receive the applicable Freddie Mac Single-Family Update e-mails, which will notify Seller/Serviceir of Bulletin publications. A Seller/Serviceir's failure to take the appropriate steps to receive notices of Bulletins does not relieve the Seller/Serviceir of its legal obligations to comply with the terms of the Bulletins.

(iv) Effective Date

The effective date of each section of the Guide is located at the beginning of each section, to the right of the section number and name.

(b) Reliance

By entering into a Purchase Contract or into the unitary, indivisible master Servicing contract with Freddie Mac, the Seller/Serviceir acknowledges that it is not relying upon Freddie Mac or any employee, agent or representative thereof, in making its decision to enter into the contract and that it has relied upon the advice and counsel of its own employees, agents and representatives as to the regulatory, business, corporate, tax, accounting and other consequences of entering into and performing its obligations under a Purchase Contract or the unitary, indivisible master Servicing contract.

(c) Assignments; security interests

A Seller/Serviceir shall not, in whole or in part, assign, sell, convey, hypothecate, pledge or in any other way or transfer, conditionally or otherwise, or grant a security interest in, any of its obligations, rights or interest under any Purchase Contract or under the unitary, indivisible master Servicing contract, including any of its rights or obligations under this Guide or any of the Purchase Documents, without Freddie Mac's prior written consent. Any purported or attempted assignment or transfer of, or grant of a security interest in, any such obligations, rights or interest is prohibited and shall be null and void.

Freddie Mac has the unconditional right to sell, assign, convey, hypothecate, pledge or in any way transfer, in whole or in part, its rights and interest under the Purchase Documents with respect to any Mortgage it purchases. Freddie Mac has the right to direct the Serviceir to send remittances, notices, reports and other communications to any party designated by Freddie

derivative information (and any copy thereof) confidential. The Seller/Servicer will deliver to Freddie Mac a list of all or any such Persons promptly upon request. Notwithstanding the preceding provisions of this subsection 1201.8(c), under no circumstances may a Seller/Servicer provide or otherwise make available a Freddie Mac Exclusionary List to any Person (other than an officer, director, principal, partner or employee with a need to have the Exclusionary List for the purposes set forth in this section) or entity without the prior express written authorization of the Financial Instrument Fraud and Anti-Money Laundering Officer.

(d) Exclusions

Confidential information and derivative information do not include any information that is:

- Generally available to the public without violation of the provisions of this subsection
- Provided to the Seller/Servicer by a third party that is not itself under a confidentiality obligation with respect to the information, or
- Independently developed by the Seller/Servicer without use of the confidential information, derivative information or any portion thereof

1201.9: The Mortgage file, Mortgage data and related records (03/02/16)

(a) Ownership

All documents in the Mortgage file, all data related to Mortgages owned or guaranteed by Freddie Mac to which the Servicer obtains access in connection with any agreement with Freddie Mac, including, without limitation, data in the documents in the Mortgage file (collectively, Mortgage data) and all other documents and records related to the Mortgage of whatever kind or description (whether prepared or originated by the Servicer or others, or whether prepared or maintained or held by the Servicer or others acting for and on behalf of the Servicer), including all current and historical computerized data files, 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.

(b) Permitted use of Mortgage data

The Servicer may use these records and Mortgage data only for the following purposes:

- Servicing Mortgages (and, in compliance with the provisions of the Guide, retaining subservicers to service Mortgages) on behalf of, and in the interest of, Freddie Mac
- As background information for the Servicer's use related to marketing or cross-selling of the Servicer's own primary market products and services in compliance with applicable

laws, provided that such marketing and cross-selling does not involve disclosure of these records or Mortgage data to any third parties, other than vendors assisting the Servicer in its marketing activities who are themselves bound by these requirements

- As necessary to enable a vendor to provide analytic services to the Servicer with respect to the Servicer's Servicing portfolio, for the Servicer's internal use only, provided the vendor is bound by these requirements, and
- As necessary to enable the Servicer to comply with its obligations under applicable law including, without limitation, any disclosures required in connection with audits by regulatory agencies with jurisdiction over the Servicer's operations

Except as expressly authorized by Freddie Mac in writing, Servicers may not use or disclose, or authorize or permit third parties to use or disclose, these records or Mortgage data for any other purpose including, without limitation, resale or licensing of Mortgage data, either alone or with other data. See Section 8101.8, for additional requirements related to confidentiality.

1201.10: Minority-Owned, Women-Owned and Disabled-Owned Business Enterprises (03/02/16)

It is Freddie Mac's policy to provide, to the maximum extent possible in balance with financially safe and sound business practices, the opportunity for Minority-Owned, Women-Owned and Disabled-Owned Business Enterprises to compete fairly as suppliers, contractors and subcontractors in Freddie Mac's business activities, taking into account both price and quality. As an aspect of this policy, Freddie Mac encourages Seller/Servicers to ensure that Minority-Owned, Women-Owned and Disabled-Owned Business Enterprises are given the opportunity to compete fairly in supplying services to Seller/Servicers.

1201.11: Audit confirmation requests (03/02/16)

Sellers or Servicers requiring confirmation from Freddie Mac with respect to the Mortgages sold to and serviced for Freddie Mac must use a format similar to that provided in Exhibit 65, Audit Confirmation Request. The confirmation request must be submitted to Freddie Mac via e-mail at audit_confirmation@freddiemac.com.

Chapter 1301: General Responsibilities of the Seller/Servicer

1301.1: Submission of data to Freddie Mac (03/02/16)

The Seller/Servicer warrants that all data and/or other information submitted to Freddie Mac is true, complete and accurate. The Seller/Servicer agrees to complete all Freddie Mac forms according to the instructions or guidance provided by Freddie Mac. With respect to data and/or other information transmitted to Freddie Mac through a permitted electronic medium, the Seller/Servicer warrants that the:

- Transmission complies with the requirements of the applicable Purchase Documents
- Transmission contains all the required information
- Terms, conditions and requirements stated in the Purchase Documents have been fully satisfied and adhered to

1301.2: Compliance with applicable law (03/02/16)

(a) Seller/Servicer obligations

The Seller/Servicer agrees to comply with all applicable federal, State and local laws, ordinances, regulations and orders, including, without limitation and as amended, the following laws and their applicable regulations:

1. Title VI of the Civil Rights Act of 1964
2. Title VIII of the Civil Rights Act of 1968, as amended
3. Section 527 of the National Housing Act
4. The Equal Credit Opportunity Act
5. The Fair Credit Reporting Act
6. All applicable laws, rules, regulations and guidance prescribed by Seller/Servicer's regulator(s), governing data privacy and/or the safeguarding of Borrower personal information including, without limitation, the Gramm-Leach-Bliley Act
7. Executive Order 11063, Equal Opportunity in Housing, issued by the President of the United States on November 20, 1962

- Prevent the pledge or sale to a third party of any Mortgage in which Freddie Mac has a Percentage of Participation
- Permit prompt retrieval and, if applicable, delivery to Freddie Mac of a file or individual components of a file by Freddie Mac loan number
- Permit prompt preparation and delivery to Freddie Mac of scheduled and unscheduled reports that Freddie Mac may require by Freddie Mac loan number and/or Percentage of Participation

If, for any reason, Freddie Mac changes a loan number and has so advised the Servicer, the Servicer must promptly make the necessary changes to the applicable Mortgage file and records to reflect the new Freddie Mac loan number and instruct its Document Custodian, if applicable, to take similar action.

The Servicer must maintain the Mortgage file while Freddie Mac retains an interest in the applicable Mortgage and for at least seven years from the date Freddie Mac's interest in the Mortgage is satisfied.

If the Mortgage was paid in full, the file must contain a copy of the canceled Note. If the Mortgage was repurchased by the Servicer to allow a Transfer of Ownership that is not allowed by Freddie Mac or does not meet Freddie Mac's requirements, the file must contain a copy of the executed Transfer of Ownership or assumption/release of liability instrument.

3302.4: Damage or loss of Mortgage file (03/02/16)

The Servicer must bear the entire cost of restoring Mortgage files and related documents and records damaged or lost for any reason.

3302.5: Transfer of file custody; security of file information (03/02/16)

Freddie Mac may at any time require the Servicer to deliver the following documents to a Document Custodian approved by Freddie Mac or a transferee designated by Freddie Mac:

- Any original Note, Security Instrument, assignment and modifying instrument still in the Servicer's custody
- Any Mortgage file, document within a Mortgage file or other related documents and records in the Servicer's or its Document Custodian's custody, whether maintained as originals or as copies in accordance with Section 3302.2

The Servicer may, without Freddie Mac's prior approval, entrust custody of all or part of the Mortgage file to the Document Custodian holding Notes and assignments under Section 2202.2. When requested, the Servicer must be able to identify to Freddie Mac those file items held by the Document Custodian and document to Freddie Mac the Document Custodian's acknowledgment that such file items:

- Are Freddie Mac's property
- Will be maintained by the Document Custodian according to standards at least equal to those set in this chapter
- Will be maintained in such a way as to ensure the security and confidentiality of the information; protect against anticipated threats or hazards to the security or integrity of the information; and protect against unauthorized access to or use of such information
- Will be surrendered to Freddie Mac at any time Freddie Mac may request them

The Servicer agrees to indemnify Freddie Mac and hold Freddie Mac harmless for any loss, damage or expense (including court costs and reasonable attorney fees) that Freddie Mac may incur as a result of the Document Custodian's holding all or part of the Mortgage file.

The Servicer must maintain a copy (in a form allowable under Section 3302.2) of any original document that has been entrusted to the Document Custodian for safekeeping. If all or part of the Mortgage file is held by the Servicer's Document Custodian, the Servicer agrees to recover from the Document Custodian (at the Servicer's expense) and provide to Freddie Mac (at the place and within the time frame specified by Freddie Mac) any Document Custodian-held original document requested by Freddie Mac for the postfunding quality control detailed in Chapter 3301 or in conjunction with a Freddie Mac desktop or on-site review of the Servicer's Servicing operations.

- If a Mortgage has been modified or converted from an ARM to a fixed-rate Mortgage: the original modification or conversion agreement, unless it is recorded with the Security Instrument. If the original modification or conversion agreement is recorded with the Security Instrument, a copy of the modification or conversion agreement must be delivered.
- For a Construction Conversion Mortgage or a Renovation Mortgage that uses Modification Construction Conversion Documentation, the original Construction Conversion Modification Agreement, unless it is recorded with the Security Instrument. If the original Construction Conversion Modification Agreement is recorded with the Security Instrument, a copy of the Construction Conversion Modification Agreement must be delivered.
- If the ownership of the Mortgaged Premises has been transferred in any way the ownership transfer instrument and assumption of indebtedness agreement

The Seller need not submit a modifying instrument that by its terms ceases to be effective upon purchase of the modified Mortgage by Freddie Mac.

6301.6: Assignment of Security Instrument (03/02/16)

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.

If an assignment of the Security Instrument to Freddie Mac has been prepared, the Seller/Servicer must not record it unless directed to do so by Freddie Mac. Any statement in the assignment to the effect that the assignment is made without recourse will in no way affect the Seller/Servicer's repurchase obligations under the Purchase Documents.

For transfer or assignment of Freddie Mac's interest in the Mortgage, the Seller/Servicer shall prepare at its own expense any assignment necessary to transfer the Security Instrument to Freddie Mac's assignee, designee or transferee.

Intervening Assignments must be prepared in accordance with the requirements of this section.

NOTE: Special provisions for preparing assignments for Mortgages secured by Manufactured Homes located in certificate of title States where there is no provision for surrender and cancellation of the certificate of title are set forth in Section 5703.7(c), paragraph 3. Mortgages secured by Manufactured Homes located in certificate of title States where there is no provision for surrender and cancellation of the certificate of title may not be registered with MERS®.

(a) Mortgages not registered with MERS

For a Mortgage not registered with MERS, the Seller/Servicer must ensure that the chain of assignments is complete and recorded from the original mortgagee on the Security Instrument

to the Seller. If the Seller concurrently or subsequently transfers the Servicing, an assignment to the new Servicer must be completed and recorded where required, thus keeping the chain complete.

If a State does not accept assignments for recordation, the Seller must so state in an affidavit maintained with the unrecorded assignment.

(b) Mortgages registered with MERS

For a Mortgage registered with MERS, if MERS is not the original mortgagee of record, the Seller/Servicer must ensure that:

- An assignment of the Security Instrument to MERS has been prepared, duly executed and recorded in all places necessary to perfect a First Lien security interest in the Mortgaged Premises in favor of MERS, solely as nominee for the lender named in the Security Instrument and the Note, and the lender's successors and assigns. Mortgages subsequently assigned to MERS in the States of Montana, Oregon and Washington are not eligible for sale to Freddie Mac.
- The chain of assignments is complete and recorded from the original mortgagee to MERS

If the Seller/Servicer concurrently or subsequently transfers the Servicing of a Mortgage registered with MERS, no further assignments are required if the Transferee Servicer is a MERS Member. If the Transferee Servicer is not a MERS Member, or if the Mortgage has not been, or is no longer, registered with MERS, the Seller/Servicer must complete the assignments in accordance with the requirements in Section 6301.6(a).

(c) Mortgages registered with MERS naming MERS as original mortgagee of record

No assignments are required for a Mortgage registered with MERS if:

- The Mortgage is originated naming MERS as the original mortgagee of record, solely as nominee for the lender named in the Security Instrument and the Note, and the lender's successors and assigns, and
- The Seller/Servicer has ensured that the Security Instrument is properly executed, acknowledged, delivered and recorded in all places necessary to perfect a First Lien security interest in the Mortgaged Premises in favor of MERS, solely as nominee for the lender named in the Security Instrument and the Note, and the lender's successors and assigns

(d) Concurrent Transfers of Servicing

If the Mortgage is registered with MERS, and the Transferee Seller/Servicer is not a MERS Member, then the requirements for Mortgages not registered with MERS must be followed.

For a Concurrent Transfer of Servicing when a Mortgage is registered with MERS:

- The Transferor Servicer must notify MERS of the Transfer of Servicing and reflect such Transfer of Servicing on the MERS System
- The Transferee Seller/Servicer must follow the document custodial procedures in Section 7101.9, and deliver the assignments to the Transferee Document Custodian to be verified and certified in accordance with the requirements of Section 6304.2, unless the Transferee Seller/Servicer has elected to retain all assignments for MERS-registered Mortgages in the Mortgage files. The Transferee Seller/Servicer must also supply its Document Custodian with any documentation necessary for the Document Custodian to determine whether the Seller/Servicer has elected to hold all assignments in the Mortgage files.

For a Concurrent Transfer of Servicing when a Mortgage is not registered with MERS:

- The Transferor Seller must record any Intervening Assignments to complete the chain of assignments from the original mortgagee to the Transferor Seller, in accordance with Section 6301.6(a)
- The Transferor Servicer must then assign the Security Instruments to the Transferee Servicer and record the assignments
- The Transferee Servicer must follow the document custodial procedures set forth in Section 7101.9, and deliver the assignments to the Transferee Document Custodian, to be verified and certified in accordance with the requirements of Section 6304.2

Special provisions for Concurrent Transfers of Servicing of Mortgages secured by Manufactured Homes located in certificate of title States where there is no provision for surrender and cancellation of the certificate of title are set forth in Section 5703.7(c), paragraph 3.

6301.7: Accuracy and preparation of Mortgage data submitted (03/02/16)

The Seller warrants that the Mortgage data provided are true, complete and accurate. Erroneous data or omissions discovered may result in rejection of the Mortgage(s) involved when discovered before purchase or repurchase of the Mortgage(s) involved when discovered after purchase.

The essential accounting data for each Mortgage must agree with the underlying documents and the Seller's individual mortgagor accounting records.

7101.6: Endorsement of Notes and assignment of Security Instruments related to Transfers of Servicing (03/02/16)

When a Mortgage is sold to Freddie Mac, the Seller must endorse the Note in blank in accordance with Section 6301.3. When a Transfer of Servicing occurs, the Transferor Servicer may not complete the blank endorsement or further endorse the Note, but must prepare and complete assignments according to the following requirements:

(a) Concurrent Transfer of Servicing for a Mortgage not registered with MERS®

To prepare and complete assignment of the Security Instrument for a Concurrent Transfer of Servicing for a Mortgage not registered with MERS, the Transferor Servicer must:

- Record any Intervening Assignments to complete the chain of assignments to it from the original mortgagee, in accordance with Section 6301.6(a)
- Assign the Security Instruments to the Transferee Servicer, and record the assignment
- Follow the document custodial procedures set forth in Section 7101.9 and deliver the assignment to the Transferee Document Custodian to be verified in accordance with the requirements of Section 6304.2

See Section 6301.6(a) for additional information.

(b) Concurrent Transfer of Servicing for a Mortgage registered with MERS

To prepare and complete an assignment of the Security Instrument for a Concurrent Transfer of Servicing of a Mortgage that is registered with MERS:

- If the **Transferee Servicer is a MERS Member**, no further assignment is needed. The Transferor Servicer must notify MERS of the Transfer of Servicing.
- If the **Transferee Servicer is not a MERS Member**, then for a Concurrent Transfer of Servicing:
 - ❑ The Transferor Servicer must prepare and record an assignment of the Security Instrument (on behalf of MERS) from MERS to the Transferee Servicer
 - ❑ The Transferor Servicer must follow the document custodial procedures set forth in Section 7101.9, and deliver the assignment to the Transferee Document Custodian to be verified and certified in accordance with the requirements of Section 6304.2

See Section 6301.6(b) for additional information.

(c) Subsequent Transfer of Servicing for a Mortgage not registered with MERS

To prepare and complete an assignment of a Security Instrument for a Subsequent Transfer of Servicing for a Mortgage not registered with MERS, the Transferor Servicer must:

- Recover and destroy any original unrecorded assignments to Freddie Mac that may have been prepared
- Assign the Security Instrument to the Transferee Servicer and record the assignment
- Follow the document custody procedures set forth in Section 7101.9, and deliver assignment(s) to the Transferee Document Custodian to be verified and certified in accordance with the requirements of Section 6304.2

If an original assignment to Freddie Mac was recorded, no additional assignment need be made.

7101.7: Concurrent or Subsequent Transfers of Servicing for a Mortgage secured by a Manufactured Home located in a certificate of title State (03/02/16)

The requirements in this section apply to preparing and completing assignments of the security interest in the Manufactured Home for Concurrent or Subsequent Transfers of Servicing when the Manufactured Home is located in a certificate of title State that does not provide for surrender and cancellation of the certificate of title (see Section 5703.7). In a certificate of title State, a lien on the Manufactured Home is evidenced and perfected by notation on the certificate of title to the Manufactured Home. The lien on the land on which the Manufactured Home is permanently attached is perfected by recording the Security Instrument.

Therefore, in addition to the procedures described in Section 7101.6 for preparing and completing assignments of the Security Instrument, the following procedures must be followed with respect to the Manufactured Home:

- If the Borrower holds the original certificate of title to the Manufactured Home, and the original certificate of title must be produced to note the assignment, the Seller/Servicer must obtain the original certificate of title from the Borrower and follow the applicable procedure to note the assignment on the certificate of title

7101.14: Notices of Transfers of Servicing to third parties (03/02/16)

The Transferor Servicer must obtain the following approvals and provide the following notices, as applicable:

- Obtain MI approval and commitment to insure as required by Section 7101.4(a)
- Advise all applicable property insurers including, if applicable, Federal Emergency Management Agency, of the transfer and of the name and address of the Transferee Servicer to modify the mortgage clause required by Section 8202.7
- Provide the required notices to FHA, RHS and/or VA, if applicable
- Notify all other appropriate parties including, but not limited to, mortgage life and/or accident and health insurers, tax verification/reporting services, and flood zone hazard determination services, tax authorities, homeowners associations, fee owners for leasehold Mortgages, other lienholders and public utilities levying mandatory assessments for which Escrow is collected

7101.15: Liabilities of the Transferor Servicer and Transferee Servicer (03/02/16)

(a) Warranties

Except as stated in the following paragraph, for Transfer of Servicing requests received by Freddie Mac, the Transferee Servicer is liable to Freddie Mac for all sale and Servicing responsibilities, representations, covenants and warranties in the Purchase Documents with respect to the Mortgages and REO for which Servicing is transferred, whether or not the Transferor Servicer had such liability. The Transferee Servicer's assumption of responsibilities, representations, covenants and warranties upon transfer does not release the Transferor Servicer, any prior Servicer, or the original Seller of their responsibilities, representations, covenants and warranties with respect to the transferred Mortgages, their liability being joint and several with the Transferee Servicer. However, a Transferor Servicer does not assume such liability for Servicing violations occurring in all respects after the effective date of its transfer and based in all respects upon the actions or omissions of later Transferee Servicers.

For Mortgages sold through Gold Cash Xtra® and the Servicing Released Sales Process, the Seller remains solely liable to Freddie Mac for all sale representations, covenants and warranties in the Purchase Documents (sale representations and warranties) with respect to the Mortgages for which Servicing is transferred. The Transferee Servicer is liable to Freddie Mac for all servicing responsibilities,

representations, covenants and warranties in the Purchase Documents with respect to the Mortgages for which Servicing is transferred. For subsequent Transfers of Servicing of such Mortgages:

- The Seller Transferor remains solely liable to Freddie Mac for all sale representations and warranties with respect to the Mortgages for which Servicing is transferred; and
- The subsequent Transferee Servicer is liable to Freddie Mac for all Servicing responsibilities, representations, covenants and warranties in the Purchase Documents with respect to the Mortgages and REO for which Servicing is transferred, but the Transferee Servicer's assumption of responsibilities, representations, covenants and warranties upon transfer does not release the subsequent Transferor Servicer or any prior Servicer of their responsibilities, representations, covenants and warranties with respect to Servicing of the transferred Mortgages, their liability being joint and several with the Transferee Servicer. However, a Transferor Servicer does not assume such liability for Servicing violations occurring in all respects after the effective date of its transfer and based in all respects upon the actions or omissions of later Transferee Servicers.

Note: For provisions applicable to the concurrent transfer of servicing rights of Mortgages sold to Freddie Mac through Gold Cash Xtra, see Exhibit 28, Loan Servicing Purchase and Sale Agreement.

(b) Hold harmless

The Transferor Servicer and the Transferee Servicer, jointly and severally, fully indemnify and agree to hold Freddie Mac, its successors and assigns, harmless from and against any and all losses, claims, demands, actions, suits, damages, costs and expenses (including reasonable attorney fees) of every nature and character that may arise or be made against or be incurred by Freddie Mac as a result of the Transferor Servicer's or the Transferee Servicer's failure to comply with applicable law or failure to comply with Freddie Mac's Servicing requirements as set forth in the Purchase Documents, including, but not limited to failure to provide the notices required by Section 7101.14, failure to make any payment to the appropriate parties for which Escrow is collected and failure to credit properly any payments received from Borrowers.

(c) Servicing

The Transferee Servicer hereby agrees to service the Mortgages in accordance with the terms of the unitary, indivisible master Servicing contract comprising the Guide, applicable Bulletins, applicable users' guides and any other applicable Purchase Documents, all of which are fully incorporated herein by reference.

agrees that the new Servicer and Freddie Mac have a right of offset against principal repayments payable to the Servicer in order to pay the required Servicing compensation if not otherwise done.

8105.3: Servicing obligations to be performed for the Servicing compensation (03/02/16)

In consideration for the Servicing Spread, a Servicer is responsible for the performance of all of its Servicing obligations described in the Guide and other Purchase Documents for each of the Mortgages purchased by Freddie Mac. The Servicer's Servicing obligations compensated by the Servicing Spread include, among other things, undertaking all activities required to protect Freddie Mac's interest in the Mortgage in the event of a foreclosure of the property or a bankruptcy of the Borrower, such as:

- Preparing and delivering foreclosure and bankruptcy referrals to attorneys
- Providing all documents and information necessary for the attorneys to prosecute foreclosure or bankruptcy cases (including, but not limited to, missing documents such as Notes, title insurance policies, and Intervening Assignments)
- When necessary, paying for the preparation and recordation of missing documents, such as Intervening Assignments, necessary for the prosecution of foreclosure or bankruptcy cases
- Resolving any title issues that are the result of the Seller's or Servicer's action or inaction
- Managing attorneys, including but not limited to:
 - ☐ Collecting, receiving, processing, reviewing and paying attorneys' invoices
 - ☐ Supervising and providing necessary assistance to attorneys in the foreclosure and bankruptcy proceedings
 - ☐ Making available any monitoring, management, reporting, information and document delivery processes or systems, and paying the fees and costs for such processes or systems (refer to Section 9501.9 for information on connectivity and invoice processing systems)
- Continuing to work with the Borrower to resolve the delinquency through loss mitigation activities
- Handling the bankruptcy management activities specified in Chapter 9401

Nothing in the Guide is intended to prohibit a foreclosure or bankruptcy attorney from assisting a Servicer by working with a Borrower to facilitate a reinstatement of the Mortgage or loss mitigation activity.

Chapter 8107: Document Custody

8107.1: Servicer responsibilities related to document custody (03/02/16)

(a) Delivery of modifications to a Document Custodian

If a Note is subsequently modified, pursuant to the requirements of the Guide, the original modifying instrument must be delivered to the Document Custodian holding the original Note.

(b) Obtaining physical or constructive possession of documents

Seller/Servicers may need to obtain physical or constructive possession of a Note or other documents from a Document Custodian to take appropriate action in conjunction with the payoff, foreclosure, repurchase, substitution, conversion, modification or assumption of a Mortgage:

- To obtain physical or constructive possession of a Note and/or other documents from the Designated Custodian, the Seller/Servicer may complete and send the Form 1036, Request for Physical or Constructive Possession of Documents, or make an electronic request (“Web Release Request”) using the Designated Custodian’s specified Internet web site. Contact the Designated Custodian for further information (**see Directory 4**). The Seller/Servicer must promptly: (i) if physical possession was obtained by Seller/Servicer, return the Note and any other documents to the Designated Custodian when the reason for having physical possession is no longer required for Servicing the Mortgage (do not return the Note and any other documents to the Designated Custodian if the related Mortgage was repurchased or paid in full), or (ii) if constructive possession was obtained, send notice (a copy of the original Form 1036 with a notice of termination of constructive possession or otherwise as instructed by the Designated Custodian’s specified Internet web site) to the Designated Custodian, when the reason for constructive possession is no longer required for Servicing the Mortgage. Seller/Servicers using the Designated Custodian’s Internet web site Asset Repository and Collateral System (ARK) to request physical or constructive possession of Notes and other documents must include a copy of the 1036 Release Receipt Report when returning such items to the Designated Custodian. The Release Receipt Report can be electronically generated from the Designated Custodian’s ARK web site.
- To obtain physical or constructive possession of a Note and/or other documents from a Document Custodian (excluding the Designated Custodian), the Seller/Servicer must complete Form 1036, and send the Form 1036 to the Document Custodian. The Seller/Servicer must promptly: (i) if physical possession was obtained by the Seller/Servicer, return the Note and any other documents to the Document Custodian when the reason for having physical possession is no longer required for Servicing the Mortgage (do not return the Note and any other documents to the Document Custodian if the related Mortgage was repurchased or paid in full), or (ii) if constructive possession

was obtained by the Seller/Servicer, send notice (copy of the original Form 1036 with a request for termination of constructive possession) to the Document Custodian, when constructive possession is no longer required for Servicing the Mortgage.

Seller/Servicers must follow prudent business practices in protecting and safeguarding all Notes and documents physically transferred and delivered to them by the Document Custodian until these documents are returned to the Document Custodian. These practices include protection from external elements, such as fire, and identification as a Freddie Mac asset and segregation from other non-related documents.

See Section 8107.2(b) when Servicing a Mortgage with respect to which the Seller/Servicer is required to be in physical or constructive possession of the Note to take legal action, such as a Freddie Mac Default Legal Matter or other litigation (collectively, "Legal Action"), and the Document Custodian has physical custody of the Note.

8107.2: Document Custodian's custodial functions (03/02/16)

(a) General duties

Each Document Custodian is responsible for maintaining custody of the original Notes and assignments, in trust, for the benefit of Freddie Mac by:

- Storing the original Notes and assignments in secure, fire-resistant facilities as required by Section 2202.2(b). If the Seller/Servicer delivers supplemental documents, such as original modifying instruments, the Document Custodian must place the supplemental documents with the related Note.
- Affixing the Freddie Mac loan number to the Note, if advised by the Seller/Servicer that Freddie Mac requires it. If the Note for a Mortgage contains the Freddie Mac loan number, changing the Freddie Mac loan number on a Note if advised in writing by the Seller/Servicer that Freddie Mac has changed the Freddie Mac loan number for the related Mortgage.

(b) Physical or constructive possession to take legal action

The Seller/Servicer may be required to be in physical or constructive possession of the Note to take legal action, such as a Freddie Mac Default Legal Matter or other litigation (collectively, "Legal Action"), in connection with Servicing a Mortgage. If the Seller/Servicer concludes that constructive possession is the appropriate type of possession for the Legal Action, the Seller/Servicer shall automatically, immediately and conclusively be deemed to be in constructive possession of the Note upon the earlier of: (i) that date such Legal Action commences, or (ii) the date the Document Custodian receives the Seller/Servicer's Form 1036 requesting constructive possession of the Note, until the Legal Action is concluded.

When the Document Custodian, during any such Legal Action, maintains physical custody of the Note, it does so in trust for the benefit of the Seller/Servicer. For the duration of the Legal Action, the Seller/Servicer shall be: (i) in constructive possession of the Note, (ii) the holder of the Note, (iii) entitled to enforce the Note, and (iv) duly authorized by Freddie Mac to take Legal Action in connection with Servicing the related Mortgage. When the Legal Action is concluded, the Document Custodian shall automatically and immediately cease maintaining physical custody of the Note, in trust, for the benefit of the Seller/Servicer and resume maintaining physical custody of the Note, in trust, for the benefit of Freddie Mac.

The Seller/Servicer must complete, sign and submit a Form 1036, or its equivalent, including the Designated Custodian's Web Release Request described in Section 8107.1(b) (Form 1036 and such the Designated Custodian's Web Release Request, collectively referred to herein as "Form 1036") requesting constructive possession from the Document Custodian or Designated Custodian, as applicable. The date that the constructive possession commences shall be the earlier of the date: (i) the Document Custodian receives the Form 1036 from the Seller/Servicer requesting constructive possession, or (ii) the Seller/Servicer commences the Legal Action. A single Form 1036 may be used to request multiple Notes, provided that each Note is separately listed and identified.

(c) Delivery of possession of documents to the Seller/Servicer

The Seller/Servicer may require physical possession of a Note and other documents in connection with Servicing a Mortgage, including, but not limited to, bringing or defending a Legal Action or conducting a foreclosure or in connection with the maturity, prepayment, repurchase, substitution, conversion, modification or assumption of a Mortgage. In such circumstances, Freddie Mac will deliver physical possession of the Note to the Seller/Servicer as set forth in this Section 8107.2(c).

When Servicing a Mortgage with respect to which the Seller/Servicer is required to be in physical possession of the Note, the Seller/Servicer shall deliver a Form 1036 to the Document Custodian.

To use an Electronic, as defined in Chapter 1401, or system-generated version of the Form 1036, the Seller/Servicer must enter into an electronic transaction agreement with the Document Custodian that:

- Defines Electronic Signature and the type(s) of electronic transmission(s) permitted
- States the Document Custodian's requirements for accepting an Electronic Signature
- States the Seller/Servicer's requirements for maintaining and controlling access to Electronic Signature information
- Clearly assigns liability when the terms of the agreement are violated

In addition, the Seller/Servicer must provide, and the Document Custodian must retain, a list of the individuals designated by the Seller/Servicer to request the release of documents electronically. The list must be signed by an authorized officer of the Seller/Servicer and contain the notarized signatures of the Seller/Servicer's designated individuals.

An Electronic or system-generated Form 1036 must contain all of the information required on the paper Form 1036. A single electronic form may be used to request multiple Notes, provided that the Note is separately listed and identified.

Upon receipt of a signed Form 1036 from the Seller/Servicer, the Document Custodian maintaining physical custody of the Note, in trust, for the benefit of Freddie Mac, shall transfer and deliver physical possession of the Note to the Seller/Servicer. Upon receipt of the Note, the Seller/Servicer shall automatically, immediately and conclusively be deemed to be: (i) in physical possession of the Note, (ii) the holder of the Note, (iii) entitled to enforce the Note, and (iv) duly authorized by Freddie Mac to take Legal Action in connection with Servicing the related Mortgage.

If a document is no longer needed for the reason originally cited on the request, or when the Legal Action is concluded, the Seller/Servicer must promptly return the Note and related documents and a copy of the Form 1036 to the Document Custodian, or return the Note and related other documents required by the Designated Custodian. Upon receipt of the returned Note, the Document Custodian and/or Designated Custodian, as applicable, shall immediately resume maintaining physical custody of the Note, in trust, for the benefit of Freddie Mac, as set forth in the Custodial Agreement, and update its note tracking system to reflect receipt of the Note and any other documents.

Notes and related documents may be transported only by a nationally recognized commercial or bonded carrier or courier service.

See Section 8107.1(b) for additional information on returning Notes to the Document Custodian.

(d) Form imaging and retention requirements

The Document Custodian must retain either the original or an imaged copy of the Form 1036 or its equivalent for at least three months after the date the Mortgage is paid off. The Document Custodian need not retain a Form 1034E, or Note Delivery Cover Sheet, after the related Mortgages have been certified.

Imaged copies of the forms are permitted, provided that:

- Such copies were made in the regular course of business pursuant to Document Custodian's written policy
- Each imaged copy accurately reproduces or forms a durable medium for reproducing the original document
- There is equipment to view or read and to reproduce the imaged copies into legible documents at the location where the imaged copies are maintained

The Document Custodian may destroy:

- Original Certification Schedules after making imaged copies that meet the above criteria

- Requests for Release after making imaged copies that meet the above criteria and updating Document Custodian's Note tracking system to indicate the date of and reason for release of the related documents
- All original or imaged copies of Certification Schedules and Requests for Release after expiration of the retention period

In disposing of such documents, the Document Custodian must have in place and follow procedures to ensure the confidentiality of Borrowers' private personal information and must use disposal methods that safeguard such confidentiality.

Chapter 9301: Foreclosure

9301.1: Foreclosures on Freddie Mac Mortgages (03/02/16)

The Servicer must refer to, manage and complete foreclosure in accordance with this chapter when there is no available alternative to foreclosure. Additionally, Freddie Mac requires the Servicer to manage the foreclosure process to acquire clear and marketable title to the property in a cost-effective, expeditious and efficient manner.

9301.2: General Servicer requirements for Freddie Mac Default Legal Matters (03/02/16)

When following the requirements provided in this chapter while processing Freddie Mac Default Legal Matters, the Servicer must comply with:

- The terms and conditions of the Mortgage documents, including the Note
- Applicable federal, State and local laws and customs
- Requirements of the FHA, VA, RHS or MI, if applicable
- The Guide and other Purchase Documents

9301.3: Freddie Mac's rights (03/02/16)

Among other rights available under applicable law and the Guide, Freddie Mac reserves the right to:

1. Select the foreclosure counsel
2. Direct and manage the actions taken by the foreclosure counsel, on a case-by-case or jurisdiction-wide basis
3. Assess compensatory fees and/or seek repayment of losses sustained due to errors, omissions or delays by the Servicer or its agent
4. Limit the amount of a reimbursement for attorney fees if those fees exceed the expense limits in Exhibit 57A, Approved Attorney Fees and Title Expenses, or the fees commonly charged for similar services in the area where the services are being performed

9301.10: Choosing a judicial or nonjudicial foreclosure process (03/02/16)

In States where the Servicer has the option of pursuing a judicial or nonjudicial foreclosure process, the Servicer must choose the nonjudicial process. However, if the Servicer determines its filing of a judicial foreclosure will preserve the right to pursue a deficiency judgment, and/or is in Freddie Mac's best interests, the Servicer should refer to Exhibit 57A, Approved Attorney Fees and Title Expenses, to determine if Freddie Mac has approved judicial foreclosure attorney fees in the State.

If Freddie Mac has approved judicial foreclosure attorney fees in the State, the Servicer may pursue a judicial foreclosure process without Freddie Mac's approval.

If Freddie Mac does not have approved judicial foreclosure attorney fees in the State, or the filing of a judicial foreclosure will incur additional attorney fees exceeding the expense limits in Exhibit 57A, the Servicer must obtain Freddie Mac's approval prior to referral to judicial foreclosure by submitting a request for pre-approval via the Freddie Mac Reimbursement System.

Refer to Section 9301.24 regarding when to request Freddie Mac's approval to preserve deficiency rights.

9301.11: Obtaining the original Note (03/02/16)

If physical or constructive possession of the original Note is needed to perform the foreclosure, the Servicer must request the Note from the Document Custodian maintaining the Note by submitting to the Document Custodian a completed Form 1036, Request for Physical or Constructive Possession of Documents, or an electronic or system-generated version of the form (or, in the case of the Designated Custodian, a copy of the electronically generated 1036 Release Receipt Report) in accordance with the requirements of Section 8107.1(b).

If there is a full or partial reinstatement of the Mortgage, the Servicer must return the Note to the Document Custodian with either the original Form 1036 or a copy.

9301.12: Foreclosing in the Servicer's name (03/02/16)

(a) Conducting the foreclosure

The Servicer must instruct the foreclosure counsel to process the foreclosure in the Servicer's name and in a manner that would avoid any obligation to pay a transfer tax. However, the Servicer may instruct foreclosure counsel to conduct the foreclosure in Freddie Mac's name if applicable law:

- Precludes the Servicer from conducting the foreclosure in its name because it owns or services a subordinate Mortgage on the Mortgaged Premises, or
- Requires the foreclosure to be processed in Freddie Mac's name to avoid any obligation to pay a transfer tax and foreclosure counsel could not otherwise process the foreclosure in a manner that would successfully avoid imposition of the transfer tax obligation

For these special circumstances, the Servicer does not need to obtain written approval but must notify Freddie Mac within two Business Days of the Servicer's determination to foreclose in Freddie Mac's name and record the basis of the decision in the Mortgage file. All notifications must be sent via e-mail (**see Directory 5**). For all other circumstances in which the Servicer may need to instruct foreclosure counsel to conduct the foreclosure in Freddie Mac's name, the Servicer must obtain written approval from Freddie Mac (refer to Section 9402.2 regarding initiating legal actions on Freddie Mac's behalf).

When processing the foreclosure in Freddie Mac's name, all pleadings and related documents must comply with Section 9402.2(c). The Servicer remains obligated to notify Freddie Mac pursuant to Section 9501.12 in the event that any foreclosure conducted in Freddie Mac's name evolves into a non-routine litigation matter (see Section 9402.2).

When a Servicer conducts the foreclosure in Freddie Mac's name, the Servicer is not permitted to have the same foreclosure counsel represent the Servicer or another lien holder in the same proceeding. Freddie Mac does not consent to dual representation of Freddie Mac and another lien holder on the same property.

(b) Executing documents

If Freddie Mac needs to execute a document for the Servicer to process the foreclosure, or execute a document related to a foreclosure sale, the Servicer must submit Form 105, Multipurpose Loan Servicing Transmittal, to Freddie Mac (**see Directory 5**) with all supporting documentation, which may include, but is not limited to, the last recorded document in the chain of title, and include the document Freddie Mac needs to execute.

If an assignment of the Security Instrument to Freddie Mac has been recorded and the Servicer is conducting the foreclosure in its name, then the Security Instrument must be assigned back to the Servicer before the foreclosure counsel files the first legal action. Refer to Section 9301.16 for an explanation of first legal action.

To have the Security Instrument assigned back to the Servicer, the Servicer must submit a completed assignment with a Request for Assistance Form (available at: <http://www.freddiemac.com/cim/docex.html>), to Freddie Mac (**see Directory 9**). Freddie Mac will endeavor to execute the assignment and return it to the Servicer within 10-12 Business Days of receiving the documents.

If the Servicer is foreclosing on a Mortgage registered with MERS®, the Servicer must prepare and execute (using the Servicer's employee who is a MERS authorized "signing officer") an assignment of the Security Instrument from MERS to the Servicer. The Servicer must record the prepared assignment where required by State law. State mandated recordings are non-reimbursable by Freddie Mac, are not considered part of the Freddie Mac allowable foreclosure counsel fees and must not be billed to the Borrower.

If the Mortgage is an FHA, Section 502 GRH or VA Mortgage, then the Servicer must follow FHA, RHS or VA guidelines to determine in whose name the foreclosure action should be brought.

Refer to Section 6301.6 for additional information on Freddie Mac's requirements for assignments of the Security Instrument.

9301.13: Solicitation during the foreclosure process (06/01/16)

If a Servicer previously determined that a Borrower, who was less than 60 days delinquent at the time of evaluation, did not qualify for any alternative to foreclosure and the Borrower subsequently becomes 60 days delinquent, then the Servicer must continue its solicitation and collection efforts with the Borrower in accordance with the requirements of Chapter 9102. Continued solicitation includes sending another Borrower Solicitation Package, as applicable, if documentation needs to be refreshed in order to perform the subsequent evaluation of the Borrower for alternatives to foreclosure.

Attempts to contact any delinquent Borrower and related loss mitigation solicitations must discontinue up to 60 days prior to a foreclosure sale date for judicial foreclosures or 30 days prior to a foreclosure sale date for non-judicial foreclosures.

Loss mitigation solicitations while the Mortgage is in foreclosure must be communicated to and coordinated with the foreclosure counsel, as appropriate. A Servicer must keep the foreclosure counsel informed of the status of relevant alternative to foreclosure negotiations and must notify the foreclosure counsel within two Business Days after arrangements for an alternative to foreclosure have been agreed to or within two Business Days after the Mortgage is fully reinstated.

9301.14: Servicer's responsibility to work with foreclosure counsel (03/02/16)

(a) After Servicer referral

Chapter 9401: Bankruptcy

9401.1: Bankruptcy (03/02/16)

This chapter provides Servicers with Freddie Mac's requirements for Servicing Mortgages subject to bankruptcy proceedings or litigation. The Servicer must take appropriate action to protect Freddie Mac's interest during bankruptcy proceedings in which the Borrower is the debtor.

(Refer to Section 9402.2 for requirements and information regarding routine and non-routine litigation).

9401.1: Bankruptcy (Future effective date 10/12/16)

This chapter provides Servicers with Freddie Mac's requirements for Servicing Mortgages subject to bankruptcy proceedings or litigation. The Servicer must take appropriate action to protect Freddie Mac's interest during bankruptcy proceedings in which the Borrower is the debtor.

(Refer to Chapter 9402 for requirements for Servicing Mortgages subject to other litigation).

9401.2: Freddie Mac's rights (03/02/16)

In addition to any other remedies it may have at law or in equity, Freddie Mac reserves the right, at its sole discretion, to:

1. Require the Servicer to submit copies of any and all records related to Freddie Mac's Mortgages
2. Require the Servicer to compensate Freddie Mac and hold Freddie Mac harmless for any loss, damage or expense, including without limitation, previously paid incentives, expense reimbursements, court costs and attorney fees, that Freddie Mac sustains as a result of the Servicer's failure to comply with the provisions in this chapter, or that result from errors, omissions or delays by the Servicer or the Servicer's agent
3. Use or require the Servicer to use Freddie Mac's counsel or trustee for any matter related to the requirements contained in this chapter
4. Limit the amount of a reimbursement for attorney fees if those fees exceed the limits in Exhibit 57A, Approved Attorney Fees and Title Expenses, or the fees commonly charged for similar services in the area where the affected property is located

EXHIBIT 10

EXHIBIT 10

B1 (Official Form 1)(12/11)

United States Bankruptcy Court District of Nevada				Voluntary Petition	
Name of Debtor (if individual, enter Last, First, Middle): Hawkins, Robert M			Name of Joint Debtor (Spouse) (Last, First, Middle): Hawkins, Christine V		
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names):			All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names): AKA Christine Vita		
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all) xxx-xx-3970			Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all) xxx-xx-1041		
Street Address of Debtor (No. and Street, City, and State): 4138 Ridgewood Ave Las Vegas, NV			Street Address of Joint Debtor (No. and Street, City, and State): 4138 Ridgewood Ave Las Vegas, NV		
ZIP Code 89120			ZIP Code 89120		
County of Residence or of the Principal Place of Business: Clark			County of Residence or of the Principal Place of Business: Clark		
Mailing Address of Debtor (if different from street address):			Mailing Address of Joint Debtor (if different from street address):		
ZIP Code			ZIP Code		
Location of Principal Assets of Business Debtor (if different from street address above):					
Type of Debtor (Form of Organization) (Check one box) <input checked="" type="checkbox"/> Individual (includes Joint Debtors) <i>See Exhibit D on page 2 of this form.</i> <input type="checkbox"/> Corporation (includes LLC and LLP) <input type="checkbox"/> Partnership <input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below.)		Nature of Business (Check one box) <input type="checkbox"/> Health Care Business <input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101 (51B) <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Clearing Bank <input type="checkbox"/> Other		Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box) <input checked="" type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 9 <input type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Chapter 13 <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding	
Chapter 15 Debtors Country of debtor's center of main interests: Each country in which a foreign proceeding by, regarding, or against debtor is pending:		Tax-Exempt Entity (Check box, if applicable) <input type="checkbox"/> Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).		Nature of Debts (Check one box) <input checked="" type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose." <input type="checkbox"/> Debts are primarily business debts.	
Filing Fee (Check one box) <input checked="" type="checkbox"/> Full Filing Fee attached <input type="checkbox"/> Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A. <input type="checkbox"/> Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.			Chapter 11 Debtors Check one box: <input type="checkbox"/> Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). <input type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D). Check if: <input type="checkbox"/> Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,343,300 (<i>amount subject to adjustment on 4/01/13 and every three years thereafter</i>). Check all applicable boxes: <input type="checkbox"/> A plan is being filed with this petition. <input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).		
Statistical/Administrative Information *** Narrah F. Newark 008201 *** <input type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors. <input checked="" type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.				THIS SPACE IS FOR COURT USE ONLY	
Estimated Number of Creditors <input type="checkbox"/> 1-49 <input checked="" type="checkbox"/> 50-99 <input type="checkbox"/> 100-199 <input type="checkbox"/> 200-999 <input type="checkbox"/> 1,000-5,000 <input type="checkbox"/> 5,001-10,000 <input type="checkbox"/> 10,001-25,000 <input type="checkbox"/> 25,001-50,000 <input type="checkbox"/> 50,001-100,000 <input type="checkbox"/> OVER 100,000					
Estimated Assets <input type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input checked="" type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion					
Estimated Liabilities <input type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input checked="" type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion					

AA_1742

B1 (Official Form 1)(12/11)

Page 2

Voluntary Petition <i>(This page must be completed and filed in every case)</i>		Name of Debtor(s): Hawkins, Robert M Hawkins, Christine V	
All Prior Bankruptcy Cases Filed Within Last 8 Years (If more than two, attach additional sheet)			
Location Where Filed: - None -	Case Number:	Date Filed:	
Location Where Filed:	Case Number:	Date Filed:	
Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor (If more than one, attach additional sheet)			
Name of Debtor: - None -	Case Number:	Date Filed:	
District:	Relationship:	Judge:	
Exhibit A (To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.) <input type="checkbox"/> Exhibit A is attached and made a part of this petition.		Exhibit B (To be completed if debtor is an individual whose debts are primarily consumer debts.) I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I delivered to the debtor the notice required by 11 U.S.C. §342(b). <div style="display: flex; justify-content: space-between;"> <div> <input checked="" type="checkbox"/> /s/ Narrah F. Newark Signature of Attorney for Debtor(s) Narrah F. Newark 008201 </div> <div style="text-align: right;"> March 23, 2012 (Date) </div> </div>	
Exhibit C Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety? <input type="checkbox"/> Yes, and Exhibit C is attached and made a part of this petition. <input checked="" type="checkbox"/> No.			
Exhibit D (To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.) <input checked="" type="checkbox"/> Exhibit D completed and signed by the debtor is attached and made a part of this petition. If this is a joint petition: <input checked="" type="checkbox"/> Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.			
Information Regarding the Debtor - Venue (Check any applicable box)			
<input checked="" type="checkbox"/> Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.			
<input type="checkbox"/> There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.			
<input type="checkbox"/> Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.			
Certification by a Debtor Who Resides as a Tenant of Residential Property (Check all applicable boxes)			
<input type="checkbox"/> Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.) <div style="margin-left: 40px;"> _____ (Name of landlord that obtained judgment) </div> <div style="margin-left: 40px; margin-top: 20px;"> _____ (Address of landlord) </div>			
<input type="checkbox"/> Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and			
<input type="checkbox"/> Debtor has included in this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.			
<input type="checkbox"/> Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(l)).			

AA_1743

B1 (Official Form 1)(12/11)

Page 3

Voluntary Petition*(This page must be completed and filed in every case)*

Name of Debtor(s):

Hawkins, Robert M**Hawkins, Christine V****Signatures****Signature(s) of Debtor(s) (Individual/Joint)**

I declare under penalty of perjury that the information provided in this petition is true and correct.

[If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7. [If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. §342(b).

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X /s/ Robert M HawkinsSignature of Debtor **Robert M Hawkins****X /s/ Christine V Hawkins**Signature of Joint Debtor **Christine V Hawkins**

Telephone Number (If not represented by attorney)

March 23, 2012

Date

Signature of Attorney***X /s/ Narrah F. Newark**

Signature of Attorney for Debtor(s)

Narrah F. Newark 008201

Printed Name of Attorney for Debtor(s)

NEWARK & NEWARK

Firm Name

**201 Las Vegas Blvd., S., #350
Las Vegas, NV 89101**

Address

Email: **bk@nnbklaw.com****(702) 888-2525 Fax: (702) 888-2526**

Telephone Number

March 23, 2012

Date

*In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.

Signature of Debtor (Corporation/Partnership)

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X

Signature of Authorized Individual

Printed Name of Authorized Individual

Title of Authorized Individual

Date

Signature of a Foreign Representative

I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.

(Check only one box.)

☐ I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. §1515 are attached.

☐ Pursuant to 11 U.S.C. §1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.

X

Signature of Foreign Representative

Printed Name of Foreign Representative

Date

Signature of Non-Attorney Bankruptcy Petition Preparer

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19 is attached.

Printed Name and title, if any, of Bankruptcy Petition Preparer

Social-Security number (If the bankruptcy petition preparer is not an individual, state the Social Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)

Address

X

Date

Signature of bankruptcy petition preparer or officer, principal, responsible person, or partner whose Social Security number is provided above.

Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual:

If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. §110; 18 U.S.C. §156.

AA_1744

B 1D (Official Form 1, Exhibit D) (12/09)

United States Bankruptcy Court
District of Nevada

In re **Robert M Hawkins**
Christine V Hawkins

Debtor(s)

Case No.

Chapter

7

**EXHIBIT D - INDIVIDUAL DEBTOR'S STATEMENT OF COMPLIANCE WITH
CREDIT COUNSELING REQUIREMENT**

Warning: You must be able to check truthfully one of the five statements regarding credit counseling listed below. If you cannot do so, you are not eligible to file a bankruptcy case, and the court can dismiss any case you do file. If that happens, you will lose whatever filing fee you paid, and your creditors will be able to resume collection activities against you. If your case is dismissed and you file another bankruptcy case later, you may be required to pay a second filing fee and you may have to take extra steps to stop creditors' collection activities.

Every individual debtor must file this Exhibit D. If a joint petition is filed, each spouse must complete and file a separate Exhibit D. Check one of the five statements below and attach any documents as directed.

☒ 1. Within the 180 days **before the filing of my bankruptcy case**, I received a briefing from a credit counseling agency approved by the United States trustee or bankruptcy administrator that outlined the opportunities for available credit counseling and assisted me in performing a related budget analysis, and I have a certificate from the agency describing the services provided to me. *Attach a copy of the certificate and a copy of any debt repayment plan developed through the agency.*

☐ 2. Within the 180 days **before the filing of my bankruptcy case**, I received a briefing from a credit counseling agency approved by the United States trustee or bankruptcy administrator that outlined the opportunities for available credit counseling and assisted me in performing a related budget analysis, but I do not have a certificate from the agency describing the services provided to me. *You must file a copy of a certificate from the agency describing the services provided to you and a copy of any debt repayment plan developed through the agency no later than 14 days after your bankruptcy case is filed.*

☐ 3. I certify that I requested credit counseling services from an approved agency but was unable to obtain the services during the seven days from the time I made my request, and the following exigent circumstances merit a temporary waiver of the credit counseling requirement so I can file my bankruptcy case now. *[Summarize exigent circumstances here.]* _____

If your certification is satisfactory to the court, you must still obtain the credit counseling briefing within the first 30 days after you file your bankruptcy petition and promptly file a certificate from the agency that provided the counseling, together with a copy of any debt management plan developed through the agency. Failure to fulfill these requirements may result in dismissal of your case. Any extension of the 30-day deadline can be granted only for cause and is limited to a maximum of 15 days. Your case may also be dismissed if the court is not satisfied with your reasons for filing your bankruptcy case without first receiving a credit counseling briefing.

☐ 4. I am not required to receive a credit counseling briefing because of: *[Check the applicable statement.] [Must be accompanied by a motion for determination by the court.]*

☐ Incapacity. (Defined in 11 U.S.C. § 109(h)(4) as impaired by reason of mental illness or mental deficiency so as to be incapable of realizing and making rational decisions with respect to financial responsibilities.);

☐ Disability. (Defined in 11 U.S.C. § 109(h)(4) as physically impaired to the extent of being unable, after reasonable effort, to participate in a credit counseling briefing in person, by telephone, or through the Internet.);

☐ Active military duty in a military combat zone.

☐ 5. The United States trustee or bankruptcy administrator has determined that the credit counseling requirement of 11 U.S.C. § 109(h) does not apply in this district.

I certify under penalty of perjury that the information provided above is true and correct.

Signature of Debtor: /s/ Robert M Hawkins
Robert M Hawkins

Date: March 23, 2012

B 1D (Official Form 1, Exhibit D) (12/09)

**United States Bankruptcy Court
District of Nevada**

In re **Robert M Hawkins
Christine V Hawkins**

Debtor(s)

Case No.

Chapter

7

**EXHIBIT D - INDIVIDUAL DEBTOR'S STATEMENT OF COMPLIANCE WITH
CREDIT COUNSELING REQUIREMENT**

Warning: You must be able to check truthfully one of the five statements regarding credit counseling listed below. If you cannot do so, you are not eligible to file a bankruptcy case, and the court can dismiss any case you do file. If that happens, you will lose whatever filing fee you paid, and your creditors will be able to resume collection activities against you. If your case is dismissed and you file another bankruptcy case later, you may be required to pay a second filing fee and you may have to take extra steps to stop creditors' collection activities.

Every individual debtor must file this Exhibit D. If a joint petition is filed, each spouse must complete and file a separate Exhibit D. Check one of the five statements below and attach any documents as directed.

☒ 1. Within the 180 days **before the filing of my bankruptcy case**, I received a briefing from a credit counseling agency approved by the United States trustee or bankruptcy administrator that outlined the opportunities for available credit counseling and assisted me in performing a related budget analysis, and I have a certificate from the agency describing the services provided to me. *Attach a copy of the certificate and a copy of any debt repayment plan developed through the agency.*

☐ 2. Within the 180 days **before the filing of my bankruptcy case**, I received a briefing from a credit counseling agency approved by the United States trustee or bankruptcy administrator that outlined the opportunities for available credit counseling and assisted me in performing a related budget analysis, but I do not have a certificate from the agency describing the services provided to me. *You must file a copy of a certificate from the agency describing the services provided to you and a copy of any debt repayment plan developed through the agency no later than 14 days after your bankruptcy case is filed.*

☐ 3. I certify that I requested credit counseling services from an approved agency but was unable to obtain the services during the seven days from the time I made my request, and the following exigent circumstances merit a temporary waiver of the credit counseling requirement so I can file my bankruptcy case now. *[Summarize exigent circumstances here.]* _____

If your certification is satisfactory to the court, you must still obtain the credit counseling briefing within the first 30 days after you file your bankruptcy petition and promptly file a certificate from the agency that provided the counseling, together with a copy of any debt management plan developed through the agency. Failure to fulfill these requirements may result in dismissal of your case. Any extension of the 30-day deadline can be granted only for cause and is limited to a maximum of 15 days. Your case may also be dismissed if the court is not satisfied with your reasons for filing your bankruptcy case without first receiving a credit counseling briefing.

☐ 4. I am not required to receive a credit counseling briefing because of: *[Check the applicable statement.] [Must be accompanied by a motion for determination by the court.]*

☐ Incapacity. (Defined in 11 U.S.C. § 109(h)(4) as impaired by reason of mental illness or mental deficiency so as to be incapable of realizing and making rational decisions with respect to financial responsibilities.);

☐ Disability. (Defined in 11 U.S.C. § 109(h)(4) as physically impaired to the extent of being unable, after reasonable effort, to participate in a credit counseling briefing in person, by telephone, or through the Internet.);

☐ Active military duty in a military combat zone.

☐ 5. The United States trustee or bankruptcy administrator has determined that the credit counseling requirement of 11 U.S.C. § 109(h) does not apply in this district.

I certify under penalty of perjury that the information provided above is true and correct.

Signature of Debtor: /s/ Christine V Hawkins
Christine V Hawkins

Date: March 23, 2012

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA
NOTICE TO CONSUMER DEBTOR(S) UNDER § 342(b)
OF THE BANKRUPTCY CODE**

In accordance with § 342(b) of the Bankruptcy Code, this notice to individuals with primarily consumer debts: (1) Describes briefly the services available from credit counseling services; (2) Describes briefly the purposes, benefits and costs of the four types of bankruptcy proceedings you may commence; and (3) Informs you about bankruptcy crimes and notifies you that the Attorney General may examine all information you supply in connection with a bankruptcy case.

You are cautioned that bankruptcy law is complicated and not easily described. Thus, you may wish to seek the advice of an attorney to learn of your rights and responsibilities should you decide to file a petition. Court employees cannot give you legal advice.

Notices from the bankruptcy court are sent to the mailing address you list on your bankruptcy petition. In order to ensure that you receive information about events concerning your case, Bankruptcy Rule 4002 requires that you notify the court of any changes in your address. If you are filing a **joint case** (a single bankruptcy case for two individuals married to each other), and each spouse lists the same mailing address on the bankruptcy petition, you and your spouse will generally receive a single copy of each notice mailed from the bankruptcy court in a jointly-addressed envelope, unless you file a statement with the court requesting that each spouse receive a separate copy of all notices.

1. Services Available from Credit Counseling Agencies

With limited exceptions, § 109(h) of the Bankruptcy Code requires that all individual debtors who file for bankruptcy relief on or after October 17, 2005, receive a briefing that outlines the available opportunities for credit counseling and provides assistance in performing a budget analysis. The briefing must be given within 180 days **before** the bankruptcy filing. The briefing may be provided individually or in a group (including briefings conducted by telephone or on the Internet) and must be provided by a nonprofit budget and credit counseling agency approved by the United States trustee or bankruptcy administrator. The clerk of the bankruptcy court has a list that you may consult of the approved budget and credit counseling agencies. Each debtor in a joint case must complete the briefing.

In addition, after filing a bankruptcy case, an individual debtor generally must complete a financial management instructional course before he or she can receive a discharge. The clerk also has a list of approved financial management instructional courses. Each debtor in a joint case must complete the course.

2. The Four Chapters of the Bankruptcy Code Available to Individual Consumer Debtors

Chapter 7: Liquidation (\$245 filing fee, \$46 administrative fee, \$15 trustee surcharge: Total Fee \$306)

Chapter 7 is designed for debtors in financial difficulty who do not have the ability to pay their existing debts. Debtors whose debts are primarily consumer debts are subject to a "means test" designed to determine whether the case should be permitted to proceed under chapter 7. If your income is greater than the median income for your state of residence and family size, in some cases, the United States trustee (or bankruptcy administrator), the trustee, or creditors have the right to file a motion requesting that the court dismiss your case under § 707(b) of the Code. It is up to the court to decide whether the case should be dismissed.

Under chapter 7, you may claim certain of your property as exempt under governing law. A trustee may have the right to take possession of and sell the remaining property that is not exempt and use the sale proceeds to pay your creditors.

The purpose of filing a chapter 7 case is to obtain a discharge of your existing debts. If, however, you are found to have committed certain kinds of improper conduct described in the Bankruptcy Code, the court may deny your discharge and, if it does, the purpose for which you filed the bankruptcy petition will be defeated.

Even if you receive a general discharge, some particular debts are not discharged under the law. Therefore, you may still be responsible for most taxes and student loans; debts incurred to pay nondischargeable taxes; domestic support and property settlement obligations; most fines, penalties, forfeitures, and criminal restitution obligations; certain debts which are not properly listed in your bankruptcy papers; and debts for death or personal injury caused by operating a motor vehicle, vessel, or aircraft while intoxicated from alcohol or drugs. Also, if a creditor can prove that a debt arose from fraud, breach of fiduciary duty, or theft, or from a willful and malicious injury, the bankruptcy court may determine that the debt is not discharged.

Chapter 13: Repayment of All or Part of the Debts of an Individual with Regular Income (\$235 filing fee, \$46 administrative fee: Total fee \$281)

Chapter 13 is designed for individuals with regular income who would like to pay all or part of their debts in installments over

a period of time. You are only eligible for chapter 13 if your debts do not exceed certain dollar amounts set forth in the Bankruptcy Code.

Under chapter 13, you must file with the court a plan to repay your creditors all or part of the money that you owe them, using your future earnings. The period allowed by the court to repay your debts may be three years or five years, depending upon your income and other factors. The court must approve your plan before it can take effect.

After completing the payments under your plan, your debts are generally discharged except for domestic support obligations; most student loans; certain taxes; most criminal fines and restitution obligations; certain debts which are not properly listed in your bankruptcy papers; certain debts for acts that caused death or personal injury; and certain long term secured obligations.

Chapter 11: Reorganization (\$1000 filing fee, \$46 administrative fee: Total fee \$1046)

Chapter 11 is designed for the reorganization of a business but is also available to consumer debtors. Its provisions are quite complicated, and any decision by an individual to file a chapter 11 petition should be reviewed with an attorney.

Chapter 12: Family Farmer or Fisherman (\$200 filing fee, \$46 administrative fee: Total fee \$246)

Chapter 12 is designed to permit family farmers and fishermen to repay their debts over a period of time from future earnings and is similar to chapter 13. The eligibility requirements are restrictive, limiting its use to those whose income arises primarily from a family-owned farm or commercial fishing operation.

3. Bankruptcy Crimes and Availability of Bankruptcy Papers to Law Enforcement Officials

A person who knowingly and fraudulently conceals assets or makes a false oath or statement under penalty of perjury, either orally or in writing, in connection with a bankruptcy case is subject to a fine, imprisonment, or both. All information supplied by a debtor in connection with a bankruptcy case is subject to examination by the Attorney General acting through the Office of the United States Trustee, the Office of the United States Attorney, and other components and employees of the Department of Justice.

WARNING: Section 521(a)(1) of the Bankruptcy Code requires that you promptly file detailed information regarding your creditors, assets, liabilities, income, expenses and general financial condition. Your bankruptcy case may be dismissed if this information is not filed with the court within the time deadlines set by the Bankruptcy Code, the Bankruptcy Rules, and the local rules of the court. The documents and the deadlines for filing them are listed on Form B200, which is posted at http://www.uscourts.gov/bkforms/bankruptcy_forms.html#procedure.

B 201B (Form 201B) (12/09)

**United States Bankruptcy Court
District of Nevada**

In re **Robert M Hawkins
Christine V Hawkins**

Debtor(s)

Case No.

Chapter

7

**CERTIFICATION OF NOTICE TO CONSUMER DEBTOR(S)
UNDER § 342(b) OF THE BANKRUPTCY CODE**

Certification of Debtor

I (We), the debtor(s), affirm that I (we) have received and read the attached notice, as required by § 342(b) of the Bankruptcy Code.

**Robert M Hawkins
Christine V Hawkins**

Printed Name(s) of Debtor(s)

X **/s/ Robert M Hawkins**

Signature of Debtor

March 23, 2012

Date

Case No. (if known)

X **/s/ Christine V Hawkins**

Signature of Joint Debtor (if any)

March 23, 2012

Date

Instructions: Attach a copy of Form B 201 A, Notice to Consumer Debtor(s) Under § 342(b) of the Bankruptcy Code.

Use this form to certify that the debtor has received the notice required by 11 U.S.C. § 342(b) **only** if the certification has **NOT** been made on the Voluntary Petition, Official Form B1. Exhibit B on page 2 of Form B1 contains a certification by the debtor's attorney that the attorney has given the notice to the debtor. The Declarations made by debtors and bankruptcy petition preparers on page 3 of Form B1 also include this certification.

B6 Summary (Official Form 6 - Summary) (12/07)

United States Bankruptcy Court
District of Nevada

In re **Robert M Hawkins,**
Christine V Hawkins

Debtors

Case No. _____

Chapter 7

SUMMARY OF SCHEDULES

Indicate as to each schedule whether that schedule is attached and state the number of pages in each. Report the totals from Schedules A, B, D, E, F, I, and J in the boxes provided. Add the amounts from Schedules A and B to determine the total amount of the debtor's assets. Add the amounts of all claims from Schedules D, E, and F to determine the total amount of the debtor's liabilities. Individual debtors must also complete the "Statistical Summary of Certain Liabilities and Related Data" if they file a case under chapter 7, 11, or 13.

NAME OF SCHEDULE	ATTACHED (YES/NO)	NO. OF SHEETS	ASSETS	LIABILITIES	OTHER
A - Real Property	Yes	1	95,000.00		
B - Personal Property	Yes	4	157,804.00		
C - Property Claimed as Exempt	Yes	1			
D - Creditors Holding Secured Claims	Yes	1		15,576.00	
E - Creditors Holding Unsecured Priority Claims (Total of Claims on Schedule E)	Yes	2		2,661.00	
F - Creditors Holding Unsecured Nonpriority Claims	Yes	15		274,183.00	
G - Executory Contracts and Unexpired Leases	Yes	1			
H - Codebtors	Yes	1			
I - Current Income of Individual Debtor(s)	Yes	1			2,094.82
J - Current Expenditures of Individual Debtor(s)	Yes	2			2,551.00
Total Number of Sheets of ALL Schedules		29			
Total Assets			252,804.00		
Total Liabilities				292,420.00	

Form 6 - Statistical Summary (12/07)

**United States Bankruptcy Court
District of Nevada**

In re **Robert M Hawkins,
Christine V Hawkins**

Debtors

Case No. _____

Chapter 7

STATISTICAL SUMMARY OF CERTAIN LIABILITIES AND RELATED DATA (28 U.S.C. § 159)

If you are an individual debtor whose debts are primarily consumer debts, as defined in § 101(8) of the Bankruptcy Code (11 U.S.C. § 101(8)), filing a case under chapter 7, 11 or 13, you must report all information requested below.

☐ Check this box if you are an individual debtor whose debts are NOT primarily consumer debts. You are not required to report any information here.

This information is for statistical purposes only under 28 U.S.C. § 159.

Summarize the following types of liabilities, as reported in the Schedules, and total them.

Type of Liability	Amount
Domestic Support Obligations (from Schedule E)	0.00
Taxes and Certain Other Debts Owed to Governmental Units (from Schedule E)	2,661.00
Claims for Death or Personal Injury While Debtor Was Intoxicated (from Schedule E) (whether disputed or undisputed)	0.00
Student Loan Obligations (from Schedule F)	0.00
Domestic Support, Separation Agreement, and Divorce Decree Obligations Not Reported on Schedule E	0.00
Obligations to Pension or Profit-Sharing, and Other Similar Obligations (from Schedule F)	0.00
TOTAL	2,661.00

State the following:

Average Income (from Schedule I, Line 16)	2,094.82
Average Expenses (from Schedule J, Line 18)	2,551.00
Current Monthly Income (from Form 22A Line 12; OR, Form 22B Line 11; OR, Form 22C Line 20)	2,207.95

State the following:

1. Total from Schedule D, "UNSECURED PORTION, IF ANY" column		0.00
2. Total from Schedule E, "AMOUNT ENTITLED TO PRIORITY" column	2,661.00	
3. Total from Schedule E, "AMOUNT NOT ENTITLED TO PRIORITY, IF ANY" column		0.00
4. Total from Schedule F		274,183.00
5. Total of non-priority unsecured debt (sum of 1, 3, and 4)		274,183.00

B6A (Official Form 6A) (12/07)

In re **Robert M Hawkins,
Christine V Hawkins**

Case No. _____

Debtors

SCHEDULE A - REAL PROPERTY

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a cotenant, community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If an entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D. If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim." If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

Description and Location of Property	Nature of Debtor's Interest in Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption	Amount of Secured Claim
Residence 4138 Ridgewood Ave Las Vegas, NV 89120 Retain/Current	Mortgage	C	95,000.00	15,576.00

Sub-Total >	95,000.00	(Total of this page)
-------------	------------------	----------------------

Total >	95,000.00
---------	------------------

(Report also on Summary of Schedules)

0 continuation sheets attached to the Schedule of Real Property

B6B (Official Form 6B) (12/07)

In re **Robert M Hawkins,
Christine V Hawkins**

Case No. _____

Debtors

SCHEDULE B - PERSONAL PROPERTY

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "x" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petition is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property." If the property is being held for a minor child, simply state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
1. Cash on hand		Cash on Hand	C	10.00
2. Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.		Nevada State Bank Checking Account Ending #4732	C	150.00
3. Security deposits with public utilities, telephone companies, landlords, and others.	X			
4. Household goods and furnishings, including audio, video, and computer equipment.		Household Goods and Furnishings	C	2,500.00
5. Books, pictures and other art objects, antiques, stamp, coin, record, tape, compact disc, and other collections or collectibles.	X			
6. Wearing apparel.		Wearing Apparel	C	250.00
7. Furs and jewelry.	X			
8. Firearms and sports, photographic, and other hobby equipment.	X			
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.		Primerica Term Life (No cash value)	C	0.00
10. Annuities. Itemize and name each issuer.	X			

Sub-Total > **2,910.00**
(Total of this page)

3 continuation sheets attached to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re **Robert M Hawkins,
Christine V Hawkins**

Case No. _____

Debtors

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
11. Interests in an education IRA as defined in 26 U.S.C. § 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. § 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. § 521(c).)	X			
12. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars.	401K		H	50,000.00
	IRA		H	77,000.00
	Aurora Retirement		H	14,000.00
	IRA		W	10,000.00
13. Stock and interests in incorporated and unincorporated businesses. Itemize.	X			
14. Interests in partnerships or joint ventures. Itemize.	X			
15. Government and corporate bonds and other negotiable and nonnegotiable instruments.	X			
16. Accounts receivable.	X			
17. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	X			
18. Other liquidated debts owed to debtor including tax refunds. Give particulars.	2012 Tax Refund		C	1,500.00
	2012 EIC		C	Unknown
19. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A - Real Property.	X			
20. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	X			

Sub-Total > **152,500.00**
(Total of this page)

Sheet **1** of **3** continuation sheets attached
to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re **Robert M Hawkins,
Christine V Hawkins**

Case No. _____

Debtors

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
21. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.	X			
22. Patents, copyrights, and other intellectual property. Give particulars.	X			
23. Licenses, franchises, and other general intangibles. Give particulars.	X			
24. Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.	X			
25. Automobiles, trucks, trailers, and other vehicles and accessories.		1965 Chevy Malibu	C	500.00
		1997 Toyota T100	C	1,894.00
26. Boats, motors, and accessories.	X			
27. Aircraft and accessories.	X			
28. Office equipment, furnishings, and supplies.	X			
29. Machinery, fixtures, equipment, and supplies used in business.	X			
30. Inventory.	X			
31. Animals.	X			
32. Crops - growing or harvested. Give particulars.	X			
33. Farming equipment and implements.	X			
34. Farm supplies, chemicals, and feed.	X			

Sub-Total > **2,394.00**
(Total of this page)

Sheet **2** of **3** continuation sheets attached
to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re **Robert M Hawkins,
Christine V Hawkins**

Case No. _____

Debtors

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
35. Other personal property of any kind not already listed. Itemize.	X			

Sheet **3** of **3** continuation sheets attached
to the Schedule of Personal Property

Sub-Total >	0.00
(Total of this page)	
Total >	157,804.00

(Report also on Summary of Schedules)

B6C (Official Form 6C) (4/10)

In re **Robert M Hawkins,
Christine V Hawkins**

Case No. _____

Debtors

SCHEDULE C - PROPERTY CLAIMED AS EXEMPTDebtor claims the exemptions to which debtor is entitled under:
(Check one box)

- ☐ 11 U.S.C. §522(b)(2)
☒ 11 U.S.C. §522(b)(3)

☐ Check if debtor claims a homestead exemption that exceeds
 \$146,450. (Amount subject to adjustment on 4/1/13, and every three years thereafter
 with respect to cases commenced on or after the date of adjustment.)

Description of Property	Specify Law Providing Each Exemption	Value of Claimed Exemption	Current Value of Property Without Deducting Exemption
<u>Real Property</u>			
<u>Residence</u> 4138 Ridgewood Ave Las Vegas, NV 89120 Retain/Current	Nev. Rev. Stat. §§ 21.090(1)(l) and 115.050	79,424.00	95,000.00
<u>Checking, Savings, or Other Financial Accounts, Certificates of Deposit</u>			
Nevada State Bank Checking Account Ending #4732	Nev. Rev. Stat. § 21.090(1)(g)	150.00	150.00
<u>Household Goods and Furnishings</u>			
Household Goods and Furnishings	Nev. Rev. Stat. § 21.090(1)(b)	2,500.00	2,500.00
<u>Wearing Apparel</u>			
Wearing Apparel	Nev. Rev. Stat. § 21.090(1)(b)	250.00	250.00
<u>Interests in Insurance Policies</u>			
Primerica Term Life (No cash value)	Nev. Rev. Stat. § 21.090(1)(k)	Unknown	0.00
<u>Interests in IRA, ERISA, Keogh, or Other Pension or Profit Sharing Plans</u>			
401K	Nev. Rev. Stat. § 21.090(1)(r)	50,000.00	50,000.00
IRA	Nev. Rev. Stat. § 21.090(1)(r)	77,000.00	77,000.00
Aurora Retirement	Nev. Rev. Stat. § 21.090(1)(r)	14,000.00	14,000.00
IRA	Nev. Rev. Stat. § 21.090(1)(r)	10,000.00	10,000.00
<u>Other Liquidated Debts Owing Debtor Including Tax Refund</u>			
2012 Tax Refund	Nev. Rev. Stat. § 21.090(1)(z)	2,000.00	1,500.00
2012 EIC	Nev. Rev. Stat. § 21.090(1)(aa)	Unknown	Unknown
<u>Automobiles, Trucks, Trailers, and Other Vehicles</u>			
1965 Chevy Malibu	Nev. Rev. Stat. § 21.090(1)(f)	500.00	500.00
1997 Toyota T100	Nev. Rev. Stat. § 21.090(1)(f)	1,894.00	1,894.00

Total: **237,718.00** **252,794.00**

0 continuation sheets attached to Schedule of Property Claimed as Exempt

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Best Case Bankruptcy

AA_1759

B6D (Official Form 6D) (12/07)

In re **Robert M Hawkins,
Christine V Hawkins**

Case No. _____

Debtors

SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number of all entities holding claims secured by property of the debtor as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. List creditors holding all types of secured interests such as judgment liens, garnishments, statutory liens, mortgages, deeds of trust, and other security interests.

List creditors in alphabetical order to the extent practicable. If a minor child is a creditor, the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). If all secured creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor", include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H", "W", "J", or "C" in the column labeled "Husband, Wife, Joint, or Community".

If the claim is contingent, place an "X" in the column labeled "Contingent". If the claim is unliquidated, place an "X" in the column labeled "Unliquidated". If the claim is disputed, place an "X" in the column labeled "Disputed". (You may need to place an "X" in more than one of these three columns.)

Total the columns labeled "Amount of Claim Without Deducting Value of Collateral" and "Unsecured Portion, if Any" in the boxes labeled "Total(s)" on the last sheet of the completed schedule. Report the total from the column labeled "Amount of Claim" also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report the total from the column labeled "Unsecured Portion" on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
		DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN					
Account No. xxxxxxxxx6750							
Creditor #: 1 Chase 10790 Rancho Bernardo Rd San Diego, CA 92127		C					
		Opened 4/24/98 Last Active 6/14/11 Mortgage Residence 4138 Ridgewood Ave Las Vegas, NV 89120 Retain/Current					
		Value \$ 95,000.00				15,576.00	0.00
Account No.							
		Value \$					
Account No.							
		Value \$					
Account No.							
		Value \$					
Subtotal (Total of this page)						15,576.00	0.00
Total (Report on Summary of Schedules)						15,576.00	0.00

0 continuation sheets attached

B6E (Official Form 6E) (4/10)

In re **Robert M Hawkins,
Christine V Hawkins**

Case No. _____

Debtors

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

A complete list of claims entitled to priority, listed separately by type of priority, is to be set forth on the sheets provided. Only holders of unsecured claims entitled to priority should be listed in this schedule. In the boxes provided on the attached sheets, state the name, mailing address, including zip code, and last four digits of the account number, if any, of all entities holding priority claims against the debtor or the property of the debtor, as of the date of the filing of the petition. Use a separate continuation sheet for each type of priority and label each with the type of priority.

The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112 and Fed. R. Bankr. P. 1007(m).

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H-Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of claims listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all claims listed on this Schedule E in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules.

Report the total of amounts entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Report the total of amounts not entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts not entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding unsecured priority claims to report on this Schedule E.

TYPES OF PRIORITY CLAIMS (Check the appropriate box(es) below if claims in that category are listed on the attached sheets)

☐ **Domestic support obligations**

Claims for domestic support that are owed to or recoverable by a spouse, former spouse, or child of the debtor, or the parent, legal guardian, or responsible relative of such a child, or a governmental unit to whom such a domestic support claim has been assigned to the extent provided in 11 U.S.C. § 507(a)(1).

☐ **Extensions of credit in an involuntary case**

Claims arising in the ordinary course of the debtor's business or financial affairs after the commencement of the case but before the earlier of the appointment of a trustee or the order for relief. 11 U.S.C. § 507(a)(3).

☐ **Wages, salaries, and commissions**

Wages, salaries, and commissions, including vacation, severance, and sick leave pay owing to employees and commissions owing to qualifying independent sales representatives up to \$11,725* per person earned within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(4).

☐ **Contributions to employee benefit plans**

Money owed to employee benefit plans for services rendered within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(5).

☐ **Certain farmers and fishermen**

Claims of certain farmers and fishermen, up to \$5,775* per farmer or fisherman, against the debtor, as provided in 11 U.S.C. § 507(a)(6).

☐ **Deposits by individuals**

Claims of individuals up to \$2,600* for deposits for the purchase, lease, or rental of property or services for personal, family, or household use, that were not delivered or provided. 11 U.S.C. § 507(a)(7).

☒ **Taxes and certain other debts owed to governmental units**

Taxes, customs duties, and penalties owing to federal, state, and local governmental units as set forth in 11 U.S.C. § 507(a)(8).

☐ **Commitments to maintain the capital of an insured depository institution**

Claims based on commitments to the FDIC, RTC, Director of the Office of Thrift Supervision, Comptroller of the Currency, or Board of Governors of the Federal Reserve System, or their predecessors or successors, to maintain the capital of an insured depository institution. 11 U.S.C. § 507(a)(9).

☐ **Claims for death or personal injury while debtor was intoxicated**

Claims for death or personal injury resulting from the operation of a motor vehicle or vessel while the debtor was intoxicated from using alcohol, a drug, or another substance. 11 U.S.C. § 507(a)(10).

* Amount subject to adjustment on 4/01/13, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

B6E (Official Form 6E) (4/10) - Cont.

In re **Robert M Hawkins,
Christine V Hawkins**

Case No. _____

Debtors

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS
(Continuation Sheet)**Taxes and Certain Other Debts
Owed to Governmental Units**

TYPE OF PRIORITY

CREDITOR'S NAME, AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions.)	C O D E B O R R	H U S B A N D, W I F E, J O I N T, O R C O M M U N I T Y	D A T E C L A I M W A S I N C U R R E D A N D C O N S I D E R A T I O N F O R C L A I M	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	A M O U N T O F C L A I M	AMOUNT NOT ENTITLED TO PRIORITY, IF ANY
								AMOUNT ENTITLED TO PRIORITY
Account No. xxx-xx-3970,xxx-xx-1041 Creditor #: 1 Internal Revenue Service Stop 5028 110 City Parkway Las Vegas, NV 89106			2011 Taxes owed					0.00
							2,661.00	2,661.00
Account No.								
Account No.								
Account No.								
Account No.								
Subtotal								0.00
(Total of this page)							2,661.00	2,661.00
Total								0.00
(Report on Summary of Schedules)							2,661.00	2,661.00

Sheet **1** of **1** continuation sheets attached to
Schedule of Creditors Holding Unsecured Priority Claims

B6F (Official Form 6F) (12/07)

In re **Robert M Hawkins,
Christine V Hawkins**

Case No. _____

Debtors

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). Do not include claims listed in Schedules D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report this total also on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding unsecured claims to report on this Schedule F.

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C				
Account No. x1022 Creditor #: 1 Advanced Heart Care 2470 E. Flamingo Las Vegas, NV 89121		C				125.00
Account No. 8404 Creditor #: 2 Bank Of America Po Box 1598 Norfolk, VA 23501		H				Unknown
Account No. xxx6400 Creditor #: 3 Brock Satoris DDS		C				146.00
Account No. xxxxxxxxxxx1910 Creditor #: 4 Cap One Po Box 85520 Richmond, VA 23285		W				0.00
Subtotal (Total of this page)						271.00

14 continuation sheets attached

B6F (Official Form 6F) (12/07) - Cont.

In re **Robert M Hawkins,
Christine V Hawkins**

Case No. _____

Debtors
SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
 (Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E F O R H W J C	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. xxxxxxxxx5687 Creditor #: 5 Chase Po Box 24696 Columbus, OH 43224	C	Opened 6/12/06 Last Active 7/01/09 Mortgage				232,031.00
Account No. xxxxxxxxxxx8456 Creditor #: 6 Chase Po Box 15298 Wilmington, DE 19850	H	Opened 2/06/03 Last Active 7/01/08				0.00
Account No. xxxxxxxxxxx8275 Creditor #: 7 Chase Po Box 15298 Wilmington, DE 19850	C	Opened 10/22/06 Last Active 7/14/09				0.00
Account No. xxxxxxxxxxx4766 Creditor #: 8 Chase Po Box 15298 Wilmington, DE 19850	C	Opened 10/28/94 Last Active 10/10/04				0.00
Account No. xxxxxxxxxxx8697 Creditor #: 9 Chase Po Box 15298 Wilmington, DE 19850	W	Opened 10/01/08 Last Active 9/01/10 ChargeAccount				4,755.00
Sheet no. <u>1</u> of <u>14</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page)
						236,786.00

B6F (Official Form 6F) (12/07) - Cont.

In re **Robert M Hawkins,
Christine V Hawkins**

Case No. _____

Debtors
SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
 (Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E F O R H W J C	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. xxxxxxxxxxxx6322 Creditor #: 10 Chase Na 2500 Westfield Dr Elgin, IL 60124	W	Opened 10/28/94 Last Active 6/10/02 CreditCard				0.00
Account No. xxxxxxxxxxxx3801 Creditor #: 11 Chase/Cc Po Box 15298 Wilmington, DE 19850	H	Opened 7/31/98 Last Active 11/01/99				0.00
Account No. xxxxxx1886 Creditor #: 12 Chevron Pob 5010 Room 1242 Concord, CA 94524	C	Opened 5/27/77 Last Active 3/06/08 CreditCard				0.00
Account No. xxxxxxxxxxxx1088 Creditor #: 13 Chld/Cbna Po Box 6497 Sioux Falls, SD 57117	W	Opened 8/14/05 Last Active 3/12/06 ChargeAccount				0.00
Account No. xxxxxxxxxxxx0533 Creditor #: 14 Citi Po Box 6497 Sioux Falls, SD 57117	H	Opened 11/14/05				0.00
Sheet no. <u>2</u> of <u>14</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page)
						0.00

B6F (Official Form 6F) (12/07) - Cont.

In re **Robert M Hawkins,
Christine V Hawkins**

Case No. _____

Debtors
SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
 (Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E F O R H W J C	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. xxxxxxxxxxxx1850 Creditor #: 15 Citi Po Box 6241 Sioux Falls, SD 57117	H	Opened 11/01/05				0.00
Account No. xxxxxxxxxxxx8699 Creditor #: 16 Citi Po Box 6241 Sioux Falls, SD 57117	H	Opened 11/14/01				0.00
Account No. xxxxxxxxxxxx4174 Creditor #: 17 Citi Po Box 6241 Sioux Falls, SD 57117	C	Opened 7/28/05 Last Active 2/07/08				0.00
Account No. xxxxxxxxxxxx8708 Creditor #: 18 Citi Ctb Po Box 22066 Tempe, AZ 85285	H	Opened 5/18/08 Last Active 5/15/09 ChargeAccount				0.00
Account No. xxxxxx8235 Creditor #: 19 Citi/Shell Po Box 6497 Sioux Falls, SD 57117	C	Opened 9/26/88 Last Active 7/10/04				0.00
Sheet no. <u>3</u> of <u>14</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page)
						0.00

B6F (Official Form 6F) (12/07) - Cont.

In re **Robert M Hawkins,
Christine V Hawkins**

Case No. _____

Debtors
SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
 (Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E F O R H W J C	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. xxx3458 Creditor #: 20 Clark County Water Reclamation P. O. Box 98526 Las Vegas, NV 89193	C	Utility				58.00
Account No. xxxxx7871 Creditor #: 21 Cpu/Cbna Po Box 6497 Sioux Falls, SD 57117	H	Opened 5/11/04 Last Active 3/06/05				0.00
Account No. Creditor #: 22 Desert Radiologist 3090 S. Durango, #200 Las Vegas, NV 89117	C					17.00
Account No. xxxxx-xDSRT Creditor #: 23 Desert Radiologist P. O. Box 3057 Indianapolis, IN 46206	C					63.00
Account No. xxxxxxxxxxxx9867 Creditor #: 24 Discover Fin Svcs Llc Po Box 15316 Wilmington, DE 19850	C	Opened 4/19/89 Last Active 9/01/10 ChargeAccount				10,931.00
Sheet no. 4 of 14 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page) 11,069.00

B6F (Official Form 6F) (12/07) - Cont.

In re **Robert M Hawkins,
Christine V Hawkins**

Case No. _____

Debtors
SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
 (Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O O R D I N A T O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C				
Account No. Creditor #: 25 Dr. Omar B. Cabahug 2500 Wigwam Pkwy #112 Henderson, NV 89074		C				70.00
Account No. Creditor #: 26 Dr. Soheil Goravanchi 2320 Paseo Del Prado #207 Las Vegas, NV 89102		C				Unknown
Account No. Creditor #: 27 Dr. Vishvinder Sharma 5915 S. Rainbow Blvd #105 Las Vegas, NV 89169		C	Medical			Unknown
Account No. xxxxxxxx9460 Creditor #: 28 Gecrb/Care Po Box 981439 El Paso, TX 79998-1439		W	Opened 7/01/07 Last Active 9/01/10 BusinessCreditCard			0.00
Account No. xxxxxxxxxxxx9149 Creditor #: 29 Gecrb/Care Credit Po Box 981439 El Paso, TX 79998		W	Opened 7/13/07 Last Active 8/03/10 ChargeAccount			979.00
Sheet no. <u>5</u> of <u>14</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page) 1,049.00

B6F (Official Form 6F) (12/07) - Cont.

In re **Robert M Hawkins,
Christine V Hawkins**

Case No. _____

Debtors
SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
 (Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E F O R H W J C	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. xxxxxxxxxxxx7795 Creditor #: 30 Gecrb/Cvrn	W	Opened 5/01/77 Last Active 1/30/12 ChargeAccount				0.00
Account No. xxxxxxxxxxxx5221 Creditor #: 31 Gecrb/Dillards Po Box 981400 El Paso, TX 79998	W	Opened 12/04/03 Last Active 6/16/10 ChargeAccount				0.00
Account No. xxxxxxxx6164 Creditor #: 32 Gecrb/Jcp P.O. Box 9841 El Paso, TX 79998	W	Opened 5/01/93 Last Active 9/01/10 BusinessCreditCard				356.00
Account No. xxxxxxxxxxxx5295 Creditor #: 33 Gecrb/Jcp Po Box 984100 El Paso, TX 79998	W	Opened 5/18/93 Last Active 8/10/10 ChargeAccount				Unknown
Account No. xxxxxxxxxxxx8933 Creditor #: 34 Gecrb/Kirklands Po Box 981400 El Paso, TX 79998	W	Opened 6/27/05 Last Active 12/04/07 ChargeAccount				0.00
Sheet no. <u>6</u> of <u>14</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page)
						356.00

B6F (Official Form 6F) (12/07) - Cont.

In re **Robert M Hawkins,
Christine V Hawkins**

Case No. _____

Debtors
SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
 (Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O O M M U N I T Y	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. xxxxxxxxxxxx6489 Creditor #: 35 Gecrb/Mervyns Po Box 981400 El Paso, TX 79998	C	Opened 6/14/89 Last Active 12/03/08 ChargeAccount				0.00
Account No. xxxxxxxx3710 Creditor #: 36 Gecrb/Sams	H	Opened 1/01/05 Last Active 9/01/10 BusinessCreditCard				0.00
Account No. xxxxxxxxxxxx6427 Creditor #: 37 Gecrb/Sams Club Po Box 981400 El Paso, TX 79998	H	Opened 1/30/05 Last Active 7/22/10 ChargeAccount				4,846.00
Account No. Creditor #: 38 Gemb/Chevron 4125 Windward Pl Alpharetta, GA 30005	C					498.00
Account No. xxxxxxxx1252 Creditor #: 39 Kohls/Capone N56 W 17000 Ridgewood Dr Menomonee Falls, WI 53051	W	Opened 5/25/05 Last Active 1/17/12 ChargeAccount				565.00
Sheet no. <u>7</u> of <u>14</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page) 5,909.00

B6F (Official Form 6F) (12/07) - Cont.

In re **Robert M Hawkins,
Christine V Hawkins**

Case No. _____

Debtors
SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
 (Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E F O R H W J C	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. xxxxxxxxxxxx0479 Creditor #: 40 Lane Bryant Retail/Soa 450 Winks Ln Bensalem, PA 19020	W	Opened 8/18/06 Last Active 1/14/08 ChargeAccount				0.00
Account No. xxxxxxxxxxxx7184 Creditor #: 41 Lane Bryant Retail/Soa 450 Winks Ln Bensalem, PA 19020	W	Opened 12/14/93				Unknown
Account No. 2392 Creditor #: 42 Matt Smith Physical Therapy 848 N Rainbow Blvd #357 Las Vegas, NV 89107	C	Collection/Medical				280.00
Account No. xxxxxxxxx7620 Creditor #: 43 Mcydsnb 9111 Duke Blvd Mason, OH 45040	W	Opened 12/01/97 Last Active 7/29/10 ChargeAccount				107.00
Account No. xxxxxxxxx7020 Creditor #: 44 Mcydsnb 9111 Duke Blvd Mason, OH 45040	W	Opened 10/30/00 Last Active 10/23/08 ChargeAccount				0.00
Sheet no. <u>8</u> of <u>14</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page)
						387.00

B6F (Official Form 6F) (12/07) - Cont.

In re **Robert M Hawkins,
Christine V Hawkins**

Case No. _____

Debtors
SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
 (Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E D E B T O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. 9643 Creditor #: 45 Medic West P.O. Box 3429 Modesto, CA 95353		C				94.00
Account No. xxxx9643 Creditor #: 46 Medic West Ambulance, Inc. 1501 W. Fountainhead Pkwy, #650 Tempe, AZ 85282		C				Unknown
Account No. xxxxxxxxxxxx6351 Creditor #: 47 One Nevada Credit Unio 2645 S Mojave Rd Las Vegas, NV 89121		C				11,944.00
Account No. xxxxxxx5481 Creditor #: 48 One Nevada Credit Unio 2645 S Mojave Rd Las Vegas, NV 89121		C				701.00
Account No. xxxxxxx5480 Creditor #: 49 One Nevada Credit Unio 2645 S Mojave Rd Las Vegas, NV 89121		C				0.00
Sheet no. 9 of 14 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page)
						12,739.00

B6F (Official Form 6F) (12/07) - Cont.

In re **Robert M Hawkins,
Christine V Hawkins**

Case No. _____

Debtors
SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
 (Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E 1 2 3 4 5 6 7 8 9 0 A B C D E F G H I J K L M N O P Q R S T U V W X Y Z AA AB AC AD AE AF AG AH AI AJ AK AL AM AN AO AP AQ AR AS AT AU AV AW AX AY AZ	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM	
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.					
Account No. xxxxxxxxxxxx5125 Creditor #: 50 One Nevada Credit Unio 2645 S Mojave Rd Las Vegas, NV 89121	C	Opened 10/10/88 Last Active 7/01/02				0.00	
Account No. x0570 Creditor #: 51 Pebble Canyon HOA 7495 W. Azure Dr Suite 250 Las Vegas, NV 89130	C	3263 Morning Springs Dr Henderson, NV 89074				Unknown	
Account No. 3514 Creditor #: 52 Republic Services 770 E. Sahara Las Vegas, NV 89193	C					40.00	
Account No. xxxxxxxxxxxx1120 Creditor #: 53 Sears/Cbna Po Box 6282 Sioux Falls, SD 57117	C	Opened 8/01/87 Last Active 9/28/05				0.00	
Account No. Creditor #: 54 Southwest Medical PO box 18402 Las Vegas, NV 89114-8402	C	Medical				Unknown	
Sheet no. <u>10</u> of <u>14</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page)	40.00

B6F (Official Form 6F) (12/07) - Cont.

In re **Robert M Hawkins,
Christine V Hawkins**

Case No. _____

Debtors
SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
 (Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E 1 2 3 4 5 6 7 8 9 0 A B C D E F G H I J K L M N O P Q R S T U V W X Y Z [] ~ ^ _ ` ' " # \$ % & ' () * & - + =	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. Creditor #: 55 Spring Valley Hospital 8801 W. Sahara Las Vegas, NV 89117	C	Medical				Unknown
Account No. Creditor #: 56 Spring Valley Hospital P. O. Box 31001 Pasadena, CA 91110	C					Unknown
Account No. xxxxxxxxxxxx6549 Creditor #: 57 Springleaf Financial S 600 N Royal Ave Evansville, IN 47715	C	Opened 12/29/01 Last Active 2/08/05 ChargeAccount				0.00
Account No. 2647 Creditor #: 58 St. Rose Dominican Hospital PO box 33349 Phoenix, AZ 85067-3349	C					900.00
Account No. xxxxx8444 Creditor #: 59 St. Rose Dominican-Siena CHW P.O. Box 101081 Pasadena, CA 91187	C					Unknown
Sheet no. <u>11</u> of <u>14</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page)
						900.00

B6F (Official Form 6F) (12/07) - Cont.

In re **Robert M Hawkins,
Christine V Hawkins**

Case No. _____

Debtors
SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
 (Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E	H W J C	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
			DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. Creditor #: 60 Steinberg Diagnostic PO Box 36900 Las Vegas, NV 89133-6900		C					168.00
Account No. xxx2578 Creditor #: 61 Steven Evans MD dba Pacific Anesthesia Consultants PO Box 14907 Las Vegas, NV 89114-4907		C	Medical				100.00
Account No. xxxxxxxxxxxxx3727 Creditor #: 62 Target Nb Po Box 673 Minneapolis, MN 55440		W	Opened 8/21/06 Last Active 9/01/10				4,409.00
Account No. Creditor #: 63 Taylor Association Management 259 North Pecos Road #100 Henderson, NV 89074		C	3263 Morning Springs Dr Henderson, NV 89074				Unknown
Account No. xxxxxxxxxxxxxxxxx1867 Creditor #: 64 Webbank/Dfs 1 Dell Way Round Rock, TX 78682		H	Opened 7/31/05 Last Active 6/13/08 ChargeAccount				0.00
Sheet no. <u>12</u> of <u>14</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims							Subtotal (Total of this page) 4,677.00

B6F (Official Form 6F) (12/07) - Cont.

In re **Robert M Hawkins,
Christine V Hawkins**

Case No. _____

Debtors
SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
 (Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E F O R H W J C	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. xxxxxxxxxxxx5989 Creditor #: 65 Wells Fargo Bank Po Box 14517 Des Moines, IA 50306	W	Opened 12/14/05 Last Active 1/29/06				0.00
Account No. xxxxxxxxxxxx4339 Creditor #: 66 Wells Fargo Hm Mortgag 8480 Stagecoach Cir Frederick, MD 21701	C	Opened 8/04/03 Last Active 5/01/06 Mortgage				0.00
Account No. xxxxxxxxxxxx6645 Creditor #: 67 Wfnnb/Fashion Bug Po Box 182272 Columbus, OH 43218	W	Opened 1/10/94 Last Active 1/07/10 ChargeAccount				0.00
Account No. xxxxxxxxxxxx3350 Creditor #: 68 Wfnnb/Lane Bryant Po Box 182789 Columbus, OH 43218	W	Opened 8/18/06 Last Active 10/16/07 ChargeAccount				0.00
Account No. xxxxxxxxxxxx0479 Creditor #: 69 Wfnnb/Lane Bryant 4590 E Broad St Columbus, OH 43213	W	Opened 8/18/06 Last Active 12/01/10 ChargeAccount				0.00
Sheet no. <u>13</u> of <u>14</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						0.00
Subtotal (Total of this page)						0.00

B6F (Official Form 6F) (12/07) - Cont.

In re **Robert M Hawkins,
Christine V Hawkins**

Case No. _____

Debtors
SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
 (Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E H W J C	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. xxxxx xxxx9678 Creditor #: 70 Wfnnb/Lane Bryant Po Box 182789 Columbus, OH 43218		W	Opened 12/14/93 Last Active 5/13/99 ChargeAccount			Unknown
Account No. xxxxxxxxxxxx0478 Creditor #: 71 Wfnnb/New York & Co Mc Po Box 182789 Columbus, OH 43218		W	Opened 10/24/05			0.00
Account No. xxxxx4889 Creditor #: 72 Wfnnb/Ny&C 220 W Schrock Rd Westerville, OH 43081		W	Opened 2/21/06 Last Active 5/17/07 ChargeAccount			0.00
Account No.						
Account No.						
Sheet no. 14 of 14 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						0.00
Subtotal (Total of this page)						0.00
Total (Report on Summary of Schedules)						274,183.00

B6G (Official Form 6G) (12/07)

In re **Robert M Hawkins,
Christine V Hawkins**

Case No. _____

Debtors

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Describe all executory contracts of any nature and all unexpired leases of real or personal property. Include any timeshare interests. State nature of debtor's interest in contract, i.e., "Purchaser", "Agent", etc. State whether debtor is the lessor or lessee of a lease. Provide the names and complete mailing addresses of all other parties to each lease or contract described. If a minor child is a party to one of the leases or contracts, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

☐ Check this box if debtor has no executory contracts or unexpired leases.

Name and Mailing Address, Including Zip Code,
of Other Parties to Lease or Contract

Description of Contract or Lease and Nature of Debtor's Interest.
State whether lease is for nonresidential real property.
State contract number of any government contract.

0

____ continuation sheets attached to Schedule of Executory Contracts and Unexpired Leases

B6H (Official Form 6H) (12/07)

In re **Robert M Hawkins,
Christine V Hawkins**

Case No. _____

Debtors

SCHEDULE H - CODEBTORS

Provide the information requested concerning any person or entity, other than a spouse in a joint case, that is also liable on any debts listed by debtor in the schedules of creditors. Include all guarantors and co-signers. If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within the eight year period immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state, commonwealth, or territory. Include all names used by the nondebtor spouse during the eight years immediately preceding the commencement of this case. If a minor child is a codebtor or a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

☐ Check this box if debtor has no codebtors.

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
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0

____ continuation sheets attached to Schedule of Codebtors

B6I (Official Form 6I) (12/07)

In re **Robert M Hawkins**
Christine V Hawkins

Case No. _____

Debtor(s) _____

SCHEDULE I - CURRENT INCOME OF INDIVIDUAL DEBTOR(S)

The column labeled "Spouse" must be completed in all cases filed by joint debtors and by every married debtor, whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. Do not state the name of any minor child. The average monthly income calculated on this form may differ from the current monthly income calculated on Form 22A, 22B, or 22C.

Debtor's Marital Status:	DEPENDENTS OF DEBTOR AND SPOUSE	
Married	RELATIONSHIP(S): None.	AGE(S):
Employment:	DEBTOR	SPOUSE
Occupation	Driver	
Name of Employer	National Transportation Service	Disabled
How long employed	2 Months	
Address of Employer	6280 McLeod Dr. #120 Las Vegas, NV 89120	

INCOME: (Estimate of average or projected monthly income at time case filed)

1. Monthly gross wages, salary, and commissions (Prorate if not paid monthly)

2. Estimate monthly overtime

DEBTOR	SPOUSE
\$ <u>1,757.00</u>	\$ <u>0.00</u>
\$ <u>0.00</u>	\$ <u>0.00</u>

3. SUBTOTAL

\$ <u>1,757.00</u>	\$ <u>0.00</u>
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4. LESS PAYROLL DEDUCTIONS

a. Payroll taxes and social security

b. Insurance

c. Union dues

d. Other (Specify): _____

\$ <u>112.51</u>	\$ <u>0.00</u>
\$ <u>0.00</u>	\$ <u>0.00</u>
\$ <u>0.00</u>	\$ <u>0.00</u>
\$ <u>0.00</u>	\$ <u>0.00</u>
\$ <u>0.00</u>	\$ <u>0.00</u>

5. SUBTOTAL OF PAYROLL DEDUCTIONS

\$ <u>112.51</u>	\$ <u>0.00</u>
------------------	----------------

6. TOTAL NET MONTHLY TAKE HOME PAY

\$ <u>1,644.49</u>	\$ <u>0.00</u>
--------------------	----------------

7. Regular income from operation of business or profession or farm (Attach detailed statement)

8. Income from real property

9. Interest and dividends

10. Alimony, maintenance or support payments payable to the debtor for the debtor's use or that of dependents listed above

11. Social security or government assistance

(Specify): **Social Security Disability**

\$ <u>0.00</u>	\$ <u>0.00</u>
\$ <u>0.00</u>	\$ <u>0.00</u>
\$ <u>0.00</u>	\$ <u>0.00</u>
\$ <u>0.00</u>	\$ <u>0.00</u>
\$ <u>0.00</u>	\$ <u>450.33</u>
\$ <u>0.00</u>	\$ <u>0.00</u>
\$ <u>0.00</u>	\$ <u>0.00</u>

12. Pension or retirement income

13. Other monthly income

(Specify): _____

\$ <u>0.00</u>	\$ <u>0.00</u>
\$ <u>0.00</u>	\$ <u>0.00</u>

14. SUBTOTAL OF LINES 7 THROUGH 13

\$ <u>0.00</u>	\$ <u>450.33</u>
----------------	------------------

15. AVERAGE MONTHLY INCOME (Add amounts shown on lines 6 and 14)

\$ <u>1,644.49</u>	\$ <u>450.33</u>
--------------------	------------------

16. COMBINED AVERAGE MONTHLY INCOME: (Combine column totals from line 15)

\$ <u>2,094.82</u>	
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(Report also on Summary of Schedules and, if applicable, on Statistical Summary of Certain Liabilities and Related Data)

17. Describe any increase or decrease in income reasonably anticipated to occur within the year following the filing of this document:

AA_1780

B6J (Official Form 6J) (12/07)

Robert M Hawkins

In re Christine V Hawkins

Case No. _____

Debtor(s) _____

SCHEDULE J - CURRENT EXPENDITURES OF INDIVIDUAL DEBTOR(S)

Complete this schedule by estimating the average or projected monthly expenses of the debtor and the debtor's family at time case filed. Prorate any payments made bi-weekly, quarterly, semi-annually, or annually to show monthly rate. The average monthly expenses calculated on this form may differ from the deductions from income allowed on Form 22A or 22C.

☐ Check this box if a joint petition is filed and debtor's spouse maintains a separate household. Complete a separate schedule of expenditures labeled "Spouse."

1. Rent or home mortgage payment (include lot rented for mobile home)	\$	892.00
a. Are real estate taxes included? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
b. Is property insurance included? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
2. Utilities: a. Electricity and heating fuel	\$	150.00
b. Water and sewer	\$	35.00
c. Telephone	\$	0.00
d. Other See Detailed Expense Attachment	\$	150.00
3. Home maintenance (repairs and upkeep)	\$	0.00
4. Food	\$	350.00
5. Clothing	\$	50.00
6. Laundry and dry cleaning	\$	0.00
7. Medical and dental expenses	\$	0.00
8. Transportation (not including car payments)	\$	120.00
9. Recreation, clubs and entertainment, newspapers, magazines, etc.	\$	50.00
10. Charitable contributions	\$	0.00
11. Insurance (not deducted from wages or included in home mortgage payments)		
a. Homeowner's or renter's	\$	0.00
b. Life	\$	268.00
c. Health	\$	366.00
d. Auto	\$	120.00
e. Other	\$	0.00
12. Taxes (not deducted from wages or included in home mortgage payments) (Specify)	\$	0.00
13. Installment payments: (In chapter 11, 12, and 13 cases, do not list payments to be included in the plan)		
a. Auto	\$	0.00
b. Other	\$	0.00
c. Other	\$	0.00
14. Alimony, maintenance, and support paid to others	\$	0.00
15. Payments for support of additional dependents not living at your home	\$	0.00
16. Regular expenses from operation of business, profession, or farm (attach detailed statement)	\$	0.00
17. Other	\$	0.00
Other	\$	0.00

18. AVERAGE MONTHLY EXPENSES (Total lines 1-17. Report also on Summary of Schedules and, if applicable, on the Statistical Summary of Certain Liabilities and Related Data.)

\$ **2,551.00**

19. Describe any increase or decrease in expenditures reasonably anticipated to occur within the year following the filing of this document:

20. STATEMENT OF MONTHLY NET INCOME

a. Average monthly income from Line 15 of Schedule I	\$	2,094.82
b. Average monthly expenses from Line 18 above	\$	2,551.00
c. Monthly net income (a. minus b.)	\$	-456.18

AA_1781

B6J (Official Form 6J) (12/07)

In re **Robert M Hawkins**
Christine V Hawkins

Case No. _____

Debtor(s)

SCHEDULE J - CURRENT EXPENDITURES OF INDIVIDUAL DEBTOR(S)
Detailed Expense Attachment

Other Utility Expenditures:

Internet	\$	50.00
Cable	\$	40.00
Cell Phone	\$	60.00
Total Other Utility Expenditures	\$	150.00

B6 Declaration (Official Form 6 - Declaration), (12/07)

**United States Bankruptcy Court
District of Nevada**

In re **Robert M Hawkins
Christine V Hawkins**

Debtor(s)

Case No.
Chapter

7

DECLARATION CONCERNING DEBTOR'S SCHEDULES

DECLARATION UNDER PENALTY OF PERJURY BY INDIVIDUAL DEBTOR

I declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of 31 sheets, and that they are true and correct to the best of my knowledge, information, and belief.

Date March 23, 2012

Signature /s/ Robert M Hawkins
Robert M Hawkins
Debtor

Date March 23, 2012

Signature /s/ Christine V Hawkins
Christine V Hawkins
Joint Debtor

Penalty for making a false statement or concealing property: Fine of up to \$500,000 or imprisonment for up to 5 years or both.
18 U.S.C. §§ 152 and 3571.

B7 (Official Form 7) (04/10)

**United States Bankruptcy Court
District of Nevada**

In re **Robert M Hawkins
Christine V Hawkins**

Debtor(s)

Case No.

Chapter

7

STATEMENT OF FINANCIAL AFFAIRS

This statement is to be completed by every debtor. Spouses filing a joint petition may file a single statement on which the information for both spouses is combined. If the case is filed under chapter 12 or chapter 13, a married debtor must furnish information for both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. An individual debtor engaged in business as a sole proprietor, partner, family farmer, or self-employed professional, should provide the information requested on this statement concerning all such activities as well as the individual's personal affairs. To indicate payments, transfers and the like to minor children, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112; Fed. R. Bankr. P. 1007(m).

Questions 1 - 18 are to be completed by all debtors. Debtors that are or have been in business, as defined below, also must complete Questions 19 - 25. **If the answer to an applicable question is "None," mark the box labeled "None."** If additional space is needed for the answer to any question, use and attach a separate sheet properly identified with the case name, case number (if known), and the number of the question.

DEFINITIONS

"In business." A debtor is "in business" for the purpose of this form if the debtor is a corporation or partnership. An individual debtor is "in business" for the purpose of this form if the debtor is or has been, within six years immediately preceding the filing of this bankruptcy case, any of the following: an officer, director, managing executive, or owner of 5 percent or more of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership; a sole proprietor or self-employed full-time or part-time. An individual debtor also may be "in business" for the purpose of this form if the debtor engages in a trade, business, or other activity, other than as an employee, to supplement income from the debtor's primary employment.

"Insider." The term "insider" includes but is not limited to: relatives of the debtor; general partners of the debtor and their relatives; corporations of which the debtor is an officer, director, or person in control; officers, directors, and any owner of 5 percent or more of the voting or equity securities of a corporate debtor and their relatives; affiliates of the debtor and insiders of such affiliates; any managing agent of the debtor. 11 U.S.C. § 101.

1. Income from employment or operation of business

None ☐ State the gross amount of income the debtor has received from employment, trade, or profession, or from operation of the debtor's business, including part-time activities either as an employee or in independent trade or business, from the beginning of this calendar year to the date this case was commenced. State also the gross amounts received during the **two years** immediately preceding this calendar year. (A debtor that maintains, or has maintained, financial records on the basis of a fiscal rather than a calendar year may report fiscal year income. Identify the beginning and ending dates of the debtor's fiscal year.) If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income of both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT	SOURCE
\$4,158.00	2012 YTD: Both Total Income
\$42,532.00	2011: Both Total Income
\$60,579.00	2010: Both Total Income

2. Income other than from employment or operation of business

None ☐ State the amount of income received by the debtor other than from employment, trade, profession, or operation of the debtor's business during the **two years** immediately preceding the commencement of this case. Give particulars. If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income for each spouse whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT

SOURCE

3. Payments to creditors

None ☐ *Complete a. or b., as appropriate, and c.*

a. *Individual or joint debtor(s) with primarily consumer debts.* List all payments on loans, installment purchases of goods or services, and other debts to any creditor made within **90 days** immediately preceding the commencement of this case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$600. Indicate with an (*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and credit counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS
OF CREDITORDATES OF
PAYMENTS

AMOUNT PAID

AMOUNT STILL
OWING

None ☐ b. *Debtor whose debts are not primarily consumer debts:* List each payment or other transfer to any creditor made within **90 days** immediately preceding the commencement of the case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$5,850*. If the debtor is an individual, indicate with an asterisk (*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and credit counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments and other transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR

DATES OF
PAYMENTS/
TRANSFERSAMOUNT
PAID OR
VALUE OF
TRANSFERSAMOUNT STILL
OWING

None ☐ c. *All debtors:* List all payments made within **one year** immediately preceding the commencement of this case to or for the benefit of creditors who are or were insiders. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR AND
RELATIONSHIP TO DEBTOR

DATE OF PAYMENT

AMOUNT PAID

AMOUNT STILL
OWING**4. Suits and administrative proceedings, executions, garnishments and attachments**

None ☐ a. List all suits and administrative proceedings to which the debtor is or was a party within **one year** immediately preceding the filing of this bankruptcy case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

CAPTION OF SUIT
AND CASE NUMBERNATURE OF
PROCEEDINGCOURT OR AGENCY
AND LOCATIONSTATUS OR
DISPOSITION

None ☐ b. Describe all property that has been attached, garnished or seized under any legal or equitable process within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF PERSON FOR WHOSE
BENEFIT PROPERTY WAS SEIZED

DATE OF SEIZURE

DESCRIPTION AND VALUE OF
PROPERTY

* Amount subject to adjustment on 4/01/13, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

5. Repossessions, foreclosures and returns

- None ☐ List all property that has been repossessed by a creditor, sold at a foreclosure sale, transferred through a deed in lieu of foreclosure or returned to the seller, within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR OR SELLER	DATE OF REPOSSESSION, FORECLOSURE SALE, TRANSFER OR RETURN	DESCRIPTION AND VALUE OF PROPERTY
Chase PO Box 52095 Phoenix, AZ 85072-2095	January 2011	3263 Morning Springs Dr Henderson, NV 89074

6. Assignments and receiverships

- None ☐ a. Describe any assignment of property for the benefit of creditors made within **120 days** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include any assignment by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF ASSIGNEE	DATE OF ASSIGNMENT	TERMS OF ASSIGNMENT OR SETTLEMENT
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- None ☐ b. List all property which has been in the hands of a custodian, receiver, or court-appointed official within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CUSTODIAN	NAME AND LOCATION OF COURT CASE TITLE & NUMBER	DATE OF ORDER	DESCRIPTION AND VALUE OF PROPERTY
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7. Gifts

- None ☐ List all gifts or charitable contributions made within **one year** immediately preceding the commencement of this case except ordinary and usual gifts to family members aggregating less than \$200 in value per individual family member and charitable contributions aggregating less than \$100 per recipient. (Married debtors filing under chapter 12 or chapter 13 must include gifts or contributions by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF PERSON OR ORGANIZATION	RELATIONSHIP TO DEBTOR, IF ANY	DATE OF GIFT	DESCRIPTION AND VALUE OF GIFT
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8. Losses

- None ☐ List all losses from fire, theft, other casualty or gambling within **one year** immediately preceding the commencement of this case **or since the commencement of this case**. (Married debtors filing under chapter 12 or chapter 13 must include losses by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

DESCRIPTION AND VALUE OF PROPERTY	DESCRIPTION OF CIRCUMSTANCES AND, IF LOSS WAS COVERED IN WHOLE OR IN PART BY INSURANCE, GIVE PARTICULARS	DATE OF LOSS
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9. Payments related to debt counseling or bankruptcy

- None ☐ List all payments made or property transferred by or on behalf of the debtor to any persons, including attorneys, for consultation concerning debt consolidation, relief under the bankruptcy law or preparation of the petition in bankruptcy within **one year** immediately preceding the commencement of this case.

NAME AND ADDRESS OF PAYEE	DATE OF PAYMENT, NAME OF PAYOR IF OTHER THAN DEBTOR	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY
NEWARK & NEWARK	03/15/2012	\$1,300.00 Attorney Fee
201 Las Vegas Blvd., S., #350		\$306.00 Filing Fee
Las Vegas, NV 89101		\$396.00 All other costs.

10. Other transfers

- None ☒ a. List all other property, other than property transferred in the ordinary course of the business or financial affairs of the debtor, transferred either absolutely or as security within **two years** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF TRANSFEREE, RELATIONSHIP TO DEBTOR	DATE	DESCRIBE PROPERTY TRANSFERRED AND VALUE RECEIVED
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- None ☒ b. List all property transferred by the debtor within **ten years** immediately preceding the commencement of this case to a self-settled trust or similar device of which the debtor is a beneficiary.

NAME OF TRUST OR OTHER DEVICE	DATE(S) OF TRANSFER(S)	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY OR DEBTOR'S INTEREST IN PROPERTY
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11. Closed financial accounts

- None ☒ List all financial accounts and instruments held in the name of the debtor or for the benefit of the debtor which were closed, sold, or otherwise transferred within **one year** immediately preceding the commencement of this case. Include checking, savings, or other financial accounts, certificates of deposit, or other instruments; shares and share accounts held in banks, credit unions, pension funds, cooperatives, associations, brokerage houses and other financial institutions. (Married debtors filing under chapter 12 or chapter 13 must include information concerning accounts or instruments held by or for either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF INSTITUTION	TYPE OF ACCOUNT, LAST FOUR DIGITS OF ACCOUNT NUMBER, AND AMOUNT OF FINAL BALANCE	AMOUNT AND DATE OF SALE OR CLOSING
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12. Safe deposit boxes

- None ☐ List each safe deposit or other box or depository in which the debtor has or had securities, cash, or other valuables within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include boxes or depositories of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF BANK OR OTHER DEPOSITORY	NAMES AND ADDRESSES OF THOSE WITH ACCESS TO BOX OR DEPOSITORY	DESCRIPTION OF CONTENTS	DATE OF TRANSFER OR SURRENDER, IF ANY
Nevada State Bank		Documents, Social	
P.O. Box 30833		Security Cards,	
Salt Lake City, UT 84130		Passports, Birth	
		Certificates.	

13. Setoffs

- None ☒ List all setoffs made by any creditor, including a bank, against a debt or deposit of the debtor within **90 days** preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATE OF SETOFF	AMOUNT OF SETOFF
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14. Property held for another person

None ☐ List all property owned by another person that the debtor holds or controls.

NAME AND ADDRESS OF OWNER	DESCRIPTION AND VALUE OF PROPERTY	LOCATION OF PROPERTY
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15. Prior address of debtor

None ☐ If the debtor has moved within **three years** immediately preceding the commencement of this case, list all premises which the debtor occupied during that period and vacated prior to the commencement of this case. If a joint petition is filed, report also any separate address of either spouse.

ADDRESS	NAME USED	DATES OF OCCUPANCY
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16. Spouses and Former Spouses

None ☐ If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within **eight years** immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state.

NAME

17. Environmental Information.

For the purpose of this question, the following definitions apply:

"Environmental Law" means any federal, state, or local statute or regulation regulating pollution, contamination, releases of hazardous or toxic substances, wastes or material into the air, land, soil, surface water, groundwater, or other medium, including, but not limited to, statutes or regulations regulating the cleanup of these substances, wastes, or material.

"Site" means any location, facility, or property as defined under any Environmental Law, whether or not presently or formerly owned or operated by the debtor, including, but not limited to, disposal sites.

"Hazardous Material" means anything defined as a hazardous waste, hazardous substance, toxic substance, hazardous material, pollutant, or contaminant or similar term under an Environmental Law

None ☐ a. List the name and address of every site for which the debtor has received notice in writing by a governmental unit that it may be liable or potentially liable under or in violation of an Environmental Law. Indicate the governmental unit, the date of the notice, and, if known, the Environmental Law:

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW
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None ☐ b. List the name and address of every site for which the debtor provided notice to a governmental unit of a release of Hazardous Material. Indicate the governmental unit to which the notice was sent and the date of the notice.

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW
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None ☐ c. List all judicial or administrative proceedings, including settlements or orders, under any Environmental Law with respect to which the debtor is or was a party. Indicate the name and address of the governmental unit that is or was a party to the proceeding, and the docket number.

NAME AND ADDRESS OF GOVERNMENTAL UNIT	DOCKET NUMBER	STATUS OR DISPOSITION
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18 . Nature, location and name of business

None



a. *If the debtor is an individual*, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was an officer, director, partner, or managing executive of a corporation, partner in a partnership, sole proprietor, or was self-employed in a trade, profession, or other activity either full- or part-time within **six years** immediately preceding the commencement of this case, or in which the debtor owned 5 percent or more of the voting or equity securities within **six years** immediately preceding the commencement of this case.

If the debtor is a partnership, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities, within **six years** immediately preceding the commencement of this case.

If the debtor is a corporation, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities within **six years** immediately preceding the commencement of this case.

	LAST FOUR DIGITS OF SOCIAL-SECURITY OR OTHER INDIVIDUAL TAXPAYER-I.D. NO. (ITIN)/ COMPLETE EIN	ADDRESS	NATURE OF BUSINESS	BEGINNING AND ENDING DATES
NAME				

None



b. Identify any business listed in response to subdivision a., above, that is "single asset real estate" as defined in 11 U.S.C. § 101.

NAME	ADDRESS

DECLARATION UNDER PENALTY OF PERJURY BY INDIVIDUAL DEBTOR

I declare under penalty of perjury that I have read the answers contained in the foregoing statement of financial affairs and any attachments thereto and that they are true and correct.

Date March 23, 2012

Signature /s/ Robert M Hawkins
Robert M Hawkins
Debtor

Date March 23, 2012

Signature /s/ Christine V Hawkins
Christine V Hawkins
Joint Debtor

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

B8 (Form 8) (12/08)

United States Bankruptcy Court
District of Nevada

In re **Robert M Hawkins**
Christine V Hawkins

Debtor(s)

Case No.

Chapter

7

CHAPTER 7 INDIVIDUAL DEBTOR'S STATEMENT OF INTENTION

PART A - Debts secured by property of the estate. (Part A must be fully completed for **EACH** debt which is secured by property of the estate. Attach additional pages if necessary.)

Property No. 1	
Creditor's Name: Chase	Describe Property Securing Debt: Residence 4138 Ridgewood Ave Las Vegas, NV 89120 Retain/Current
Property will be (check one): <input type="checkbox"/> Surrendered <input checked="" type="checkbox"/> Retained	
If retaining the property, I intend to (check at least one): <input checked="" type="checkbox"/> Redeem the property <input type="checkbox"/> Reaffirm the debt <input type="checkbox"/> Other. Explain _____ (for example, avoid lien using 11 U.S.C. § 522(f)).	
Property is (check one): <input checked="" type="checkbox"/> Claimed as Exempt <input type="checkbox"/> Not claimed as exempt	

PART B - Personal property subject to unexpired leases. (All three columns of Part B must be completed for each unexpired lease. Attach additional pages if necessary.)

Property No. 1		
Lessor's Name: -NONE-	Describe Leased Property:	Lease will be Assumed pursuant to 11 U.S.C. § 365(p)(2): <input type="checkbox"/> YES <input type="checkbox"/> NO

B8 (Form 8) (12/08)

Page 2

I declare under penalty of perjury that the above indicates my intention as to any property of my estate securing a debt and/or personal property subject to an unexpired lease.

Date March 23, 2012

Signature /s/ Robert M Hawkins
Robert M Hawkins
Debtor

Date March 23, 2012

Signature /s/ Christine V Hawkins
Christine V Hawkins
Joint Debtor

**United States Bankruptcy Court
District of Nevada**

In re **Robert M Hawkins
Christine V Hawkins**

Debtor(s)

Case No.

Chapter

7

DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR(S)

1. Pursuant to 11 U.S.C. § 329(a) and Bankruptcy Rule 2016(b), I certify that I am the attorney for the above-named debtor and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered or to be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:

For legal services, I have agreed to accept	\$	<u>1,300.00</u>
Prior to the filing of this statement I have received	\$	<u>1,300.00</u>
Balance Due	\$	<u>0.00</u>

2. \$ **306.00** of the filing fee has been paid.

3. The source of the compensation paid to me was:

☒ Debtor ☐ Other (specify):

4. The source of compensation to be paid to me is:

☒ Debtor ☐ Other (specify):

5. ☒ I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.

☐ I have agreed to share the above-disclosed compensation with a person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation is attached.

6. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:

- a. Analysis of the debtor's financial situation, and rendering advice to the debtor in determining whether to file a petition in bankruptcy;
- b. Preparation and filing of any petition, schedules, statement of affairs and plan which may be required;
- c. Representation of the debtor at the meeting of creditors and confirmation hearing, and any adjourned hearings thereof;
- d. [Other provisions as needed]

Negotiations with secured creditors to reduce to market value; exemption planning; preparation and filing of reaffirmation agreements and applications as needed; preparation and filing of motions pursuant to 11 USC 522(f)(2)(A) for avoidance of liens on household goods.

7. By agreement with the debtor(s), the above-disclosed fee does not include the following service:

Representation of the debtors in any dischargeability actions, judicial lien avoidances, relief from stay actions or any other adversary proceeding.

CERTIFICATION

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in this bankruptcy proceeding.

Dated: **March 23, 2012**

/s/ Narrah F. Newark

**Narrah F. Newark 008201
NEWARK & NEWARK
201 Las Vegas Blvd., S., #350
Las Vegas, NV 89101
(702) 888-2525 Fax: (702) 888-2526
bk@nnbklaw.com**

**United States Bankruptcy Court
District of Nevada**

In re **Robert M Hawkins
Christine V Hawkins**

Debtor(s)

Case No.

Chapter

7

VERIFICATION OF CREDITOR MATRIX

The above-named Debtors hereby verify that the attached list of creditors is true and correct to the best of their knowledge.

Date: **March 23, 2012**

/s/ Robert M Hawkins

Robert M Hawkins

Signature of Debtor

Date: **March 23, 2012**

/s/ Christine V Hawkins

Christine V Hawkins

Signature of Debtor

Robert M Hawkins
Christine V Hawkins
4138 Ridgewood Ave
Las Vegas, NV 89120

Narrah F. Newark
NEWARK & NEWARK
201 Las Vegas Blvd., S., #350
Las Vegas, NV 89101

Internal Revenue Service
Stop 5028
110 City Parkway
Las Vegas, NV 89106

Advanced Heart Care
2470 E. Flamingo
Las Vegas, NV 89121

Bank Of America
Po Box 1598
Norfolk, VA 23501

Brock Satoris DDS

Cap One
Po Box 85520
Richmond, VA 23285

Chase
Po Box 24696
Columbus, OH 43224

Chase
10790 Rancho Bernardo Rd
San Diego, CA 92127

Chase
Po Box 15298
Wilmington, DE 19850

Chase Na
2500 Westfield Dr
Elgin, IL 60124

Chase/Cc
Po Box 15298
Wilmington, DE 19850

Chevron
Pob 5010 Room 1242
Concord, CA 94524

Chld/Cbna
Po Box 6497
Sioux Falls, SD 57117

Citi
Po Box 6497
Sioux Falls, SD 57117

Citi
Po Box 6241
Sioux Falls, SD 57117

Citi Ctb
Po Box 22066
Tempe, AZ 85285

Citi/Shell
Po Box 6497
Sioux Falls, SD 57117

Clark County Water Reclamation
P. O. Box 98526
Las Vegas, NV 89193

Cpu/Cbna
Po Box 6497
Sioux Falls, SD 57117

Desert Radiologist
3090 S. Durango, #200
Las Vegas, NV 89117

Desert Radiologist
P. O. Box 3057
Indianapolis, IN 46206

Discover Fin Svcs Llc
Po Box 15316
Wilmington, DE 19850

Dr. Omar B. Cabahug
2500 Wigwam Pkwy #112
Henderson, NV 89074

Dr. Soheil Goravanchi
2320 Paseo Del Prado #207
Las Vegas, NV 89102

Dr. Vishvinder Sharma
5915 S. Rainbow Blvd #105
Las Vegas, NV 89169

Gecrb/Care
Po Box 981439
El Paso, TX 79998-1439

Gecrb/Care Credit
Po Box 981439
El Paso, TX 79998

Gecrb/Cvrn

Gecrb/Dillards
Po Box 981400
El Paso, TX 79998

Gecrb/Jcp
P.O. Box 9841
El Paso, TX 79998

Gecrb/Jcp
Po Box 984100
El Paso, TX 79998

Gecrb/Kirklands
Po Box 981400
El Paso, TX 79998

Gecrb/Mervyns
Po Box 981400
El Paso, TX 79998

Gecrb/Sams

Gecrb/Sams Club
Po Box 981400
El Paso, TX 79998

Gemb/Chevron
4125 Windward Pl
Alpharetta, GA 30005

Kohls/Capone
N56 W 17000 Ridgewood Dr
Menomonee Falls, WI 53051

Lane Bryant Retail/Soa
450 Winks Ln
Bensalem, PA 19020

Matt Smith Physical Therpy
848 N Rainbow Blvd #357
Las Vegas, NV 89107

Mcydsnb
9111 Duke Blvd
Mason, OH 45040

Medic West
P.O. Box 3429
Modesto, CA 95353

Medic West Ambulance, Inc.
1501 W. Fountainhead Pkwy, #650
Tempe, AZ 85282

One Nevada Credit Unio
2645 S Mojave Rd
Las Vegas, NV 89121

Pebble Canyon HOA
7495 W. Azure Dr Suite 250
Las Vegas, NV 89130

Republic Services
770 E. Sahara
Las Vegas, NV 89193

Sears/Cbna
Po Box 6282
Sioux Falls, SD 57117

Southwest Medical
PO box 18402
Las Vegas, NV 89114-8402

Spring Valley Hospital
8801 W. Sahara
Las Vegas, NV 89117

Spring Valley Hospital
P. O. Box 31001
Pasadena, CA 91110

Springleaf Financial S
600 N Royal Ave
Evansville, IN 47715

St. Rose Dominican Hospital
PO box 33349
Phoenix, AZ 85067-3349

St. Rose Dominican-Siena CHW
P.O. Box 101081
Pasadena, CA 91187

Steinberg Diagnostic
PO Box 36900
Las Vegas, NV 89133-6900

Steven Evans MD dba
Pacific Anesthesia Consultants
PO Box 14907
Las Vegas, NV 89114-4907

Target Nb
Po Box 673
Minneapolis, MN 55440

Taylor Association Management
259 North Pecos Road #100
Henderson, NV 89074

Webbank/Dfs
1 Dell Way
Round Rock, TX 78682

Wells Fargo Bank
Po Box 14517
Des Moines, IA 50306

Wells Fargo Hm Mortgag
8480 Stagecoach Cir
Frederick, MD 21701

Wfnbn/Fashion Bug
Po Box 182272
Columbus, OH 43218

Wfnbn/Lane Bryant
Po Box 182789
Columbus, OH 43218

Wfnbn/Lane Bryant
4590 E Broad St
Columbus, OH 43213

Wfnbn/New York & Co Mc
Po Box 182789
Columbus, OH 43218

Wfnbn/Ny&C
220 W Schrock Rd
Westerville, OH 43081

EXHIBIT 11

EXHIBIT 11



United States Bankruptcy Court

District of Nevada
Case No. 12-13397-bam
Chapter 7

In re Debtor(s) (name(s) used by the debtor(s) in the last 8 years, including married, maiden, trade, and address):

ROBERT M HAWKINS

Redacted

CHRISTINE V HAWKINS

aka CHRISTINE VITA

Redacted

Social Security / Individual Taxpayer ID No.:

XXX-XX-**Redacted**

XXX-XX-**Redacted**

FILE

Employer Tax ID / Other nos.:

DISCHARGE OF DEBTOR

It appearing that the debtor is entitled to a discharge,

IT IS ORDERED:

The debtor is granted a discharge under section 727 of title 11, United States Code, (the Bankruptcy Code).

Dated: 6/26/12

BY THE COURT

Mary A. Schott

Mary A. Schott
Clerk of the Bankruptcy Court

SEE THE BACK OF THIS ORDER FOR IMPORTANT INFORMATION.

EXHIBIT C

AFFIDAVIT OF CUSTODIAN OF RECORDS

STATE OF NEVADA

Case No.: A-13-692804-C

COUNTY OF CLARK

ss:

AFFIANT, being first duly sworn, deposes and says:

1. That Affiant is the COMMUNITY MANAGER (position or title) of Pebble Canyon Homeowners Association ("HOA") and in the capacity as COMMUNITY MANAGER (position or title), is a custodian of the records of the HOA.

2. That HOA is licensed to do business as a HOMEOWNERS ASSOCIATION in the State of NEVADA.

3. That on the 14 day of March, 2016, the HOA 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 Affiant 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 the HOA.

6. As the duly authorized representative and custodian of records of the HOA, I attest that these records are trustworthy to the best of my knowledge.

Executed on: 3/31/16

[Signature]
AFFIANT

SUBSCRIBED and SWORN to before me
this 31st day of MAR, 2016

Elaine C. Peterson
NOTARY PUBLIC

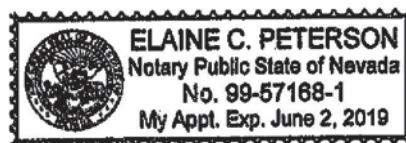


EXHIBIT 12

EXHIBIT 12

Richard C. Newark
Attorney at Law



Narrah F. Newark
Attorney at Law

Licensed in Nevada & Arizona

201 Las Vegas Blvd., South, Suite 350 • Las Vegas, NV 89101
702.888.BK BK (2525) • 702.888.2526 • Fax • BK@nnbklaw.com

July 23, 2012

NAS
6224 W. Desert Inn Rd
Las Vegas, NV 89146

Re: Hawkins, Robert & Christine
BK# 12-13397-BAM Filed: Chapter 7
Account No: **Redacted**

Dear Sir:

The Debtors in the above-entitled bankruptcy matter filed a petition for protection under Chapter 7 and received a discharge (copy of discharge attached). All debts which existed pre-petition were discharged. 11 U.S.C. § 727(b). Because this was a case in which the Trustee found no assets, no claims bar date was set. All of the pre-petition debts were discharged, regardless of whether they were scheduled on the petition or not. 11 U.S.C. § 523(a)(3)(A); In re Breezeley, 994 F.2d 1433 (9th Cir. 1992); In re Lochrie, 78 B.R. 257 (Bankr. 9th Cir. 1989).

Therefore, any claim(s) against the above debtor which arose before the bankruptcy petition was filed are now discharged. If you begin/continue to pursue or take any action based upon a pre-petition claim without permission of the Bankruptcy Court, you will be in violation of the permanent injunction, 11 U.S.C § 524, and subject to sanctions by the Bankruptcy Court.

If you have any questions, please have your legal counsel contact me to discuss. Thank you for your immediate attention to this matter.

Very truly yours,

A handwritten signature in blue ink, appearing to be "G. V. [unclear]", is written over the typed name of the legal assistant.

Bankruptcy Department
Legal Assistant
NEWARK & NEWARK LAW FIRM

RECEIVED

JUL 26 2012

NEVADA ASSOC SRV

EXHIBIT C

AFFIDAVIT OF CUSTODIAN OF RECORDS

STATE OF NEVADA)
COUNTY OF CLARK) ss:

Case No.: A-13-692304-C

AFFIANT, being first duly sworn, deposes and says:

1. That Affiant is the Paul Gil (position or title) of Nevada Association Services ("NAS") and in the capacity as Paul Gil (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

Paul Gil
AFFIANT

SUBSCRIBED and SWORN to before me
this 12 day of May, 2015.

Maren Parry



MAREN PARRY
Notary Public
State of Nevada
Appt. No. 03-80305-1
My Appt. Expires Mar. 9, 2019

EXHIBIT 13

EXHIBIT 13



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

July 30, 2012

Robert Hawkins

Redacted

RE: 3263 Morning Springs Drive / N71869
Pebble Canyon HOA / Robert Hawkins

Dear Mr. Hawkins:

Nevada Association Services, Inc. (NAS) has been made aware of your recent Bankruptcy Discharge/Dismissal/Termination.

As you know, the above account remains delinquent. Because the account remains past due, collection procedures still remain in place and active. Should there be a desire to reinstate the account, please have the interested party contact this office.

Thank you.

Sincerely,

A handwritten signature in cursive script, appearing to read "Susan McColl", is written over a horizontal line.

Susan McColl
Nevada Association Services, Inc.

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

July 30, 2012

Christine Hawkins

Redacted

RE: 3263 Morning Springs Drive / N71869
Pebble Canyon HOA / Christine Hawkins

Dear Ms. Hawkins:

Nevada Association Services, Inc. (NAS) has been made aware of your recent Bankruptcy Discharge/Dismissal/Termination.

As you know, the above account remains delinquent. Because the account remains past due, collection procedures still remain in place and active. Should there be a desire to reinstate the account, please have the interested party contact this office.

Thank you.

Sincerely,

Susan McColl
Nevada Association Services, Inc.

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.

EXHIBIT C

AFFIDAVIT OF CUSTODIAN OF RECORDS

STATE OF NEVADA)
COUNTY OF CLARK) ss:

Case No.: A-13-692304-C

AFFIANT, being first duly sworn, deposes and says:

1. That Affiant is the Paul Gil (position or title) of Nevada Association Services ("NAS") and in the capacity as Paul Gil (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

Paul Gil
AFFIANT

SUBSCRIBED and SWORN to before me
this 12 day of May, 2015.

Maren Parry



MAREN PARRY
Notary Public
State of Nevada
Appt. No. 03-80305-1
My Appt. Expires Mar. 9, 2019

EXHIBIT 14

EXHIBIT 14

Inet #: 201208030002972
Fees: \$17.00
N/C Fee: \$0.00
08/03/2012 03:40:09 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):
4138 Ridgewood Ave Las Vegas, NV 89120
4138 Ridgewood Ave Las Vegas, NV 89120

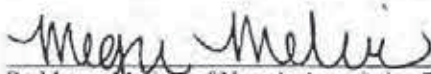
*Total amount due as of today's date is \$1,333.00.

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 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

EXHIBIT 15

EXHIBIT 15

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RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Mark Lemmons, 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/6863-157
080891/01/1

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PEBBLE CANYON HOMEOWNERS ASSOCIATION

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
AND
GRANT OF EASEMENTS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND GRANT OF EASEMENTS is made by Pebble Canyon Limited Partnership, a Nevada limited partnership ("Declarant"), with reference to the following facts:

A) Declarant is the owner of the real property located in Clark County, Nevada, more particularly described in Article 1 below as the First Phases and the Annexable Area, which Declarant intends to develop and improve and offer single family residences constructed thereon for sale to the public (the "Development").

B) Declarant has deemed it desirable, for the efficient preservation of the values and amenities in the First Phases and in the additional property which may be annexed thereto pursuant to the provisions of this Declaration, to create a corporation under the laws of the State of Nevada which shall be delegated and assigned the powers of, among other things, owning, maintaining and administering the Association Property (as hereinafter defined) for the private use of its members and authorized guests.

C) Declarant will cause or has caused such corporation, the members of which shall be the respective Owners of Lots in the Properties to be formed for the purpose of exercising such functions.

D) Before conveying any interest in the Properties, Declarant desires to subject the Properties to certain covenants, conditions and restrictions for the benefit of Declarant and any and all present and future owners of portions of the Properties, in accordance with a common plan and scheme of improvement and development.

NOW, THEREFORE, Declarant hereby declares and establishes the following general plan for the protection and benefit of the Properties, and has fixed and does hereby fix the following protective covenants, conditions and restrictions upon each and every ownership interest in the Properties under and pursuant to which covenants, conditions and restrictions each such ownership interest shall hereafter be held, used, occupied, leased, sold, encumbered, conveyed or transferred. Each and all of the covenants, conditions and restrictions set forth herein are for the

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purpose of protecting the value and desirability of the Properties, and each and every Lot, and inure to the benefit of, run with, and shall be binding upon and pass with each and every ownership interest therein and shall inure to the benefit of and apply to and bind respective successors in interest of Declarant.

ARTICLE I

DEFINITIONS

Section 1.01. "Annexable Area" shall mean the real property described in Exhibit B attached hereto and incorporated herein by this reference, all or any portion of which may from time to time be made subject to this Declaration.

Section 1.02. "Association" shall mean and refer to Pebble Canyon Homeowners Association, a Nevada non-profit corporation.

Section 1.03. "Association Property" shall mean and refer to all the real and personal property which is owned at any time by the Association for the common benefit, use and enjoyment of all of the Owners.

Section 1.04. "Board" shall mean and refer to the Board of Directors of the Association.

Section 1.05. "Bylaws" shall mean and refer to the Bylaws of the Association as they may from time to time be amended.

Section 1.06. "Declarant" shall mean and refer to Pebble Canyon Limited Partnership, a Nevada limited partnership, and its successors if the rights and obligations of Declarant should be assigned to, and accepted and assumed by, any successor or successors.

Section 1.07. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions and Grant of Easements as it may from time to time be amended.

Section 1.08. "Development" shall mean and refer to the First Phases and the Annexable Area.

Section 1.09. "Eligible Insurer or Guarantor" shall mean and refer to an insurer or governmental guarantor who has requested notice from the Association of those matters which such insurer or guarantor is entitled to notice of by reason of this Declaration or the Bylaws.

Section 1.10. "Eligible Mortgage Holder" shall mean and refer to a holder of a first Mortgage on a Lot who has requested notice

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from the Association of those matters which such holder is entitled to notice of by reason of this Declaration or the Bylaws.

Section 1.11. "First Phases" shall mean and refer to Phase I of the subdivisions known as Mirada at Pebble Canyon and Vistara at Pebble Canyon as described in Exhibit A attached hereto and incorporated herein by this reference.

Section 1.12. "Lot" shall mean and refer to any plot of land in the Properties (other than Association Property or any property owned by any non-profit corporation for the common use and enjoyment of Owners) shown upon any recorded final map of the Properties, the Owner of which is required by this Declaration to be a member of the Association.

Section 1.13. "Mortgage" shall mean and refer to a deed of trust as well as a mortgage, and the terms may be used interchangeably herein.

Section 1.14. "Mortgagee" shall mean and refer to a beneficiary under or holder of a deed of trust as well as a mortgagee, and the terms may be used interchangeably herein.

Section 1.15. "Mortgagor" shall mean and refer to the trustor of a deed of trust as well as a mortgagor, and the terms may be used interchangeably herein.

Section 1.16. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of equitable title in fee simple (or legal title if equitable title has merged) to any Lot, including contract sellers. Owner shall not include a person or entity having an ownership interest merely as security for the performance of an obligation. The trustor of a deed of trust encumbering a Lot where fee simple title is vested in a trustee shall be considered to be the Owner.

Section 1.17. "Properties" shall mean and refer to the First Phases, together with such portions of the Annexable Area which are annexed to the property subject to this Declaration.

Section 1.18. "Phase of Development" shall mean and refer to all of the First Phases and all of the real property designated as a Phase of Development in a Notice of Annexation recorded pursuant to the provisions of this Declaration.

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ARTICLE IIANNEXATION OF ANNEXABLE AREA

Section 2.01. Annexation Declarant may, but shall not be required to, at any time or from time to time, add to the Properties covered by this Declaration all or any portion of the Annexable Area then owned by Declarant by recording with the Recorder of Clark County, Nevada, a Notice of Annexation of Territory ("Notice of Annexation") with respect to the real property to be annexed ("Annexed Territory"). If the Notice of Annexation for a proposed annexation is not recorded prior to the third (3rd) anniversary of the recordation of the most recently recorded Notice of Annexation (or the third anniversary of the recordation of this Declaration with respect to the first Notice of Annexation), then such annexation shall further require the vote or written consent of at least two-thirds (2/3rds) of the voting power of the Association. Upon the recording of a Notice of Annexation covering any portion of the Annexable Area and containing the provisions set forth herein, the covenants, conditions and restrictions contained in this Declaration shall apply to the Annexed Territory in the same manner as if it were originally covered by this Declaration and originally constituted a portion of the Properties; and thereafter the rights, privileges, duties and liabilities of the parties to this Declaration with respect to the Annexed Territory shall be the same as with respect to the First Phases, and the rights, obligations, privileges, duties and liabilities of the Owners and occupants of Lots within the Annexed Territory shall be the same as in the case of the Lots originally affected by this Declaration.

Section 2.02. Notice of Annexation This Notice of Annexation referred to above shall contain at least the following provisions: (i) a reference to this Declaration, which reference shall state the date of recordation hereof and other relevant recording data of the Clark County Recorder's office; (ii) a statement that the provisions of this Declaration shall apply to the Annexed Territory as set forth therein; (iii) an exact description of the Annexed Territory; and (iv) a description of the Association Property, if any, located in the Annexed Territory. A Notice of Annexation may cover one or more Phases of Development, as designated in such Notice of Annexation. For so long as Declarant has the right to add Annexable Area to the Properties without the approval of at least two-thirds (2/3rds) of the voting power of the Association, each Notice of Annexation relative to real property owned by Declarant shall be signed only by Declarant. From and after the date on which any annexation of Annexable Area requires the approval of at least two-thirds (2/3rds) of the voting power of the Association, each Notice of Annexation must also be signed by at least two (2) officers of the Association, certifying that the vote of the requisite percentage of voting power has been obtained. As

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a condition precedent to any annexation of the Annexable Area, VA and FHA, as applicable, shall be advised of any such annexation, shall determine that the annexation is in accordance with the development plan submitted to and approved by VA and FHA, and shall so advise Declarant.

Section 2.03. Deannexation Declarant may delete all or a portion of a Phase of Development from coverage of this Declaration and the jurisdiction of the Association or amend a Notice of Annexation covering said Phase of Development so long as Declarant is the Owner of all of such Phase of Development, and provided that (i) a Notice of Deletion of Territory or amendment to the Notice of Annexation, as applicable is recorded in the same manner as the applicable Notice of Annexation was recorded, (ii) no Association vote has been exercised with respect to any portion of the Phase of Development, (iii) assessments have not yet commenced with respect to any portion of such Phase of Development, (iv) there has been no close of escrow for the sale of any Lot in such Phase of Development, (v) the Association has not made any expenditures or incurred any obligations with respect to any portion of such Phase of Development, and (vi) VA and FHA, as applicable, has approved such deannexation or amendment.

Section 2.04 Other Additions In addition to the provisions for annexation specified in this Article, additional real property may be annexed to the Properties and brought within the general plan and scheme of this Declaration upon the approval by two-thirds (2/3rds) of the total voting power of the Association.

ARTICLE III

PROPERTY RIGHTS

Section 3.01. Owners' Easements of Enjoyment Every Owner shall have a right and easement of ingress and egress and of enjoyment in and to the Association Property which shall be appurtenant to and shall pass with the title to each Lot, subject to:

(a) The right of the Association to charge reasonable fees for the use of any recreational facility situated upon the Association Property.

(b) The right of Declarant to use the Association Property for sales, development and related activities pertaining to the Development together with the right of Declarant to transfer such easements to others.

(c) The right of the Association to impose fines and to suspend an Owner's right to use any recreational facilities for

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nonpayment of any regular or special assessment by the Association, or if an Owner is otherwise in breach of obligations imposed under this Declaration, the Bylaws, or the rules and regulations set forth in the Bylaws.

(d) The right of the Association to dedicate or transfer all or any part of the Association Property to any public agency, authority or utility subject to such conditions as may be agreed to by the Owners. The granting of easements for utilities or for other purposes consistent with the intended use of the Association Property, and the granting of easements for maintenance purposes, shall not be deemed to be a dedication or transfer requiring the vote or written consent of the Owners.

(e) The right of the Association to transfer all or any part of the Association Property to a corporation to which all the Owners are members and which was established as the successor to the Association and its obligations hereunder and to replace the Association upon its termination.

(f) The right to adopt uniform rules and regulations regarding use, maintenance and upkeep of the Association Property.

Section 3.02. Delegation of Use Any Owner may delegate the right of enjoyment of the Association Property and facilities to family members, tenants or contract purchasers who reside on or in the Lot owned by such Owner, provided, however, that if any Owner delegates such right of enjoyment to tenants or contract purchasers, neither the Owner nor Owner's family members shall be entitled to use such facilities by reason of ownership of that Lot during the period of delegation. Guests of an Owner may use such facilities only in accordance with rules and regulations adopted by the Association, which rules and regulations may limit the number of guests who may use such facilities. The Association may also promulgate rules and regulations limiting the use of the Association Property to one co-Owner and such co-Owner's immediate family with respect to any Lot held in co-ownership.

ARTICLE IV

PEBBLE CANYON HOMEOWNERS ASSOCIATION

Section 4.01. Membership in the Association The initial members signing the Association's Articles of Incorporation and all Owners shall be members of the Association. The initial members shall be members only until close of escrow of the first three Lots sold to retail purchasers.

Section 4.02. Voting Those Owners appearing in the official records of the Association on the date forty-five (45) days prior to the scheduled date of any meeting of the Owners required or

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permitted to be held under this Declaration, as record Owners of Lots shall be entitled to notice of any such meeting as provided herein. If there is more than one record Owner of any Lot, any and all of the Owners owning such Lot may attend any meeting of the Owners, but the vote attributable to the Lot so owned shall not be increased by reason thereof. Co-Owners owning the majority interest in a Lot may from time to time designate in writing one of their number to vote. Fractional votes shall not be allowed, and the vote for each Lot shall be exercised, if at all, as a unit. Where no voting co-Owner is designated, or if the designation has been revoked, the vote for the Lot shall be exercised as the co-Owners owning the majority interests in the Lot mutually agree. However, no vote shall be cast for any Lot if the co-Owners present in person or by proxy cannot agree to said vote or other action. Unless the Association receives a written objection in advance from a co-Owner, it shall be conclusively presumed that the voting co-owner is acting with the consent of all other co-Owners.

Section 4.03. Proxies Every Owner entitled to attend, vote at or exercise consents with respect to any meeting of the Owners may do so either in person or by a representative, known as a proxy, duly authorized by an instrument in writing, filed with the Association prior to the meeting to which it is applicable. Any proxy may be revoked at any time by written notice to the Association or by attendance in person by such Owner at the meeting for which such proxy was given. In any event, no proxy shall be valid beyond the maximum period permitted by law.

Section 4.04. Vote Appurtenant to Lot The right to vote may not be severed or separated from the ownership of the Lot to which it is appurtenant, except that any Owner may give a revocable proxy in the manner described above, may assign its right to vote to a contract purchaser, a lessee or tenant actually occupying said Owner's Lot or to a Mortgagee of the Lot concerned, for the term of the lease or Mortgage, and any sale, transfer or conveyance of such Lot to a new Owner or Owners shall operate automatically to transfer the appurtenant vote to the new Owner, subject to any assignment of the right to vote to a contract purchaser, lessee or Mortgagee as provided herein.

Section 4.05. Notice of Meetings Meetings of Owners shall be held at a convenient location in or near the Development as designated in the notice of the meeting. Written notice of meetings shall state the place, date and time of the meeting and those matters which, at the time the notice is given, are to be presented for action by the Owners. Notice of any meeting at which directors are to be elected shall include the names of all those who are nominees at the time the notice is given to Owners. The Secretary of the Association shall cause notice of meetings to be sent to each Owner no later than ten (10) days prior to the meeting. A special meeting of the Owners may be called at any

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reasonable time and place by written request (1) by the Board, (2) by the Declarant, for so long as the Declarant is an Owner, or (3) by the Owners having not less than twenty percent (20%) of the total voting power of the Association. To be effective, such written request shall be delivered to either the President or Secretary of the Association. Such officers shall then cause notice to be given to Owners entitled to vote that a meeting will be held at a time and place fixed by the Board not less than ten (10) days, nor more than thirty (30) days after receipt of the written request. Notice of special meetings shall specify the general nature of the business to be undertaken and that no other business may be transacted.

Section 4.06. Quorum The presence at any meeting, in person or by written proxy, of Owners entitled to vote at least fifty percent (50%) of the total votes of the Association shall constitute a quorum. If any meeting cannot be held because a quorum is not present, the Owners present, either in person or by proxy, may, except as otherwise provided by law, adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called, at which meeting the quorum requirement shall be the presence, in person or by written proxy, of Owners entitled to vote at least twenty-five percent (25%) of the total votes of the Association. If twenty-five percent (25%) of the total votes of the Association are not present at the adjourned meeting, in person or by written proxy, the Owners present, either in person or by written proxy, may, except as otherwise provided by law, adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the adjourned meeting was called, at which meeting those Owners present, either in person or by written proxy, shall constitute a quorum. If a time and place for the adjourned meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is not fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to Owners in the manner prescribed for annual or special meetings, as applicable. The Owners present at each meeting shall select a chairman to preside over the meeting and a secretary to transcribe minutes of the meeting. Unless otherwise expressly provided, any action authorized hereunder may be taken at any meeting of such Owners upon the affirmative vote of Owners having a majority of a quorum of the voting power present at such meeting in person or by proxy.

Section 4.07. Suspension of Membership Rights The Board shall have the authority to suspend the membership rights of any Owner, including the right to vote at any meeting of the members, for any period during which the payment of any assessment against the Lot owned by such Owner remains delinquent, it being understood that any suspension for nonpayment of any assessment shall not

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constitute a waiver or discharge of the Owner's obligation to pay the assessments provided for herein.

Section 4.08. Classes of Voting Membership The Association shall have two (2) classes of voting membership as follows:

(a) **Class A.** Class A members shall be all Owners (with the exception of Declarant for so long as there exists a Class B membership). Class A members shall be entitled to cast one vote for each Lot owned and subject to assessment.

(b) **Class B.** The Class B member shall be Declarant. Declarant shall be entitled to cast three (3) votes for each Lot owned. Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earliest:

(1) Seven (7) years from the date of close of escrow of the first lot sold to a retail purchaser subject to this Declaration; or

(2) When the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership.

Section 4.09. Transfer of Membership Except as permitted by this Declaration or the Bylaws, membership in the Association shall not be transferred, pledged or assigned. Any attempted transfer, other than as permitted above, shall be deemed a prohibited transfer, shall be void, and shall not be reflected as a transfer upon the Association's books and records.

Section 4.10. Duty of Association The Association shall have the sole and exclusive right and duty to manage, operate, control, repair, replace and restore the Association Property, all as more fully set forth in the Bylaws.

Section 4.11. Non-Liability of Members In discharging their duties and responsibilities, the members' actions shall be on behalf of and as the representatives of the Association which shall, in turn, be on behalf of and as the representative of the Owners, and no member shall be individually or personally liable for performance or failure of performance of such member's duties and responsibilities unless an act or omission involves intentional misconduct, fraud or a knowing violation of law.

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ARTICLE VCOVENANT FOR MAINTENANCE ASSESSMENTS TO ASSOCIATIONSection 5.01. Creation of Liens and Personal Obligations

Each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association such (i) regular assessments, and (ii) special assessments as may be established in the Bylaws. The regular and special assessments, together with interest, costs, late payment charges and reasonable attorneys' fees, shall be a charge on the Lots, as the case may be, and appurtenances thereto, and shall be a continuing lien upon the Lot and appurtenances thereto against which each such assessment is made. Each such assessment, together with interest, costs, late payment charges and reasonable attorneys' fees, shall also be the personal obligation of each person who was an Owner of a Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in interest unless expressly assumed by them. The initial maximum annual assessment shall be One Hundred Eighty Dollars (\$180.00) per Lot.

Section 5.02. Rate of Assessments

Both regular and special assessments of the Association shall be borne equally by all Owners. Assessments may be collected on a monthly basis or as otherwise determined by the Association.

Section 5.03. Effect of Nonpayment of Assessments; Remedies of the Association Any installment of a regular or special assessment shall be delinquent if not paid within ten (10) days of the due date as established by the Board. The Board shall be authorized to adopt a system pursuant to which any installment of a regular or special assessment not paid within ten (10) days after the due date shall bear interest at the rate determined by the Board, commencing ten (10) days from the due date until paid. In addition, the Board may require the delinquent Owner to pay a reasonable late charge to compensate the Association for increased bookkeeping, billing, and other administrative costs. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Association Property or abandonment of such Owner's Lot. If any installment of an assessment is not paid within ten (10) days after its due date, the Board may mail an acceleration notice to the Owner and to each first Mortgagee of a Lot which has requested a copy of the notice. The notice shall specify (1) the fact that the installment is delinquent, (2) the action required to cure the default, (3) a date, not less than thirty (30) days from the date the notice is mailed to the Owner, by which such default must be cured, and (4) that failure to cure the default on or before the date specified

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in the notice may result in acceleration of the balance of the installments of such assessment for the then current fiscal year and sale of the Lot. If the delinquent installment or installments of any assessment and any charges thereon are not paid in full on or before the date specified in the notice, the Board at its option may declare all of the unpaid balance of such assessment levied against such Owner and such Owner's Lot for the current fiscal year to be immediately due and payable and without further demand may enforce the collection of the full assessment and all charges thereon in any manner authorized by law and this Declaration.

Section 5.04. Notice of Assessment No action shall be brought to enforce any assessment lien created herein, unless a "Notice of Assessment" is deposited in the United States mail, certified or registered, postage prepaid, to the Owner of the Lot and a copy thereof has been recorded by the Association. Said Notice of Assessment must state (a) the amount of the assessment and interest, costs (including attorneys' fees) and penalties, (b) a description of the Lot against which the assessment was made, and (c) the name of the record Owner of the Lot. The Notice of Assessment shall be signed and acknowledged by an officer of the Association. The lien shall continue until fully paid or otherwise satisfied.

Section 5.05. Foreclosure Sale A sale to foreclose a Association lien may be conducted by the Association, its agent or attorney in any manner permitted by law. The Association shall have the power to bid on the Lot at the foreclosure sale, and to acquire and hold, lease, mortgage or convey the same. Upon completion of the foreclosure sale, an action may be brought by the Association or the purchaser at the sale in order to secure occupancy of the defaulting Owner's Lot, and the defaulting Owner shall be required to pay the reasonable rental value of such Lot during any period of continued occupancy by the defaulting Owner or any persons claiming under the defaulting Owner. No sale to foreclose an assessment lien may be conducted until (1) the Association, its agent or attorney has first executed and recorded a notice of default and election to sell the Lot or cause its sale ("Notice of Default") to satisfy the assessment lien, and (2) the delinquent Owner or such Owner's successor in interest has failed to pay the amount of the delinquent assessment and interest, late fees, costs (including attorneys' fees) and expenses incident to its enforcement for a period of sixty (60) days. Such sixty (60) day period shall commence on the first day following the day upon which the Notice of Default is recorded and a copy thereof is mailed by certified mail with postage prepaid to the Owner or such Owner's successor in interest at his address, if the address is known, and otherwise to the address of the Lot. The Notice of Default must describe the deficiency in payment. The Association, its agent or attorney shall, after the expiration of such sixty (60) day period and before the foreclosure sale, give notice of the

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time and place of the sale in the manner and for a time not less than that required by law for the sale of real property upon execution, except that a copy of the notice of sale must be mailed on or before the first publication or posting by certified mail with postage prepaid to the Owner or such Owner's successor in interest at his address if known, and otherwise to the address of the Lot.

Section 5.06. Curing of Default Upon the timely curing of any default for which a Notice of Assessment was filed by the Association, the officers thereof shall record an appropriate "Release of Lien", upon payment by the defaulting Owner of a reasonable fee to cover the cost of preparing and recording such release. A certificate executed and acknowledge by two (2) members of the Board stating the indebtedness secured by the liens upon any Lot created hereunder shall be conclusive upon the Association and the Owners as to the amount of such indebtedness as of the date of the certificate, in favor of all persons who rely thereon in good faith. Such certificate shall be furnished to any Owner upon request at a reasonable fee, to be determined by the Board.

Section 5.07. Priority of Assessment Lien The lien of the assessments, including interest, late fees and costs (including attorneys' fees), provided for herein shall be subordinate to the lien of any first Mortgage upon any Lot. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to judicial or nonjudicial foreclosure of a first Mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from lien rights for any assessments thereafter becoming due. When the beneficiary of a first Mortgage of record or other purchaser of a Lot obtains title pursuant to a judicial or nonjudicial foreclosure of the first Mortgage, such person, his successors and assigns, shall not be liable for assessments by the Association chargeable to such Lot which became due prior to the acquisition of title to such Lot by such person. Such unpaid assessments shall be collectible from all of the Lots subject to assessment, including the Lot belonging to such person, his successors or assigns.

Section 5.08. Capital Contributions to the Association Upon acquisition of record title to a Lot from a Declarant, such Owner shall contribute to the capital of the Association an amount equal to one-sixth (1/6) of the amount of the then regular annual assessment for the Lot. This amount shall be deposited by the buyer into the purchase and sale escrow and disbursed therefrom to the Association. Within six (6) months after the close of the first sales escrow of a Lot by Declarant, Declarant shall pay to the Association an amount equal to one-sixth (1/6) of the then regular assessment for all unsold Lots. Upon the close of escrow of any Lot for which Declarant prepaid the capital contribution,

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escrow shall remit to the Declarant the capital contribution collected from the Owner.

Section 5.09. Obligations of Declarant Until the close of escrow for the first Lot sold by Declarant to a member of the home-purchasing public, Declarant shall pay all costs and expenses incurred by the Association.

ARTICLE VI

ARCHITECTURAL CONTROL

Section 6.01. Required Approvals No building, fence, wall, or other structure or improvement shall be commenced, erected, placed, or altered upon any Lot, until the location and complete plans and specifications showing the nature, kind, shape, height and materials, including the color scheme, have been submitted to and approved in writing as to harmony of external design and location to surrounding structures and topography by the Board or by an architectural committee appointed by the Board and composed of three (3) representatives. In the event the Board or its designated committee fails to approve or disapprove such locations, plans and specifications, or other requests within sixty (60) days after the submission thereof to it, then such approval will not be required, provided that any structure or improvement so erected or altered conforms to all of the conditions and restrictions herein contained, and is in harmony with similar structures erected within the Development. No alteration shall be made in the exterior color, design or openings of any building or other construction undertaken unless prior written approval of the alteration shall have been obtained from the Board or its designated committee. The grade, level or drainage characteristics of any Lot shall not be altered without the prior written approval of the Board or its designated committee. The Association or its designated committee shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and the Development generally. The Board or its designated committee shall take into consideration the aesthetic aspects of the architectural design, placement of buildings, topography, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes. Anything herein to the contrary notwithstanding, approval by the Board or its designated committee is not exclusive and all plans and specifications required to be approved by Clark County, Nevada, whether through the building permit process or

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otherwise, shall be so approved prior to the commencement of any work.

Section 6.02. Garages Garages shall not be converted into living area without the approval of the Board or the architectural committee.

Section 6.03. Roofs Nothing shall be mounted on a roof without the approval of the Board or the architectural committee. All satellite dishes, antennae, air conditioner and/or heating systems shall be ground-mounted and shall not extend above the wall surrounding any Lot.

Section 6.04. Parking No boats, recreational vehicles, trucks larger than one ton or trailers shall be parked on any street within the Properties for more than twenty-four hours. If said vehicles are parked on a Lot, they shall be screened from view.

Section 6.05. Front Yards Owners shall landscape their front yards within six months of obtaining record title to a Lot from Declarant and shall maintain, repair and replace such landscaping such that it is in a safe and attractive condition. No landscaping shall be installed until plans are approved by the architectural committee.

Section 6.06. Animals No animals, fowl, reptiles, poultry, fish or insects of any kind ("Animals") shall be raised, bred or kept on any Lot, except that a reasonable number of dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, nor in unreasonable quantities nor in violation of any applicable local ordinance or any other provision of this Declaration. "Unreasonable quantities" shall ordinarily mean more than two (2) pets per household. Animals belonging to Owners, occupants or their licensees, tenants or invitees within the Properties must be either kept within an enclosure, an enclosed yard or on a leash or other restraint being held by a person capable of controlling the Animal. Furthermore, to the extent permitted by law, any Owner shall be liable to each and all remaining Owners, their families, guests, tenants and invitees, for any unreasonable noise or damage to person or property caused by any Animals brought or kept within the Properties by an Owner or by members of his family, his tenants or his guests.

Section 6.07. Nuisances No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere within the Properties, and no odor shall be permitted to arise therefrom so as to render the Properties or any portion thereof unsanitary, unsightly, or offensive from any public or private street or from any other Lot. No noise or other nuisance shall be permitted to

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exist or operate upon any portion of a Lot so as to be offensive or detrimental to any other Lot in the Properties or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles or other items which may unreasonably disturb other Owners or their tenants shall be located, used or placed on any portion of the Properties. Alarm devices used exclusively to protect the security of a Lot and its contents, shall be permitted, provided that such devices do not produce annoying sounds or conditions as a result of frequently occurring false alarms.

Section 6.08. Signs No sign, poster, billboard, advertising device or other display of any kind shall be displayed so as to be visible from outside any Lot without the approval of the Board or the architectural committee, except such signs of customary and reasonable dimensions as may be displayed on each Lot advertising the Lot for sale or lease.

Section 6.09. Interpretation All questions of interpretation or construction of any of the terms or conditions in this Article shall be resolved by the Board or its designated committee, and its decision shall be final, binding and conclusive on all of the parties affected.

Section 6.10. Violations In the event a violation of these restrictions exists, or in the event of the failure of any Owner to comply with a written directive or order from the Board or its designated committee, then in such event, the Board shall have the right and authority to perform the subject matter of such directive or order, including, if necessary, the right to enter upon the Lot, and the cost of such performance shall be charged to the Owner of the Lot in question, which cost shall be due within five (5) days after receipt of written demand therefor, and the amount thereof shall become a lien upon the Lot enforceable in the same manner as set forth in this Declaration with respect to assessments.

Section 6.11. No Waiver The approval of the Board or its designated committee to any proposals or plans and specifications or drawings for any work done or proposed or in connection with any other matter requiring the approval and consent of the Board, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matter whatever, subsequently or additionally submitted for approval or consent.

Section 6.12. No Liability Neither Declarant nor the Association, the Board or its designated committee, nor any member

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thereof, nor their duly authorized representatives shall be liable for any loss, damage or injury arising out of, or in any way connected with, the performance of duties under this Article, unless due to fraud, intentional misconduct or a knowing violation of law.

Section 6.13. Temporary Structures No movable or permanent structure of any kind shall be placed on any Lot without the prior written permission of the Board, except such temporary structures and facilities as may be placed by Declarant in the course of construction of improvements within the Development.

Section 6.14. Diligently Prosecuting Work The work of constructing and erecting any building or other structure shall be prosecuted diligently from the commencement thereof and the same shall be complete within a reasonable time, in accordance with the requirements herein contained, provided, however, that the time for completion shall be extended by the period of delays in construction caused by strikes, inclement weather or other causes beyond the control of the Owner.

Section 6.15. Applicability to Declarant Nothing in this Article regarding obtaining architectural approval shall apply to Declarant.

ARTICLE VII

UTILITY EASEMENTS

There is hereby created a blanket easement upon, across, over and under the Properties, including Association Property and each Lot, for purposes of ingress, egress, installation, replacement, repair, and maintenance of utility and service lines and systems, by Declarant, its contractors and subcontractors and agents and employees of the providing utility or service company, including but not limited to, gas, electricity, communication, sewer, telephone, television, and water.

ARTICLE VIII

INSURANCE

Section 8.01. Hazard Insurance The Association shall obtain and maintain in effect for (i) any improvements located on Association Property, insurance against loss by fire and the risks covered by a standard all risk of loss perils insurance policy under an extended coverage casualty policy in the amount of the maximum insurable replacement value thereof, and (ii) all personalty owned by the Association, insurance with coverage in the

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maximum insurable fair market value of such personalty as determined annually by an insurance carrier selected by the Board. Insurance proceeds for improvements to Association Property and personalty owned by the Association shall be payable to the Association. In the event of any loss, damage or destruction, the Association may cause the same to be replaced, repaired or rebuilt. In the event the cost of such replacement, repair or rebuilding of the Association Property (a) exceeds the insurance proceeds available therefor, or (b) no insurance proceeds are available therefor, the deficiency may be assessed to the Owners as a special assessment.

Section 8.02. Liability Insurance The Association shall obtain and maintain in effect public liability insurance in the name of the Association and against any liability for personal injury or property damage resulting from any occurrence in or about the Association Property and the property described in Exhibit D attached hereto and incorporated herein in an amount not less than \$1,000,000 with respect to the claim of one (1) person in one (1) accident or event and not less than \$2,000,000 with respect to claims of two (2) or more persons in one (1) accident or event, and not less than \$100,000 for damage to property.

Section 8.03. Inspection of Policies Copies of all insurance policies obtained by the Association (or certificates thereof showing the premiums thereon to have been paid) shall be retained by the Association and open for inspection by Owners at any reasonable time. All such insurance policies shall (i) provide that they shall not be cancelled by the insurer without first giving at least ten (10) days prior notice in writing to the Association and to each holder of a first mortgage listed on a schedule to the policies and (ii) contain a waiver of subrogation by the insurer(s) against the Association.

Section 8.04. Premiums and Proceeds Insurance premiums for any such blanket insurance coverage obtained by the Association and any other insurance deemed necessary by the Association shall be an expense to be included in the repair and special assessments levied by the Association. The Board is granted the authority to negotiate and settle with insurance carriers.

Section 8.05. Bond; Additional Insurance The Board may also obtain such errors and omissions insurance, indemnity bonds, fidelity bonds and other insurance as it deems advisable, insuring the Board and the officers of the Association against any liability for any act or omission in carrying out their obligations hereunder, or resulting from their membership on the Board or on any committee thereof. However, fidelity bond coverage which names the Association as an obligee must be obtained by or on behalf of the Association for any person or entity handling funds of the Association, including, but not limited to, officers, directors,

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trustees, employees or agents of the Association, whether or not such persons are compensated for their services, in an amount not less than the estimated maximum of funds, including reserve funds, in the custody of any such person at any given time during the term of each bond. However, in no event may the aggregate amount of such bonds be less than the sum equal to one-fourth (1/4) of the annual assessments on all Lots in the Properties, plus reserve funds.

ARTICLE IX

CONDEMNATION

In the event the Association Property or any portion thereof shall be taken for public purposes by condemnation as a result of any action or proceeding in eminent domain, or shall be transferred in lieu of condemnation to any authority entitled to exercise the power of eminent domain, then the award or consideration for such taking or transfer shall be paid to and belong to the Association. The Association is granted the authority to negotiate and settle with the condemning authority.

ARTICLE X

MAINTENANCE AND LANDSCAPING RESPONSIBILITIES

Section 10.01. Association Property Maintenance The Association shall maintain, repair and replace the Association Property and all improvements thereon. The Association shall also maintain, repair and replace landscaping of the Association Property and the landscaping of the property designated as landscaping easements on the final map of Mirada at Pebble Canyon and the final map of Vistara at Pebble Canyon such that it is in a safe and attractive condition.

Section 10.02. Restoration of Association Property Any restoration or repair of Association Property after partial condemnation or damage due to an insurable event, shall be performed substantially in accordance with this Declaration and original plans and specifications unless otherwise approved by Eligible Mortgage Holders and Eligible Insurers or Guarantors of at least fifty-one percent (51%) of the Lots subject to Eligible Mortgage Holders and Eligible Insurers or Guarantors.

Section 10.03. Owner Maintenance Each Owner shall keep and maintain in good repair and appearance all portions of such Owner's Lot and improvements thereon, including, but not limited to, any fence which is on the Lot line and the residence located on such Owner's Lot. The Owner of each Lot shall water, weed, maintain and

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care for the landscaping located on such Owner's Lot so that the same presents a neat and attractive appearance. No Owner shall, however, maintain or change any portion of such Owner's Lot which is covered by a maintenance easement in favor of the Association or any other nonprofit owners' association.

Section 10.04. Right of Entry The Association shall have the right to enter upon any Lot in connection with any maintenance, repair or construction in the exercise of the powers and duties of the Association; provided the Association first gives reasonable notice of such entry to the Owner of such Lot. Any damage caused by an entry upon a Lot shall be repaired at the expense of the entering party.

ARTICLE XI

RIGHTS OF MORTGAGEES

Section 11.01. Payments of Taxes or Premiums by Mortgagees Mortgagees may, jointly or severally, pay taxes or other charges which are in default and which may or have become a charge against the Association Property, unless such taxes or charges are separately assessed against the Owners, in which case, the rights of Mortgagees shall be governed by the provisions of their Mortgages. Mortgagees may, jointly or severally, also pay overdue premiums on casualty insurance policies, or secure new casualty insurance policies, or secure a new casualty insurance coverage on the lapse of a policy covering Association Property, and Mortgagees making such payments shall be entitled to immediate reimbursement thereof from the Association. Entitlement to such reimbursement shall be reflected in an agreement in favor of any Mortgagee who requests the same to be executed by the Association.

Section 11.02. Approval of First Mortgagees Unless at least sixty-seven percent (67%) of the first Mortgagees (based on one vote for each first Mortgage owned) have given their prior written approval, the Association shall not be entitled to:

(a) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Association Property or this Declaration (but the granting of easements for public utilities or for other public purposes shall not be deemed a transfer within the meaning of this Section.

(b) Change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner.

(c) By act or omission, change, waive or abandon any scheme or regulations, or enforcement thereof, pertaining to the

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architectural design or exterior appearance of residences, the exterior maintenance of residences, the maintenance of the Association Property, walks or common fences and driveways, or the upkeep of lawns and plantings in the Properties.

(d) Fail to maintain fire and extended coverage insurance on the Association Property on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value.

(e) Use hazard insurance proceeds for losses to any portion of the Association Property for other than the repair, replacement or reconstruction of Association Property.

An Eligible Mortgage Holder who receives a written request to approve an amendment, addition, or deletion, who does not respond in writing within thirty (30) days of the request, shall be deemed to have approved the amendment, addition or deletion.

Section 11.03. Notice to Eligible Mortgage Holders and Eligible Insurers or Guarantors Upon written request for notice delivered to the Association identifying the name and address of the Eligible Mortgage Holder, Eligible Insurer or Guarantor and the Lot address, each Eligible Mortgage holder and each Eligible Insurer or Guarantor will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Properties or any Lot on which there is a loan held, insured or guaranteed by such Eligible Mortgage Holder or Eligible Insurer or Guarantor.

(b) Any delinquency in the payment of Association assessments or charges owed by an Owner subject to a loan held, insured or guaranteed by such Eligible Mortgage Holder or Eligible Insurer or Guarantor which remains uncured for a period of sixty (60) days.

(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

(d) Any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders and Eligible Insurers of Guarantors as specified herein.

Section 11.04. Documents to be Available to Mortgagees The Association shall make available to Owners, Mortgagees, and Eligible Insurers or Guarantors of any first Mortgage, current copies of this Declaration, the Bylaws, other rules concerning the use of the Association Property and its books, records and financial statements. The term "available" means available for

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inspection, upon request, during normal business hours or under other reasonable circumstances. The holders of fifty-one percent (51%) or more of first Mortgages shall be entitled to have an audited statement for the immediately preceding fiscal year prepared at their expense if one is not otherwise available. Any such financial statement so requested shall be furnished within a reasonable time following such request.

Section 11.05. Mortgagee Protection A breach by an Owner of any of the covenants, conditions and restrictions contained herein shall not affect, impair, defeat or render invalid the lien, charges or encumbrance of any first Mortgage made for value which may then exist on any Lot, provided, however, that in the event of a foreclosure of any such first Mortgage, or if the holder of the note secured by such first Mortgage acquires title to a Lot in any manner whatsoever in satisfaction of the indebtedness, then the purchaser at the foreclosure sale or note holder acquiring title in lieu thereof shall, upon acquiring title, become subject to each and all of the covenants, conditions and restrictions contained herein, but free from the effects of any breach occurring prior thereto.

ARTICLE XII

ENFORCEMENT

Section 12.01. Parties Entitled to Enforce The Declarant, (so long as Declarant owns a Lot in the Properties), the Association, and any Owner shall have the right to enforce all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by this Declaration.

Section 12.02. Remedies Cumulative No right, power or remedy conferred upon or reserved to any person is exclusive of any other right, power or remedy set forth or reserved in this Declaration or otherwise afforded by law or in equity; but each and every right, power and remedy shall be cumulative to and concurrent with each and every other right, power and remedy now or hereafter provided in this Declaration, by law or in equity.

Section 12.03. No Waiver The failure by any person to enforce any provision of this Declaration shall not constitute or be deemed a waiver of the right of any other person to do so. Further, the failure by any person or all persons to enforce any provision of this Declaration shall not constitute or be deemed a waiver of the right to do so by any person on account of any subsequent occasion for any similar, identical or unrelated violation.

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ARTICLE XIIIGENERAL PROVISIONS

Section 13.01. Severability Invalidation of any one of these covenants or restrictions by judgment or a court order shall not effect any other provisions, which shall remain in full force and effect.

Section 13.02. Amendment

(a) Except as may otherwise be stated in this Declaration, this Declaration may be amended at any time and from time to time by an instrument in writing signed by members of the Association entitled to exercise a majority of the voting power of the Association. An amendment shall become effective upon the recording thereof with the Office of the County recorder of Clark County, Nevada.

(b) Anything contained herein to the contrary notwithstanding, no material amendment may be made to this Declaration without the prior written consent of Eligible Mortgage Holders whose Mortgages encumber fifty-one percent (51%) or more of the Lots. An Eligible Mortgage Holder who receives a written request to approve an amendment, addition, or deletion, who does not respond in writing within thirty (30) days of the request, shall be deemed to have approved the amendment, addition or deletion.

Section 13.03. Violation of Law Any violation of laws, ordinances or regulation of any state, county or other local authority having jurisdiction over the Properties is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth in this Declaration.

Section 13.04. Delivery of Notices and Documents Any written notice or other documents relating to or required by this Declaration may be delivered either personally or by mail. If by mail, notice shall be deemed to have been given twenty four (24) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to an Owner at the address of any Lot or to any other address last furnished by an Owner to the Association.

Section 13.05. Acceptance; Binding Effect By acceptance of a deed, lease or document of conveyance, or acquiring any ownership interest in any of the real property included within this Declaration, each person binds such person and such person's heirs, personal representatives, successors, transferees and assigns to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and

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any amendment hereto. In addition, each such person by so doing hereby acknowledges that this Declaration sets forth a general scheme for the improvement and development of the real property covered hereby and evidences such person's intent that all the restrictions, conditions, covenants, rules and regulations contained in this Declaration, as amended, shall run with the land and be binding on all subsequent and future owners, lessees, grantees, purchasers, assignees and transferees of property subject to this Declaration. Furthermore, each such person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive and enforceable by the various subsequent and future Owners.

Section 13.06. Headings; Construction

(a) The headings and captions which have been used throughout this Declaration have been inserted for convenience of reference only and do not constitute words to be construed in interpreting this Declaration.

(b) Words of any gender used in this Declaration shall be construed to include any other gender and words in the singular number shall include the plural, and visa versa, unless the context requires otherwise.

(c) Words such as "herein", "hereof", "hereby", and "hereunder", when used in this Declaration shall refer to this Declaration as a whole unless a specific provision of this Declaration is expressly identified.

Section 13.07. Annexation to Association Property Declarant may transfer to the Association additional Association Property and the Association shall accept title and the obligation to maintain and repair the same.

Section 13.07. Litigation; Attorney Fees In the event any person or entity shall commence litigation to enforce any of the covenants, conditions or restrictions herein contained, the prevailing party in such litigation shall be entitled to costs of suit and such attorneys' fees as the court may adjudge reasonable and proper.

Section 13.09. Declarant's Exemption Declarant is undertaking the work of construction of residential dwellings and incidental improvements upon the Properties. The completion of that work, and the sale, rental and other disposal of the dwellings is essential to the establishment and welfare of the Development as a residential community. In order that said work may be completed and the Lots established as a fully occupied residential community as rapidly as possible, nothing in this Declaration shall be understood or construed to:

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(a) Prevent Declarant, its contractors or subcontractors from doing on the Lots whatever is reasonably necessary or advisable in connection with the completion of said work, or

(b) Prevent Declarant or its representatives from erecting, constructing and maintaining on any Lot such structures as may be reasonable and necessary for the conduct of its business of completing said work and establishing the Lots as a residential community and disposing of the same by sale, lease or otherwise, or

(c) Prevent Declarant from conducting on any Lot the business of completing said work and of establishing a plan of disposing of the Lots by sale, lease or otherwise, or

(d) Prevent Declarant from maintaining such sign or signs, flags, poles, banners, parking, advertisements and other facilities attendant to sales, leasing and other marketing activities on any of the Lots or the Association Property as may be necessary for the sale, lease or disposition thereof.

The rights of Declarant provided for herein shall terminate when all of the Lots subject to this Declaration are sold to retail purchasers or seven (7) years from the date of close of escrow of the first Lot sold to a retail purchaser subject to this Declaration, whichever shall first occur.

Section 13.10. Actions Requiring Approval of U.S. Department of Veterans Affairs So long as there is a Class B membership, the following actions will require the prior approval of the U. S. Department of Veterans Affairs:

(a) Annexation or deannexation of additional property in accordance with Article II;

(b) Any merger or consolidation of the Association;

(c) Any special assessment; or

(d) Any amendment to the Declaration (a draft of any amendment shall be submitted to the U.S. Department of Veterans Affairs for its approval prior to recordation.)

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IN WITNESS WHEREOF, the undersigned, being the Declarant and legal owner of all of the real property comprising the Development, has executed this Declaration as of November 6, 1991.

PEBBLE CANYON LIMITED PARTNERSHIP,
a Nevada limited partnership

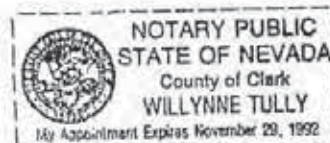
By: Pacific Properties and
Development Corporation,
a Nevada corporation,
general partner

By: [Signature]
Gene C. Morrison
Its: [Signature] Vice President

STATE OF NEVADA)
 : ss
COUNTY OF CLARK)

On this 6 day of Nov, 1991, personally appeared before, me, a notary public, Gene C. Morrison, (personally known) (proven) to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.

[Signature]
NOTARY PUBLIC



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EXHIBIT A

I. Vistara at Pebble Canyon

That portion of the North Half (N1/2) of Section 24, Township 22 South, Range 61 East, M.D.M., Clark County, Nevada, more particularly described as Vistara at Pebble Canyon as shown by map thereof recorded June 14, 1991, as Instrument No. 01144 in Book 49, Page 94 of Plats, in the Official Records of the County Recorder, Clark County, Nevada.

II. Mirada at Pebble Canyon

That portion of the North Half (N1/2) of Section 24, Township 22 South, Range 61 East, M.D.M., Clark County, Nevada, more particularly described as Mirada at Pebble Canyon as shown by map thereof recorded May 22, 1991, as Instrument No. 00668 in Book 49, Page 65 of Plats, in the Official Records of the County Recorder, Clark County, Nevada.

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EXHIBIT B

ANNEXABLE AREA

PARCEL ONE (1):

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

PARCEL TWO (2):

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

PARCEL THREE (3):

The North Half (N 1/2) of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 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.

PARCEL FOUR (4):

The North Half (N 1/2) of the Northeast Quarter (NE 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.

PARCEL FIVE (5):

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

EXCEPTING the interest in the North Thirty (30) feet and the East Thirty (30) feet and that certain spandrel area located at the Southwest (SW) corner of Pecos Road and Agate Avenue, as conveyed to Clark County for road purposes by Deed recorded July 31, 1979 in Book 1095 of Official Records, Clark County, Nevada Records as Document No. 1054011.

PARCEL SIX (6):

The West Half (W 1/2) of the North Half (N 1/2) of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of the Northeast

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Quarter (NE 1/4) of Section 24, Township 22 South, Range 61 East, M.D.B. & M.

EXCEPTING the interest in the North Thirty (30) feet and the West Thirty (30) feet of that certain spandrel area located in the Southeast (SE) corner of Manhattan Road and Agate Avenue, as conveyed to Clark County for road purposes by Deed recorded July 31, 1979 in Book 1095 of Official Records as Document No. 1054011.

PARCEL SEVEN (7):

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

PARCEL EIGHT (8):

The South Half (S 1/2) of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/2) of the Northeast Quarter (NE 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.

EXCEPTING THEREFROM all that portion lying within the exterior boundary of VISTARA AT PEBBLE CANYON, as shown by map thereof on file in Book 49 of Plats, Page 94, in the Office of the County Recorder of Clark County, Nevada.

EXCEPTING THEREFROM all that portion conveyed to Clark County for road purposes by Deed recorded May 20, 1991 in Book 910520 as Document No. 00819, Official 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 NINE (9):

The South Half (S 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.

PARCEL TEN (10):

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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 (11):

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 (12):

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 (13):

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 (14):

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.

ML/6863-157
080891/01/1

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 INST: 01962
FEE: 37.00 RPTT: .00

EXHIBIT 16

EXHIBIT 16

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

Inst #: 201209200001446
Fees: \$18.00
N/C Fee: \$0.00
09/20/2012 11:18:50 AM
Receipt #: 1313851
Requestor:
NORTH AMERICAN TITLE COMPAN
Recorded By: ANI Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

Accommodation

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, 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.

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 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.

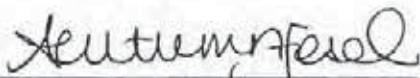
That by reason thereof, the Association has deposited with said agent such documents as the Covenants Conditions and Restrictions and documents evidencing the obligations secured thereby, and declares all sums secured thereby due and payable and elects to cause the property to be sold to satisfy the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

EXHIBIT 17

EXHIBIT 17



RECORDING COVER PAGE

Must be typed or printed clearly in black ink only.

APN# 177-24-514-043
11 digit Assessor's Parcel Number may be obtained at:
<http://redrock.co.clark.nv.us/assrrealprop/owner.aspx>

Inet #: 201302070000892
Fees: \$18.00
N/C Fee: \$0.00
02/07/2013 09:34:04 AM
Receipt #: 1488994
Requestor:
NORTH AMERICAN TITLE COMPAN
Recorded By: RNS Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

TITLE OF DOCUMENT (DO NOT Abbreviate)

NOTICE OF FORECLOSURE SALE

Title of the Document on cover page must be EXACTLY as it appears on the first page of the document to be recorded.

Recording requested by:

NORTH AMERICAN TITLE COMPANY

Return to:

Name NORTH AMERICAN TITLE COMPANY

Address 8485 W. SUNSET ROAD #111

City/State/Zip LAS VEGAS, NV 89113

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.

P:\Recorder\Foms 12_2010

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

NAS # N71869

Accommodation 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

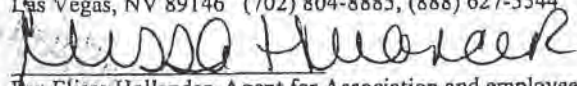

By: Elissa Hollander, Agent for Association and employee of
Nevada Association Services, Inc.

EXHIBIT 18

EXHIBIT 18

Inst #: 201303060001648
Fees: \$18.00 N/C Fee: \$0.00
RPTT: \$20.40 Ex: #
03/06/2013 11:35:06 AM
Receipt #: 1522804
Requestor:
NORTH AMERICAN TITLE SUNSET
Recorded By: DXI Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER

Please mail tax statement and
when recorded mail to:
S F R Investments Pool 1, LLC
5030 Paradise Rd., B-214
Las Vegas, NV 89119

FORECLOSURE DEED

APN # 177-24-514-043
North American Title #38131

NAS # N71869

The undersigned declares:

Nevada Association Services, Inc., herein called agent (for the Pebble Canyon HOA), was the duly appointed agent under that certain Notice of Delinquent Assessment Lien, recorded August 3, 2012 as instrument number 0002972 Book 20120803, in Clark County. The previous owner as reflected on said lien is Robert M Hawkins, Christine V Hawkins. Nevada Association Services, Inc. as agent for Pebble Canyon HOA does hereby grant and convey, but without warranty expressed or implied to: S F R Investments Pool 1, LLC (herein called grantee), pursuant to NRS 116.31162, 116.31163 and 116.31164, all its right, title and interest in and to that certain property legally described as: SEASONS AT PEBBLE CANYON, PLAT 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

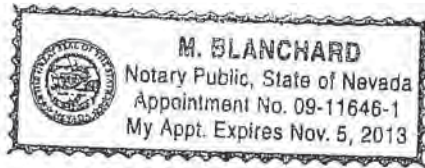
STATE OF NEVADA)
COUNTY OF CLARK)

On March 1, 2013, before me, M. Blanchard, personally appeared Elissa 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

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
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 [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 / N71869
8485 W. Sunset Road #111 _____ State: _____ Zip: _____
Las Vegas, NV 89113 _____

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

EXHIBIT 19

EXHIBIT 19

DISTRICT COURT
CLARK COUNTY, NEVADA

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION, a national
association,

Plaintiff,

vs.

CASE NO.
A-13-692304-C

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

Defendants.

///



DEPOSITION OF SUSAN MOSES

30(b)(6) Deposition of Nevada Association Services

Taken at the offices of Ballard Spahr, LLP

on Thursday, May 12, 2016

at 12:53 p.m.

at 100 N. City Parkway, Suite 1750
Las Vegas, Nevada

Reported by: Denise R. Kelly, CCR #252, RPR

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

3 Counterclaimant,

4 vs.

5 JPMORGAN CHASE BANK, NATIONAL
6 ASSOCIATION, a national
7 association, ROBERT M. HAWKINS,
8 an individual; CHRISTINE V.
9 HAWKINS, an individual; DOES
10 1-10 and ROE BUSINESS ENTITIES
11 1 through 10, inclusive,

12 Counter-Defendant/
13 Cross-Defendants.
14 /

1 APPEARANCES:

2 For Plaintiff/
3 Counterdefendant:RUSSELL J. BURKE, ESQ.
BALLARD SPAHR, LLP
100 N. City Parkway
Suite 1750
Las Vegas, Nevada 891065 For Defendant
6 Counterclaimant:CHANTEL M. SCHIMMING, ESQ.
TRELLA PERKINS-McLEAN, ESQ.
KIM GILBERT EBRON
7625 Dean Martin Drive
Suite 110
Las Vegas, Nevada 891399
10
11 * * * * *12
13
14 INDEX

15 WITNESS

PAGE

16 SUSAN MOSES

Examination by Mr. Burke

6

17 Examination by Ms. Schimming

51

18
19 INFORMATION TO BE SUPPLIED
20 None
21
22
23
24
25

1 BY MR. BURKE:

2 Q. Do you know whose handwritten notes these
3 are on this document?

4 A. No.

5 Q. Do you see it says there were two bidders?

6 A. Yes.

7 Q. Do you know who the other bidder was other
8 than SFR?

9 A. No.

10 Q. At this time in March of 2013, did NAS
11 typically catalog that information?

12 A. I don't believe so.

13 Q. Do you know if they do so now?

14 A. I don't know.

15 Q. Would Chris know?

16 A. You can ask him.

17 Q. Will you turn to 191, please.

18 A. Okay.

19 MR. BURKE: Can we mark this Exhibit 22.

20 (Plaintiff's Exhibit No. 22 marked.)

21 BY MR. BURKE:

22 Q. Do you recognize this document?

23 A. Yes.

24 Q. What is this document?

25 A. It's a copy of Receipt of Funds.

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

That I reported the taking of the deposition of the witness, SUSAN MOSES, commencing on Thursday, May 12, 2016, at the hour of 12:53 p.m.

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.

There being no request by the deponent or party to read and sign the deposition transcript, under Rule 30(e) signature is deemed waived. The original transcript will be forwarded to Russell Burke, Esq.

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

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

Dated this 20th day of May, 2016.

James R. Keller

Denise R. Kelly
CCR #252, RPR

EXHIBIT 20

EXHIBIT 20

MAR 16 2013

Hawkins, Robert
3263 Morning Springs Drive

Pebble Canyon HOA

Account No.:40570

NAS #N71869

**Assessments, Late Fees, Interest,
Attorneys Fees & Collection Costs**

	<u>Quarterly</u>	<u>CURRENT</u>	<u>TOTAL</u>
Qty	Present Rate	NAS FEES	NAS COSTS
<i>Dates of Delinquency:</i>	1/1/2011	1/1/2011	1/1/2011
01/01/2011-3/1/2013	3/1/2013	3/1/2013	3/1/2013
Balance Forward	0.00	0.00	0.00
Assessment Amount	48.00	0.00	0.00
No. of Periods Delinquent	7	0	0
Total Assessments Due	336.00	0.00	0.00
Late fee amount	10.00	0.00	0.00
No. of Periods Late Fees Incurred	25	0	0
Total Late Fees Due	250.00	0.00	0.00
Interest Due	0.00	0.00	0.00
Violations (Started 10/18/2011)	6200.00	0.00	0.00
Mgmt Intent to Lien	0.00	0.00	0.00
Misc: Balance Due Notice	15.00	0.00	0.00
Management Co. Fee/ Admin Fee	200.00	0.00	0.00
Transfer Fee	0.00	0.00	0.00
Demand Letter	0.00	135.00	0.00
Notice of Delinquent Assessment			
Lien/Violations Lien	0.00	325.00	0.00
Release of Notice of Delinquent Assessment			
Lien/Violations Lien	0.00	0.00	0.00
Mailing	0.00	128.00	189.76
Recording Costs	0.00	0.00	87.00
Intent to Notice of Default	0.00	75.00	0.00
Payment Plan Fee	0.00	0.00	0.00
Payment Plan Breach Letters	0.00	0.00	0.00
Escrow Demand Fee	0.00	0.00	0.00
Notice of Default Fees	0.00	400.00	0.00
Title Report	0.00	0.00	0.00
Property Report	0.00	0.00	195.00
Notice of Sale Fee	0.00	250.00	0.00
Posting & Publication Cost	0.00	0.00	0.00
Publication Cost	0.00	0.00	346.67
Posting & Serving Service Cost	0.00	0.00	75.00
Courier	0.00	0.00	0.00
Postponement of Sale	0.00	0.00	0.00
Conduct Foreclosure Sale	0.00	125.00	0.00
Prepare/Record Deed	0.00	85.00	0.00
Property Transfer Tax	0.00	0.00	20.40
Misc: Foreclosure Fee	0.00	150.00	0.00
Subtotals	\$7001.00	\$1673.00	\$913.83

<u>Credit</u>	<u>Date</u>	<u>Type</u>	<u>Amount</u>	<u>Payment Credits</u>	<u>Amount</u>
Back-out Violations	1/28/2013	Violations	(6200.00)	Assessments/Violations	(0.00)
			(0.00)	Interest	(0.00)
				Late charges	(0.00)
				Management Co	(0.00)
OTHER CREDITS				NAS Fees	(0.00)
TOTAL			(6200.00)	NAS Costs	(0.00)

PAYMENTS TOTAL 0.00

TOTAL 3387.83

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.

EXHIBIT C

AFFIDAVIT OF CUSTODIAN OF RECORDS

STATE OF NEVADA

Case No.: A-13-692804-C

COUNTY OF CLARK

ss:

AFFIANT, being first duly sworn, deposes and says:

1. That Affiant is the COMMUNITY MANAGER (position or title) of Pebble Canyon Homeowners Association ("HOA") and in the capacity as COMMUNITY MANAGER (position or title), is a custodian of the records of the HOA.

2. That HOA is licensed to do business as a HOMEOWNERS ASSOCIATION in the State of NEVADA.

3. That on the 14 day of March, 2016, the HOA 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 Affiant 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 the HOA.

6. As the duly authorized representative and custodian of records of the HOA, I attest that these records are trustworthy to the best of my knowledge.

Executed on: 3/31/16

[Signature]
AFFIANT

SUBSCRIBED and SWORN to before me
this 31st day of MAR, 2016.

Elaine C. Peterson
NOTARY PUBLIC

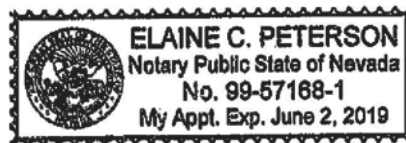


EXHIBIT 21

EXHIBIT 21



PEBBLE CANYON HOA
Taylor Association Management Centennial
5550 Painted Mirage Rd #330
Las Vegas, NV 89149-4584

Robert and Christine Hawkins
4138 Ridgewood Ave.
Las Vegas, NV 89120

Property Address: 3263 Morning Springs Dr.
Account #: 50674

3-1-13
stop fines
Its A
foreclosed

Code	Date	Amount	Balance	Check#	Memo
Balance Forward:		0.00			
Violation Fine	10/18/2011	100.00	100.00		dead/dying lawn
Violation Fine	1/17/2012	100.00	200.00		weekly fine
Violation Fine	1/24/2012	100.00	300.00		weekly fine
Violation Fine	1/31/2012	100.00	400.00		weekly fine
Violation Fine	2/7/2012	100.00	500.00		weekly fine
Violation Fine	2/14/2012	100.00	600.00		weekly fine
Violation Fine	2/21/2012	100.00	700.00		weekly fine
Violation Fine	2/28/2012	100.00	800.00		weekly fine
Violation Fine	3/6/2012	100.00	900.00		weekly fine
Violation Fine	3/13/2012	100.00	1,000.00		weekly fine
Violation Fine	3/20/2012	100.00	1,100.00		weekly fine
Violation Fine	3/27/2012	100.00	1,200.00		weekly fine
Violation Fine	4/3/2012	100.00	1,300.00		weekly fine
Violation Fine	4/10/2012	100.00	1,400.00		weekly fine
Violation Fine	4/17/2012	100.00	1,500.00		weekly fine
Violation Fine	4/24/2012	100.00	1,600.00		weekly fine
Violation Fine	5/1/2012	100.00	1,700.00		weekly fine
Violation Fine	5/8/2012	100.00	1,800.00		weekly fine
Violation Fine	5/15/2012	100.00	1,900.00		weekly fine
Violation Fine	5/22/2012	100.00	2,000.00		weekly fine
Violation Fine	5/29/2012	100.00	2,100.00		weekly fine
Violation Fine	6/5/2012	100.00	2,200.00		weekly fine
Violation Fine	6/12/2012	100.00	2,300.00		weekly fine
Violation Fine	6/19/2012	100.00	2,400.00		weekly fine
Violation Fine	6/26/2012	100.00	2,500.00		weekly fine
Violation Fine	7/3/2012	100.00	2,600.00		weekly fine
Violation Fine	7/10/2012	100.00	2,700.00		weekly fine
Violation Fine	7/17/2012	100.00	2,800.00		weekly fine
Violation Fine	7/24/2012	100.00	2,900.00		weekly fine
Violation Fine	7/31/2012	100.00	3,000.00		weekly fine
Violation Fine	8/7/2012	100.00	3,100.00		weekly fine
Violation Fine	8/14/2012	100.00	3,200.00		weekly fine

PEBBLE CANYON HOA
Taylor Association Management Centennial
5550 Painted Mirage Rd #330
Las Vegas, NV 89149-4584

Code	Date	Amount	Balance	Check#	Memo
Violation Fine	8/21/2012	100.00	3,300.00		weekly fine
Violation Fine	8/28/2012	100.00	3,400.00		weekly fine
Violation Fine	9/4/2012	100.00	3,500.00		weekly fine
Violation Fine	9/11/2012	100.00	3,600.00		weekly fine
Violation Fine	9/18/2012	100.00	3,700.00		weekly fine
Violation Fine	9/25/2012	100.00	3,800.00		weekly fine
Violation Fine	10/2/2012	100.00	3,900.00		weekly fine
Violation Fine	10/9/2012	100.00	4,000.00		weekly fine
Violation Fine	10/16/2012	100.00	4,100.00		weekly fine
Violation Fine	10/23/2012	100.00	4,200.00		weekly fine
Violation Fine	10/30/2012	100.00	4,300.00		weekly fine
Violation Fine	11/6/2012	100.00	4,400.00		weekly fine
Violation Fine	11/13/2012	100.00	4,500.00		weekly fine
Violation Fine	11/20/2012	100.00	4,600.00		weekly fine
Violation Fine	11/27/2012	100.00	4,700.00		weekly fine
Violation Fine	12/4/2012	100.00	4,800.00		weekly fine
Violation Fine	12/11/2012	100.00	4,900.00		weekly fine
Violation Fine	12/18/2012	100.00	5,000.00		weekly fine
Violation Fine	12/18/2012	100.00	5,100.00		weekly fine
Violation Fine	12/25/2012	100.00	5,200.00		weekly fine
Violation Fine	12/25/2012	100.00	5,300.00		weekly fine
Violation Fine	1/1/2013	100.00	5,400.00		weekly fine
Violation Fine	1/8/2013	100.00	5,500.00		weekly fine
Violation Fine	1/15/2013	100.00	5,600.00		weekly fine
Violation Fine	1/22/2013	100.00	5,700.00		weekly fine
Violation Fine	1/29/2013	100.00	5,800.00		weekly fine
Violation Fine	2/5/2013	100.00	5,900.00		weekly fine
Violation Fine	2/12/2013	100.00	6,000.00		weekly fine
Violation Fine	2/19/2013	100.00	6,100.00		weekly fine
Violation Fine	2/26/2013	100.00	6,200.00		weekly fine
Current	30 - 59 Days	60 - 89 Days	>90 Days	Balance: 6,200.00	
300.00	500.00	600.00	4,800.00		

EXHIBIT C

AFFIDAVIT OF CUSTODIAN OF RECORDS

STATE OF NEVADA

Case No.: A-13-692804-C

COUNTY OF CLARK

ss:

AFFIANT, being first duly sworn, deposes and says:

1. That Affiant is the COMMUNITY MANAGER (position or title) of Pebble Canyon Homeowners Association ("HOA") and in the capacity as COMMUNITY MANAGER (position or title), is a custodian of the records of the HOA.

2. That HOA is licensed to do business as a HOMEOWNERS ASSOCIATION in the State of NEVADA.

3. That on the 14 day of March, 2016, the HOA 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 Affiant 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 the HOA.

6. As the duly authorized representative and custodian of records of the HOA, I attest that these records are trustworthy to the best of my knowledge.

Executed on: 3/31/16

[Signature]
AFFIANT

SUBSCRIBED and SWORN to before me
this 31st day of MAR, 2016.

Elaine C. Peterson
NOTARY PUBLIC

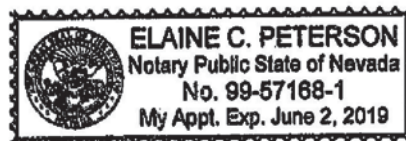


EXHIBIT 22

EXHIBIT 22



Statement

Statement on HOA Super-Priority Lien Foreclosures

FOR IMMEDIATE RELEASE

4/21/2015

Title 12 United States Code Section 4617(j)(3) states that, while the Federal Housing Finance Agency acts as Conservator, “[no] property of the Agency shall be subject to levy, attachment, garnishment, foreclosure, or sale without the consent of the Agency.” This law precludes involuntary extinguishment of Fannie Mae or Freddie Mac liens while they are operating in conservatorships and preempts any state law that purports to allow holders of homeownership association (HOA) liens to extinguish a Fannie Mae or Freddie Mac lien, security interest, or other property interest.

As noted in our December 22, 2014 statement on certain super-priority liens, FHFA has an obligation to protect Fannie Mae's and Freddie Mac's rights, and will aggressively do so by bringing or supporting actions to contest HOA foreclosures that purport to extinguish Enterprise property interests in a manner that contravenes federal law. Consequently, FHFA confirms that it has not consented, and will not consent in the future, to the foreclosure or other extinguishment of any Fannie Mae or Freddie Mac lien or other property interest in connection with HOA foreclosures of super-priority liens.

12/22/2014: Statement of the Federal Housing Finance Agency on Certain Super-Priority Liens

###

The Federal Housing Finance Agency regulates Fannie Mae, Freddie Mac and the 12 Federal Home Loan Banks. These government-sponsored enterprises provide more than \$5.6 trillion in funding for the U.S. mortgage markets and financial institutions. Additional information is available at www.FHFA.gov, on Twitter [@FHFA](https://twitter.com/FHFA), YouTube and LinkedIn.

Contacts:

Media: Corinne Russell (202) 649-3032 / Stefanie Johnson (202) 649-3030

Consumers: Consumer Communications or (202) 649-3811

© 2015 Federal Housing Finance Agency

EXHIBIT 23

EXHIBIT 23

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

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: priesth@ballardspahr.com

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

9
10 DISTRICT COURT
CLARK COUNTY, NEVADA

11 JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION, a national association,

CASE NO. A-13-692304-C

12 Plaintiff,

DEPT NO. XXIV

13 vs.

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

Defendants.

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

19 Counter-Claimant,

20 vs.

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

24 Counter-Defendant/Cross-
25 Defendants.

26
27 PLAINTIFF'S DESIGNATION OF INITIAL EXPERT WITNESS
28

Pursuant to N.R.C.P. 16.1(a)(2), JPMorgan Chase Bank, N.A., ("Chase") hereby discloses its expert witness:

NAME	TESTIMONY
Craig Morley Nevada License A.0003469-CG Morley & McConkie, LC 393 E. Riverside Drive, Suite 102, St. George, UT 8479	Mr. Morley is designated as an expert witness and will testify regarding his expert knowledge of the facts and circumstances at issue in this matter including, but not limited to, the valuation of the subject property.

Mr. Morley's fee for the expert report is \$400 and Mr. Morley will charge \$250 an hour for expert witness testimony. Other information for the expert witness including qualifications, testimony information, and report are described as follows and attached as Exhibit A:

DOCUMENT	BATE STAMP
An Appraisal of 3263 Morning Springs Dr., Henderson, NV 89074	Chase-Hawkins_Expert0001 - 0022
Mr. Morley's curriculum vitae, including a list of cases in which Mr. Morley has testified as an expert within the proceeding four years.	Chase-Hawkins_Expert0023 - 0032

Chase reserves the right to supplement its expert disclosure if additional responsive information is discovered.

Chase further reserves the right to call any expert witness identified by any other party in this case, and further reserves the right to call any expert witness this case for purposes of rebuttal or impeachment.

DATED this 2 day of February, 2016.

BALLARD SPAHR LLP

By: 

Abran E. Vigil
Lindsay C. Demaree
Holly Ann Priest
BALLARD SPAHR LLP
100 North City Parkway, Suite 1750
Las Vegas, Nevada 89106-4617
Attorneys for Plaintiff and Counter-
Defendant JPMorgan Chase Bank N.A.

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

CERTIFICATE OF MAILING

I HEREBY CERTIFY that on the 2 day of February 2016, and pursuant to NRCP 5(b), a true and correct copy of the foregoing PLAINTIFF'S DESIGNATION OF INITIAL EXPERT WITNESS, was served to the parties following in the manner set forth below:

HOWARD C. KIM, ESQ.
Nevada Bar No. 10386
DIANA S. CLINE, ESQ.
Nevada Bar No. 10580
JACQUELINE A. GILBERT, ESQ.
Nevada Bar No. 10593
KIM GILBERT EBRON
7625 Dean Martin Drive, Suite 110
Las Vegas, Nevada 89139
Phone: (702) 485-3300
Fax: (702) 485-3301
Attorneys for SFR Investments Pool, LLC

☐ HAND DELIVERY

☐ E-MAIL TRANSMISSION

☐ U.S. MAIL, POSTAGE PREPAID

☒ Via the Wiznet E-Service-generated "Service Notification of Filing" upon all counsel set up to receive notice via electronic service in this matter


An employee of BALLARD SPAHR LLP

EXHIBIT A

EXHIBIT A

APPRAISAL OF REAL PROPERTY



LOCATED AT

3263 Morning Springs Dr
Henderson, NV 89076
SEASIDE AT PEBBLE CANYON LOT 50 BLOCK 10

FOR

Balford Spahr, LLP
100 North City Parkway, Suite #1750
Las Vegas, NV 89105

OPINION OF VALUE

123,000

AS OF

09/01/2013

BY

Craig Morley
Morley & McConde, LLC
1180 N Town Center, Suite 100
Las Vegas, NV 89144
(702) 830-0626
mm@mls100.com

Borrower	NA	File No.	CA116011
Property Address	3063 Morning Springs Dr		
City	Henderson	County	Clark
		State	NV
Lender/Client	Hollard Spohn, LLP	Zip Code	89074

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January 22, 2016

Holly Priest
Ballard Spahr
100 N City Parkway Ste 1750
Las Vegas, NV 89106

Owner: Hawkins, Robert M & Christine V (As of Effective Date of Value)

SUBJECT: 3263 Morning Springs Dr
Henderson, NV 89074
APN 177-24-514-043

Ms. Priest,

At your request, Accurly Valuation/Marley & McConkie has prepared an appraisal to provide an opinion of the market value of the above referenced property. The appraisal assignment is to provide an opinion of market value on a retrospective basis as of the date of a HOA foreclosure proceeding that took place where the property sold with Foreclosure Deed dated March 6, 2013 by Nevada Association Services Inc representing Pebble Canyon HOA for \$3,700 to SFR Investment Pool 1, LLC. Prior to that sale the property had not been offered for sale in the MLS. Prior to that sale the property had not been sold in the three years prior to the effective date of value nor was there any evidence that the property had been offered for sale within the year prior to the effective date of value.

The purpose of the appraisal is to provide an opinion of value with the valuation premise based on Market Value as commonly defined by Fannie Mae and as defined by FIRREA, OCC, FDIC. An essential element of market value is that a competent marketing effort is made where the property is exposed to the market for an adequate period of time in the open market making prospective buyers aware that the property is available for sale. The appraisal is based on the premise that clear title could be provided at the time of sale. The client is the intended user of the appraisal. The appraisal is intended to be used by the client in a litigation proceeding associated with the HOA foreclosure sale where market value at the time of the sale is to be determined. No other intended use or users are intended.

The property that is the subject of this appraisal consists of a detached single family rambler styled house located in a PUD subdivision in the Green Valley area of Henderson. The house was reported to have been built in 1993 and contains 1,292 square feet of finished living area with three bedrooms and two bathrooms plus an attached two car garage. The improvements are situated on a 5,130 sf site situated on the south side of a public street where the site backs the I-215 roadway.

The appraisal is made with the extraordinary assumption that the improvements are in at least average condition at the time of the appraisal with no significant deferred maintenance. Any change in the condition rating could impact the value conclusion. The inspection is made after the effective date of value based on a drive by inspection of the property.

Based on the analysis contained in the report, my opinion of market value of the property is as follows:

Appraisal Premise	Interest Appraised	Date of Value	Opinion of Value
As Is	Fee Simple	03/01/2013	\$123,000

Data, information, and calculations leading to the opinion of value are incorporated in the report following this letter. The report, in its entirety including all assumptions and condition, is an integral part of, and inseparable from, this letter.

The following appraisal sets forth the most pertinent data gathered, the techniques employed, and the reasoning leading to the opinion of value. The analyses, opinions and conclusions were developed based on, and this report has been prepared in conformance with, our interpretation of the guidelines and recommendations set forth in the Uniform Standards of Professional Appraisal Practice (USPAP), the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal.

The report was prepared for and may be relied upon by the client and stated intended users set forth in the appraisal report, but it's not intended for any other use or users other than those specified herein.

The market value opinion is predicated upon an exposure time of 1 to 3 months, based upon available market data and assumes adequate marketing time and exposure to the market, with a competent marketing effort and are subject to the underlying assumptions and limiting conditions contained in the attached report.

Respectfully submitted,

Accurity Valuation
MORLEY & McCONKIE LC



Craig Morley, GAA MNAA NV License #A.0003469-CG
Expires 01/31/2018 State Certified General Appraiser

SUBJECT		PROPERTY ADDRESS: 3263 Morning Springs Dr		City: Henderson		State: NV		Zip Code: 89074	
ASSIGNMENT		Legal Description: SEASONS AT PEBBLE CANYON LOT 50 BLOCK 10		Assessor's Parcel #: 177-24-514-143		Owner: (if applicable) N/A		Map Reference: 29820	
MARKET AREA DESCRIPTION		Tax Year: 2013		RE Taxes: \$ 1,425		Special Assessments: \$ 0		Census Tract: 325319	
The purpose of this appraisal is to develop an opinion of:		<input checked="" type="checkbox"/> Market Value (as defined), or		other type of value (describe)		<input checked="" type="checkbox"/> Retrospective		<input type="checkbox"/> Prospective	
This report reflects the following value (if not current, see comments):		Current (the Inspection Date is the Effective Date)							
Approaches developed for this appraisal:		<input checked="" type="checkbox"/> Sales Comparison Approach		<input type="checkbox"/> Cost Approach		<input type="checkbox"/> Income Approach		(See Reconciliation Comments and Scope of Work)	
Property Rights Appraised:		<input checked="" type="checkbox"/> Fee Simple		<input type="checkbox"/> Leasehold		<input type="checkbox"/> Leased Fee		Other (describe)	
Intended Use:		Market Value in an HOA Foreclosure litigation case to measure market value prior to the HOA sale.							
Intended User(s) (by name or type):		Bedford Sports LLP representing their clients and the court.							
Client:		Bedford Sports LLP		Address: 100 North City Parkway, Suite #1150, Las Vegas, NV 89106					
Appraiser:		Craig Morley		Address: 1180 N Town Center, Suite 103, Las Vegas, NV 89144					
Location:		<input checked="" type="checkbox"/> Urban		<input checked="" type="checkbox"/> Suburban		<input type="checkbox"/> Rural		Predominant Occupancy	
Built up:		<input checked="" type="checkbox"/> Over 75%		<input type="checkbox"/> 25-75%		<input type="checkbox"/> Under 25%		<input checked="" type="checkbox"/> One-Unit Housing	
Growth rate:		<input type="checkbox"/> Rapid		<input checked="" type="checkbox"/> Stable		<input type="checkbox"/> Slow		PRICE AGE	
Property values:		<input checked="" type="checkbox"/> Increasing		<input type="checkbox"/> Stable		<input type="checkbox"/> Declining		S(000) (yr)	
Demand supply:		<input type="checkbox"/> Shortage		<input checked="" type="checkbox"/> In Balance		<input type="checkbox"/> Over Supply		90 Low 10	
Marketing time:		<input checked="" type="checkbox"/> Under 3 Mos.		<input type="checkbox"/> 3-6 Mos.		<input type="checkbox"/> Over 6 Mos.		100 High 30	
		<input checked="" type="checkbox"/> Vacant (>5%)		<input type="checkbox"/> Vacant (>5%)		<input type="checkbox"/> Vacant (>5%)		190 Prod 20	
Market Area Boundaries: Description and Market Conditions (including support for the above characteristics and trends):		The neighborhood is defined as the area west of Eastern Ave. north of E215, west of Green Valley Parkway and south of Windmill Parkway. Seasons at Pebble Canyon is an established single family residential subdivision located in the Green Valley area of Henderson that contains one and two story small to mid sized homes that tend to be average quality with the subdivision bounded on the south by the southern Parkway. Commercial services are found along Eastern Ave and Green Valley Parkway including Pebble Marketplace commercial center with pockets of commercial services on Windmill Parkway. Schools are within a mile with the area fairly well built out. Market conditions as of the effective date of value were starting to improve after a deep recession when prices had seen significant declines. There were still a number of distressed sales taking place as of the effective date, but with gradual upward movement in prices. Prices saw significant increases after the effective date of value.							
Dimensions:		57x90		Site Area: 5,130 sq ft.		Description:		Single family residential 8 units per acre	
Zoning Description:		R-2		Zoning Compliance:		<input checked="" type="checkbox"/> Legal		<input type="checkbox"/> Legal nonconforming (grandfathered)	
Are COERs applicable?		<input checked="" type="checkbox"/> Yes		<input type="checkbox"/> No		<input type="checkbox"/> Unknown		Have the documents been reviewed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Highest & Best Use as improved:		<input checked="" type="checkbox"/> Present use, or		<input type="checkbox"/> Other use (specify)		Ground Rent (if applicable):		\$	
Actual Use as of Effective Date:		Single Family Residential		Use as appraised in this report:		Single Family Residential			
Summary of Highest & Best Use:		The improvements are permitted by zoning. The improvements are physically possible and financially feasible and consistent with the productive use of the site. As of the effective date of the appraisal the improvements represent the highest and best use of the site.							
Utilities:		Public		Other		Off-site Improvements		Type	
Electricity:		<input checked="" type="checkbox"/>		<input type="checkbox"/>		Street		Asphalt	
Gas:		<input checked="" type="checkbox"/>		<input type="checkbox"/>		Curb/Gutter		Concrete	
Water:		<input checked="" type="checkbox"/>		<input type="checkbox"/>		Sidewalk		Concrete	
Sanitary Sewer:		<input checked="" type="checkbox"/>		<input type="checkbox"/>		Street Lights		Post	
Storm Sewer:		<input checked="" type="checkbox"/>		<input type="checkbox"/>		Alley		None	
Other site elements:		<input type="checkbox"/> Inside Lot		<input type="checkbox"/> Corner Lot		<input type="checkbox"/> Out of Base		Underground Utilities <input checked="" type="checkbox"/> Other (describe)	
FEMA Special Flood Hazard Area:		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		FEMA Flood Zone:		FEMA Map #:		33003-2590F	
Site Comments:		The site is situated on the south side of the street with the site being level, near street grade with good overall physical features. The site backs the 1-215 easement berm with the roadway above the elevation of the site. Proximity to 1-215 is an interior site feature when compared to homes with a typical residential neighborhood setting. NOTE actual site dimensions are used with some rounding difference between actual site size and the size reported on county records.							
General Description		# of Units: 1		<input type="checkbox"/> Assoc. Unit		Foundation		Slab	
# of Stories:		1				Exterior Walls		Stucco/Avg	
Type:		<input checked="" type="checkbox"/> Det		<input type="checkbox"/> Att		Roof Surface		Tile/Avg	
Design (Style):		Rambler				Outlets & Switches:		Aluminum/Avg	
<input checked="" type="checkbox"/> Existing		<input type="checkbox"/> Proposed		<input type="checkbox"/> Und. Cons.		Window Type		Fixed/Slider/Avg	
Actual Age (Yrs.):		12				Storm Sewer:		Yes/Avg	
Effective Age (Yrs.):		20				Foundation		Slab	
Interior Description		Floors:		Carpet/Tile/Avg		Appliances:		Refrigerator	
Walls:		Drywall/Avg				Range/Oven:		<input checked="" type="checkbox"/> Drop Star	
Trim/Finish:		Wood/Avg				Disposal:		<input checked="" type="checkbox"/> Built-in	
Bath Floor:		Tile/Avg				Bathwasher:		<input checked="" type="checkbox"/> Doorway	
Bath/Walkout:		FC/Avg				Fan/Hood:		<input checked="" type="checkbox"/> Floor	
Doors:						Microwave:		<input type="checkbox"/> Heated	
						Washer/Dryer:		<input type="checkbox"/> Finished	
Amenities:		Fireplace(s) #:		1		Woodstove(s) #:			
Car Storage:		Garage		# of cars: 2		Total:			
Finished area above grade contains:		5 Rooms		3 Bedrooms		2 Bath(s)		1,292 Square Feet of Gross Living Area Above Grade	
Additional features:		Full fenced yard, full landscaping, fireplace.							
Describe the condition of the property (including physical, functional and external obsolescence):		The house is a small three bedroom, two bathroom average quality rambler styled house. The unit is assumed to have been in average condition as of the effective date of value with no significant adverse physical features.							

My research <input type="checkbox"/> did <input checked="" type="checkbox"/> did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.				
Data Source(s): County Records				
1st Prior Subject Sale/Transfer				
Date:	Analysis of sale/transfer history and/or any current agreement of sale/transfer: The property had not sold in the three years prior to the effective date of value. The property was sold with a Foreclosure Deed March 6, 2013 by Nevada Association Services Inc representing Pebble Canyon HOA for \$3,750 to SFR Investment Pool I, LLC. Prior to that sale the property had not been offered for sale in the MLS.			
Price:				
Source(s):				
2nd Prior Subject Sale/Transfer				
Date:				
Price:				
Source(s):				
SALES COMPARISON APPROACH TO VALUE (if developed) The Sales Comparison Approach was not developed for this appraisal.				
FEATURE	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2	COMPARABLE SALE # 3
Address	3263 Morning Springs Dr Henderson, NV 89074	3247 Morning Springs Dr Henderson, NV 89074	9037 Trumpet Ct Henderson, NV 89074	9024 Trumpet Ct Henderson, NV 89074
Proximity to Subject		0.02 miles SW	0.10 miles NW	0.09 miles NW
Sale Price	\$	\$ 123,500	\$ 135,000	\$ 145,000
Sale Price/GIA	\$	\$ 95.57 /sq ft	\$ 88.18 /sq ft	\$ 94.71 /sq ft
Data Source(s)		GLVAR#1265362DOM 9	GLVAR#1231086DOM 14	GLVAR#1249036DOM 4
Verification Source(s)		Site Realty	First Prime Realty Group	BHHS Nevada Properties
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION +/- \$ Adjust	DESCRIPTION +/- \$ Adjust	DESCRIPTION +/- \$ Adjust
Sales or Financing Concessions		Arms Length Cash 0	Short Conv 0	Short FHA 0
Date of Sale/Time		11/14/2012	11/09/2012	08/01/2012
Rights Appraised	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Location	Residential/Avg	Residential/Avg	Residential/Avg	Residential/Avg
Size	5,150 Sq Ft	5,227 sq ft	4,792 sq ft	5,662 sq ft
View	Back 215	Back 215	Residential/Avg	Residential/Avg
Design (Style)	Rambler	Rambler	2 Story SW	2 Story SW
Quality of Construction	Stucco/Avg	Stucco/Avg	Stucco/Avg	Stucco/Avg
Age	17	20	20	20
Condition	Average	Average	Average	Average
Above Grade	Size Acres	Size Acres	Size Acres	Size Acres
Room Count	5 3 2	5 3 2	6 3 2.5	6 3 2.5
Gross Living Area	1,292 sq ft	1,292 sq ft	1,531 sq ft	1,531 sq ft
Basement & Finished Rooms Below Grade	0/0	0/0	0/0	0/0
Functional Utility	Average	Average	Average	Average
Heating/Cooling	CAC/PWA	CAC/PWA	CAC/PWA	CAC/PWA
Energy Efficient Items	Ins/Thermo	Ins/Thermo	Ins/Thermo	Ins/Thermo
Garage/Carport	Car 2	Car 2	Car 2	Car 2
Porch/Patio/Deck	CPT CPT	CPT CPT	CPT CPT	CPT CPT
Features	FP1	FP1	FP1	FP1
Yard Improvements	FF FL	FF FL	FF FL	FF FL
Net Adjustment (Total)		+ - \$	+ X - \$ -14,060	+ X - \$ -14,060
Adjusted Sale Price of Comparables		Net 0.0 % Gross 0.0 % \$ 123,500	Net 10.4 % Gross 16.3 % \$ 120,940	Net 9.7 % Gross 15.2 % \$ 130,940
Summary of Sales Comparison Approach A total of five closed sales are selected with four sales having closed as of the effective date of value with comparable 5 under contract as of the effective date. Comparable 1 is judged to be the most reliable sale in determining market value for the subject as of the effective date. Comparable 1 is the same model, back 215 and was an arms length sale. Comparable 2 and 3 are large two story homes on typical view lots where both transactions were short sales. Two story homes typically cost less per square foot to build and generally sell at a lower price per square foot all other things being equal with an approximate \$3/SF adjustment applied to reflect the design difference. Homes with a typical residential view are rated as superior to the subject by \$7,000 which is approximately 5% to reflect the adverse influence of backing the freeway. The sales pretty well bracket the influence of the freeway view adjustment. Comparable was an REO property that was reported as being in fair condition with an adjustment made to reflect that difference.				
The final opinion of value is most closely tied to Comparable 1 with the other sales providing an indicated range of value with a reasonable range.				
Indicated Value by Sales Comparison Approach \$ 123,000				

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ADDITIONAL COMPARABLE SALES

A-13-692304-C

File No.: CM16011

FEATURE	SUBJECT	COMPARABLE SALE # 4	COMPARABLE SALE # 5	COMPARABLE SALE # 6
Address	3263 Morning Springs Dr Henderson, NV 89074	2360 Morning Springs Dr Henderson, NV 89074	2451 Avenida Catalina Henderson, NV 89074	
Proximity to Subject		0.02 miles E	0.37 miles E	
Sale Price	\$	\$ 122,000	\$ 152,000	\$
Sale Price/GLA	\$ /sq ft	\$ 94.47 /sq ft	\$ 116.74 /sq ft	\$ /sq ft
Data Source(s)		GLVAR#1239190-DOM 18	GLVAR#1303889-DOM 80	
Verification Source(s)		Feller Williams So JV	Signature Gallery of Homes	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION +/- \$ Adjust	DESCRIPTION +/- \$ Adjust	DESCRIPTION +/- \$ Adjust
Dates or Financing		REC	REC	
Concessions		FHA/0	Cash/1000	
Date of Sale/Time		06/09/2012	03/29/2013	
Rights Appraised	Fee Simple	Fee Simple	Fee Simple	
Location	Residential/Avg	Residential/Avg	Residential/Avg	
Size	5,130 Sq Ft	5663 sq ft	4,792 sq ft	
View	Backs 215	Residential/Avg -7,000	Backs 215	
Design (Style)	Rambler	Rambler	Rambler	
Quality of Construction	Stucco/Avg	Stucco/Avg	Stucco/Gd -13,000	
Age	17	20	19	
Condition	Average	Fair +7,500	Good -5,000	
Above Grade	Total Rtns Baths	Total Rtns Baths	Total Rtns Baths	Total Rtns Baths
Room Count	5 3 2	5 3 2	5 3 2	
Gross Living Area	1,292 sq ft	1,292 sq ft	1,302 sq ft	sq ft
Basement & Finished	Nil	Nil	Nil	
Roofing Below Grade				
Functional Utility	Average	Average	Average	
Heating/Cooling	CAC/EWA	CAC/EWA	CAC/EWA	
Energy Efficient Items	Ins/Thermo	Ins/Thermo	Ins/Thermo	
Garage/Carport	Gar 2	Gar 2	Gar 2	
Porch/Patio/Dock	CP Pr CPl	CP Pr CPl	CP Pr CPl	
Features	FPI	FPI	FPI	
Yard Improvements	FF FL	FF FL	FF FL	
Net Adjustment (Total)		X + - \$ 500	+ X - \$ -19,000	+ - - \$
Adjusted Sale Price of Comparable		Net 0.4 % Gross 11.9 % \$ 122,500	Net 12.5 % Gross 12.5 % \$ 133,000	Net % Gross % \$

Summary of Sales Comparison Approach

Comparable 4 and 5 are added as additional support with Comparable 5 being a superior quality house that is similar in size and design that backs +215.

SALES COMPARISON APPROACH

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AA_1883

Sales Analysis

File No. CMT5011

Sponsor	NA				
Property Address	3250 Morning Springs Dr				
City	Henderson	County	Clark	State	NV Zip Code 89074
Lender/Client	Ballard Spahn LLP				

ADJUSTMENT ANALYSIS

MARKET CONDITIONS/TIME Market conditions are improving in many segments of the market. Efforts are made to use recent sales. Sales that have closed within the past three months are recent enough that market conditions are not applied. Where there are clear significant upward market trends market condition adjustments are applied to reflect appropriate market condition changes. Otherwise no adjustments are made to the comparable sales to reflect market condition adjustments.

LOCATION Comparable sales are located in similar residential locations with similar market characteristics. The neighborhoods are generally competitive with each other and are considered to be similar enough that a typical buyer would consider properties in both neighborhoods as being competitive with each other even though there may be some distances between the neighborhoods. Location considerations include predominant values, location to recreational and public facilities and the overall market appeal of the respective areas.

PREDOMINANT VALUE The subject neighborhood is not homogeneous, and contains a very wide variety of properties, all of which sell at multiple price points. The predominate price shown on page one indicates the "mode", a statistical term referring to the most frequently occurring variant in a data set, for the neighborhood. This typically has nothing to do with the subject's relationship within the neighborhood, and should not be considered a benchmark for an over or under improvement. The subject's estimate of market value is within the low to high price range for the area (excluding outlying low and highs for the area), and is considered an appropriate improvement for the neighborhood.

PROPERTY RIGHTS APPRAISED Each of the comparable sales involve the sale of the Fee Simple Estate.

SITE Adjustments in this section of the grid reflect differences in the value of the site due to size and physical features such as terrain and/or off site improvements.

VIEW Adjustments are made based on the direct influence attributed the site view or setting. View adjustments can be subjective, but can have a significant impact on value.

QUALITY OF CONSTRUCTION Adjustments for quality take into consideration both the exterior and interior quality of workmanship and materials. As the adjustment is a lump adjustment that considers overall quality differences, exterior views may be somewhat deceptive. While this adjustment can be rather subjective in nature, there is ample market evidence that buyers will pay a premium for quality difference. The comparable sales are all in the same general quality classification.

AGE / CONDITION Age and conditions are evaluated separately with age being adjusted based on the effective age of the property as compared to the actual age. Typically the effective age is lower when remodeling or renovation has occurred. Condition is made to reflect the overall maintenance and appeal to the market based on overall condition. When applicable, age adjustments are based on about 1% per year on the estimated value of the improvements which computes to between .5% to .7% per year of the total sales price. While there may be differences in the actual age as reported on the adjustment grid, where the effective ages are similar no adjustments are applied.

ROOM COUNT/BATHROOMS Typically the market will pay a premium for additional bathrooms. While there can be variation depending on the quality and extent of the bathroom improvements, typically the difference is between \$2,500 to \$5,000 for a full bathroom. Half bathrooms are adjusted accordingly.

GROSS LIVING AREA Size is adjusted on the basis of the square footage difference of the above grade living area. The size adjustment is applied at about 70% of the estimated replacement cost new of the subject property less all forms of obsolescence. Above grade area is adjusted at \$40/SF where there is more than 50 SF difference in living area.

GARAGES AND CARPORTS Adjustments for garages and carports take into consideration two factors, the size of the garage and the number of cars the facility can park. Typically a garage will contribute between \$3,500 to \$10,000 per car depending on the size, finish and quality. Carports tend to be between 50% - 60% of the garage cost. Tandem garages are rated as inferior when compared to side by side three car garages.

EXTRA IMPROVEMENTS Adjustments in this section of the grid consider porches, patios, decks and related improvements that are part of the structure, but not considered in the living area adjustments. This adjustment is made on a net basis considering condition, quality and size.

ON-SITE IMPROVEMENTS This section of the grid takes into consideration improvements such as landscaping, sprinkler systems, fences/walls, pools, etc. While this adjustment can be rather subjective in nature, on site improvements can make a significant difference in the overall value of the property.

Sales Analysis

File No. CM16033

Borrower	NA						
Property Address	3263 Morning Springs Dr						
City	Henderson	County	Clark	State	NV	Zip Code	89074
Lender/Client	Balford Spahr, LLP						

OPINION OF VALUE The final opinion of value is based on the comparable sales that are considered to be most comparable to the subject. Sales selected are judged to be most similar to the subject in overall design, size and market appeal. Less weight is given to sales where the buyers and/or sellers are NOT typically motivated and are only used in the absence of alternative sales data.

PROPERTY SUMMARY

FACTS

- Lot: 5,227 sqft
- Single Family
- Built in 1993
- All time views: 687
- Last sold: Jun 2006 for \$300,000

FEATURES

- Parking: Garage - Attached, 420 sqft

CONSTRUCTION

- Exterior material: Stucco
- Room count: 5
- Stories: 1
- Unit count: 1

OTHER

- Floor size: 1,292 sqft
- Last remodel year: 1993
- Lot depth: 90 ft
- Lot width: 57 ft
- Parcel #: 17724514043
- Pets: Cats, large dogs, small dogs
- Zillow Home ID: 7174622

VALUE TRENDS OVER TIME



PROPERTY TAX HISTORY

YEAR	PROPERTY TAXES	CHANGE	TAX ASSESSMENT	CHANGE
2015	\$1,207	14.3%	\$49,687	+11.5%
2014	\$1,207	-15.3%	\$44,406	+11.3%
2013	\$1,425	-1.9%	\$39,938	-3.0%
2012	\$1,453	+3.2%	\$41,163	-4.6%
2011	\$1,407	+6.5%	\$43,070	-3.7%
2010	\$1,316	-24.6%	\$44,744	-51.2%

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AA_1885

Sales Analysis

File No. CM16011

Borrower	NA				
Property Address	3267 Morning Springs Dr				
City	Henderson	County	Clark	State	NV
Lender/Client	Ballard Spahr, LLP	Zip Code	89074		

SALE AND LISTING HISTORY

DATE	EVENT	PRICE	\$/SQFT	SOURCE
01/08/16	Listing removed	\$1,100/mo	\$0.00	Zillow Rental ...
01/04/16	Listing for rent	\$1,100/mo	\$0.00	Zillow Rental ...
03/06/13	Sold: Foreclosure Auction	\$3,700 -98.8%	\$2	Public Record
06/12/06	Sold	\$300,000 -3.4%	\$232	Public Record
11/10/05	Sold	\$289,000 -18.0%	\$223	Public Record
12/23/04	Sold	\$245,000 -52.2%	\$189	Public Record
04/29/03	Sold	\$161,000 -50.0%	\$124	Public Record
06/04/93	Sold	\$107,000	\$82	Public Record

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Assumptions, Limiting Conditions & Scope of Work

A-13-692334-C

File No. CM16011

Property Address: 3263 Morning Springs Dr	City: Henderson	State: NV	Zip Code: 89074
Client: Ballard Spahr LLP	Address: 100 North City Parkway, Suite #1750, Las Vegas, NV 89106		
Appraiser: Craig Mueler	Address: 1180 N Town Center, Suite 103, Las Vegas, NV 89144		

STATEMENT OF ASSUMPTIONS & LIMITING CONDITIONS

- The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the **title is good and marketable** and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
- The appraiser may have provided a sketch in the appraisal report to show approximate dimensions of the improvements, and any such sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size. Unless otherwise indicated, a Land Survey was not performed.
- If so indicated, the appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
- The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand. Any expert testimony provided is beyond the scope associated with original appraisal fee and will be billed hourly information, deposition, testimony or other analysis of the appraisal required beyond this appraisal.
- The appraiser has noted in the appraisal report any adverse conditions (including, but not limited to, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property, or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property, or adverse environmental conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
- The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
- The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
- If this appraisal is indicated as subject to satisfactory completion, repairs, or alterations, the appraiser has based his or her appraisal report and valuation conclusion on the assumption that completion of the improvements will be performed in a workmanlike manner.
- An appraiser's client is the party (or parties) who engage an appraiser in a specific assignment. Any other party acquiring this report from the client does not become a party to the appraiser-client relationship. Any persons receiving this appraisal report because of disclosure requirements applicable to the appraiser's client do not become intended users of this report unless specifically identified by the client at the time of the assignment.
- The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public, through advertising, public relations, news, sales, or by means of any other media, or by its inclusion in a private or public database.
- An appraisal of real property is not a 'home inspection' and should not be construed as such. As part of the valuation process, the appraiser performs a non-invasive visual inventory that is not intended to reveal defects or detrimental conditions that are not readily apparent. The presence of such conditions or defects could adversely affect the appraiser's opinion of value. Clients with concerns about such potential negative factors are encouraged to engage the appropriate type of expert to investigate.
- In developing this appraisal, the appraiser has incorporated only the Sales Comparison approach. The appraiser has excluded the Cost and Income approaches. The appraiser has determined that this appraisal process is not so limited that the results of the assignment are no longer credible.

Additional Comments (Scope of Work, Extraordinary Assumptions, Hypothetical Conditions, etc.): I have relied on the local Realtor Association MLS as the primary source for comparable sales data with secondary verification of the data from on-line public records.

- The drive by inspection of the property was made after the effective date of the appraisal. The building improvements are assumed to have been in at least average condition as of the effective date of the appraisal and further assumes that there were no adverse physical or functional conditions associated with the subject.
- As retrospective appraisal with the date of value prior to the inspection, MLS pictures of the comparable sales are used as the pictures used in the listing just prior to the sale provide a better representation of the property than current pictures.

The Scope of Work is the type and extent of research and analyses performed in an appraisal assignment that is required to produce credible assignment results, given the nature of the appraisal problem, the specific requirements of the intended user(s) and the intended use of the appraisal report. Reliance upon this report, regardless of how acquired, by any party or for any use, other than those specified in this report by the Appraiser, is prohibited. The Opinion of Value that is the conclusion of this report is credible only within the context of the Scope of Work, Effective Date, the Date of Report, the Intended User(s), the Intended Use, the stated Assumptions and Limiting Conditions, any Hypothetical Conditions and/or Extraordinary Assumptions, and the Type of Value, as defined herein. The appraiser, appraisal firm, and related parties assume no obligation, liability, or accountability, and will not be responsible for any unauthorized use of this report or its conclusions.

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Certifications

A-13-692334-C

File No. CMI6011

Property Address: 3263 Morning Springs Dr	City: Henderson	State: NV	Zip Code: 89074
Client: Ballard Spahr, LLP	Address: 100 North City Parkway, Suite #1750, Las Vegas, NV 89106		
Appraiser: Craig Morley	Address: 1180 N Town Center, Suite 103, Las Vegas, NV 89144		

APPRAISER'S CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The credibility of this report, for the stated use by the stated user(s), of the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- I did not base, either partially or completely, my analysis and/or the opinion of value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property, or of the present owners or occupants of the properties in the vicinity of the subject property.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification.
- The appraised value is based on an exposure time of 30-100 days with an adequate marketing effort to adequately expose the property to prospective buyers.

DEFINITION OF MARKET VALUE:

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

* Adjustments to comparable sales for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by the seller as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property in comparison to financing terms offered by third institutional lenders that is already involved in the property or transaction. Any adjustments should not be calculated on a mechanical dollar for dollar cost of the financing or concessions but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

This definition of market value is obtained from Fannie/Freddie Mac 1004 Appraisal report and is the same as the definition as published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC on June 7, 1994, and in the Interagency Appraisal and Evaluation Guidelines, dated October 27, 1994.

Client Contact: Holly Priest	Client Name: Ballard Spahr, LLP
E-Mail: hpriest@ballardspahr.com	Address: 100 North City Parkway, Suite #1750, Las Vegas, NV 89106
APPRAISER	SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)
 Appraiser Name: Craig Morley Company: Morley & McCorkle, LLC Phone: (702) 930-0426 Fax: (435) 673-7718 E-Mail: nm@mlap.com Date Report Signed: 01/23/2016 License or Certification #: A000349-CQ State: NV Designation: Expiration Date of License or Certification: 01/31/2018 Inspection of Subject: <input type="checkbox"/> Interior & Exterior <input checked="" type="checkbox"/> Exterior Only <input type="checkbox"/> None Date of Inspection: 01/21/2016	Supervisory or Co-Appraiser Name: Company: Phone: Fax: E-Mail: Date Report Signed: License or Certification #: State: Designation: Expiration Date of License or Certification: Inspection of Subject: <input type="checkbox"/> Interior & Exterior <input type="checkbox"/> Exterior Only <input type="checkbox"/> None Date of Inspection:

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USPAP Compliance Addendum

Loan #: A-13-692304-C
File #: CM16011

Borrower:	HA	County/Clrg:	State:	Zip Code:
Property Address:	3263 Morning Springs Dr			
City:	Henderson			
Lender/Client:	Balford Sothe, LLP			

APPRAISAL AND REPORT IDENTIFICATION

This Appraisal Report is one of the following types:

- ☒ Appraisal Report This report was prepared in accordance with the requirements of the Appraisal Report option of USPAP Standards Rule 2-2(a).
- ☐ Restricted Appraisal Report This report was prepared in accordance with the requirements of the Restricted Appraisal Report option of USPAP Standards Rule 2-2(b). The intended user of this report is limited to the identified client. This is a Restricted Appraisal Report and the rationale for how the appraiser arrived at the opinion and conclusions set forth in the report may not be understood properly without the additional information in the appraiser's workfile.

ADDITIONAL CERTIFICATIONS

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The report analyses, opinions, and conclusions are limited only by the reported assumptions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no (or the specified) present or prospective interest in the property that is the subject of this report and no (or specified) personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- This appraisal report was prepared in accordance with the requirements of Title XI of FAREA, and any implementing regulations.

PRIOR SERVICES

- ☒ I have NOT performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- ☐ I HAVE performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.

PROPERTY INSPECTION

- ☐ I have NOT made a personal inspection of the property that is the subject of this report.
- ☒ I HAVE made a personal inspection of the property that is the subject of this report.

APPRAISAL ASSISTANCE

Unless otherwise noted, no one provided significant real property appraisal assistance to the person signing this certification. If anyone did provide significant assistance, they are hereby identified along with a summary of the extent of the assistance provided in the report.

ADDITIONAL COMMENTS

Additional USPAP related issues requiring disclosure and/or any state mandated requirements:

MARKETING TIME AND EXPOSURE TIME FOR THE SUBJECT PROPERTY

- ☒ A reasonable marketing time for the subject property is 30-100 day(s) reflecting market conditions pertinent to the appraisal assignment.
- ☒ A reasonable exposure time for the subject property is 30-100 day(s).

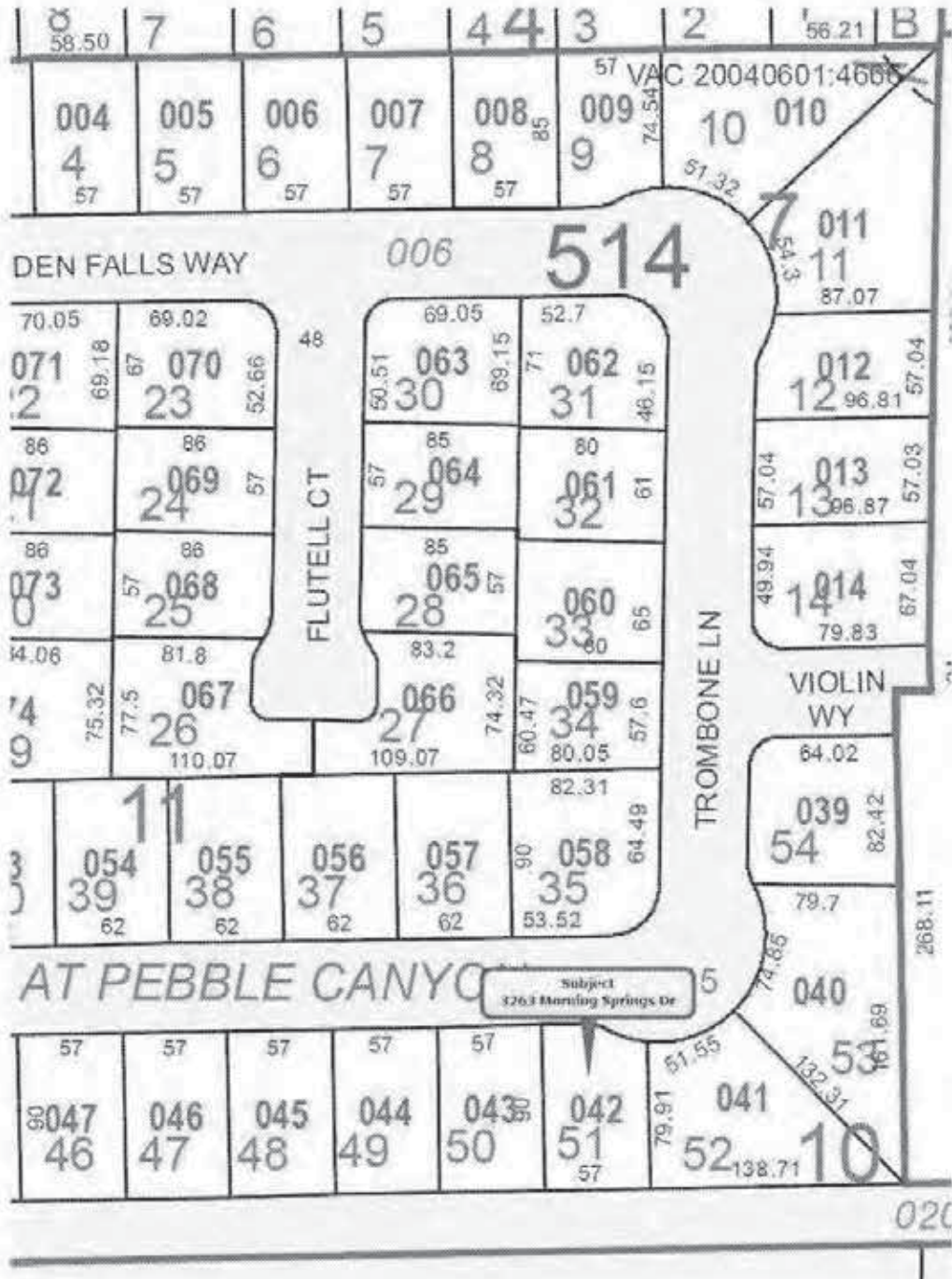
APPRAISER

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

<p>Signature: </p> <p>Name: Craig Morley</p> <p>Date of Signature: 01/25/2018</p> <p>State Certification #: A0003469-CG</p> <p>or State License #: </p> <p>State: NV</p> <p>Expiration Date of Certification or License: 01/31/2018</p> <p>Effective Date of Appraisal: 03/01/2013</p>	<p>Signature: _____</p> <p>Name: _____</p> <p>Date of Signature: _____</p> <p>State Certification #: _____</p> <p>or State License #: _____</p> <p>State: _____</p> <p>Expiration Date of Certification or License: _____</p> <p>Supervisory Appraiser Inspection of Subject Property:</p> <p><input type="checkbox"/> Did Not <input type="checkbox"/> Exterior only from Street <input type="checkbox"/> Interior and Exterior</p>
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Plat Map

Borrower	NA				
Property Address	3263 Morning Springs Dr				
City	Henderson	County	Clark	State	NV
Lender/Client	Ballard Spahr, LLP			Zip Code	89074



Aerial Map

Owner:	NA				
Property Address:	3263 Morning Springs Dr				
City:	Henderson	County:	Clark	State:	NV
Latent Client:	Richard Spohn LLC	Zip Code:	89074		



Form MAP AERIAL - "TOTAL" typical software by a la mode, inc. - 1-800-ALAMODE

Chase-Hawkins_Expert0016

AA_1892

Aerial Map

Broker:	NA				
Property Address:	3363 Morning Springs Dr				
City:	Henderson	County:	Clark	State:	NV
Listing Agent:	Richard Smith, LLC	Zip Code:	89074		



Form MAP100 - "TOTAL" appraisal software by a la mode, inc. - 1-800-ALAMODE

Chase-Hawkins_Exp0017

AA_1893

Subject Photo Page

Borrower	NA				
Property Address	3263 Morning Springs Dr				
City	Henderson	County	Clark	State	NV
Lender/Client	Ballard Spahr, LLP			Zip Code	89074



Subject Front

3263 Morning Springs Dr
Sales Price
Gross Living Area 1,292
Total Rooms 5
Total Bedrooms 3
Total Bathrooms 2
Location Residential/Avg
View Backs 215
Site 6,130 Sq.Ft.
Quality Stucco/Avg
Age 17

Subject Rear



Subject Street

Comparable Photo Page

Borrower	NA				
Property Address	3063 Morning Springs Dr				
City	Henderson	County	Clark	State	NV
Lender/Client	Ballard Spahr LLP				
				Zip Code	89024



Comparable 1

3247 Morning Springs Dr	
Prox. to Subject	0.02 miles SW
Sale Price	123,000
Gross Living Area	1,292
Total Rooms	5
Total Bedrooms	3
Total Bathrooms	2
Location	Residential/Avg
View	Backs 71.5
Site	5,227 sf
Quality	Stucco/Avg
Age	20



Comparable 2

9007 Trumpet Ct	
Prox. to Subject	0.10 miles NW
Sale Price	135,000
Gross Living Area	1,531
Total Rooms	6
Total Bedrooms	3
Total Bathrooms	2.5
Location	Residential/Avg
View	Residential/Avg
Site	4,792 sf
Quality	Stucco/Avg
Age	20



Comparable 3

9026 Trumpet Ct	
Prox. to Subject	0.09 miles NW
Sale Price	145,000
Gross Living Area	1,531
Total Rooms	6
Total Bedrooms	3
Total Bathrooms	2.5
Location	Residential/Avg
View	Residential/Avg
Site	5,662 sf
Quality	Stucco/Avg
Age	20

Comparable Photo Page

Borrower	NA				
Property Address	3053 Morning Springs Dr				
City	Henderson	County	Clark	State	NV
Lender/Client	Ballard Spahr, LLP			Zip Code	89024



Comparable 4

2560 Morning Springs Dr	
Prox. to Subject	0.02 miles E
Sale Price	122,000
Gross Living Area	1,292
Total Rooms	5
Total Bedrooms	3
Total Bathrooms	2
Location	Residential/Avg
View	Residential/Avg
Site	5663 sf
Quality	Stucco/Avg
Age	20



Comparable 5

2451 Avenida Catalina	
Prox. to Subject	0.37 miles E
Sale Price	152,000
Gross Living Area	1,392
Total Rooms	5
Total Bedrooms	3
Total Bathrooms	2
Location	Residential/Avg
View	Backs (15)
Site	4,792 sf
Quality	Stucco/Gd
Age	19

Scope of Work Clarification

File No. CMT2011

Broker	NA				
Property Address	3263 Morning Springs Dr				
City	Henderson	County	Clark	State	NV
Zip Code	89074				
Lender/Client	Ballard Spahn LLP				

SCOPE OF WORK CLARIFICATION

CLARIFICATION OF SCOPE OF WORK

This addendum is not a modification of the assumptions, limiting conditions or certifications in the appraisal report, but a "clarification" of the appraiser's actions with respect to generally accepted appraisal practice and the requirements of this assignment. The intent is to clarify and document what the appraiser did and/or did not do in order to develop the value opinion.

REPORTING LIMITATIONS OF THE ASSIGNMENT - The appraisal process is technical and requires the reader/intended user to fully comprehend the process, supplemental reporting requirements and the realities of the market, including the reliability of the data sources, inability to verify key information and the reliance on information sources as being factual and accurate, can affect the conclusions within the report.

The "single point of value" (SPV) is based on a definition of market value which itself is based on criteria that may or may not be consistent in the marketplace. Guidelines require the selection and reporting of a SPV, taken from a range of value indicators that may vary high or low from the SPV due to factors that cannot be quantified or qualified within the constraints of the data, market conditions and time limits imposed in the development of the report and associated scope of work.

The subject property was measured by the appraiser and the calculations rounded to the nearest 1/4 foot. The calculated square footage is based on widely accepted methods for measuring and reporting, however, since different measuring techniques and/or standards will yield slightly different results, there is no warranty that the GLA stated in the report will be consistent with other reporting services and/or with other determinations (assessor records, etc.). The calculated square footage of living area is "for comparative purposes only" as part of the valuation analysis and should not be relied upon for other purposes.

SCOPE OF WORK: The appraiser conducted a visual inspection of the property from the public street. Interior photos from the MLS are viewed when available. Overall condition ratings are based on what can be observed from the public street with consideration given to comments about condition provided in the MLS or ratings that may be provided from the County Assessor.

These statements are a guide for comparison purposes (as part of the valuation process) and do not represent a detailed analysis of the physical or operational condition of these items. This report is not a home inspection. Any statement is advisory based only upon observation. The reader or intended user should not rely on this report to disclose hidden conditions and defects. The following will assist the reader in comprehending the scope of a complete visual inspection:

EXTERIOR INSPECTION INCLUDES: List amenities, view readily observable exterior areas or may be reported by the MLS or county records, note quality of materials/workmanship and observe the general condition of improvements. Measure the improvements: assess layout and utility of the property. Note the conformity to the market area, a limited check and observation of mechanical and electrical systems. Photograph interior/exterior, view site, observe and photograph each comparable from the street.

INSPECT THE NEIGHBORHOOD: Observations were limited to driving through a representative number of streets in the area, reviewing maps and other data, and observing comparables from the street to determine factors that may influence the value of the subject property.

"Neighborhood" boundaries are not exact and are defined by the influence of physical, social, economic and governmental characteristics (the same criteria used to define census tracts). Over time, small areas merge and once distinct boundaries become less defined. Comparable data was selected based upon the area proximate to the subject that a buyer would consider directly competitive.

EXTENT OF DATA RESEARCH-SALES/LISTINGS: The appraiser used reasonably available information from city/county records, assessor's records, multiple listing service (MLS) data, and visual observation to identify the relevant characteristics of the subject property. Comparables used were considered the most relevant to the analysis of subject property. These sales were adjusted to the subject to reflect the market's reaction (if any) to differences. Photographs taken by the appraiser are originals and unaltered, unless physical access was unavailable.

EXTENT OF INFORMATION VERIFICATION: Sources for information and data verification include County/City public records (Assessor, Recorder, Treasurer, Zoning and GIS), personal observation - Condition, location, Physical attributes, and Contracts - Transaction Declaration documents. Flood zone determinations are from flood map services available online at the time of the assignment.

Data was verified with sources "deemed to be reliable" and (where cooperative) with agents involved with the transaction, to the extent such verification was possible in the assignment reporting time permitted by the client. The motivations of the parties or other factors (terms, arms-length transactions, etc.) may not have been available or disclosed. In this case, the data was accepted at "face value as factually accurate" and commented on in the report.

The appraiser did not review a survey of the subject site, did not check land records for recorded easements, and has reported only apparent easements and encroachments. There was no confirmation of the subject being within the appropriate setbacks, as dictated by zoning, building, or other regulations.

PUBLIC / PRIVATE DATA SOURCES: I have access to county tax records, other public websites and the Multiple Listing Service, as well as, Marshall and Swift and other national cost estimation services, flood data and maps along with private information contained within my office files that is considered necessary and appropriate for this assignment.

THE VALUE OPINION: As market conditions change, this value opinion may not be valid in another time period.

Appraiser License

STATE OF UTAH
DEPARTMENT OF COMMERCE
DIVISION OF REAL ESTATE
ACTIVE LICENSE

DATE ISSUED: 04/08/2015
 EXPIRATION DATE: 06/30/2017
 LICENSE NUMBER: 5481219-CG00
 LICENSE TYPE: Certified General Appraiser
 ISSUED TO: CRAIG MORLEY
 393 E RIVERSIDE DR. STE 102
 SAINT GEORGE UT 84790



JOSEPH D. BECKER, DIRECTOR

APPRAISER CERTIFICATE
STATE OF NEVADA DEPARTMENT OF BUSINESS AND INDUSTRY
REAL ESTATE DIVISION

NOT TRANSFERABLE REAL ESTATE DIVISION NOT TRANSFERABLE

This is to Certify That: **CRAIG MORLEY** Certificate Number: **A0003469-CG**

Is duly authorized to act as a **CERTIFIED GENERAL APPRAISER** from the issue date to the expiration date at the business address stated here in, unless the certificate is sooner revoked, cancelled, withdrawn, or invalidated.

Issue Date: **December 8, 2015** Expiration Date: **January 31, 2018**

In witness whereof, THE DEPARTMENT OF BUSINESS AND INDUSTRY, REAL ESTATE DIVISION, by virtue of the authority vested in Chapter 690C of the Nevada Revised Statutes, has caused this Certificate to be issued with its seal printed thereon. This certificate must be conspicuously displayed in place of business.

FOR: **MORLEY & MCCONKIE LLC**
 393 E RIVERSIDE DR. STE 102
 ST GEORGE, UT 84790

REAL ESTATE DIVISION
JOSEPH (JD) BECKER
 Appraiser



STATE OF ARIZONA
BOARD OF APPRAISAL
 BE IT KNOWN THAT
CRAIG MORLEY
 HAS MET ALL THE REQUIREMENTS AS A
Certified General Real Estate Appraiser

Transmittal with license. Licensee responsible for accuracy of data. Licensee responsible for accuracy of data. Licensee responsible for accuracy of data.

This certificate is valid only when presented with the license. The license is essential. Licensee responsible for accuracy of data.

CERTIFICATE NUMBER: **21984**
 EXPIRATION DATE: **November 31, 2016**

JOHN R. HUDD, Director



REAL ESTATE APPRAISALS, CONSULTING & FEASIBILITY STUDIES

The Uniform Standards of Professional Appraisal Practice (USPAP) under ethics prohibits an appraiser from disclosing confidential information that is not part of the public record with the exception of the subject of litigation where I am required to disclose personal involvement over the past 36 months. In most instances, permission for disclosure must be granted by the client.

In general terms, I can disclose work experience to satisfy the "competency" requirements.

Over my career I have testified as an expert witness for the following property types:

- Residential Homes
- Subdivision/Residential Building Lots
- Commercial/Industrial Buildings
- Lodging/Motels
- Apartments/Multi Family Housing
- Restaurants
- Power Line Easements
- Water Line Easements
- Vacant Land
- Water Rights

I have given expert witness testimony or provided depositions on the following cases since 2005:

01/2005 Re: Subdivision Gemstone Properties 2620 W 450 N Hurricane, UT
Fifth District Court
Plaintiff: Gemstone Properties vs
Defendant: Lane Blackmore
Case # 080500320

03/2005 Re: Residential Property Located at 1020 E Fort Pierce Drive, St George
Fifth District Court
Petitioner: Judith Lowry
Respondent: Kenneth Lowry
Case # 044500246 DA

08/2007 Re: Commercial Property on West Tabernacle 23 North and 200 West, and 212
W Tabernacle, St George, UT
Fifth District Court
Plaintiff: City of St George vs
Defendant: Carlos Oliver
Case # 070501250

12/2007 Re: Commercial Property on West Tabernacle 23 North and 200 West, and 212
W Tabernacle, St George, UT
Fifth District Court
Plaintiff: City of St George vs
Defendant: Carlos Oliver
Case # 070501250

07/2008 Re: Home Located at 3011 Home on Kings Court Lane, Washington, UT
Fifth District Court
Plaintiff: Monty Moshier
Defendant: A. Kent Cottam
Case # 060501010 CN

04/2008 Re: Home Located at 2228 Chaco Trail, St George, UT
Fifth District Court
Plaintiff: Delanoye Robertson
Defendant: Bank of America
Case # 090501755

08/2008 Re: Lot 27 Dixie Springs Plat F, St George, UT
Fifth District Court
Plaintiff: Jean E Rankin
Defendant: Chris E Roberts
Case # 070503034 CN

11/2009 Re: Copper Cliffs Subdivision, 4370 S 1200 W, Hurricane, UT
Federal Court Bldg., St George
Plaintiff: Sunfirst Bank
Defendant: Brent Hofhines
Case #090501055 DC

09/2010 Re: Home Located at 320 E Virgin St Bunkerville, NV
District Court Family Division, Clark Co., NV
Plaintiff: Lisa Woods
Defendant: Michael Woods
Case # D370934

08/2011 Re: Property Located on Pine Tree Way, Brian Head, UT
Pre Trial Deposition
Plaintiff: The Pines at Brian Head
Defendant: Rocky Mountain Power
Case # 090500231

3/2012 Re: \pm 65.76 Acres of Vacant Land Located in Hurricane, UT
Fifth District Court Case
Deposition
Plaintiff: Hurricane Land Holdings
Defendant: 800 North, LLC, et al.,
Case # 100503361

4/2012 Re: \pm 3.39 Acres of Commercial Land
Utah State Tax Commission
Plaintiff: Baron Hughes Investments
Defendant: Iron County
Appeal# 12-444

2/2013 Re: 591.1 Acre Feet of Underground Water
Nevada District Court, Clark County Nevada
Plaintiff: Virgin Valley Water District
Defendants: Michael E. Johnson and other named defendants

8/2013 Re: Schlicht v Foundation Specialists and Repair LC et al
Fifth District Court
Plaintiff: Schlicht
Defendants: Foundation Specialists and Repair LC et al
Appraiser File #13-048

8/2013 Re: Gregory F Berry v Leng
Fifth District Court
Plaintiff: Gregory F Berry
Defendants: Leng
Appraiser File #13-153

2/2014 Re: Paradise Canyon Homeowner Association v S&S Construction, Inc
Fifth District Court
Plaintiff: Paradise Canyon HOA
Defendant: S&S Construction, Inc
Appraiser File: #13-191

PROFESSIONAL SERVICE

I have been appraising property in Utah for over 30 years and have had my Utah Certified General Appraiser license since Utah began licensing appraisers.

I am a Certified General Appraiser in Nevada. I have been licensed here for 12 years.

I am a Certified General Appraiser in Arizona. I have been licensed here for 3 years.

I have served three terms as sub chapter chairman for Southern Utah for the Appraisal Institute.

I was appointed by the governor of Utah to the Utah Appraisal Standards Board in June of 2004 where I served a second 4 year term. I was selected as Chairman of that board in 2007 and again in 2010.

I am a certified instructor by the State of Utah for mortgage lending continuing education dealing with appraisal related issues.

I am a hearing officer for Washington County for property tax appeals.

I am an instructor for Appraiser Continuing Education in both Utah and Nevada dealing with a variety of issues that include FHA appraisal requirements, residential market analysis, and common appraisal problems.

Elected as President for Washington County Board of Realtors for 2013.
Elected as Vice President of Utah Association of Realtors for 2014.
Director of National Association of Appraisers
Director of Utah Association of Appraisers
NAR Real Property Valuation Committee

PROFESSIONAL ARTICLES

I have published the following articles in the State of Utah. August 2005 "USPAP Q & A". The "Utah Real Estate Appraiser Review" in October 2006 regarding Trainee Supervision and Conduct. December 2007 in the "Utah Real Estate Appraiser Review"

article addressing Common Appraisal Problems. September 2008 in the "Utah Association of Appraiser's Newsletter" regarding Policies and Procedures of the Appraisal Standards Board. March 2009 in the "Utah Association of Appraiser's Newsletter" regarding Guiding Principles of USPAP, Honesty, Competency, Ethical Behavior. August 2009 Utah Association of Appraiser's Newsletter regarding Home Valuation Code of Conduct (HVCC). March 2010 in "Appraiser's Newsletter", USPAP 2010 and New Rules Governing AMCs.

A more detailed resume and copy of my license and certificate are attached hereto:

COMPENSATION

My hourly rate of compensation for this assignment is Two Hundred Fifty Dollars (\$250) per hour for expert report. The hourly rate for deposition and expert testimony is at a rate of Two Hundred Fifty Dollars (\$250) per hour.



Craig Morley, GAA, MAA

CRAIG MORLEY
Morley & McConkie LC
393 East Riverside Drive Ste. 102
St. George, Utah 84790

PROFESSIONAL DESIGNATIONS

National Association of Real Property Appraisers, MAA
Certified General Appraiser with Licenses in Utah, Nevada, & Arizona
National Association of Realtor, GAA

OTHER

Appraisal Institute Associate Member
Served as chairman for the Southern Utah Chapter of the Appraisal Institute for three terms
Served as Chairman of the Utah Division of Real Estate Appraisal Standards Board
Continuing Education Instructor for the Utah Appraisers Association
Past President of the Washington County Board of Realtors
Director of the National Association of Appraisers
Director of the Utah Association of Appraisers
NAR Real Property Valuation Committee

EDUCATION

Brigham Young University 1979-1982
Major in Finance
Extra Major Skill in Economics
Graduate of Lambert Real Estate School

**COMPLETED
COURSES
RELATED TO
REAL ESTATE
APPRAISING**

Economics 110, Introduction to Economics – Fall, 1979
Economics 300, Macro Economics – Fall, 1980
Economics 301, Micro Economics – Spring 1981
Economics 487, Quantative Methods & Models – Fall 1982
Statistics 222, Business Statistics – Fall 1980
Accounting 232, Business Mathematics – Spring 1980
Accounting 202, Cost Accounting – Fall 1980
Accounting 201, Financial Accounting – Spring 1980
Accounting 242, Business Law – Fall 1981
Business Management 401, Finance – Fall 1981
Business Management 301, Finance – Spring 1981
Business Management 341, Marketing – Spring 1981
Business Management 405, Banking – Fall 1982
Business Management 410, Investments – Fall 1982
Business Management 413, Real Estate Principles –
Spring 1982
Ag Economics, Real Estate Appraising – Spring 1982
Computer Science 132, 133, 141 – 1981-82

PARTIAL LIST OF CONTINUING EDUCATION COURSES

St. George Symposium: Water Valuation, Smart Buildings, Local Economic Issues, Market Derived Adjustments, Cutting Edge Issues and Complex Residential Assignments	03/24/2000	UCAI
Future Focus: Report on Residential Appraisal Trends	12/01/2000	UCAI
Case Studies in Law & Ethics For Appraisers	12/01/2000	UCAI
Standards of Professional Practice, Part A (USPAP)	06/07/2001	UCAI
Property Flipping and Predatory Lending Seminar	10/18/2001	NRED
Case Studies in Commercial Highest & Best Use	11/02/2001	UCAI
Case Studies in Residential Highest & Best Use	11/03/2001	UCAI
#303 Loan Fraud and the Misleading Appraisal Report	10/15/2002	UCAI
National USPAP Update	02/01/2003	MCKI
Residential Construction	02/04/2003	MCKI
Loss Prevention Program for Real Estate Appraisers	04/22/2003	LIA
St. George Symposium: Loss Prevention, Technical Themes for Rural appraisals, State Rules for Supervising Appraisers, New Code of Professional Ethics of the Appraisal Institute	03/29/2003	UCAI
Appraising for FHA	11/07/2003	DHUD
Online Valuation of Detrimental Conditions in Real Estate	02/01/2004	AI
Online Internet Search Strategies for R.E. Appraisers	02/04/2004	AI
Appraising for FHA	11/07/2004	DHUD
National USPAP Update Equivalent	02/24/2005	MCKI
The Professional's Guide to the Uniform Residential Appraisal Report Seminar	06/29/2005	LVCAI
Appraising for FHA-HUD	12/02/2005	UAA
Online Appraising form Blueprints & Specifications	02/03/2006	AI
Appraising for FHA-HUD	02/16/2006	UAA
National UAPAP Update Course	05/05/2006	UAA
Protections and Compensation for the value of Signage Under Federal law	10/06/2006	LIREs
Appraising REO and Foreclosure Properties	03/10/2007	MCKI
7 Hour National USPAP Course	11/12/2007	AI
St George Symposium	04/12/2008	UCAI
7 Hour National USPAP Course	03/15/2008	AI
Utah Appraiser Experience Review Committee Seminar	10/22/2008	UDRE
St. George Symposium (Subdivision Valuation Course)	03/28/2009	UCAI
Business Practices & Ethics	05/12/2009	AI
7-Hour National USPAP Course	01/11/2010	AI
Appraising FHA Today	01/16/2010	AI
Online Feasibility Market Value	01/18/2010	
St George Symposium	03/26/2010	AI
Feasibility, Market Value, Investment	05/07/2010	AI
St George Symposium	03/26/2011	AI
Interactive Valuation Modeling & Case Studies, No. 226	04/29/2011	COLINS
National USPAP Update No. 101(2012/13)	11/30/2011	COLINS

Appraisal Summit & Expo

12/02/2011 COLINS

**Utah Chapter of the Appraisal Institute*

UCAI

**Nevada Real Estate Division*

NRED

**Utah Division of Real Estate*

UDRE

**McKissock, Inc.*

MCKI

**Liability Insurance Administrators*

LIA

**Division of Housing and Urban Development*

DHUD

**Appraisal Institute*

AI

**Utah Association for Appraisers*

UAA

**Lied Institute for Real Estate Studies*

LIRES

**Las Vegas Chapter of the Appraisal Institute*

LVCAI

**The Columbia Institute School of Valuation Studies*

COLINS

ACCREDITATIONS

National Association of Realtors

Utah Association of Realtors

Washington County Board of Realtors

FHA Certified and Approved

Expert Witness in U.S. District Court

Member of The Utah Chapter of Appraisal Institute

Chairman of the Southern Chapter of Appraisal Institute

Co-Owner/Partner of Morley & McConkie LC

EMPLOYMENT

Experience appraising most types of real property including raw land, improved properties, single family residential, high density residential, commercial and industrial properties. Feasibility studies and market surveys.

Real estate marketing, licensed with Bushnell Real Estate in Provo, Utah

General Contractor, construction of most types of structures. Involved primarily

With bidding and job costing. Journeyman mason.

EMPLOYMENT SUMMARY

M-13 Construction 8/78-1/81

Bushnell Real Estate, Inc. 1/81-1/83

Investment Systems Consultants 1/83-3/85

Blake, Ence & Morley Appraisal Service 3/85-1/92

Morley & McConkie LC Appraisal Services 1/92-Present

PARTIAL LIST OF CLIENTELE:

Heritage Savings Bank
Zions First National Bank
Quality Mortgage USA
Sunfirst Bank
Utah Valley Bank
Valley Bank of Nevada
Clark County Credit Union
St. George City
Washington City
L.D.S. Church
State Bank of Southern Utah
St. George Federal Credit Union
Republic Mortgage
Beehive Credit Union
American Federal Mortgage
SGI Mortgage
Utah Housing Finance Agency
Richards Woodbury Mortgage
First Interstate Bank
Far West Bank
Federal Housing Administration
Chase Manhattan Bank

Wells Fargo Bank
Southland Corporation
Continental Finance
IMC
Washington Mutual
The Associates Finance
State of Utah
Medallion Mortgage
LSI Services, Inc.
Crestar Mortgage Capital Corp.
Headlands Mortgage Co
Desert Valley Mortgage
Chemical Financial Services Corp.
Long Beach Mortgage
United Savings Bank
G.F. Hansen Loan Quality, Inc.
Norwest Mortgage, Inc.
Mortgage Service America Co.
Westgate Mortgage
Bank One
Numerous developers, attorneys
And individuals



EXHIBIT 24

EXHIBIT 24

Escrow Activity 3/1/2013 - 10/8/2014

JPMORGAN CHASE BANK, N.A. — 156

Loan Number: **Redacted**

Borrower Name: HAWKINS, ROBERT M

09/17/14 07/01/09 ESCROW ADVANCE

Redacted

Transaction Description:

ESCROW ADVANCE

Proc Date: 09/17/2014
Due Date: 07/2009
Tot Received: \$301.61+
Escrow Pd: \$301.61+
Tran Code: 161

09/17/14 09/01/14 COUNTY TAX

Redacted

Transaction Description:

COUNTY TAX

Disb Check No: WIRE
Proc Date: 09/17/2014
Due Date: 09/2014
Net Disbursed: \$301.61-
Escrow Payee: 27003
CLARK COUNTY
CLARK COUNTY - TREASURER
500 S GRAND CENTRAL PKWY
LAS VEGAS NV 89106
(702) 455-4323
Batch No: EGL
Tran Code: 312

07/29/14 07/01/09 ESCROW ADVANCE

Redacted

Transaction Description:

ESCROW ADVANCE

Proc Date: 07/29/2014
Due Date: 07/2009
Tot Received: \$302.37+
Escrow Pd: \$302.37+
Tran Code: 161

07/29/14 08/01/14 COUNTY TAX

Redacted

Transaction Description:

COUNTY TAX

Disb Check No: WIRE
Proc Date: 07/29/2014
Due Date: 08/2014
Net Disbursed: \$302.37-
Escrow Payee: 27003
CLARK COUNTY
CLARK COUNTY - TREASURER
500 S GRAND CENTRAL PKWY
LAS VEGAS NV 89106
(702) 455-4323
Batch No: EGL
Tran Code: 312

03/24/14 07/01/09 ESCROW ADVANCE

Redacted

Transaction Description:

ESCROW ADVANCE

Proc Date: 03/24/2014

Escrow Activity 3/1/2013 - 10/8/2014

JPMORGAN CHASE BANK, N.A. — 156

Loan Number: Redacted

Borrower Name: HAWKINS, ROBERT M

Due Date: 07/2009
Tot Received: \$1,744.00+
Escrow Pd: \$1,744.00+
Tran Code: 161

03/24/14 04/01/14 HOMEOWNERS INSURANCE

Redacted
Transaction Description:
HOMEOWNERS INSURANCE
Disb Check No: 387405
Proc Date: 03/24/2014
Due Date: 04/2014
Net Disbursed: \$1,744.00-
Escrow Payee: 6L574
FOREMOST INS CO
PO BOX 0915
CAROL STREAM, IL 60132
(800) 532-4221
Batch No: 449
Tran Code: 351

02/18/14 07/01/09 ESCROW ADVANCE

Redacted
Transaction Description:
ESCROW ADVANCE
Proc Date: 02/18/2014
Due Date: 07/2009
Tot Received: \$292.83+
Escrow Pd: \$292.83+
Tran Code: 161

02/18/14 02/01/14 COUNTY TAX

Redacted
Transaction Description:
COUNTY TAX
Disb Check No: WIRE
Proc Date: 02/18/2014
Due Date: 02/2014
Net Disbursed: \$292.83-
Escrow Payee: 27003
CLARK COUNTY
CLARK COUNTY - TREASURER
500 S GRAND CENTRAL PKWY
LAS VEGAS NV 89106
(702) 455-4323
Batch No: EGL
Tran Code: 312

12/17/13 07/01/09 ESCROW ADVANCE

Redacted
Transaction Description:
ESCROW ADVANCE
Proc Date: 12/17/2013
Due Date: 07/2009
Tot Received: \$292.83+
Escrow Pd: \$292.83+
Tran Code: 161

Escrow Activity 3/1/2013 - 10/8/2014

JPMORGAN CHASE BANK, N.A. — 156

Loan Number: **Redacted**

Borrower Name: HAWKINS, ROBERT M

12/17/13 12/01/13 COUNTY TAX

Redacted

Transaction Description:

COUNTY TAX

Disb Check No: WIRE

Proc Date: 12/17/2013

Due Date: 12/2013

Net Disbursed: \$292.83-

Escrow Payee: 27003

CLARK COUNTY

CLARK COUNTY - TREASURER

500 S GRAND CENTRAL PKWY

LAS VEGAS NV 89106

(702) 455-4323

Batch No: EGL

Tran Code: 312

09/19/13 07/01/09 ESCROW ADVANCE

Redacted

Transaction Description:

ESCROW ADVANCE

Proc Date: 09/19/2013

Due Date: 07/2009

Tot Received: \$292.83+

Escrow Pd: \$292.83+

Tran Code: 161

09/19/13 09/01/13 COUNTY TAX

Redacted

Transaction Description:

COUNTY TAX

Disb Check No: WIRE

Proc Date: 09/19/2013

Due Date: 09/2013

Net Disbursed: \$292.83-

Escrow Payee: 27003

CLARK COUNTY

CLARK COUNTY - TREASURER

500 S GRAND CENTRAL PKWY

LAS VEGAS NV 89106

(702) 455-4323

Batch No: EGL

Tran Code: 312

07/25/13 07/01/09 ESCROW ADVANCE

Redacted

Transaction Description:

ESCROW ADVANCE

Proc Date: 07/25/2013

Due Date: 07/2009

Tot Received: \$546.31+

Escrow Pd: \$546.31+

Tran Code: 161

07/25/13 08/01/13 COUNTY TAX

Redacted

Transaction Description:

COUNTY TAX

Disb Check No: WIRE

Escrow Activity 3/1/2013 - 10/8/2014

JPMORGAN CHASE BANK, N.A. — 156

Loan Number: **Redacted**

Borrower Name: HAWKINS,ROBERT M

Proc Date: 07/25/2013
Due Date: 08/2013
Net Disbursed: \$546.31-
Escrow Payee: 27003
CLARK COUNTY
CLARK COUNTY - TREASURER
500 S GRAND CENTRAL PKWY
LAS VEGAS NV 89106
(702) 455-4323
Batch No: EGL
Tran Code: 312

Corporate Advance Activity 3/1/2013 - 10/8/2014

JPMORGAN CHASE BANK, N.A. — 156

Loan Number: **Redacted**

Borrower Name: HAWKINS, ROBERT M

12/19/13 PROPERTY PRESERVATION

Redacted

Transaction Description:
PROPERTY PRESERVATION
Disb Check No: 732186
Proc Date: 12/19/2013
Escrow Payee: FSSPI
SAFEGUARD
7887 SAFEGUARD CIR
CLEVELAND OH 44125
(008) 008-5283
Mortgagor Recoverable Corp Adv
Amount: \$14.00+
Corp Payee: 89R01
Paymt Reason Cd: FCIN
Paymt Reason: FC INSPECTION
Tran Code: 631

12/18/13 STATUTORY EXPENSES

Redacted

Transaction Description:
STATUTORY EXPENSES
Disb Check No: 731114
Proc Date: 12/18/2013
Escrow Payee: ATTIFANY
TIFFANY & BOSCO PA
STE 300
2525 E CAMELBACK RD 3RD
PHOENIX AZ 85016
(602) 255-6035
Mortgagor Recoverable Corp Adv
Amount: \$400.00+
Corp Payee: 91R11
Paymt Reason Cd: LGCC
Paymt Reason: LIT COURT COST
Tran Code: 632

12/18/13 STATUTORY EXPENSES

Redacted

Transaction Description:
STATUTORY EXPENSES
Disb Check No: 731114
Proc Date: 12/18/2013
Escrow Payee: ATTIFANY
TIFFANY & BOSCO PA
STE 300
2525 E CAMELBACK RD 3RD
PHOENIX AZ 85016
(602) 255-6035
Mortgagor Recoverable Corp Adv
Amount: \$281.60+
Corp Payee: 91R11
Paymt Reason Cd: LGCC
Paymt Reason: LIT COURT COST
Tran Code: 632

12/18/13 ATTORNEY ADVANCES

Redacted

Corporate Advance Activity 3/1/2013 - 10/8/2014

JPMORGAN CHASE BANK, N.A. — 156

Loan Number: **Redacted**

Borrower Name: HAWKINS,ROBERT M

Redacted

11/22/13 PROPERTY PRESERVATION

Redacted

Transaction Description:

PROPERTY PRESERVATION

Disb Check No: 703740

Proc Date: 11/22/2013

Escrow Payee: FSSPI

SAFEGUARD

7887 SAFEGUARD CIR

CLEVELAND OH 44125

(008) 008-5283

Mortgagor Recoverable Corp Adv

Amount: \$14.00+

Corp Payee: 89R01

Paymt Reason Cd: FCIN

Paymt Reason: FC INSPECTION

Tran Code: 631

10/18/13 PROPERTY PRESERVATION

Redacted

Transaction Description:

PROPERTY PRESERVATION

Disb Check No: 668412

Proc Date: 10/18/2013

Escrow Payee: FSSPI

SAFEGUARD

7887 SAFEGUARD CIR

CLEVELAND OH 44125

(008) 008-5283

Mortgagor Recoverable Corp Adv

Amount: \$14.00+

Corp Payee: 89R01

Paymt Reason Cd: FCIN

Paymt Reason: FC INSPECTION

Tran Code: 631

09/14/13 PROPERTY PRESERVATION

Redacted

Transaction Description:

PROPERTY PRESERVATION

Disb Check No: 634263

Proc Date: 09/14/2013

Corporate Advance Activity 3/1/2013 - 10/8/2014

JPMORGAN CHASE BANK, N.A. — 156

Loan Number: **Redacted**

Borrower Name: HAWKINS, ROBERT M

Escrow Payee: FSSPI
SAFEGUARD
7887 SAFEGUARD CIR
CLEVELAND OH 44125
(008) 008-5283
Mortgagor Recoverable Corp Adv
Amount: \$14.00+
Corp Payee: 89R01
Paymt Reason Cd: FCIN
Paymt Reason: FC INSPECTION
Tran Code: 631

08/16/13 PROPERTY PRESERVATION

Redacted

Transaction Description:
PROPERTY PRESERVATION
Disb Check No: 604002
Proc Date: 08/16/2013
Escrow Payee: FSSPI
SAFEGUARD
7887 SAFEGUARD CIR
CLEVELAND OH 44125
(008) 008-5283
Mortgagor Recoverable Corp Adv
Amount: \$14.00+
Corp Payee: 89R01
Paymt Reason Cd: FCIN
Paymt Reason: FC INSPECTION
Tran Code: 631

07/17/13 PROPERTY PRESERVATION

Redacted

Transaction Description:
PROPERTY PRESERVATION
Disb Check No: 572367
Proc Date: 07/17/2013
Escrow Payee: FSSPI
SAFEGUARD
7887 SAFEGUARD CIR
CLEVELAND OH 44125
(008) 008-5283
Mortgagor Recoverable Corp Adv
Amount: \$14.00+
Corp Payee: 89R01
Paymt Reason Cd: FCIN
Paymt Reason: FC INSPECTION
Tran Code: 631

06/19/13 PROPERTY PRESERVATION

Redacted

Transaction Description:
PROPERTY PRESERVATION
Disb Check No: 543976
Proc Date: 06/19/2013
Escrow Payee: FSSPI
SAFEGUARD
7887 SAFEGUARD CIR
CLEVELAND OH 44125

Corporate Advance Activity 3/1/2013 - 10/8/2014

JPMORGAN CHASE BANK, N.A. — 156

Loan Number: **Redacted**

Borrower Name: HAWKINS, ROBERT M

(008) 008-5283
Mortgagor Recoverable Corp Adv
Amount: \$14.00+
Corp Payee: 89R01
Paymt Reason Cd: FCIN
Paymt Reason: FC INSPECTION
Tran Code: 631

05/16/13 PROPERTY PRESERVATION

Redacted
Transaction Description:
PROPERTY PRESERVATION
Disb Check No: 510565
Proc Date: 05/16/2013
Escrow Payee: FSSPI
SAFEGUARD
7887 SAFEGUARD CIR
CLEVELAND OH 44125
(008) 008-5283
Mortgagor Recoverable Corp Adv
Amount: \$14.00+
Corp Payee: 89R01
Paymt Reason Cd: FCIN
Paymt Reason: FC INSPECTION
Tran Code: 631

05/04/13 PROPERTY PRESERVATION

Redacted
Transaction Description:
PROPERTY PRESERVATION
Disb Check No: 499556
Proc Date: 05/04/2013
Escrow Payee: FSSPI
SAFEGUARD
7887 SAFEGUARD CIR
CLEVELAND OH 44125
(008) 008-5283
Mortgagor Recoverable Corp Adv
Amount: \$80.00+
Corp Payee: 91R11
Paymt Reason Cd: PPYM
Paymt Reason: YARD MAINTENANCE
Tran Code: 631

04/24/13 PROPERTY PRESERVATION

Redacted
Transaction Description:
PROPERTY PRESERVATION
Disb Check No: 486944
Proc Date: 04/24/2013
Escrow Payee: FSSPI
SAFEGUARD
7887 SAFEGUARD CIR
CLEVELAND OH 44125
(008) 008-5283
Mortgagor Recoverable Corp Adv
Amount: \$14.00+
Corp Payee: 89R01

Corporate Advance Activity 3/1/2013 - 10/8/2014

JPMORGAN CHASE BANK, N.A. — 156

Loan Number: **Redacted**

Borrower Name: HAWKINS, ROBERT M

Paymt Reason Cd: CTIN
Paymt Reason: COLLECTION INSPN
Tran Code: 631

04/09/13 PROPERTY PRESERVATION

Redacted

Transaction Description:
PROPERTY PRESERVATION
Disb Check No: 471249
Proc Date: 04/09/2013
Escrow Payee: FSSPI
SAFEGUARD
7887 SAFEGUARD CIR
CLEVELAND OH 44125
(008) 008-5283
Mortgagor Recoverable Corp Adv
Amount: \$80.00+
Corp Payee: 91R11
Paymt Reason Cd: PPYM
Paymt Reason: YARD MAINTENANCE
Tran Code: 631

03/22/13 PROPERTY PRESERVATION

Redacted

Transaction Description:
PROPERTY PRESERVATION
Disb Check No: 452167
Proc Date: 03/22/2013
Escrow Payee: FSSPI
SAFEGUARD
7887 SAFEGUARD CIR
CLEVELAND OH 44125
(008) 008-5283
Mortgagor Recoverable Corp Adv
Amount: \$80.00+
Corp Payee: 91R11
Paymt Reason Cd: PPYM
Paymt Reason: YARD MAINTENANCE
Tran Code: 631

03/20/13 PROPERTY PRESERVATION

Redacted

Transaction Description:
PROPERTY PRESERVATION
Disb Check No: 449321
Proc Date: 03/20/2013
Escrow Payee: FSSPI
SAFEGUARD
7887 SAFEGUARD CIR
CLEVELAND OH 44125
(008) 008-5283
Mortgagor Recoverable Corp Adv
Amount: \$14.00+
Corp Payee: 89R01
Paymt Reason Cd: CTIN
Paymt Reason: COLLECTION INSPN
Tran Code: 631

Corporate Advance Activity 3/1/2013 - 10/8/2014

JPMORGAN CHASE BANK, N.A. — 156

Loan Number: **Redacted**

Borrower Name: HAWKINS, ROBERT M

03/14/13 STATUTORY EXPENSES

Redacted

Transaction Description:

STATUTORY EXPENSES

Disb Check No: 443498

Proc Date: 03/14/2013

Escrow Payee: MG485963

LPS MORTGAGE PROCESSING

LPS PORTFOLIO SOLUTIONS

PO BOX 842651

LOS ANGELES CA 90084

Non Recoverable Corporate Advance

Amount: \$3.50+

Corp Payee: 84N01

Paymt Reason Cd: IPFN

Paymt Reason: FNMA FHLMC TECH

Tran Code: 632

EXHIBIT 25

EXHIBIT 25